August 8, 2016

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Dear Ms. Bose:

Pursuant to Section 35.13 of the Federal Energy Regulatory Commission’s ("Commission" or "FERC") Regulations under the Federal Power Act (18 C.F.R. § 35.13), Southern California Edison Company ("SCE") tenders for filing the First Amended Clustering Large Generator Interconnection Agreement For A Generating Facility ("CLGIA") and a First Amended Service Agreement for Wholesale Distribution Service ("Service Agreement") among SCE and Windhub Solar A, LLC and Windhub Solar B, LLC (collectively, the "Interconnection Customer"), designated as Service Agreement Nos. 686 and 687, respectively, under SCE’s Wholesale Distribution Access Tariff ("WDAT"), FERC Electric Tariff, Volume No. 5.

The documents submitted with this filing consist of this letter of transmittal and all attachments hereto; and the CLGIA and Service Agreement in both clean and redlined formats.

Background

On July 18, 2014, SCE and Windhub Solar, LLC entered into the CLGIA. The CLGIA specifies the terms and conditions pursuant to which SCE will design, procure, construct, install, own, operate and maintain the Distribution
Provider’s Interconnection Facilities\(^1\) and Distribution Upgrades required to interconnect the Windhub Solar, LLC’s 40 MW Windhub Solar Project ("Project") to SCE’s Distribution System and pursuant to which Windhub Solar, LLC pays for such facilities. The Commission accepted the CLGIA for filing in a letter order dated September 10, 2014, issued in Docket No. ER14-2504-000.

On August 26, 2014, SCE and Windhub Solar, LLC entered into the Service Agreement. The Service Agreement sets forth SCE’s agreement to provide Distribution Service for 40 MW of power produced by the Project to the ISO Grid at SCE’s 220 kV bus at Windhub Substation. The Commission accepted the Service Agreement for filing in a letter order dated October 22, 2014, issued in Docket No. ER14-2769-000.

Following the Effective Date of the CLGIA, SCE performed a cost reassessment study pursuant to the terms of the CLGIA to re-evaluate the scope and update the costs of the Distribution Provider’s Interconnection Facilities and Distribution Upgrades since the estimated costs reflected in the GIA were outdated. On February 5, 2015, SCE and Windhub Solar, LLC submitted an amended CLGIA and amended Service Agreement to reflect revised cost information for the Distribution Provider’s Interconnection Facilities and Distribution Upgrades. The Commission accepted the amended CLGIA and amended Service Agreement for filing in a letter order dated March 24, 2015, issued in Docket No. ER15-989-000.

On April 13, 2016, SCE filed revisions to the amended CLGIA and amended Service Agreement to reflect current facilities charge rates which were changed in accordance with a decision by the California Public Utilities Commission, (which rates had been approved previously by the Commission in

\(^{1}\) All capitalized terms used herein, and not otherwise defined, have the meanings ascribed to such terms in the CLGIA.

On December 17, 2015, Windhub Solar, LLC submitted a request to transfer its interest in the Windhub Solar Project to Windhub Solar A, LLC and Windhub Solar B, LLC, as co-tenants. The Windhub Solar Project shares the Windhub-Sunspot 66kV generation tie line built under the WDT 435 Project. SCE and Interconnection Customer have agreed to handle the transfer in an amendment to the CLGIA and Service Agreement through the instant filing.

First Amended CLGIA and First Amended Service Agreement

The CLGIA and Service Agreement reflect: (a) transfer of the ownership interests from Windhub Solar, LLC to Windhub Solar A, LLC and Windhub Solar B, LLC, as co-tenants; (b) sharing of Interconnection Facilities (Windhub-Sunspot 66kV gen-tie line) with the WDT435 Project; (c) changes to the description of the generation facility equipment to show the use of GE inverters in place of Xantrex inverters, as well as changes in transformer bank specifications and the addition of capacitor banks all being changed at the Interconnection Customer’s request; (d) change in the In-Service Date and Commercial Operating Date; (e) revised Interconnection Facilities Cost, Distribution Upgrades Cost and One-Time Cost due to minor changes in scope of work and in the use of shared facilities; and (f) other ministerial changes.
The costs for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Reliability Network Upgrades have been revised as shown in the table below.

<table>
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<tr>
<th></th>
<th>Interconnection Facilities Cost</th>
<th>Distribution Upgrades Cost</th>
<th>One-Time Cost</th>
<th>Total Cost</th>
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<td>$1,408,371</td>
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<td>$1,130,713</td>
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<td>$87,563</td>
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<td>$1,114</td>
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Due to the slight increase in the Interconnection Facilities Cost and Distribution Upgrades Cost (noted above), the Interconnection Facilities Charge and Distribution Upgrades Charge have also slightly increased as shown in the table below.

**Interconnection Facilities Charge and Distribution Upgrades Charge**

<table>
<thead>
<tr>
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<th>Customer- Financed Monthly Rate for Non-ISO- Controlled Facilities</th>
<th>Interconnection Facilities Cost</th>
<th>Interconnection Facilities Charge</th>
<th>Distribution Upgrades Cost</th>
<th>Distribution Upgrades Charge</th>
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<td>$2,799</td>
<td>$10.64</td>
<td>$381</td>
<td>$1.45</td>
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**Other Filing Requirements**

SCE respectfully requests, pursuant to Section 35.11 (18 C.F.R. § 35.11) of the Commission’s regulations, waiver of the 60-day prior notice requirements specified in Section 35.3 (18 C.F.R. § 35.3), and requests the Commission to assign an effective date of August 9, 2016, to the CLGIA and Service Agreement, which is the day after this instant filing. Such waiver would be consistent with the Commission’s policy set forth in Central Hudson Gas & Electric Corp., et al.,
60 FERC ¶ 61,106 (1992), *reh'g denied*, 61 FERC ¶ 61,089 (1992), that waiver of
the 60-day prior notice requirement will generally be granted where good cause is
shown and the agreement is filed prior to the commencement of service. Good
cause exists in that such waiver will enable the contract to reflect the agreement
between the parties, such that SCE can begin work to construct the required
facilities in order to meet the Customer’s revised in-service date of November 1,
2017. The granting of this waiver will not have any impact on SCE’s other rate
schedules

No expenses or costs included in the rates tendered herein have been
alleged or judged in any administrative or judicial proceeding to be illegal,
duplicative, or unnecessary costs that are demonstrably the product of
discriminatory employment practices.

SCE believes that the data contained in this letter and the attachments
provide sufficient information upon which to approve this filing; however, to the
extent necessary, SCE further requests that the Commission waive its filing
requirements contained in Sections 35.5 and 35.13 of the Commission’s
regulations.

SCE believes that this filing conforms to any rule of general applicability
and to any Commission order specifically applicable to SCE, and has made copies
of this letter and all enclosures available for public inspection in SCE’s principal
office located in Rosemead, California. SCE has mailed copies of this transmittal
to those persons whose names appear on the mailing list enclosed.
SCE requests that all correspondence, pleadings, and other communications concerning this filing be served upon:

Gary Chen
Senior Attorney
Southern California Edison Company
P.O. Box 800
2244 Walnut Grove Avenue
Rosemead, California 91770
Gary.chen@sce.com

SCE also requests that an additional copy of any correspondence and orders be sent to the undersigned at Karen.Koyano@sce.com.

Very truly yours,

Karen Koyano
FEDERAL ENERGY REGULATORY COMMISSION

Mailing List

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
</table>
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C/O First Solar Development  
Jack Pigott  
Director, Project Development  
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San Francisco, CA  94105 |
FIRST AMENDED
CLUSURING LARGE GENERATOR
INTERCONNECTION AGREEMENT (CLGIA)

FOR A GENERATING FACILITY

INTERCONNECTING UNDER THE CLUSTER STUDY PROCESS

BETWEEN AMONG

WINDHUB SOLAR A, LLC
AND
WINDHUB SOLAR B, LLC
AND

SOUTHERN CALIFORNIA EDISON COMPANY

PROJECT: Windhub Solar (SCE WDT1123)
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Appendix A – Interconnection Facilities, Network Upgrades and Distribution Upgrades

Appendix B – Milestones

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Appendix F – Addresses for Delivery of Notices and Billings

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

Appendix H – Interconnection Requirements For A Wind Generating Plant
Recitals

WHEREAS, Distribution Provider operates the Distribution System; and

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

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

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

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

Article 1. Definitions

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

Affected System shall mean an electric system other than the Distribution Provider’s Distribution System that may be affected by the proposed interconnection.

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

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

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.

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

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

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

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

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.
Clustering Large Generator Interconnection Agreement (CLGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility processed pursuant to the Clustering Large Generator Interconnection Procedures, a pro forma version of which is set forth in Appendix 4 to the CLGIP.

Clustering Large Generator Interconnection Procedures (CLGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility set forth in Attachment H of the Distribution Provider’s Tariff.

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

Commercial Operation Date of 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 CLGIA.

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

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

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 CLGIA.

Delivery Network Upgrades shall mean the transmission facilities at or beyond the point where the Distribution Provider’s Distribution System interconnects to the ISO Grid, other than Reliability Network Upgrades, identified in the Interconnection Studies to relieve constraints on the ISO Grid.

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 CLGIA to the extent necessary.

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

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

**Distribution Service** shall mean the wholesale distribution service provided under the Tariff.

**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 CLGIA becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

**Electric Generating Unit** shall mean an individual electric generator 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 CLGIA to possess black start capability.

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

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


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

**Full Capacity Deliverability Status** shall mean the condition whereby a Large Generating Facility interconnected with the Distribution System, under coincident ISO Control Area peak demand and a variety of severely stressed system conditions, can deliver the Large Generating Facility’s full output to the aggregate of load on the ISO Grid, consistent with the ISO’s reliability criteria and procedures and the ISO’s On-Peak Deliverability Assessment as set forth in Section 6.3.2.1 of the CLGIP.

**Generating Facility** shall mean Interconnection Customer’s Electric Generating Unit(s) used for the production 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.

**Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Distribution Provider, or any Affiliate thereof.

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

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

**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 CLGIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

**Interconnection Facilities** shall mean the Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider’s Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.
**Interconnection Financial Security** shall have the meaning assigned to it in Section 8 of the CLGIP.

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

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the CLGIP, 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 electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the CLGIA and, if applicable, the Distribution Provider's Tariff.

**Interconnection Study** shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 6 and Section 7 of the CLGIP.

**Interconnection Study Cycle** shall mean all requirements, actions, and respective obligations of the Distribution Provider and Interconnection Customer under the CLGIP applicable to an Interconnection Request submitted in a particular Queue Cluster Window through execution by the parties of a CLGIA, or submission to FERC by Distribution Provider of an unexecuted CLGIA pursuant to Section 10 of the CLGIP.

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

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Large Generator Interconnection Study Process Agreement (LGISPA) shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Large Generating Facility, a pro forma version of which is set forth in Appendix 3 of the CLGIP.

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 CLGIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying 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 CLGIA 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 Council or its successor organization.

Network Upgrades shall mean Delivery Network Upgrades and Reliability Network Upgrades.

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

Off-Peak Deliverability Assessment shall mean the technical study performed under Section 6.3.2.2 of the CLGIP.

On-Peak Deliverability Assessment shall mean the technical study performed under Section 6.3.2.1 of the CLGIP.

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.

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

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

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

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

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

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

**Pre-Construction Activities** shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section 9 of the CLGIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering,
permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

**Queue Cluster Window** shall mean a period of time specified by the Distribution Provider in which Interconnection Requests will be accepted for processing as set forth in Section 3.3 of the CLGIP.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the CLGIA, 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 Large Generating Facility(ies) safely and reliably to the ISO Grid, which would not have been necessary but for the interconnection of one or more Large 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 thermal overloads, occurring under any system condition, where such thermal overloads cannot be adequately mitigated through the ISO’s congestion management, operating procedures, or special protection systems based on the characteristics of the Large 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 Large Generating Facility’s interconnection may have on a path’s Applicable Reliability Council rating.

**Results Meeting** shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the ISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 6 of the CLGIP.

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

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

**Site Exclusivity Deposit** shall mean the cash deposit provided to the Distribution Provider by Interconnection Customers under Section 3.4.1 of the CLGIP as an option in lieu of demonstrating Site Exclusivity for a valid Interconnection Request and treated in accordance with Section 3.4.1.4 of the CLGIP.

**Small Generating Facility** shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

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

**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 Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider's Distribution System, the ISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

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

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

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

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

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

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

2.1 **Effective Date.** This CLGIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Distribution Provider shall promptly file this CLGIA 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 CLGIA shall remain in effect for a period of twenty-five (25) years from the Effective Date July 26, 2014 and shall be automatically renewed for each successive one-year period thereafter.

2.3 **Termination Procedures.**

2.3.1 **Written Notice.** This CLGIA 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 CLGIA in accordance with Article 17.

2.3.3 **Suspension of Work.** This CLGIA may be deemed terminated in accordance with Article 5.16.

2.3.4 Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this CLGIA, 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 CLGIA. 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 CLGIA, 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 CLGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

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

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this CLGIA, 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 CLGIA, the Parties will take all appropriate steps to disconnect the Large 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 CLGIA or such non-terminating Party otherwise is responsible for these costs under this CLGIA.

2.6 Survival. This CLGIA 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 CLGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this CLGIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this CLGIA 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 CLGIA (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 CLGIA, 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 Large Generating Facility to the Distribution System and be eligible to deliver the Large Generating Facility’s output using the capacity of the Distribution System to the ISO Grid. 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 inject power from the Large Generating Facility into Distribution Provider’s Distribution System pursuant to the Tariff. The Interconnection Customer may not deliver 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 the output of its Large Generating Facility to any particular load on the ISO Grid without incurring congestion costs. In the event of transmission constraints on the ISO Grid, Interconnection Customer's Large 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 of its resource.

4.2 **Provision of Service.** Distribution Provider shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

4.3 **Performance Standards.** Each Party shall perform all of its obligations under this CLGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the CLGIA and submit the amendment to FERC for approval.
4.4 **No Distribution Service or Transmission Service.** The execution of this CLGIA does not constitute a request for, nor the provision of, Distribution Service under the Tariff or any transmission service under the ISO Tariff.

4.5 **Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this CLGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

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

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

5.1.1 **Standard Option.** Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 **Liquidated Damages.** The actual damages to Interconnection Customer, in the event Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Distribution Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer’s fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Distribution Provider to Interconnection Customer in the event that Distribution Provider does not complete any portion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, in the aggregate, for which Distribution Provider has assumed responsibility to design, procure and construct.

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

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Distribution Provider's delay; (2) Distribution Provider’s failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into a CLGIA with Distribution Provider, action or inaction by the ISO, or any cause beyond Distribution Provider’s reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.
5.4 **Power System Stabilizers.** The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the ISO Tariff. Distribution Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility’s Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5 **Equipment Procurement.** If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

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

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

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

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

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

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

5.6.3 Distribution Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and
5.6.4 Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7 **Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.

5.8 **Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties’ Interconnection Facilities and compatibility of the Interconnection Facilities with Distribution Provider’s Distribution System, and shall work diligently and in good faith to make any necessary design changes.

5.9 **Limited Operation.** If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, Distribution Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and Interconnection Customer’s Interconnection Facilities may operate prior to the completion of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this CLGIA. Distribution Provider shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer’s Interconnection Facilities in accordance with the results of such studies.

5.10 **Interconnection Customer’s Interconnection Facilities (‘ICIF’).** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

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

5.10.2 Distribution Provider’s Review. Distribution Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large 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 Large 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 Large Generating Facility. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Large 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 CLGIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this CLGIA shall govern.

5.11 Distribution Provider's Interconnection Facilities Construction. Distribution Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities: No as-built drawings will be provided.

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

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

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

5.14 **Permits.** Distribution Provider or Distribution Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.

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

5.16 **Suspension.** Interconnection Customer reserves the right, upon written notice to Distribution Provider, to suspend at any time all work by Distribution Provider associated with the construction and installation of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades required under this CLGIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple Generating Facilities, with the condition that Distribution System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Distribution Provider’s safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Distribution Provider (i) has incurred pursuant to this CLGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Distribution System and Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Distribution Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Distribution Provider shall obtain Interconnection Customer's authorization to do so.

Distribution Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Distribution Provider required under this CLGIA pursuant to this Article 5.16, and has not requested Distribution Provider to recommence the work or has not itself recommenced work required under this CLGIA on or before the expiration of three (3) years following commencement of such suspension, this CLGIA shall be deemed terminated and the Interconnection Customer’s responsibility for costs will be determined in accordance with Section 2.4 of this CLGIA. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Distribution Provider, if no effective date is specified. The maximum three-year period shall apply to the projected Commercial Operation Date for the Large Generating Facility identified in the initial Interconnection Request, without regard to any subsequent changes to the dates set forth in the Interconnection Request, without regard to the milestone schedule dates set forth in Appendix B hereto or any changes to those dates, and without regard to any other scheduled dates for action affecting the Large Generating Facility, Interconnection Facilities, or Network Upgrades or any changes to those dates.

5.17 **Taxes.**

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

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

At 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 CLGIA 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 CLGIA 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 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 year testing period and the applicable statute of limitation, as it may be extended by Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider (“Current Taxes”) on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this CLGIA (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, 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 CLGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

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

5.17.6 Subsequent Taxable Events. If, within 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, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this CLGIA terminates and Transmission Provider retains ownership of the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Distribution Provider’s receipt of payments or property constitutes income that is subject to taxation, Distribution Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Distribution Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the
conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

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

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this CLGIA 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 CLGIA 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 CLGIA, 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 §35.19(a)(2)(iii) from the date payment was made by Interconnection Customer to the date
Distribution Provider refunds such payment to Interconnection Customer, and

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

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

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer’s sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this CLGIA. 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 CLGIA 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 CLGIA.
5.18 **Tax Status.** Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this CLGIA is intended to adversely affect any Distribution Provider’s tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 **Modification.**

5.19.1 **General.** Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large 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 Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Distribution Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 **Standards.** Any additions, modifications, or replacements made to a Party’s facilities shall be designed, constructed and operated in accordance with this CLGIA 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-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and Interconnection Customer’s Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

6.2 Post-Commercial Operation Date Testing and Modifications. Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the 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 CLGIA.

Article 7. Metering

7.1 General. Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of the ISO Tariff regarding metering, including Section 10 and the Metering Protocol 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 Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at 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-poll 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 CLGIA, 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 Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. 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 Large Generating Facility to the location(s) specified by Distribution Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

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

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

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

Article 9. Operations

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

9.2 Control Area Notification. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Distribution Provider in writing of the Control Area in which the Large Generating Facility will be located. If Interconnection Customer elects to locate the Large Generating Facility in a Control Area other than the Control Area in which the Large 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 CLGIA, 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 Large 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 CLGIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this CLGIA 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 Large Generating Facility and Interconnection Customer’s Interconnection Facilities in a safe and reliable manner and in accordance
with this CLGIA. Interconnection Customer shall operate the Large 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 CLGIA. 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 CLGIA.

9.5 Start-Up and Synchronization. Consistent with the Parties’ mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Large Generating Facility to Distribution Provider’s Distribution System.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless Distribution Provider has established different requirements that apply to all generators in the Control Area on a comparable basis. The requirements of this paragraph shall not apply to wind generators; rather, the requirements of Appendix G shall apply to wind generators.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Large Generating Facility with the Distribution System, Distribution Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large 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 Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large 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 Governors and Regulators. Whenever the Large Generating Facility is operated in parallel with the Distribution System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer
shall operate the Large Generating Facility with its speed governors and voltage regulators in automatic operation. If the Large Generating Facility's speed governors and 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 Large Generating Facility’s reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Distribution System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the 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 Large Generating Facility when the ISO requests Interconnection Customer to operate its Large 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.

9.7 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 Large 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 if such delivery of electricity could adversely affect Distribution Provider’s ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Distribution System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;
9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Distribution Provider;

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

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 Large Generating Facility or Interconnection Customer’s Interconnection Facilities. Distribution Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Distribution Provider’s Interconnection Facilities, Distribution System, or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer’s Interconnection Facilities.
9.7.4.2 Each Party’s protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

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

9.7.4.4 Each Party’s protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 **Requirements for Protection.** In compliance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large 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 Large Generating Facility and the Distribution System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large 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 Large Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution System could adversely affect the Large Generating Facility.

9.7.6 **Power Quality.** Neither Party’s facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.

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

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

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

9.9.2 **Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Distribution Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.
9.10 **Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Large 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 CLGIA.

10.2 **Interconnection Customer Obligations.** Interconnection Customer shall maintain the Large Generating Facility and Interconnection Customer’s Interconnection Facilities in a safe and reliable manner and in accordance with this CLGIA.

10.3 **Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.

10.4 **Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 **Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer’s Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Distribution Provider’s Interconnection Facilities.

**Article 11. Performance Obligation**

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

11.3 Network Upgrades and Distribution Upgrades. Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Distribution Provider or Distribution Owner elects to fund the capital for the Distribution Upgrades and Network Upgrades, they shall be funded by Interconnection Customer.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC’s regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.
If the Large Generating Facility fails to achieve commercial operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 Special Provisions for Affected Systems. Unless Distribution Provider provides, under the CLGIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

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

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 8 of the CLGIP in a manner acceptable under Section 8 of the CLGIP.

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 CLGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice. Within twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades and shall set forth such costs in sufficient detail to enable
Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Distribution Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 **Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this CLGIA.

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 CLGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Distribution Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Distribution Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii).

**Article 13. Emergencies**

13.1 **Definition.** "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, Distribution Provider's Interconnection Facilities or the Transmission Systems of others to which the Distribution System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large 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 CLGIA 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 CLGIA.
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 Large 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 Large 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 Large 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 Large Generating Facility or Interconnection Customer’s Interconnection Facilities. Distribution Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer’s Interconnection Facilities. Interconnection Customer shall comply with all of Distribution Provider’s operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer’s design.
limitations of the Large Generating Facility’s equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 **Reduction and Disconnection.** Distribution Provider may reduce Interconnection Service or disconnect the Large 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 Large 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 CLGIA and the CLGIP, Interconnection Customer may take actions or inactions with regard to the Large 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 Large 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.** Except as otherwise provided in Article 11.6.1 of this CLGIA, 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 CLGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this CLGIA 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 CLGIA 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 CLGIA 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 CLGIA, 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 CLGIA by giving five (5) Business Days written notice prior to the effective date of the change.

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

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.
15.4 Operations and Maintenance Notice. Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Uncontrollable Force

16.1 Uncontrollable Force.

16.1.1 Economic hardship is not considered an Uncontrollable Force event.

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

Article 17. Default

17.1 Default

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force as defined in this CLGIA 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
CLGIA 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 CLGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this CLGIA.

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 CLGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

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

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

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional
attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

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

18.3 **Insurance.** Each party shall, at its own expense, maintain in force throughout the period of this CLGIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

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

18.3.2 **Commercial General Liability Insurance** including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their 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 CLGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer’s liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public 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 CLGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this CLGIA.

18.3.9 Within ten (10) days following execution of this CLGIA, 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) days thereafter, each Party shall provide certification of all insurance required in this CLGIA, executed by each insurer or by an authorized representative of each insurer.
18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party’s senior secured debt is rated at investment grade or better by Standard & Poor’s and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party’s senior secured debt is unrated by Standard & Poor’s or is rated at less than investment grade by Standard & Poor’s, 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, 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 arising out of this CLGIA.

Article 19. Assignment

19.1 Assignment. This CLGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this CLGIA 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 CLGIA; and provided further that Interconnection Customer shall have the right to assign this CLGIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Large 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 CLGIA shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

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

Article 21. Comparability

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

Article 22. Confidentiality

22.1 Confidentiality. Confidential Information shall include, without limitation, all
information relating to a Party’s technology, research and development, business affairs,
and pricing, and any information supplied by either of the Parties to the other prior to the
execution of this CLGIA.

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 CLGIA, and for a period of three (3) years after
the expiration or termination of this CLGIA, 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 CLGIA; or (6) is required, in accordance with Article 22.1.7 of the CLGIA,
Order of Disclosure, to be disclosed by any Governmental Authority or is
otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this CLGIA. 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 CLGIA, 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 CLGIA 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 CLGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose.
Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 **Termination of Agreement.** Upon termination of this CLGIA 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 CLGIA, 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 CLGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the CLGIA 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 CLGIA
("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 CLGIA 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 Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

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

24.2 Information Submission by Distribution Provider. The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the
activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer. The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the CLGIP. It shall also include any additional information provided to Distribution Provider for the Feasibility and Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Distribution Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Distribution Provider pursuant to the Interconnection Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Trial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all “as-built” Large 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 Large Generating Facility as required by Good Utility Practice such as an open circuit “step voltage” test on the Large Generating Facility to verify proper operation of the Large Generating Facility’s automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large 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 Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility’s terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large 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 CLGIA; and (ii) carry out its obligations and responsibilities under this CLGIA. 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 CLGIA.

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 CLGIA 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 CLGIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this CLGIA, 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 CLGIA. 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 CLGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.
25.4 Audit Rights Periods.

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

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to either Party's performance or satisfaction of all obligations under this CLGIA 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 CLGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this CLGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this CLGIA 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 CLGIA. 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 CLGIA. Any applicable obligation imposed by this CLGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor’s insurance.
Article 27. Disputes

27.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this CLGIA 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 CLGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this CLGIA 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 CLGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, Distribution Upgrades, or Network Upgrades.
27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

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

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

28.1.2 Authority. Such Party has the right, power and authority to enter into this CLGIA, to become a Party hereto and to perform its obligations hereunder. This CLGIA 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 CLGIA 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 CLGIA 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 CLGIA, and it will provide to any Governmental Authority notice of any actions under this CLGIA that are required by Applicable Laws and Regulations.

Article 29. [Reserved]
Article 30. Miscellaneous

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

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

30.3 Rules of Interpretation. This CLGIA, 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 CLGIA, 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 CLGIA), 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 CLGIA or such Appendix to this CLGIA, or such Section to the CLGIP or such Appendix to the CLGIP, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this CLGIA 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 CLGIA, 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 CLGIA. 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 CLGIA.

30.5 No Third Party Beneficiaries. This CLGIA 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 CLGIA to insist, on any occasion, upon strict performance of any provision of this CLGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this CLGIA 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 CLGIA. Termination or Default of this CLGIA 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 CLGIA shall, if requested, be provided in writing.

30.7 **Headings.** The descriptive headings of the various Articles of this CLGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this CLGIA.

30.8 **Multiple Counterparts.** This CLGIA 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 CLGIA 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 CLGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this CLGIA 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 CLGIA 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 CLGIA 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 CLGIA 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 CLGIA 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 CLGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Southern California Edison Company

By: /s/ Robert G. Woods

Name: Robert G Woods

Title: Managing Director, T&D Asset Management & Operations Support

Date: August 1, 2016

Windhub Solar A, LLC

By: /s/ Brian Kunz

Name: Brian Kunz

Title: Vice President, Project Development

Date: July 26, 2016

Windhub Solar B, LLC

By: /s/ Brian Kunz

Name: Brian Kunz

Title: Vice President, Project Development

Date: July 26, 2016
Appendix A to CLGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

The Distribution Provider’s Interconnection Facilities, Network Upgrades and Distribution Upgrades described in this Appendix A are based on the Distribution Provider’s preliminary engineering and design. Such descriptions are subject to modification to reflect the actual facilities constructed and installed following the Distribution Provider’s final engineering and design, identification of field conditions, and compliance with applicable environmental and permitting requirements.

1. Interconnection Facilities.

(a) Interconnection Customer's Interconnection Facilities. The Interconnection Customer shall:

(i) Shared Interconnection Customer's Interconnection Facilities between the Windhub Solar Project and WDT435 Project, constructed under the WDT435 SGIA.

1. Install one (1) substation referred to as the “JavelinaSunspot Substation:” with one (1) 66/34.5kV main step-up transformer with a 7 percent impedance on a 24 MVA base. The Javelina-Sunspot Substation serves the Windhub Solar Project and the WDT435 Project.

2. Install a newThe approximate 10.5-two-mile 66kV generation tie-line from the Sunspot SubstationGenerating Facility to the last transmission structure located outside of the Distribution Provider’s Windhub 66kV Substation property line, where a structure designed and engineered in accordance with the Distribution Provider’s specifications (“Last Structure”). This generation tie-line will be referred to as the Javelina-Windhub-Sunspot 66kV Line. The right-of-way for the Windhub-Sunspot Javelina-Windhub 66kV Line shall extend up to the edge of the Windhub Substation property line.

3. (Note: The Javelina-Windhub 66 kV Line name is subject to change by the Distribution Provider based upon its transmission line naming criteria. Should the Javelina-Windhub 66 kV Line name be changed, this CLGIA may be amended to reflect such change.)

(i) Install optical ground wire (“OPGW”) on the Javelina-Windhub 66kV Line to provide one of two telecommunication paths required for the line protection scheme, the Remote Terminal Units (“RTU”), and one of the two required telecommunication paths required for the SPS. A minimum of eight (8) strands within the OPGW shall be provided for the Distribution Provider’s exclusive use into Windhub Substation.
3. Install The redundant appropriate single-mode fiber-optic cables for the diverse two telecommunication paths and panels to terminate the telecommunication fiber-optic cables for both diverse telecommunication paths, as specified by the Distribution Provider to match the telecommunication equipment used by the Distribution Provider at Windhub Substation and at the Generating Facility, in order to protect the Windhub-Sunspot Javelina-Windhub 66kV Line.

(ii) The Interconnection Customer shall install two (2) 66/34.5kV main step-up transformers, each with a 7.5 percent impedance on a 14 MVA base and an X/R ratio of 18 at the Sunspot Substation.

(ii) The Interconnection Customer shall own, operate and maintain the telecommunication path (including OPGW, any fiber-optic cables, and appurtenant facilities), with the exception of the terminal equipment at both Windhub Substation and at the Generating Facility, which terminal equipment will be installed, owned, operated and maintained by the Distribution Provider.

(iii) Allow the Distribution Provider to review the Interconnection Customer’s telecommunication equipment design and perform inspections to ensure compatibility with the Distribution Provider’s terminal equipment and protection engineering requirements; allow the Distribution Provider to perform acceptance testing of the telecommunication equipment and the right to request and/or to perform correction of installation deficiencies.

(iv) 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 utilization of the Distribution Provider’s existing remote terminal unit (“RTU”) at Sunspot Substation in accordance with the Interconnection Handbook.

(v) The Interconnection Customer shall 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.

(vi) Install an optical entrance cable extending the OPGW communications to a patch panel in the Distribution Provider’s communications equipment.

(vii) Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff.

(v) The Interconnection Customer shall install revenue metering cabinet(s) and revenue metering equipment (typically, voltage and current transformers) to meter retail load of each Co-Tenant at the Generating Facility to meter the Generating Facility retail load independently, as specified by the Distribution Provider. The metering cabinet(s) must be placed at a location that would allow twenty-four hour access for the Distribution Provider’s metering personnel. The Interconnection Customer shall

(viii) Provide a metering cabinet for the Distribution Provider to install its retail metering equipment and related meters. Such cabinet must be placed at a location
that would allow twenty-four hour access for the Distribution Provider’s metering personnel.

(ix)(vi) Allow the Distribution Provider to install, in the revenue metering cabinet(s) provided by the Interconnection Customer, revenue meters required to meter the retail load at the Generating Facility.

(x)(vii) The Interconnection Customer shall install relay protection to be specified by the Distribution Provider to match the relay protection used by the Distribution Provider at Windhub Substation and at the Generating Facility, in order to protect the Javelina-Windhub-Sunspot 66kV Line, as follows:

1. Two (2) current differential relays via diversely routed dedicated digital communication channels to Windhub Substation. The make and type of the current differential relays will be specified by the Distribution Provider during final engineering of the Generating Facility. For purposes of this CLGIA one GE L90 and one SEL 311L were assumed.

2. Necessary relays and satellite clock to support the SPS requirements for the Generating Facility. The make and type of the SPS relays and satellite clock will be specified by the Distribution Provider during final engineering of the project.

(xi)(viii) The Interconnection Customer shall 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. The Distribution Provider shall:

(i) Shared Distribution Provider’s Interconnection Facilities between the Windhub Solar Project and WDT435 Project.

1. Windhub Substation.

   Install the following equipment at a 66 kV position for the new Javelina-Windhub 66 kV Line: The Distribution Provider’s Interconnection Facilities portion of the 66 kV position at Windhub Substation for the termination of the Windhub-Sunspot 66 kV Line.

   a. Three (3) underground line riser structures that equip a 66 kV position for the Windhub-Sunspot 66 kV Line.

   b. One (1) GE L90 current differential relay as primary protection.

   c. One (1) SEL-311L current differential relay as back-up protection.

   a—

   i. Install one 39-foot high by 22-foot wide 66 kV line steel dead-end structure and foundations.

   ii. Install two 69,000-115V potential transformer on a 7’-8” high steel support structure and foundation.

   iii. Install three underground getaways with potheads and surge arrestors.

   iv. Install the following equipment at the existing Mechanical Electrical Equipment Room (“MEER”) Building on two new 19-inch racks:
Two (2) current differential relays. The make and type of the current differential relays will be specified by the Distribution Provider during final engineering of the project. For purposes of this CLGIA one GE L90 and one SEL 311L were assumed.

2. **Javelina-Windhub-Sunspot 66kV Line.**
   Install The Windhub-Sunspot 66kV Line one new 75 foot tubular steel pole (TSP) with underground riser and 500 circuit feet of 3000 kcmil copper cable, as specified below, between the Last Structure and the substation dead-end rack at the 66kV switchyard.
   a. One (1) engineered steel pole, one (1) 66 kV remote controlled switch and one (1) span of conductor from the Distribution Provider’s dead-end structure to the Last Structure.
   b. Two (2) 10 foot by 20 foot by 9.6 foot vaults, one (1) underground duct bank approximately 1600 feet in length and approximately 4800 feet of 3000 kcmil Al cable within the underground duct bank system.

3. **Telecommunications.**
   Install The 1,200 feet of redundant fiber optic cables and all additional required light-wave, channel, fiber optic cables and associated equipment (including terminal equipment), supporting diverse protection, RTU, SPS and SCADA requirements for the interconnection of the Generating Facility. Notwithstanding that certain telecommunication equipment, including the telecommunications terminal equipment, will be located on the Interconnection Customer’s side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain such telecommunication equipment as part of the Distribution Provider’s Interconnection Facilities.

4. **Real Properties, Transmission Project Licensing, and Environmental Health and Safety.**
   Easements and/or land, licensing and permits, and all required environmental activities for the installation of the Shared Facilities.

5. **Power System Control.**
   The RTU at Sunspot Substation 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.
(ii) **Windhub Substation.** The Distribution Provider shall:
Perform a relay coordination study and re-set/test of protection relays, as required, to account for the new Generating Facility connection.

(iii)(iii) **Real Properties, Transmission Project Licensing, and Environmental Health and Safety.** The Distribution Provider shall:
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 that are not part of the Shared Facilities, including any associated equipment for the Javelina-Windhub 66kV Line and telecommunication route.

(iii)(iv) **Metering.** The Distribution Provider shall:
Install revenue meters required to meter the retail load at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer’s side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain such facilities as part of the Distribution Provider’s Interconnection Facilities.

(iv) **Power System Control.** The Distribution Provider shall:
(v)
Add points to the substation automation system equipment at Sunspot Substation to monitor the new Windhub-Sunspot 66 kV Line and associated circuit breakers, and relay protection status alarms. 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. **Network Upgrades.**

   (a) **Stand Alone Network Upgrades.** None.

   (b) **Other Network Upgrades.**

      (i) **Reliability Network Upgrades.** None.

      (ii) **Delivery Network Upgrades.** None.

3. **Distribution Upgrades.** The Distribution Provider shall:
(i) **Shared Distribution Upgrades between the Windhub Solar Project and WDT435 Project.**

(a) **Windhub Substation:**
The Distribution Upgrades portion of the 66kV position at Windhub Substation, as specified below:
1. A 66 kV position for the Windhub-Sunspot 66 kV Line, including two (2) circuit breakers, two (2) breaker failure relays, and four (4) sets of disconnect switches.
2. Loss of A-bank scheme at Windhub Substation.

(ii) **Power System Control.** The Distribution Provider shall:
Add points to the substation automation system equipment at Windhub Substation to monitor the new Windhub-Sunspot 66 kV Line and associated circuit breakers, and relay protection status alarms.

Equip one 66 kV line position as follows:
(i) Install two 40kA, 2000A, 66 kV breakers and foundations.
(ii) Install two sets of 66 kV group operated, horizontally mounted disconnect switches on 7’-9” high steel support structures and foundations.
(iii) Install two sets of 66 kV group operated, horizontally mounted disconnect switches on 11’-2” high steel support structures and foundations.
(iv) Install nine support insulators on 10’-6” high steel support structures and foundations.
(v) Install one 69,000-115V potential transformer on a 7’-8” high steel support structure and foundation.
(vi) Modify the existing RTU at Windhub Substation
(vii) Add the Project to Loss of A-Bank Scheme at Windhub Substation

4. **Not Used.**

5. **Point of Change of Ownership.**

(a) **Windhub-Sunspot Javelina-Windhub 66kV Line:** The Point of Change of Ownership shall be the point where the Distribution Provider’s conductors from Windhub Substation are attached to the Last Structure, which will be connected on the side of the Last Structure facing Windhub Substation. The Interconnection Customer or the interconnection customer of the WDT435 Project, or both, shall own and maintain the Last Structure, the conductors, insulators and jumper loops from such Last Structure to the Interconnection Customer’s Generating Facility. The Distribution Provider will own and maintain the Windhub Substation, as well as all circuit breakers, disconnects, relay facilities and metering within the Windhub Substation, together with the line drop, in their entirety, from the Last Structure to Windhub Substation. The Distribution Provider will own the insulators that are used to attach the Distribution Provider-owned conductors to the Last Structure.
(b) Telecommunication fiber optic cable: OPGW: The Point of Change of Ownership shall be the point where the OPGW-redundant fiber optic cables are attached to the fiber termination panels located inside the Distribution Provider’s owned and designated manhole structures last structure.

c(b) Telecommunication diverse fiber optic cable: The Distribution Provider-owned manhole where the Interconnection Customer’s fiber optic cable is to be spliced to the Distribution Provider’s fiber optic cable.

6. **Point of Interconnection.** The Distribution Provider’s Windhub 66 kV Substation at the 66 kV bus.

7. **One-Line Diagram of Interconnection to Windhub 66kV Substation.**
7.8. Additional Definitions. For the purposes of these Appendices, the following terms, when used with initial capitalization, whether in the singular or the plural, shall have the meanings specified below:

(a) **Accounting Practice:** Generally accepted accounting principles and practices applicable to electric utility operations.

(b) **Annual Tax Security Reassessment:** In accordance with the directives of FERC Orders 2003-A and 2003-B associated with Article 5.17.4 of the CLGIA, the annual reassessment of the Current Tax Liability, which will commence the first year after Interconnection Customer’s In-Service date.

(c) **Balancing Authority:** The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

(d) **Balancing Authority Area:** The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.
(e) **Capital Additions:** Any modifications to the Distribution Provider’s Interconnection Facilities or to the Distribution Upgrades. Such modifications may be any Units of Property which are added to the Distribution Provider’s Interconnection Facilities or Distribution Upgrades; the enlargement, modification or betterment of any Units of Property constituting a part of the Distribution Provider’s Interconnection Facilities or Distribution Upgrades; or the replacement of any Units of Property constituting a part of the Distribution Provider’s Interconnection Facilities or Distribution Upgrades, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; and the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost or the Distribution Upgrades Cost.

(f) **Capital Additions Cost:** All the Interconnection Customer’s allocated share of all costs, excluding One-Time Cost, determined by Distribution Provider to be associated with the design, engineering, procurement, construction and installation of Capital Additions.

8.---

(g) **Co-Tenant:** Co-Tenant shall have the meaning ascribed to such term in Section 6 of Appendix C to this CLGIA. The responsibilities of each Co-Tenant are described in such Section 6.

(h) **Co-Tenancy Agreement:** The Co-Tenancy Agreement shall have the meaning ascribed to such term in Section 6(a) of Appendix C to the CLGIA.

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(i) **CPUC:** The California Public Utilities Commission, or its regulatory successor.

(j) **Credit Support:** A parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Section 8.1 of the CLGIP.

(k) **Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities:** The rate most recently adopted by the CPUC for application to the Distribution Provider’s retail electric customers for customer-financed added facilities, which does not compensate the Distribution Provider for replacement of added facilities. The currently effective Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities is as provided in Attachment J of the Tariff.

(l) **Delivery Network Upgrades Cost:** The Interconnection Customer’s allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Delivery Network Upgrades. The Delivery Network Upgrades Cost is provided in Section 15 of this Appendix A.
Delivery Network Upgrades Payment: The sum of the Delivery Network Upgrades Cost and associated One-Time Cost. The Delivery Network Upgrades Payment is provided in Section 17 of this Appendix A.

Distribution Upgrades Charge: The monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider’s applicable Distribution Upgrades, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the applicable Distribution Upgrades Cost. The Distribution Upgrades Charge is provided in Section 16 of this Appendix A.

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

Distribution Upgrades Cost: The Interconnection Customer’s allocated share of all costs, excluding ITCC and One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 15 of this Appendix A.

Distribution Upgrades Payment: The sum of the Distribution Upgrades Cost and associated One-Time Cost. The Distribution Upgrades Payment is provided in Section 17 of this Appendix A.

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 for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 16 of this Appendix A.

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

Interconnection Facilities Cost: The Interconnection Customer’s allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Distribution Provider’s Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 15 of this Appendix A.

Interconnection Facilities Payment: The sum of the Interconnection Facilities Cost and associated One-Time Cost. The Interconnection Facilities Payment is provided in Section 17 of this Appendix A.

ITCC (Income Tax Component of Contribution): The ITCC is equal to the estimated tax liability described in Article 5.17.4 of the CLGIA and is the Income Tax
Component of Contribution specified in the Preliminary Statement, Part M of the Distribution Provider’s tariff on file with the CPUC, applicable to the Distribution Upgrades Cost and Interconnection Facilities Cost. The ITCC applicable to the Distribution Upgrades Cost and Interconnection Facilities Cost is described in Section 11 of this Appendix A and is shown in Section 15 of this Appendix A.

- **One-Time Cost**: The Interconnection Customer’s allocated share of all costs determined by the Distribution Provider to be associated with the installation of the Delivery Network Upgrades, Distribution Upgrades, Distribution Provider’s Interconnection Facilities, Reliability Network Upgrades, or Capital Additions which are not capitalized.

- **Reliability Network Upgrades Cost**: The Interconnection Customer’s allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 15 of this Appendix A.

- **Reliability Network Upgrades Payment**: The sum of the Reliability Network Upgrades Cost and associated One-Time Cost. The Reliability Network Upgrades Payment is provided in Section 17 of this Appendix A.

- **Removal Cost**: The actual cost the Distribution Provider incurs for the removal of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or any portion thereof, which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Distribution Provider’s Interconnection Facilities and Distribution Upgrades.

- **Shared Facilities**: The Distribution Provider’s Interconnection Facilities identified in Section 1(b)(i) of this Appendix A and the Distribution Provider’s Distribution Upgrades identified in Section 3(i) of this Appendix A that are utilized by both the Generating Facility and the WDT435 Project and which have been constructed under the WDT435 SGIA.

- **Special Protection System (“SPS”)**: A system that reduces or trips generation under contingency outages to maintain system stability or to limit overloads on electric system facilities.

- **Tax Security**: 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.
(dd) Units of Property: As described in FERC's “List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees” in effect as of the date of this CLGIA, as such “List” may be amended from time to time.

(ee) WDT435 Project: The small generating facility interconnected to Windhub Substation at the 66 kV bus via the Windhub-Sunspot 66 kV Line, with a net output of 19.74 MW as measured at the Point of Interconnection.

(ff) WDT435 SGIA: The small generator interconnection agreement entered into on November 22, 2013 between the interconnection customer for the WDT435 Project a/k/a SEPV Mojave West, LLC and Distribution Provider, Service Agreement No. 560 under the Distribution Provider’s Wholesale Distribution Access Tariff, as such service agreement may, from time to time, be amended.

9. Transmission Credits. Pursuant to Article 11.4 of the CLGIA, the Interconnection Customer elects to receive repayment of the amounts advanced for its share of the costs of the Network Upgrades, which equals the sum of the Reliability Network Upgrades Payment and the Delivery Network Upgrades Payment, as shown in Section 17 of this Appendix A-None.

10. Security Amount for the Distribution Upgrades, the Distribution Provider’s Interconnection Facilities and Network Upgrades.

(a) Distribution Upgrades: Pursuant to Section 8 of the CLGIP, and Appendix B of the CLGIA, the Interconnection Customer shall provided Credit Support in the total amount of $1,444,160$1,408,371 to cover the original costs for constructing, procuring and installing the Distribution Upgrades.

(b) The Distribution Provider’s Interconnection Facilities: Pursuant to Section 8 of the CLGIP, and Appendix B of the CLGIA, the Interconnection Customer shall provided Credit Support in the total amount of $1,822,238$1,858,027 for the third posting to cover the original costs for constructing, procuring and installing the Distribution Provider’s Interconnection Facilities.

(c) Network Upgrades: Pursuant to Section 8 of the CLGIP, and Appendix B of the CLGIA, the Interconnection Customer shall provide Credit Support in the total amount $0 for the third posting to cover the costs for constructing, procuring and installing the Network Upgrades.

(d) To the extent that any Credit Support is not utilized by the Distribution Provider, the release of such Credit Support shall be made in accordance with the Interconnection Customer’s instruction.

11. Security Amount for Estimated Tax Liability. Pursuant to Article 5.17.4 of the CLGIA, the Interconnection Customer’s estimated tax liability is as follows:

\[
\text{Current Tax Rate} \times (\text{Gross Income Amount} – \text{Present Value of Tax Depreciation})/(1 – \text{Current Tax Rate}) = 35\%
\]
Estimated tax liability for Distribution Upgrades = 35% x (Distribution Upgrades Cost) =
35% x ($1,408,752) = $492,930

Estimated tax liability for Distribution Provider’s Interconnection Facilities = 35% x
(Interconnection Facilities Cost) = 35% x ($1,752) = $638,763

Estimated tax liability assumes the following costs:

Interconnection Facilities Cost = $1,822,238
Distribution Upgrades Cost = $1,408,752

Based upon the total estimated tax liability, the Interconnection Customer shall provide the
Distribution Provider a cash deposit in an escrow account, or a letter of credit, or a parent
 guaranty in the amount of $1,131,826, pursuant to Article 5.17.3 and Appendix B
of the CLGIA, posted as follows. The letter of credit, cash deposit in an escrow account, or
parent guaranty shall meet the requirements of Section 8.1 of the CLGIP.

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<th>Date Due</th>
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<tbody>
<tr>
<td>10/01/2014(Rec’d)</td>
<td>$350,000</td>
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<tr>
<td>06/01/201507/15/2016</td>
<td>Bring up the total amount to $1,130,731,131,826</td>
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</table>

The security obligation shall cease and any letter of credit will be allowed to be removed at
such time as the indemnification obligation terminates as discussed within Article 5.17 of the
CLGIA.

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.

The Annual Tax Security Reassessment will be calculated utilizing the following
methodology:

1) Tax Assessment Event:
   (((Current Tax Rate x (Gross income - NPV Tax Depreciation)) + Interest)/(1 -
   Current Tax Rate)

2) Subsequent Taxable Event:
   (Current Tax Rate x (Replacement Facility Cost – NPV Tax Depreciation))/(1-
   Current Tax Rate)
12. Removal of the Distribution Provider’s Interconnection Facilities and Distribution Upgrades. Following termination of the CLGIA, the Distribution Provider will remove the Distribution Provider’s Interconnection Facilities and Distribution Upgrades from service to the Interconnection Customer, pursuant to Article 2.5 of the CLGIA. On or before the date one year following termination of the CLGIA, the Distribution Provider shall notify the Interconnection Customer as to whether the Distribution Provider intends to physically remove the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or any part thereof. If the Distribution Provider intends to physically remove the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or any part thereof, then the Distribution Provider shall physically remove such facilities within two years from the date of notification of intent, and the Interconnection Customer shall pay the Removal Cost. If the Distribution Provider does not intend to physically remove the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or any part thereof, then the Interconnection Customer shall have no obligation to pay such Removal Cost.

13. Charges.

(a) The Interconnection Customer shall pay to the Distribution Provider the following charges in accordance with the CLGIA: (i) Distribution Upgrades Payment; (ii) Delivery Network Upgrades Payment; (iii) Interconnection Facilities Payment; (iv) Reliability Network Upgrades Payment; (v) payments for any Capital Additions; (vi) Distribution Upgrades Charge; (vii) Interconnection Facilities Charge; (viii) any reimbursable FERC fees pursuant to Section 14(h) of this Appendix A; (ix) Removal Cost pursuant to Article 2.4.3 of the CLGIA and Section 12 of this Appendix A; (x) termination charges pursuant to Article 2.4 of the CLGIA; (xi) disconnection costs pursuant to Article 2.5 of the CLGIA; and (xii) suspension costs pursuant to Article 5.16 of the CLGIA.

(b) The Distribution Upgrades Cost, Delivery Network Upgrades Cost, Interconnection Facilities Cost, Reliability Network Upgrades Cost, Capital Additions Cost, One-Time Cost and Removal Cost shall be compiled in accordance with Accounting Practice.

(c) If, during the term of the CLGIA, the Distribution Provider executes an agreement to provide service to another entity (other than the Interconnection Customer’s retail load) that contributes to the need for the Distribution Provider’s Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on the Distribution Provider’s cost allocation principles in effect at such time and shall be subject to FERC’s approval.

(c)

14. (d) If during the term of this CLGIA, the WDT435 SGIA is terminated, and is not reinstated or replaced, the Interconnection Facilities Charge and Distribution Upgrades Charge shall be adjusted to reflect the Interconnection Customer’s sole usage of the
Shared Facilities. Such revised charges shall be incorporated in an amendment to the CLGIA, subject to FERC’s acceptance or approval.

(a)(c) If Capital Additions are required in order to benefit the Distribution Provider, or because of damage caused by negligence or willful misconduct of the Distribution Provider, then the Interconnection Customer will not bear cost responsibility for such Capital Additions; and no adjustment will be made to the Interconnection Facilities Cost or the Distribution Upgrades Cost; and no Capital Additions Cost or One-Time Cost will be charged to the Interconnection Customer for such Capital Additions.


(a) Pursuant to Article 12.1 of the CLGIA, the Distribution Provider shall submit to the Interconnection Customer invoices due for the preceding month for the Distribution Upgrades Payment, Delivery Network Upgrades Payment, Interconnection Facilities Payment and Reliability Network Upgrades Payment. The amount of the required Credit Support shall be reduced dollar-for-dollar for payments made by the Interconnection Customer pursuant to this CLGIA.

(b) Pursuant to Article 10.5 of the CLGIA, commencing on or following the Interconnection Facilities Completion Date, each month the Distribution Provider will render bills to the Interconnection Customer for the Interconnection Facilities Charge. The Interconnection Facilities Charge shall initially be based on the estimated Interconnection Facilities Cost, as specified in Section 15 of this Appendix A, and payments made for such Interconnection Facilities Charge shall be subject to later adjustment pursuant to Sections 14(b)(i) and 14(b)(ii) of this Appendix A. The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.

(i) If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge, as determined from the actual recorded Interconnection Facilities Cost, the Distribution Provider will bill the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

(ii) If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge, as determined from the actual recorded Interconnection Facilities Cost, the Distribution Provider will credit the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.
(c) Commencing on or following the Distribution Upgrades Completion Date, each month the Distribution Provider will render bills to the Interconnection Customer for the Distribution Upgrades Charge. The Distribution Upgrades Charge shall initially be based on the estimated Distribution Upgrades Cost for the applicable Distribution Upgrades, as specified in Section 15 of this Appendix A, and payments made for such Distribution Upgrades Charge shall be subject to later adjustment pursuant to Section 14(c)(i) and 14(c)(ii) of this Appendix A. The Distribution Upgrades Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.

(i) If the amounts paid for the Distribution Upgrades Charge are less than the amounts due for the Distribution Upgrades Charge, as determined from the actual recorded Distribution Upgrades Cost for the applicable Distribution Upgrades, the Distribution Provider will bill the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

(ii) If the amounts paid for the Distribution Upgrades Charge are greater than the amounts due for the Distribution Upgrades Charge, as determined from the actual recorded Distribution Upgrades Cost for the applicable Distribution Upgrades, the Distribution Provider will credit the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

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

(e) In accordance with Article 5.19.3 of the CLGIA, the Distribution Provider shall submit invoices to the Interconnection Customer for the preceding month for Capital Additions payments due, if any.

(i) For Capital Additions that are the cost responsibility of the Interconnection Customer, the Distribution Provider will provide at least sixty (60) Calendar Days advance written notification to the Interconnection Customer prior to commencing work, except that the Distribution Provider may commence the work on the Capital Additions with either shorter advance written notification or written notification after the work has commenced, at the Distribution Provider’s sole discretion, if the Distribution Provider determines that the Capital Additions are required to comply with safety or regulatory requirements or to preserve
system integrity or reliability. Any such written notification will include the estimated cost of the Capital Additions, and the amount of and due date for the security, if any, required to be paid by the Interconnection Customer, which is sufficient to cover the costs for constructing, procuring and installing the Capital Additions consistent with the applicable terms of Article 11.5 of the CLGIA.

(ii) Except as provided in Section 13(de) of this Appendix A, if certain of the Distribution Provider’s Interconnection Facilities and Distribution Upgrades are removed to accommodate Capital Additions and such removal results in a change in the Interconnection Facilities Cost and Distribution Upgrades Cost, the Interconnection Facilities Charge and Distribution Upgrades Charge shall be adjusted to reflect the change in the Interconnection Facilities Cost and Distribution Upgrades Cost as of the in-service date of such Capital Additions.

(iii) Except as provided in Section 13(de) of this Appendix A, if Capital Additions result in an increase in the Interconnection Facilities Cost and Distribution Upgrades Cost, then the Interconnection Facilities Charge and Distribution Upgrades Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.

(f) As soon as reasonably practicable, but within twelve (12) months after the in-service date of any Capital Additions, the Distribution Provider shall provide an invoice of the final cost of the construction of the Capital Additions to the Interconnection Customer, and shall set forth such costs in sufficient detail to enable the Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. The Distribution Provider will refund to the Interconnection Customer any amount by which the payment made by the Interconnection Customer for estimated costs of the Capital Additions exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice; or, in the event the actual costs of construction exceed the Interconnection Customer’s payment made for the estimated costs of the Capital Additions, then the Interconnection Customer shall pay to the Distribution Provider any amount by which the actual costs of construction exceed the payment made by the Interconnection Customer for estimated costs within thirty (30) Calendar Days of the issuance of such final construction invoice.

(g) If, in accordance with the removal of the Distribution Provider’s Interconnection Facilities, as specified in Section 12 of this Appendix A, the Distribution Provider decides to physically remove the Distribution Provider’s Interconnection Facilities, or any part thereof, the Distribution Provider shall render a bill to the Interconnection Customer for the Removal Cost. The Interconnection Customer shall pay the Removal Cost in accordance with Article 2.4.3 of the CLGIA. Such billing shall initially be based on the Distribution Provider’s estimate of the Removal Cost. Within twelve (12) months following the removal of the Distribution Provider’s Interconnection Facilities, or any part thereof, the Distribution Provider shall determine the actual Removal Cost and provide the Interconnection Customer with a final invoice. The Distribution
Provider shall refund to the Interconnection Customer any amount by which the payment by the Interconnection Customer for the estimated Removal Cost exceeds the actual Removal Cost within thirty (30) Calendar Days of the issuance of such final invoice; or, in the event the actual Removal Cost exceeds the Interconnection Customer’s payment for the estimated Removal Cost, then the Interconnection Customer shall pay to the Distribution Provider any amount by which the actual Removal Cost exceeds the payment by the Interconnection Customer for the estimated Removal Cost within thirty (30) Calendar Days of the issuance of such final invoice.

(h) The Interconnection Customer shall reimburse the Distribution Provider for all fees and charges related to the FERC fees and annual charges provided in Sections 381 and 382 of the FERC’s regulations (18 C.F.R. § 381 and 382), as such regulation may from time to time be amended, that are imposed on the Distribution Provider attributable to the service provided under the CLGIA, or any amendments thereto. The Distribution Provider will render bills to the Interconnection Customer for any such fees and charges incurred since the preceding billing. As of the Effective Date, no such fees and charges have been imposed on the Distribution Provider attributable to the service provided under the CLGIA.


(a) The cost of the Shared Facilities, and the associated Credit Support and Tax Security, will be allocated pro rata between the Generating Facility and the WDT435 Project based on the net output capacity of each project as measured at the Point of Interconnection, which allocation is set forth in Section 15(b) of this Appendix A to the CLGIA.

(b) For the Shared Facilities, the Interconnection Customer shall pay the product of 66.76% (39.65 MW divided by (39.65 MW + 19.74 MW)) multiplied by the total cost of the Shared Facilities and shall provide the Credit Support and the Tax Security associated with such allocated cost of the Shared Facilities. This allocation percentage shall be fixed, regardless of any reductions in generation capacity for the Windhub Solar Project or the WDT435 Project, unless another entity utilizes the Shared Facilities or if the WDT435 SGIA is terminated.

16. Estimated Cost:

(a)(c) The total estimated cost of the Shared Facilities:

<table>
<thead>
<tr>
<th>Element</th>
<th>Interconnection Facilities total cost</th>
<th>Distribution Upgrades total cost</th>
<th>Reliability Network Upgrades total cost</th>
<th>Delivery Network Upgrades total cost</th>
<th>One-Time total cost</th>
<th>Total</th>
<th>ITCC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substation</td>
<td></td>
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</tr>
<tr>
<td>Element</td>
<td>Interconnection Facilities Cost</td>
<td>Distribution Upgrades Cost</td>
<td>Reliability Network Upgrades Cost</td>
<td>Delivery Network Upgrades Cost</td>
<td>One-Time Cost</td>
<td>Total</td>
<td>ITCC*</td>
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</tr>
<tr>
<td><strong>Subtransmission</strong></td>
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<tr>
<td>Equip a 66 kV position for Windhub-Sunspot 66 kV Line – Distribution Upgrades portion, and install SPS relays</td>
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<td>$2,110,174</td>
<td>$738,561</td>
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<td>$133,727</td>
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<td>Install fiber optic cable</td>
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<td>$277,646</td>
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<td>Activities related to the Distribution Provider’s Interconnection Facilities</td>
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<td>Install the RTU at Sunspot Substation</td>
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(ii) Windhub Solar Project’s Estimated Cost:

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<tr>
<th>Element</th>
<th>Interconnection Facilities Cost</th>
<th>Distribution Upgrades Cost</th>
<th>Reliability Network Upgrades Cost</th>
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<th>One-Time Cost</th>
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<tr>
<td><strong>Shared Facilities</strong></td>
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<table>
<thead>
<tr>
<th>Element</th>
<th>Interconnection Facilities Cost</th>
<th>Reliability Network Upgrades Cost</th>
<th>Distribution Network Upgrades Cost</th>
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<th>One-Time Cost</th>
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<th>ITCC*</th>
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<tbody>
<tr>
<td>Install lightwave, channel and associated equipment</td>
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<td>Facilities dedicated to Windhub Solar Project</td>
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<td>Cost re-assessment in accordance with Appendix C Section 5(g)</td>
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<td>Windhub Substation: Relay coordination study</td>
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<td>Activities to support metering easement at the Generating Facility</td>
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<tr>
<td>Activities to support metering easement at the Generating Facility</td>
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<td>Metering Services</td>
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<td>Retail Meter at Generation Facility</td>
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<td>Power System Controls</td>
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</tr>
<tr>
<td>Point addition for RTU at Windhub Substation</td>
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<tr>
<td>Point addition for RTU at Sunspot Substation</td>
<td>$26,630</td>
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<td>Total – Windhub Solar Project Facilities</td>
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<td>Total</td>
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<td>$1,408,752</td>
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<td>$3,377,142</td>
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*ITCC* = Interconnection Facilities Cost
## Activities related to the Gen Tie Line and Telecom Route

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<tr>
<th>Activity</th>
<th>Cost 1</th>
<th>Cost 2</th>
<th>Cost 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install fiber optic cable</td>
<td>$28,150</td>
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<tr>
<td>Windhub Substation - 66kV Line Position</td>
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<td>Power System Control - RTU at Generation Facility</td>
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<td>Telecommunication - Support Protection, SCADA, and SPS for renewable interconnection</td>
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<td>$1,408,371</td>
<td>$1,408,371</td>
<td>$492,930</td>
</tr>
<tr>
<td>Windhub Substation - Point addition to RTU</td>
<td>$35,789</td>
<td>$35,789</td>
<td>$0</td>
</tr>
<tr>
<td>Reliability Network Upgrades</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery Network Upgrades</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,822,238</td>
<td>$1,408,371</td>
<td>$55,789</td>
</tr>
</tbody>
</table>

*Note: ITCC/Estimated Tax Liability will be provided pursuant to Appendix A, Section 11. Estimates rounded to the nearest dollar.*

**Note: The estimated costs for the Shared Facilities represent the Interconnection Customer’s 66.76% allocated share of the total cost for such facilities.

All amounts shown above are in nominal dollars.
The Interconnection Customer’s obligation for the costs of the Network Upgrades required to interconnect the Generating Facility is capped at $0 pursuant to the CLGIP.

(b)(d) Actual Cost:

[TO BE INSERTED AFTER TRUE-UP OF ACTUAL COSTS]

<table>
<thead>
<tr>
<th>Element</th>
<th>Interconnection Facilities Cost</th>
<th>Reliability Network Upgrades Cost</th>
<th>Distribution Upgrades Cost</th>
<th>Delivery Network Upgrades Cost</th>
<th>One-Time Cost</th>
<th>Total</th>
<th>ITCC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

47.16. Interconnection Facilities Charge and Distribution Upgrades Charge.

(a) Interconnection Facilities Charge

<table>
<thead>
<tr>
<th>Effective</th>
<th>Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities</th>
<th>Interconnection Facilities Cost</th>
<th>Interconnection Facilities Charge</th>
<th>Interconnection Facilities Cost</th>
<th>Interconnection Facilities Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of the Interconnection Facilities Completion Date</td>
<td>See Section 4.1 of Attachment J to the Tariff*</td>
<td>$1,822,238 [1,825,037]</td>
<td>Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Interconnection Facilities Cost</td>
<td>[to be inserted after true-up]</td>
<td>[to be inserted after true-up]</td>
</tr>
</tbody>
</table>

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

(b) Distribution Upgrades Charge

<table>
<thead>
<tr>
<th>Effective</th>
<th>Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities</th>
<th>Distribution Upgrades Cost for applicable Distribution Upgrades</th>
<th>Distribution Upgrades Charge</th>
<th>Distribution Upgrades Cost for applicable Distribution Upgrades</th>
<th>Distribution Upgrades Charge</th>
</tr>
</thead>
</table>
As of the Generating Facility’s in-service date, See Section 4.1 of Attachment J to the Tariff* $1,408,371,752 Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Distribution Upgrades Cost for applicable Distribution Upgrades [to be inserted after true-up] [to be inserted after true-up] $1,408,371,752

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

48.17. Payment Schedule and Associated ITCC.

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

<table>
<thead>
<tr>
<th>Payment No.</th>
<th>Payment Due Date</th>
<th>Interconnection Facilities Cost</th>
<th>Distribution Upgrades Cost</th>
<th>One-Time Cost</th>
<th>Project Payment</th>
<th>Associated ITCC*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Within 30 Calendar Days of the Effective Date July 26, 2014 (Rec’d)</td>
<td>$0</td>
<td>$0</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$0</td>
</tr>
<tr>
<td>2</td>
<td>10/1/2014 (Rec’d)</td>
<td>$20,178</td>
<td>$15,594</td>
<td>$396</td>
<td>$36,168</td>
<td>$350,000</td>
</tr>
<tr>
<td>3</td>
<td>11/1/2014 (Rec’d)</td>
<td>$26,371</td>
<td>$20,382</td>
<td>$518</td>
<td>$36,168</td>
<td>$350,000</td>
</tr>
<tr>
<td>4</td>
<td>12/1/2014 (Rec’d)</td>
<td>$34,180</td>
<td>$26,418</td>
<td>$671</td>
<td>$61,269</td>
<td>$302,065</td>
</tr>
<tr>
<td>5</td>
<td>1/1/2015 (Rec’d)</td>
<td>$45,029</td>
<td>$34,801</td>
<td>$884</td>
<td>$80,714</td>
<td>$126,835</td>
</tr>
<tr>
<td>6</td>
<td>2/1/2015 (Rec’d)</td>
<td>$56,939</td>
<td>$44,008</td>
<td>$1,118</td>
<td>$102,065</td>
<td>$154,235</td>
</tr>
<tr>
<td>7</td>
<td>3/1/2015 (Rec’d)</td>
<td>$70,758</td>
<td>$54,687</td>
<td>$1,390</td>
<td>$126,835</td>
<td>$154,235</td>
</tr>
<tr>
<td>8</td>
<td>4/1/2015 (Rec’d)</td>
<td>$86,044</td>
<td>$66,501</td>
<td>$1,690</td>
<td>$102,065</td>
<td>$154,235</td>
</tr>
<tr>
<td>9</td>
<td>5/1/2015 (Rec’d)</td>
<td>$104,279</td>
<td>$80,595</td>
<td>$2,048</td>
<td>$157,812</td>
<td>$186,922</td>
</tr>
<tr>
<td>10</td>
<td>6/1/2015 (Rec’d)</td>
<td>$117,022</td>
<td>$90,444</td>
<td>$2,298</td>
<td>$209,764</td>
<td>$780,713</td>
</tr>
<tr>
<td>11</td>
<td>7/1/2015 (Rec’d)</td>
<td>$129,669</td>
<td>$100,219</td>
<td>$2,547</td>
<td>$232,435</td>
<td>$780,713</td>
</tr>
<tr>
<td>12</td>
<td>8/1/2015 (Rec’d)</td>
<td>$138,138</td>
<td>$106,765</td>
<td>$2,713</td>
<td>$247,616</td>
<td>$780,713</td>
</tr>
<tr>
<td>13</td>
<td>9/1/2015 (Rec’d)</td>
<td>$141,124</td>
<td>$109,072</td>
<td>$2,772</td>
<td>$252,968</td>
<td>$780,713</td>
</tr>
<tr>
<td>14</td>
<td>10/1/2015 (Rec’d)</td>
<td>$138,138</td>
<td>$106,765</td>
<td>$2,713</td>
<td>$247,616</td>
<td>$780,713</td>
</tr>
<tr>
<td>15</td>
<td>11/1/2015 (Rec’d)</td>
<td>$129,669</td>
<td>$100,219</td>
<td>$2,547</td>
<td>$232,435</td>
<td>$780,713</td>
</tr>
<tr>
<td>16</td>
<td>12/1/2015 (Rec’d)</td>
<td>$117,022</td>
<td>$90,444</td>
<td>$2,298</td>
<td>$209,764</td>
<td>$780,713</td>
</tr>
<tr>
<td>17</td>
<td>1/1/2016 (Rec’d)</td>
<td>$104,279</td>
<td>$80,595</td>
<td>$2,048</td>
<td>$157,812</td>
<td>$186,922</td>
</tr>
<tr>
<td>18</td>
<td>2/1/2016 (Rec’d)</td>
<td>$88,039</td>
<td>$68,044</td>
<td>$1,729</td>
<td>$129,776</td>
<td>$780,713</td>
</tr>
<tr>
<td>19</td>
<td>3/1/2016 (Rec’d)</td>
<td>$72,398</td>
<td>$55,956</td>
<td>$1,422</td>
<td>$129,776</td>
<td>$780,713</td>
</tr>
<tr>
<td>20</td>
<td>4/1/2016 (Rec’d)</td>
<td>$58,262</td>
<td>$45,029</td>
<td>$1,144</td>
<td>$104,435</td>
<td>$780,713</td>
</tr>
<tr>
<td>21</td>
<td>5/1/2016 (Rec’d)</td>
<td>$46,073</td>
<td>$35,608</td>
<td>$905</td>
<td>$82,586</td>
<td>$780,713</td>
</tr>
<tr>
<td>22</td>
<td>6/1/2016 (Rec’d)</td>
<td>$35,932</td>
<td>$27,771</td>
<td>$706</td>
<td>$64,409</td>
<td>$780,713</td>
</tr>
<tr>
<td>23</td>
<td>7/1/2016 (Rec’d)</td>
<td>$27,723</td>
<td>$21,426</td>
<td>$544</td>
<td>$49,693</td>
<td>$780,713</td>
</tr>
<tr>
<td>24</td>
<td>8/1/2016 (Rec’d)</td>
<td>$21,212</td>
<td>$16,393</td>
<td>$417,30,41,47</td>
<td>$38,022,568,02,2</td>
<td>$1,114</td>
</tr>
<tr>
<td>25</td>
<td>9/1/2016 (Rec’d)</td>
<td>$16,125$18,924</td>
<td>$12,462,$12,84,3</td>
<td>$31755,788</td>
<td>$28,904$89,64,8</td>
<td>$1,114</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,822,238$1,825,037</td>
<td>$1,408,371$1,408,752</td>
<td>$143,352$5,789</td>
<td>$3,286,398$3,286,77,142</td>
<td>$1,130,713$1,130,827</td>
</tr>
</tbody>
</table>

All amounts shown above are in nominal dollars.

| Distribution Upgrades Payment = (Distribution Upgrades Cost + associated One-Time Cost) = $1,444,460$1,435,382 |
Delivery Network Upgrades Payment = (Delivery Network Upgrades Cost + associated One-Time Cost) = $0

Interconnection Facilities Payment = (Interconnection Facilities Cost + associated One-Time Cost) = $1,842,238

Reliability Network Upgrades Payment = (Reliability Network Upgrades Cost + associated One-Time Cost) = $0

Transmission credits pursuant to Section 9 of this Appendix A = Reliability Network Upgrades Payment + Delivery Network Upgrades Payment = $0

*ITCC will be provided by Interconnection Customer in accordance with Section 11 of this Appendix A.

19. Additional Terms.

(a) **Other Potential Distribution Upgrades**: The Interconnection Customer understands and acknowledges that the interconnection of the Windhub Solar Project is dependent upon the completion of certain Distribution Upgrades not under the scope of this GIA which are currently the cost responsibility of a project or projects ahead of the Windhub Solar Project in the interconnection queue. In the event that: (i) the interconnection requests for one or more of such projects are withdrawn; (ii) any of the interconnection agreements for such projects are terminated prior to the in-service date of such Distribution Upgrades; or (iii) it is determined by the Distribution Provider that some or all of such Distribution Upgrades currently assigned to earlier-queued projects are no longer required by such projects but are required for the Windhub Solar Project, then the Interconnection Customer may be responsible for the costs of other Distribution Upgrades. The Interconnection Customer’s cost responsibility for any Distribution Upgrades not already identified in this GIA will be reflected in an amendment to this GIA.
1. **The Interconnection Customer’s Selected Option:** Pursuant to Article 5.1 of the CLGIA, the Interconnection Customer has selected the Standard Option.

2. **Milestone Dates:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Submit proof of insurance coverage in accordance with Article 18.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Within ten (10) Calendar Days of the execution of this CLGIA</td>
</tr>
<tr>
<td>(b)</td>
<td>Submittal of written authorization to proceed with design and procurement of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, in accordance with Article 5.5.2 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Within sixty (60) Calendar Days of the Effective Date</td>
</tr>
<tr>
<td>(c)</td>
<td>Submittal of second posting of Interconnection Financial Security for the Distribution Provider’s Interconnection Facilities and Network Upgrades to the Distribution Provider, pursuant to Section 8 of the CLGIP and Section 10 of Appendix A of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Completed</td>
</tr>
<tr>
<td>(d)</td>
<td>Submittal of third posting of Interconnection Financial Security for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, pursuant to Section 8 of the CLGIP and Section 10 of Appendix A of the CLGIA</td>
<td>Interconnection Customer</td>
<td>On or before the start of construction of Network Upgrades or Distribution Provider’s Interconnection Facilities (whichever is earlier)</td>
</tr>
<tr>
<td>(e)</td>
<td>Submittal of written authorization to proceed with construction to the Distribution Provider, pursuant to Article 5.6.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Within sixty (60) Calendar Days of the Effective Date</td>
</tr>
<tr>
<td>(f)</td>
<td>Submittal of security for the estimated tax liability to the Distribution Provider, pursuant to Article 5.17.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>On or before the dates specified in the table in Appendix A, Section 11</td>
</tr>
<tr>
<td>(g)</td>
<td>Perform cost re-assessment in accordance with Section 5(g) of Appendix C</td>
<td>Distribution Provider</td>
<td>Within 45 Calendar Days of Distribution Provider’s receipt of Payment #1 in accordance with Section 17 of Appendix AComplied</td>
</tr>
<tr>
<td>(h)</td>
<td>Completion of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades</td>
<td>Distribution Provider</td>
<td>Within (2418) months following the Effective Date*</td>
</tr>
<tr>
<td>(i)</td>
<td>Submittal of initial specifications for the Interconnection Customer’s Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, pursuant to Article 5.10.1 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>At least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date</td>
</tr>
<tr>
<td>(j)</td>
<td>Submittal of initial information including the Distribution Provider’s Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the CLGIA</td>
<td>Distribution Provider</td>
<td>At least one hundred eighty (180) Calendar Days prior to Trial Operation</td>
</tr>
<tr>
<td>(k)</td>
<td>Submittal of updated information by the Interconnection Customer, including manufacturer information, in accordance with Article 24.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>No later than one hundred eighty (180) Calendar Days prior to Trial Operation</td>
</tr>
<tr>
<td>(l)</td>
<td>Review of and comment on the Interconnection Customer’s initial specifications, pursuant to Article 5.10.1 of the CLGIA</td>
<td>Distribution Provider</td>
<td>Within thirty (30) Calendar Days of the Interconnection Customer’s submission of initial specifications</td>
</tr>
<tr>
<td>(m)</td>
<td>Submittal of final specifications for the Interconnection Customer’s Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, as specified in Article 5.10.1 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>At least ninety (90) Calendar Days prior to the Initial Synchronization Date.</td>
</tr>
<tr>
<td></td>
<td>Event Description</td>
<td>Responsible Party</td>
<td>Timeframe</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>n</td>
<td>Review of and comment on the Interconnection Customer’s final specifications, pursuant to Article 5.10.1 of the CLGIA</td>
<td>Distribution Provider</td>
<td>Within thirty (30) Calendar Days of the Interconnection Customer’s submission of final specifications</td>
</tr>
<tr>
<td>o</td>
<td>Notification of Balancing Authority Area to the Distribution Provider, pursuant to Article 9.2</td>
<td>Interconnection Customer</td>
<td>At least three (3) months prior to the Initial Synchronization Date</td>
</tr>
<tr>
<td>p</td>
<td>Performance of a complete calibration test and functional trip test of the System Protection Facilities, pursuant to Article 9.7.4.6 of the CLGIA</td>
<td>Interconnection Customer and Distribution Provider</td>
<td>At least sixty (60) Calendar Days prior to the In-Service Date</td>
</tr>
<tr>
<td>q</td>
<td>In-Service Date</td>
<td>Interconnection Customer</td>
<td>August November 1, 2016 November 1, 2017</td>
</tr>
<tr>
<td>r</td>
<td>Initial Synchronization Date/Trial Operation</td>
<td>Interconnection Customer</td>
<td>August November 15, 2016 November 20, 2016</td>
</tr>
<tr>
<td>s</td>
<td>Testing of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and testing of the Interconnection Customer’s Interconnection Facilities and Generating Facility, all in accordance with Article 6.1 of the CLGIA</td>
<td>Interconnection Customer and Distribution Provider</td>
<td>At least sixty (60) Calendar Days prior to the Initial Synchronization Date</td>
</tr>
<tr>
<td>t</td>
<td>Provide written approval to the Interconnection Customer for the operation of the Generating Facility, in accordance with Article 6.1 of the CLGIA</td>
<td>Distribution Provider</td>
<td>At least fifteen (15) Calendar Days prior to the Initial Synchronization Date</td>
</tr>
<tr>
<td>u</td>
<td>Commercial Operation Date</td>
<td>Interconnection Customer</td>
<td>October 31, 2016 / February 1, 2018</td>
</tr>
<tr>
<td>v</td>
<td>Submittal to the Distribution Provider of “as-built” drawings, information and documents for the Interconnection Customer’s Interconnection Facilities and the Electric Generating Units, in accordance with Article 5.10.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless otherwise agreed</td>
</tr>
</tbody>
</table>
* Note: The Interconnection Customer understands and acknowledges that such timeline is only an estimate and that equipment and material lead times, labor availability, outage coordination, regulatory approvals, right-of-way negotiations, or other unforeseen events could delay the actual in-service dates of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades beyond those specified. The Distribution Provider shall not be liable for any cost or damage incurred by the Interconnection Customer because of any delay in the work provided for in this CLGIA.

If the Interconnection Customer suspends work pursuant to Article 5.16 of the CLGIA, then all milestones for each Party set forth in this Appendix B shall be suspended during the suspension period except for the milestones requiring posting of Interconnection Financial Security for the Network Upgrades common to multiple generating stations. Upon the Interconnection Customer’s request to recommence the work, the Parties shall negotiate in good faith new revised milestone dates for each milestone, taking into account the period of suspension and necessary re-studies, if required. Appendix B and any terms and conditions associated with the estimated costs and payment schedule, if necessary, shall be amended following the establishment of such revised milestone dates.

The Interconnection Customer also understands and agrees that the method of service required to interconnect the Generating Facility may require re-evaluation due to changes to the Distribution Provider’s electrical system or addition of new generation during the suspension of the project.
Windhub Solar, LLC submitted an Interconnection Request dated April 25, 2008, for interconnection of the Windhub Solar Project. Windhub Solar, LLC has assigned its entire interests in this CLGIA to Windhub Solar A, LLC and Windhub Solar B, LLC, as Co-Tenants, pursuant to an assignment and assumption agreement.

1. **Large Generating Facility:** All equipment and facilities comprising the Windhub Solar generating facility in Kern County, California, as disclosed by the Interconnection Customer in its Interconnection Request, as may have been amended during the Interconnection Study process. As shown in the diagram below, the Generating Facility is to be interconnected to the Distribution Provider’s Windhub Substation via the Windhub-Sunspot 66 kV Line, which is shared with the WDT435 Project. The Generating Facility has a total gross output of 41.62 MW as measured at the inverter terminals and includes two feeders where each feeder consists of (i) six (6) GE inverters with an individual output of 4 MW each and six (6) 34.5/0.55 kV step-up transformer banks with a 6.7% impedance at 4.2 MVA and an X/R ratio of 15, (ii) distribution feeders used to collect the gross output from the individual inverters, (iii) one (1) 2.0 MVAR 34.5 kV capacitor bank, (iv) an estimated project auxiliary load of 0.80 MW at 34.5 kV, (v) the associated infrastructure, (vi) meters and metering equipment, and (vii) appurtenant equipment.

which consists of (i) Xantrex GT 500 photovoltaic (PV) solar inverters, (ii) the associated infrastructure, pad-mount and step-up transformers, (iii) meters and metering equipment, and (iv) appurtenant equipment. The Windhub Solar Project shall consist of the Generating Facility and the Interconnection Customer’s Interconnection Facilities as shown in figure below. The project net output is 40.36 MW as measured on the high-side of the main transformer banks which takes into account the internal project losses of 1.26 MW. The Generating Facility will be required to limit output to not exceed 39.7 MW as measured at the high-side of main transformer banks in order to limit the capacity at the Point of Interconnection for Interconnection Service to 39.65 MW when taking into account the incremental generation tie-line losses of 0.36 MW on the shared Winhub-Sunspot 66 kV Line. Collectively, the total capacity corresponding to the Windhub Solar Project will be 39.65 MW at the Point of Interconnection.
1.2. Interconnection Customer Operational Requirements:

(a) Pursuant to Article 9.4 of the CLGIA, the Interconnection Customer shall operate the Generating Facility and the Interconnection Customer’s Interconnection Facilities in accordance with the ISO Tariff; NERC and the Applicable Reliability Council requirements; and Applicable Reliability Standards.

(b) The Generating Facility shall be operated so as to prevent or protect against the following adverse conditions on the Distribution Provider’s electric system: inadvertent and unwanted re-energizing of a utility dead line or bus; interconnection while out of synchronization; overcurrent; voltage imbalance; ground faults; generated alternating current frequency outside permitted safe limits; power factor or reactive power outside permitted limits; and abnormal waveforms.

(c) The Generating Facility will be required to operate within a 0.95 boost to 0.95 buck
power factor as measured at the Point of Interconnection, as determined in the Phase II Interconnection Study. Such power factor range will require the Windhub Solar Project to be capable of operating within 0.95 boost to 0.95 buck power factor as measured at the Point of Interconnection. Under real-time operations, it is anticipated the Windhub Solar Project will be required to operate at unity power factor when voltage is within the Vmin and Vmax values and in voltage control mode when outside these values, as shown in the figure below. The actual values of the Vmin and Vmax will be provided by SCE Operations group once final engineering and design is completed. In addition, the Interconnection Customer will provide voltage control design parameters including time duration required to reach maximum power factor boost or buck for review and approval.

**Project Power Factor Control**

![Diagram showing Project Power Factor Control]

*Note: Actual values for Vmax and Vmin will be provided by the Participating TO following final engineering and design.*

2.3. **Interconnection Principles:**

(a) This CLGIA provides for interconnection of a total net capacity of 40-39.65 MW, measured at the Point of Interconnection, resulting from the interconnection of the
Windhub Solar Project, as described in Section 1 of this Appendix C. The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capacity provided pursuant to this CLGIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the Tariff.

(b) The costs associated with any mitigation measures required to third party transmission systems, which result from interconnection of the Windhub Solar Project to the Distribution Provider’s electrical system, are not reflected in this CLGIA. The Distribution Provider shall have no responsibility to pay costs associated with any such mitigation measures. If applicable, the Interconnection Customer shall enter into an agreement with such third parties in accordance with Section 11.4 of the CLGIP to address any required mitigation.

(c) In the event the Distribution Provider’s Interconnection Facilities are utilized to provide retail service to the Interconnection Customer in addition to the wholesale Interconnection Service provided herein, and the Interconnection Customer fails to make payment for such retail service in accordance with the Distribution Provider’s applicable retail tariffs, then the Distribution Provider’s Interconnection Facilities may be removed from service to the Interconnection Customer, subject to the notice and cure provisions of such retail tariffs, until payment is made by the Interconnection Customer pursuant to such retail tariffs. If another generation project, including but not limited to the WDT435 Project, utilizes the Distribution Provider’s Interconnection Facilities, or a portion thereof, for retail service and fails to make payment for its retail service, the Interconnection Customer understands and acknowledges that the Distribution Provider’s Interconnection Facilities, or a portion thereof, may be removed from service to that generation project and from the Generating Facility, until such payment is made pursuant to the retail tariffs. The Interconnection Customer shall not be entitled to any compensation or damages as a result of such removal from service.

(d) Pursuant to Article 5.10.2 of the CLGIA, review by the Distribution Provider of the electrical specifications, design, construction, operation, or maintenance of the Windhub Solar Project or the Interconnection Customer’s Interconnection Facilities shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities. The Interconnection Customer shall in no way represent to any third party that any such review by the Distribution Provider of such facilities, including, but not limited to, any review of the design, construction, operation, or maintenance of such facilities by the Distribution Provider, is a representation by the Distribution Provider as to the economic or technical feasibility, operational capability, or reliability of the Windhub Solar Project or the Interconnection Customer’s Interconnection Facilities.

(e) The Distribution Provider’s approval process specified in Article 6.1 of the CLGIA will include verification that the low-voltage ride-through, SCADA capability, and power factor correction equipment, if any, required pursuant to Appendix H of this
CLGIA, have been installed.

(e)(f) The Interconnection Customer shall complete and receive approval for all environmental impact studies and any permitting necessary for the construction, operation and maintenance of the Windhub Solar Project. The Interconnection Customer shall include the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Appendix A of this CLGIA in all such environmental impact studies, where applicable. The Interconnection Customer shall provide the results of such studies and approvals to the Distribution Provider for use in the Distribution Provider’s application(s) to obtain the regulatory approvals required to be obtained by Distribution Provider for the construction, operation and maintenance of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Appendix A of this CLGIA.

(f)(g) The Interconnection Customer is responsible for all costs associated with any necessary relocation of any of the Distribution Provider’s facilities as a result of the Windhub Solar Project and acquiring all property rights necessary for the Interconnection Customer’s Interconnection Facilities, including those required to cross the Distribution Provider’s facilities and property. The relocation of the Distribution Provider’s facilities or use of the Distribution Provider’s property rights shall only be permitted upon written agreement between the Distribution Provider and the Interconnection Customer. Any proposed relocation of the Distribution Provider’s facilities or use of the Distribution Provider’s property rights may require a study and/or evaluation, the cost of which would be borne by the Interconnection Customer, to determine whether such use may be accommodated. The terms and conditions of any such use of the Distribution Provider’s facilities or property rights would be the subject of a separate agreement and any associated costs to the Interconnection Customer would not be considered to be associated with a Network Upgrade or Distribution Upgrade and would not be refundable to the Interconnection Customer pursuant to Article 11.4 of this CLGIA.

(h) This CLGIA does not address any requirements for standby power or temporary construction power that the Generating Facility may require prior to the in-service date of the Interconnection Facilities. Should the Generating Facility require standby power or temporary construction power from the Distribution Provider prior to the in-service date of the Interconnection Facilities, the Interconnection Customer is responsible to make appropriate arrangements with the Distribution Provider to receive and pay for such retail service.

(i) If the Distribution Provider instructs the interconnection customer for the WDT435 Project to modify the operation of the WDT435 Project in accordance with the WDT435 SGIA and such entity does not comply with the operating instructions, the Distribution Provider may disconnect the Windhub-Sunspot 66 kV Line from the Distribution Provider’s electrical system, subject to and in accordance with Articles 9.7.2 and 13.5 of this CLGIA. In such an event, the Distribution Provider shall not be responsible for lost revenues or any other damages or costs incurred by the
3.4 Cluster Study Group:

The Windhub Solar Project participated in the ISO’s Queue Cluster 2 Transition Cluster for purposes of assessing impacts to the Distribution Provider’s electrical system and that portion of the Distribution Provider’s electrical system that constitutes the ISO Controlled Grid.

4.5 Interconnection Operations:

(a) The Interconnection Customer shall cause the Windhub Solar Project to participate in any SPS 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. The Interconnection Customer will not be entitled to any compensation from the Distribution Provider, pursuant to the CLGIA, for loss of generation output when (i) the Generating Facility’s generation is reduced or the Windhub Solar Project is tripped off-line due to implementation of the SPS; or (ii) such generation output is restricted in the event the SPS becomes inoperable. In accordance with Good Utility Practice, the Distribution Provider will provide the Interconnection Customer advance notice of any required SPS beyond that which has already been identified in the Phase II Interconnection Study and this CLGIA.

(b) The CLGIA governs the facilities required to interconnect the Generating Facility to Distribution Provider’s electrical system pursuant to the Tariff and as described herein. Interconnection Customer shall be responsible for making all necessary operational arrangements with the ISO, including, without limitation, arrangements for obtaining transmission service from the ISO, and for scheduling delivery of energy and other services to the ISO Grid.

(c) The Interconnection Customer shall cause the Generating Facility to participate in ISO congestion management.

(d) Following outages of the Interconnection Facilities or the Generating Facility, the Interconnection Customer shall not energize the Windhub Solar Project for any reason without specific permission from the Distribution Provider’s operations personnel. Such permission shall not be unreasonably withheld.

(e) The Interconnection Customer shall maintain operating communications with the Distribution Provider’s designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.

(f) The Interconnection Customer has elected for the Generating Facility to have Full Capacity Deliverability Status, as such term is defined in the ISO Tariff.
(g) Following the Effective Date of this CLGIA, due to the aging of the estimated costs in the Interconnection Studies, the Distribution Provider will perform a cost re-assessment at the Interconnection Customer’s expense to re-evaluate the scope and update the costs of the interconnection facilities. As a result of the cost re-assessment, this CLGIA shall be amended to reflect the revised costs and any revision to the required interconnection facilities. Any such amendment will be subject to FERC acceptance.

(h) Technical assessments may be performed by the Distribution Provider on an as needed basis, at the Interconnection Customer’s expense, to confirm if any of the facilities, upgrades or replacements identified in the Phase II Interconnection Study are required to be advanced in order to accommodate interconnection of the Windhub Solar Project. In the event that it is determined by the Distribution Provider that any such facilities, upgrades or replacements are required to be advanced in order to accommodate interconnection of the Large Generating Facility, such advancement shall be addressed in accordance with Section 11.2.2 of the CLGIP.

(i) In accordance with Article 5.12 of the CLGIA, the Interconnection Customer and Distribution Provider shall execute and record, if necessary, any supplemental agreements required to implement the provisions of Article 5.12.

(j) 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 5 of Appendix A of this CLGIA.

6. Co-Tenancy:

(a) The Interconnection Customer’s rights and obligations under this CLGIA and certain of Interconnection Customer’s Interconnection Facilities shall be held by Windhub Solar A, LLC and Windhub Solar B, LLC (each, a “Co-Tenant”) as tenants-in-common and who collectively comprise the Interconnection Customer under this CLGIA. Each Co-Tenant shall own a discrete portion of the entire Large Generating Facility, and certain of the Interconnection Customer’s Interconnection Facilities that collectively comprise the Project. Prior to the execution of a co-tenancy agreement, the Co-Tenants shall appoint a Manager to function as agent for the Interconnection Customer (the “Manager”). The rights and obligations of the Co-Tenants as against each other with respect to certain of the Interconnection Customer’s Interconnection Facilities and this CLGIA shall be set forth in a Generator
Interconnection Agreement Co-Tenancy Agreement among the Co-Tenants and the Manager, (the “Co-Tenancy Agreement”) to be entered into no later than August 1, 2016 (“Co-Tenancy Negotiation Period”).

A copy of the Co-Tenancy Agreement shall be provided to the Distribution Provider upon execution of the Co-Tenancy Agreement. Any subsequent changes to the Co-Tenancy Agreement shall be provided to the Distribution Provider. The Interconnection Customer shall include with its delivery of the Co-Tenancy Agreement or any subsequent amendment to the Co-Tenancy Agreement a certification by the Interconnection Customer that the Co-Tenancy Agreement or amendment thereto complies with the terms of this Section 6 of Appendix C of this CLGIA.

(b) The Co-Tenants shall be jointly and severally liable for all obligations required of the Interconnection Customer set forth in this CLGIA, including all affirmative covenants and all monetary obligations, the latter of which includes the financing of all Interconnection Facilities, Distribution Upgrades and Network Upgrades that are required to be financed by the Interconnection Customer in order to accommodate the interconnection of the entire Project.

(c) There shall be no more than two (2) Co-Tenants comprising Interconnection Customer, and neither Interconnection Customer nor any Co-Tenant may further subdivide in any manner or form its interests in this CLGIA. Interconnection Customer acknowledges that the administrative burden to the Distribution Provider to administer this CLGIA would be excessive if the Interconnection Customer or a Co-Tenant were to further subdivide its interests in this CLGIA in violation of this Section 6(c) of Appendix C of this CLGIA. Any such action of Interconnection Customer to further subdivide its interests in this CLGIA would be considered a Breach and, if not cured pursuant to Article 17 of this CLGIA, a Default under Article 17 of this CLGIA, entitling the Distribution Provider to terminate this CLGIA in accordance with Article 17 of this CLGIA; provided, however, that reallocation of interests among Co-Tenants shall not be considered a prohibited subdivision.

(d) Neither Interconnection Customer, as tenant-in-common or otherwise, nor any individual Co-Tenant may assign its interests as tenant-in-common in the Interconnection Customer’s Interconnection Facilities or other rights and obligations under this CLGIA, independently of its interest in the Windhub Solar Project. Subject to the foregoing, and subject to the limitations in Section 6(c) of Appendix C of this CLGIA, the Interconnection Customer may assign its rights and obligations under this CLGIA, and each Co-Tenant may assign its rights and obligations under this CLGIA, in accordance with Article 19 of the CLGIA, provided that such assignment does not result in an increase in the number of Co-Tenants.

(e) Both prior to the execution of, and during the term of, the Co-Tenancy Agreement which agreement’s terms shall not conflict with this Section 6 of Appendix C of this
CLGIA, the Interconnection Customer shall appoint the Manager who shall have no interest as the Interconnection Customer by virtue of its designation as Manager but who shall serve as the Interconnection Customer’s authorized agent and representative for purposes of administering this CLGIA. The Manager will be a single point of contact for Distribution Provider and will represent Interconnection Customer for notice purposes and all other communications between Distribution Provider and Interconnection Customer. All payments, insurance and security to be provided by the Interconnection Customer to the Distribution Provider pursuant to this CLGIA shall be provided only by the Manager on behalf of all Co-Tenants, and any invoices or refunds due to the Interconnection Customer by the Distribution Provider shall be made only to the Manager on behalf of the Interconnection Customer. The Interconnection Customer agrees that the Manager shall bear all responsibility for disseminating notices, communications and all interactions among the Co-Tenants, and each Co-Tenant hereby waives any right to individual notice or communication from Distribution Provider. The Distribution Provider will not be obligated to act on any instructions from the Interconnection Customer, which instructions have not been provided by the Manager. The Interconnection Customer also agrees that the Manager’s actions and representations to Distribution Provider shall be binding upon the Interconnection Customer and each individual Co-Tenant. The Interconnection Customer and each individual Co-Tenant shall be jointly and severally liable and responsible for the Manager’s actions. The Interconnection Customer agrees that until otherwise designated in writing, the individual designated in Appendix F of this CLGIA shall serve as the Manager.

(f) The Parties agree that, for the purposes of this CLGIA (i) the entire 39.65 MW (net), as measured at the Point of Interconnection, comprising the Project shall be considered to be a single Large Generating Facility; (ii) neither the Interconnection Customer nor any individual Co-Tenant may have any expectation that the Distribution Provider will treat any portion of the Windhub Solar Project as a stand-alone Large Generating Facility or differently from any other portion of the Large Generating Facility; (iii) the Co-Tenants shall act as a single entity in undertaking the obligations of Interconnection Customer under this CLGIA; (iv) Distribution Provider shall treat all Co-Tenants comprising the Interconnection Customer as a single entity under this CLGIA and bear no obligation or responsibility to any individual Co-Tenant; and (v) performance of the Interconnection Customer’s obligations under this CLGIA shall not be excused by reason of any other Co-Tenant’s failure to agree with respect to any obligation of the Interconnection Customer hereunder or thereunder.

(g) Notwithstanding subsection (a) above, the Co-Tenancy Agreement shall include the terms and conditions contained in the above subsections (b) through (f).

(h) In the event of a conflict between the terms of this CLGIA and the terms of the Co-Tenancy Agreement, the terms of this CLGIA shall govern.
Appendix D to CLGIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. FERC will expect the ISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.
Appendix E to CLGIA

Commercial Operation Date

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

[Date]

Mr. William Law
Manager, of Grid Contract Management
Southern California Edison Company
P. O. Box 800
2244 Walnut Grove Avenue, GO1 Quad 4C
Rosemead, California  91770

Re: _____________ Large Generating Facility

Dear _____________:

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

Thank you.

[Signature]

[Interconnection Customer Representative]
Appendix F to CLGIA
Addresses for Delivery of Notices and Billings

1. General Notices:

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Grid Contract Management</td>
<td>P. O. Box 800 Rosemead, CA 91770</td>
</tr>
<tr>
<td>Windhub Solar, LLC</td>
<td>Grid Control Center/24 Hour Telephone:</td>
</tr>
<tr>
<td>*Operator Name and/or Title: Control Room Operator *24 Hour Telephone:</td>
<td>*Operation Center Fax. No.: *E-mail:</td>
</tr>
</tbody>
</table>

2. Operating Communications and Notifications:

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

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

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grid Control Center/24 Hour Telephone:</td>
<td>Windhub Solar, LLC</td>
</tr>
<tr>
<td>*Operator Name and/or Title: Control Room Operator *24 Hour Telephone:</td>
<td>*Operation Center Fax. No.: *E-mail:</td>
</tr>
</tbody>
</table>

Operational Matters, Force Majeure, and Outage Notices:

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title: Phone:</td>
<td>Attention: Brian Penner, Operations Supervisor, First</td>
</tr>
</tbody>
</table>
For Emergencies:

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title:</td>
<td>Name/Title: Brian Penner</td>
</tr>
<tr>
<td>Phone:</td>
<td>Director, Power Plant Operations</td>
</tr>
<tr>
<td>First Solar</td>
<td></td>
</tr>
<tr>
<td>350 West Washington Street</td>
<td>Tempe, AZ 85281</td>
</tr>
<tr>
<td>Phone: (602) 999-2129</td>
<td>Phone: (602) 999-2129</td>
</tr>
<tr>
<td>Fax: (480) 512-4901</td>
<td>Fax: (480) 512-4901</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Brian.Penner@firstsolar.com">Brian.Penner@firstsolar.com</a></td>
</tr>
</tbody>
</table>

3. Billing and Payments:

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southern California Edison Accounts Receivable (GCM)</td>
<td>First Solar Accounts Payable</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>28101 Cedar Park Blvd</td>
</tr>
<tr>
<td>P. O. Box 800</td>
<td>Perrysburgh, OH 43551</td>
</tr>
<tr>
<td>Rosemead, CA 91770</td>
<td>With copy to: <a href="mailto:njinvoices@firstsolar.com">njinvoices@firstsolar.com</a></td>
</tr>
<tr>
<td></td>
<td>Jack Pigott</td>
</tr>
<tr>
<td></td>
<td>Director, Business Project Development</td>
</tr>
<tr>
<td></td>
<td>Portal Ridge First Solar Development, LLC</td>
</tr>
<tr>
<td></td>
<td>c/o Windhub Solar,</td>
</tr>
<tr>
<td></td>
<td>135 Main St., 6th Floor</td>
</tr>
<tr>
<td></td>
<td>San Francisco, CA 94105</td>
</tr>
</tbody>
</table>

4. Alternative Forms of Delivery of Notices (telephone, facsimile or e-mail):

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Manager, Grid Contract Management | Jack Pigott  
Tel: (626) 302-9640  
Fax: (626) 302-1152  
| Director, Business-Project Development  
Phone (415) 935-2512  
Facsimile (415) 935-2501  
Email: Jack.Pigott@FIRSTSOLAR.com |
Appendix G to CLGIA

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

<table>
<thead>
<tr>
<th>Type</th>
<th>Upgrades Needed For</th>
<th>Cost factor</th>
<th>Cost Share ($1000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reliability</td>
<td>-</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total: $0

Note: The amounts shown above are in nominal dollars.
Appendix H to CLGIA

INTERCONNECTION REQUIREMENTS FOR A WIND GENERATING PLANT

Appendix H sets forth requirements and provisions specific to a wind generating plant. All other requirements of this CLGIA continue to apply to wind generating plant interconnections.

A. Technical Standards Applicable to a Wind Generating Plant

   i. Low Voltage Ride-Through (LVRT) Capability

      A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below.

      All wind generating plants subject to FERC Order No. 661 must meet the following requirements:

      1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the Distribution Provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the electric system. A wind generating plant shall remain interconnected during such a fault on the electric system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.

      2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.

      3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

      4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.

      5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix H LVRT Standard are exempt from meeting the Appendix H LVRT Standard for the remaining life of the existing
generation equipment. Existing individual generator units that are replaced are required to meet the Appendix H LVRT Standard.

ii. **Power Factor Design Criteria (Reactive Power)**

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this CLGIA, if the Distribution Provider’s Interconnection Studies shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Distribution Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Interconnection Studies shows this to be required for system safety or reliability.

iii. **Supervisory Control and Data Acquisition (SCADA) Capability**

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

SERVICE AGREEMENT FOR

WHOLESALE DISTRIBUTION SERVICE

Between

SOUTHERN CALIFORNIA EDISON COMPANY

And

WINDHUB SOLAR A, LLC

And

WINDHUB SOLAR B, LLC

(Project: Windhub Solar – SCE WDT1123)
SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date executed by the Distribution Customer, is entered into, by and among Southern California Edison Company ("Distribution Provider"), and Windhub Solar A, LLC, and Windhub Solar B, LLC. (collectively, "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 $12,800.00, in accordance with the provisions of Section 15.2 of the Tariff.

4. Service under this Service Agreement shall commence on the later of (1) August November 15, 20176, or (2) 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) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the Distribution Customer’s Windhub Solar Project Clustering Large Generator Interconnection Agreement between Distribution Provider and Distribution Customer executed concurrently herewith (“CLGIA”), or (2) the date on which Distribution Provider terminates at Distribution Provider’s option, subject to FERC acceptance, if: (i) prior to the Interconnection Facilities Completion date as defined in the CLGIA, the Distribution Provider learns that Distribution Customer has terminated its plan to
complete and energize the Windhub Solar Project; or (ii) Distribution Customer does not utilize the Distribution Service provided under this Service Agreement for a period of two consecutive years or more following the commencement date of Distribution Service under this Service Agreement (except for any period when Distribution Customer does not utilize the Distribution Service due to the occurrence of an Uncontrollable Force or default of Distribution Provider under this Service Agreement), or (3) at Distribution Provider’s option, upon failure by Distribution Customer to provide Distribution Provider advance notice prior to making any changes (other than maintenance which is addressed in Attachment C, Section 2.2.4 of the Tariff) to the generation or power transformation facilities and equipment which comprise the Distribution Customer’s Windhub Solar Project. Distribution Customer shall notify Distribution Provider within a reasonable time prior to the date when such changes are planned to be placed in service so that the Distribution Provider can evaluate any potential system impacts which may occur as a result of such changes and whether such changes will require a new Application under the Tariff. If Distribution Customer fails to provide Distribution Provider advance notice of changes to the generation or power transformation equipment and facilities which comprise the Distribution Customer’s Windhub Solar Project and any such change does or may cause material system impacts or is or may be materially inconsistent with the service provided pursuant to this Service Agreement, Distribution Provider shall have the right to terminate this Service Agreement subject to FERC acceptance or approval.

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
Telefax No. (626) 302-1152
Telephone No. (626) 302-9640

Distribution Customer:
Windhub Solar, LLC.
Attn: Jack Pigott
Director, Business Development
135 Main St., 6th Floor
San Francisco, CA 94105
Telefax No. (415) 935-2512
Telephone No. (415) 935-2501

7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.
IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

<table>
<thead>
<tr>
<th>By: /s/ Robert G. Woods /s/</th>
<th>Kevin R. Cini</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Director, T&amp;D Asset Management &amp; Operations SupportVice President, Major Projects Organization</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>Robert G Woods</td>
<td>Kevin R. Cini</td>
</tr>
<tr>
<td>08/01/2016</td>
<td>07/02/2014</td>
</tr>
</tbody>
</table>

Distribution Customer:

Windhub Solar A, LLC

<table>
<thead>
<tr>
<th>By: /s/ Brian Kunz</th>
<th>Vice President, Project Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>Brian Kunz</td>
<td>08/26/2014</td>
</tr>
</tbody>
</table>

Windhub Solar B, LLC

<table>
<thead>
<tr>
<th>By: /s/ Brian Kunz</th>
<th>Vice President, Project Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>Brian Kunz</td>
<td>07/26/2016</td>
</tr>
</tbody>
</table>
SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

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

2. For a Resource connected to the Distribution Provider’s Distribution System, a description of capacity and energy to be transmitted by Distribution Provider and a five year forecast of monthly Generation: Distribution Customer’s Windhub Solar Project as described in the CLGIA. 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: The Distribution Provider’s Windhub 66 kV Substation at the 66kV bus.
   Point of Delivery: The ISO Grid at the Distribution Provider’s Windhub Substation at the 220 kV bus.

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

5. Interruptible Load amount (summer and winter), location and conditions/limitations (five year forecast): Not Applicable.

6. For Resources, the maximum amount of capacity and energy to be transmitted. For Wholesale Distribution Load, the estimated peak load for informational purposes only: 40,039.65 MW. Distribution Customer shall participate in ISO congestion management. Distribution Customer is aware that the Windhub Solar Project will compete with other market generation for
available transmission capacity in accordance with ISO protocols. Distribution Customer shall participate in any special protection system (SPS) 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. Distribution Customer will not be entitled to any compensation from Distribution Provider, pursuant to this Service Agreement, for loss of generation output when (i) Windhub Solar Project generation is reduced or tripped off-line due to implementation of the SPS; or (ii) such generation output is restricted in the event the SPS becomes inoperable. The ISO metering facilities shall be, notwithstanding Attachment C Section 1 of the Tariff, owned by the Distribution Customer and located on the Distribution Customer’s side of the Point of Receipt. Distribution Customer shall be responsible for the installation, maintenance, testing and certification of the ISO metering facilities in accordance with applicable ISO Tariff provisions and Metering Protocol. Distribution Customer shall be responsible for all costs associated with the testing and certification of ISO metering facilities.

7. Direct Assignment Facilities: Provided for in the CLGIA.

8. Distribution System Upgrades required prior to the commencement of service: Provided for in the CLGIA.

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.

11.1 Customer Charge: None.

11.2 Demand Charge: None, pursuant to Section 21.2.2 of the Tariff.

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

11.4 System Impact and/or Facilities Study Charge(s): None.

12. Letter of credit or alternative form of security to be provided and maintained by Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Provided for in the CLGIA.
FIRST AMENDED

CLUSTERING LARGE GENERATOR

INTERCONNECTION AGREEMENT (CLGIA)

FOR A GENERATING FACILITY

INTERCONNECTING UNDER THE CLUSTER STUDY PROCESS

AMONG

WINDHUB SOLAR A, LLC
    AND

WINDHUB SOLAR B, LLC
    AND

SOUTHERN CALIFORNIA EDISON COMPANY

PROJECT: Windhub Solar (SCE WDT1123)
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Appendix B – Milestones

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Appendix H – Interconnection Requirements For A Wind Generating Plant
This Clustering Large Generator Interconnection Agreement ("CLGIA" or "Agreement") in its first amended form is made and entered into this __ day of _____ 2016, by and among Windhub Solar A, LLC and Windhub Solar B, LLC limited liability companies organized and existing under the laws of the State of Delaware, as tenants-in-common (collectively, the “Interconnection Customer” with a Large Generating Facility), and Southern California Edison Company, a corporation organized and existing under the laws of the State of California (“Distribution Provider and/or Distribution Owner”). Interconnection Customer and Distribution Provider each may be referred to as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Distribution Provider operates the Distribution System; and

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

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

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

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

Article 1. Definitions

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

**Affected System** shall mean an electric system other than the Distribution Provider’s Distribution System that may be affected by the proposed interconnection.

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

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

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

**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.

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

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

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

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

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.
**Clustering Large Generator Interconnection Agreement (CLGIA)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility processed pursuant to the Clustering Large Generator Interconnection Procedures, a *pro forma* version of which is set forth in Appendix 4 to the CLGIP.

**Clustering Large Generator Interconnection Procedures (CLGIP)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility set forth in Attachment H of the Distribution Provider’s Tariff.

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

**Commercial Operation Date** of 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 CLGIA.

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

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

**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 CLGIA.

**Delivery Network Upgrades** shall mean the transmission facilities at or beyond the point where the Distribution Provider’s Distribution System interconnects to the ISO Grid, other than Reliability Network Upgrades, identified in the Interconnection Studies to relieve constraints on the ISO Grid.

**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 CLGIA to the extent necessary.

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

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

**Distribution Service** shall mean the wholesale distribution service provided under the Tariff.

**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 CLGIA becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

**Electric Generating Unit** shall mean an individual electric generator 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 CLGIA to possess black start capability.

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

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


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

**Full Capacity Deliverability Status** shall mean the condition whereby a Large Generating Facility interconnected with the Distribution System, under coincident ISO Control Area peak demand and a variety of severely stressed system conditions, can deliver the Large Generating Facility’s full output to the aggregate of load on the ISO Grid, consistent with the ISO’s reliability criteria and procedures and the ISO’s On-Peak Deliverability Assessment as set forth in Section 6.3.2.1 of the CLGIP.

**Generating Facility** shall mean Interconnection Customer’s Electric Generating Unit(s) used for the production 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.

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

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

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

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

**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 CLGIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

**Interconnection Financial Security** shall have the meaning assigned to it in Section 8 of the CLGIP.
**Interconnection Handbook** shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. Distribution Provider’s standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this CLGIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this CLGIA shall govern.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the CLGIP, 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 electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the CLGIA and, if applicable, the Distribution Provider's Tariff.

**Interconnection Study** shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 6 and Section 7 of the CLGIP.

**Interconnection Study Cycle** shall mean all requirements, actions, and respective obligations of the Distribution Provider and Interconnection Customer under the CLGIP applicable to an Interconnection Request submitted in a particular Queue Cluster Window through execution by the parties of a CLGIA, or submission to FERC by Distribution Provider of an unexecuted CLGIA pursuant to Section 10 of the CLGIP.

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

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Large Generator Interconnection Study Process Agreement (LGISPA) shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Large Generating Facility, a pro forma version of which is set forth in Appendix 3 of the CLGIP.

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 CLGIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying 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 CLGIA 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 Council or its successor organization.

Network Upgrades shall mean Delivery Network Upgrades and Reliability Network Upgrades.

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

Off-Peak Deliverability Assessment shall mean the technical study performed under Section 6.3.2.2 of the CLGIP.

On-Peak Deliverability Assessment shall mean the technical study performed under Section 6.3.2.1 of the CLGIP.

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.

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

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

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

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

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

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

**Pre-Construction Activities** shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section 9 of the CLGIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain
governmental approvals for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

**Queue Cluster Window** shall mean a period of time specified by the Distribution Provider in which Interconnection Requests will be accepted for processing as set forth in Section 3.3 of the CLGIP.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the CLGIA, 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 Large Generating Facility(ies) safely and reliably to the ISO Grid, which would not have not been necessary but for the interconnection of one or more Large 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 thermal overloads, occurring under any system condition, where such thermal overloads cannot be adequately mitigated through the ISO’s congestion management, operating procedures, or special protection systems based on the characteristics of the Large 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 Large Generating Facility’s interconnection may have on a path’s Applicable Reliability Council rating.

**Results Meeting** shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the ISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 6 of the CLGIP.

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

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

**Site Exclusivity Deposit** shall mean the cash deposit provided to the Distribution Provider by Interconnection Customers under Section 3.4.1 of the CLGIP as an option in lieu of demonstrating Site Exclusivity for a valid Interconnection Request and treated in accordance with Section 3.4.1.4 of the CLGIP.

**Small Generating Facility** shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

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

**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 Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider's Distribution System, the ISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

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

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

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

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

**Uncontrollable Force** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.
Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This CLGIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Distribution Provider shall promptly file this CLGIA 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 CLGIA shall remain in effect for a period of twenty-five (25) years from July 26, 2014 and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This CLGIA 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 CLGIA in accordance with Article 17.

2.3.3 Suspension of Work. This CLGIA may be deemed terminated in accordance with Article 5.16.

2.3.4 Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this CLGIA, 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 CLGIA. 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 CLGIA, 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 CLGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

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

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this CLGIA, 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 CLGIA, the Parties will take all appropriate steps to disconnect the Large 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 CLGIA or such non-terminating Party otherwise is responsible for these costs under this CLGIA.

2.6 Survival. This CLGIA 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 CLGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this CLGIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this CLGIA 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 CLGIA (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 CLGIA, 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 Large Generating Facility to the Distribution System and be eligible to deliver the Large Generating Facility’s output using the capacity of the Distribution System to the ISO Grid. 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 inject power from the Large Generating Facility into Distribution Provider’s Distribution System pursuant to the Tariff. The Interconnection Customer may not deliver 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 the output of its Large Generating Facility to any particular load on the ISO Grid without incurring congestion costs. In the event of transmission constraints on the ISO Grid, Interconnection Customer's Large 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 of its resource.

4.2 Provision of Service. Distribution Provider shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

4.3 Performance Standards. Each Party shall perform all of its obligations under this CLGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the CLGIA and submit the amendment to FERC for approval.
4.4 **No Distribution Service or Transmission Service.** The execution of this CLGIA does not constitute a request for, nor the provision of, Distribution Service under the Tariff or any transmission service under the ISO Tariff.

4.5 **Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this CLGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

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

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

5.1.1 **Standard Option.** Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.
5.3 **Liquidated Damages.** The actual damages to Interconnection Customer, in the event Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Distribution Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer’s fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Distribution Provider to Interconnection Customer in the event that Distribution Provider does not complete any portion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades by the applicable dates, shall be an amount equal to ½ of 1 percent per day of the actual cost of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, in the aggregate, for which Distribution Provider has assumed responsibility to design, procure and construct.

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

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

5.4 **Power System Stabilizers.** The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability...
Council, and in accordance with the provisions of Section 4.6.5.1 of the ISO Tariff, Distribution Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility’s Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5 **Equipment Procurement.** If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

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

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

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

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

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

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

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

5.6.4 Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
5.7 **Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.

5.8 **Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties’ Interconnection Facilities and compatibility of the Interconnection Facilities with Distribution Provider’s Distribution System, and shall work diligently and in good faith to make any necessary design changes.

5.9 **Limited Operation.** If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, Distribution Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and Interconnection Customer’s Interconnection Facilities may operate prior to the completion of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this CLGIA. Distribution Provider shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer’s Interconnection Facilities in accordance with the results of such studies.

5.10 **Interconnection Customer’s Interconnection Facilities (‘ICIF’).** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 **Interconnection Customer’s Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.
5.10.2 Distribution Provider’s Review. Distribution Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large 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 Large 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 Large Generating Facility. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Large 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 CLGIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this CLGIA shall govern.

5.11 Distribution Provider's Interconnection Facilities Construction. Distribution Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the ISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.
5.12 **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Distribution System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this CLGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

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

5.14 **Permits.** Distribution Provider or Distribution Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.

5.15 **Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Distribution Upgrades or Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.
5.16 **Suspension.** Interconnection Customer reserves the right, upon written notice to Distribution Provider, to suspend at any time all work by Distribution Provider associated with the construction and installation of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades required under this CLGIA, other than Network Upgrades identified in the Phase II Interconnection Study as common to multiple Generating Facilities, with the condition that Distribution System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Distribution Provider’s safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Distribution Provider (i) has incurred pursuant to this CLGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Distribution System and Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Distribution Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Distribution Provider shall obtain Interconnection Customer's authorization to do so.

Distribution Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Distribution Provider required under this CLGIA pursuant to this Article 5.16, and has not requested Distribution Provider to recommence the work or has not itself recommenced work required under this CLGIA on or before the expiration of three (3) years following commencement of such suspension, this CLGIA shall be deemed terminated and the Interconnection Customer’s responsibility for costs will be determined in accordance with Section 2.4 of this CLGIA. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Distribution Provider, if no effective date is specified. The maximum three-year period shall apply to the projected Commercial Operation Date for the Large Generating Facility identified in the initial Interconnection Request, without regard to any subsequent changes to the dates set forth in the Interconnection Request, without regard to the milestone schedule dates set forth in Appendix B hereto or any changes to those dates, and without regard to any other scheduled dates for action affecting the Large Generating Facility, Interconnection Facilities, or Network Upgrades or any changes to those dates.

5.17 **Taxes.**

5.17.1 **Interconnection Customer Payments Not Taxable.** The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.
5.17.2 **Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution Provider’s Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Distribution Provider’s Interconnection Facilities that is a “dual-use intertie,” within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, “de minimis amount” means no more than 5 percent of the total power flows in both directions, calculated in accordance with the “5 percent test” set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At 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 CLGIA 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 CLGIA 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 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 year testing period and the applicable statute of limitation, as it may be extended by Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider ("Current Taxes") on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this CLGIA (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, 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 CLGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

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

5.17.6 Subsequent Taxable Events. If, within 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, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this CLGIA terminates and Transmission Provider retains ownership of the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests. In the event any Governmental Authority determines that Distribution Provider’s receipt of payments or property constitutes income that is subject to taxation, Distribution Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Distribution Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.
Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider’s documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully-grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Distribution Provider for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this CLGIA 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 CLGIA 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 CLGIA, 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 §35.19(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and
(iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution Provider's Interconnection Facilities.

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

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer’s sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this CLGIA. 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 CLGIA 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 CLGIA.

5.18 Tax Status. Each Party shall cooperate with the other to maintain the other Party’s tax status. Nothing in this CLGIA is intended to adversely affect any Distribution Provider’s
tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large 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 Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Distribution Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party’s facilities shall be designed, constructed and operated in accordance with this CLGIA 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-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and Interconnection Customer’s Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

6.2 **Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the 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 CLGIA.

Article 7. **Metering**

7.1 **General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of the ISO Tariff regarding metering, including Section 10 and the Metering Protocol 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 Large Generating Facility and shall own,
operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at 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 CLGIA, 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 Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. 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 Large Generating Facility to the location(s) specified by Distribution Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

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

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

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

Article 9. Operations

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

9.2 Control Area Notification. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Distribution Provider in writing of the Control Area in which the Large Generating Facility will be located. If Interconnection Customer elects to locate the Large Generating Facility in a Control Area other than the Control Area in which the Large 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 CLGIA, 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 Large 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 CLGIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this CLGIA 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 Large Generating Facility and Interconnection Customer’s Interconnection Facilities in a safe and reliable manner and in accordance with this CLGIA. Interconnection Customer shall operate the Large 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 CLGIA. 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 CLGIA.

9.5 Start-Up and Synchronization. Consistent with the Parties’ mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Large Generating Facility to Distribution Provider’s Distribution System.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless Distribution Provider has established different requirements that apply to all generators in the Control Area on a comparable basis. The requirements of this paragraph shall not apply to wind generators; rather, the requirements of Appendix G shall apply to wind generators.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Large Generating Facility with the Distribution System, Distribution Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large 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 Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large 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 Governors and Regulators. Whenever the Large Generating Facility is operated in parallel with the Distribution System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its speed governors and voltage regulators in automatic operation. If the Large Generating
Facility's speed governors and 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 Large Generating Facility’s reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Distribution System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the 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 Large Generating Facility when the ISO requests Interconnection Customer to operate its Large 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.

9.7 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 Large 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 if such delivery of electricity could adversely affect Distribution Provider’s ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Distribution System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;
9.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Distribution Provider;

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

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 Large Generating Facility or Interconnection Customer’s Interconnection Facilities. Distribution Provider shall install at Interconnection Customer’s expense any System Protection Facilities that may be required on Distribution Provider’s Interconnection Facilities, Distribution System, or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer’s Interconnection Facilities.

9.7.4.2 Each Party’s protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.
9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party’s protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large 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 Large Generating Facility and the Distribution System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large 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 Large Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution System could adversely affect the Large Generating Facility.
9.7.6 **Power Quality.** Neither Party’s facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.

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

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

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

9.9.2 **Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Distribution Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 **Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Large 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 CLGIA.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain the Large Generating Facility and Interconnection Customer’s Interconnection Facilities in a safe and reliable manner and in accordance with this CLGIA.

10.3 Coordination. The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems. Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer’s Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Distribution Provider’s Interconnection Facilities.

Article 11. Performance Obligation

11.1 Interconnection Customer Interconnection Facilities. Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

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

11.3 Network Upgrades and Distribution Upgrades. Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Distribution Provider or Distribution Owner elects to fund the capital for the Distribution Upgrades and Network Upgrades, they shall be funded by Interconnection Customer.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC’s regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Large Generating Facility fails to achieve commercial operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Distribution Provider and Affected System Operator shall at that time
reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 Special Provisions for Affected Systems. Unless Distribution Provider provides, under the CLGIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

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

11.5 Provision of Interconnection Financial Security. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 8 of the CLGIP in a manner acceptable under Section 8 of the CLGIP.

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 CLGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice. Within twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Distribution Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection
Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment. Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this CLGIA.

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 CLGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Distribution Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Distribution Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii).

Article 13. Emergencies

13.1 Definition. "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, Distribution Provider's Interconnection Facilities or the Transmission Systems of others to which the Distribution System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large 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 CLGIA 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 CLGIA.

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 Large
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 Large 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 Large 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 Large Generating Facility or Interconnection Customer’s Interconnection Facilities. Distribution Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer’s Interconnection Facilities. Interconnection Customer shall comply with all of Distribution Provider’s operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer’s design limitations of the Large Generating Facility’s equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.
13.5.2 **Reduction and Disconnection.** Distribution Provider may reduce Interconnection Service or disconnect the Large 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 Large 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 CLGIA and the CLGIP, Interconnection Customer may take actions or inactions with regard to the Large 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 Large 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.** Except as otherwise provided in Article 11.6.1 of this CLGIA, 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 CLGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this CLGIA 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 CLGIA 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 CLGIA 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 CLGIA, 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 CLGIA by giving five (5) Business Days written notice prior to the effective date of the change.

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

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.
15.4 **Operations and Maintenance Notice.** Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

**Article 16. Uncontrollable Force**

16.1 **Uncontrollable Force.**

16.1.1 Economic hardship is not considered an Uncontrollable Force event.

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

**Article 17. Default**

17.1 **Default**

17.1.1 **General.** No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force as defined in this CLGIA 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
CLGIA 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 CLGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this CLGIA.

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 CLGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

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

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

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional
attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

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

18.3 **Insurance.** Each party shall, at its own expense, maintain in force throughout the period of this CLGIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

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

18.3.2 **Commercial General Liability Insurance** including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their 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 CLGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer’s liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public 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 CLGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this CLGIA.

18.3.9 Within ten (10) days following execution of this CLGIA, 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) days thereafter, each Party shall provide certification of all insurance required in this CLGIA, executed by each insurer or by an authorized representative of each insurer.
18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party’s senior secured debt is rated at investment grade or better by Standard & Poor’s and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party’s senior secured debt is unrated by Standard & Poor’s or is rated at less than investment grade by Standard & Poor’s, 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, 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 arising out of this CLGIA.

Article 19. Assignment

19.1 Assignment. This CLGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this CLGIA 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 CLGIA; and provided further that Interconnection Customer shall have the right to assign this CLGIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Large 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 CLGIA shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1 Severability. If any provision in this CLGIA 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 CLGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution
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 CLGIA.

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 CLGIA, and for a period of three (3) years after the expiration or termination of this CLGIA, 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 CLGIA; or (6) is required, in accordance with Article 22.1.7 of the CLGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is
otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this CLGIA. 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 CLGIA, 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 CLGIA 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 CLGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose.
Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this CLGIA 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 CLGIA, 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 CLGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the CLGIA 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 CLGIA
"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 CLGIA 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 Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

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

24.2 Information Submission by Distribution Provider. The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the
activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 **Updated Information Submission by Interconnection Customer.** The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the CLGIP. It shall also include any additional information provided to Distribution Provider for the Feasibility and Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Distribution Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Distribution Provider pursuant to the Interconnection Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 **Information Supplementation.** Prior to the Trial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all “as-built” Large 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 Large Generating Facility as required by Good Utility Practice such as an open circuit “step voltage” test on the Large Generating Facility to verify proper operation of the Large Generating Facility’s automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large 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 Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility’s terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large 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 CLGIA; and (ii) carry out its obligations and responsibilities under this CLGIA. 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 CLGIA.

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 CLGIA 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 CLGIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this CLGIA, 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 CLGIA. 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 CLGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.
25.4 **Audit Rights Periods.**

25.4.1 **Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months following Distribution Provider’s issuance of a final invoice in accordance with Article 12.2.

25.4.2 **Audit Rights Period for All Other Accounts and Records.** Accounts and records related to either Party's performance or satisfaction of all obligations under this CLGIA 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 CLGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this CLGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this CLGIA 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 CLGIA. 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 CLGIA. Any applicable obligation imposed by this CLGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 **No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor’s insurance.
Article 27. Disputes

27.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this CLGIA 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 CLGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this CLGIA 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 CLGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, Distribution Upgrades, or Network Upgrades.
27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

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

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

28.1.2 Authority. Such Party has the right, power and authority to enter into this CLGIA, to become a Party hereto and to perform its obligations hereunder. This CLGIA 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 CLGIA 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 CLGIA 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 CLGIA, and it will provide to any Governmental Authority notice of any actions under this CLGIA that are required by Applicable Laws and Regulations.

Article 29. [Reserved]
Article 30. Miscellaneous

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

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

30.3 Rules of Interpretation. This CLGIA, 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 CLGIA, 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 CLGIA), 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 CLGIA or such Appendix to this CLGIA, or such Section to the CLGIP or such Appendix to the CLGIP, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this CLGIA 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 CLGIA, 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 CLGIA. 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 CLGIA.

30.5 No Third Party Beneficiaries. This CLGIA 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 CLGIA to insist, on any occasion, upon strict performance of any provision of this CLGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this CLGIA 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 CLGIA. Termination or Default of this CLGIA 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 CLGIA shall, if requested, be provided in writing.

30.7 **Headings.** The descriptive headings of the various Articles of this CLGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this CLGIA.

30.8 **Multiple Counterparts.** This CLGIA 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 CLGIA 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 CLGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this CLGIA 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 CLGIA 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 CLGIA 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 CLGIA 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 CLGIA 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 CLGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Southern California Edison Company

By: /s/ Robert G. Woods

Name: Robert G Woods

Title: Managing Director, T&D Asset Management & Operations Support

Date: August 1, 2016

Windhub Solar A, LLC

By: /s/ Brian Kunz

Name: Brian Kunz

Title: Vice President, Project Development

Date: July 26, 2016

Windhub Solar B, LLC

By: /s/ Brian Kunz

Name: Brian Kunz

Title: Vice President, Project Development

Date: July 26, 2016
Appendix A to CLGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

The Distribution Provider’s Interconnection Facilities, Network Upgrades and Distribution Upgrades described in this Appendix A are based on the Distribution Provider’s preliminary engineering and design. Such descriptions are subject to modification to reflect the actual facilities constructed and installed following the Distribution Provider’s final engineering and design, identification of field conditions, and compliance with applicable environmental and permitting requirements.

1. Interconnection Facilities.

(a) Interconnection Customer's Interconnection Facilities.

(i) Shared Interconnection Customer's Interconnection Facilities between the Windhub Solar Project and WDT435 Project, constructed under the WDT435 SGIA.


2. The approximate two-mile 66kV generation tie-line from Sunspot Substation to the last transmission structure located outside of the Distribution Provider’s Windhub 66kV Substation property line, where a structure designed and engineered in accordance with the Distribution Provider’s specifications (“Last Structure”). This generation tie-line will be referred to as the Windhub-Sunspot 66kV Line. The right-of-way for the Windhub-Sunspot 66kV Line shall extend up to the edge of the Windhub Substation property line.

3. The redundant single-mode fiber-optic cables for the two telecommunication paths and panels to terminate the telecommunication fiber-optic cables for both telecommunication paths, as specified by the Distribution Provider to match the telecommunication equipment used by the Distribution Provider for the Windhub-Sunspot 66kV Line.

(ii) The Interconnection Customer shall install two (2) 66/34.5kV main step-up transformers, each with a 7.5 percent impedance on a 14 MVA base and an X/R ratio of 18 at the Sunspot Substation.

(iii) The Interconnection Customer shall provide required data signals and associated dedicated electrical circuits for the utilization of the Distribution Provider’s existing remote terminal unit (“RTU”) at Sunspot Substation in accordance with the Interconnection Handbook.

(iv) The Interconnection Customer shall install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff.
(v) The Interconnection Customer shall install revenue metering cabinet(s) and revenue metering equipment (typically, voltage and current transformers) to meter retail load of each Co-Tenant at the Generating Facility independently, as specified by the Distribution Provider. The metering cabinet(s) must be placed at a location that would allow twenty-four hour access for the Distribution Provider’s metering personnel.

(vi) The Interconnection Customer shall allow the Distribution Provider to install, in the revenue metering cabinet(s) provided by the Interconnection Customer, revenue meters required to meter the retail load at the Generating Facility.

(vii) The Interconnection Customer shall install relay protection to be specified by the Distribution Provider to match the relay protection used by the Distribution Provider at Windhub Substation, in order to protect the Windhub-Sunspot 66kV Line, as follows:

1. Two (2) current differential relays via diversely routed dedicated digital communication channels to Windhub Substation. The make and type of the current differential relays will be specified by the Distribution Provider during final engineering of the Generating Facility. For purposes of this CLGIA one GE L90 and one SEL 311L were assumed.

2. Necessary relays and satellite clock to support the SPS requirements for the Generating Facility. The make and type of the SPS relays and satellite clock will be specified by the Distribution Provider during final engineering.

(viii) The Interconnection Customer shall 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) Shared Distribution Provider’s Interconnection Facilities between the Windhub Solar Project and WDT435 Project.

1. Windhub Substation.
   The Distribution Provider’s Interconnection Facilities portion of the 66 kV position at Windhub Substation for the termination of the Windhub-Sunspot 66 kV Line.
   a. Three (3) underground line riser structures that equip a 66 kV position for the Windhub-Sunspot 66 kV Line.
   b. One (1) GE L90 current differential relay as primary protection.
   c. One (1) SEL-311L current differential relay as back-up protection.

2. Windhub-Sunspot 66kV Line.
   The Windhub-Sunspot 66kV Line, as specified below, between the Last Structure and the substation dead-end rack at the 66kV switchyard.
   a. One (1) engineered steel pole, one (1) 66 kV remote controlled switch and one (1) span of conductor from the Distribution Provider’s dead-end structure to the Last Structure.
b. Two (2) 10 foot by 20 foot by 9.6 foot vaults, one (1) underground duct bank approximately 1600 feet in length and approximately 4800 feet of 3000 kcmil Al cable within the underground duct bank system.

3. **Telecommunications.**
The 1,200 feet of redundant fiber optic cables and all additional required lightwave, channel, and associated equipment (including terminal equipment), supporting protection, RTU, and SCADA requirements for the interconnection of the Generating Facility. Notwithstanding that certain telecommunication equipment, including the telecommunications terminal equipment, will be located on the Interconnection Customer’s side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain such telecommunication equipment as part of the Distribution Provider’s Interconnection Facilities.

4. **Real Properties, Transmission Project Licensing, and Environmental Health and Safety.**
Easements and/or land, licensing and permits, and all required environmental activities for the installation of the Shared Facilities.

5. **Power System Control.**
The RTU at Sunspot Substation 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.

(ii) **Windhub Substation.** The Distribution Provider shall:
Perform a relay coordination study and re-set/test of protection relays, as required, to account for the new Generating Facility connection.

(iii) **Real Properties, Transmission Project Licensing, and Environmental Health and Safety.** The Distribution Provider shall:
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 that are not part of the Shared Facilities.

(iv) **Metering.** The Distribution Provider shall:
Install revenue meters required to meter the retail load at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer’s side of the Point of Change of Ownership, the Distribution Provider shall own, operate and maintain such facilities as part of the Distribution Provider’s Interconnection Facilities.
(v) **Power System Control.** The Distribution Provider shall:
Add points to the substation automation system equipment at Sunspot Substation to monitor the new Windhub-Sunspot 66 kV Line and associated circuit breakers, and relay protection status alarms.

2. **Network Upgrades.**

   (a) **Stand Alone Network Upgrades.** None.

   (b) **Other Network Upgrades.**

      (i) **Reliability Network Upgrades.** None.

      (ii) **Delivery Network Upgrades.** None.

3. **Distribution Upgrades.**

   (i) **Shared Distribution Upgrades between the Windhub Solar Project and WDT435 Project.**
   (a) **Windhub Substation.**
   The Distribution Upgrades portion of the 66kV position at Windhub Substation, as specified below:
   1. A 66 kV position for the Windhub-Sunspot 66 kV Line, including two (2) circuit breakers, two (2) breaker failure relays, and four (4) sets of disconnect switches.
   2. Loss of A-bank scheme at Windhub Substation.

   (ii) **Power System Control.** The Distribution Provider shall:
Add points to the substation automation system equipment at Windhub Substation to monitor the new Windhub-Sunspot 66 kV Line and associated circuit breakers, and relay protection status alarms.

4. **Not Used.**

5. **Point of Change of Ownership.**

   (a) **Windhub-Sunspot 66kV Line:** The Point of Change of Ownership shall be the point where the Distribution Provider’s conductors from Windhub Substation are attached to the Last Structure, which will be connected on the side of the Last Structure facing Windhub Substation. The Interconnection Customer or the interconnection customer of the WDT435 Project, or both, shall own and maintain the Last Structure, the conductors, insulators and jumper loops from such Last Structure to the Interconnection Customer’s Generating Facility. The Distribution Provider will own and maintain the Windhub Substation, as well as all circuit breakers, disconnects, relay facilities and
metering within the Windhub Substation, together with the line drop, in their entirety, from the Last Structure to Windhub Substation. The Distribution Provider will own the insulators that are used to attach the Distribution Provider-owned conductors to the Last Structure.

(b) Telecommunication fiber optic cables: The Point of Change of Ownership shall be the point where the redundant fiber optic cables are attached to the fiber termination panels located inside the Distribution Provider’s owned and designated manhole structures.

6. **Point of Interconnection.** The Distribution Provider’s Windhub 66 kV Substation at the 66kV bus.

7. **One-Line Diagram of Interconnection to Windhub 66kV Substation.**

![One-Line Diagram of Interconnection to Windhub 66kV Substation]

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

(a) **Accounting Practice:** Generally accepted accounting principles and practices applicable to electric utility operations.

(b) **Annual Tax Security Reassessment:** In accordance with the directives of FERC Orders 2003-A and 2003-B associated with Article 5.17.4 of the CLGIA, the annual
reassessment of the Current Tax Liability, which will commence the first year after Interconnection Customer’s In-Service date.

(c) **Balancing Authority:** The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

(d) **Balancing Authority Area:** The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

(e) **Capital Additions:** Any modifications to the Distribution Provider’s Interconnection Facilities or to the Distribution Upgrades. Such modifications may be any Units of Property which are added to the Distribution Provider’s Interconnection Facilities or Distribution Upgrades; the enlargement, modification or betterment of any Units of Property constituting a part of the Distribution Provider’s Interconnection Facilities or Distribution Upgrades; or the replacement of any Units of Property constituting a part of the Distribution Provider’s Interconnection Facilities or Distribution Upgrades, irrespective of whether such replacement constitutes an enlargement, modification or betterment of that which it replaces; and the costs of which additions, enlargements, modifications, betterments or replacements in accordance with Accounting Practice would be capitalized and have not previously been included in the Interconnection Facilities Cost or the Distribution Upgrades Cost.

(f) **Capital Additions Cost:** The Interconnection Customer’s allocated share of all costs, excluding One-Time Cost, determined by Distribution Provider to be associated with the design, engineering, procurement, construction and installation of Capital Additions.

(g) **Co-Tenant:** Co-Tenant shall have the meaning ascribed to such term in Section 6 of Appendix C to this CLGIA. The responsibilities of each Co-Tenant are described in such Section 6.

(h) **Co-Tenancy Agreement:** The Co-Tenancy Agreement shall have the meaning ascribed to such term in Section 6(a) of Appendix C to the CLGIA.

(i) **CPUC:** The California Public Utilities Commission, or its regulatory successor.

(j) **Credit Support:** A parent guarantee, letter of credit, surety bond, or other security meeting the requirements of Section 8.1 of the CLGIP.

(k) **Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities:** The rate most recently adopted by the CPUC for application to the Distribution Provider’s retail electric customers for customer-financed added facilities, which does not compensate the Distribution Provider for replacement of added facilities. The currently effective
Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities is as provided in Attachment J of the Tariff.

(l) **Delivery Network Upgrades Cost:** The Interconnection Customer’s allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Delivery Network Upgrades. The Delivery Network Upgrades Cost is provided in Section 15 of this Appendix A.

(m) **Delivery Network Upgrades Payment:** The sum of the Delivery Network Upgrades Cost and associated One-Time Cost. The Delivery Network Upgrades Payment is provided in Section 17 of this Appendix A.

(n) **Distribution Upgrades Charge:** The monthly charge to the Interconnection Customer to recover the revenue requirements for the Distribution Provider’s applicable Distribution Upgrades, calculated as the product of the Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities and the applicable Distribution Upgrades Cost. The Distribution Upgrades Charge is provided in Section 16 of this Appendix A.

(o) **Distribution Upgrades Completion Date:** The date upon which the construction of the Distribution Upgrades is complete and such facilities are successfully tested and ready for service.

(p) **Distribution Upgrades Cost:** The Interconnection Customer’s allocated share of all costs, excluding ITCC and One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades. The Distribution Upgrades Cost is provided in Section 15 of this Appendix A.

(q) **Distribution Upgrades Payment:** The sum of the Distribution Upgrades Cost and associated One-Time Cost. The Distribution Upgrades Payment is provided in Section 17 of this Appendix A.

(r) **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 for Non-ISO-Controlled Facilities and the Interconnection Facilities Cost. The Interconnection Facilities Charge is provided in Section 16 of this Appendix A.

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

(t) **Interconnection Facilities Cost:** The Interconnection Customer’s allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of
the Distribution Provider’s Interconnection Facilities. The Interconnection Facilities Cost is provided in Section 15 of this Appendix A.

(u) **Interconnection Facilities Payment**: The sum of the Interconnection Facilities Cost and associated One-Time Cost. The Interconnection Facilities Payment is provided in Section 17 of this Appendix A.

(v) **ITCC (Income Tax Component of Contribution)**: The ITCC is equal to the estimated tax liability described in Article 5.17.4 of the CLGIA and is the Income Tax Component of Contribution specified in the Preliminary Statement, Part M of the Distribution Provider’s tariff on file with the CPUC, applicable to the Distribution Upgrades Cost and Interconnection Facilities Cost. The ITCC applicable to the Distribution Upgrades Cost and Interconnection Facilities Cost is described in Section 11 of this Appendix A and is shown in Section 15 of this Appendix A.

(w) **One-Time Cost**: The Interconnection Customer’s allocated share of all costs determined by the Distribution Provider to be associated with the installation of the Delivery Network Upgrades, Distribution Upgrades, Distribution Provider’s Interconnection Facilities, Reliability Network Upgrades, or Capital Additions which are not capitalized.

(x) **Reliability Network Upgrades Cost**: The Interconnection Customer’s allocated share of all costs, excluding One-Time Cost, determined by the Distribution Provider to be associated with the design, engineering, procurement, construction and installation of the Reliability Network Upgrades. The Reliability Network Upgrades Cost is provided in Section 15 of this Appendix A.

(y) **Reliability Network Upgrades Payment**: The sum of the Reliability Network Upgrades Cost and associated One-Time Cost. The Reliability Network Upgrades Payment is provided in Section 17 of this Appendix A.

(z) **Removal Cost**: The actual cost the Distribution Provider incurs for the removal of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or any portion thereof, which is calculated as the amount, if positive, of the costs of removal minus the salvage value of the Distribution Provider’s Interconnection Facilities and Distribution Upgrades.

(aa) **Shared Facilities**: The Distribution Provider’s Interconnection Facilities identified in Section 1(b)(i) of this Appendix A and the Distribution Provider’s Distribution Upgrades identified in Section 3(i) of this Appendix A that are utilized by both the Generating Facility and the WDT435 Project and which have been constructed under the WDT435 SGIA.

(bb) **Special Protection System (“SPS”)**: A system that reduces or trips generation under contingency outages to maintain system stability or to limit overloads on electric system facilities.
(cc) **Tax Security**: 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.

(dd) **Units of Property**: As described in FERC’s “List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees” in effect as of the date of this CLGIA, as such “List” may be amended from time to time.

(ee) **WDT435 Project**: The small generating facility interconnected to Windhub Substation at the 66 kV bus via the Windhub-Sunspot 66 kV Line, with a net output of 19.74 MW as measured at the Point of Interconnection.

(ff) **WDT435 SGIA**: The small generator interconnection agreement entered into on November 22, 2013 between the interconnection customer for the WDT435 Project a/k/a SEPV Mojave West, LLC and Distribution Provider, Service Agreement No. 560 under the Distribution Provider’s Wholesale Distribution Access Tariff, as such service agreement may, from time to time, be amended.

9. **Transmission Credits.** None.

10. **Security Amount for the Distribution Upgrades, the Distribution Provider’s Interconnection Facilities and Network Upgrades.**

    (a) **Distribution Upgrades**: Pursuant to Section 8 of the CLGIP, and Appendix B of the CLGIA, the Interconnection Customer provided Credit Support in the total amount of $1,408,371 to cover the original costs for constructing, procuring and installing the Distribution Upgrades.

    (b) **The Distribution Provider’s Interconnection Facilities**: Pursuant to Section 8 of the CLGIP, and Appendix B of the CLGIA, the Interconnection Customer provided Credit Support in the total amount of $1,858,027 for the third posting to cover the original costs for constructing, procuring and installing the Distribution Provider’s Interconnection Facilities.

    (c) **Network Upgrades**: Pursuant to Section 8 of the CLGIP, and Appendix B of the CLGIA, the Interconnection Customer shall provide Credit Support in the total amount $0 for the third posting to cover the costs for constructing, procuring and installing the Network Upgrades.

    (d) **To the extent that any Credit Support is not utilized by the Distribution Provider, the release of such Credit Support shall be made in accordance with the Interconnection Customer’s instruction.**

11. **Security Amount for Estimated Tax Liability.** Pursuant to Article 5.17.4 of the CLGIA, the Interconnection Customer’s estimated tax liability is as follows:
Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation)/(1 – Current Tax Rate) = 35%

Estimated tax liability for Distribution Upgrades = 35% x (Distribution Upgrades Cost) = 35% x ($1,408,752) = $493,063

Estimated tax liability for Distribution Provider’s Interconnection Facilities = 35% x (Interconnection Facilities Cost) = 35% x ($1,825,037) = $638,763

Estimated tax liability assumes the following costs:

Interconnection Facilities Cost = $1,825,037

Distribution Upgrades Cost = $1,408,752

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Distribution Provider a cash deposit in an escrow account, a letter of credit, or a parent guaranty in the amount of $1,131,826, pursuant to Article 5.17.3 and Appendix B of the CLGIA. The letter of credit, cash deposit in an escrow account, or parent guaranty shall meet the requirements of Section 8.1 of the CLGIP.

<table>
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<th>Date Due</th>
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<tbody>
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<td>(Rec’d)</td>
<td>$350,000</td>
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<tr>
<td>07/15/2016</td>
<td>Bring up the total amount to $1,131,826</td>
</tr>
</tbody>
</table>

The security obligation shall cease and any letter of credit will be allowed to be removed at such time as the indemnification obligation terminates as discussed within Article 5.17 of the CLGIA.

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.

The Annual Tax Security Reassessment will be calculated utilizing the following methodology:

1) Tax Assessment Event:
   (((Current Tax Rate x (Gross income - NPV Tax Depreciation)) + Interest)/(1 - Current Tax Rate)

2) Subsequent Taxable Event:
   (Current Tax Rate x (Replacement Facility Cost – NPV Tax Depreciation))/(1-Current Tax Rate)
12. Removal of the Distribution Provider’s Interconnection Facilities and Distribution Upgrades. Following termination of the CLGIA, the Distribution Provider will remove the Distribution Provider’s Interconnection Facilities and Distribution Upgrades from service to the Interconnection Customer, pursuant to Article 2.5 of the CLGIA. On or before the date one year following termination of the CLGIA, the Distribution Provider shall notify the Interconnection Customer as to whether the Distribution Provider intends to physically remove the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or any part thereof. If the Distribution Provider intends to physically remove the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or any part thereof, then the Distribution Provider shall physically remove such facilities within two years from the date of notification of intent, and the Interconnection Customer shall pay the Removal Cost. If the Distribution Provider does not intend to physically remove the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or any part thereof, then the Interconnection Customer shall have no obligation to pay such Removal Cost.

13. Charges.

(a) The Interconnection Customer shall pay to the Distribution Provider the following charges in accordance with the CLGIA: (i) Distribution Upgrades Payment; (ii) Delivery Network Upgrades Payment; (iii) Interconnection Facilities Payment; (iv) Reliability Network Upgrades Payment; (v) payments for any Capital Additions; (vi) Distribution Upgrades Charge; (vii) Interconnection Facilities Charge; (viii) any reimbursable FERC fees pursuant to Section 14(h) of this Appendix A; (ix) Removal Cost pursuant to Article 2.4.3 of the CLGIA and Section 12 of this Appendix A; (x) termination charges pursuant to Article 2.4 of the CLGIA; (xi) disconnection costs pursuant to Article 2.5 of the CLGIA; and (xii) suspension costs pursuant to Article 5.16 of the CLGIA.

(b) The Distribution Upgrades Cost, Delivery Network Upgrades Cost, Interconnection Facilities Cost, Reliability Network Upgrades Cost, Capital Additions Cost, One-Time Cost and Removal Cost shall be compiled in accordance with Accounting Practice.

(c) If, during the term of the CLGIA, the Distribution Provider executes an agreement to provide service to another entity (other than the Interconnection Customer’s retail load) that contributes to the need for the Distribution Provider’s Interconnection Facilities, the charges due hereunder may be adjusted to appropriately reflect such service based on the Distribution Provider’s cost allocation principles in effect at such time and shall be subject to FERC’s approval.

(d) If during the term of this CLGIA, the WDT435 SGIA is terminated, and is not reinstated or replaced, the Interconnection Facilities Charge and Distribution Upgrades Charge shall be adjusted to reflect the Interconnection Customer’s sole usage of the Shared Facilities. Such revised charges shall be incorporated in an amendment to the CLGIA, subject to FERC’s acceptance or approval.
(e) If Capital Additions are required in order to benefit the Distribution Provider, or because of damage caused by negligence or willful misconduct of the Distribution Provider, then the Interconnection Customer will not bear cost responsibility for such Capital Additions; and no adjustment will be made to the Interconnection Facilities Cost or the Distribution Upgrades Cost; and no Capital Additions Cost or One-Time Cost will be charged to the Interconnection Customer for such Capital Additions.


(a) Pursuant to Article 12.1 of the CLGIA, the Distribution Provider shall submit to the Interconnection Customer invoices due for the preceding month for the Distribution Upgrades Payment, Delivery Network Upgrades Payment, Interconnection Facilities Payment and Reliability Network Upgrades Payment. The amount of the required Credit Support shall be reduced dollar-for-dollar for payments made by the Interconnection Customer pursuant to this CLGIA.

(b) Pursuant to Article 10.5 of the CLGIA, commencing on or following the Interconnection Facilities Completion Date, each month the Distribution Provider will render bills to the Interconnection Customer for the Interconnection Facilities Charge. The Interconnection Facilities Charge shall initially be based on the estimated Interconnection Facilities Cost, as specified in Section 15 of this Appendix A, and payments made for such Interconnection Facilities Charge shall be subject to later adjustment pursuant to Sections 14(b)(i) and 14(b)(ii) of this Appendix A. The Interconnection Facilities Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.

(i) If the amounts paid for the Interconnection Facilities Charge are less than the amounts due for the Interconnection Facilities Charge, as determined from the actual recorded Interconnection Facilities Cost, the Distribution Provider will bill the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

(ii) If the amounts paid for the Interconnection Facilities Charge are greater than the amounts due for the Interconnection Facilities Charge, as determined from the actual recorded Interconnection Facilities Cost, the Distribution Provider will credit the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

(c) Commencing on or following the Distribution Upgrades Completion Date, each month the Distribution Provider will render bills to the Interconnection Customer for the Distribution Upgrades Charge. The Distribution Upgrades Charge shall initially be based on the estimated Distribution Upgrades Cost for the applicable Distribution
Upgrades, as specified in Section 15 of this Appendix A, and payments made for such Distribution Upgrades Charge shall be subject to later adjustment pursuant to Section 14(c)(i) and 14(c)(ii) of this Appendix A. The Distribution Upgrades Charge for the first and last month of service hereunder shall be pro-rated based on the number of days in which service was provided during said months.

(i) If the amounts paid for the Distribution Upgrades Charge are less than the amounts due for the Distribution Upgrades Charge, as determined from the actual recorded Distribution Upgrades Cost for the applicable Distribution Upgrades, the Distribution Provider will bill the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

(ii) If the amounts paid for the Distribution Upgrades Charge are greater than the amounts due for the Distribution Upgrades Charge, as determined from the actual recorded Distribution Upgrades Cost for the applicable Distribution Upgrades, the Distribution Provider will credit the Interconnection Customer the difference between the amounts previously paid by the Interconnection Customer and the amounts which would have been paid based on actual recorded costs, without interest, on the next regular billing.

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

(e) In accordance with Article 5.19.3 of the CLGIA, the Distribution Provider shall submit invoices to the Interconnection Customer for the preceding month for Capital Additions payments due, if any.

(i) For Capital Additions that are the cost responsibility of the Interconnection Customer, the Distribution Provider will provide at least sixty (60) Calendar Days advance written notification to the Interconnection Customer prior to commencing work, except that the Distribution Provider may commence the work on the Capital Additions with either shorter advance written notification or written notification after the work has commenced, at the Distribution Provider’s sole discretion, if the Distribution Provider determines that the Capital Additions are required to comply with safety or regulatory requirements or to preserve system integrity or reliability. Any such written notification will include the estimated cost of the Capital Additions, and the amount of and due date for the security, if any, required to be paid by the Interconnection Customer, which is
sufficient to cover the costs for constructing, procuring and installing the Capital Additions consistent with the applicable terms of Article 11.5 of the CLGIA.

(ii) Except as provided in Section 13(e) of this Appendix A, if certain of the Distribution Provider’s Interconnection Facilities and Distribution Upgrades are removed to accommodate Capital Additions and such removal results in a change in the Interconnection Facilities Cost and Distribution Upgrades Cost, the Interconnection Facilities Charge and Distribution Upgrades Charge shall be adjusted to reflect the change in the Interconnection Facilities Cost and Distribution Upgrades Cost as of the in-service date of such Capital Additions.

(iii) Except as provided in Section 13(e) of this Appendix A, if Capital Additions result in an increase in the Interconnection Facilities Cost and Distribution Upgrades Cost, then the Interconnection Facilities Charge and Distribution Upgrades Charge shall be adjusted as of the in-service date of such Capital Additions to reflect the change in such costs.

(f) As soon as reasonably practicable, but within twelve (12) months after the in-service date of any Capital Additions, the Distribution Provider shall provide an invoice of the final cost of the construction of the Capital Additions to the Interconnection Customer, and shall set forth such costs in sufficient detail to enable the Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. The Distribution Provider will refund to the Interconnection Customer any amount by which the payment made by the Interconnection Customer for estimated costs of the Capital Additions exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice; or, in the event the actual costs of construction exceed the Interconnection Customer’s payment made for the estimated costs of the Capital Additions, then the Interconnection Customer shall pay to the Distribution Provider any amount by which the actual costs of construction exceed the payment made by the Interconnection Customer for estimated costs within thirty (30) Calendar Days of the issuance of such final construction invoice.

(g) If, in accordance with the removal of the Distribution Provider’s Interconnection Facilities, as specified in Section 12 of this Appendix A, the Distribution Provider decides to physically remove the Distribution Provider’s Interconnection Facilities, or any part thereof, the Distribution Provider shall render a bill to the Interconnection Customer for the Removal Cost. The Interconnection Customer shall pay the Removal Cost in accordance with Article 2.4.3 of the CLGIA. Such billing shall initially be based on the Distribution Provider’s estimate of the Removal Cost. Within twelve (12) months following the removal of the Distribution Provider’s Interconnection Facilities, or any part thereof, the Distribution Provider shall determine the actual Removal Cost and provide the Interconnection Customer with a final invoice. The Distribution Provider shall refund to the Interconnection Customer any amount by which the payment by the Interconnection Customer for the estimated Removal Cost exceeds the actual Removal Cost within thirty (30) Calendar Days of the issuance of such final
invoice; or, in the event the actual Removal Cost exceeds the Interconnection Customer’s payment for the estimated Removal Cost, then the Interconnection Customer shall pay to the Distribution Provider any amount by which the actual Removal Cost exceeds the payment by the Interconnection Customer for the estimated Removal Cost within thirty (30) Calendar Days of the issuance of such final invoice.

(h) The Interconnection Customer shall reimburse the Distribution Provider for all fees and charges related to the FERC fees and annual charges provided in Sections 381 and 382 of the FERC’s regulations (18 C.F.R. § 381 and 382), as such regulation may from time to time be amended, that are imposed on the Distribution Provider attributable to the service provided under the CLGIA, or any amendments thereto. The Distribution Provider will render bills to the Interconnection Customer for any such fees and charges incurred since the preceding billing. As of the Effective Date, no such fees and charges have been imposed on the Distribution Provider attributable to the service provided under the CLGIA.


(a) The cost of the Shared Facilities, and the associated Credit Support and Tax Security, will be allocated pro rata between the Generating Facility and the WDT435 Project based on the net output capacity of each project as measured at the Point of Interconnection, which allocation is set forth in Section 15(b) of this Appendix A to the CLGIA.

(b) For the Shared Facilities, the Interconnection Customer shall pay the product of 66.76% (39.65 MW divided by (39.65 MW + 19.74 MW)) multiplied by the total cost of the Shared Facilities and shall provide the Credit Support and the Tax Security associated with such allocated cost of the Shared Facilities. This allocation percentage shall be fixed, regardless of any reductions in generation capacity for the Windhub Solar Project or the WDT435 Project, unless another entity utilizes the Shared Facilities or if the WDT435 SGIA is terminated.

(c) Estimated Cost:

(i) The total estimated cost of the Shared Facilities:

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<th>Element-</th>
<th>Interconnection Facilities total cost</th>
<th>Distribution Upgrades total cost</th>
<th>Reliability Network Upgrades total cost</th>
<th>Delivery Network Upgrades total cost</th>
<th>One-Time total cost</th>
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<td>-</td>
<td></td>
<td>$778,026</td>
<td>$272,309</td>
</tr>
<tr>
<td>Equip a 66 kV position for Windhub-Sunspot 66 kV Line – Distribution Upgrades portion, install SPS relays</td>
<td>-</td>
<td>$1,408,752</td>
<td>-</td>
<td>-</td>
<td></td>
<td>$1,408,752</td>
<td>$493,063</td>
</tr>
<tr>
<td>Subtransmission</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install the Windhub–Sunspot 66 kV Line</td>
<td>$488,187</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>$488,187</td>
<td>$170,866</td>
</tr>
<tr>
<td>Telecommunication</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install lightwave, channel and associated equipment</td>
<td>$255,074</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>$255,074</td>
<td>$89,276</td>
</tr>
<tr>
<td>Install fiber optic cable</td>
<td>$51,836</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>$51,836</td>
<td>$18,143</td>
</tr>
<tr>
<td>Corporate Environmental Health and Safety</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activities related to the Distribution Provider’s Interconnection Facilities</td>
<td>$114,298</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>$114,298</td>
<td>$40,004</td>
</tr>
<tr>
<td>Real Properties</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activities to support the shared Interconnection Facilities</td>
<td>$47,066</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>$47,066</td>
<td>$16,473</td>
</tr>
<tr>
<td>Power System Controls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install the RTU at Sunspot Substation</td>
<td>$103,943</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td>$103,943</td>
<td>$36,380</td>
</tr>
<tr>
<td>Total</td>
<td>$2,621,693</td>
<td>$2,110,174</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$4,731,867</td>
<td>$1,656,153</td>
</tr>
</tbody>
</table>

(ii) Windhub Solar Project’s Estimated Cost:
Activities related to the Distribution Provider’s Interconnection Facilities $76,305 - - - - $76,305 $26,707

**Real Properties**

Activities to support the shared Interconnection Facilities $31,421 - $31,421 $10,997

**Power System Controls**

Install the RTU at Sunspot Substation $69,392 $69,392 $24,287

**Total – Shared Facilities** $1,750,241 $1,408,752 $3,158,994 $1,105,648

Facilities dedicated to Windhub Solar Project

| Cost re-assessment in accordance with Appendix C Section 5(g) – | $20,000 | $20,000 | $0 |
| Windhub Substation: Relay coordination study | $70,092 | $70,092 | $0 |

**Real Properties**

Activities to support metering easement at the Generating Facility $20,588 $20,588 $7,206

**Metering Services**

Retail Meter at Generation Facility $54,208 $54,208 $18,973

**Power System Controls**

Point addition for RTU at Windhub Substation $26,630 $26,630 -

Point addition for RTU at Sunspot Substation $26,630 $26,630 -

**Total – Windhub Solar Project Facilities** $74,796 $143,352 $218,148 $26,179

Total $1,825,037 $1,408,752 - - $143,352 $3,377,142 $1,131,827

*Note: ITCC/Estimated Tax Liability will be provided pursuant to Appendix A, Section 11. Estimates rounded to the nearest dollar.

**Note: The estimated costs for the Shared Facilities represent the Interconnection Customer’s 66.76% allocated share of the total cost for such facilities.

All amounts shown above are in nominal dollars.

The Interconnection Customer’s obligation for the costs of the Network Upgrades required to interconnect the Generating Facility is capped at $0 pursuant to the CLGIP.

(d) Actual Cost:

[TO BE INSERTED AFTER TRUE-UP OF ACTUAL COSTS]

<table>
<thead>
<tr>
<th>Element</th>
<th>Interconnection Facilities Cost</th>
<th>Reliability Network Upgrades Cost</th>
<th>Distribution Network Upgrades Cost</th>
<th>Delivery Network Upgrades Cost</th>
<th>One-Time Cost</th>
<th>Total</th>
<th>ITCC</th>
</tr>
</thead>
</table>


16. Interconnection Facilities Charge and Distribution Upgrades Charge.

(a) Interconnection Facilities Charge

<table>
<thead>
<tr>
<th>Effective</th>
<th>Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities</th>
<th>Interconnection Facilities Cost</th>
<th>Interconnection Facilities Charge</th>
<th>Interconnection Facilities Cost</th>
<th>Interconnection Facilities Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of the Interconnection Facilities Completion Date</td>
<td>See Section 4.1 of Attachment J to the Tariff*</td>
<td>$1,825,037</td>
<td>Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Interconnection Facilities Cost</td>
<td>[to be inserted after true-up]</td>
<td>[to be inserted after true-up]</td>
</tr>
</tbody>
</table>

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

(b) Distribution Upgrades Charge

<table>
<thead>
<tr>
<th>Effective</th>
<th>Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities</th>
<th>Distribution Upgrades Cost for applicable Distribution Upgrades</th>
<th>Distribution Upgrades Charge</th>
<th>Distribution Upgrades Cost for applicable Distribution Upgrades</th>
<th>Distribution Upgrades Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of the Generating Facility’s in-service date</td>
<td>See Section 4.1 of Attachment J to the Tariff*</td>
<td>$1,408,752</td>
<td>Customer-Financed Monthly Rate for Non-ISO-Controlled Facilities x Distribution Upgrades Cost for applicable Distribution Upgrades</td>
<td>[to be inserted after true-up]</td>
<td>[to be inserted after true-up]</td>
</tr>
</tbody>
</table>

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

17. Payment Schedule and Associated ITCC.
The payment amounts shown below are based on an estimate of the monthly incurred costs for the Distribution Upgrades, Distribution Provider’s Interconnection Facilities, and Network Upgrades.

<table>
<thead>
<tr>
<th>Payment No.</th>
<th>Payment Due Date</th>
<th>Interconnection Facilities Cost</th>
<th>Distribution Upgrades Cost</th>
<th>One-Time Cost</th>
<th>Project Payment</th>
<th>Associated ITCC*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Within 30 Calendar Days of July 26, 2014 (Rec’d)</td>
<td>$0</td>
<td>$0</td>
<td>$20,000</td>
<td>$20,000</td>
<td>$0</td>
</tr>
<tr>
<td>2</td>
<td>10/1/2014 (Rec’d)</td>
<td>$20,178</td>
<td>$15,594</td>
<td>$396</td>
<td>$36,168</td>
<td>$350,000</td>
</tr>
<tr>
<td>3</td>
<td>11/1/2014 (Rec’d)</td>
<td>$26,371</td>
<td>$15,594</td>
<td>$396</td>
<td>$36,168</td>
<td>$350,000</td>
</tr>
<tr>
<td>4</td>
<td>12/1/2014 (Rec’d)</td>
<td>$34,180</td>
<td>$26,418</td>
<td>$671</td>
<td>$61,269</td>
<td>$61,269</td>
</tr>
<tr>
<td>5</td>
<td>1/1/2015 (Rec’d)</td>
<td>$45,029</td>
<td>$34,801</td>
<td>$884</td>
<td>$80,714</td>
<td>$80,714</td>
</tr>
<tr>
<td>6</td>
<td>2/1/2015 (Rec’d)</td>
<td>$56,939</td>
<td>$44,008</td>
<td>$1,118</td>
<td>$102,065</td>
<td>$102,065</td>
</tr>
<tr>
<td>7</td>
<td>3/1/2015 (Rec’d)</td>
<td>$70,758</td>
<td>$54,687</td>
<td>$1,390</td>
<td>$126,835</td>
<td>$126,835</td>
</tr>
<tr>
<td>8</td>
<td>4/1/2015 (Rec’d)</td>
<td>$86,044</td>
<td>$66,501</td>
<td>$1,690</td>
<td>$154,235</td>
<td>$154,235</td>
</tr>
<tr>
<td>9</td>
<td>5/1/2015 (Rec’d)</td>
<td>$101,914</td>
<td>$78,768</td>
<td>$2,002</td>
<td>$182,684</td>
<td>$182,684</td>
</tr>
<tr>
<td>10</td>
<td>6/1/2015 (Rec’d)</td>
<td>$117,022</td>
<td>$90,444</td>
<td>$2,298</td>
<td>$209,764</td>
<td>$209,764</td>
</tr>
<tr>
<td>11</td>
<td>7/1/2015 (Rec’d)</td>
<td>$129,669</td>
<td>$100,219</td>
<td>$2,547</td>
<td>$232,435</td>
<td>$232,435</td>
</tr>
<tr>
<td>12</td>
<td>8/1/2015 (Rec’d)</td>
<td>$138,138</td>
<td>$106,765</td>
<td>$2,713</td>
<td>$247,616</td>
<td>$247,616</td>
</tr>
<tr>
<td>13</td>
<td>9/1/2015 (Rec’d)</td>
<td>$141,124</td>
<td>$109,072</td>
<td>$2,772</td>
<td>$252,968</td>
<td>$252,968</td>
</tr>
<tr>
<td>14</td>
<td>10/1/2015 (Rec’d)</td>
<td>$138,138</td>
<td>$106,765</td>
<td>$2,713</td>
<td>$247,616</td>
<td>$247,616</td>
</tr>
<tr>
<td>15</td>
<td>11/1/2015 (Rec’d)</td>
<td>$129,669</td>
<td>$100,219</td>
<td>$2,547</td>
<td>$232,435</td>
<td>$232,435</td>
</tr>
<tr>
<td>16</td>
<td>12/1/2015 (Rec’d)</td>
<td>$117,022</td>
<td>$90,444</td>
<td>$2,298</td>
<td>$209,764</td>
<td>$209,764</td>
</tr>
<tr>
<td>17</td>
<td>1/1/2016 (Rec’d)</td>
<td>$104,279</td>
<td>$80,595</td>
<td>$2,048</td>
<td>$186,922</td>
<td>$186,922</td>
</tr>
<tr>
<td>18</td>
<td>2/1/2016 (Rec’d)</td>
<td>$88,039</td>
<td>$68,044</td>
<td>$1,729</td>
<td>$157,812</td>
<td>$157,812</td>
</tr>
<tr>
<td>19</td>
<td>3/1/2016 (Rec’d)</td>
<td>$72,398</td>
<td>$55,956</td>
<td>$1,422</td>
<td>$129,776</td>
<td>$129,776</td>
</tr>
<tr>
<td>20</td>
<td>4/1/2016 (Rec’d)</td>
<td>$58,262</td>
<td>$45,029</td>
<td>$1,144</td>
<td>$104,435</td>
<td>$104,435</td>
</tr>
<tr>
<td>21</td>
<td>5/1/2016 (Rec’d)</td>
<td>$46,073</td>
<td>$35,608</td>
<td>$905</td>
<td>$82,586</td>
<td>$82,586</td>
</tr>
<tr>
<td>22</td>
<td>6/1/2016 (Rec’d)</td>
<td>$35,932</td>
<td>$27,771</td>
<td>$706</td>
<td>$64,409</td>
<td>$64,409</td>
</tr>
<tr>
<td>23</td>
<td>7/1/2016 (Rec’d)</td>
<td>$27,723</td>
<td>$21,426</td>
<td>$544</td>
<td>$49,693</td>
<td>$49,693</td>
</tr>
<tr>
<td>24</td>
<td>11/1/2016</td>
<td>$21,212</td>
<td>$16,393</td>
<td>$30,417</td>
<td>$68,022</td>
<td>$68,022</td>
</tr>
<tr>
<td>25</td>
<td>12/1/2016</td>
<td>$18,924</td>
<td>$12,843</td>
<td>$57,880</td>
<td>$89,648</td>
<td>$89,648</td>
</tr>
</tbody>
</table>

$1,825,037 $1,408,752 $143,352 $3,377,142 $1,131,827

All amounts shown above are in nominal dollars.

Distribution Upgrades Payment = (Distribution Upgrades Cost + associated One-Time Cost) = $1,435,382

Delivery Network Upgrades Payment = (Delivery Network Upgrades Cost + associated One-Time Cost) = $0

Interconnection Facilities Payment = (Interconnection Facilities Cost + associated One-Time Cost) = $1,941,759

Reliability Network Upgrades Payment = (Reliability Network Upgrades Cost + associated One-Time Cost) = $0

*ITCC will be provided by Interconnection Customer in accordance with Section 11 of this Appendix A.
Appendix B to CLGIA

Milestones

1. **The Interconnection Customer’s Selected Option:** Pursuant to Article 5.1 of the CLGIA, the Interconnection Customer has selected the Standard Option.

2. **Milestone Dates:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Submit proof of insurance coverage in accordance with Article 18.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Completed</td>
</tr>
<tr>
<td>(b)</td>
<td>Submittal of written authorization to proceed with design and procurement of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, in accordance with Article 5.5.2 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Completed</td>
</tr>
<tr>
<td>(c)</td>
<td>Submittal of second posting of Interconnection Financial Security for the Distribution Provider’s Interconnection Facilities and Network Upgrades to the Distribution Provider, pursuant to Section 8 of the CLGIP and Section 10 of Appendix A of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Completed</td>
</tr>
<tr>
<td>(d)</td>
<td>Submittal of third posting of Interconnection Financial Security for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades to the Distribution Provider, pursuant to Section 8 of the CLGIP and Section 10 of Appendix A of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Completed</td>
</tr>
<tr>
<td>(e)</td>
<td>Submittal of written authorization to proceed with construction to the Distribution Provider, pursuant to Article 5.6.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Completed</td>
</tr>
<tr>
<td>(f)</td>
<td>Submittal of security for the estimated tax liability to the Distribution Provider, pursuant to Article 5.17.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>On or before the dates specified in the table in Appendix A, Section 11</td>
</tr>
<tr>
<td>(g)</td>
<td>Perform cost re-assessment in accordance with Section 5(g) of Appendix C</td>
<td>Distribution Provider</td>
<td>Completed</td>
</tr>
<tr>
<td>(h)</td>
<td>Completion of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades</td>
<td>Distribution Provider</td>
<td>Within (18) months following the Effective Date*</td>
</tr>
<tr>
<td>(i)</td>
<td>Submittal of initial specifications for the Interconnection Customer’s Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, pursuant to Article 5.10.1 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>At least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date</td>
</tr>
<tr>
<td>(j)</td>
<td>Submittal of initial information including the Distribution Provider’s Transmission System information necessary to allow the Interconnection Customer to select equipment, in accordance with Article 24.2 of the CLGIA</td>
<td>Distribution Provider</td>
<td>At least one hundred eighty (180) Calendar Days prior to Trial Operation</td>
</tr>
<tr>
<td>(k)</td>
<td>Submittal of updated information by the Interconnection Customer, including manufacturer information, in accordance with Article 24.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>No later than one hundred eighty (180) Calendar Days prior to Trial Operation</td>
</tr>
<tr>
<td>(l)</td>
<td>Review of and comment on the Interconnection Customer’s initial specifications, pursuant to Article 5.10.1 of the CLGIA</td>
<td>Distribution Provider</td>
<td>Within thirty (30) Calendar Days of the Interconnection Customer’s submission of initial specifications</td>
</tr>
<tr>
<td>(m)</td>
<td>Submittal of final specifications for the Interconnection Customer’s Interconnection Facilities and Generating Facility, including System Protection Facilities, to the Distribution Provider, as specified in Article 5.10.1 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>At least ninety (90) Calendar Days prior to the Initial Synchronization Date.</td>
</tr>
<tr>
<td></td>
<td>Review of and comment on the Interconnection Customer’s final specifications, pursuant to Article 5.10.1 of the CLGIA</td>
<td>Distribution Provider</td>
<td>Within thirty (30) Calendar Days of the Interconnection Customer’s submission of final specifications</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------</td>
<td>----------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(o)</td>
<td>Notification of Balancing Authority Area to the Distribution Provider, pursuant to Article 9.2</td>
<td>Interconnection Customer</td>
<td>At least three (3) months prior to the Initial Synchronization Date</td>
</tr>
<tr>
<td>(p)</td>
<td>Performance of a complete calibration test and functional trip test of the System Protection Facilities, pursuant to Article 9.7.4.6 of the CLGIA</td>
<td>Interconnection Customer and Distribution Provider</td>
<td>At least sixty (60) Calendar Days prior to the In-Service Date</td>
</tr>
<tr>
<td>(q)</td>
<td>In-Service Date</td>
<td>Interconnection Customer</td>
<td>November 1, 2017</td>
</tr>
<tr>
<td>(r)</td>
<td>Initial Synchronization Date/Trial Operation</td>
<td>Interconnection Customer</td>
<td>November 15, 2017</td>
</tr>
<tr>
<td>(s)</td>
<td>Testing of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and testing of the Interconnection Customer’s Interconnection Facilities and Generating Facility, all in accordance with Article 6.1 of the CLGIA</td>
<td>Interconnection Customer and Distribution Provider</td>
<td>At least sixty (60) Calendar Days prior to the Initial Synchronization Date</td>
</tr>
<tr>
<td>(t)</td>
<td>Provide written approval to the Interconnection Customer for the operation of the Generating Facility, in accordance with Article 6.1 of the CLGIA</td>
<td>Distribution Provider</td>
<td>At least fifteen (15) Calendar Days prior to the Initial Synchronization Date</td>
</tr>
<tr>
<td>(u)</td>
<td>Commercial Operation Date</td>
<td>Interconnection Customer</td>
<td>February 1, 2018</td>
</tr>
<tr>
<td>(v)</td>
<td>Submittal to the Distribution Provider of “as-built” drawings, information and documents for the Interconnection Customer’s Interconnection Facilities and the Electric Generating Units, in accordance with Article 5.10.3 of the CLGIA</td>
<td>Interconnection Customer</td>
<td>Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless otherwise agreed</td>
</tr>
</tbody>
</table>

* Note: The Interconnection Customer understands and acknowledges that such timeline is only an estimate and that equipment and material lead times, labor availability, outage coordination, regulatory approvals, right-of-way negotiations, or other unforeseen events could delay the actual in-service dates of the Distribution Provider’s Interconnection Facilities, Distribution
Upgrades, or Network Upgrades beyond those specified. The Distribution Provider shall not be liable for any cost or damage incurred by the Interconnection Customer because of any delay in the work provided for in this CLGIA.

If the Interconnection Customer suspends work pursuant to Article 5.16 of the CLGIA, then all milestones for each Party set forth in this Appendix B shall be suspended during the suspension period except for the milestones requiring posting of Interconnection Financial Security for the Network Upgrades common to multiple generating stations. Upon the Interconnection Customer’s request to recommence the work, the Parties shall negotiate in good faith new revised milestone dates for each milestone, taking into account the period of suspension and necessary re-studies, if required. Appendix B and any terms and conditions associated with the estimated costs and payment schedule, if necessary, shall be amended following the establishment of such revised milestone dates.

The Interconnection Customer also understands and agrees that the method of service required to interconnect the Generating Facility may require re-evaluation due to changes to the Distribution Provider’s electrical system or addition of new generation during the suspension of the project.
Appendix C to CLGIA

Interconnection Details

Windhub Solar, LLC submitted an Interconnection Request dated April 25, 2008, for interconnection of the Windhub Solar Project. Windhub Solar, LLC has assigned its entire interests in this CLGIA to Windhub Solar A, LLC and Windhub Solar B, LLC, as Co-Tenants, pursuant to an assignment and assumption agreement.

1. **Large Generating Facility:** All equipment and facilities comprising the Windhub Solar generating facility in Kern County, California, as disclosed by the Interconnection Customer in its Interconnection Request, as may have been amended during the Interconnection Study process. As shown in the diagram below, the Generating Facility is to be interconnected to the Distribution Provider’s Windhub Substation via the Windhub-Sunspot 66 kV Line, which is shared with the WDT435 Project. The Generating Facility has a total gross output of 41.62 MW as measured at the inverter terminals and includes two feeders where each feeder consists of (i) six (6) GE inverters with an individual output of 4 MW each and six (6) 34.5/0.55 kV step-up transformer banks with a 6.7% impedance at 4.2 MVA and an X/R ratio of 15, (ii) distribution feeders used to collect the gross output from the individual inverters, (iii) one (1) 2.0 MVAR 34.5 kV capacitor bank, (iv) an estimated project auxiliary load of 0.80 MW at 34.5 kV, (v) the associated infrastructure, (vi) meters and metering equipment, and (vii) appurtenant equipment.

The Windhub Solar Project shall consist of the Generating Facility and the Interconnection Customer’s Interconnection Facilities. The project net output is 40.36 MW as measured on the high-side of the main transformer banks which takes into account the internal project losses of 1.26 MW. The Generating Facility will be required to limit output to not exceed 39.7 MW as measured at the high-side of main transformer banks in order to limit the capacity at the Point of Interconnection for Interconnection Service to 39.65 MW when taking into account the incremental generation tie-line losses of 0.36 MW on the shared Winhub-Sunspot 66 kV Line. Collectively, the total capacity corresponding to the Windhub Solar Project will be 39.65 MW at the Point of Interconnection.
2. Interconnection Customer Operational Requirements:

(a) Pursuant to Article 9.4 of the CLGIA, the Interconnection Customer shall operate the Generating Facility and the Interconnection Customer’s Interconnection Facilities in accordance with the ISO Tariff; NERC and the Applicable Reliability Council requirements; and Applicable Reliability Standards.

(b) The Generating Facility shall be operated so as to prevent or protect against the following adverse conditions on the Distribution Provider’s electric system: inadvertent and unwanted re-energizing of a utility dead line or bus; interconnection while out of synchronization; overcurrent; voltage imbalance; ground faults; generated alternating current frequency outside permitted safe limits; power factor or reactive power outside permitted limits; and abnormal waveforms.

(c) The Generating Facility will be required to operate within a 0.95 boost to 0.95 buck
power factor as measured at the Point of Interconnection, as determined in the Phase II Interconnection Study. Such power factor range will require the Windhub Solar Project to be capable of operating within 0.95 boost to 0.95 buck power factor as measured at the Point of Interconnection. Under real-time operations, it is anticipated the Windhub Solar Project will be required to operate at unity power factor when voltage is within the Vmin and Vmax values and in voltage control mode when outside these values, as shown in the figure below. The actual values of the Vmin and Vmax will be provided by SCE Operations group once final engineering and design is completed. In addition, the Interconnection Customer will provide voltage control design parameters including time duration required to reach maximum power factor boost or buck for review and approval.

![Project Power Factor Control](image)

*Note: Actual values for V_max and V_min will be provided by the Participating TO following final engineering and design.*

3. Interconnection Principles:

(a) This CLGIA provides for interconnection of a total net capacity of 39.65 MW, measured at the Point of Interconnection, resulting from the interconnection of the
Windhub Solar Project, as described in Section 1 of this Appendix C. The Interconnection Customer acknowledges that if the Interconnection Customer wishes to increase the amount of interconnection capacity provided pursuant to this CLGIA, the Interconnection Customer shall be required to submit a new Interconnection Request in accordance with the terms and conditions of the Tariff.

(b) The costs associated with any mitigation measures required to third party transmission systems, which result from interconnection of the Windhub Solar Project to the Distribution Provider’s electrical system, are not reflected in this CLGIA. The Distribution Provider shall have no responsibility to pay costs associated with any such mitigation measures. If applicable, the Interconnection Customer shall enter into an agreement with such third parties in accordance with Section 11.4 of the CLGIP to address any required mitigation.

(c) In the event the Distribution Provider’s Interconnection Facilities are utilized to provide retail service to the Interconnection Customer in addition to the wholesale Interconnection Service provided herein, and the Interconnection Customer fails to make payment for such retail service in accordance with the Distribution Provider’s applicable retail tariffs, then the Distribution Provider’s Interconnection Facilities may be removed from service to the Interconnection Customer, subject to the notice and cure provisions of such retail tariffs, until payment is made by the Interconnection Customer pursuant to such retail tariffs. If another generation project, including but not limited to the WDT435 Project, utilizes the Distribution Provider’s Interconnection Facilities, or a portion thereof, for retail service and fails to make payment for its retail service, the Interconnection Customer understands and acknowledges that the Distribution Provider’s Interconnection Facilities, or a portion thereof, may be removed from service to that generation project and from the Generating Facility, until such payment is made pursuant to the retail tariffs. The Interconnection Customer shall not be entitled to any compensation or damages as a result of such removal from service.

(d) Pursuant to Article 5.10.2 of the CLGIA, review by the Distribution Provider of the electrical specifications, design, construction, operation, or maintenance of the Windhub Solar Project or the Interconnection Customer’s Interconnection Facilities shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of such facilities. The Interconnection Customer shall in no way represent to any third party that any such review by the Distribution Provider of such facilities, including, but not limited to, any review of the design, construction, operation, or maintenance of such facilities by the Distribution Provider, is a representation by the Distribution Provider as to the economic or technical feasibility, operational capability, or reliability of the Windhub Solar Project or the Interconnection Customer’s Interconnection Facilities.

(e) The Distribution Provider’s approval process specified in Article 6.1 of the CLGIA will include verification that the low-voltage ride-through, SCADA capability, and power factor correction equipment, if any, required pursuant to Appendix H of this CLGIA, have been installed.
(f) The Interconnection Customer shall complete and receive approval for all environmental impact studies and any permitting necessary for the construction, operation and maintenance of the Windhub Solar Project. The Interconnection Customer shall include the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Appendix A of this CLGIA in all such environmental impact studies, where applicable. The Interconnection Customer shall provide the results of such studies and approvals to the Distribution Provider for use in the Distribution Provider’s application(s) to obtain the regulatory approvals required to be obtained by Distribution Provider for the construction, operation and maintenance of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades and Network Upgrades described in Appendix A of this CLGIA.

(g) The Interconnection Customer is responsible for all costs associated with any necessary relocation of any of the Distribution Provider’s facilities as a result of the Windhub Solar Project and acquiring all property rights necessary for the Interconnection Customer’s Interconnection Facilities, including those required to cross the Distribution Provider’s facilities and property. The relocation of the Distribution Provider’s facilities or use of the Distribution Provider’s property rights shall only be permitted upon written agreement between the Distribution Provider and the Interconnection Customer. Any proposed relocation of the Distribution Provider’s facilities or use of the Distribution Provider’s property rights may require a study and/or evaluation, the cost of which would be borne by the Interconnection Customer, to determine whether such use may be accommodated. The terms and conditions of any such use of the Distribution Provider’s facilities or property rights would be the subject of a separate agreement and any associated costs to the Interconnection Customer would not be considered to be associated with a Network Upgrade or Distribution Upgrade and would not be refundable to the Interconnection Customer pursuant to Article 11.4 of this CLGIA.

(h) This CLGIA does not address any requirements for standby power or temporary construction power that the Generating Facility may require prior to the in-service date of the Interconnection Facilities. Should the Generating Facility require standby power or temporary construction power from the Distribution Provider prior to the in-service date of the Interconnection Facilities, the Interconnection Customer is responsible to make appropriate arrangements with the Distribution Provider to receive and pay for such retail service.

(i) If the Distribution Provider instructs the interconnection customer for the WDT435 Project to modify the operation of the WDT435 Project in accordance with the WDT435 SGIA and such entity does not comply with the operating instructions, the Distribution Provider may disconnect the Windhub-Sunspot 66 kV Line from the Distribution Provider’s electrical system, subject to and in accordance with Articles 9.7.2 and 13.5 of this CLGIA. In such an event, the Distribution Provider shall not be responsible for lost revenues or any other damages or costs incurred by the Interconnection Customer as a result of such event.
4. Cluster Study Group:

The Windhub Solar Project participated in the ISO’s Transition Cluster for purposes of assessing impacts to the Distribution Provider’s electrical system and that portion of the Distribution Provider’s electrical system that constitutes the ISO Controlled Grid.

5. Interconnection Operations:

(a) The Interconnection Customer shall cause the Windhub Solar Project to participate in any SPS 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. The Interconnection Customer will not be entitled to any compensation from the Distribution Provider, pursuant to the CLGIA, for loss of generation output when (i) the Generating Facility’s generation is reduced or the Windhub Solar Project is tripped off-line due to implementation of the SPS; or (ii) such generation output is restricted in the event the SPS becomes inoperable. In accordance with Good Utility Practice, the Distribution Provider will provide the Interconnection Customer advance notice of any required SPS beyond that which has already been identified in the Phase II Interconnection Study and this CLGIA.

(b) The CLGIA governs the facilities required to interconnect the Generating Facility to Distribution Provider's electrical system pursuant to the Tariff and as described herein. Interconnection Customer shall be responsible for making all necessary operational arrangements with the ISO, including, without limitation, arrangements for obtaining transmission service from the ISO, and for scheduling delivery of energy and other services to the ISO Grid.

(c) The Interconnection Customer shall cause the Generating Facility to participate in ISO congestion management.

(d) Following outages of the Interconnection Facilities or the Generating Facility, the Interconnection Customer shall not energize the Windhub Solar Project for any reason without specific permission from the Distribution Provider’s operations personnel. Such permission shall not be unreasonably withheld.

(e) The Interconnection Customer shall maintain operating communications with the Distribution Provider’s designated switching center. The operating communications shall include, but not be limited to, system parallel operation or separation, scheduled and unscheduled outages, equipment clearances, protective relay operations, and levels of operating voltage and reactive power.

(f) The Interconnection Customer has elected for the Generating Facility to have Full Capacity Deliverability Status, as such term is defined in the ISO Tariff.

(g) Due to the aging of the estimated costs in the Interconnection Studies, the Distribution
Provider performed a cost re-assessment at the Interconnection Customer’s expense to re-evaluate the scope and update the costs of the interconnection facilities. As a result of the cost re-assessment, this CLGIA incorporates the revised costs and revision to the required interconnection facilities.

(h) Technical assessments may be performed by the Distribution Provider on an as needed basis, at the Interconnection Customer’s expense, to confirm if any of the facilities, upgrades or replacements identified in the Phase II Interconnection Study are required to be advanced in order to accommodate interconnection of the Windhub Solar Project. In the event that it is determined by the Distribution Provider that any such facilities, upgrades or replacements are required to be advanced in order to accommodate interconnection of the Large Generating Facility, such advancement shall be addressed in accordance with Section 11.2.2 of the CLGIP.

(i) In accordance with Article 5.12 of the CLGIA, the Interconnection Customer and Distribution Provider shall execute and record, if necessary, any supplemental agreements required to implement the provisions of Article 5.12.

(j) 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 5 of Appendix A of this CLGIA.

6. Co-Tenancy:

(a) The Interconnection Customer’s rights and obligations under this CLGIA and certain of Interconnection Customer’s Interconnection Facilities shall be held by Windhub Solar A, LLC and Windhub Solar B, LLC (each, a “Co-Tenant”) as tenants-in-common and who collectively comprise the Interconnection Customer under this CLGIA. Each Co-Tenant shall own a discrete portion of the entire Large Generating Facility, and certain of the Interconnection Customer’s Interconnection Facilities that collectively comprise the Project. Prior to the execution of a co-tenancy agreement, the Co-Tenants shall appoint a Manager to function as agent for the Interconnection Customer (the “Manager”). The rights and obligations of the Co-Tenants as against each other with respect to certain of the Interconnection Customer’s Interconnection Facilities and this CLGIA shall be set forth in a Generator Interconnection Agreement Co-Tenancy Agreement among the Co-Tenants and the Manager, (the “Co-Tenancy Agreement”) to be entered into no later than August 1, 2016 (“Co-Tenancy Negotiation Period”).
A copy of the Co-Tenancy Agreement shall be provided to the Distribution Provider upon execution of the Co-Tenancy Agreement. Any subsequent changes to the Co-Tenancy Agreement shall be provided to the Distribution Provider. The Interconnection Customer shall include with its delivery of the Co-Tenancy Agreement or any subsequent amendment to the Co-Tenancy Agreement a certification by the Interconnection Customer that the Co-Tenancy Agreement or amendment thereto complies with the terms of this Section 6 of Appendix C of this CLGIA.

(b) The Co-Tenants shall be jointly and severally liable for all obligations required of the Interconnection Customer set forth in this CLGIA, including all affirmative covenants and all monetary obligations, the latter of which includes the financing of all Interconnection Facilities, Distribution Upgrades and Network Upgrades that are required to be financed by the Interconnection Customer in order to accommodate the interconnection of the entire Project.

c) There shall be no more than two (2) Co-Tenants comprising Interconnection Customer, and neither Interconnection Customer nor any Co-Tenant may further subdivide in any manner or form its interests in this CLGIA. Interconnection Customer acknowledges that the administrative burden to the Distribution Provider to administer this CLGIA would be excessive if the Interconnection Customer or a Co-Tenant were to further subdivide its interests in this CLGIA in violation of this Section 6(c) of Appendix C of this CLGIA. Any such action of Interconnection Customer to further subdivide its interests in this CLGIA would be considered a Breach and, if not cured pursuant to Article 17 of this CLGIA, a Default under Article 17 of this CLGIA, entitling the Distribution Provider to terminate this CLGIA in accordance with Article 17 of this CLGIA; provided, however, that reallocation of interests among Co-Tenants shall not be considered a prohibited subdivision.

d) Neither Interconnection Customer, as tenant-in-common or otherwise, nor any individual Co-Tenant may assign its interests as tenant-in-common in the Interconnection Customer’s Interconnection Facilities or other rights and obligations under this CLGIA, independently of its interest in the Windhub Solar Project. Subject to the foregoing, and subject to the limitations in Section 6(c) of Appendix C of this CLGIA, the Interconnection Customer may assign its rights and obligations under this CLGIA, and each Co-Tenant may assign its rights and obligations under this CLGIA, in accordance with Article 19 of the CLGIA, provided that such assignment does not result in an increase in the number of Co-Tenants.

e) Both prior to the execution of, and during the term of, the Co-Tenancy Agreement which agreement’s terms shall not conflict with this Section 6 of Appendix C of this CLGIA, the Interconnection Customer shall appoint the Manager who shall have no interest as the Interconnection Customer by virtue of its designation as Manager but who shall serve as the Interconnection Customer’s authorized agent and representative for purposes of administering this CLGIA. The Manager will be a
single point of contact for Distribution Provider and will represent Interconnection Customer for notice purposes and all other communications between Distribution Provider and Interconnection Customer. All payments, insurance and security to be provided by the Interconnection Customer to the Distribution Provider pursuant to this CLGIA shall be provided only by the Manager on behalf of all Co-Tenants, and any invoices or refunds due to the Interconnection Customer by the Distribution Provider shall be made only to the Manager on behalf of the Interconnection Customer. The Interconnection Customer agrees that the Manager shall bear all responsibility for disseminating notices, communications and all interactions among the Co-Tenants, and each Co-Tenant hereby waives any right to individual notice or communication from Distribution Provider. The Distribution Provider will not be obligated to act on any instructions from the Interconnection Customer, which instructions have not been provided by the Manager. The Interconnection Customer also agrees that the Manager’s actions and representations to Distribution Provider shall be binding upon the Interconnection Customer and each individual Co-Tenant. The Interconnection Customer and each individual Co-Tenant shall be jointly and severally liable and responsible for the Manager’s actions. The Interconnection Customer agrees that until otherwise designated in writing, the individual designated in Appendix F of this CLGIA shall serve as the Manager.

(f) The Parties agree that, for the purposes of this CLGIA (i) the entire 39.65 MW (net), as measured at the Point of Interconnection, comprising the Project shall be considered to be a single Large Generating Facility; (ii) neither the Interconnection Customer nor any individual Co-Tenant may have any expectation that the Distribution Provider will treat any portion of the Windhub Solar Project as a stand-alone Large Generating Facility or differently from any other portion of the Large Generating Facility; (iii) the Co-Tenants shall act as a single entity in undertaking the obligations of Interconnection Customer under this CLGIA; (iv) Distribution Provider shall treat all Co-Tenants comprising the Interconnection Customer as a single entity under this CLGIA and bear no obligation or responsibility to any individual Co-Tenant; and (v) performance of the Interconnection Customer’s obligations under this CLGIA shall not be excused by reason of any other Co-Tenant’s failure to agree with respect to any obligation of the Interconnection Customer hereunder or thereunder.

(g) Notwithstanding subsection (a) above, the Co-Tenancy Agreement shall include the terms and conditions contained in the above subsections (b) through (f).

(h) In the event of a conflict between the terms of this CLGIA and the terms of the Co-Tenancy Agreement, the terms of this CLGIA shall govern.
Appendix D to CLGIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. FERC will expect the ISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.
Appendix E to CLGIA

Commercial Operation Date

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

[Date]

Manager of Grid Contract Management
Southern California Edison Company
P. O. Box 800
2244 Walnut Grove Avenue, GO1 Quad 4C
Rosemead, California 91770

Re: _____________ Large Generating Facility

Dear _____________:

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

Thank you.

[Signature]

[Interconnection Customer Representative]
Appendix F to CLGIA

Addresses for Delivery of Notices and Billings

1. General Notices:

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Grid Contract Management</td>
<td>Attention: Jack Pigott, Director, Project Development Company: First Solar Development, LLC Address: 135 Main Street, 6th Floor San Francisco, CA 94105 Phone: (415) 935-2512 Fax: (415) 894-6228 E-mail Address: <a href="mailto:Jack.Pigott@firstsolar.com">Jack.Pigott@firstsolar.com</a></td>
</tr>
</tbody>
</table>

2. Operating Communications and Notifications:

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

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

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grid Control Center/24 Hour Telephone:</td>
<td>*Operator Name and/or Title: Control Room Operator *24 Hour Telephone:</td>
</tr>
<tr>
<td></td>
<td>*Operation Center Fax. No.: *E-mail:</td>
</tr>
</tbody>
</table>

Operational Matters, Force Majeure, and Outage Notices:

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title: Phone:</td>
<td>Attention: Brian Penner, Operations Supervisor, First Solar Address: 350 West</td>
</tr>
</tbody>
</table>
For Emergencies:

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title: Brian Penner</td>
<td>Name/Title: Brian Penner</td>
</tr>
<tr>
<td>Phone: Director, Power Plant Operations</td>
<td></td>
</tr>
<tr>
<td>First Solar 350 West Washington Street Tempe, AZ 85281</td>
<td></td>
</tr>
<tr>
<td>Phone: (602) 999-2129  Fax: (480) 512-4901</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Brian.Penner@firstsolar.com">Brian.Penner@firstsolar.com</a></td>
<td></td>
</tr>
</tbody>
</table>

3. Billing and Payments:

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southern California Edison Accounts Receivable (GCM)</td>
<td>First Solar Accounts Payable 28101 Cedar Park Blvd Perrysburgh, OH 43551</td>
</tr>
<tr>
<td>Accounts Receivable P. O. Box 800 Rosemead, CA 91770</td>
<td>With copy to: <a href="mailto:njinvoices@firstsolar.com">njinvoices@firstsolar.com</a> Jack Pigott Director, Project Development First Solar Development, LLC 135 Main St., 6th Floor San Francisco, CA 94105</td>
</tr>
</tbody>
</table>

4. Alternative Forms of Delivery of Notices (telephone, facsimile or e-mail):

<table>
<thead>
<tr>
<th>Distribution Provider</th>
<th>Manager as agent for Interconnection Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Grid Contract Management Tel: (626) 302-9640 Fax: (626) 302-1152</td>
<td>Jack Pigott Director, Project Development Phone (415) 935-2512 Facsimile (415) 935-2501 Email: <a href="mailto:Jack.Pigott@FIRSTSOLAR.com">Jack.Pigott@FIRSTSOLAR.com</a></td>
</tr>
</tbody>
</table>
Appendix G to CLGIA

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

<table>
<thead>
<tr>
<th>Type</th>
<th>Upgrades</th>
<th>Needed For</th>
<th>Cost factor</th>
<th>Cost Share ($1000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reliability</td>
<td>-</td>
<td>-</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total: $0

Note: The amounts shown above are in nominal dollars.
Appendix H to CLGIA

INTERCONNECTION REQUIREMENTS FOR A WIND GENERATING PLANT

Appendix H sets forth requirements and provisions specific to a wind generating plant. All other requirements of this CLGIA continue to apply to wind generating plant interconnections.

A. Technical Standards Applicable to a Wind Generating Plant

i. Low Voltage Ride-Through (LVRT) Capability

A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below.

All wind generating plants subject to FERC Order No. 661 must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the Distribution Provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the electric system. A wind generating plant shall remain interconnected during such a fault on the electric system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.

3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.

4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix H LVRT Standard are exempt from meeting the Appendix H LVRT Standard for the remaining life of the existing
generation equipment. Existing individual generator units that are replaced are required to meet the Appendix H LVRT Standard.

ii. **Power Factor Design Criteria (Reactive Power)**

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this CLGIA, if the Distribution Provider’s Interconnection Studies shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by the Distribution Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Interconnection Studies shows this to be required for system safety or reliability.

iii. **Supervisory Control and Data Acquisition (SCADA) Capability**

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

SERVICE AGREEMENT FOR

WHOLESALE DISTRIBUTION SERVICE

Among

SOUTHERN CALIFORNIA EDISON COMPANY

And

WINDHUB SOLAR A, LLC

And

WINDHUB SOLAR B, LLC

(Project: Windhub Solar – SCE WDT1123)
SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of the date executed by the Distribution Customer, is entered into, by and among Southern California Edison Company ("Distribution Provider"), Windhub Solar A, LLC, and Windhub Solar B, LLC. (collectively, "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 $12,800.00, in accordance with the provisions of Section 15.2 of the Tariff.

4. Service under this Service Agreement shall commence on the later of (1) November 15, 2017, or (2) 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) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on the earliest of the following to occur: (1) the termination date of the Distribution Customer’s Windhub Solar Project Clustering Large Generator Interconnection Agreement between Distribution Provider and Distribution Customer executed concurrently herewith (“CLGIA”), or (2) the date on which Distribution Provider terminates at Distribution Provider’s option, subject to FERC acceptance, if: (i) prior to the Interconnection Facilities Completion date as defined in the CLGIA, the Distribution Provider learns that Distribution Customer has terminated its plan to complete and energize the Windhub Solar Project; or (ii) Distribution Customer does not utilize the
Distribution Service provided under this Service Agreement for a period of two consecutive years or more following the commencement date of Distribution Service under this Service Agreement (except for any period when Distribution Customer does not utilize the Distribution Service due to the occurrence of an Uncontrollable Force or default of Distribution Provider under this Service Agreement), or (3) at Distribution Provider’s option, upon failure by Distribution Customer to provide Distribution Provider advance notice prior to making any changes (other than maintenance which is addressed in Attachment C, Section 2.2.4 of the Tariff) to the generation or power transformation facilities and equipment which comprise the Distribution Customer’s Windhub Solar Project. Distribution Customer shall notify Distribution Provider within a reasonable time prior to the date when such changes are planned to be placed in service so that the Distribution Provider can evaluate any potential system impacts which may occur as a result of such changes and whether such changes will require a new Application under the Tariff. If Distribution Customer fails to provide Distribution Provider advance notice of changes to the generation or power transformation equipment and facilities which comprise the Distribution Customer’s Windhub Solar Project and any such change does or may cause material system impacts or is or may be materially inconsistent with the service provided pursuant to this Service Agreement, Distribution Provider shall have the right to terminate this Service Agreement subject to FERC acceptance or approval.

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
Telefax No. (626) 302-1152
Telephone No. (626) 302-9640

Distribution Customer:
Windhub Solar, LLC.
Attn: Jack Pigott
Director, Business Development
135 Main St., 6th Floor
San Francisco, CA 94105
Telefax No. (415) 935-2512
Telephone No. (415) 935-2501

7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.
IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:


Robert G Woods  Title  Date

Distribution Customer:

Windhub Solar A, LLC

By: /s/ Brian Kunz  Vice President, Project Development  07/26/2016

Brian Kunz  Title  Date

Windhub Solar B, LLC

By: /s/ Brian Kunz  Vice President, Project Development  07/26/2016

Brian Kunz  Title  Date
SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

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

2. For a Resource connected to the Distribution Provider’s Distribution System, a description of capacity and energy to be transmitted by Distribution Provider and a five year forecast of monthly Generation: Distribution Customer’s Windhub Solar Project as described in the CLGIA. 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: The Distribution Provider’s Windhub 66 kV Substation at the 66kV bus.
   Point of Delivery: The ISO Grid at the Distribution Provider’s Windhub Substation at the 220 kV bus.

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

5. Interruptible Load amount (summer and winter), location and conditions/limitations (five year forecast): Not Applicable.

6. For Resources, the maximum amount of capacity and energy to be transmitted. For Wholesale Distribution Load, the estimated peak load for informational purposes only: 39.65 MW. Distribution Customer shall participate in ISO congestion management. Distribution Customer is aware that the Windhub Solar Project will compete with other market generation for
available transmission capacity in accordance with ISO protocols. Distribution Customer shall participate in any special protection system (SPS) 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. Distribution Customer will not be entitled to any compensation from Distribution Provider, pursuant to this Service Agreement, for loss of generation output when (i) Windhub Solar Project generation is reduced or tripped off-line due to implementation of the SPS; or (ii) such generation output is restricted in the event the SPS becomes inoperable. The ISO metering facilities shall be, notwithstanding Attachment C Section 1 of the Tariff, owned by the Distribution Customer and located on the Distribution Customer’s side of the Point of Receipt. Distribution Customer shall be responsible for the installation, maintenance, testing and certification of the ISO metering facilities in accordance with applicable ISO Tariff provisions and Metering Protocol. Distribution Customer shall be responsible for all costs associated with the testing and certification of ISO metering facilities.

7. Direct Assignment Facilities: Provided for in the CLGIA.

8. Distribution System Upgrades required prior to the commencement of service: Provided for in the CLGIA.

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.

11.1 Customer Charge: None.

11.2 Demand Charge: None, pursuant to Section 21.2.2 of the Tariff.

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

11.4 System Impact and/or Facilities Study Charge(s): None.

12. Letter of credit or alternative form of security to be provided and maintained by Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: Provided for in the CLGIA.