MEAD-PHOENIX PROJECT

LARGE GENERATOR

INTERCONNECTION AGREEMENT (LGIA)
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LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this ___ day of __________ 20__, by and between ____________________________, a ______________________ organized and existing under the laws of the State/Commonwealth of ________________ ("Interconnection Customer" with a Large Generating Facility), and Arizona Public Service Company, an Arizona corporation; The City of Los Angeles By and Through The Department of Water and Power, a department organized and existing by virtue of and under the Charter of the City of Los Angeles, a municipal organization of the State of California; Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona; Southern California Public Power Authority, a public entity organized and existing and by virtue of the laws of the State of California; the United States Department of Energy, Western Area Power Administration, established pursuant to Federal law, hereinafter referred to as “Western”; and Startrans IO, LLC, a limited liability company ("Joint Participants") , as owners of the Mead-Phoenix Project ("JPP"), a jointly owned transmission facility located in the States of Arizona and Nevada. Interconnection Customer and the Joint Participants each may be referred to as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, the Joint Participants own and cause to be operated the JPP; 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 the Joint Participants have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the JPP;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:
When used in this 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 Mead-Phoenix Project Large Generator Interconnection Procedures (LGIP).

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 JPP 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 JPP 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 Transmission System to which the Generating Facility is directly interconnected, presently the Western Electricity Coordinating Council, or its successor.

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

Balancing Authority shall mean the responsible entity that integrates resource plans ahead of time, maintains load-exchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.
**Balancing Authority Area** shall mean the collection of generation, transmission and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load resource balance within this area.

**Base Case** shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Operating Agent, Interconnection Customer or third party consultant.

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

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

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

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

**Capital Improvements** shall mean any unit of property added to the JPP including the JPP Interconnection Facilities, the enlargement or betterment of any unit of property constituting a part of the JPP including the JPP Interconnection Facilities, and the replacement of any unit of property constituting a part of the JPP including the JPP Interconnection Facilities, irrespective of whether such replacement constitutes an enlargement or betterment of that which it replaces; which such additions, betterments and replacement in accordance with standard accounting practices used by the JPP would be capitalized.

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

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

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

**Common Facilities** shall mean those certain facilities of the JPP described in Exhibit 1.
Common Facilities Use Fee shall mean the one-time payment by Interconnection Customer for the non-exclusive use and benefit of the JPP Common Facilities, as described in Article 14 and detailed in Exhibit 2.

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.

Cost Responsibility Ratio (“CRR”): The ratio of responsibility for costs allocated to the Interconnection Customer and detailed in Exhibit 5.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 19 of the Large Generator Interconnection Agreement.

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

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

Distribution Upgrades shall mean the additions, modifications, and upgrades to any Joint Participant’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 Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC as appropriate.

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 Joint Participant or Operating Agent, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to a Joint Participant’s Transmission System, the JPP Interconnection Facilities or the electric systems of others to which the JPP 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 Large Generator Interconnection Agreement to possess black start capability.

**Engineering & Operating Committee (E&O Committee)** shall mean the committee that has the authority pursuant to the JPP governing agreement to approve an Interconnection Request for the JPP.

**Engineering & Procurement (E&P) Agreement** shall mean an agreement that authorizes the Joint Participants 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.

**Force Majeure** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** shall mean Interconnection Customer's device 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 energy production devices.

**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 or its staff, 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, Joint Participants, Operating Agent, or any Affiliate thereof.

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

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

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

**Interconnection Customer** shall mean any entity, including any Joint Participant or any of the Affiliates or subsidiaries thereof, that proposes to interconnect its Generating Facility with the JPP.

**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Large Generator Interconnection Agreement, 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 JPP. Interconnection Customer's Interconnection Facilities are sole use facilities.

**Interconnection Facilities** shall mean the JPP 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 JPP. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the Interconnection Customer, JPP, Operating Agent or a third party consultant to determine a list of facilities (including JPP Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the JPP. The scope of the study is defined in Article 8 of the Large Generator Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the JPP, the scope of which is described in Article 6 of the Large Generator Interconnection Procedures.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Large Generator Interconnection Procedures, 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 JPP.

**Interconnection Service** shall mean the service provided by the JPP associated with interconnecting the Interconnection Customer's Generating Facility to the JPP and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Large Generator Interconnection Agreement. Interconnection Service does not convey transmission service.

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

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

**IRS** shall mean the Internal Revenue Service.

**Joint Operating Committee** shall be a group made up of representatives from Interconnection Customers and the Joint Participants to coordinate operating and technical considerations of Interconnection Service.

**Joint Participation Project** shall mean the Mead-Phoenix Project.

**Joint Participant Project Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by the JPP from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. JPP Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Joint Participant(s)** shall mean the owners of the JPP, individually or as a group of any one or more, pursuant to the Mead-Phoenix Project Joint Ownership Agreement, as amended from time to time. Joint Participant(s) include the owner(s) designated as the entity(ies) responsible for managing operations, for purposes herein referred to as “Operating Agent(s).”

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

**Large Generation Interconnection Agreement** (LGIA) shall mean this MPP Large Generation Interconnection Agreement.

**Large Generation Interconnection Procedures** (LGIP) shall mean the MPP Large Generator Interconnection Procedures.
**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 Large Generator Interconnection Agreement 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.

**Mead-Phoenix Project** ("MPP") shall refer to the 500 kV alternating current transmission system between the Westwing Switchyard, near Sun City, Arizona, and the Marketplace Substation, in Boulder City, Nevada, including, without limitation the Mead and Perkins Substations and other appurtenant equipment and structure, as modified from time to time. The Mead–Phoenix Project may be referred to herein as “MPP” or “JPP.”

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

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

**Network Upgrades** shall mean the additions, modifications, and upgrades to the JPP or a Joint Participant’s Transmission System required at or beyond the point at which the Interconnection Facilities connect to the JPP to accommodate the interconnection of the Large Generating Facility to the JPP.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Large Generator Interconnection Agreement or its performance.

**Open Access Same-Time Information System** (OASIS) shall mean the information posted on the internet as maintained by transmission providers in accordance with FERC regulations as appropriate.

**Operating Agent(s)** shall mean the Joint Participant(s) designated by the Joint Participants to be responsible for operating work and capital improvements for the JPP.
Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Party or Parties shall mean Joint Participants, including Operating Agent, Interconnection Customer or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Large Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the JPP Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the JPP.

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

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

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the JPP during their construction. Both the Joint Participants and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Large Generator Interconnection Agreement.
System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the JPP 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 JPP or on other delivery systems or other generating systems to which the JPP is directly connected.

Transmission System shall mean the facilities owned, controlled or operated by any entity(ies) that are used to provide transmission service.

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

Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This LGIA shall become effective upon execution by the Parties subject to acceptance by FERC, if applicable. Those Joint Participants who are FERC-jurisdictional shall promptly file this LGIA with FERC upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement. This LGIA shall remain in effect unless and until terminated as provided for in Article 2.3.

2.3 Termination.

This LGIA shall terminate upon the first of the following events to occur: (i) the termination of the MPP Joint Ownership Agreement; (ii) written agreement of all Parties to terminate this Agreement; (iii) termination of this Agreement pursuant to Article 22 (Default) herein; (iv) termination of this Agreement pursuant to Article 35.16 (Conversion of the JPP to Direct Current) or (v) upon no less than ninety (90) Calendar Days advance written notice of termination from Interconnection Customer to Operating Agent. For purposes of the foregoing, the MPP Joint Ownership Agreement shall not be deemed to have terminated at any time when (i) the JPP is being operated in substantially the same manner as on the Interconnection Facilities In-Service Date and (ii) an agreement pertaining to the operation of the JPP is in effect among the Joint Participants on substantially the same terms as on the Interconnection Facilities In-Service Date.

2.4 Compliance with Applicable Laws and Regulations. Notwithstanding Article 2.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.
2.5 **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 LGIA. 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 LGIA:

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

If an Interconnection Customer terminates this LGIA, 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 Network Upgrades for which Operating Agent has incurred expenses and has not been reimbursed by Interconnection Customer.

2.5.2 Operating Agent 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 Operating Agent shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

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

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

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

Article 3. Regulatory Filings

3.1 Filing. Joint Participants, individually or collectively, shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. If no Joint Participant is required to file this LGIA (and any amendment hereto) with a Governmental Authority with which Interconnection Customer is required to make such a filing, Interconnection Customer may file this Agreement (and any amendment hereto) on its own behalf. The JPP or Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 24. Parties shall reasonably cooperate with respect to any such filing and provide any information reasonably requested by any Party as needed to comply with Applicable Laws and Regulations.

Article 4. Scope of Service

4.1 Provision of Service. JPP shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

4.2 Performance Standards. Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith.
4.3 **No Transmission Delivery Service.** The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under any Joint Participant’s open access transmission tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.4 **Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 11.6 and Article 18.5.1. Interconnection Customer shall be paid for such services in accordance with Article 13.6.

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

5.1 **Dates.** Parties shall mutually agree upon the In-Service Date, Initial Synchronization Date, and Commercial Operation Date and dates for the completion of JPP Interconnection Facilities and Network Upgrades as set forth in Appendices A, B and E, with such agreement not unreasonably withheld.

5.2 **JPP Interconnection Facilities.** JPP shall design, procure, and construct JPP Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete such by the dates set forth in Appendix B, Milestones. JPP 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 JPP reasonably expects that it will not be able to complete JPP Interconnection Facilities and Network Upgrades by the specified dates, JPP shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

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

5.2.1.1 The Interconnection Facilities Study, if performed, has been completed pursuant to the Interconnection Facilities Study Agreement;

5.2.1.2 JPP has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and
5.2.1.3 Interconnection Customer has provided security to JPP in accordance with Article 13.5 by the dates specified in Appendix B, Milestones.

5.3 **Construction Commencement.** JPP shall commence construction of JPP Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

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

5.3.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of JPP Interconnection Facilities and Network Upgrades;

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

5.3.4 Interconnection Customer has provided security to JPP in accordance with Article 13.5 by the dates specified in Appendix B, Milestones.

5.4 **JPP Interconnection Facilities Construction.** JPP 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, JPP shall deliver to Interconnection Customer records of installed equipment (“as-built”) drawings, information and documents for JPP Interconnection Facilities, including such appropriate drawings and relay diagrams as are customarily provided under Good Utility Practice and Applicable Laws and Regulations.

5.5 **Control of JPP Interconnection Facilities and Stand Alone Network Upgrades.** JPP will retain operational control of JPP Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.6 **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 JPP Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to JPP of such later date upon which the completion of JPP Interconnection Facilities will be required.
5.7 **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 the JPP, and shall work diligently and in good faith to make any necessary design changes.

5.8 **Limited Operation.** If any of JPP Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, the Joint Participants or Operating Agent 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 JPP Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. JPP shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.9 **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.

5.9.1 **Interconnection Customer's Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Operating Agent 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. Operating Agent shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of JPP and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

Notwithstanding the forgoing, the Interconnection Customer shall procure, install, maintain and operate System Protection Facilities in accordance with the guidelines and procedures established by the Applicable Laws and Regulations. JPP reserves the right to reasonably establish minimum acceptable settings for any installed System Protection Facilities, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility’s System Protection Facilities are removed from
service or not capable of automatic operation, Interconnection Customer shall immediately notify the Operating Agent. The requirements of this paragraph shall not apply to wind generators.

5.9.2 JPP's Review. JPP'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 JPP, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of JPP.

5.9.3 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 Operating Agent records of installed equipment ("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 Operating Agent with specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, 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 JPP; (ii) operate and maintain the Large Generating Facility and the Interconnection Facilities; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not
unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.11 **Lands of Other Property Owners.** If any part of JPP Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or JPP, JPP 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 federal or state law, as applicable, 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 JPP Interconnection Facilities and/or Network Upgrades upon such property.

5.12 **Permits.** The LGIA shall specify in Appendix B the allocation of the responsibilities of the Operating Agent and Interconnection Customer to obtain all permits, licenses, and authorizations necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. The Operating Agent and Interconnection Customer shall cooperate with each other in good faith to obtain any such permits, licenses and authorizations. With respect to this paragraph, Operating Agent shall provide, at Interconnection Customer’s expense, permitting assistance to Interconnection Customer comparable to that provided to any Joint Participant’s own, or an Affiliate's generation.

5.13 **Early Construction of Base Case Facilities.** Interconnection Customer may request JPP to construct, and JPP shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the JPP, with such Network Upgrades being those 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.

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

Operating Agent shall invoice Interconnection Customer for such costs pursuant to Article 17 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by JPP required under this LGIA pursuant to this Article 5.14, and has not requested JPP to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Operating Agent, if no effective date is specified.

Article 6. Taxes

6.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to JPP for the installation of JPP Interconnection Facilities 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, including any applicable laws for Joint Participants which are municipal entities.

6.2 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 Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to JPP for JPP 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 JPP 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 JPP's request, Interconnection Customer shall provide JPP with a report from an independent engineer confirming its representation in clause (iii), above. JPP represents and covenants that the cost of JPP Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

6.3 **Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the JPP.** Notwithstanding Article 6.1, Interconnection Customer shall protect, indemnify and hold harmless JPP from the cost consequences of any current tax liability imposed against JPP as the result of payments or property transfers made by Interconnection Customer to JPP under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by JPP.

The JPP shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i) JPP has determined, in good faith, that the payments or property transfers made by Interconnection Customer to JPP should be reported as income subject to taxation or (ii) any Governmental Authority directs JPP to report payments or property as income subject to taxation; provided, however, that JPP may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to the JPP (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 6. Interconnection Customer shall reimburse the JPP for such costs on a fully grossed-up basis, in accordance with Article 6.4, within thirty (30) Calendar Days of receiving written notification from Operating Agent 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 JPP 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 6.

6.4 **Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 6 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 JPP, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on JPP ("Current Taxes") on the excess of (a) the gross
income realized by JPP as a result of payments or property transfers made by Interconnection Customer to JPP under this LGIA (without regard to any payments under this Article 6 (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 JPP 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 JPP’s composite federal and state tax rates at the time the payments or property transfers are received and JPP 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 JPP anticipated tax depreciation deductions as a result of such payments or property transfers by JPP’s current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to JPP pursuant to this Article 6 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.

6.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Operating Agent 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 JPP under this LGIA 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. Operating Agent and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Operating Agent shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and, as allowed by law, 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. Operating Agent 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.
6.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant JPP Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 6.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and JPP retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on JPP, calculated using the methodology described in Article 6.4 and in accordance with IRS Notice 90-60.

6.7 Contests. In the event any Governmental Authority determines that JPP receipt of payments or property constitutes income that is subject to taxation, Operating Agent 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, Operating Agent may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Operating Agent may file a claim for refund with respect to any taxes paid under this Article 6, whether or not it has received such a determination. JPP reserve the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Operating Agent 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 JPP on a periodic basis, as invoiced by Operating Agent, JPP’s documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, JPP may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by JPP, 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 JPP for the tax at issue in the contest.
6.8 **Refund.** In the event that (a) a private letter ruling is issued to JPP which holds that any amount paid or the value of any property transferred by Interconnection Customer to JPP under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to JPP in good faith that any amount paid or the value of any property transferred by Interconnection Customer to JPP under the terms of this LGIA is not taxable to JPP, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to JPP are not subject to federal income tax, or (d) if JPP receive a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to JPP pursuant to this LGIA, Operating Agent shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 6 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 JPP for such taxes which JPP did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Operating Agent refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by JPP, any refund or credit JPP 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 JPP for such overpayment of taxes (including any reduction in interest otherwise payable by JPP to any Governmental Authority resulting from an offset or credit); provided, however, that JPP will remit such amount promptly to Interconnection Customer only after and to the extent that JPP has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to JPP Interconnection Facilities.

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

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

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

Article 7. Modification

7.1 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, Operating Agent shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the JPP, JPP Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.
7.2 **Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

7.3 **Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that JPP makes to JPP Interconnection Facilities or the JPP to facilitate the interconnection of a third party to JPP Interconnection Facilities or the JPP. 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 8. Testing and Inspection**

8.1 **Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, Operating Agent shall test JPP Interconnection Facilities 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 prior to the In-Service Date or Initial Synchronization Date. 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.

8.2 **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 JPP 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.

8.3 **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.

8.4 **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 8.4 shall be deemed to be Confidential Information and treated pursuant to Article 24 of this LGIA.

Article 9. Metering

9.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, JPP shall install 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 JPP's option, compensated to, the Point of Interconnection. Operating Agent shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

9.2 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 JPP's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except as provided in Article 9.4 below. The check meters shall be subject at all reasonable times to inspection and examination by JPP or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

9.3 Standards. JPP shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

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

9.5 **Metering Data.** At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by JPP and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

**Article 10. Communications**

10.1 **Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with JPP's Transmission System dispatcher or representative designated by JPP. 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 JPP 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 JPP. 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.

10.2 **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 JPP at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by JPP through use of a dedicated point-to-point data circuit(s) as indicated in Article 10.1. The communication protocol for the data circuit(s) shall be specified by JPP. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by JPP.

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.

10.3 **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 11. Operations**

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

11.2 **Balancing Authority Area Notification.** At least three months before Initial Synchronization Date, Interconnection Customer shall notify JPP in writing of the Balancing Authority Area in which the Large Generating Facility will be located. All necessary arrangements, including but not limited to those set forth in Article 9 and Article 10 of this LGIA, and Balancing Authority Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the Balancing Authority Area.

11.3 **JPP Obligations.** JPP shall cause the JPP Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. JPP may provide operating instructions to Interconnection Customer consistent with this LGIA and JPP's operating protocols and procedures as they may change from time to time. JPP will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

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

11.5 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 the JPP.

11.6 Reactive Power.

11.6.1 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 JPP has established different requirements that apply to all interconnected generators on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

11.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Large Generating Facility with the JPP, JPP 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 11.6.1 (Power Factor Design Criteria). JPP's voltage schedules shall treat all sources of reactive power in an equitable and not unduly discriminatory manner. JPP 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 JPP. 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 11.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the Operating Agent.

The Interconnection Customer shall comply with all voltage or reactive power output schedules and associated tolerance bands provided by the JPP. The Interconnection Customer shall further comply with Reliability
Standards VAR-002-1, VAR-002-1.1a, VAR-002-1.1b, or any successor standards issued by NERC or WECC, as well as any new standards relating to reactive power or voltage control that may be issued by NERC or WECC. The Interconnection Customer shall be solely responsible for all compliance information, compliance monitoring and data retention required by the aforementioned standards. Any failure by the Interconnection Customer to comply with the schedules and tolerance bands set forth by the JPP and/or the aforementioned standards set forth by NERC or WECC shall be deemed a default in accordance with Article 22. Any costs or penalties imposed by NERC or WECC upon the JPP resulting from the Interconnection Customer’s non-compliance with the schedules, tolerance bands, or NERC or WECC standards shall be directly passed-through to the Interconnection Customer and the Interconnection Customer’s obligations for payment of said costs or penalties shall survive the expiration or termination of this LGIA.

11.6.2.1 Governors and Regulators. Whenever the Large Generating Facility is operated in parallel with the JPP 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 the Operating Agent and ensure 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 JPP 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 Balancing Authority Area on a comparable basis.

11.6.3 Payment for Reactive Power. JPP is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility only in those instances when JPP requests Interconnection Customer to operate its Large Generating
Facility outside the agreed-upon range specified in Article 11.6.1. Payments shall be pursuant to Article 20 or such other agreement to which the Parties have otherwise agreed.

11.7 Outages and Interruptions.

11.7.1 Outages.

11.7.1.1 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. Notwithstanding the foregoing, the JPP, in all circumstances, retains ultimate authority to deny any non-Emergency Condition removal from service.

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

11.7.1.3 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.

11.7.2 Interruption of Service. If required by Good Utility Practice to do so, Operating Agent may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Operating Agent's ability to perform such activities as are necessary to safely and reliably operate and maintain the JPP. The following provisions shall apply to any interruption or reduction permitted under this Article 11:

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

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

11.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Operating Agent 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;

11.7.2.4 Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Operating Agent shall notify Interconnection Customer in advance regarding the timing of such scheduling and further
notify Interconnection Customer of the expected duration. Operating Agent shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and JPP;

11.7.2.5 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 JPP to their normal operating state, consistent with system conditions and Good Utility Practice.

11.7.3 Under-Frequency and Over Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission 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 the Operating Agent 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 Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice.

11.7.4 System Protection and Other Control Requirements.

11.7.4.1 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. JPP shall install at Interconnection Customer's expense any System Protection Facilities that may be required on JPP Interconnection Facilities as a result of the interconnection of the Large Generating Facility and Interconnection Customer's Interconnection Facilities.

11.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.
11.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

11.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 8. 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.

11.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

11.7.4.6 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 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.

11.7.5 Requirements for Protection. In compliance with Good Utility Practice, 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 JPP not otherwise isolated by JPP’s equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the JPP. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the JPP 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 JPP could adversely affect the Large Generating Facility.

**11.7.6 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. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

**11.8 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.

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

**11.9.1 Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as provided for in applicable JPP participation, ownership or operating agreements among the Joint Participants, or as otherwise agreed to among the Parties herein or hereafter, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the JPP and shall be used for no other purpose.

**11.9.2 Third Party Users.** The Parties mutually agree that if JPP allows one or more third parties to use any part of JPP Interconnection Facilities, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with those Interconnection Facilities (“Capital Expenses”), based upon the pro rata use of such Interconnection Customer-funded Interconnection Facilities by JPP, all third party users, and Interconnection Customer in accordance with the methodology set forth in Section 11.9.3. Any such compensation will be based upon use by third parties of any portion of JPP Interconnection Facilities except those portions that are exclusively used by Interconnection Customer (JPP Interconnection Facilities minus such facilities exclusively used by Interconnection Customer shall hereinafter be referred to as “Interconnection Customer-funded Common Facilities” or “ICFCF” and are shown in Diagram A in Appendix A.)
In addition, cost responsibility for capital improvements and ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, which includes ICFCF and those portions of the JPP Interconnection Facilities used exclusively by Interconnection Customer, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by JPP, all third party users, and Interconnection Customer, in accordance with Section 12.5. The present Interconnection Customer, and each of any future interconnection customers, shall be solely responsible for costs associated with those JPP Interconnection Facilities set forth in Diagram A in Appendix A that are used exclusively by each such interconnection customer.

11.9.3 Methodology. For purposes of this Interconnection Agreement, if one or more third parties use JPP Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the Capital Expenses it incurred in connection with the ICFCF, as defined in Section 11.9.2 and shown in Diagram A in Appendix A, based upon the following methodology. Capital Expenses eligible for reimbursement under this Section 11.9.3, except for land, will be calculated as original installed costs, including any loading rates applied thereto. Capital Expenses for land will be based upon an appraisal agreed upon by the Parties. Future Capital Expenses related to JPP Interconnection Facilities similarly shall be calculated and added to the existing Capital Expenses as a basis for pro rata charges and reimbursements in the future.

Interconnection Customer shall be reimbursed for Capital Expenses based on the terminations to the JPP which use any part of the ICFCF. The second interconnection will yield a 1/2 reimbursement of the initial Capital Expenses for the ICFCF to the Interconnection Customer. A third interconnection will yield a 1/3 obligation of the initial Capital Expenses from such third Interconnection Customer, which will result in an additional 1/6 reimbursement to the Interconnection Customer of the initial Capital Expenses. Additional interconnections similarly will yield pro rata and proportional fractional obligations for the initial Capital Expenses and corresponding reimbursement to prior existing Interconnection Customers. This interconnection reimbursement methodology is set forth in Exhibit 3 to the Interconnection Agreement. Exhibit 3 may be revised by the Interconnection Customer and JPP by mutual agreement. Such revisions shall not constitute an amendment to the Interconnection Agreement.
These reimbursements related to future third party use of the ICFCF shall be made by the JPP to the existing Interconnection Customer(s) by a single payment within 60 business days of the interconnection date of each new third party interconnection.

The obligation of future interconnection customers for proportional payments of Capital Expenses for ICFCF shall be included as binding obligations in any such future interconnection agreements between JPP and such Interconnection Customer(s). Failure to make such payments shall constitute a default under such interconnection agreements and as such will be resolved pursuant to the applicable default provisions of such interconnection agreements.

11.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or JPP 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 12. Maintenance

12.1 JPP Obligations. JPP shall maintain the JPP and JPP Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

12.2 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 LGIA.

12.3 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.

12.4 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.

12.5 **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 Operating Work, described in Exhibit 4, including overhead costs associated with Operating Work performed by the Operating Agent or any Joint Participant on behalf of the JPP, for operation, maintenance, repair and replacement of JPP Interconnection Facilities. Interconnection Customer shall also be responsible for all costs associated with owning, operating, maintaining, repairing, and replacing Interconnection Customer’s Interconnection Facilities. If, in the future, a third party, JPP, or any Joint Participant, is to interconnect to the JPP, the cost responsibilities for operations, maintenance and replacement are to be determined by the number of terminations. Excluded from this methodology are the protection equipment exclusively used by any such new interconnector(s). These costs will be directly assigned to the owner of the interconnection which is being protected.

**Article 13. Performance Obligation**

13.1 **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.

13.2 **JPP Interconnection Facilities.** JPP shall design, procure, construct, install, own and/or control the JPP Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

13.3 **Network Upgrades and Distribution Upgrades.** JPP 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 JPP elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.
13.4 Transmission Credits.

13.4.1 Repayment of Amounts Advanced for Network Upgrades. This section provides for the proportional repayment of amounts advanced for Network Upgrades by any one or more Joint Participants required under Applicable Laws and Regulations to make such repayments. Interconnection Customer shall be entitled to a cash repayment, from any one or more Joint Participants so obligated, equal to the pro rata amount paid to JPP and Affected System Operator, if any, based upon each such Joint Participant’s percentage ownership interest in the JPP, 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 6 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 each such Joint Participant’s Open Access Transmission Tariff and Affected System’s Open Access Transmission 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. §35.19(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, any Joint Participant, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as any such Joint Participant 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 such pro rata amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Joint Participant or Affected System Operator so obligated to do so will continue to provide such pro rata 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, Joint Participants and Affected System Operator so obligated to do so shall at that time reimburse Interconnection Customer for
the pro rata 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.

13.4.2 Special Provisions for Affected Systems. Unless JPP provides, under the LGIA, for the pro rata repayment of amounts advanced to Affected System Operator for Network Upgrades by any one or more Joint Participants so obligated to do so, 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.

13.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, 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.

13.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a JPP Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide JPP, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to JPP and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 19.2. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of JPP Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to JPP for these purposes.

In addition:

13.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of JPP pursuant to the JPP governing agreements or as reasonably determined by the E&O Committee, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.
13.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to TJPP and must specify a reasonable expiration date.

13.5.3 The surety bond must be issued by an insurer reasonably acceptable to JPP and must specify a reasonable expiration date.

13.6 **Interconnection Customer Compensation.** If JPP requests or directs Interconnection Customer to provide a service pursuant to Articles 11.6.3 (Payment for Reactive Power), or 18.5.1 of this LGIA, JPP shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve JPP or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this LGIA, JPP agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

13.6.1 **Interconnection Customer Compensation for Actions During Emergency Condition.** JPP or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the JPP during an Emergency Condition in accordance with Article 18.

**Article 14. Payment for Use of Common Facilities**

On or before the In-service Date, the Interconnection Customer shall make the Common Facilities Use Fee payment to the Operating Agent for the accounts of the Joint Participants in accordance with the formula set forth in Exhibit 2.

**Article 15. Cost Responsibility Ratio**

15.1 **Purpose:** The CRR shall be computed as set forth in Exhibit 5, Cost Responsibility ratio, for the purpose of: (i) allocating to the Interconnection Customer a portion of the costs set forth in Section 16 below and the costs of any Work Liability, and (ii) initially determining the Common Facilities Use Fee payment pursuant to Section 14 hereof.
15.2 Method: The CRR shall be recomputed by the Operating Agent in accordance with Exhibit 5, Cost Responsibility Ratio, attached hereto, to reflect the installation of any additional Function(s) in the JPP and shall be effective upon the date of firm operation thereof. Upon completion of such recomputation, Operating Agent shall revise Exhibit 5 and, as soon thereafter as practicable, submit the revised Exhibit 5 for approval pursuant to Section 35.10.

Article 16. Allocation of Costs

Operating Agent shall calculate the costs and expenses of operation, maintenance, Capital Improvements, insurance, and taxes, including but not limited to overhead expenses, applicable labor loading charges, administrative and general overhead expenses, all in accordance with standard accounting practice and the applicable provisions of the JPP governing agreements, and shall allocate and charge to each Interconnection Customer its proportionate share as set forth in Exhibit 5, of such costs and expenses as set forth below:

16.1 Costs of Operating Work

16.1.1 Operation: Interconnection Customer’s CRR share of all expenses charged for the operation of the JPP.

16.1.2 Maintenance:

   i) All expenses charged for maintenance of the Interconnection Facilities.
   ii) Interconnection Customer’s CRR share of all expenses charged for maintenance of the Common Facilities.

16.2 Costs of Capital Improvements: All costs charged for Capital Improvements to Interconnection Facilities.

16.3 Common Facilities: Interconnection Customer’s CRR share of all Capital Improvements to Common Facilities.

16.4 Costs of Insurance

16.4.1 All expenses of insurance for or allocable to the Interconnection Facilities.

16.4.2 Interconnection Customer’s CRR share of all expenses of insurance for or allocable to the Common Facilities
Article 17. Invoice

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

17.2 Final Invoice. Within six months after completion of the construction of JPP Interconnection Facilities and the Network Upgrades, JPP shall provide an invoice of the final cost of the construction of JPP Interconnection Facilities 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. JPP 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.

17.3 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 LGIA.

17.4 Disputes. In the event of a billing dispute between JPP and Interconnection Customer, JPP shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to JPP 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 JPP may provide notice to Interconnection Customer of a Default pursuant to Article 22. 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, if applicable and if so, with such interest calculated in accord with the methodology set forth in FERC’s regulations at 18 CFR § 35.19a(a)(2)(iii) or other applicable methodology.
Article 18. Emergencies

18.1 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 JPP, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the JPP, JPP Interconnection Facilities or the Transmission Systems of others to which the JPP 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 LGIA to possess black start capability.

18.2 Obligations. Each Party shall comply with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

18.3 Notice. Operating Agent shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects JPP Interconnection Facilities 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 Operating Agent 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 JPP or JPP 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 JPP'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.

18.4 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Operating Agent, 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 Operating Agent or otherwise regarding the JPP.

18.5 JPP Authority.
18.5.1 **General.** Operating Agent may take whatever actions or inactions with regard to the JPP or JPP Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the JPP or JPP Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Operating Agent shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Operating Agent 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 18.5.2; 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 Operating Agent'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.

18.5.2 **Reduction and Disconnection.** Operating Agent 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 any Joint Participant pursuant to its respective open access transmission tariff. When Operating Agent can schedule the reduction or disconnection in advance, Operating Agent shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Operating Agent shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and JPP. 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 JPP to their normal operating state as soon as practicable consistent with Good Utility Practice.

18.6 Interconnection Customer Authority. Consistent with Good Utility Practice and the LGIA and the LGIP, 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 JPP and JPP Interconnection Facilities. Operating Agent shall use Reasonable Efforts to assist Interconnection Customer in such actions.

18.7 Limited Liability. Except as otherwise provided in Article 13.6.1 of this LGIA, 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 19. Regulatory Requirements and Governing Law

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

19.2 Governing Law.

19.2.1 The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by federal law or the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles, as applicable.

19.2.2 This LGIA is subject to all Applicable Laws and Regulations.
19.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.


20.1 General. Unless otherwise provided in this LGIA, 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 LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

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

20.3 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.

20.4 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 11 and 12.

Article 21. Force Majeure

21.1 Force Majeure.

21.1.1 Economic hardship is not considered a Force Majeure event.

21.1.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 5), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably
possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 22. Default

22.1 Default

22.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act 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 22.1.2, 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.

22.1.2 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 LGIA 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 LGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this LGIA.

Article 23. Indemnity, Consequential Damages and Insurance

23.1 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 LGIA on behalf of the Indemnifying Party, except as pre-empted by federal law or in cases of gross negligence or intentional wrongdoing by the indemnified Party.

23.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 23 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 23.1, 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.

23.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 23, 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.

23.1.3 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 23.1 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.

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

23.3 **Insurance.** Each of the Operating Agent, on behalf of the JPP, and the
Interconnection Customer shall, at its own expense, maintain in force throughout
the period of this LGIA, and until released by the other party, the following
minimum insurance coverages:

23.3.1 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.

23.3.2 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.
23.3.3 Commercial 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.

23.3.4 Excess Commercial General Liability Insurance over and above the Employers' Liability Commercial General Liability and Commercial 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.

23.3.5 The Commercial General Liability Insurance, Commercial Automobile Insurance and Excess Commercial General 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 LGIA 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.

23.3.6 The Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Excess Commercial General 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.

23.3.7 The Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Excess Commercial General Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

23.3.8 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 LGIA.

23.3.9 Within ten (10) days following execution of this LGIA, and as soon as
practicable after the end of each fiscal year or at the renewal of the
insurance policy and in any event within ninety (90) days thereafter, each
of the Operating Agent, on behalf of the JPP, and the Interconnection
Customer shall provide certification of all insurance required in this LGIA,
executed by each insurer or by an authorized representative of each
insurer.

23.3.10 Notwithstanding the foregoing, each of the Operating Agent, on behalf of
the JPP, and the Interconnection Customer may self-insure to meet the
minimum insurance requirements of Articles 23.3.2 through 23.3.8 to the
extent it maintains a self-insurance program; provided that, as applicable,
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 23.3.2 through 23.3.8. 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 23.3.2 through 23.3.9. In the event that Operating Agent, on
behalf of the JPP, or Interconnection Customer 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 23.3.9.

23.3.11 The Operating Agent, on behalf of the JPP, and Interconnection Customer
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 LGIA.

Article 24. Assignment

24.1 Assignment. This LGIA may be assigned by either Party only with the written
consent of the other; provided that, to the extent allowed by law, either Party may
assign this LGIA 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
LGIA; and provided further that Interconnection Customer shall have the right to
assign this LGIA, without the consent of JPP, for collateral security purposes to
aid in providing financing for the Large Generating Facility, provided that
Interconnection Customer will promptly notify JPP 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 JPP of the date and particulars of any such exercise of assignment right(s), including providing the JPP with proof that it meets the requirements of Articles 13.5 and 23.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

**Article 25. Severability**

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

**Article 26. Comparability**

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

**Article 27. Confidentiality**

27.1 **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 LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the 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 27 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.
27.1.1 Term. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 27, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

27.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 27.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

27.1.3 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 LGIA, unless such person has first been advised of the confidentiality provisions of this Article 27 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 27.

27.1.4 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.
27.1.5 **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.

27.1.6 **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 LGIA or its regulatory requirements.

27.1.7 **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 LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

27.1.8 **Termination of Agreement.** Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from 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.

27.1.9 **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 27. 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 27, 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 27, 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 27.

27.1.10 Disclosure under Operation of Law. Any information that a Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by a Governmental Authority; (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 LGIA or as a transmission service provider or a Balancing Area Authority including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

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

Operating Agent shall, at Interconnection Customer’s election, destroy, in a confidential manner, or return the Confidential Information provided at the time such Confidential Information is no longer needed.

Article 28. Environmental Releases
The Operating Agent and Interconnection Customer shall notify one another, 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 29. Information Requirements

29.1 Information Acquisition. The Operating Agent 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.

29.2 Information Submission by Operating Agent. The initial information submission by JPP shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include JPP 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 Operating Agent shall provide Interconnection Customer a status report on the construction and installation of JPP Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

29.3 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 LGIP. It shall also include any additional information provided to Operating Agent 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 JPP 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 Operating Agent pursuant to the Interconnection Study Agreement between JPP and Interconnection Customer, then Operating Agent will conduct appropriate studies to determine the impact on JPP based on the actual data submitted pursuant to this Article 29.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

29.4 Information Supplementation. Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 29 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 Operating Agent for each individual generating unit in a station.

Subsequent to the Operation Date, Interconnection Customer shall provide Operating Agent any information changes due to equipment replacement, repair, or adjustment. Operating Agent shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent JPP-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 30. Information Access and Audit Rights
30.1 **Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 30.1 and to enforce their rights under this LGIA.

30.2 **Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.

30.3 **Audit Rights.** Subject to the requirements of confidentiality under Article 27 of this LGIA, 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 LGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, JPP's efforts to allocate responsibility for the provision of reactive support to the Transmission System, JPP's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 30.4.

30.4 **Audit Rights Periods.**

30.4.1 **Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of JPP Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following JPP's issuance of a final invoice in accordance with Article 17.2.
30.4.2 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 LGIA other than those described in Article 30.4.1 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.

30.5 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 31. Subcontractors

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

31.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other 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 JPP 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 LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

31.3 No Limitation by Insurance. The obligations under this Article 31 will not be limited in any way by any limitation of subcontractor's insurance.

Article 32. Disputes
32.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

32.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 32, the terms of this Article 32 shall prevail.

32.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC
if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades of any Joint Participant so obligated by FERC.

32.4 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 33. Representations, Warranties, and Covenants

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

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

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

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

33.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in
connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

**Article 34. Joint Operating Committee**

**34.1 Joint Operating Committee.** Except in the case of ISOs and RTOs, JPP shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and JPP shall each appoint one representative and one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify JPP of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this LGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

34.1.1 Establish data requirements and operating record requirements.

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

34.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of JPP's and Interconnection Customer's facilities at the Point of Interconnection.

34.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the interconnection of the Large Generating Facility to the JPP.

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

34.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.
Article 35. Miscellaneous

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

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

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

35.4 Entire Agreement. This LGIA, 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 LGIA. 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 LGIA.

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

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

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

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

35.8 Multiple Counterparts. This LGIA may be executed in two or more
counterparts, each of which is deemed an original but all constitute one and the
same instrument.

35.9 Amendment. The Parties may by mutual agreement amend this LGIA by a
written instrument duly executed by the Parties.

35.10 Modification by the Parties. The Parties may by mutual agreement modify
Appendices and Exhibits to this LGIA by a written instrument duly executed by
the Parties. Such modifications shall become effective and a part of this LGIA
upon satisfaction of all Applicable Laws and Regulations.

35.11 Reservation of Rights. Each of the Joint Participants shall have the right to make
a unilateral filing with FERC to modify this LGIA 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 LGIA pursuant to section 206 or
any other applicable provision of the Federal Power Act and FERC's rules and
regulations thereunder; provided that each Party shall have the right to protest any
such filing and to participate fully in any proceeding before FERC in which such
modifications may be considered. Nothing in this LGIA shall limit the rights of
the Parties or of FERC under sections 205 or 206 of the Federal Power Act and
FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

35.12 No Partnership. This LGIA 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.

35.13 Western Subject to Tort Claims Act. Notwithstanding any other section of this LGIA, nothing herein shall be construed as enlarging, diminishing or changing in any way the rights, duties and obligations of Western under the Federal Tort Claims Act of 1946, 60 Stat. 842, as amended.

35.14 Western Subject to National Environmental Policy Act. Western, as a Federal agency, is required to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. Sections 4321 et seq.); and the regulations that have been established by the Council on Environmental Quality (40 CFR 1500-1508). The nature of the interconnection request addressed in this LGIA will dictate the level of NEPA compliance required. The applicable NEPA documents will be completed before Western executes this LGIA.

35.15 Use of Operating Agent’s Funds. The Operating Agent shall not be required to advance any of its own funds on behalf of Interconnection Customer.

35.16 Conversion of the JPP to Direct Current. In the event that the JPP approves conversion of the JPP to Direct Current ("DC") transmission facilities, written notice shall be promptly sent to Interconnection Customer by the Operating Agent. Such notice shall include a proposed design for the DC configuration that shows the new location of the Interconnection Customer’s interconnection termination, an estimate of the termination relocation costs to be assigned to Interconnection Customer, and a proposed schedule for the DC conversion. Any costs for modifications to Interconnection Customers Facilities due to conversion to DC will be the responsibility of Interconnection Customer.

Interconnection Customer shall respond in writing within ninety (90) days of receipt of the written notice from the Operating Agent on whether Interconnection Customer agrees to pay for the relocation of the termination of Interconnection Customer’s Interconnection Facilities as required under the DC conversion or elects to terminate this LGIA.
35.17 Contingent Upon Appropriations. Where activities provided for in this Agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States’ obligations under the Agreement. In case such appropriation is not made, the Party(ies) hereby release the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

35.18 Consistency with Federal Laws and Regulations. Nothing in this Agreement shall compel any person or federal entity to: (1) violate federal statutes or regulations; or (2) in the case of a federal agency, to exceed its statutory authority, as defined by any applicable federal statutes, regulations, or orders lawfully promulgated thereunder. If any provision of this Agreement is inconsistent with any obligation imposed on any person or federal entity by federal law or regulation to that extent, it shall be inapplicable to that person or federal entity. No person or federal entity shall incur any liability by failing to comply with this Agreement that is inapplicable to it by reason of being inconsistent with any federal statutes, regulations, or orders lawfully promulgated thereunder; provided, however, that such person or federal entity shall use its best efforts to comply with the Agreement to the extent that applicable federal laws, regulations, and orders lawfully promulgated thereunder permit it to do so.

IN WITNESS WHEREOF, the Parties have executed this LGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

[Insert name of Joint Participant(s) ]

By: ___________________________ By: ___________________________

Title: __________________________ Title: __________________________

Date: __________________________ Date: __________________________

[Insert name of Interconnection Customer]
By: ______________________

Title: _____________________

Date: ______________________
Appendix A to LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

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

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

2. Network Upgrades:

   (a) [insert Stand Alone Network Upgrades]:

   (b) [insert Other Network Upgrades]:

3. Distribution Upgrades:
Appendix B to LGIA

Milestones
Appendix C to LGIA

Interconnection Details
Appendix D to LGIA

Security Arrangements Details

Infrastructure security of JPP equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. All Joint Participants, and Interconnection Customers interconnected to the JPP are expected 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 LGIA

Commercial Operation Date

This Appendix E is a part of the LGIA between JPP and Interconnection Customer.

[Date]  

[JPP Address]  

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 LGIA

Addresses for Delivery of Notices and Billings

Notices:

JPP:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

JPP:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

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

JPP:

[To be supplied.]

Interconnection Customer:

[To be supplied.]
Appendix G to LGIA

Requirements of Generators Relying on Newer Technologies
Exhibit 1

[FORM OF]

Common Facilities

This Exhibit 1 identifies Common Facilities, and their respective costs, associated with the JPP [specify switchyard, substation or line] to which interconnection is provided for under this Agreement.

<table>
<thead>
<tr>
<th>Common Facilities¹</th>
<th>Cost as of (month/year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land &amp; Land Rights</td>
<td>$</td>
</tr>
<tr>
<td>Structures &amp; Improvements</td>
<td>$</td>
</tr>
<tr>
<td>Roads</td>
<td>$</td>
</tr>
<tr>
<td>Overhead Conductor</td>
<td>$</td>
</tr>
<tr>
<td>Station Service</td>
<td>$</td>
</tr>
<tr>
<td>Meter Relay/Control</td>
<td>$</td>
</tr>
<tr>
<td>Digital Fault Recorder</td>
<td>$</td>
</tr>
<tr>
<td>DC System</td>
<td>$</td>
</tr>
<tr>
<td>Communications</td>
<td>$</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$</strong></td>
</tr>
<tr>
<td>Administrative &amp; General Expenses</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

¹ Specify component of the JPP (e.g., Mead 500 kV Substation, Perkins-Mead Transmission Line)
Exhibit 2

[Form of]

Common Facilities Use Fee

This Exhibit 2 provides the methodology for calculation of a one-time payment to be made by Interconnection Customer for use of Common Facilities.

The one-time payment by Interconnection Customer is calculated as follows:

\[ P = OIC \times CRR \]

Where:

- \( P \) = Payment by Interconnection Customer for use of Common Facilities
- \( OIC \) = Original installed costs of Common Facilities prior to Interconnection Customer’s interconnections, as shown on Exhibit 1.
- \( CRR \) = Interconnection Customer’s CRR calculated pursuant to Exhibit 5.
Exhibit 3

[Form of]

THIRD PARTY INTERCONNECTION REIMBURSEMENT METHODOLOGY

This Exhibit 3 sets forth the responsibilities for future interconnectors (Third Parties) to the JPP to reimburse Interconnection Customer for Interconnection Customer’s initial capital cost expenses for Common Facilities pursuant to Article 11.9.3.

Key to Tables 1 - 3 in examples below

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>= connections used by Interconnection Customer (Inter. Cust.)</td>
</tr>
<tr>
<td>B</td>
<td>= connections used by JPP</td>
</tr>
<tr>
<td>C</td>
<td>= connections used by Third Parties</td>
</tr>
</tbody>
</table>

1. Table #1 details (illustrative) currently configured cost responsibilities:

<table>
<thead>
<tr>
<th>Table #1 - Current JPP Interconnection Configuration</th>
<th>O&amp;M Cost Responsibility</th>
<th>Capital Reimbursement to Inter. Cust.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inter. Cust.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$\frac{A}{(A+B+C)}$</td>
<td>$\frac{1}{(1+0+0)}$</td>
<td>$\frac{1}{(1)}$</td>
</tr>
<tr>
<td>JPP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$\frac{B}{(A+B+C)}$</td>
<td>$\frac{0}{(1+0+0)}$</td>
<td>$\frac{0}{(1)}$</td>
</tr>
<tr>
<td>Third Party</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$\frac{C}{(A+B+C)}$</td>
<td>$\frac{0}{(1+0+0)}$</td>
<td>$\frac{0}{(1)}$</td>
</tr>
</tbody>
</table>
2. Table #2 illustrates cost responsibilities assuming a single future third party interconnector along with the interconnectors of Table #1:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>JPP</td>
<td>$\frac{A}{(A+B+C)}$</td>
<td>$\frac{1}{1+0+1}$</td>
</tr>
<tr>
<td>#1 Third Party</td>
<td>$\frac{B}{(A+B+C)}$</td>
<td>$\frac{0}{1+0+1}$</td>
</tr>
<tr>
<td>#2 Third Party</td>
<td>$\frac{C}{(A+B+C)}$</td>
<td>$\frac{1}{1+0+1}$</td>
</tr>
</tbody>
</table>

3. Table #3 illustrates cost responsibilities assuming a second future third party interconnector along with the interconnectors of Table #2:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>JPP</td>
<td>$\frac{A}{(A+B+C)}$</td>
<td>$\frac{1}{1+0+2}$</td>
</tr>
<tr>
<td>#1 Third Party</td>
<td>$\frac{B}{(A+B+C)}$</td>
<td>$\frac{0}{1+0+2}$</td>
</tr>
<tr>
<td>#2 Third Party</td>
<td>$\frac{C}{(A+B+C)}$</td>
<td>$\frac{1}{1+0+2}$</td>
</tr>
</tbody>
</table>
Exhibit 4

Operating Work

This Exhibit 4 describes the Operating Work to be performed by Operating Agent, as including, without limitation, all work performed by, or caused to be performed by, the Operating Agent that is necessary for the operation and maintenance of the JPP, which work includes, but is not limited to, the work listed in the MPP Operation Agreement (engineering, agreement preparation, purchasing, repair, supervision, training, expediting, inspection, testing, protection, operation, retirement, maintenance, use, management, and making capital Improvements). Operating Work shall include any work necessitated by an Operating Emergency.
Exhibit 5

[form of]

Cost Responsibility Ratio (“CRR”)

This Exhibit 5 provides the computation of the Cost Responsibility Ratio (“CRR”) for the JPP after Interconnection Customer’s interconnection:

\[
\text{CRR} = \frac{B}{A+B+C}
\]

Where:

- \(A\) = Connections used by Joint Participants
- \(B\) = Connections used by Interconnection Customer
- \(C\) = Connections used by others

TOTAL NUMBER OF JOINT PARTICIPANTS INTERCONNECTIONS =

Connections at JPP

<table>
<thead>
<tr>
<th>Name of Connection</th>
<th>JPP</th>
<th>Interconnection Customer</th>
<th>Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xxxxxxxx</td>
<td>xx</td>
<td>xx</td>
<td>xx</td>
</tr>
<tr>
<td>Etc</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Connections =

Note:

1. The CRR shall be applied to the one-time payment pursuant to Exhibit 2
2. The CRR also shall be applied to all other costs and expenses that allocable to Interconnection Customer under this Agreement.