

Tennessee Valley Authority
Standard Large Generator
Interconnection Procedures (LGIP)

(Applicable to Generating Facilities that exceed 20 MWs)

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Section 1. Definitions.

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

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

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

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

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

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

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

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

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by TVA or Interconnection Customer.

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

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

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

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

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

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

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

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.

Contingent Facilities shall mean those unbuilt TVA facilities, Interconnection Facilities, and/or Network Upgrades upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for Re-Studies of the Interconnection Request or a reassessment of the Interconnection Facilities and/ or Network Upgrades and/ or costs and timing.

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

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with the executed Interconnection Agreement.

Dispute shall have the meaning set forth in Section 13.5.1 of the LGIP.

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.

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

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

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes TVA to begin engineering, procurement, and construction of facilities necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

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

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

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

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

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple 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, 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 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 TVA's Interconnection Facilities to obtain back-feed power.

Interconnection Agreement (IA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility.

Interconnection Customer shall mean any entity, including TVA, which proposes to interconnect its Generating Facility with TVA's Transmission System.

Interconnection Facilities shall mean all facilities and equipment between the Generating Facility and the Point of Interconnection, as well as any other modifications, additions, or upgrades that are necessary to physically and electrically interconnect the Generating Facility to TVA's Transmission System. Interconnection Facilities are sole-use facilities and shall not include Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by TVA or, at TVA's discretion, a third party consultant for the Interconnection Customer to determine a list of facilities (including 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 TVA's Transmission System. The scope of the study is defined in the Standard Large Generator Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard 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 TVA's Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard 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 Standard 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 TVA's Transmission System.

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

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 Standard 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 TVA's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility 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 Standard Large Generator Interconnection Procedures.

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

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

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

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 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.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the 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 Council or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Upgrades shall mean the additions, modifications, and upgrades to TVA's Transmission System required to accommodate the interconnection of the Large Generating Facility to TVA's Transmission System and that enhance either the capacity or the reliability of the integrated system.

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

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 Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Optional Modified Interconnection Study Process shall mean the process by which a Facilities Study is performed in parallel with the Interconnection System Impact Study to determine the cost and timing of the facilities necessary to establish the Point of Interconnection.

Party or Parties shall mean TVA, Transmission Owner, Interconnection Customer, or any combination of the above.

Permissible Technological Advancement shall mean a change to technology of Generating Facility equipment that results in electrical performance that is equal to or better than the electrical performance expected prior to the technological change and meets all the following criteria: (1) does not change the Generating Facility technology type (e.g., synchronous, inverter-based) fuel type or storage capability initially proposed in the Interconnection Request; (2) does not change the Interconnection Service amount, except as permitted under Section 4.4.2; (3) does not materially impact the transmission system with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response; (4) does not degrade the electrical characteristics of the generating equipment (e.g., the ratings, impedances, efficiencies, capabilities, and performance of the equipment under steady state and dynamic conditions); (5) does not violate Applicable Reliability Standards or otherwise cause reliability concerns; and (6) does not have a material impact on the cost or timing of any Interconnection Request with a later queue priority date (i.e., is not a Material Modification).

Point of Interconnection shall mean the point, as set forth in the Interconnection Agreement, where the Interconnection Facilities connect to TVA's Transmission System.

Provisional Interconnection Service shall mean limited Interconnection Service provided by TVA associated with interconnecting the Interconnection Customer's Generating Facility to TVA's Transmission System prior to completion of requisite Interconnection Facilities and Network Upgrades enabling the TVA Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of the Interconnection Agreement.

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

Readiness Milestone shall mean the options set forth in Section 3.8.1 of the LGIP.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the 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.

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

Site Control shall mean the exclusive land right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control shall include the right to develop, construct, operate, and maintain Interconnection Customer's Interconnection Facilities. Site Control shall be demonstrated by documentation and a signed affidavit establishing: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size to construct and operate the Generating Facility and associated Interconnection Customer's Interconnection Facilities; (2) an option to purchase or acquire a leasehold interest in a site of sufficient size to construct and operate the Generating Facility and associated Interconnection Facilities; or (3) any other documentation that clearly demonstrates the right of the Interconnection Customer to exclusively occupy a site of sufficient size to construct and operate the Generating Facility. Site Control for any co-located project is demonstrated by a contract or other agreement demonstrating shared land use for all co-located projects that meet the aforementioned provisions of this Site Control definition.

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

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility.

Stand Alone Network Upgrades shall mean Network Upgrades that are not part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both TVA and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Exhibit FM to the Interconnection Agreement. If TVA and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, TVA must provide the Interconnection Customer a written technical explanation outlining why TVA does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in an Interconnection Agreement, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

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

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

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.

TVA Transmission Service Guidelines shall mean the terms and conditions through which open access transmission service is offered on the TVA Transmission System, and as amended or supplemented from time to time.

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

Upfront Payment shall have the meaning specified in one of the following four agreements, as applicable in the particular circumstances:

- the Interconnection Feasibility Study Agreement,
- the Interconnection System Impact Study Agreement,
- the Interconnection Facilities Study Agreement, or
- the Optional Interconnection Study Agreement.

Withdrawal Penalty shall have the meaning set forth in Section 3.6.1.1 of the LGIP.

Note: The definitions used in the LGIP in no way supersede or modify an Interconnection Agreement between TVA and an Interconnection Customer or the meaning of any terms contained therein.

Section 2. Scope and Application.

2.1 Application of Standard Large Generator Interconnection Procedures.

Sections 2 through 13 apply to processing an Interconnection Request pertaining to a Large Generating Facility.

2.2 Comparability.

TVA shall receive, process, and analyze all Interconnection Requests in a timely manner as set forth in this LGIP. TVA shall use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facilities are owned by TVA or others.

2.3 Base Case Data.

TVA shall maintain base power flow, short circuit, and stability databases, including all underlying assumptions, and contingency lists on either its OASIS site or a password-protected website, subject to confidentiality provisions in Section 13.1. In addition, TVA shall maintain network models and underlying assumptions on either its OASIS site or a password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent interconnection study and be representative of current system conditions. If TVA posts this information on a password-protected website, a link to the information must be provided on TVA's OASIS site. TVA is permitted to require that Interconnection Customers, OASIS site users and password-protected website users sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the applicable authority.

2.4 No Applicability to Transmission Service.

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

2.5 Interpretation.

In matters regarding a pending Interconnection Request, the provisions of the LGIP shall control. In matters provided for under an executed IA, the terms, including the definitions, of the IA shall control.

Section 3. Interconnection Requests.

3.1 General.

An Interconnection Customer shall submit to TVA an Interconnection Request in the form of Appendix 1 to this LGIP and a refundable deposit of \$25,000. TVA shall apply the deposit toward the cost of the applicable Interconnection Study. The Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

At Interconnection Customer's option, TVA and Interconnection Customer shall identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer shall select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement.

TVA shall have a process in place to consider requests for Interconnection Service below the Generating Facility Capacity. These requests for Interconnection Service shall be studied at the level of Interconnection Service requested for purposes of Interconnection Facilities and Network Upgrades, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by the Interconnection Customer. If after the additional studies are complete, TVA determines that additional Network Upgrades are necessary, then TVA must: (1) specify which additional Network Upgrade costs are based on which studies; and (2) provide a detailed explanation of why the additional Network Upgrades are necessary. Any Interconnection Facility and/or Network Upgrade costs required for safety and reliability also will be borne by the Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article FP-5 of the LGIA. The necessary control technologies and protection systems shall be established in Exhibit IC of the LGIA.

3.2 Utilization of Surplus Interconnection Service.

TVA must provide a process that allows an Interconnection Customer to utilize or transfer Surplus Interconnection Service at an existing Point of Interconnection. The original Interconnection Customer or one of its affiliates shall have priority to utilize Surplus Interconnection Service. If the existing Interconnection Customer or one of its affiliates does not exercise its priority, then that service may be made available to other potential Interconnection Customers. The process for utilizing Surplus Interconnection Service is supplemented in TVA's Business Practices. All requests for Surplus Interconnection Service shall be processed outside of the interconnection queue.

3.2.1 Surplus Interconnection Service Requests.

Surplus Interconnection Service requests may be made by the existing Interconnection Customer whose Generating Facility is already interconnected or one of its affiliates. Surplus Interconnection Service requests also may be made by another Interconnection Customer. TVA shall provide a process for evaluating Interconnection Requests for Surplus Interconnection Service. Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original System Impact Study is not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the request for Surplus Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses or other appropriate studies for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary.

3.2.2 Initiating a Surplus Interconnection Service Requests.

An Interconnection Customer may request to utilize Surplus Interconnection Service for a new Generating Facility at the Point of Interconnection of an existing Generating Facility with an effective Interconnection Agreement. To request Surplus Interconnection Service, an Interconnection Customer shall

submit to TVA a Surplus Interconnection Service request in the form of Appendix 1 to this LGIP, a refundable deposit of \$25,000, and any supporting documentation (e.g., additional Generating Facility data for the new Generating Facility, single-line diagram for the new and original Generating Facilities, and evidence of Site Control). In addition, the Interconnection Customer shall indicate: (1) the original Interconnection Customer's Interconnection Agreement, (2) contact information for the original Interconnection Customer, (3) the affiliation (if any) of the new Interconnection Customer with the original Interconnection Customer, (4) the proposed use of the original Generating Facility's unused Interconnection Service by the proposed new Generating Facility (e.g., times and amounts of use, controls, combined electrical one line), and (5) the agreement that exists between the original Interconnection Customer and the new Interconnection Customer related to the use of Surplus Interconnection Service. Sections 3.1, 3.3, 3.5, 3.6, and 3.7 of this LGIP shall apply to new requests for Surplus Interconnection Service.

Following receipt of a valid Interconnection Request for Surplus Interconnection Service, TVA will verify that Surplus Interconnection Service has been made available by the original Interconnection Customer for use by the new Interconnection Customer. After TVA verifies that Surplus Interconnection Service has been made available by the original Interconnection Customer at the existing Generating Facility, TVA shall conduct a Scoping Meeting with the new Interconnection Customer and the original Interconnection Customer consistent with Section 3.3.4.

3.2.3 Surplus Interconnection Service Study.

Following the Scoping Meeting, TVA shall tender to the new Interconnection Customer a Surplus Interconnection Service study agreement, which includes a non-binding good faith estimate of the cost and timing for completing the Surplus Interconnection Service study. The Surplus Interconnection Service study agreement shall provide that the new Interconnection Customer shall compensate TVA for the actual cost of the Surplus Interconnection Service study. The new Interconnection Customer shall execute and deliver the Surplus Interconnection Service study agreement to TVA no later than thirty (30) Calendar Days after its receipt

along with the demonstration of Site Control, and the applicable Upfront Payment specified in the Surplus Interconnection Service study agreement.

On or before the return of the executed Surplus Interconnection Service study agreement to TVA, the new Interconnection Customer shall provide all technical data required for the Surplus Interconnection Service study. If the new Interconnection Customer does not provide all technical data when it delivers the Surplus Interconnection Service study agreement, TVA shall notify the new Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Surplus Interconnection Service study agreement and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, or the Surplus Interconnection Service request will be withdrawn. TVA shall coordinate the Surplus Interconnection Service study with any potential Affected System that may be affected by the Surplus Interconnection Service request pursuant to Section 3.5. TVA shall utilize existing studies to the extent practicable when it performs the study. TVA shall use Reasonable Efforts to complete the Surplus Interconnection Service study within ninety (90) Calendar Days after the receipt of the Surplus Interconnection Service study agreement, Site Control, Upfront Payment, and complete and valid technical data. If TVA is unable to complete the Surplus Interconnection Service study within the time period, it shall notify the new Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, TVA shall provide the new Interconnection Customer supporting documentation, work papers, and applicable databases (e.g., short circuit, stability) for the Surplus Interconnection Service study, subject to confidentiality arrangements consistent with Section 13.1. Upon completion of the Surplus Interconnection Service study, TVA will provide a Surplus Interconnection Service study report to both the new Interconnection Customer and the original Interconnection Customer. Parties will meet within thirty (30) Calendar Days, or as agreed to by the Parties, following the completion of the Surplus Interconnection Service study to discuss the results.

3.2.4 Surplus Interconnection Service Agreement.

In order to obtain Surplus Interconnection Service, all of the following conditions must be met: (i) the arrangements for such service must meet the definition of Surplus Interconnection Service set forth in the TVA LGIP and related requirements; (ii) the new Interconnection Customer must agree to such terms of service, including any requirements that may be identified by TVA in the Surplus Interconnection Service studies; (iii) the total amount of Interconnection Service at the Point of Interconnection must not exceed the amount of Interconnection Service in the original Interconnection Customer's Interconnection Agreement; (iv) no new Network Upgrades are identified in the Surplus Interconnection Service study; (v) any potential Affected System (s) has completed its evaluation and determined that no new Affected System upgrades are required for Surplus Interconnection Service; and (vi) the original Interconnection Customer consents to the assignment of Interconnection Service under the original Interconnection Customer's Interconnection Agreement and any other applicable requirements related to assignment are met. If the conditions for Surplus Interconnection Service will not be met, the request for Surplus Interconnection Service will be deemed withdrawn.

Once all of the conditions for Surplus Interconnection Service have been met, then following the meeting to discuss the Surplus Interconnection Service study, TVA shall tender an appropriate agreement (e.g., an amendment to the existing LGIA and a new Surplus Interconnection Service agreement) to the Interconnection Customer(s). The agreement will establish conditions such as the term of operation, the Interconnection Service limit, and the mode of operation for energy production (i.e., common or singular operation), incorporate any requirements that may be identified by TVA in the Surplus Interconnection Service study, and establish the roles and responsibilities of the parties for maintaining the operation of the Generating Facility within the parameters of the agreement. The original and new Interconnection Customer(s) shall execute and return the agreement within thirty (30) Calendar Days, or at the request of the Interconnection Customer(s) to negotiate provisions of the agreement, within sixty (60) Calendar Days. Unless otherwise agreed by the Parties, if Interconnection Customer(s) has not

executed the agreement within sixty (60) Calendar Days of tender of the agreement, the request for Surplus Interconnection Service shall be deemed to have been withdrawn.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) a \$25,000 deposit, (ii) a completed application in the form of Appendix 1, and (iii) demonstration of Site Control or a posting of an additional deposit of \$500/MW. Such deposits shall be applied toward any Interconnection Studies pursuant to the Interconnection Request. If Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.3.3 after submitting its Interconnection Request, the additional deposit shall be refundable; otherwise, all such deposit(s), additional and initial, become non-refundable.

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

Each Interconnection Request shall include the information and data files as specified in Appendix 1.

3.3.2 Acknowledgment of Interconnection Request.

TVA shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

3.3.3 Deficiencies in Interconnection Request.

An Interconnection Request is not considered to be a valid request until all items in Section 3.3.1 have been received by TVA. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, TVA shall notify the Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide TVA the additional requested information needed to constitute a valid request within a cure period of ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.3 shall be treated in accordance with Section 3.6.

3.3.4 Scoping Meeting.

Within ten (10) Business Days after receipt of a valid Interconnection Request, TVA shall establish a date agreeable to Interconnection Customer for the Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection. TVA and Interconnection Customer shall bring to the meeting such technical data, including, but not limited to: (i) general facility loadings and ratings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. TVA and Interconnection Customer shall also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1., and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

Following the Scoping Meeting, but prior to the execution of the Interconnection System Impact Study Agreement, Interconnection Customer will notify TVA if it elects to utilize the Optional Modified Interconnection Study Process as detailed in Section 8.3.

3.4 OASIS Posting.

3.4.1

TVA shall maintain on its OASIS a list of all Interconnection Requests. The list shall identify, for each Interconnection Request: (i) the nameplate capacity of the proposed generation as well as the requested Interconnection Service amount (by season); (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the requested/forecasted In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the date of the Interconnection Request; (vii) the type of Generating Facility to be constructed (e.g., combined cycle, base load, combustion turbine and fuel type); and (ix) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. The list shall not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an IA. TVA shall post to its OASIS site any deviations from the study timelines set forth herein. TVA shall also post any known deviations in the Large Generating Facility's In-Service Date.

3.4.2 Requirement to Post Interconnection Study Metrics.

TVA will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If TVA posts this information on its website, a link to the information must be provided on TVA's OASIS site. For each calendar quarter, TVA must calculate and post the information detailed in sections 3.4.2.1 through 3.4.2.4.

3.4.2.1 Interconnection Feasibility Studies Processing Time.

(A) Number of Interconnection Requests that had Interconnection Feasibility Studies completed within TVA's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had

Interconnection Feasibility Studies completed within TVA's coordinated region during the reporting quarter that were completed more than forty-five (45) Calendar Days after receipt by TVA of the Interconnection Customer's executed Interconnection Feasibility Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Feasibility Studies where such Interconnection Requests had executed Interconnection Feasibility Study Agreements received by TVA more than forty-five (45) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Interconnection Feasibility Studies completed within TVA's coordinated region during the reporting quarter, from the date when TVA received the executed Interconnection Feasibility Study Agreement to the date when TVA provided the completed Interconnection Feasibility Study to the Interconnection Customer,

(E) Percentage of Interconnection Feasibility Studies exceeding forty-five (45) Calendar Days to complete this reporting quarter, calculated as the sum of 3.4.2.1(B) plus 3.4.2.1(C) divided by the sum of 3.4.2.1(A) plus 3.4.2.1(C)).

3.4.2.2 Interconnection System Impact Studies Processing Time.

(A) Number of Interconnection Requests that had Interconnection System Impact Studies completed within TVA's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection System Impact Studies completed within TVA's coordinated region during the reporting quarter that were completed more than ninety (90) Calendar Days after receipt by TVA of the Interconnection Customer's executed Interconnection System Impact Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete System Impact Studies where such Interconnection Requests had executed Interconnection System Impact Study Agreements received by TVA more than ninety (90) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Interconnection System Impact Studies completed within TVA's coordinated region during the reporting quarter, from the date when TVA received the executed Interconnection System Impact Study Agreement to the date when TVA provided the completed Interconnection System Impact Study to the Interconnection Customer,

(E) Percentage of Interconnection System Impact Studies exceeding ninety (90) Calendar Days to complete this reporting quarter, calculated as the sum of 3.4.2.2(B) plus 3.4.2.2(C) divided by the sum of 3.4.2.2(A) plus 3.4.2.2(C)).

3.4.2.3 Interconnection Facilities Studies Processing Time.

(A) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within TVA's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within TVA's coordinated region during the reporting quarter that were completed more than ninety (90) or one hundred eighty (180) Calendar Days, as specified in the executed Interconnection Facilities Study Agreement, after receipt by TVA of the Interconnection Customer's executed Interconnection Facilities Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Service requests with ongoing incomplete Interconnection Facilities Studies where such Interconnection Requests had executed Interconnection Facilities Studies Agreement received by TVA more than ninety (90) or one hundred eighty (180) Calendar Days, as specified in the executed Interconnection Facilities Study Agreement, before the reporting quarter end,

(D) Mean time (in days), for Interconnection Facilities Studies completed within TVA's coordinated region during the reporting quarter, calculated from the date when TVA received the executed Interconnection Facilities Study Agreement to the date when TVA provided the completed Interconnection Facilities Study to the Interconnection Customer,

(E) Percentage of delayed Interconnection Facilities Studies this reporting quarter, calculated as the sum of 3.4.2.3(B) plus

3.4.2.3(C) divided by the sum of 3.4.2.3(A) plus 3.4.2.3(C)).

3.4.2.4 Interconnection Service Requests Withdrawn from Interconnection Queue.

(A) Number of Interconnection Requests withdrawn from TVA's interconnection queue during the reporting quarter,

(B) Number of Interconnection Requests withdrawn from TVA's interconnection queue during the reporting quarter before completion of any interconnection studies or execution of any interconnection study agreements,

(C) Number of Interconnection Requests withdrawn from TVA's interconnection queue during the reporting quarter before completion of an Interconnection System Impact Study,

(D) Number of Interconnection Requests withdrawn from TVA's interconnection queue during the reporting quarter before completion of an Interconnection Facilities Study,

(E) Number of Interconnection Requests withdrawn from TVA's interconnection queue after execution of a generator interconnection agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement,

(F) Mean time (in days), for all withdrawn Interconnection Requests, from the date when the request was determined to be valid to when TVA received the request to withdraw from the queue.

3.4.3

TVA is required to post on OASIS or its website the measures in paragraph 3.4.2.1(A) through paragraph 3.4.2.4(F) for each calendar quarter within 30 days of the end of the calendar quarter. TVA will keep the quarterly measures posted on OASIS or its website for three calendar years with the first required report to be in the first quarter of 2020. If TVA retains this information on its website, a link to the information must be provided on TVA's OASIS site.

3.5 Coordination with Affected Systems.

TVA shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results in its

applicable Interconnection Study within the time frame specified in this LGIP. TVA shall include such Affected System Operators, as appropriate, in meetings held with the Interconnection Customer as required by this LGIP. The Interconnection Customer shall cooperate with TVA in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Transmission Provider that may be an Affected System shall be asked to cooperate with TVA in all matters related to the conduct of studies and the determination of modifications to Affected Systems. It is the responsibility of the Affected System Operator to provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to (i) complete any interconnection studies and (ii) construct any necessary interconnection facilities and network upgrades needed to reliably interconnect at the requested service level.

3.6 Withdrawal.

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to TVA. In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), TVA shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, the Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify TVA of its intent to pursue Dispute Resolution.

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

TVA shall (i) update the OASIS Queue Position posting, (ii) impose the Withdrawal Penalty described in this Section and calculated

under the methodology in Section 3.6.1.1, (iii) refund any security after settling the final invoice as described in Section 3.8.2 and, (iv) refund to the Interconnection Customer any of the refundable portion of the Interconnection Customer's deposit or study payments that exceed the costs that TVA has incurred. In the event of such withdrawal, TVA, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's request, all information that TVA developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

3.6.1 Withdrawal Penalty.

After execution of the Interconnection Facilities Study Agreement, an Interconnection Customer shall be subject to a Withdrawal Penalty if it withdraws its Interconnection Request from the queue or the Generating Facility does not otherwise reach Commercial Operation unless TVA determines consistent with Good Utility Practice that: (1) the withdrawal does not negatively affect the timing or cost of equal or lower queued projects; (2) the withdrawal occurred after receiving the individual Interconnection Facilities Study report and the cost responsibility for the Interconnection Customer identified in the Interconnection Facilities Study report increases by more than one hundred percent (100%) compared to the costs identified in the most recent Interconnection System Impact Study Report; (3) the term sheet/binding contract is dissolved at no fault of the Interconnection Customer; or (4) the load serving entity returns bid security for the Generating Facility that was previously selected in a Resource Plan or Resource Solicitation Process

3.6.1. 1 Calculation of Withdrawal Penalty.

If the Interconnection Customer provided a demonstration(s) of readiness as described in Section 3.8.1, that Interconnection Customer's Withdrawal Penalty shall be equal to \$250,000 after the execution of the Interconnection Facilities Study Agreement, \$250,000 after the execution of the Engineering and Procurement Agreement, and \$1,000,000 after the execution of the Interconnection Agreement.

If the Interconnection Customer did not provide a demonstration(s) of readiness as described in Section

3.8.1, that Interconnection Customer's Withdrawal Penalty shall be equal to \$500,000 after the execution of the Interconnection Facilities Study Agreement and \$1,000,000 after the execution of the Engineering and Procurement Agreement.

3.6.1.2 Distribution of Withdrawal Penalty.

Any Withdrawal Penalty revenues shall be used to fund generation interconnection studies and Network Upgrades. Withdrawal Penalty revenues shall be first applied, in the form of a bill credit, to not-yet-invoiced study costs for other Interconnection Customers impacted by the queue withdrawal, and to the extent that such studies are fully credited, shall be applied to offset Network Upgrades in order of Queue Position. Withdrawing Interconnection Customers shall not receive a bill credit associated with Withdrawal Penalties. Distribution of Withdrawal Penalty revenues to a specific Interconnection Customer shall not exceed the actual total study or Network Upgrade costs. The Withdrawal Penalty revenue distribution to each Interconnection Customer shall be applied on a pro-rata basis based on the requested megawatts at the time of distribution.

3.7 Identification of Contingent Facilities.

TVA's method for identifying the Contingent Facilities to be provided to Interconnection Customer at the conclusion of the System Impact Study and included in Interconnection Customer's Interconnection Agreement is set forth below. The method permits the parties to determine why a specific Contingent Facility was identified and how it relates to the Interconnection Request. TVA shall also provide, upon request of the Interconnection Customer, the estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time of each identified Contingent Facility when this information is readily available and not commercially sensitive.

Interconnection System Impact Study and Interconnection Facilities Study reports will list Contingent Facilities identified during the applicable Interconnection Study, including upgrades associated with prior-queued requests, an Affected System study, and future upgrades that are part of TVA's transmission expansion plan that are also needed to accommodate the proposed Generating Facility. An

Interconnection Customer may become responsible for Contingent Facilities (e.g., Section 12.2.2) if certain prior-queued Interconnection Requests are delayed, withdrawn, or terminated. An Interconnection Customer may become responsible for Contingent Facilities (e.g., Section 12.2.3) if advancement of a Contingent Facility is needed to maintain the requested In-Service Date.

Contingent Facilities will be identified in the Interconnection Study system protection evaluation, short circuit evaluation, and power flow evaluation. The Interconnection Study system protection evaluation will classify as Contingent Facilities any System Protection Facilities identified in an Interconnection Study for a prior-queued Interconnection Request which are also needed to accommodate the proposed Generating Facility being evaluated. The Interconnection Study short circuit evaluation will classify as Contingent Facilities any circuit breakers or substation equipment identified in an Interconnection Study for a prior-queued Interconnection Request as being above 95% (or 90% for breakers older than 40 years) of the fault current rating of the device which is further increased by 5% or more as a result of the addition of the proposed Generating Facility being evaluated. The Interconnection Study power flow evaluation will classify as Contingent Facilities any transmission facilities identified in an Interconnection Study for a prior-queued Interconnection Request as increased by 3% or more as a result of the proposed Generating Facility. Additionally, the Interconnection Study power flow evaluation will classify as Contingent Facilities any system improvements that are currently in TVA's transmission expansion plan and that without such improvements in place, the proposed Generating Facility being evaluated causes an incremental, negative impact of a 3% or more increase on the loading under contingency (e.g., N-1, N-1-1) and a loading of more than 100% of given facility's thermal rating.

3.8 Readiness Milestones.

Satisfaction of the requirements of Readiness Milestones are required to demonstrate the readiness of the Interconnection Customer to develop the Generating Facility. This requirement begins at execution of the Interconnection Facilities Study Agreement and is verified at execution of the Engineering & Procurement Agreement and Interconnection Agreement. An Interconnection Customer who does not satisfy the requirements or provide additional security in lieu thereof is subject to removal from the queue and payment of a Withdrawal Penalty pursuant to Section 3.6.1.1 and Section 3.8.2.

3.8.1 Readiness Milestone.

An Interconnection Customer shall demonstrate readiness by satisfying one of the four options below and providing security as described in Section 3.8.2. Readiness may also be satisfied by providing additional security in lieu of as described in Section 3.8.2.

- a) Executed term sheet (or comparable evidence) related to the contract for sale of (i) the constructed Generating Facility to a load-serving entity or to a commercial, industrial, or other large end-use customer, (ii) the Generating Facility's energy where the term of sale is not less than five (5) years, or (iii) the Generating Facility's ancillary services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years.
- b) Executed contract binding upon the parties for the sale of (i) the constructed Generating Facility to a load-serving entity or to a commercial, industrial, or other large end-use customer, (ii) the Generating Facility's energy where the term of sale is not less than five (5) years, or (iii) the Generating Facility's ancillary services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years.
- c) Reasonable evidence (i.e., bid security held by a load serving entity) that the Generating Facility has been selected in a Resource Plan or Resource Solicitation Process by or for a load-serving entity, is being developed by a load-serving entity, or is being developed for purposes of a sale to a commercial, industrial, or other large end-use customer.
- d) Submission of a site-specific purchase order for generating equipment specific to the Queue Position, or a statement signed by an officer or authorized agent of the Interconnection Customer attesting that the Generating Facility included is to be supplied with turbines (or equivalent major electric generating components) with a manufacturer's blanket purchase agreement to which Interconnection Customer is a party. This blanket purchase agreement shall be provided to Transmission Provider.

3.8.2 Security Requirements.

The security amount is dependent on whether the Interconnection Customer provided a Readiness Milestone and the study phase the Interconnection Customer is entering. All security shall be in the form of a cash deposit or an irrevocable letter of credit in a form acceptable to TVA. If cash is provided as security, it shall accrue interest based on TVA's short-term cost of borrowing. The security is refunded to the Interconnection Customer upon withdrawal under Section 3.6, LGIA termination, or Commercial Operation after any final invoice is settled. Security may be drawn upon if costs under this LGIP including the LGIA remain unpaid as per this LGIP and the LGIA.

Readiness Milestone security must be provided as follows:

If the Interconnection Customer provided a demonstration(s) of readiness as described in Section 3.8.1, the Interconnection Customer shall provide \$250,000 concurrent with execution of the Interconnection Facilities Study Agreement, \$0 concurrent with execution of the Engineering and Procurement Agreement, and an additional \$750,000 concurrent with execution of the Interconnection Agreement.

If the Interconnection Customer did not provide a demonstration(s) of readiness as described in Section 3.8.1, the Interconnection Customer shall provide \$500,000 concurrent with execution of the Interconnection Facilities Study Agreement and an additional \$500,000 concurrent with execution of the Engineering and Procurement Agreement. Interconnection Customer must provide a demonstration(s) of readiness in order to execute an Interconnection Agreement.

Section 4. Queue Position.

4.1 General.

TVA shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required

information on the application form, and the Interconnection Customer provides such information in accordance with Section 3.3.3, then TVA shall assign the Interconnection Customer a Queue Position based on the date and time the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3.

The Queue Position of each Interconnection Request shall be used to determine the order of performing the Interconnection Studies and determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued.

4.2 Clustering.

At TVA's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

Clustering shall be implemented on the basis of Queue Position. If TVA elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together. The deadline for completing all Interconnection System Impact Studies for which an Interconnection System Impact Study Agreement has been executed during a Queue Cluster Window shall be in accordance with Section 7.4 for all Interconnection Requests assigned to the same Queue Cluster Window. TVA may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Large Generating Facility.

Clustering Interconnection System Impact Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time of each study.

The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on TVA's OASIS beginning at least one hundred and eighty (180) Calendar Days in advance of

the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.

4.3 Transferability of Queue Position.

Upon notification and receipt of appropriate documentation to TVA, an Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change.

4.4 Modifications.

The Interconnection Customer shall submit to TVA, in writing, modifications to any information provided in the Interconnection Request. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2 or 4.4.5, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either the Interconnection Customer or TVA may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to TVA and Interconnection Customer, such acceptance not to be unreasonably withheld, TVA shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.4, Section 7.6, and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to TVA, modifications permitted under this Section shall include specifically: (a) a decrease up to 60 percent of electrical output (MW) of the proposed project; through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying TVA approved injection-limiting equipment; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output shall go to the end of the queue for the purposes of cost allocation and study analysis.

- 4.4.2** Prior to the return of the executed Interconnection Facility Study Agreement to TVA, the modifications permitted under this Section shall include specifically: (a) an additional 15 percent decrease of electrical output of the proposed project through either (1) a decrease in plant size (MW) or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying TVA approved injection-limiting equipment; (b) Large Generating Facility technical parameters associated with modifications to Large Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer; and (c) a Permissible Technological Advancement for the Large Generating Facility after the submission of the Interconnection Request. Section 4.4.6 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.2 (c) is a Material Modification.
- 4.4.3** Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2, and 4.4.5, Interconnection Customer may first request that TVA evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, TVA shall evaluate the proposed modifications prior to making them and inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2, or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.
- 4.4.4** Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.4, TVA shall commence and perform any necessary additional studies as soon as practicable, but in no event shall TVA commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

- 4.4.5** Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Large Generating Facility to which the Interconnection Request relates are not material, unless affecting lower-queued projects, and should be handled through construction sequencing. The initial requested Commercial Operation Date used for this calculation is determined from the date proposed in the initial Interconnection Request. Such cumulative extensions are inclusive of extensions requested after execution by Interconnection Customer of the LGIA.
- 4.4.6** Technological Change Procedure. Prior to the execution of the Interconnection Facilities Study Agreement, Interconnection Customers may submit a technological advancement request so that TVA can evaluate whether the proposed technological advancement is a Permissible Technological Advancement. The technological advancement request shall include (1) revised steady-state modeling data for the Generating Facility, (2) a revised Generating Facility single-line diagram, (3) revised dynamic modeling data (as applicable), (4) any other information requested by TVA related to the proposed technological advancement and (5) a \$25,000 deposit for evaluation of the proposed technological advancement. Interconnection Customer shall compensate TVA for the actual cost to perform the evaluation. Upon receipt of a technological advancement request, TVA shall review the request and notify Interconnection Customer within five (5) Business Days of receipt of the request of any deficiencies with the request or any additional information needed to evaluate the technological advancement request. Interconnection Customer shall remedy any deficiencies or provide any additional requested information needed to constitute a complete and valid technological advancement request within (5) Business Days after receipt of such notice. If TVA is unable to determine if the proposed technological advancement is a Permissible Technological Advancement due to the Interconnection Customer not remedying all deficiencies or providing requested information, the proposed technological advancement will not be considered a Permissible Technological Advancement.

Within thirty (30) Calendar Days of receipt of a completed technological advancement request, TVA will assess the technological advancement request and notify Interconnection Customer whether the proposed technological advancement is a Permissible Technological Advancement. In determining

whether a proposed technological advancement is a Permissible Technological Advancement, TVA shall represent the new equipment in the Interconnection Study models and evaluate whether the proposed technological advancement has a material impact on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response.

If TVA determines that the proposed technological advancement is a Permissible Technological Advancement, the technological advancement will be incorporated into the current Interconnection Request, and the Interconnection Study reports may be updated if appropriate. If TVA determines that the proposed technological advancement is not a Permissible Technological Advancement, TVA shall provide a written explanation to the Interconnection Customer regarding why the proposed technological advancement is not a Permissible Technological Advancement. In such cases, Interconnection Customer can choose to withdraw the proposed technological advancement and maintain its queue position or withdraw the Interconnection Request and resubmit the proposed technological advancement with a new queue position. Unless Interconnection Customer withdraws the Interconnection Request, TVA will complete any current Interconnection Request without including any proposed technological advancement not considered a Permissible Technological Advancement. Interconnection Customer may submit a proposed technological advancement not considered a Permissible Technological Advancement in accordance with Section 4.4

Section 5. Procedures for Interconnection Requests Submitted Prior to Effective Date of Standard Large Generator Interconnection Procedures.

5.1 Queue Position for Pending Requests.

5.1.1 Assigned Prior to Effective Date

Any Interconnection Customer assigned a Queue Position prior to the effective date of this LGIP shall retain that Queue Position.

5.1.1.1 If an Interconnection Study Agreement has not been executed as of the effective date of this LGIP, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in

accordance with this LGIP.

5.1.1.2 If an Interconnection Study Agreement has been executed prior to the effective date of this LGIP, such Interconnection Study shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which an Interconnection Customer has not signed an Interconnection Study Agreement prior to the effective date of the LGIP, the Interconnection Customer shall proceed with the completion of the necessary Interconnection Studies (for which it does not have a signed Interconnection Studies Agreement) in accordance with this LGIP.

5.1.1.3 If an IA has been executed before the effective date of the LGIP, then the IA would be grandfathered.

5.1.2 Transition Period.

To the extent necessary, TVA and Interconnection Customers with an outstanding request (i.e., an Interconnection Request for which an IA has not been executed as of the effective date of this LGIP) shall transition to this LGIP within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term "outstanding request" herein shall mean any Interconnection Request, on the effective date of the LGIP: (i) that has been submitted but not yet accepted by TVA; (ii) where the related interconnection agreement has not yet been executed, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding request as of the effective date of this LGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by TVA to the extent consistent with the intent and process provided for under this LGIP.

5.2 New Transmission Provider.

If TVA transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, TVA shall transfer to the successor Transmission Provider any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net

amount and the deposit or payment required by this LGIP shall be paid by or refunded to the Interconnection Customer, as appropriate. TVA shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that TVA has begun but has not completed. If TVA has tendered a draft IA to the Interconnection Customer but the Interconnection Customer has not executed the IA, unless otherwise provided, the Interconnection Customer may elect to complete negotiations with the successor to TVA.

Section 6. Interconnection Feasibility Study.

6.1 Interconnection Feasibility Study Agreement.

Simultaneously with the acknowledgement of a valid Interconnection Request TVA shall provide to Interconnection Customer the optional Interconnection Feasibility Study Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall specify for inclusion in the attachment to the Interconnection Feasibility Study Agreement the Point of Interconnection and any reasonable alternative Point of Interconnection. Within five (5) Business Days following TVA's receipt of such designation, TVA shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement signed by TVA, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The Interconnection Customer shall execute and deliver to TVA the Interconnection Feasibility Study Agreement along with the applicable Upfront Payment specified in the Interconnection Feasibility Study Agreement no later than thirty (30) Calendar Days after its receipt.

On or before the return of the executed Interconnection Feasibility Study Agreement to TVA, the Interconnection Customer shall provide the technical data called for in Appendix 1, Attachment A.

If the Interconnection Feasibility Study uncovers any materially adverse result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either Interconnection Customer or TVA, and acceptable to the other, such acceptance not to be unreasonably withheld, shall be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and Re-studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if TVA and Interconnection Customer cannot agree on the substituted Point of

Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.2.4, shall be the substitute.

If Interconnection Customer and TVA agree to forgo the Interconnection Feasibility Study, TVA shall initiate an Interconnection System Impact Study under Section 7 of this LGIP and apply the \$25,000 deposit towards the Interconnection System Impact Study.

6.2 Scope of Interconnection Feasibility Study.

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Transmission System.

The Interconnection Feasibility Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but have executed an IA. The Interconnection Feasibility Study shall consist of a power flow and short circuit analysis. The Interconnection Feasibility Study shall provide a list of facilities and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

6.3 Interconnection Feasibility Study Procedures.

TVA shall utilize existing studies to the extent practicable when it performs the study. TVA shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after TVA receives the fully executed Interconnection Feasibility Study Agreement. At the request of the Interconnection Customer or at any time TVA determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, TVA shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If TVA is unable to complete the Interconnection Feasibility Study within that time period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, TVA shall provide the Interconnection Customer supporting documentation, work papers, and relevant power flow and short circuit databases for the Interconnection Feasibility Study, subject to confidentiality

arrangements consistent with Section 13.1.

TVA shall study the Interconnection Request at the level of service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility due to safety or reliability concerns.

6.3.1 Meeting with TVA.

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to Interconnection Customer or at an otherwise mutually agreeable date, TVA and Interconnection Customer shall meet to discuss the results of the Interconnection Feasibility Study.

6.4 Re-Study.

If Re-Study of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 6.1 TVA shall notify Interconnection Customer in writing. TVA shall use Reasonable Efforts to complete such Re-Study no later than forty-five (45) Calendar Days from the date of the notice. Any cost of Re-Study shall be borne by the Interconnection Customer being re-studied.

Section 7. Interconnection System Impact Study.

7.1 Interconnection System Impact Study Agreement.

Unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.3.4, simultaneously with the delivery of the Interconnection Feasibility Study to the Interconnection Customer, TVA shall provide to the Interconnection Customer an Interconnection System Impact Study Agreement in the form of Appendix 3 to this LGIP. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate TVA for the actual cost of the Interconnection System Impact Study. Within three (3) Business Days following the Interconnection Feasibility Study results meeting, TVA shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study.

7.2 Execution of Interconnection System Impact Study Agreement.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to TVA no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and the applicable Upfront Payment specified in the

Interconnection System Impact Study Agreement.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, TVA shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or Upfront Payment.

If the Interconnection System Impact Study uncovers any materially adverse result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Interconnection Customer or TVA, and acceptable to the other, such acceptance not to be unreasonably withheld, shall be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if TVA and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

7.3 Scope of Interconnection System Impact Study.

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Interconnection System Impact Study shall consider the Base Case as well as all Generating Facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but have executed an IA.

The Interconnection System Impact Study shall consist of short circuit analysis, stability analysis, and power flow analysis. The Interconnection System Impact Study shall state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested

interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. The Interconnection System Impact Study shall provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

7.4 Interconnection System Impact Study Procedures.

TVA shall coordinate the Interconnection System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.5 above. TVA shall utilize existing studies to the extent practicable when it performs the study. TVA shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the Interconnection System Impact Study Agreement or notification to proceed, study payment, and technical data. If TVA uses Clustering, TVA shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within ninety (90) Calendar Days after the close of the Queue Cluster Window.

At the request of the Interconnection Customer or at any time TVA determines that it will not meet the required time frame for completing the Interconnection System Impact Study, TVA shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If TVA is unable to complete the Interconnection System Impact Study within the time period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, TVA shall provide the Interconnection Customer all supporting documentation, workpapers, and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 13.1.

7.5 Meeting with TVA.

Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer or at an otherwise mutually agreeable date, TVA and Interconnection Customer shall meet to discuss the results of the Interconnection

System Impact Study.

7.6 Re-Study.

If Re-Study of the Interconnection System Impact Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 7.2 TVA shall notify Interconnection Customer in writing. TVA shall use Reasonable Efforts to complete such Re-Study no later than sixty (60) Calendar Days from the date of the notice. Any cost of Re-Study shall be borne by the Interconnection Customer being re-studied.

Section 8. Interconnection Facilities Study.

8.1 Interconnection Facilities Study Agreement.

Simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer, TVA shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP. The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate TVA for the actual cost of the Interconnection Facilities Study. Within three (3) Business Days following the Interconnection System Impact Study results meeting, TVA shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to TVA within thirty (30) Calendar Days of the date of the accompanying transmittal letter, together with the required technical data, the applicable Upfront Payment specified in the Interconnection Facilities Study Agreement, Readiness Milestone as described in Section 3.8.1, and security as described in Section 3.8.2.

8.1.1 TVA shall invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study beginning with the first month in which total actual costs, including applicable overheads, incurred by TVA in performing the Interconnection Facilities Study exceed the Upfront Payment. Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. TVA shall continue to hold the amounts on deposit until settlement of the final invoice.

8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

8.3 Optional Modified Interconnection Study Process.

Under the Optional Modified Interconnection Study Process, the Interconnection Customer may elect for TVA to accelerate the Interconnection Studies for TVA's Interconnection Facilities (i.e., direct assignment facilities) and any known Network Upgrades. In such case, TVA will provide the Interconnection Customer with a summary of TVA Interconnection Facilities and any known Network Upgrades that must be installed in order to establish the Point of Interconnection. These facilities will be evaluated through the Interconnection Facilities Study process while TVA initiates the Interconnection System Impact Study to evaluate the impact of the proposed interconnection on the reliability of the TVA transmission system.

The Optional Modified Interconnection Study Process shall not cause the project to be considered in the "Facilities Study" phase of the study process until such time that the Interconnection System Impact Study is completed and it is confirmed that no further Interconnection Facilities or Network Upgrades are required for the proposed interconnection.

Upon completion of the Optional Modified Interconnection Study Process, TVA will provide a report to the Interconnection Customer summarizing the estimated cost of the identified Interconnection Facilities and an estimate of the time required to complete the construction and installation of those facilities. The Interconnection Customer shall in accordance with Section 9, execute an E&P Agreement to authorize TVA to begin engineering, procurement, and

construction of items associated with the Interconnection Facilities identified.

In electing the Optional Modified Interconnection Study Process, the Interconnection Customer recognizes that this summary of facilities may be incomplete and that additional Interconnection Facilities may be identified in the Interconnection System Impact Study. The Interconnection Customer also recognizes that a duplication of TVA work activities may result from the Optional Modified Interconnection Study Process. In that regard, the Interconnection Customer assumes all risks and costs, including responsibility for all additional costs incurred by TVA, associated with its exercise of the Optional Modified Interconnection Study Process.

The modified interconnection study process applies only to the Interconnection System Impact Study process and is not available in conjunction with the optional Interconnection Feasibility Study process.

8.4 Interconnection Facilities Study Procedures.

TVA shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.5 above. TVA shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. TVA shall endeavor to complete the Interconnection Facilities Study by the estimated date stated in the Interconnection Facilities Study Agreement. TVA shall use the same due diligence in completing the Interconnection Facilities Study for any other Interconnection Customer that it uses when conducting studies for TVA facilities.

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

The Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to TVA, which TVA shall include in the final report. TVA shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or

promptly upon receiving Interconnection Customer's statement that it will not provide comments. TVA may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require TVA to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, TVA shall provide the Interconnection Customer supporting documentation, work papers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1.

8.5 Meeting with TVA.

At the Interconnection Customer's request, within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer or at an otherwise mutually agreeable date, TVA and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study. Interconnection Customer shall tender comments on the draft Interconnection Facilities Study report within thirty (30) Calendar Days after receipt of the report.

8.6 Re-Study.

If Re-Study of the Interconnection Facilities Study is required due to a higher queued project dropping out of the queue or a modification of a higher queued project pursuant to Section 4.4, TVA shall so notify Interconnection Customer in writing. TVA shall use the same due diligence in completing the Re-Study for any other Interconnection Customer that it uses when conducting studies for TVA facilities. Any cost of Re-Study shall be borne by the Interconnection Customer being re-studied.

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

Prior to executing an IA, an Interconnection Customer shall, in order to advance the implementation of its interconnection, execute an E&P Agreement that authorizes TVA to begin engineering, procurement of long lead-time items, and construction of facilities necessary for the establishment of the interconnection. The Interconnection Customer shall execute the Engineering & Procurement Agreement and deliver the executed Engineering & Procurement Agreement to TVA within thirty (30) Calendar Days of the date it was tendered in executable format to the Interconnection Customer. The Interconnection Customer must also include the applicable Upfront Payment specified in the Engineering & Procurement Agreement, Readiness Milestone as described in Section 3.8.1, and security as described in Section 3.8.2.

TVA shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is a mandatory procedure, and it shall not alter the Interconnection Customer's Queue Position or In-Service Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or either Party terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs and the applicable Withdrawal Penalty as described in Section 3.6.1.1. To the extent that the equipment cannot be reasonably canceled, TVA may elect: (i) to take title to the equipment, in which event TVA shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

Section 10. Optional Interconnection Study.

10.1 Optional Interconnection Study Agreement.

On or after the date when the Interconnection Customer receives Interconnection System Impact Study results, the Interconnection Customer may request, and TVA shall perform a reasonable number of Optional Studies. The request shall describe the assumptions that the Interconnection Customer wishes TVA to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, TVA shall provide to the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify

Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) TVA's estimate of the cost of the Optional Interconnection Study. To the extent known by TVA, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, TVA shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data, and the applicable Upfront Payment specified in the Optional Interconnection Study Agreement to TVA.

10.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study shall consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study shall also identify TVA's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, which may be required to provide Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. TVA shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the Interconnection being studied. TVA shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

10.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to TVA within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. TVA shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If TVA is unable to complete the Optional Interconnection Study within such time period, it shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to TVA or refunded to the Interconnection Customer, as appropriate. Upon

request, TVA shall provide the Interconnection Customer supporting documentation and work papers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

Section 11. Interconnection Agreement (IA).

11.1 Tender.

Within thirty (30) Calendar Days after execution of the Engineering & Procurement Agreement, TVA shall tender a draft IA, together with draft appendices (or exhibits) completed to the extent practicable. Interconnection Customer shall execute and return the completed draft appendices (or exhibits) within thirty (30) Calendar Days.

11.2 Negotiation.

Notwithstanding Section 11.1, at the request of the Interconnection Customer TVA shall begin negotiations with the Interconnection Customer concerning the appendices (or exhibits) to the IA at any time after the Interconnection Customer executes the Interconnection Facilities Study Agreement. TVA and the Interconnection Customer shall negotiate concerning any disputed provisions of the appendices (or exhibits) to the draft IA for not more than sixty (60) Calendar Days after tender of the executed Engineering & Procurement Agreement. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft IA pursuant to Section 11.1 and initiate Dispute Resolution procedures pursuant to Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed the IA or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of draft IA, it shall be deemed to have withdrawn its Interconnection Request. TVA shall provide to the Interconnection Customer a final IA within fifteen (15) Business Days after the completion of the negotiation process.

11.3 Execution.

Within fifteen (15) Business Days after receipt of the final IA, the Interconnection Customer shall provide TVA: (A) (i) reasonable evidence of continued Site Control for the Generating Facility and required Interconnection Facilities, or (ii) posting of \$250,000, non-refundable additional security in lieu of Site Control, which shall be applied toward future construction costs, (B) evidence of Readiness

Milestone, (C) Readiness Milestone security as described in Section 3.8.2, and (D) any additional payments as referenced in the IA. If the Interconnection Customer reaches Commercial Operation, Readiness Milestone security shall be refunded to the Interconnection Customer. If the Interconnection Customer does not reach Commercial Operation and the Interconnection Agreement is terminated, upon payment of any final invoice, including any Withdrawal Penalty, any unused Readiness Milestone security shall be refunded to the Interconnection Customer. At the same time, within fifteen (15) Business Days after receipt of the final LGIA, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, at the Interconnection Customer's election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract (or comparable evidence) for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit.

The Interconnection Customer shall execute IA and return an electronic copy to TVA.

11.4 Commencement of Interconnection Activities.

If the Interconnection Customer executes the final IA, TVA and the Interconnection Customer shall perform their respective obligations in accordance with the terms of the IA.

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

12.1 Schedule.

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

12.2 Construction Sequencing.

12.2.1 General

In general, the In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System shall determine the sequence of construction of Network Upgrades.

12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer

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

The entity with the original contractual obligation to construct such Network Upgrades shall be obligated to pay the costs of the Network Upgrades as originally scheduled, less the costs of expediting. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. TVA shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer.

12.2.3 Advancing Construction of Network Upgrades that Are Part of an Expansion Plan of TVA

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

12.2.4 Amended Interconnection System Impact Study

An Interconnection System Impact Study shall be amended to determine the facilities necessary to support the requested In-Service Date. This amended study shall include those transmission and Large Generating Facilities that are expected to be in service on or before the requested In-Service Date.

Section 13. Miscellaneous.

13.1 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 an IA.

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 Section warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 Scope.

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the IA; or (6) is required, in accordance with §13.1.6 of the LGIP, to be disclosed by any

Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the IA. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

13.1.2 Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to employees and consultants of the parties working on the Interconnection Request, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, and only if such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party having received Confidential Information that provides the information to any other person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights.

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

13.1.4 No Warranties.

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

13.1.5 Standard of Care.

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized

disclosure, publication, or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure.

If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the IA. 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 shall use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies.

Monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Section 13.1. Accordingly, the non-Breaching Party shall be entitled to equitable relief, by way of injunction or otherwise, if the other Party Breaches or threatens to Breach its confidentiality obligations, which equitable relief shall be granted without bond or proof of damages, and the Breaching 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 confidentiality obligations, but shall be in addition to all other remedies available at law or in equity. 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 direct, indirect, incidental, consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1 other than the recovery of all gains wrongfully acquired from unauthorized disclosure of any Confidential Information.

13.1.8 Required Disclosures.

Any information that a Party claims is Confidential Information shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a sub- regional, 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 shall promptly notify the other Party in writing and shall assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

13.1.9 Return of Information.

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

13.1.10 FOIA.

In response to any Freedom of Information Act (FOIA) request for information received from or relating to the Interconnection Customer and designated by the Interconnection Customer as proprietary or confidential, TVA shall evaluate the requested information and determine the applicability of any FOIA exemptions. TVA shall consult with and seek the views of the Interconnection Customer regarding the application of FOIA exemptions to information submitted by the Interconnection Customer, including, but not limited to 5 U.S.C. § 552(b)(4). Pursuant to its responsibilities under the FOIA, TVA must make the final determination on whether the requested information is

legally exempt from disclosure under FOIA and shall notify the Interconnection Customer accordingly in advance of release of any of the information.

13.2 Delegation of Responsibility.

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

13.3 Obligation for Study Costs.

TVA shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study Upfront Payment and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. TVA shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies.

If (i) at the time of the execution of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to Sections 6.3, 7.4, or 8.3 that TVA will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4, or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may request that TVA utilize a third party consultant reasonably acceptable to Interconnection Customer and TVA to perform such Interconnection Study under the direction of TVA. At other times, TVA may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with the IA and limited to situations where TVA determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with TVA's progress on Interconnection Studies for other pending Interconnection Requests. In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer and TVA shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. TVA shall convey all work papers, data bases, study results, and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such third party contract shall be entered into with TVA. In the case of (iii), the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this LGIP, the IA, and the TVA Transmission Service Guidelines procedures and protocols as would apply if TVA were to conduct the Interconnection Study. Such third party consultant shall use the information provided to it solely for purposes of performing such services and for no other purposes. TVA shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission.

To the extent that an Interconnection Customer raises any Dispute, as that term is defined below, regarding any pending Interconnection Request, the Parties shall use their best efforts to resolve such matters informally at the lowest possible levels of management. Such matters not resolved at the working level within a sixty (60) day period shall be referred to higher levels of management of both the Interconnection Customer and TVA for resolution, if possible. The Parties further shall develop and use consensual alternative dispute resolution processes, such as mediation and facilitation, whenever necessary and appropriate.

For purposes of this Section 13.5.1, the term Dispute shall mean factual issues associated with the Interconnection Request or the project. The term Dispute does not include

issues associated with the applicability or interpretation of the terms and conditions of the LGIP, or the application and implementation of the timelines and schedules set forth in the LGIP. Invocation of Dispute Resolution does not toll, delay, or modify any timelines or schedules, or relieve the Interconnection Party of any obligations under the LGIP, including but not limited to, making payments pursuant to agreed-upon payment schedules, meeting applicable milestones, or satisfying any prerequisites under the LGIP. The failure by the Interconnection Customer to adhere to these requirements shall be deemed a withdrawal of the Interconnection Request.

13.5.2 Arbitration Procedures.

Disputes related to the IA shall be handled in accordance with the terms of an executed IA.

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APPENDIX 1 to LGIP

INTERCONNECTION REQUEST FOR A LARGE GENERATING FACILITY

Appendix 1 is located on TVA's OASIS site under Generator Interconnection/LGIP Appendices.

APPENDIX 2 to LGIP

INTERCONNECTION FEASIBILITY STUDY AGREEMENT

Appendix 2 is located on TVA's OASIS site under Generator Interconnection/LGIP Appendices.

APPENDIX 3 to LGIP

INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

Appendix 3 is located on TVA's OASIS site under Generator Interconnection/LGIP Appendices.

APPENDIX 4 to LGIP

INTERCONNECTION FACILITIES STUDY AGREEMENT

Appendix 4 is located on TVA's OASIS site under Generator Interconnection/LGIP Appendices.

APPENDIX 5 to LGIP

OPTIONAL INTERCONNECTION STUDY AGREEMENT

Appendix 5 is located on TVA's OASIS site under Generator Interconnection/LGIP Appendices.

APPENDIX 6 to LGIP

INTERCONNECTION AGREEMENT

Appendix 6 is located on TVA's OASIS site under Generator Interconnection/LGIP Appendices.