SA 3101 SUMMIT LAKE WIND-ATC GIA VERSION 32.0.0

EFFECTIVE 02/21/2018

SUBSTITUTE ORIGINAL SERVICE AGREEMENT NO. 3101

PUBLIC VERSION

Project J711

GENERATOR INTERCONNECTION AGREEMENT

entered into by the

Midcontinent Independent System Operator, Inc.,

Summit Lake Wind, LLC,

And

American Transmission Company LLC

GENERATOR INTERCONNECTION AGREEMENT (GIA)

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA") is made and entered into this 21st day of February 2018, by and between **Summit Lake Wind, LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Generating Facility), and **American Transmission Company LLC**, a Wisconsin LLC, by ATC Management Inc., a corporation organized and existing under the laws of the State of Wisconsin ("Transmission Owner"), and the **Midcontinent Independent System Operator, Inc**., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider"). Interconnection Customer, Transmission Owner and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein, and is responsible for providing Transmission Service and Interconnection Service on the transmission facilities under its control; and

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

WHEREAS, Transmission Owner owns or operates the Transmission System, whose operations are subject to the functional control of Transmission Provider, to which Interconnection Customer desires to connect the Generating Facility, and may therefore be required to construct certain Interconnection Facilities and Network Upgrades, as set forth in this GIA; and

WHEREAS, Interconnection Customer, Transmission Owner and Transmission Provider have agreed to enter into this GIA, and where applicable subject to Appendix H for a provisional GIA, for the purpose of interconnecting the Generating Facility with the Transmission System;

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

ARTICLE 1. DEFINITIONS

When used in this GIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used. Those capitalized terms used in this GIA that are not otherwise defined in this GIA have the meaning set forth in the Tariff.

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 transmission or distribution system or the electric system associated with an existing generating facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Owner's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

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

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

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the 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 having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Council shall mean the Regional Entity of NERC applicable to the Local Balancing Authority of the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean Reliability Standards approved by the Federal Energy Regulatory Commission (FERC) under section 215 of the Federal Power Act, as applicable.

Base Case shall mean the base case power flow, short circuit, and stability databases used for the Interconnection Studies by Transmission Provider or Interconnection Customer.

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

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

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

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

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 (COD) of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this GIA.

Common Use Upgrade (CUU) shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, that is received by another Party.

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

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date Interconnection Customer satisfies all of the requirements of Section 7.2 to enter the Definitive Planning Phase.

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability Standards.

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

Distribution System shall mean the Transmission Owner's facilities and equipment, or the Distribution System of another party that is interconnected with the Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among Local Balancing Authorities and other entities owning distribution facilities interconnected to the Transmission System.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the delivery service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

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

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either Transmission Provider or Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Owner's Interconnection Facilities or the electric systems of others to which the 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 blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by this GIA to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an existing generating facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Net Zero Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

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

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

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

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, also known as Commission, or its successor.

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

Generating Facility shall mean Interconnection Customer's device(s) 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.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth herein.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth in Attachment X of the Tariff.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an existing generating facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

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, Transmission Provider, Transmission Owner, or any Affiliate thereof.

Group Study(ies) shall mean the process whereby more than one Interconnection Request is studied together, instead of serially, for the purpose of conducting one or more of the required Studies.

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.

HVDC Facilities shall mean the high voltage direct current transmission facilities, including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of the Tariff.

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

In-Service Date (ISD) shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner's Interconnection Facilities to obtain backfeed power.

Interconnection Customer shall mean any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System.

Interconnection Customer's Interconnection Facilities (ICIF) shall mean all facilities and equipment, as identified in Appendix A of this GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System or Distribution System, as applicable. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

Interconnection Facilities Study shall mean a study conducted by Transmission Provider, or its agent, for Interconnection Customer to determine a list of facilities (including Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and upgrades on Affected Systems, as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System.

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

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission System.

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the 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 this GIA and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the studies described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the form of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection procedures for conducting all studies required by the 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 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, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of NERC Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Loss shall mean any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing, by the indemnified party.

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 this GIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Monitoring and Consent Agreement shall mean an agreement that defines the terms and conditions applicable to a Generating Facility acquiring Net Zero Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Net Zero Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

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

Net Zero Interconnection Service shall mean a form of ER Interconnection Service that allows Interconnection Customer to alter the characteristics of an existing generating facility, with the consent of the existing generating facility, at the same POI such that the Interconnection Service limit remains the same.

Network Customer shall have that meaning as provided in the Tariff.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Tariff. 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 Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility to the Transmission System. Network Upgrade shall not include any HVDC Facility Upgrades.

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

Operating Horizon Study shall mean an Interconnection System Impact Study that includes in service transmission and generation for an identified timeframe to determine either the available injection capacity of an Interconnection Request or Interconnection Facilities and/or Transmission System changes required for the requested Interconnection Service**.**

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement.

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

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

Planning Horizon Study shall mean an Interconnection System Impact Study that includes a future year study to determine either the available injection capacity of an Interconnection Request or Interconnection Facilities and/or Transmission System changes required for the requested Interconnection Service.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a provisional GIA, that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

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

Reasonable Efforts shall have that meaning as provided in the Tariff.

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer, Transmission Owner, Affected System Operator(s) and Transmission Provider 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.

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s) and also benefits other Interconnection Customer(s) that are later identified as beneficiaries.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility and when applicable (i.e. when Interconnection Customer is providing the site for the TOIFs and Network Upgrades at the POI) the Interconnection Facilities, and; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or

grant Interconnection Customer the right to possess or occupy a site for such purpose. Such documentation must support a reasonable determination of 75% of the sufficient land area to support the size and type of Generating Facility proposed. If an Interconnection Customer cannot demonstrate Site Control for Interconnection Facilities as a result of regulatory requirements or obligations, the Interconnection Customer must demonstrate such regulatory requirements or obligations to the Transmission Provider and provide cash in-lieu of Site Control until the time that the regulatory requirements allow the Site Control requirement to be met.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3 of the GIP.

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and MVarh), or system configuration to maintain system stability, acceptable voltage, or power flows. An SPS does not include (a) underfrequency or undervoltage load shedding, (b) fault conditions that must be isolated, (c) out-of-step relaying not designed as an integral part of an SPS, or (d) Transmission Control Devices.

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

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

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

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically-switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this GIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide Transmission Service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

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.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

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

2.2 Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of 23 years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter on the anniversary of the Effective Date.

2.3 Termination Procedures. This GIA may be terminated as follows:

2.3.1 Written Notice. This GIA may be terminated by Interconnection Customer after giving Transmission Provider and Transmission Owner ninety (90) Calendar Days advance written notice or by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation for three (3) consecutive years following the Commercial Operation Date, or has ceased Commercial Operation for three (3) consecutive years, beginning with the last date of Commercial Operation for the Generating Facility, after giving Interconnection Customer ninety (90) Calendar Days advance written notice. Where only a portion of the Generating Facility fails to achieve Commercial Operation for three (3) consecutive years following the Commercial Operation Date, Transmission Provider may only terminate that portion of the GIA. The Generating Facility will not be deemed to have ceased Commercial Operation for purposes of this Article 2.3.1 if Interconnection Customer can document that it has taken other significant steps to maintain or restore operational readiness of the Generating Facility for the purpose of returning the Generating Facility to Commercial Operation as soon as possible.

2.3.1.1 Net Zero Interconnection Service. Where this GIA provides for Net Zero Interconnection Service and the Energy Displacement Agreement or the Monitoring and Consent Agreement required for Net Zero Interconnection Service are no longer in effect, Interconnection Customer shall immediately cease Commercial Operation of the Generating Facility and this GIA shall be deemed terminated.

2.3.2 Default. Any Party may terminate this GIA in accordance with Article 17.

2.3.3 Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, if required, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this GIA pursuant to Article 2.3 above, each Party shall pay all costs incurred for which that Party is responsible (including any cancellation costs relating to orders or contracts for Interconnection Facilities, applicable upgrades, and related equipment) or charges assessed by the other Parties, as of the date of the other Parties' receipt of such notice of termination, under this GIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, and if so determined and made a part of this GIA, upgrades on Affected Systems, that have not yet been constructed or installed, Transmission Owner shall to the extent possible and to the extent of Interconnection Customer's written notice under Article 2.3.1, cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Owner shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts.

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

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

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

materials, equipment, or facilities, and such other expenses actually incurred by Transmission Owner necessary to return the Transmission, Distribution or Generator System, as applicable, to safe and reliable operation.

2.5 Disconnection. Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission or Distribution System, as applicable. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

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

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. Transmission Provider shall file this GIA (and any amendment hereto) with the appropriate Governmental Authority, if required. A Party may request that any information so provided be subject to the confidentiality provisions of Article 22. If that Party has executed this GIA, or any amendment thereto, the Party shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

4.1 Interconnection Product Options. Interconnection Customer has selected the following (checked) type of Interconnection Service:

Check: _____ NZ or _X_ ER and/or _X_ NR (See Appendix A for details)

4.1.1 Energy Resource Interconnection Service (ER Interconnection Service).

4.1.1.1 The Product. ER Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive ER Interconnection Service, Transmission Owner shall construct facilities consistent with the studies identified in Appendix A.

An Interconnection Customer seeking ER Interconnection Service for new or added capacity at a Generating Facility may be granted conditional ER Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional ER Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as a higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional ER Interconnection Service shall be terminated in the event Interconnection Customer fails to fund the necessary studies and the Network Upgrades necessary to grant the Interconnection Customer's ER Interconnection Service upon the completion of higher queued projects involving the same common elements.

4.1.1.2 Transmission Delivery Service Implications. Under ER Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the Transmission System on an "as available" basis up to the amount of MW identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for ER Interconnection Service have been constructed. After that date FERC makes effective MISO's Energy Market Tariff filed in Docket No. ER04-691-000, Interconnection Customer may place a bid to sell into the market up to the maximum identified Generating Facility output, subject to any conditions specified in the Interconnection Service approval, and the Generating Facility will be dispatched to the extent the Interconnection Customer's bid clears. In all other instances, no transmission or other delivery service from the Generating Facility is assured, but Interconnection Customer may obtain Point-To-Point Transmission Service, Network Integration Transmission Service or be used for secondary network transmission service, pursuant to the Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of the Tariff. The Interconnection Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission or Distribution System as applicable, at such time as a Transmission Service request is made that would accommodate such delivery. The provision of Firm Point-To-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network or Distribution Upgrades.

4.1.2 Network Resource Interconnection Service (NR Interconnection Service).

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall construct the facilities identified in Appendix A of this GIA, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource.

4.1.2.2 Transmission Delivery Service Implications. NR Interconnection Service allows the Generating Facility to be designated by any Network Customer under the Tariff on the Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources that are interconnected to the Transmission or Distribution System, as applicable, and to be studied as a Network Resource on the assumption that such a designation will occur. Although NR Interconnection Service does not convey a reservation of Transmission Service, any Network Customer can utilize Network Integration Transmission Service under the Tariff to obtain delivery of energy from the Generating Facility in the same manner as it accesses Network Resources. A Generating Facility receiving NR Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if the Generating Facility has not been designated as a Network Resource by any Network Customer, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or Firm Point-To-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services.

NR Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on the Transmission System without incurring congestion costs. In the event of transmission or distribution constraints on the Transmission or Distribution System, as applicable, the Generating Facility shall be subject to the applicable congestion management procedures in the Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Generating Facility be designated as a Network Resource by a Network Customer or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining NR Interconnection Service, any future Transmission Service request for delivery from the Generating Facility within the Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility to customers other than the studied Network Customers, or for any Point-To-Point Transmission Service, such request may require additional studies and upgrades in order for Transmission Provider to grant such request. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility outside the Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.1.2.3 Conditional NR Interconnection Service. An Interconnection Customer seeking NR Interconnection Service for new or added capacity at a Generating Facility may be granted conditional NR Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional NR Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional NR Interconnection Service status may be converted to ER Interconnection Service if either of the following occurs:

1) Interconnection Customer fails to fund necessary studies and Network Upgrades required to allow the Interconnection Customer's Generating Facility to receive NR Interconnection

Service upon the completion of higher queued projects involving the same common elements; or

2) The higher queued project(s) or planned and required Network Upgrades are placed in service and the Network Upgrades required to provide NR Interconnection Service status to the Interconnection Customer's Generating Facility are not in service.

In the event Interconnection Customer fails to fund the necessary studies and Network Upgrades for NR Interconnection Service, the Interconnection Customer's conditional NR Interconnection Service status shall be converted to ER Interconnection Service status unless Interconnection Customer makes a new Interconnection Request. Such new Interconnection Request shall be evaluated in accordance with the GIP and its new queue position.

Some or all of the conditional NR Interconnection Service status may be temporarily revoked if the Network Upgrades are not in service when the higher queued project(s) are placed in service. The availability of conditional NR Interconnection Service status will be determined by Transmission Provider's studies. Upon funding and completion of the Network Upgrades required to establish the Generating Facility's NR Interconnection Service status, the Generating Facility will be granted NR Interconnection Service status.

The Parties agree that the portion of the Generating Facility classified as NR Interconnection Service is the first portion of the output of the combined output of all the units at the Generating Facility except in circumstances where Interconnection Customer otherwise elects this GIA, as amended, to allocate that portion to the output of specific unit(s) at the Generating Facility, the total of which will not exceed the output eligible for NR Interconnection Service as shown by the additional studies. To the extent Interconnection Customer desires to obtain NR Interconnection Service for any portion of the Generating Facility in addition to that supported by such additional studies, Interconnection Customer will be required to request such additional NR Interconnection Service through a separate Interconnection Request in accordance with the GIP.

4.1.3 Net Zero Interconnection Service (NZ Interconnection Service).

4.1.3.1 The Product. Net Zero Interconnection Service is restricted ER Interconnection Service that allows an Interconnection Customer to

increase the gross generating capability at the same Point of Interconnection of an existing generating facility without increasing the existing Interconnection Service limit at that Point of Interconnection.

4.1.3.2 Transmission Delivery Service Implications. Net Zero Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

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

4.3 Performance Standards. Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice. To the extent a Party is required or prevented or limited in taking any action by such regulations and standards, or if the obligations of any Party may become limited by a change in Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice after the execution of this GIA, that Party shall not be deemed to be in Breach of this GIA for its compliance therewith. The Party so limited shall notify the other Parties whereupon Transmission Provider shall amend this GIA in concurrence with the other Parties and submit the amendment to the Commission for approval.

4.4 No Transmission Delivery Service. The execution of this GIA does not constitute a request for, or the provision of, any transmission delivery service under the Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Interconnection Customer Provided Services. The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.4.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select: 1) the In-Service Date, Initial Synchronization Date, and Commercial Operation Date based on a reasonable construction schedule that will allow sufficient time for design, construction, equipment procurement, and permit acquisition of Transmission System equipment or right-of-way; and 2) either Standard Option or Alternate Option set forth below for completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades, as applicable, and set forth in Appendix A, and such dates and selected option shall be set forth in Appendix B. The dates and selected option shall be subject to the acceptance of Transmission Owner taking into account the type of construction to be employed and the regulatory requirements of Governmental Authority, and does not convey any right to deliver electricity to any specific customer or Point of

Delivery, including the need to obtain permits or other authorizations for construction of the Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, the Generating Facility and Stand-Alone Network Upgrades.

5.1.1 Standard Option. Transmission Owner shall design, procure, and construct the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, and Generator Upgrades using Reasonable Efforts to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the dates set forth in Appendix B, Milestones, subject to the receipt of all approvals required from Governmental Authorities and the receipt of all land rights necessary to commence construction of such facilities, and such other permits or authorizations as may be required. Transmission Provider or Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, Applicable Laws and Regulations and Good Utility Practice. In the event Transmission Owner reasonably expects that it will not be able to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the specified dates, Transmission Owner shall promptly provide written notice to Interconnection Customer and Transmission Provider and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

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

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

Transmission Owner and Interconnection Customer may adopt an incentive

payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

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

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

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades after receipt of all required approvals from Governmental Authorities necessary to commence construction,

(1) Interconnection Customer shall engineer, procure equipment, and construct the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications

provided in advance by Transmission Owner, or as required by any Governmental Authority;

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

(3) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall be entitled to review and approve the engineering design, equipment acceptance tests(including witnessing of acceptance tests), and the construction (including monitoring of construction) of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall have the right to reject any design, procurement, construction or acceptance test of any equipment that does not meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority;

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

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

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

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

(8) Interconnection Customer shall transfer control of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner;

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

(10) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall approve and accept for operation and maintenance the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2 only if the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority.

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

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

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

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of the

Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Transmission Owner's delay; (2) the Transmission Owner's failure to meet the specified dates is the result of the action or inaction of Transmission Provider, Interconnection Customer or any other earlier queued Interconnection Customer who has entered into an earlier GIA with Transmission Provider and/or a Transmission Owner or with an Affected System Operator, or any cause beyond Transmission Owner's reasonable control or reasonable ability to cure; (3) Interconnection Customer has assumed responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; (4) the delay is due to the inability of Transmission Owner to obtain all required approvals from Governmental Authorities in a timely manner for the construction of any element of the Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, or any other permit or authorization required, or any land rights or other private authorizations that may be required, and Transmission Owner has exercised Reasonable Efforts in procuring such approvals, permits, rights or authorizations; or (5) the Parties have otherwise agreed.

5.4 Power System Stabilizers. Interconnection Customer shall procure, install, maintain and operate power system stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider and Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed power system stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's power system stabilizers are removed from service or are not capable of automatic operation, Interconnection Customer shall immediately notify the Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to induction generators.

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

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement; and

5.5.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement. Transmission Owner shall commence construction of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, and Generator Upgrades

for which it is responsible as soon as practicable after the following additional conditions are satisfied:

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

5.6.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

5.7 Work Progress. Transmission Owner and Interconnection Customer will keep each other and Transmission Provider advised periodically as to the progress of their respective design, procurement and construction efforts. Either Transmission Owner or Interconnection Customer may, at any time, request a progress report from the other, with a copy to be provided to the other Parties. If, at any time, Interconnection Customer determines that the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider and Transmission Owner of such later date upon which the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades or Transmission Owner's System Protection Facilities will be required. Transmission Owner may delay the In-Service Date of its facilities accordingly.

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

5.9 Limited Operation. If any of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection Facilities, Distribution Upgrades or Generator Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades or Generator Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Transmission Provider and Transmission Owner shall permit Interconnection Customer to operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies; provided, however, such studies reveal that such operation may occur without detriment to the Transmission System as then configured and in accordance with the safety requirements of Transmission Owner and any Governmental Authority.

The maximum permissible output of the Generating Facility will be updated on a quarterly basis if the Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are not in service within six (6) months following the Commercial Operation Date of the Generating Facility as specified in Appendix B of this GIA. These quarterly studies will be performed using the same methodology set forth in Section 11.5 of the GIP. These quarterly updates will end when all Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are in service.

5.10 Interconnection Customer's Interconnection Facilities. Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A.

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

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

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Provider and Transmission Owner "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility

to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. Interconnection Customer shall provide Transmission Provider and Transmission Owner with Interconnection Customer's specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Owner's Interconnection Facilities Construction. The Transmission Owner's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Owner shall deliver to Transmission Provider (if requested) and Interconnection Customer the "as-built" drawings, information and documents for the Transmission Owner's Interconnection Facilities specified in Appendix C to this GIA.

Such drawings, information and documents shall be deemed Confidential Information.

Upon completion, the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall be under the control of Transmission Provider or its designated representative.

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

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

operate, maintain, test, inspect, replace or remove the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades upon such property.

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

5.15 Early Construction of Base Case Facilities. (Includes facilities required for all queued projects with interconnection agreements).Interconnection Customer may request Transmission Owner to construct, and Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades, Transmission Owner's System Protection Facilities or Distribution Upgrades required for Interconnection Customer to be interconnected to the Transmission or Distribution System, as applicable, which are included in the Base Case of the Interconnection Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer with a prior GIA, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Any such Network Upgrades, System Protection Facilities or Distribution Upgrades are included in the facilities to be constructed and as set forth in Appendix A to this GIA to the extent they are reasonably known.

5.16 Suspension.

5.16.1 Interconnection Customer's Right to Suspend for Force Majeure Event; Obligations. Provided that such suspension is permissible under the authorizations, permits or approvals granted for the construction of such Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, Interconnection Customer will not suspend unless a Force Majeure event occurs.

Interconnection Customer must provide written notice of its request for suspension to Transmission Provider and Transmission Owner, and provide a description of the Force Majeure event that is acceptable to Transmission Provider. Suspension will only apply to Interconnection Customer milestones and Interconnection Facilities described in the Appendices of this GIA. Prior to suspension, Interconnection Customer must also provide security acceptable to Transmission Owner, equivalent to the higher of $5 million or the total cost of all Network Upgrades, Transmission Owner's System Protection Facilities, and Distribution Upgrades listed in Appendix A of this GIA. Network Upgrades and Transmission Owner's Interconnection Facilities will be constructed on the schedule described in the Appendices of this GIA unless: (1) construction is

prevented by the order of a Governmental Authority; (2) the Network Upgrades are not needed by any other project; or (3) Transmission Owner or Transmission Provider determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3) security shall be released upon the determination that the Network Upgrades will no longer be constructed.

If suspension occurs, the Transmission or Distribution System, as applicable, shall be left in a safe and reliable condition in accordance with Good Utility Practice and the Transmission Provider's and Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider and Transmission Owner (i) have incurred pursuant to this GIA prior to the suspension and (ii) incur in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission or Distribution System, as applicable, during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider and Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider and Transmission Owner shall obtain Interconnection Customer's authorization to do so.

Transmission Provider and Transmission Owner shall each invoice Interconnection Customer for such costs pursuant to Article 12 and shall use Reasonable Efforts to minimize its costs. In the event Interconnection Customer suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16, and has not requested Transmission Owner to recommence the work required under this GIA on or before the expiration of three (3) years following commencement of such suspension, this GIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

5.16.2 Effect of Missed Interconnection Customer Milestones. If Interconnection Customer fails to provide notice of suspension pursuant to Article 5.16, and Interconnection Customer fails to fulfill or complete any Interconnection Customer Milestone provided in Appendix B ("Milestone"), this constitutes a Breach under this GIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, the Transmission Owners' Milestones may be revised, following consultation with Interconnection Customer, consistent with Reasonable Efforts, and in consideration of all relevant circumstances. Parties shall employ Reasonable Efforts to maintain their remaining respective Milestones.

5.16.3 Effect of Suspension; Parties Obligations. In the event that Interconnection Customer suspends work pursuant to this Article 5.16, no construction duration, timelines and schedules set forth in Appendix B shall be suspended during the

period of suspension unless ordered by a Governmental Authority, with such order being the Force Majeure event causing the suspension. Should Interconnection Customer request that work be recommenced, Transmission Owner shall be obligated to proceed with Reasonable Efforts and in consideration of all relevant circumstances including regional outage schedules, construction availability and material procurement in performing the work as described in Appendix A and Appendix B. Transmission Owner will provide Interconnection Customer with a revised schedule for the design, procurement, construction, installation and testing of the Transmission Owner's Interconnection Facilities and Network Upgrades. Upon any suspension by Interconnection Customer pursuant to Article 5.16, Interconnection Customer shall be responsible for only those costs specified in this Article 5.16.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Owner for the installation of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades and Generator Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws. To the extent that Transmission Owner is a limited liability company and not a corporation, and has elected to be taxed as a partnership, then the following shall apply: Transmission Owner represents, and the Parties acknowledge, that Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Interconnection Customer to Transmission Owner for Network Upgrades is to be treated as an upfront payment in accordance with Rev Proc 2005-35. It is anticipated by the parties that any amounts paid by Interconnection Customer to Transmission Owner for Network Upgrades will be reimbursed to Interconnection Customer in accordance with the terms of this GIA, provided Interconnection Customer fulfills its obligations under this GIA.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Owner for the Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS

Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Owner's request, Interconnection Customer shall provide Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above, with a copy to Transmission Provider. Transmission Owner represents and covenants that the cost of the Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Upon Transmission Owner. Notwithstanding Article 5.17.1 and to the extent permitted by law, Interconnection Customer shall protect, indemnify and hold harmless Transmission Owner from the cost consequences of any tax liability imposed against Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Owner.

Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Owner to report payments or property as income subject to taxation; provided, however, that Transmission Owner may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences or any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten-year testing period and the applicable statute of limitation, as it may be extended by Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Owner, in addition to the amount paid for the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Owner's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5 Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Owner under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS

regarding such request for a private letter ruling. Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Owner retains ownership of the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

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

Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be

calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Owner for the tax at issue in the contest.

5.17.8 Refund. In the event that (a) a private letter ruling is issued to Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not taxable to Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Owner are not subject to federal income tax, or (d) if Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Owner pursuant to this GIA, Transmission Owner shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Transmission Owner for such taxes which Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in 18 C.F.R. Section 35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Owner refunds such payment to Interconnection Customer, and

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

The intent of this provision is to leave both parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection

Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Owner under the terms of this GIA. Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Owner.

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

5.19 Modification.

5.19.1 General. Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect another Party's facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be Confidential Information hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the

Transmission or Distribution System as applicable, Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof which shall be the responsibility of Interconnection Customer.

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

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that Transmission Owner makes to the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, or the Transmission or Distribution System, as applicable, to facilitate the interconnection of a third party to the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, or to provide transmission service to a third party under the Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Transmission Owner shall test the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades, and Interconnection Customer shall test each electric production device at the Generating Facility, Interconnection Customer's System Protection Facilities and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Transmission Owner and Interconnection Customer shall make any modifications to their respective facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

6.2 Post-Commercial Operation Date Testing and Modifications. Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission or Distribution System, as applicable, in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the Interconnection

Facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 Right to Observe Testing. Each Party shall notify the other Parties in advance of its performance of tests of its Interconnection Facilities. The other Parties shall each have the right, at its own expense, to observe such testing.

6.4 Right to Inspect. Each Party shall have the right, but shall have no obligation to: (i) observe Transmission Owner's and Interconnection Customer's tests and/or inspection of any of their respective System Protection Facilities and other protective equipment, including power system stabilizers; (ii) review the settings of the System Protection Facilities and other protective equipment; and (iii) review the maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

ARTICLE 7. METERING

7.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Owner, at its election, or otherwise Interconnection Customer, shall install Metering Equipment (the "Metering Party") at the Point of Interconnection prior to any operation of the Generating Facility and Transmission Owner, at its election, or otherwise Interconnection Customer shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at the Metering Party's option, compensated to, the Point of Interconnection. The Metering Party shall provide metering quantities, in analog and/or digital form, to the other Parties upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

7.2 Check Meters. Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the Metering Equipment owned by the Metering Party. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider, Transmission Owner or their designees. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 **Standards**. The Metering Party shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

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

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

ARTICLE 8. COMMUNICATIONS

8.1 **Interconnection Customer Obligations**. Interconnection Customer shall maintain satisfactory operating communications with Transmission Provider's Transmission System dispatcher or representative designated by Transmission Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by and at the cost of Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

Unless the Generating Facility is an Intermittent Resource not relying on wind as a fuel source, Interconnection Customer shall install communication and control equipment such that the Generating Facility can receive and respond to the appropriate dispatch signals while operating under the Tariff. Where applicable, the requirements of the communication and control equipment will be enumerated in Appendix C to this GIA.

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

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

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

8.4 Provision of Data from a Variable Energy Resource. The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source will, upon request by the Transmission Provider, be required to provide the Transmission Provider with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source will, upon request by the Transmission Provider, be required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for

that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Data requirements for meteorological and forced outage data will be negotiated by the Transmission Provider and the Interconnection Customer, and will be set forth in Appendix C, Interconnection Details, of this GIA.

ARTICLE 9. OPERATIONS

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

9.2 Local Balancing Authority Notification. At least three (3) months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider and Transmission Owner in writing of the Local Balancing Authority in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility through dynamic metering/scheduling in a Local Balancing Authority other than the Local Balancing Authority in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Local Balancing Authority generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Local Balancing Authority.

9.3 Transmission Provider and Transmission Owner Obligations. Transmission Provider shall cause the Transmission System and the Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner in accordance with this GIA. Transmission Provider, or its designee, may provide operating instructions to Interconnection Customer consistent with this GIA and the Tariff and, if applicable, Transmission Owner's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations. Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. The Generating Facility must be operated in accordance with the operating limits, if any, in the Interconnection Facilities Study and specified in Appendix C of this GIA. Interconnection Customer shall operate the Generating Facility and the

Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of Transmission Provider or its designated Local Balancing Authority Operator of which the Generating Facility is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that a Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to the Transmission or Distribution System, as applicable.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the Point of Interconnection at all power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://www.misoenergy.org/Library/Repository/Study/Generator%20Interconnection/Reactive%20Generator%20Requirements.pdf

and may be referenced in the Appendices to this GIA. The Generating Facility shall be capable of continuous dynamic operation throughout the power factor design range as measured at the Point of Interconnection. Such operation shall account for the net effect of all energy production devices on the Interconnection Customer's side of the Point of Interconnection.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the high-side of the generator substation at all power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all non-synchronous generators in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://www.misoenergy.org/Library/Repository/Study/Generator%20Interconnection/Reactive%20Generator%20Requirements.pdf

and may be referenced in the Appendices to this GIA. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that have not yet completed a System Impact Study as of the effective date of the Final Rule establishing this requirement (Order No. 827). These requirements apply to existing non-synchronous generators making upgrades that require a new Generator Interconnection Agreement only where the Transmission Provider's System Impact Study shows the need for reactive power as a result of an upgrade. If applicable, these requirements will be memorialized in Appendix C to this GIA.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria), to maintain the output voltage or power factor at the Point of Interconnection as specified by Transmission Provider. Transmission Provider's voltage schedules shall treat all sources of reactive power in the Local Balancing Authority in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) Calendar Day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission or Distribution System as applicable. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify Transmission Provider's system operator, or its designated representative.

9.6.2.1 Governors and Regulators. Whenever the Generating Facility is operated in parallel with the Transmission or Distribution System as applicable and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in automatic operation. If the Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from

the Transmission or Distribution System, as applicable, or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Local Balancing Authority on a comparable basis.

9.6.3 Payment for Reactive Power. Payments for reactive power shall be pursuant to any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Interconnection Customer and Transmission Owner may each in accordance with Good Utility Practice in coordination with the other Party and Transmission Provider remove from service any of its respective Interconnection Facilities, System Protection Facilities, Network Upgrades, System Protection Facilities or Distribution Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to notify one another and schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider and Transmission Owner for a minimum of a rolling twenty-four (24) month period in accordance with the Transmission Provider's procedures. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability.

Transmission Provider shall compensate, pursuant to applicable Transmission Provider tariff or rate schedule, Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent the

Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

Costs shall be determined by negotiation between Transmission Provider and Interconnection Customer prior to implementation of the voluntary change in outage schedules, or if such request is made by or on behalf of a Transmission Customer requesting firm service, costs and recovery of costs shall be determined through a bilateral agreement between the Transmission Customer and Interconnection Customer. Voluntary changes to outage schedules under this Article 9.7.1.2 are separate from actions and compensation required under Article 13 and for which costs are recovered in accordance with Transmission Provider's applicable tariff or rate schedule.

9.7.1.3 Outage Restoration. If an outage on either the Interconnection Customer's or Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities or Distribution Upgrades adversely affects a Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice to the other Parties explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

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

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

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

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

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission or Distribution System, as applicable to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency, Over-Frequency, Under-Voltage, and Over-Voltage Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency or under-voltage system disturbance. Interconnection Customer shall implement under-frequency, over-frequency, under-voltage, and over-voltage relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Generating Facilities that are not required to implement under-frequency, over-frequency, under-voltage, and over-voltage relays as directed by the Applicable Reliability Council shall implement such relays with set points according to guidelines published by the Applicable Reliability Council. Generating Facility response to frequency and/or voltage deviations of pre-determined magnitudes, including under-frequency, over-frequency, under-voltage, and over-voltage, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency, over-frequency, under-voltage, and over-voltage conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain its System Protection Facilities as a part of the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Owner shall install at Interconnection Customer's expense any Transmission Owner's System Protection Facilities that may be required on the Transmission Owner's Interconnection Facilities or the Transmission Owner's transmission or distribution facilities as a result of the interconnection of the Generating Facility and the Interconnection Customer's Interconnection Facilities.

9.7.4.2 Interconnection Customer's and Transmission Owner's System Protection Facilities shall be designed and coordinated with Affected Systems in accordance with Good Utility Practice.

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

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

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

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, Interconnection Customer or Transmission Owner, or their respective agents, shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, Interconnection Customer or Transmission Owner shall each perform both calibration and functional trip tests of their respective System Protection Facilities. These tests do not require the tripping of any in-service generating unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission or Distribution System, as applicable, not otherwise isolated by Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission or Distribution System, as applicable. Such protective equipment shall include, without

limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Transmission or Distribution System, as applicable, at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission or Distribution System, as applicable, could adversely affect the Generating Facility.

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

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

9.9 Use of Interconnection Facilities by Other Parties.

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

9.9.2 Other Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld or delayed, to allow one or more Parties to use the Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-Party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer

and any non-Party users based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-Party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to Dispute Resolution pursuant to Section 12 of the Tariff.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or the Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Transmission Owner Obligations. Transmission Owner shall maintain the Transmission Owner's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA and all Applicable Laws and Regulations.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA and all Applicable Laws and Regulations.

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

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

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

Transmission Owner's Interconnection Facilities to the extent required by Transmission Owner on a comparable basis.

ARTICLE 11. PERFORMANCE OBLIGATION

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

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

11.3 Network Upgrades, System Protection Facilities and Distribution Upgrades. Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades described in Appendix A. Interconnection Customer shall be responsible for all costs related to Distribution Upgrades and/or Generator Upgrades. Transmission Owner shall provide Transmission Provider and Interconnection Customer with written notice pursuant to Article 15 that Transmission Owner elects to fund the capital for the Network Upgrades and Transmission Owner's System Protection Facilities, which election shall only be available upon mutual agreement of Interconnection Customer and Transmission Owner; otherwise, such facilities, if any, shall be solely funded by Interconnection Customer.

11.3.1 Contingencies Affecting Network Upgrades, System Protection Facilities and Distribution Upgrades**.** Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (1) a higher queued interconnection request withdrew or was deemed to have withdrawn, (2) the interconnection agreement associated with a higher queued interconnection request was terminated prior to the project's In-Service Date, (3) the Commercial Operation Date for a higher queued interconnection request is delayed, or the project itself is delayed (including due to suspension) such that facilities required to accommodate lower queued projects or the project itself may be altered, (4) the queue position is reinstated for a higher-queued interconnection request whose queue position was subject to dispute resolution, (5) changes occur in Transmission Provider or Transmission Owner equipment design standards or reliability criteria giving rise to the need for restudy, (6) the facilities required to accommodate a higher queued Interconnection Request were modified constituting a Material Modification pursuant to Section 4.4 of the GIP, (7) a GIA with an effective date prior to this GIA is terminated, or (8) when ordered to restudy by FERC. The higher queued Interconnection Requests that could impact the Network Upgrades, System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible Modifications that may result from the above listed events affecting the higher queued Interconnection Requests, to the extent such modifications are reasonably known and can be determined, and estimates of

the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, are provided in Appendix A.

11.3.2 Agreement to Restudy and Cost Reallocation**.** At any time before the Network Upgrades, System Protection Facilities and/or Distribution Upgrades associated with higher queued Interconnection Requests with GIA in effect prior to this GIA are completed, Transmission Provider may determine restudy is required either: (i) in Transmission Provider's discretion or (ii) because one of the contingencies listed in Article 11.3.1 has occurred. If a restudy is required, Transmission Provider will provide notice to Interconnection Customer and Interconnection Customer agrees to enter into an Interconnection Study Agreement for such restudy. Transmission Provider will post on its OASIS if a restudy is declared for reasons other than the contingencies listed in Article 11.3.1. Transmission Provider will reevaluate the need for any Common Use Upgrade(s) and/or Shared Network Upgrade(s), and if still required, reallocate the cost and responsibility for any Common Use Upgrade and/or Shared Network Upgrade, without a restudy when possible, or with a restudy if the Transmission Provider deems it necessary in order to ensure reliability of the Transmission System. The Parties agree to amend Appendix A to this GIA in accordance with Article 30.10 to reflect the results of any cost reallocation required under this Article 11.3.2.

11.3.3 Agreement to Fund Shared Network Upgrades. Interconnection Customer agrees to fund Shared Network Upgrades, as determined by Transmission Provider. Where applicable, payments to fund Shared Network Upgrade(s) that are made to Transmission Provider by Interconnection Customer will be disbursed by Transmission Provider to the appropriate entities that funded the Shared Network Upgrades in accordance with Attachment X and Attachment FF of the Tariff. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrades, Transmission Owner and Transmission Provider shall not be responsible for the Interconnection Customer's funding obligation.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment by Transmission Owner(s) and the Affected System Owner(s) that own the Network Upgrades, of the amount paid respectively to Transmission Owner and Affected System Operator, if any, for the Network Upgrades, as provided under Attachment FF of this Tariff and including any tax gross-up or other tax-related payments associated with the repayable portion of the Network Upgrades, and not repaid to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Tariff and Affected System's Tariff for Transmission Services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19 (a)(2)(iii) from the date of any payment

for Network Upgrades through the date on which Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interest shall not accrue during periods in which Interconnection Customer has suspended construction pursuant to Article 11 or the Network Upgrades have been determined not to be needed pursuant to this Article 11.4.1. Interconnection Customer may assign such repayment rights to any person.

If the Generating Facility is designated a Network Resource under the Tariff, or if there are otherwise no incremental payments for Transmission Service resulting from the use of the Generating Facility by Transmission Customer, and in the absence of another mutually agreeable payment schedule any repayments provided under Attachment FF shall be established equal to the applicable rate for Firm Point-To-Point Transmission Service for the pricing zone where the Network Load is located multiplied by the portion of the demonstrated output of the Generating Facility designated as a Network Resource by the Network Customer(s) or in the absence of such designation, equal to the monthly firm single system-wide rate defined under Schedule 7 of the Tariff multiplied by the portion of the demonstrated output of the Generating Facility under contract to Network Customer(s) and consistent with studies pursuant to Section 3.2.2.2 of the GIP.

Notwithstanding the foregoing, as applicable and consistent with the provisions of Attachment FF of this Tariff, Interconnection Customer, Transmission Provider, Transmission Owner, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Owner and Affected System Operator take one of the following actions no later than five (5) years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Owner or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Generating Facility is installed in phases, the amount eligible for refund as each phase achieves Commercial Operation will be reduced by the proportional amount of generation capacity not yet installed. However, all facilities in Appendix A other than the Generating Facility shall be built without consideration for the phasing of the Generating Facility as though the entire Generating Facility will be placed in Commercial Operation for the full output or increased output of the Generating Facility constructed by Interconnection Customer under this GIA.

If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Transmission Owner and Affected System Operator shall at that time reimburse Interconnection Customer for the remaining applicable amounts that may be refundable pursuant to Attachment FF of this Tariff that were advanced for the Network Upgrades on their respective systems as described above. Before any such reimbursement can occur, Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which the reimbursement must be made.

11.4.2 Special Provisions for Transmission Provider as an Affected System to be covered under Separate Agreements. When the Transmission Owner's Transmission or Distribution System (including for this Article 11.4.2 independent distribution systems connected to the Transmission System) is an Affected System for an interconnection in another electric system, Transmission Provider will coordinate the performance of Interconnection Studies with the other system. Transmission Provider will determine if any Network Upgrades or Distribution Upgrades, which may be required on the Transmission System as a result of the interconnection, would not have been needed but for the interconnection. Unless Transmission Owner provides, under the interconnection agreement between Interconnection Customer and the other system, for the repayment of amounts advanced to Transmission Provider or an impacted Transmission Owner for Network Upgrades, Interconnection Customer, Transmission Provider, and the impacted Transmission Owner(s) shall enter into an agreement that provides for such repayment by Transmission Owner(s) as directed by Transmission Provider. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the payment of refunds by the Affected System Operator.

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

11.5 Initial Payment. Interconnection Customer shall elect (and provide its election to the Transmission Provider within five days of the commencement of negotiation of the GIA pursuant to Section 11.2 of the GIP) to make either 1) an initial payment equal to twenty (20) percent of the total cost of Network Upgrades, Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date is less than or equal to five (5) years of the initial payment date); or 2) an initial payment equal to ten (10) percent of the total cost of Network Upgrades, Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades

(if the In-Service Date exceeds the initial payment date by more than five (5) years); or 3) the total cost of Network Upgrades, Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades in the form of security pursuant to Article 11.6. The initial payment shall be provided to Transmission Owner by Interconnection Customer pursuant to this Article 11.5 within the later of a) forty-five (45) Calendar Days of the execution of the GIA by all Parties, or b) forty-five (45) Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) forty-five (45) Calendar Days of the filing if the GIA is filed unexecuted and the initial payment is not being protested by Interconnection Customer. If the Interconnection Customer made its milestone payments in the form of cash and the Interconnection Customer elects a cash initial payment, then the Transmission Provider shall transfer those funds to the Transmission Owner on the Interconnection Customer's behalf.

11.6 Provision of Security. Unless otherwise provided in Appendix B, at least thirty (30) Calendar Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of an element, not otherwise funded under Article 11.5, of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Network Upgrades, Distribution Upgrades or Stand-Alone Network Upgrades, or at the request of Transmission Owner if regulatory approvals are required for the construction of such facilities, Interconnection Customer shall provide Transmission Owner, at Interconnection Customer's selection, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Owner and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the applicable costs and cost commitments, in addition to those funded under Article 11.5, required of the Party responsible for building the facilities pursuant to the construction schedule developed in Appendix B for designing, engineering, seeking regulatory approval from any Governmental Authority, constructing, procuring and installing the applicable portion of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Network Upgrades, Distribution Upgrades or Stand-Alone Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Owner for these purposes.

In addition:

11.6.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

11.6.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Owner and must specify a reasonable expiration date.

11.6.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission Owner and must specify a reasonable expiration date.

11.6.4 If the Shared Network Upgrade is not in service, Interconnection Customer will provide, as applicable, an Irrevocable Letter of Credit to fund any Shared Network Upgrade pursuant to Attachment FF of the Tariff. The Irrevocable Letter of Credit shall be in an amount sufficient to cover the Interconnection Customer's share of the applicable costs and cost commitments associated with the Shared Network Upgrades. Transmission Provider may periodically adjust the Interconnection Customer's share of the applicable costs and cost commitment of Shared Network Upgrades and may require Interconnection Customer to adjust the amount of the Irrevocable Letter of Credit accordingly.

11.7 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Article 13.4 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

ARTICLE 12. INVOICE

12.1 General. Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice. Within six (6) months after completion of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades, Transmission Owner shall provide an invoice of the final cost of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Owner shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii), to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

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

12.4 Disputes. In the event of a billing dispute among the Parties, Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may or, at Transmission Owner's request upon Interconnection Customer's failure to pay, Transmission Owner, shall provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accord with the methodology set forth in 18 C.F.R. § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

13.1 Obligations. Each Party shall comply with the Emergency Condition procedures of Transmission Provider, NERC, the Applicable Reliability Council, and Applicable Laws and Regulations.

13.2 Notice. Transmission Provider or Transmission Owner shall notify the other Parties promptly when it becomes aware of an Emergency Condition that affects the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or the Interconnection Customer's Interconnection Facilities.

Interconnection Customer shall notify Transmission Provider and Transmission Owner, which includes by definition if applicable, the operator of a Distribution System, promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission or Distribution System, as applicable, or the Transmission Owner's Interconnection Facilities.

To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's or Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in a Party's reasonable judgment, immediate action is required, the Party exercising such judgment shall notify and obtain the consent of the other Parties, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission or Distribution System, as applicable.

13.4 Transmission Provider and Transmission Owner Authority.

13.4.1 General. Transmission Provider or Transmission Owner may take whatever actions or inactions with regard to the Transmission System or the Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or the Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider or Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Provider or Transmission Owner may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's or Transmission Owner's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. Transmission Provider or Transmission Owner may reduce Interconnection Service or disconnect the Generating Facility or the Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to the Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Interconnection Customer and Transmission Owner using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer, Transmission Owner and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary pursuant to Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.5 Interconnection Customer Authority. Consistent with Good Utility Practice and this GIA and the GIP, Interconnection Customer may take whatever actions or inactions with regard to the Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and the Transmission Owner's Interconnection Facilities. Transmission Provider and Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.6 Limited Liability. Except as otherwise provided in Article 11.6 of this GIA, no Party shall be liable to any other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

13.7 Audit. In accordance with Article 25.3, any Party may audit the performance of another Party when that Party declared an Emergency Condition.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

14.1 Regulatory Requirements. Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek, and if necessary assist the other Party and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 2005, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This GIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by any Party to the other Parties and any instrument required or permitted to be tendered or delivered by a Party in writing to the other Parties shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

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

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

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by any Party to the other and not required by this GIA to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4 and 5), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone, facsimile or email notices given pursuant to this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise Reasonable Efforts to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default

17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act or omission of another Party. Upon a Breach, the non-Breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to the other Party if one Party gives notice of such Breach. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Termination. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party or Parties shall terminate this GIA, subject to Article 2.3.2 of this GIA, by written notice to the Breaching Party, with a copy to the other Party if one Party gives notice of termination, and be relieved of any further obligation hereunder and, whether or not that Party(ies) terminates this GIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is (they are) entitled at law or in equity. The provisions of this Article will survive termination of this GIA.

ARTICLE 18. LIMITATION OF LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

18.1 Limitation of Liability. A Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this GIA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in this Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this GIA, regardless of whether the obligation is preceded by a specific directive.

18.2 Indemnity. To the extent permitted by law, an Indemnifying Party shall at all times indemnify, defend and hold the other Parties harmless from Loss.

18.2.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Article 18 as a result of a claim by a non-Party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.2, to assume the defense of such claim, such Indemnified Party may at the expense of the

Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

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

18.2.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.2 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

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

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

18.3 Consequential Damages. Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of

equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided; however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.4 Insurance. Transmission Owner and Interconnection Customer shall, at their own expense, maintain in force throughout the period of this GIA pursuant to 18.4.9, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business or an approved surplus lines carrier in the state where the Point of Interconnection is located:

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

18.4.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.4.3 Comprehensive Automobile Liability Insurance, for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers licensed for travel on public roads, with a minimum combined single limit of One Million Dollars ($1,000,000) each occurrence for bodily injury, including death, and property damage.

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

18.4.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Parties, their parents, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Groups and provide thirty (30) Calendar Days' advance

written notice to the Other Party Groups prior to anniversary date of cancellation or any material change in coverage or condition.

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

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

18.4.8 The requirements contained herein as to the types and limits of all insurance to be maintained by Transmission Owner and Interconnection Customer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by Transmission Owner and Interconnection Customer under this GIA.

18.4.9 As of the date set forth in Appendix B, Milestones, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, Interconnection Customer and Transmission Owner shall provide the other Party with certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.

18.4.10 Notwithstanding the foregoing, Transmission Owner or Interconnection Customer may self-insure to meet the minimum insurance requirements of Articles 18.4.1 through 18.4.8, to the extent it maintains a self-insurance program; provided that, Transmission Owner's or Interconnection Customer's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets minimum insurance requirements under Articles 18.4.1 through 18.4.8. For any period of time that a Transmission Owner's or Interconnection Customer's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.4.1 through 18.4.9. In the event that Transmission Owner or Interconnection Customer is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its

self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.4.9.

18.4.11 Transmission Owner and Interconnection Customer agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

ARTICLE 19. ASSIGNMENT

19.1 Assignment. This GIA may be assigned by any Party only with the written consent of the other Parties; provided that a Party may assign this GIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of either Transmission Provider or Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing Transmission Provider and Transmission Owner with proof that it meets the requirements of Article 11.5 and 18.4. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

20.1 Severability. If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any non-Party, but only if such non-Party is not acting at the direction of either Transmission Provider or Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations including such laws, rules and regulations of

Governmental Authorities establishing standards of conduct, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

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

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with this Article 22.

If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term**.** During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with Commission policy and regulations.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of this GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if

the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

22.1.3 Release of Confidential Information. No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-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 this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

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

22.1.5 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this GIA or its regulatory requirements.

22.1.7 Order of Disclosure. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement. Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 22 shall survive such termination.

22.1.9 Remedies**.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the 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 this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff or a State**.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this

GIA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the receiving 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 disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

23.1 Each Party shall notify the other Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect another Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

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

24.2 Information Submission by Transmission Provider and Transmission Owner The initial information submission by Transmission Provider to Interconnection Customer, with copy provided to Transmission Owner, shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission or Distribution System information, as applicable and available, necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis, Transmission Owner shall provide Interconnection Customer a status report on the

construction and installation of Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

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

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

24.4 Information Supplementation. Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice, such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 %) change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses in Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is

provided. Generating Facility testing shall be conducted and results provided to Transmission Provider and Transmission Owner for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Transmission Provider and Transmission Owner any information changes due to equipment replacement, repair, or adjustment. Transmission Owner shall provide Interconnection Customer, with copy to Transmission Provider, any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Owner substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

25.1 Information Access. Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to: (i) verify the costs incurred by the disclosing Party for which another Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.

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

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit at its own expense the other Parties' accounts and records pertaining to the Parties' performance or the Parties' satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Parties' costs, calculation of invoiced amounts, the Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission or Distribution System, as applicable, the Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of

obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods.

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

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the Party or from whom the overpayment or underpayment is owed together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

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

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider or Transmission Owner be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

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

ARTICLE 27. DISPUTES

27.1 Submission. In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, such Party (the "disputing Party") shall provide the other Parties with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the non-disputing Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted for resolution in accordance with the dispute resolution procedures of the Tariff.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

28.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental

Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

ARTICLE 29. {RESERVED}

ARTICLE 30. MISCELLANEOUS

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

30.1.1 Reversion. If offered pursuant to an Agency Agreement under which this GIA is executed by Transmission Provider as agent for the relevant Transmission Owner, in the event that the relevant Agency Agreement terminates, any HVDC Service offered by Transmission Provider under this GIA shall revert to the relevant Transmission Owner and Transmission Provider shall be released from all obligations and responsibilities under this GIA.

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

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

30.4 Entire Agreement. This GIA, including all Appendices and attachments hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral

or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this GIA.

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

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

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

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

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

30.9 Amendment. The Parties may by mutual agreement amend this GIA by a written instrument duly executed by all of the Parties.

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

30.11 Reservation of Rights. Transmission Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Transmission Owner and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing and to participate fully in any proceeding before FERC in which such modifications may be

considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among or between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

IN WITNESS WHEREOF, the Parties have executed this GIA in multiple originals; each of which shall constitute and be an original GIA among the Parties.

Transmission Provider
Midcontinent Independent System Operator, Inc.

By: */s/ Jennifer Curran* AAR 2/21/2018
Name: Jennifer Curran
Title: Vice President, System Planning & Seams Coordination

Transmission Owner
American Transmission Company LLC,
by its corporate manager, ATC Management Inc.

By: */s/ Mark Davis*
Name: Mark Davis
Title: EVP & COO

Interconnection Customer
Summit Lake Wind, LLC a Delaware limited liability company
By: SPR Development Holdings, LLC
its Manager

By: */s/ Seth McIntosh*
Name: Seth McIntosh
Title: RES Manager

APPENDICES TO GIA

Appendix A Interconnection Facilities, Network Upgrades, System Protection Facilities, Generator Upgrades and Distribution Upgrades
Appendix B Milestones
Appendix B-1 Pre-Certification Generation Test Notification Form
Appendix C Interconnection Details
Appendix D Security Arrangements Details
Appendix E Commercial Operation Date
Appendix F Addresses for Delivery of Notices and Billings
Appendix G Interconnection Requirements for a Wind Generating Plant
Appendix H Interconnection Requirements for Provisional GIA
Appendix I Requirements Applicable to Net Zero Interconnection Service

Appendix A To GIA

Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrades.

1. Description of Generating Facility

Interconnection Customer shall install a 154 MVA facility, rated at 135 MW gross and 130 MW net, with all studies performed at or below these outputs. The Generating Facility is composed of 54 2.5 MW Siemens units in a wind farm rated at 2.5 MW each. Interconnection Service provided under this agreement is 130 MW of conditional ERIS that will become 130 MW of ERIS and/or 69.8 MW NRIS upon completion of all Network Upgrades, Affected system upgrades listed in item 7 and transmission assumptions listed in table 1 of Exhibit A10.

Interconnection Customer shall install a switchyard with the appropriate protection equipment coordinated per Appendix C to this GIA. The Switchyard shall contain one Main Power Transformer (MPT) 87/116/145 MVA Wye-Delta-Wye with HV OLTC, impedances as shown in Interconnection Request, one circuit breakers connected at the high side of the MPT as shown in the single line diagram in Exhibit A1.

2. Interconnection Facilities:

(a) Point of Interconnection. The Point of Interconnection shall be at the point where the 138kV line conductors associated with the 138kV transmission line (Generator Lead) from the Interconnection Customer are connected to the Transmission Owner Interconnection Station's rigid bus. The Point of Change of Ownership shall be at the lead line conductor and the shield wire attachment vangs on the dead-end structures in the Transmission Owner's interconnection station. The metering point will be located at IC's ICIF/GF.

(b) Interconnection Facilities (including metering equipment) to be constructed by Interconnection Customer.

- The Interconnection Customer will furnish, install, own, operate, and maintain the required equipment that may be located in the Interconnection Customer's Generation Facility substation for the 138kV transmission line (Generator Lead) between the Interconnection Customer's Generation Facility and the Transmission Owner Interconnection Station
- It is the responsibility of IC to match TO's phasing.
- Interconnection Customer shall terminate the 138kV transmission line (Generator Lead) phase conductor and shield wire on the dead-end structures at the Transmission Owner Interconnection Station. The phase conductor terminals will be compression type with NEMA 4-hole pads.
- At ICs expense, underground cables will be installed in the Interconnection Customer's facility and the Transmission Owner Interconnection Station's control building for the lead line protection relays.
- All revenue metering for the Transmission Owner Interconnection Station will

be required at that Interconnection Customer's Generating Facility and will not be located in the Transmission Owner Interconnection Station. Therefore, revenue quality current transformers and revenue meters for the J711 metering will included in the ICIF at the generation facility.

- Balancing Authority (BA) metering is not required in the Transmission Owner Interconnection Station; therefore, LDCs (WE/WPS/UPPCO) RTU's will not be required in the Transmission Owner Interconnection Station.

These facilities shall include:
The Interconnection Customer's Interconnection Facilities shall include equipment connecting the Generating Facility to the Silver River 138 kV Substation via an approximately 28 mile long Interconnection Customer-owned 138 kV radial line.

Exhibit A1 shows Interconnection Facilities to be constructed by the Interconnection Customer and shall also include the following:

One new 138 kV Interconnection Customer substation including one 138 kV breaker bay complete with breaker, isolating disconnect switches, dead-end, bus, steel, insulators and foundations located in Interconnection Customer's substation at its Generating Facility.

Interconnection Customer will provide RTU/SCADA capability at the Generating Facility and data from Interconnection Customer Interconnection Facilities that includes, but is not limited to MW, MVAR, MWhr, MVARhr, volts, amps, breaker status, and station battery alarm, frequency, status indication and power factor setpoint control signals for any reactors or capacitors installed in Interconnection Customer's substation, and SCADA control of the 120 kV circuit breaker and reactive devices within the Interconnection Customer's substation to Transmission Owner's Transmission Dispatch Center, Transmission Provider, and the Local Balancing Authority (Transmission Owner).

The Generating Facility will interconnect with the Transmission Owner's Transmission System via an estimated 28.0 mile long 138 kV radial line ("Radial Line") to the Transmission Owner's Silver River Substation located approximately 1000 feet northwest of the existing M38 Substation on Sarya Rd, Baraga Township in Baraga County, MI. The new 138 kV line from the Interconnection Customer's substation to the Transmission Owner's Silver River substation will include an OPGW shield wire with at least 12 single mode fibers. In addition, Interconnection Customer's line relaying should be compatible with Transmission Owner's SEL 311L and SEL 411L relays.

(c) Transmission Owner Interconnection Facilities to be constructed by Transmission Owner.

- The Transmission Owner Interconnection Facilities include the dead-end

structure, line disconnect switch, surge arresters, jumpers/buswork, protection relays and control panel associated with the Interconnection Customer's 138kV generator lead line. These assets will be located in the Transmission Owner Interconnection Station.

- Transmission Owner will furnish, install, own, operate, and maintain the protection relays that are located in the Transmission Owner Interconnection Station for the 138kV transmission line (Generator Lead) between the Interconnection Customer's Generation Facility and the Transmission Owner Interconnection Station. As this equipment is solely for the protection of the Interconnection Customer's generator lead line, it will be treated as Interconnection Facilities and will be paid for by the Interconnection Customer.
- Transmission Owner Interconnection Facility structures at Interconnection Station will be supported on drilled pier concrete foundations, circuit breakers will be supported by slab on grade foundations.
- The Transmission Owner will furnish and install the jumper and fittings from the Interconnection Customer transmission line phase conductor terminal compression fitting to the substation bus/equipment.
- Spill Prevention, Control, and Countermeasures plan are required for the Transmission Owner Interconnection Station.
- Transmission Owner is responsible for all permits and easements associated with the Transmission Owner's 138kV transmission line modifications/upgrades.
- Transmission Owner shall construct the Interconnection Facilities the point of change of ownership and they are detailed in Exhibit A5. These facilities are estimated to cost $729,562 and are detailed in Exhibit A7-15 of Facility study report dated October 24, 2017, posted by Transmission Provider.

3. Network Upgrades:

(a) Stand-Alone Network Upgrades to be installed by Transmission Owner. Transmission Owner shall install a 138 kV breaker "B" and 2 disconnect switches located between the POI and 138 kV Bus 2, detailed in Exhibit A2-1. These facilities are estimated to cost $452,477 and are detailed in Exhibit A7-2 of Facility study report dated October 24, 2017, posted by Transmission Provider.

(b) Network Upgrades to be installed by Transmission Owner.

a) M38G22 Structure for ATLANTIC69 Reroute accommodation

Project scope involves installing one (1) monopole deadend steel structure with horizontal arms on line M38G22.

Estimated Network Upgrade Cost in 2020 Dollars: $178,324

b) Line ATLANTIC69 Re-route

The existing 69kV ATLANTIC69 line between Atlantic and M38 Substations will be re-routed in the vicinity of the new 138kV J704/J711 Interconnection Station to provide space for the proposed J711 generator lead line.

Estimated Network Upgrade Cost in 2020 Dollars: $536,113

(c) Shared Network Upgrade(s) to be funded by Interconnection Customer. None.

(d) Common Use Upgrades to be funded by Interconnection Customer

Interconnection Customer is responsible for entering into necessary construction agreements with Transmission Provider, Transmission owner and J704 Interconnection Customer for the below upgrades:

a. North Lake – Silver River 138-kV Line NLKG31 - Increase two-hour emergency rating to a minimum 113.3 MVA for all seasons
b. Perch Lake – Silver River 138-kV Line M38 - Increase two-hour emergency rating to a minimum 110.7 MVA for all seasons
c. ATC Owned Substation ground grid upgrades – Improvements at substation impacted by increase in fault duty
d. J704/J711 Interconnection Station
e. Line M-38 Re-route into J704/J711 Interconnection Station
f. Line M38G22 Re-route into J704/J711 Interconnection Station
g. Line NLKG31 Re-route into J704/J711 Interconnection Station
h. New line from M-38 Substation to J704/J711 Interconnection Station
i. Line WINONA138 Re-route into J704/J711 Interconnection Station
j. Atlantic Substation Relay Upgrades
k. North Lake Substation Relay Upgrades
l. Perch Lake Substation Relay Upgrades
m. Winona Substation Relay Upgrades
n. M-38 Substation Modifications

Please see detail description of above mentioned items in 704-711 MPFCA.

4. System Protection Facilities

(a) System Protection Facilities not listed in Section 2 or 3 to be constructed by Interconnection Customer. None.

(b) System Protection Facilities not listed in 2 or 3 to be constructed by Transmission Owner. None.

5. Distribution Upgrades:

(a) Distribution Upgrades to be constructed by Transmission Owner. None.

6. Contingency List:

(a) Interconnection Customer's Interconnection Service is contingent upon retirement of Presque Isle Generation facility.
(b) See Exhibit A10 for other contingent facilities.

7. Affected System Upgrades List on the UPPCo system per the SIS Report dated July 18, 2017Addendum dated August 28, 2017.

(a) Improvements at M-38 Substation due to equipment impacted by increase in fault duty. J711 is responsible for 36.5% of the total project costs.
(b) Improvements at Winona Substation due to equipment impacted by increase in fault duty. J711 is responsible for 34.8% of the total project costs.

8. Exhibits – The following exhibits are included:

A1. Interconnection Customer One-Line and Site Map
A1-1: Interconnection Customer One-Line Diagram
A1-2: Interconnection Project Site Map

A2. Transmission Owner One-Line and System Map
A2-1: Transmission Owner's System Map
A2-2: Transmission Owner's Network Upgrade map

A3. Transmission Owner Site Plan Drawings

A4. {Reserved}

A5. Facilities to be Constructed by Transmission Owner

A6. Detailed Costs of Facilities to be Constructed by Transmission Owner
A6-1: Transmission Owner Interconnection Facilities
A6-2: Transmission Owner Network Upgrades

A7. Facilities to be Constructed by Interconnection Customer

A8. Detailed Cost of Facilities to Be Constructed By Interconnection Customer

A9. Facilities Subject to Transmission Owner Reimbursement

A10. Contingent Facilities

A11. Interconnection Customer Milestones and Cash-Flow Schedules

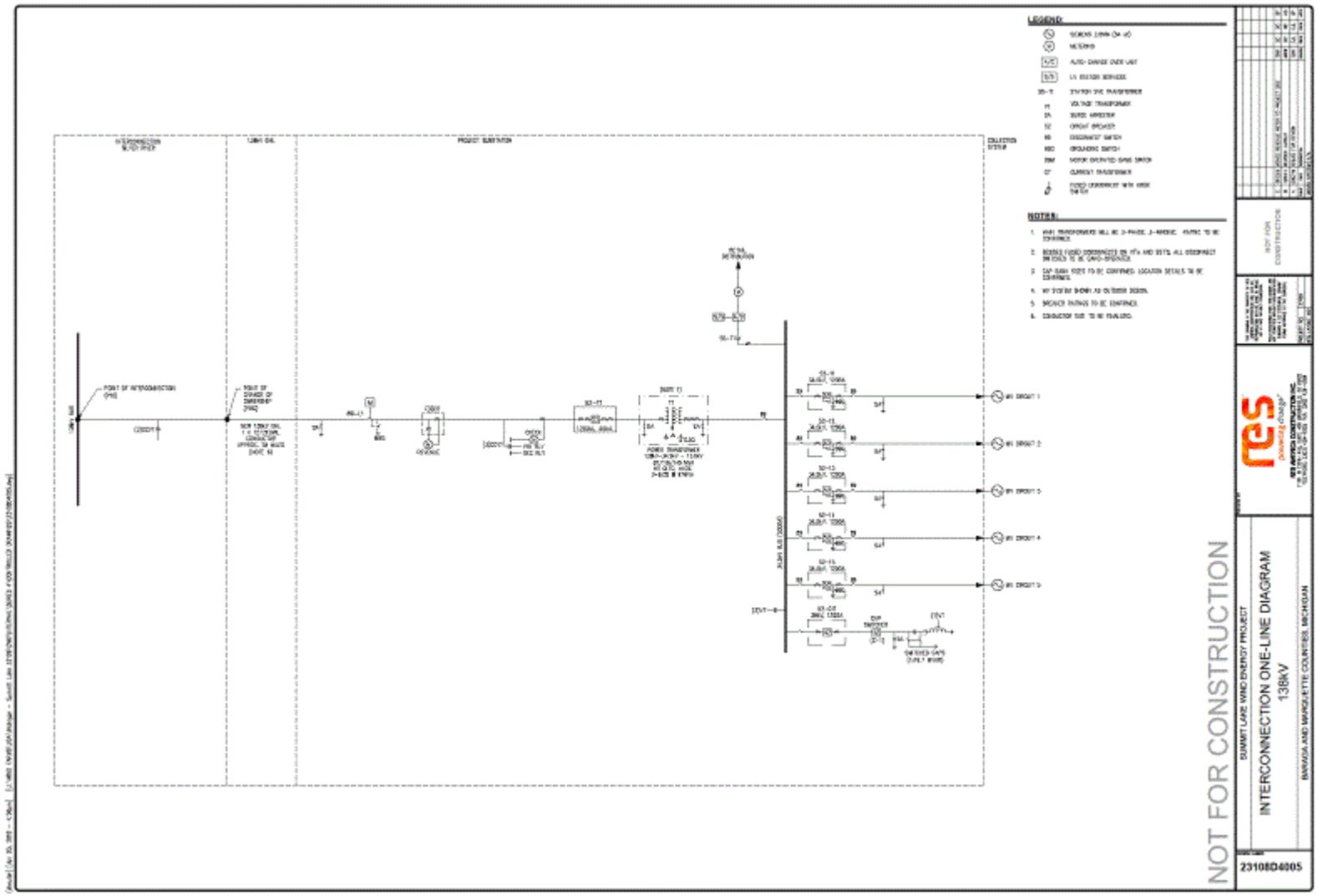
A12. Construction and Coordination Schedules

A13. Permits, Licenses, Regulatory Approvals and Authorization

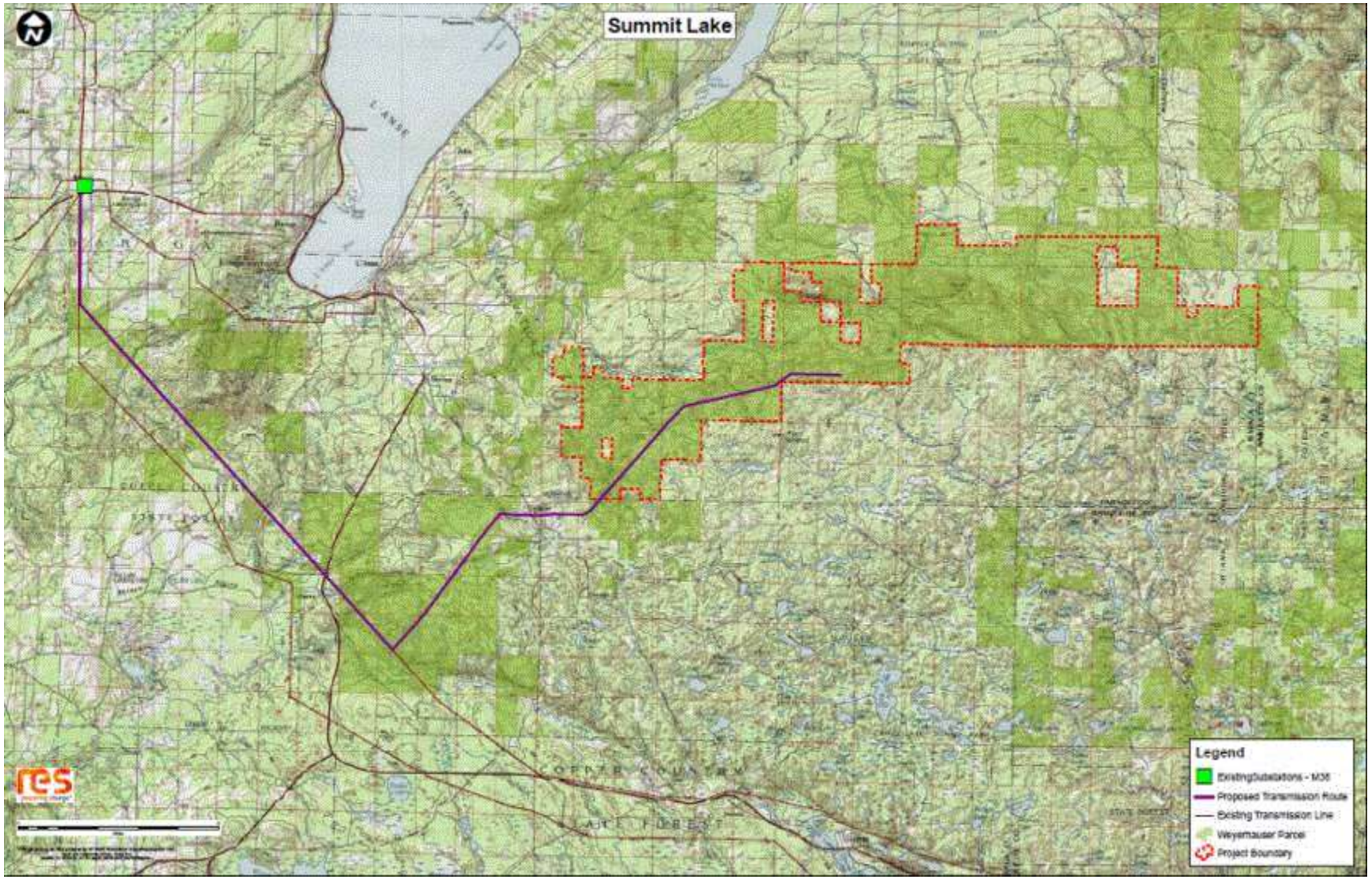
A14. Interconnection and Operating Guidelines

Exhibit A1. Interconnection Customer One-Line and Site Map

A1-1: Interconnection Customer One-Line Diagram



A1-2: Interconnection Project Site Map



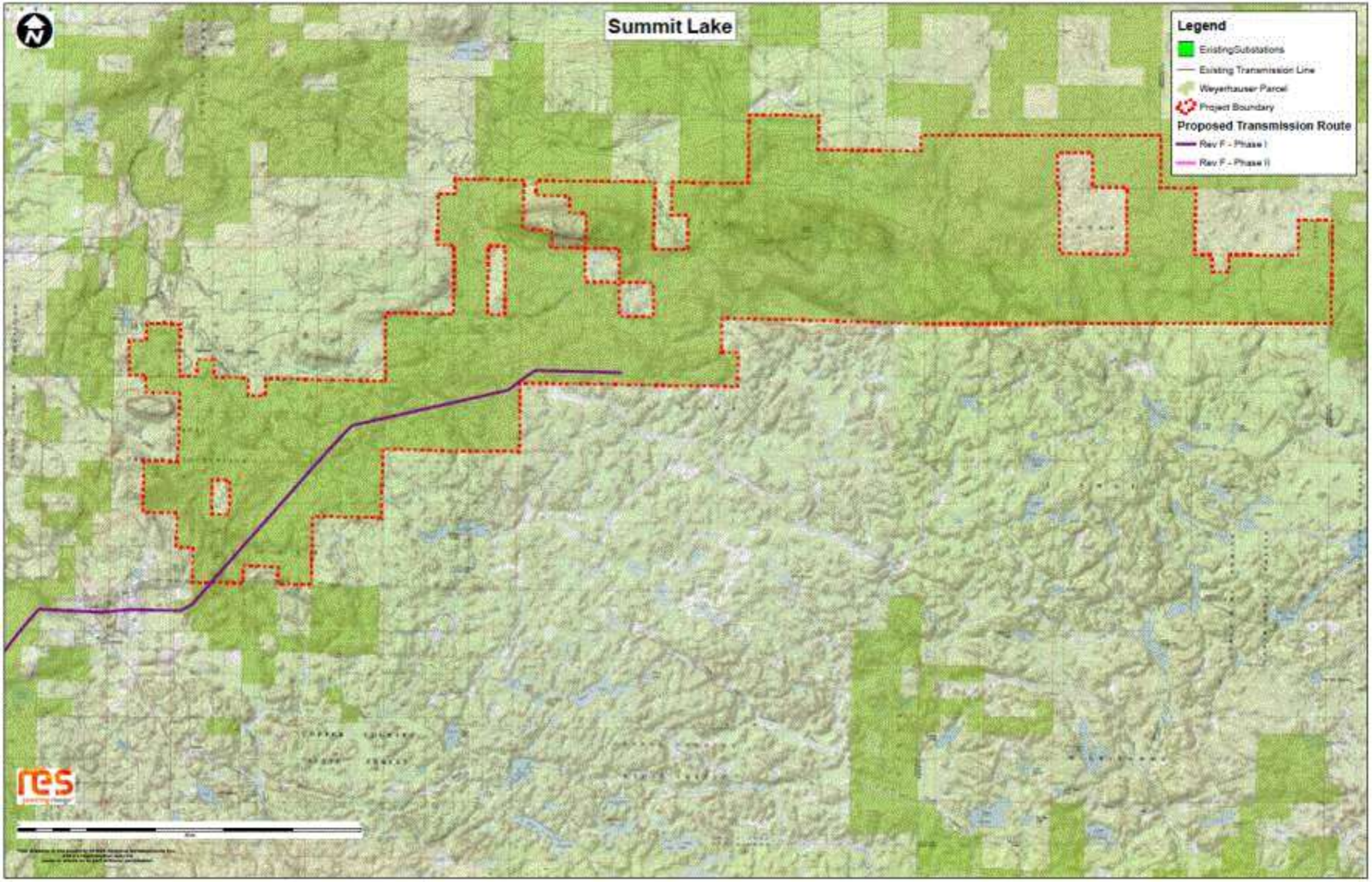
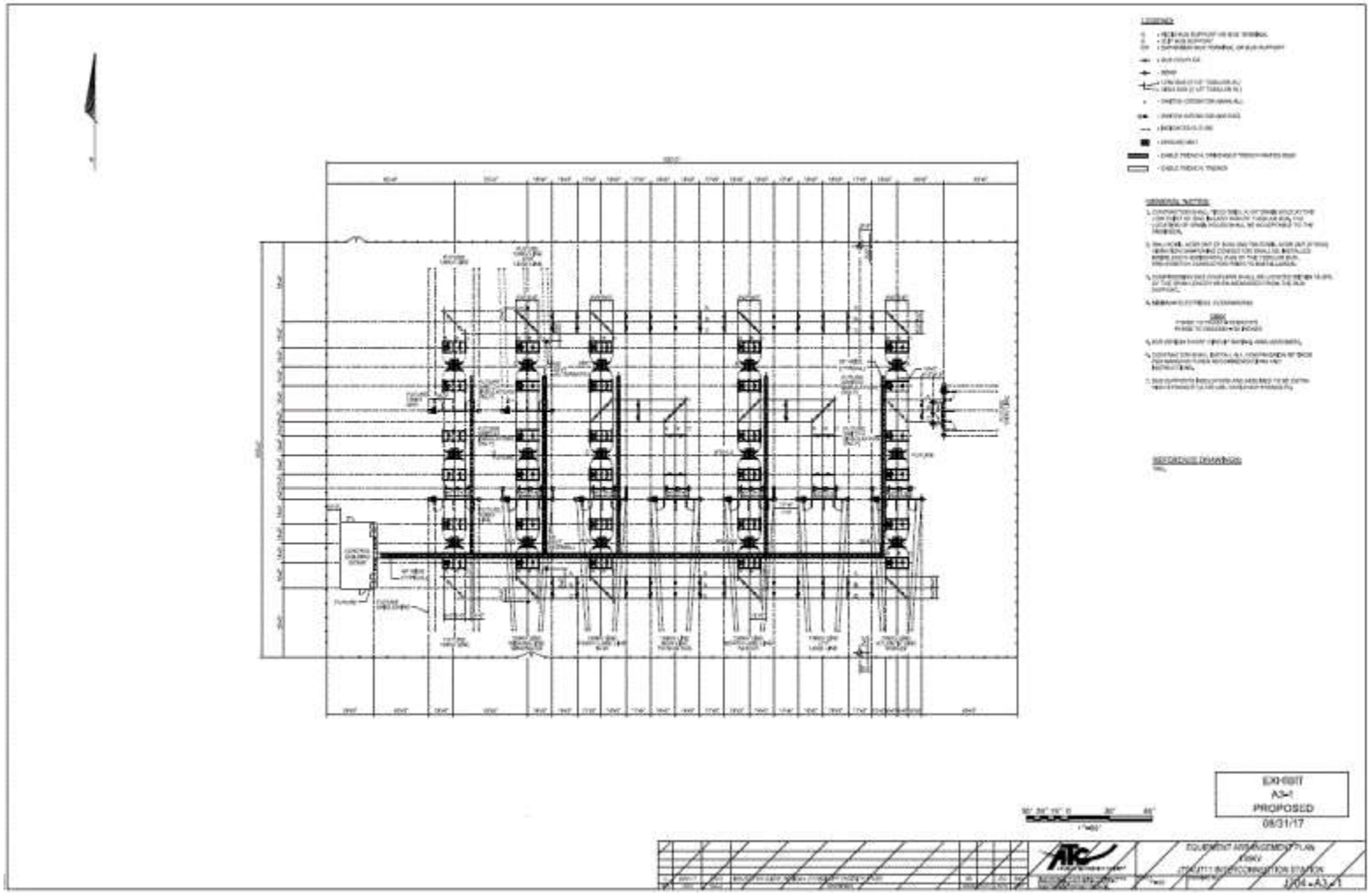

Summit Lake
Legend
ExistingSubstations
Existing Transmission Line
Weyerhauser Parcel
Project Boundary
Proposed Transmission Route
Rev F - Phase I
Rev F - Phase II

Exhibit A2. Transmission Owner One-Line

A2-1 Transmission Owner Conceptual One-Line Diagram

CEII MATERIAL – DO NOT RELEASE

Exhibit A3. Transmission Owner Site Plan
A3-1 Equipment Arrangement Plan (Proposed)



A3-2 Site Plan (Proposed)

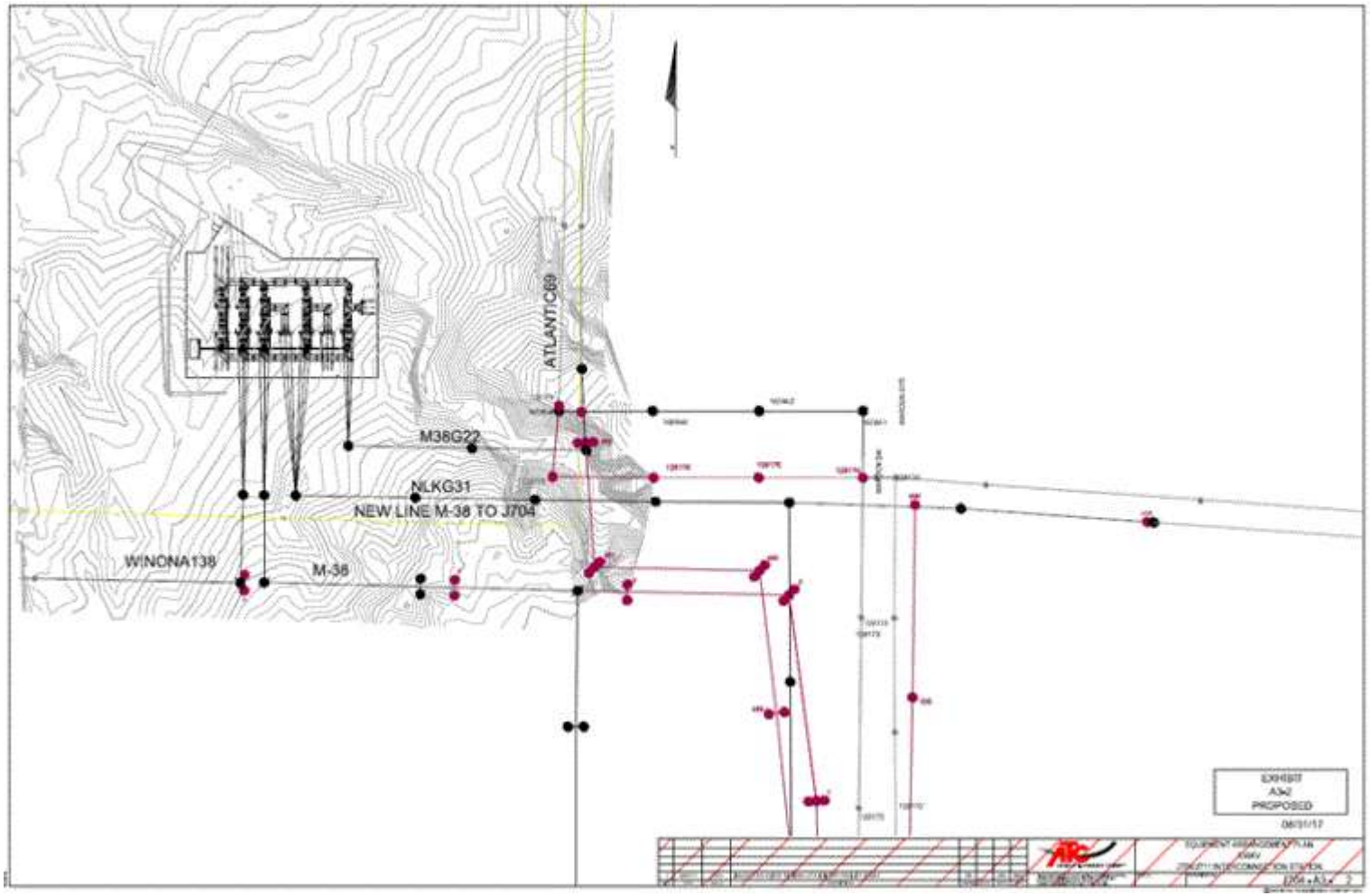


Exhibit A4. {Reserved}

Exhibit A5. Facilities to be Constructed by Transmission Owner

	Location	Facilities to be Constructed by Transmission Owner	Estimate in 2020 Dollars
1.	**Stand-Alone Network Upgrade**	Item #1 – J711 Point of Interconnection Equipment (Breaker B and 2 disconnect switches)	**$452,477**
2.	**Non-Stand-Alone Network Upgrade**	Item #2 - M38G22 Structure for ATLANTIC69 Re-route Accommodation Item #3 – Line ATLANTIC69 Re-route	**$178,324** **$536,113**
3.	**Interconnection Facilities**	Item #4 – J711 Interconnection Facilities (138 kV disconnect switch)	**$729,562**
		Total*:	**$1,896,476**

* Transmission Owner shall also collect from Interconnection Customer a tax gross-up amount on the payments made to Transmission Owner using the Transmission Owner rate in effect at the time the payment is received from Interconnection Customer. The current Transmission Owner tax gross-up rate is 12.848%.

Exhibit A6. Detailed Costs of Facilities to be Constructed by Transmission Owner

Item #1 – J711 Point of Interconnection Equipment (Breaker B and 2 disconnect switches)

WBS 1	WORK TYPE - DESCRIPTION	HOURS	LABOR DOLLARS	EQUIP. DOLLARS	ATC MAT. DOLLARS	CONT. MAT. DOLLARS	TOTAL DOLLARS
1	SITE ACQUISITION AND EASEMENTS	0	$0	$0	$0	$0	$0
2	SITE WORK	0	$0	$0	$0	$0	$0
3	CIVIL WORK	98	$11,113	$0	$720	$750	$12,583
4	ELECTRICAL WORK - TRANSMISSION	0	$0	$0	$0	$0	$0
5	ELECTRICAL WORK - SUBSTATION	314	$43,298	$0	$164,409	$0	$207,706
6	TESTING & COMMISSIONING	202	$30,300	$0	$0	$0	$30,300
7	ENGINEERING	379	$45,480	$0	$0	$0	$45,480
8	CONSTRUCTION DISTRIBUTIVE PMO	75	$9,375	$0	$0	$0	$9,375
9	OWNER/AGENT OVERSIGHT	150	$26,198	$0	$0	$0	$26,198
10	ATC PRE-CERTIFICATION PROCESS	0	$0	$0	$0	$0	$0
POINT ESTIMATE		1,217	$165,763	$0	$165,129	$750	$331,642
11	CONTINGENCY (Not escalated)		$33,153	$0	$35,007	$159	$68,319
	TAXES (Not escalated)		$0	$0	$9,908	$45	$9,953
	ESCALATION		$17,920	$0	$24,532	$111	$42,563
PROJECT ESTIMATE TOTAL		1,217	$216,836	$0	$234,576	$1,065	$452,477

Item #2 - M38G22 Structure for ATLANTIC69 Re-route Accommodation

WBS 1	WORK TYPE - DESCRIPTION	HOURS	LABOR DOLLARS	ATC MAT. DOLLARS	CONT. MAT. DOLLARS	OTHER DOLLARS	TOTAL DOLLARS
1	SITE ACQUISITION AND EASEMENTS	0	$0	$0	$0	$0	$0
2	SITE WORK	63	$8,129	$4,400	$150	$1,319	$13,998
3	CIVIL WORK	235	$31,255	$0	$3,750	$0	$35,005
4	ELECTRICAL WORK - TRANSMISSION	195	$25,882	$30,818	$95	$0	$56,795
5	ELECTRICAL WORK - SUBSTATION	0	$0	$0	$0	$0	$0
6	TESTING & COMMISSIONING	0	$0	$0	$0	$0	$0
7	ENGINEERING	169	$21,983	$0	$0	$0	$21,983
8	CONSTRUCTION DISTRIBUTIVE PMO	0	$0	$0	$0	$0	$0
9	OWNER/AGENT OVERSIGHT	17	$4,845	$0	$0	$0	$4,845
10	ATC PRE-CERTIFICATION PROCESS	0	$0	$0	$0	$0	$0
POINT ESTIMATE		679	$92,094	$35,218	$3,995	$1,319	$132,626
11	CONTINGENCY (Not escalated)		$18,419	$7,466	$847	$264	$26,996
	TAXES (Not escalated)		$0	$2,113	$240	$0	$2,353
	ESCALATION		$10,340	$5,232	$593	$185	$16,350
PROJECT ESTIMATE TOTAL		679	$120,852	$50,029	$5,675	$1,768	$178,324

Item #3 – Line ATLANTIC69 Re-route

WBS 1	WORK TYPE - DESCRIPTION	HOURS	LABOR DOLLARS	ATC MAT. DOLLARS	CONT. MAT. DOLLA	OTHER DOLLARS	TOTAL DOLLARS
1	SITE ACQUISITION AND EASEMENTS	0	$0	$0	$0	$6,000	$6,000
2	SITE WORK	210	$28,025	$17,600	$1,200	$4,134	$50,959
3	CIVIL WORK	410	$54,530	$0	$7,500	$0	$62,030
4	ELECTRICAL WORK - TRANSMISSION	495	$67,075	$74,642	$2,095	$0	$143,812
5	ELECTRICAL WORK - SUBSTATION	0	$0	$0	$0	$0	$0
6	TESTING & COMMISSIONING	0	$0	$0	$0	$0	$0
7	ENGINEERING	676	$87,932	$0	$0	$0	$87,932
8	CONSTRUCTION DISTRIBUTIVE PMO	0	$0	$0	$0	$0	$0
9	OWNER/AGENT OVERSIGHT	329	$50,787	$0	$0	$0	$50,787
10	ATC PRE-CERTIFICATION PROCESS	0	$0	$0	$0	$0	$0
POINT ESTIMATE		2,121	$288,349	$92,242	$10,795	$10,134	$401,521
11	CONTINGENCY (Not escalated)		$57,670	$19,555	$2,289	$2,027	$81,541
	TAXES (Not escalated)		$0	$5,535	$648	$0	$6,182
	ESCALATION		$30,143	$13,703	$1,604	$1,420	$46,870
PROJECT ESTIMATE TOTAL		2,121	$376,162	$131,035	$15,335	$13,582	$536,113

Item #4 – J711 Interconnection Facilities (138 kV disconnect switch)

WBS 1	WORK TYPE - DESCRIPTION	HOURS	LABOR DOLLARS	EQUIP. DOLLARS	ATC MAT. DOLLARS	CONT. MAT. DOLLARS	TOTAL DOLLARS
1	SITE ACQUISITION AND EASEMENTS	0	$0	$0	$0	$0	$0
2	SITE WORK	121	$13,915	$0	$0	$5,662	$19,577
3	CIVIL WORK	342	$39,080	$0	$793	$9,000	$48,873
4	ELECTRICAL WORK - TRANSMISSION	0	$0	$0	$0	$0	$0
5	ELECTRICAL WORK - SUBSTATION	962	$131,581	$0	$157,723	$780	$290,084
6	TESTING & COMMISSIONING	143	$21,450	$0	$0	$0	$21,450
7	ENGINEERING	1,099	$131,880	$0	$0	$0	$131,880
8	CONSTRUCTION DISTRIBUTIVE PMO	40	$5,000	$0	$0	$0	$5,000
9	OWNER/AGENT OVERSIGHT	136	$28,580	$0	$0	$0	$28,580
10	ATC PRE-CERTIFICATION PROCESS	0	$0	$0	$0	$0	$0
POINT ESTIMATE		2,843	$371,485	$0	$158,516	$15,442	$545,443
11	CONTINGENCY (Not escalated)		$74,297	$0	$33,605	$3,274	$111,176
	TAXES (Not escalated)		$0	$0	$9,511	$927	$10,437
	ESCALATION		$36,661	$0	$23,549	$2,294	$62,505
PROJECT ESTIMATE TOTAL		2,843	$482,444	$0	$225,181	$21,936	$729,562

Exhibit A7. Facilities to be Constructed by Interconnection Customer

There are no Network Upgrades or Interconnection Facilities that are currently proposed to be constructed by the Interconnection Customer within the Transmission Owner's fence; therefore, no estimates are required. The Interconnection Customer is responsible for construction Interconnection Customer Interconnection Facilities.

Exhibit A8. Detailed Cost of Facilities to Be Constructed By Interconnection Customer

There are no Network Upgrades or Interconnection Facilities that are currently proposed to be constructed by the Interconnection Customer within the Transmission Owner's fence; therefore, no estimates are required. The Interconnection Customer is responsible for construction Interconnection Customer Interconnection Facilities at its cost

Exhibit A9. Facilities Subject to Transmission Owner Reimbursement Pursuant To Attachment FF Of The Midcontinent ISO Tariff

	Location	**Facilities to be Constructed by Transmission Owner**	**Total Estimate in 2020 Dollars**	**J711 Cost Allocation 2020 Dollars**
1.	**Stand-Alone Network Upgrade**	Item #1 – J711 Point of Interconnection Equipment (Breaker B and 2 disconnect switches)	**$452,477**	**$452,477**
2.	**Non-Stand-Alone Network Upgrades**	Item #2 - M38G22 Structure for ATLANTIC69 Re-route Accommodation Item #3 – Line ATLANTIC69 Re-route	$178,324 $536,113	**$178,324** **$536,113**
		Total*:	**$1,166,914**	**$1,166,914**

* Transmission Owner shall also collect from Interconnection Customer a tax gross-up amount on the payments made to Transmission Owner using the Transmission Owner rate in effect at the time the payment is received from Interconnection Customer. The current Transmission Owner tax gross-up rate is 12.848%.

Exhibit A10. Contingent Facilities

Higher queue and/or same DPP group study Interconnection Requests that may create contingencies pursuant to Article 11.3.1 are listed in tables below. Table A10-1 describes transmission assumptions modeled in the studies that were deemed necessary to allow for the Interconnection Service as described in Appendix A of this GIA and is not related to Article 11.3.1, i.e., does not describe projects associated with a higher queued and/or same DPP group study Interconnection Request. Nevertheless, if the transmission assumptions are not completed or significantly modified, the Interconnection Service granted under this GIA may be restricted until such time as the Interconnection Customer funds a study to determine the applicable ERIS and NRIS level that results due to the changes in Table A10-1.

The list of higher-queued and/or same DPP group study projects in Tables A10-2 and A10-3, not yet in service, were included in the interconnection study for queue project J711. However, a project's inclusion in the System Impact Study does not necessarily mean that these facilities would be contingencies for the Interconnection Customer's Generating Facility. In the event that any of the higher queued and/or same DPP group study generators were to drop out, then the Interconnection Customer may be subject to restudy pursuant to Article 11.3.2.

Table A10-1 Transmission Assumptions

MTEP ID	Facility	Description	Expected Completion Date
3679	North Appleton – Morgan 345 kV line	Build a new 345-kV line from North Appleton to Morgan	10/25/2018
3952	North Appleton – Morgan 138 kV line	Build a new 138-kV line from North Appleton to Morgan	10/28/2018
3206	G833-4_J022-3 Long Term Solution	1) Construct a new Branch River 345 kV substation 2) Loop the Point Beach-Forest Junction, Point Beach-Sheboygan Energy Center 345 kV lines into Branch River	12/31/2018

Table A10-2 Higher Queued Projects for J711

MISO Higher Queued Project #	Service Type	TO	County, State	Point Of Interconnection	Summer MW Net (MW)	Fuel Type	Status
J384	NRIS	ATC	Cambridge, WI	2346 Clearview Road, Cambridge, WI	21	Gas	Under Construction
J390	NRIS	ATC	Rock, WI	Paddock - Rockdale 345 kV line	702	Combined Cycle	Under Construction
J395	ERIS	ATC	Lafayette, WI	Hillman - Darlington 138 kV line	98	Wind	Under Construction
J505	NRIS	ATC	Manitowoc, WI	138kV Mishicot-Kewaunee line	99	Solar	DPP - System Impact Study
J652	NRIS Only	ATC	Lafayette, WI	Hillman - Darlington 138 kV line	98	Wind	DPP - System Impact Study

Table A10-3 Similar Queued Projects for J711

MISO Similar Queued Project #	Service Type	TO	County, State	Point Of Interconnection	Summer MW Net (MW)	Fuel Type	Status
J703	NRIS	ATC	Marquette, MI	New Substation Looping Lines FREG11 (National to Freeman) & Goose Lake (PI to Empire)	128.1	Gas	DPP - System Impact Study
J704	NRIS	ATC	Baraga, MI	M38 Substation 138kV	54.9	Gas	DPP - System Impact Study

Exhibit A11. Interconnection Customer Milestones and Cash-Flow Schedule

Schedule Milestones
The Transmission Owner proposed schedule dates are shown in Exhibit A12-1 and align with the Interconnection Customer requested in-service date.

Cash Flow Schedule
The following table identifies the major payments of the project based on the Transmission Owner provided schedule. The cash flow is one possible suggestion and needs to be agreed upon by the Interconnection Customer and Transmission Owner. The GIA Milestone table will be the schedule and costs committed to by the Transmission Owner and Interconnection Customer.

Payment Number	Cost of Work For J711	Due Date
1.	$ 379,452	April 2018 (20% payment within 45 calendar days after effective date of GIA)
2.	$ 746,282	December 1, 2018
3.	$ 639,128	July 1, 2019
4.	$ 131,614	August 1, 2020
Total	$1,896,476	

Notes:

1. A suggested cash flow from the Interconnection Customer to Transmission Owner is based on the major activities started by the Transmission Owner.
2. Amount of cash flow is based off the total project cost as agreed by the Interconnection Customer and Transmission Owner.
3. Dates for payments are based on the proposed schedule in the FS by the Transmission Owner. If there are mutually agreed changes in the schedule, payment dates will be adjusted accordingly.
4. Transmission Owner shall also collect from Interconnection Customer a tax gross-up amount on the payments made to Transmission Owner using the Transmission Owner rate in effect at the time the payment is received from Interconnection Customer. The current Transmission Owner tax gross-up rate is 12.848%.

Exhibit A12. Construction and Coordination Schedules

A preliminary project schedule is included as Exhibit A12-1. This schedule shows expected activities and time frames required by the Transmission Owner. This schedule may not match or align with the Interconnection Customer requirements and in-service dates. At the time of executing an Interconnection Agreement (IA), a detailed project schedule will be developed that will integrate with other works/projects performed by the Transmission Owner.

The following table summarizes the major construction stages expected for the project.

Construction Stage	Construction Activities
1.	Construction of the Transmission Owner J704/J711 Interconnection Station detailed under a separate MPFCA
2.	Construction and Re-route of existing Transmission Owner Lines into J704/J711 Interconnection Station detailed under a separate MPFCA.
3.	Update Transmission Owner remote end relaying and equipment and perform end-to-end testing detailed under a separate MPFCA.
4.	Interconnect with Interconnection Customer Substation; perform end to end testing and final commissioning.
5.	Modification of Transmission Owner M38 Substation detailed under a separate MPFCA
6.	Project Complete

Completion of the project will be contingent on the ability to take the necessary outages to complete construction activities identified above. Actual outage requirements (dates and durations) and the ability to take the necessary outages are not known at this time and would be determined during implementation of the project.

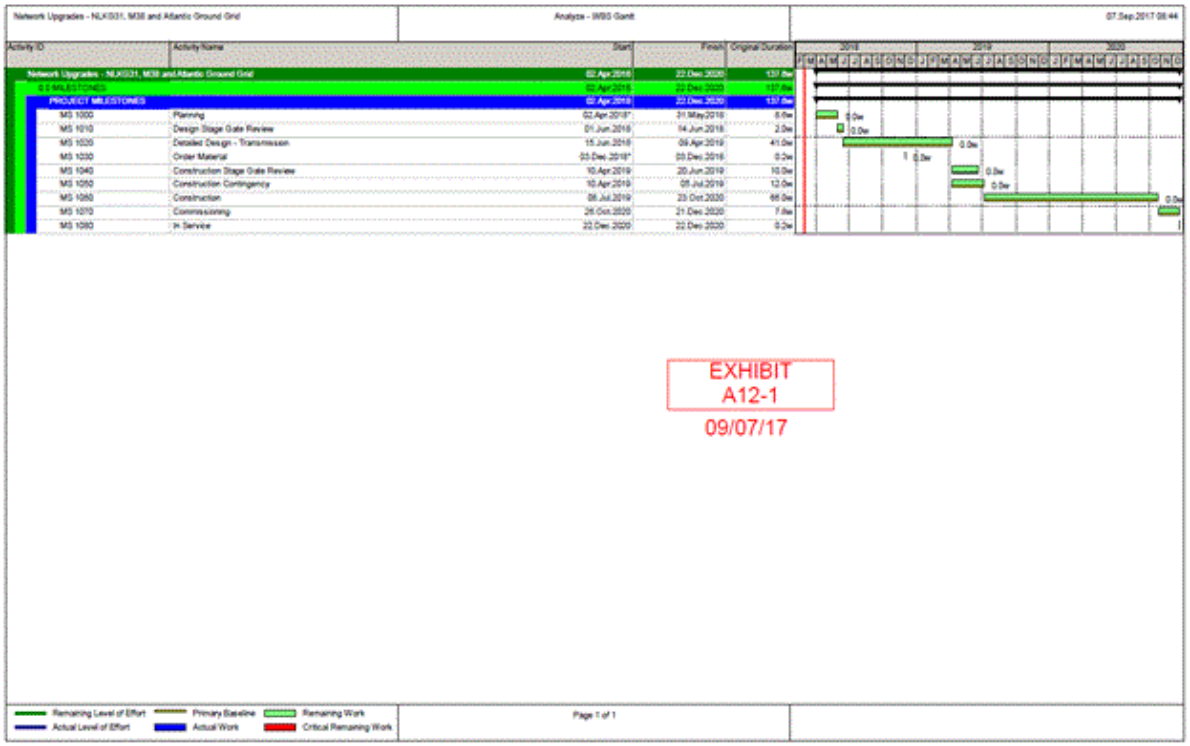


EXHIBIT
A12-1
09/07/17

Exhibit A13. Permits, Licenses, Regulatory Approvals and Authorization

CPCN and CA permits are not required for this project.
Permits required for the project, include but are not limited to the following:

	Permit Description	**Required for this Project (Y/N)**	**Entity Responsible for Obtaining Permit**
1.	CPCN	N	N/A
2.	CA	N	N/A
3.	Interconnection Substation Building Permit	Y	J704 Interconnection Customer
4.	Lead Line Roadway Access	Y	J711 Interconnection Customer*
5.	Lead Line Wetland Permit	Y	J711 Interconnection Customer*
6.	Storm Water Runoff Permit	Y	J711 Interconnection Customer and Transmission Owner (each for their respective facilities)*
7.	Temporary Bridge permit	TBD	J711 Interconnection Customer and Transmission Owner (each for their respective facilities)*
8.	DOT Work Within Right-Of-Way Permit	TBD	J711 Interconnection Customer*
9.	County Zoning Permit	TBD	J711 Interconnection Customer*
10.	FAA Non-obstructive Permit	TBD	J711 Interconnection Customer and Transmission Owner (each for their respective facilities)*
11.	Forest Service Application	TBD	J711 Interconnection Customer

* Pertains only to locating of the generator lead line.

Notes:

1. These permits are applicable to construction of substations and transmission lines only.
2. These permits are not all inclusive.
3. The need for wetlands and temporary bridge permit will be determined during detailed design.

Exhibit A14. Interconnection and Operating Guidelines

J711 Interconnection and Operating guidelines may include, but are not limited to, the following items. Other items, as applicable, will be defined in the System Impact Study.

Power Factor Range
The J711 generating facility will be required to provide a power factor capability of 0.95 leading (absorbing VArs) to 0.90 lagging (producing VArs) at the high side (138-kV side) of the GSU.

Low Voltage Ride-Through (LVRT)
The generation facility shall be provided with Low Voltage Ride-Through (LVRT) capabilities to remain in operation in the event of system disturbances as shown in NERC PRC-024-2. This will be for applicable NERC TPL-001-4 contingencies.

Operating to a Specified Voltage Schedule
The interconnecting customer must be capable of maintaining a voltage schedule that is specified by the Transmission Operator at the POI. Any generator interconnected to the ATC area is expected to maintain a voltage schedule target of 1.02 p.u. to facilitate transmission operations reliability. The customer shall operate their plant to maintain the specified voltage schedule while staying within the allowable power factor range.

Islanding Detection and Operation
The Interconnection Customer will be required to install additional protection systems to detect an island condition and trip off-line for this condition. Alternatively, the Transmission Owner will require the Interconnection Customer to curtail its generation for circumstances that could result in an island condition with the occurrence of the next contingency.

Subsynchronous Torsional Interaction (SSTI)
The J711 facility is not expected to experience SSTI.

Operating Guides
The Interconnection System Impact Study Report will address any operating guides necessary for J711.

Appendix B To GIA

Milestones

1. Selected Option pursuant to Article 5.1: Interconnection Customer selects the Standard Option as described in Article 5.1.1. Articles 5.1.2, 5.1.3 and 5.1.4 shall not apply to this GIA.

2. Milestones: The description and date entries listed in the following tables are provided solely for the convenience of the Parties in establishing their applicable Milestones consistent with the provisions of this GIA and the GIP. Milestone dates are assuming no additional work is needed due to SPS analysis and outages are available to accommodate the commissioning schedule.

A. Interconnection Customer Milestones

No.	Description	Date
1a.	Provide initial payment to Transmission Owner (GIA 11.5) of $379,452.00 plus the tax gross-up amount.	Within the later of a) 45 Calendar Days of the execution of the GIA by all Parties, or b) 45 Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) 45 Calendar Days of the filing if the GIA is filed unexecuted and the initial payment is not being protested by Interconnection Customer.
1b.	Provide security, *i.e.*, a guarantee, surety bond, letter of credit or other reasonably acceptable form of security to Transmission Owner (GIA 11.6).	Not applicable.
1c.	Provide to the Transmission Owner updated PSSE and PSCAD Model.	July 1, 2018.
1d.	Provide a Certified (Boundary) Survey Map, an Environmental Delineation (survey) of the property, soil borings near the location of the new transmission line structures and major Interconnection Substation Foundations, easement for Transmission Owner to access the interconnection substation property	Complete by J704.
2.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; thereafter, within 90 Calendar Days of end of fiscal year or insurance renewal date.
3.	i) Provide to Transmission Provider reasonable	Within 15 Business Days of

	evidence of continued Site Control. ii) Provide evidence of one or more of the following milestones being achieved: (1) execution of contract for (a) fuel supply or transport; (b) cooling water supply; (c) engineering procurement of major equipment or construction; (d) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an officer or authorized agent of Interconnection Customer attesting that the Generating Facility is included in an applicable state resource adequacy plan; or other information that Transmission Provider deems to be reasonable evidence that the Generating Facility will qualify as a designated network resource; or (2) documentation of application for state or local air, water, land, or federal nuclear or hydroelectric permits and that the application is proceeding per regulations (GIP 11.3).	Effective Date. Within 180 Calendar Days of Effective Date.
4a.	Provide cash payment in the amount of $746,282 (plus applicable tax gross-up) to Transmission Owner to commence design, equipment procurement and construction for Interconnection Facilities (GIA 5.5 and 5.6).	No later than December 1, 2018
4b.	Provide cash payment in the amount of $639,128 (plus applicable tax gross-up) to Transmission Owner to commence design, equipment procurement and construction for Interconnection Facilities (GIA 5.5 and 5.6).	No later than July 1, 2019
4c.	Provide cash payment in the amount of $131,614 (plus applicable tax gross-up) to Transmission Owner to commence design, equipment procurement and construction for Interconnection Facilities (GIA 5.5 and 5.6).	No later than August 1, 2020
5.	Pre-construction meeting.	As may be agreed to by the Parties.
6.	Provide initial design and specifications for Interconnection Customer's Interconnection Facilities interface, protection and control information sufficient to design Transmission Owner Interconnection Facilities and System Protection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	No later than 30 Calendar Days after effective date.
7.	Submit the required applications or requests to the Michigan Public Service Commission (if applicable) and any local Governmental Authorities necessary to seek approval of the construction of the Generating	No later than 10/2018 (9 months prior to TO construction start)

	Facility and associated facilities. This includes but is not limited to: storm water and erosion control permits, building permits, conditional use permits, Army Corp of Engineers permits, WI Department of Transportation permits, County Roadway permits.	
8.	Provide site access road which is acceptable to TO and is necessary to support the construction of the TO Interconnection Facilities and Network Upgrades.	Complete with J704
9.	Provide copies of customer IFC (Issued For Construction) drawings detailing electrical and physical interconnection between ICIF and TOIF to TO and TP	3/12/2019 (30 days prior to the TO completion of the IFC packages)
10.	Provide routine updates to Balancing Authority of anticipated in-service dates, from IC and TO, along with a maintenance agreement which defines switching and related issues at the IC Substation	Routine discussion after kickoff of the project until the Initial Synchronization Date.
11.	Provide Generator and GSU transformer modeling detail (See Transmission Owner Generating Facility Interconnection Guide Appendix B – nameplate data, as set forth in Exhibit C to this GIA) for review to TO and TP	No later than 9 months prior to the Backfeed date.
12.	Provide TO and TP the following information (or equivalent information appropriate for Generating Facility technology): • GSU transformer no load (fixed) tap setting and any under-load tap changing data, • Any additional reactive power compensation installed to meet the requirements of the Interconnection Agreement. The one-line diagrams shall indicate the connection of this additional reactive power compensation. The IC shall supply the reactive compensation control scheme, such as control block diagrams, logic diagrams, parameters and settings, and the electrical parameters of each reactive compensation device. The design of the Customer's reactive power compensation shall be consistent with the requirements of the Interconnection Agreement (e.g., if a STATCOM is needed), • 24/7 and emergency contact information from customer, • Generator and turbine manufacturer’s data sheets, • Generator normal and emergency high and low voltage limitations,	No later than 180 days prior to Initial Synchronization Date

	• Machine design: salient pole, round rotor or induction machine, • Generator capability curve, variations for ambient temperature, gas temperature, hydrogen pressure, etcetera, and excitation limiter curves, • Generator saturation curves, • Excitation control block diagram, • Protection settings/time delays:· Out of step, over-frequency, In the case of wind a generator, high frequency (step) ride through, Under-frequency, Volts/Hertz, Turbine rated and maximum power capability including a description of blades, as well as kVA at rated conditions, over-speed, reverse power, synchronizing, any generator protection that will respond to a fault on the transmission system, coordination (total) primary and backup clearing times associated with the generator step-up transformer and generator faults, • Excitation system settings/parameters, • Automatic voltage regulator calculation (if equipped with line drop compensation to schedule a voltage at the POI), • Automatic voltage regulator available operating modes (e.g. constant voltage, constant power factor, constant MVAR, etc.), • Governor control block diagram, • Governor settings/parameters, including regulation, • Expected MW response for a range of deviations in frequency (0.05 Hz drop, 0.1 Hz drop, .5 Hz drop, 1.0 Hz drop and 1.5 Hz drop), commonly referred to as “droop”, • Explicit indication of the installation of a power system stabilizer (such as installed and on; not installed; installed and off and type), • Power system stabilizer settings/parameters, • Power system stabilizer control block diagram, • Whether or not the power system stabilizers can be taken out of service or is an integral part of the functioning excitation system, • Transformer ratings including exceptions from nameplate,	

	• Transformer nameplate voltages, • Transformer normal and emergency high and low voltage limitations for all windings, • Transformer protection information, • Transformer winding configuration, • Voltage and frequency ride-through capability, • Acquisition of all customer owned interconnection facilities data (resistance, reactance, line charging, voltage regulation range, AMP/MVA equipment ratings, etc.) • Transformer impedance and X/R Ratio and base MVA, Special Protection Systems: setting and data	
13.	Provide to Transmission Owner: • Relay settings for IC owned relays. • Breaker data (interrupt time and rating, CT ratios, etc.) of IC owned breakers. One-line diagrams of the interconnection configuration (breakers, switches, etc.) including system auxiliary power facilities and collector bus system (including information on synchronization location and alternate paths for serving auxiliary loads)	No later than 3 months prior to backfeed date.
14.	Provide final design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	90 Calendar Days prior to initial synchronization date.
15.	Deliver to Transmission Owner and Transmission Provider "as-built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities (GIA 5.10.3).	Within 120 Calendar Days of Commercial Operation Date.
16.	Notify Transmission Provider and Transmission Owner in writing of Local Balancing Authority where Generating Facility is located (GIA 9.2).	Three months prior to Initial Synchronization Date.
17.	Provide to TO: • IC – TO System Protection coordination documentation, including a signed PRC-001 "Neighboring Entity Coordination Agreement" with current Substation. • List of people to be authorized for access during construction and operation.	No later than 1 month prior to Backfeed date.
18.	Provide "as-built" operating switching diagrams and documents (including field lables, substation descriptions, operating instructions, etc.), SCADA net and gross MW and MVAR for unit output, generator	No later than 14 days prior to Initial Synchronization Date.

	bus kV, generator breaker status, MW and MVAR aux load, AVR status, PSS status (if applicable) to TO.	
19.	Pre-energization meeting.	As may be agreed to by the Parties.
20a.	Original Backfeed date	9/23/2020
20b.	Original Initial Synchronization Date.	9/30/2020
21.	Provide to Transmission Owner the following: • Technical transformer energization study report • Sequence and size of the motors to be started for unit start-up • Transmission voltage requirement necessary for successful unit start-up • Voltage schedule	30 days prior to Commercial Operation date.
22.	If Generating Facility is a Blackstart unit, provide to Transmission Owner the following: • Type of start • Unit staffing • Remote start capability • Maximum summer output capability • Zero droop capability • MW/minute maximum ramp rate capability in zero droop automatic (isolated precise) operation • Minimum stable output level for up to 30 minutes and from 30-240 min • Maximum reactive power input (leading) and output (lagging) capability and 50% rated summer capacity • Number of starts unit can withstand (using batteries, etc) • Minutes to unit synchronization to Transmission System upon order from ATC • Minutes to unit being capabile of 25% rated load • Fuel storage on-site and expected hours at 50% capacity factor • Arrangements for fuel delivery to site for longer duration events • Back-up fuel source capability at 50% capacity factor (hours) • Environmental restrictions	Not Applicable.
23.	Provide to Transmission Owner documentation of	Prior to Commercial Operation

	function test for interface protection, control, and metering systems (TO to IC), documentation of BA metering and control systems, verification of function test for interface protection, control, and metering systems (TO to IC and IC to TO).	Date.
24.	Original Commercial Operation Date.	12/31/2020.
25.	Interconnection Customer shall provide the Parties with notice on the status of the Generating Facility, including COD, under Article 15 of this GIA and shall also send such notice by email to ResourceIntegration@misoenergy.org. Notification shall include Interconnection Customer's name, and as applicable Market Participant(s) name(s), and project number.	6 months prior to Initial Synchronization Date.
26.	Interconnection Customer shall provide notice to the Parties of a test plan in advance of conducting tests for the Generating Facility. The notice shall be in the form below and should be provided under Article 15 of this GIA, and a copy of such notice should be emailed to ResourceIntegration@misoenergy.org**.**	5 Business Days prior to testing.
27.	Provide to TO copies of customer "as-built" drawings and information listed below: • detailing electrical and physical interconnection between IC and TO, • Power system stabilizer tuning study, • Generator gross and net MW output levels. Data should be provided as measured gross at the generator terminals and net at the point of interconnection. Auxiliary peak loads and running power factor at the point of interconnection should also be provided. The data should be supplied for both minimum and nominal generation levels • Deliver to TO and TP (if requested) "as built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities (GIA 5.10.2), • "As-built" PSSE model, • "As-built" PSCAD model Further definition for the above information is found in the ATC Generation Interconnection Guidelines, found on the ATC website, atcllc.com and in Appendix C.	No later than 60 days after Commercial Operation Date.

28.	If MOD-032 required modeling data has changed after Generating Facility and Interconnection Facilities have been constructed, updates to modeling data for "as built" facilities shall be submitted to Transmission Provider's model on demand database for powerflow and/or TAMmodeling@misoenergy.org for dynamic stability modeling data.	Within 120 days of Commercial Operation Date.

B. Transmission Owner Milestones

No.	**Description**	**Date**
0.	Transmission Owner to enter Network Upgrade information into Transmission Provider's MTEP database and model on demand.	10 Business Days after Effective Date.
1.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; within 90 Calendar Days of end of fiscal year or insurance renewal date.
2a.	Commence design of Interconnection Facilities (GIA 5.5 et seq.).	Upon initial payment within 45 days of effective date.
2b.	Confirm Generator lead line design within a mile of the POI Substation	Prior to March 1, 2018.
3.	Commence equipment procurement of Interconnection Facilities and Network Upgrades.(GIA 5.5 et seq)	Upon receipt of the December 1, 2018 payment.
4a.	Commence construction of Interconnection Facilities and Network Upgrades (GIA 5.6 et seq.).	Upon receipt of the July 1, 2019 payment.
4b.	Commence commissioning of Interconnection Facilities and Network Upgrades (GIA 5.6 et seq.).	Upon receipt of the August 1, 2020 payment.
4c.	Comment on Interconnection Customer's final design and specifications for Interconnection Customer's Interconnection Facilities, SCADA and Communication	Within 30 Calendar Days of Interconnection Customer's submission of final design and specifications.
4d.	In-Service/Backfeed Date of TOIF and Network Upgrades	September 23, 2020.
5.	Deliver to Interconnection Customer and Transmission Provider "as-built" drawings, information and documents regarding Transmission Owner's Interconnection Facilities (GIA 5.11).	Within 120 Calendar Days of Commercial Operation Date.
6.	Confirm that the Interconnection Customer has demonstrated compliance with each	Upon receipt and approval of all data and testing identified in Section 6 of Appendix B

	reporting and testing requirement set forth in Section A of Appendix B in this GIA that are required before COD. Once confirmed, Transmission Provider will, as relevant here, authorize Interconnection Customer to proceed with the COD and will authorize the Customer ability to issue to Transmission Provider the Commercial Operation Date letter identified in Appendix E of this Interconnection Agreement	in this GIA.
7.	Provide Interconnection Customer final cost invoices (GIA 12.2 *et seq.*).	Prior to reimbursement of the amounts paid by Interconnection Customer to Transmission Owner in accordance with Attachment FF-ATCLLC of the Tariff.
8.	Refund overpayment of estimated costs (GIA 12.2).	90 Calendar Days prior to initial synchronization date. Refunds within 30 Calendar Days.
9.	Develop and provide Operating Guide to formalize operating restrictions for J711	Prior to Commercial Operation Date.

C. Affected System Owner Milestones

Task	**Date Due**

D. Transmission Provider Milestones

No.	**Description**	**Date**
1.	Transmission Provider to provide Operating Limit as applicable during and until all CUU are completed under J704 and J711 MPFCA	Quarterly.
2.	Transmission Provider to provide Notice to the Parties when unconditional interconnection service is achieved	Within 30 Calendar days of unconditional service being achieved.

Appendix B-1
To GIA
Pre-Certification Generation Test Notification Form

The following form would need to be submitted to MISO Real Time Operations at least five (5) Business Days prior to the first date of testing.

Project Number:

Project Name:

Point of Interconnection:

Dispatcher Contact Information:

Date	Start Time (in EST)	End Time (in EST)	Expected MW Output	Expected MVAR Output (Only needed if beyond normal power factor)

Exhibit B-2

Transmission Owner's Credit Standards

Transmission Owner generally requires a Letter of Credit in the form set forth at Exhibit B3, or cash deposits to provide financial assurance for the amounts due under the terms of the GIA, to be provided or the amounts increased as negotiated by the Transmission Owner and Interconnection Customer to reflect the financial protection to be provided by the Interconnection Customer as it is incurred or undertaken by Transmission Owner and as set forth in the Interconnection Customer Milestones including amounts associated with any Tax Gross Up Amount attributable to the Network Upgrades or Interconnection Facilities of Transmission Owner.

Transmission Owner will accept a Corporate Guarantee (in the form set forth at Exhibit B2), provided that Interconnection Customer is a wholly-owned subsidiary of the parent/guarantor. A Corporate Guarantee must specify the relationship between Interconnection Customer and the guarantor and must be duly authorized and signed by an officer of the guarantor. Furthermore, Transmission Owner may request an executed opinion from parent/guarantor's counsel with respect to the enforceability of the Corporate Guarantee and/or a corporate secretary certificate certifying that the execution, delivery and performance of the guarantee has been duly authorized.

Transmission Owner will accept a Corporate Guarantee in lieu of the appropriate Letter of Credit under the following circumstances:

Interconnection Customer must have a current credit industry rated short-term debt program that in the majority is rated by Standard and Poor's, a division of McGraw-Hill, Companies, Inc., Moody's Investor Services, Inc. or Fitch's Investor Service, Inc. (S&P, Moody's and Fitch's, respectively) at A3/P3/F3 or above and the parent/guarantor must have a current credit industry rated short-term debt program that in the majority is rated by S&P/Moody's/Fitch at A2/P2/F2 or above. These short-term ratings must remain in effect at all times throughout the term of the construction period provided for under the terms of the GIA.

An Irrevocable Letter of Credit used to provide the financial assurance required under this GIA shall be issued by a commercial bank organized under the laws of the United States or any state thereof, having a senior unsecured long-term debt rating of A- or better from Standard & Poor's Ratings Group, A3 or better from Moody's, Inc., or F3 or better from Fitch's and drawable in person in Milwaukee, Wisconsin or by facsimile representation for any other location. Any draw shall be made in immediately available funds. The Irrevocable Letter of Credit must clearly specify the "Issuer", the "Account Party", the "Beneficiary" and the dollar amount and terms for drawing. All costs associated with obtaining an Irrevocable Letter of Credit will be the sole responsibility of Interconnection Customer.

A Corporate Guarantee is acceptable in lieu of cash deposits or a Letter of Credit when the majority of Standard and Poor's, Moody's Investors Services, and Fitch Investors' Services, or

any successor rating agencies succeeding to them, rates the creditworthiness of the short term commercial borrowings of parent/guarantor at or above A-2, P-2, and/or F2 by such agencies and the majority of Standard and Poor's, Moody's Investors Services, and Fitch Investors' Services, or any successor rating agencies succeeding to them, rates the creditworthiness of the short term commercial borrowings of Interconnection Customer at or above A-3, P-3, and/or F3 by such agencies. In the event that the parent/guarantor has supplied a Corporate Guarantee and the majority of the ratings of the ratings agencies, or any successor rating agencies, on its short term commercial borrowings shall be less than A-2, P-2, and/or F2 by such agencies, the Interconnection Customer shall within ten days of such reduction in such rating provide to Transmission Owner an irrevocable Letter of Credit in an amount acceptable and in the form set forth at Exhibit B3 or sufficient cash deposits as a replacement for the Corporate Guarantee.

In the event that a Letter of Credit or cash deposit is required the amount of the cash deposit or face amount of the Letter of Credit shall be 80% of the estimated total cost of the Interconnection Facilities or Network Upgrades plus an amount equal to the Tax Gross Up Amount for 100% of the Interconnection Facilities and Network Upgrades if the construction is to be completed within 12 months of the date upon which the cash deposit or Letter of Credit is made or deposited, less any amounts previously paid by the Interconnection Customer, or collected pursuant to the Corporate Guarantee, or, in the event that the construction of the Interconnection Facilities or Network Upgrades will be completed over more than one year from the date the cash deposit is required or Letter of Credit is posted, then the amount of the Letter of Credit or cash deposit shall be at least fifty percent (50%) of the Transmission Owner's forecast of its costs and expenses for the next succeeding twelve month period plus an amount equal to the Tax Gross Up Amount for 100% of the Interconnection Facilities and Network Upgrades. Provided, however, that if the rating by a majority of the credit rating agencies on the short term commercial borrowings of the Interconnection Customer shall fall below A-1, P-1 and/or F1 by such agencies, then amount of the cash deposit or Letter of Credit shall be 100% of the forecast of Transmission Owner's costs and expenses for the next succeeding calendar year, or until such time as the majority of the credit rating agencies rating Interconnection Customer's short term commercial borrowings shall provide a rating of A-1, P-1 and/or F1 or above. Within ten (10) days of the majority of the Interconnection Customer's short term commercial borrowings rating falling below A-1, P-1 and/or F1 (or increasing to (A-1, P-1 and/or F1 or better), the Required Stated Amount shall be increased or decreased, as the case may be.

Interconnection Customer shall notify Transmission Owner in writing within ten days of any negative change in any of the ratings of short-term commercial borrowings of Interconnection Customer or parent/guarantor by any of the credit ratings agencies. If the change is a decrease that would require either a replacement of the Corporate Guarantee with a Letter of Credit or cash deposit, or an increase in the amount of the Letter of Credit or cash deposit, Interconnection Customer shall supply such Letter of Credit or increased Letter of Credit within 10 days of the date of the change in Interconnection Customer's credit rating. If a Letter of Credit or cash deposit is required to be supplied in replacement of a Corporate Guarantee, Transmission Owner shall return the original Corporate Guarantee to Interconnection Customer upon receipt of the Letter of Credit. If the change in credit rating is an increase in Interconnection Customer's credit rating or parent's/guarantor's by any of the credit ratings

agencies that would permit Interconnection Customer to decrease the amount of the Letter of Credit, or substitute a Corporate Guarantee for a Letter of Credit, then Interconnection Customer, at its option, may at any time provide such revised Letter of Credit or Corporate Guarantee provided it conforms to the requirements of this GIA, and provided further that prior to the substitution of a Corporate Guarantee the parent/guarantor's credit rating has not decreased below a level that would permit such replacement. If Interconnection Customer is entitled to supply a Corporate Guarantee as a result of such change, Transmission Owner shall return to Interconnection Customer the original Letter of Credit or cash deposit upon receipt of such Corporate Guarantee. It is understood between the Parties that the credit rating of Interconnection Customer or parent/guarantor may change over time, and this provision may be applicable to more than one change in the credit ratings of Interconnection Customer or parent/guarantor.

Exhibit B-3 CORPORATE GUARANTY

This Guaranty is entered into this ____ day of _____, 2008 by _____, a _____ corporation (its successors and assigns, the "Guarantor"), in favor of American Transmission Company LLC and ATC Management Inc. (Collectively with their successors and assigns referred to as, "the Guaranteed Party").

A. Company Name ( ), is a _____ corporation and is a wholly owned subsidiary of Guarantor (Referred to with its successors and assigns as "_____").

B. _____ and the Guaranteed Party have entered into an interconnection agreement (Agreement) relating to the interconnection of certain proposed generating facilities to be interconnected to the transmission system owned and operated by the Guaranteed Party.

The J_____ project interconnection agreement has been executed by the parties as of _____ for filing with the Federal Energy Regulatory Commission.

C. As consideration for the benefits that Guarantor will receive as a result of _____ executing the Agreement with the Guaranteed Party, Guarantor is willing to guarantee _____'s payment obligations under the terms of the Agreement, and Guarantor has all necessary corporate power and authority under its Certificate of Incorporation or its By- Laws and all applicable laws to enter into this Guaranty and to perform its obligations hereunder, and the execution, delivery and performance of this Guaranty by the Guarantor has been duly authorized by all necessary corporate action.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby unconditionally guarantees the prompt, faithful and full payment of all indebtedness that now is or may hereafter become due and payable from _____ to Guaranteed Party under the Agreement in accordance with all of the terms and conditions of the Agreement. Guarantor further promises to pay reasonable attorney's fees and costs incurred by the Guaranteed Party in enforcing such payment against Guarantor.

1. This Guaranty shall be a continuing guaranty of payment and not of collection up to the Required Stated Amount as determined under the Agreement. It shall remain in full force and effect until _____, unless terminated by Guarantor as provided in this Guaranty. Guarantor may terminate this Guaranty by providing Guaranteed Party with thirty (30) days written notice, provided, however, that such termination shall not be effective and shall not relieve Guarantor of any liability under this Guaranty unless and until Guaranteed Party shall have received additional financial assurance from _____ satisfactory to Guaranteed Party in accordance with the terms of the Agreement. Upon termination, Guarantor shall have no liability after its termination with respect to payments required of _____ under the Agreement for liabilities incurred by Guaranteed Party after the effective termination date of this Guaranty

but shall have liability for any liabilities incurred by Guaranteed Party prior to such termination and shall have liability for all payments required under the Agreement due at the time of such termination or which become due after the effective date of the termination unless such liabilities and payments are covered by such other additional financial assurance. The maximum aggregate liability of Guarantor under this Guaranty is limited to the highest Amount due to Guaranteed Party under the Agreement.

2. Guarantor shall not be discharged or released from its obligations under this Guaranty, by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of _____ or by any defense which _____ may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding, including without limitation, the rejection of the Agreement as an executory contract.

3. The Guarantor waives notice of acceptance of this Guaranty and notice of all defaults or disputes with _____. The Guarantor consents to and waives notice of all change of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, or any other form of obligation for _____'s indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements.

4. The Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which _____ may have to payment of any indebtedness under the Agreement, other than (a) defenses arising from the bankruptcy or insolvency of _____, and (b) any other defenses expressly waived by _____in its contract with the Guaranteed Party or otherwise waived in this Guaranty.

5. Guaranteed Party agrees to use reasonable efforts to inform Guarantor in writing of any dishonor or default by _____ at least four (4) days prior to making demands on Guarantor for payment under this Guaranty. However, Guaranteed Party shall not be required to so inform Guarantor as a prerequisite to making demands on Guarantor for payment under this Guaranty, or enforcing any other of Guaranteed Party's rights and Guarantor's obligations under this Guaranty.

6. Demands on Guarantor for payment under this Guaranty shall be in writing and delivered by mail or facsimile to:

Company Name Street Address ATTN:
Phone: Fax:

7. This Guaranty may not be assigned by either Party without the prior written consent of the other Party.

8. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, DISREGARDING,

HOWEVER, ANY CONFLICT OF LAWS PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF SOME OTHER STATE, AND IS INTENDED TO BE PERFORMED IN ACCORDANCE WITH, AND TO THE EXTENT PERMITTED BY, SUCH LAWS.

9. This Guaranty contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, agreements and guaranties between the parties relating thereto. Guaranteed Party agrees that any such prior guaranties are revoked and replaced by this Guaranty.

10. If any one or more provisions of this Guaranty shall for any reason or to any extent be determined invalid or unenforceable, all other provisions shall, nevertheless, remain in force and effective.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty on this _____ day of _____, 2017.

GUARANTOR:

By: _____
Title: _____

Exhibit B-4

FORM OF LETTER OF CREDIT IRREVOCABLE
STANDBY LETTER OF CREDIT
NO. _____

[Date]
American Transmission Company LLC American Transmission Co.
W234 N2000 Ridgeview Parkway Court
P.O. Box 47
Waukesha, WI 53187-0047
Attention: Treasury Manager

Dear Sir:
We hereby establish, at the request and for the account of {Company Name} (the "**Company**"), in your favor, as provided for under the Generation-Transmission Interconnection Agreement dated as of _____, 20XX [("**the Interconnection Agreement**")] made by you and the company, our Irrevocable Standby Letter of Credit No. _____, in the amount of U.S. $[X,000,000.00], effective immediately and expiring at the close of banking business at the counters of **[Issuing Bank]** in **[Chicago, Illinois] [Milwaukee, Wisconsin],]** on **[date at least one year after issuance]** (the "**Original Expiry Date**").
This Letter of Credit shall be automatically extended for an additional period of one year from the Original Expiry Date or any future expiry date to which such Original Expiry Date shall have been automatically extended, unless at least 60 days prior to any such expiry date, we send you notice in writing, by certified mail, return receipt requested, or courier service, that we elect not to renew this Letter of Credit for any such additional period (the Original Expiry Date, as extended pursuant to this sentence, is referred to as the "**Stated Expiry Date**"). Upon receipt of such notice you may draw for an amount not to exceed the balance remaining in this Letter of Credit at any time on or prior to the current expiry date.
We hereby irrevocably authorize you to draw on us, in an amount not to exceed the amount of this Letter of Credit set forth above and in accordance with the terms and conditions hereinafter set forth, in one or more drawings, each by your draft drawn on us and accompanied by (i) your written and completed certificate purportedly signed by one of your authorized officers in substantially the form of Annex A attached hereto and (ii) in the case of the final drawing, the original of this Letter of Credit. Each such draft must be marked "Drawn under **[Issuing Bank]** Irrevocable Standby Letter of Credit No._____."
We engage with you that any draft under and in compliance with the terms of this Letter of Credit will be duly honored as hereinafter provided on presentation to us at **[Issuing Bank address in Chicago, Illinois, or Milwaukee, Wisconsin,]** on or before the close of banking business on the earlier of (i) the Stated Expiry Date and (ii) such earlier date on which this Letter of Credit automatically terminates pursuant to the terms of the next succeeding paragraph. If we receive your draft and certificate at such office, all in conformity with the terms and conditions of this Letter of Credit, not later than 11:00 A.M. (**[Chicago, Illinois][Milwaukee, Wisconsin]**

time), we will honor the same on the same day by payment made by wire transfer of immediately available funds in accordance with the payment instructions set forth in your certificate. If we receive your draft and certificate at such office, all in conformity with the terms of this Letter of Credit, after 11:00 A.M. ([**Chicago, Illinois][Milwaukee, Wisconsin]** time), we will honor the same on the next succeeding banking day by payment made by wire transfer of immediately available funds in accordance with the payment instructions set forth in your certificate.

Partial drawings are allowed under this Letter of Credit. In the event of any partial drawing, the amount which may be drawn by you under this Letter of Credit shall be automatically reduced without amendment by the amounts of any drawings paid hereunder.

Upon the earliest of (i) our honoring your draft(s) presented hereunder for the full amount then available to be drawn hereunder, (ii) the date on which this Letter of Credit is surrendered to us with a written notice from you that this Letter of Credit is being returned to us for cancellation, (iii) the date on which we receive written notice form you that an alternate letter of credit or other credit facility has been substituted for this Letter of Credit and (iv) the Stated Expiry Date, this Letter of Credit shall automatically terminate.

This Letter of Credit is transferable in its entirety by you only to your successor under the terms of the Interconnection Agreement, provided that you certify to us that such transferee has succeeded you under the Interconnection Agreement and you and such successor party comply with our usual and customary procedures for transfer. The original Letter of Credit, together with all original amendments (if any) must be returned to us with the completed transfer form.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Interconnection Agreement), except only the certificates and the drafts referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except for such certificates and such drafts.

This Letter of Credit is subject to the rules of the "International Standby Practices 1998" ("**ISP98**") or such later revision as may be published by the Institute of International Banking Law & Practice. This Letter of Credit shall, as to matters not governed by ISP98, be governed by, and construed and interpreted in accordance with the laws of the State of **[Illinois][Wisconsin][New York],** including the Uniform Commercial Code as in effect in the State of **[Illinois][Wisconsin].**

Very truly yours,

[ISSUING BANK]

By: _____

Name:

Title:

Exhibit B-4 – Annex A
Form Letter of Credit - Annex A

CERTIFICATE OF INCUMBENCY

The undersigned, William Marsan, of ATC Management Inc., hereby certifies that the following named agents are duly appointed, qualified and acting in the capacity set forth opposite his/her name, and the following signature is the true and genuine signature of said officer.

Name	**Title**	**Signature**
Michael Hofbauer	Executive Vice President, CFO and Treasurer	
Chris Zibart	Deputy General Counsel	

IN WITNESS WHEREOF, _____ has caused this Certificate of Incumbency to be executed by its agents duly authorized this_____day of_____, 201X.

_____

By: _____

Name: _____

Title: Vice President and General Counsel

Appendix C To GIA
Interconnection Details

ATC Generating Facility Interconnection Guide is added below.
Revision 7.0

Generating Facility Interconnection Guide

AMERICAN TRANSMISSION COMPANY

Generating Facility Interconnection Guide
(An ATC Business Practice)

Revision 7.0
December 16, 2016

American Transmission Company
W234 N2000 Ridgeview Parkway Court
Waukesha, WI 53188-1022

American Transmission Company (ATC) is a member of the Midcontinent Independent System Operator (MISO)[1]. ATC owns, plans, constructs, operates, maintains and will expand its transmission facilities to provide adequate and reliable transmission of power. ATC provides nondiscriminatory service to all customers, supporting effective competition in energy markets without favoring any market participant. ATC owns approximately 9,530 miles of transmission lines and 530 substations in portions of Wisconsin, Michigan, Minnesota and Illinois and is interconnected with more than 60 Generating Facilities owned by municipalities, cooperatives, independent power producers and investor-owned utilities. In general, ATC accommodates additions or modifications for generation customers according to the requirements of Attachment X of MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff. ATC will collaborate with MISO and the Customer in development and implementation of the appropriate interconnection solution in response to the Customer's requested need. The Customer is directed to MISO for formal submittal of an Interconnection Request for a Generating Facility for each of the following types of projects:

1. Interconnection of new generating capacity to the Transmission System.
2. Modifications[2] to existing interconnected Generating Facilities, as defined by MISO.

This Generating Facility Interconnection Guide is intended to supplement MISO requirements and address ATC's role within that process.

Any questions or requests for additional information concerning Generating Facility interconnection to the Transmission System should be directed to:

gioanotices@atcllc.com
ATC Interconnection Services
262-506-6700

[1] Capitalized terms are defined in the Glossary in Appendix A of this Guide or in Attachment X of MISO's Open Access Transmission and Energy Markets Tariff.

[2] It is possible that the Customer may have a proposed modification that MISO would not consider a "Material Modification" or "substantive modification to the operating characteristics of an existing Generating Facility" according to Section 2.1 of Attachment X of the MISO Tariff, but may otherwise have an impact on the Transmission System or generation-transmission interconnection. Consult Section 7.0 and Appendix B of this Guide for ATC's requirements pertinent to such proposed modifications.

Table of Contents

Introduction

1.1 ***Purpose***

As a transmission-only utility, ATC partners with its interconnected and interconnecting Customers for long-term, successful Generating Facility Interconnections. This Generating Facility Interconnection Guide describes the minimum requirements for the connection of generation to the Transmission System. Additional specific interconnection facility requirements may be identified during studies conducted in connection with the particular Customer-proposed project. The Federal Energy Regulatory Commission (FERC) set forth the process for interconnection of generation to the Transmission System in its Order No. 2003 and, for non-synchronous generation, in its Orders No. 661 and 661-A.[3] This process is administered by the Midcontinent Independent System Operator (MISO) according to the Attachment X Generator Interconnection Procedures (GIP) of its Open Access Transmission, Energy and Operating Reserve Markets Tariff (Tariff). The GIP governs the interconnection of new or increased generating capacity to the transmission facilities subject to MISO Tariff, including ATC's Transmission System. The minimum facility requirements described herein are consistent with the Facility Interconnection Requirements promulgated in Mandatory Reliability Standard FAC-001 Requirement R1 (as modified from time-to-time).

New Generation

The primary application of this Guide is for the interconnection of new generating capacity. New interconnections at existing substations will be designed utilizing this Guide while accommodating previous interconnection requirements and limitations.

Existing Generation

It is essential that the Customer and ATC maintain updated detail on the characteristics of Generating Facilities interconnected to the Transmission System. Modification of an existing Generating Facility may impact the Transmission System, the interconnection service provided to the Customer or other Customers at other locations. Therefore, the Customer is to notify ATC of planned or proposed modification according to Section 7 of this Guide and ATC will provide guidance on how to proceed.

Distribution-Connected Generation

This Guide does not apply to generation connected to distribution systems that are themselves interconnected to the Transmission System (generally those operating at voltages below 50 kV). For information concerning such distribution-connected generation, reference the *ATC Load Interconnection Guide* on the ATC Web site at http://www.atcllc.com/customer-relations/connecting-to-the-grid/.

[3] *Standardization of Generation Interconnection Agreements and Procedures*, Order No. 2003 *et seq*, Fed. Reg. Vol. 68, No. 160 (August 19, 2003), Order 661, 111 FERC ¶ 61,353 (June 2, 2005) and Order 661-A, 113 ¶ 61,254 (December 12, 2005).

1.2 *ATC's Role*

The ATC Interconnection Services group coordinates ATC's collaboration with the Customer and MISO throughout the following processes:

New Generation

As coordinated with MISO, ATC performs the Interconnection System Impact Study and Facilities Study within the GIP Definitive Planning Phase. ATC also performs verification analysis prior to commercial operation of the Generating Facility using the Customer's final as-built information to ensure that the Generating Facility characteristics, as were provided by the Customer for the interconnection studies, are consistent with the Facility, as installed. Additionally, ATC will review the role of any proposed Generating Facility in ATC's Black Start System Restoration Plan.

Existing Generation

For Customer planned or proposed modifications to existing Generating Facilities that may potentially impact the Transmission System or interconnection, ATC will perform analysis as described in Section 7 of this Guide to determine impacts and the time and costs of associated upgrades.

1.3 *Legal and Regulatory Requirements*

1.3.1 FERC

Throughout the interconnection process, ATC adheres to the FERC Standards of Conduct[4] as well as the rules relating to critical energy infrastructure information. If the project is for a new customer of ATC's a new G-T IA will need to be filed with FERC before the facility is energized. A Standards of Conduct Agreement (SOCA) will also be needed between the parties.

1.3.2 State

The states in which ATC operates have their own requirements for generator siting and construction. This Guide is not intended to describe those requirements. The Customer will be responsible for compliance with the specific state requirements and processes. Further information regarding these requirements and processes is available from the pertinent state regulatory agency:

- Public Service Commission of Wisconsin - http://www.psc.wi.gov/
- Michigan Public Service Commission - http://www.michigan.gov/mpsc/
- Minnesota Public Utilities Commission - http://www. .mn.gov/puc//
- Illinois Commerce Commission - http://www.icc.illinois.gov/

[4] Order No. 888, 61 FR 21540 (May 10, 1996)

1.3.3 NERC

ATC is registered as a Transmission Owner, Transmission Operator and Transmission Planner, with both the Midcontinent Reliability Organization (MRO) and Reliability*First* Corporation (RFC) under the requirements of the electric reliability organization, the North American Electric Reliability Corporation (NERC).

ATC and the Customer will plan, design, construct, own, operate, and maintain their respective facilities within the Transmission System, Interconnection Facilities, and Generating Facility consistent with applicable Reliability Standards.

2 NEW OR MODIFIED GENERATING FACILITY INTERCONNECTION PROCESS

The specific steps and requirements of the process for interconnecting new generating capacity to ATC's Transmission System are set forth in detail in MISO's Business Practices Manual (BPM) – Generator Interconnection. This guideline is intended to provide further information concerning how ATC can assist the Customer throughout this process.

2.1 *Initiation and Development*

A Customer request for interconnection to MISO begins the MISO Pre-Queue and Application Review process. The specific requirements of the interconnection request are available on the MISO website Generator Interconnection page at:

https://www.misoenergy.org/Planning/GeneratorInterconnection/Pages/GeneratorInterconnection.aspx

In addition to the formal mechanisms, ATC encourages communication throughout the process and offers meeting with prospective generator Customers prior to and during the development of the interconnection request.

2.2 *Interconnection Studies*

2.2.1 MISO Related Interconnection Studies

ATC will work with the Customer throughout the study process. The basic process involves:

a. Application Review

b. System Planning and Analysis (the SPA)

- Feasibility study will be performed by MISO to test the system readiness for an interconnection.

c. Definitive Planning Phase (DPP)

- Interconnection System Impact and Facilities Studies with Technical and

Non-technical milestones will need to be met to transition to the DPP.

- Interconnection Facilities Study is an engineering report with scope, schedule and cost estimates for design and construction of the Network Upgrades and Interconnection Facilities.

The Customer may consult the MISO BPM for Generator Interconnection for further details on milestones and the scope, timeframe and deposits required for each of the Interconnection Studies.

2.2.2 Other ATC Interconnection Studies and Considerations

The power generation and transmission landscape is rapidly evolving due to the growing use of new and emerging technologies. While the use of these technologies provides unique benefits, if not properly applied, their interactions with the system can outage or damage equipment or result in degraded system performance. To ensure that this does not occur, special studies are often required that have not traditionally been part of the planning process. This section is intended to provide an introduction to these studies, the phenomena they analyze, and when they might be required. It is not meant to be an exhaustive list of all possible new concerns or types of studies but rather a high level overview to illustrate the possible and probable areas of concern.

The implementation of new generation or transmission devices utilizing power electronic conversion equipment is one example of a situation which may require additional special studies. Alternatively, the siting of new traditional generation or transmission devices near existing devices with power electronic conversion equipment may also require additional studies.

The special studies are typically electro-magnetic transient (EMT) studies which ATC prefers to perform using the PSCAD/EMTDC software. As such, appropriate detailed PSCAD models will be required to be delivered for all projects which utilize power electronic converter based technologies. The use of a generic PSCAD model will typically not produce simulation results of acceptable accuracy. Models using binary/DLLs of the actual control and protection code from the converters and control and protection systems are usually required to accurately model complete device control details. Acceptability of specific models will be determined when they are delivered. ATC can be contacted to provide more detailed information on PSCAD model preferences and supported simulation features.

The specific types of studies of concern may include, but are not limited to, the following:

- Studies required in “weak grid” conditions
    - Control interactions between multiple nearby power electronic or converter based devices (type 3 or 4 wind machines, solar PV, HVDC, STATCOM, SVC, etc.)
    - Sub-synchronous studies (near converter based generation, HVDC, SVCs, STATCOMs, etc.). For example, Sub-Synchronous Torsional Interaction

(SSTI), Sub-Synchronous Resonance (SSR), Sub-Synchronous Oscillations (SSO), Sub-Synchronous Control Interaction (SSCI), etc.
    - Fault ride through performance verification (eg. to support FERC order 828, PRC-024-2, etc.). This could be especially applicable to converter based generation which may have unusual responses during and after fault conditions.
    - Other "weak grid" related studies for devices connecting to an area with low short circuit strength (voltage regulation, other control or protection system tuning, etc.)
- Control interaction studies required for non-weak grid conditions (eg. power electronic/converter devices in close proximity to each other, etc.)
- Power quality around generators or other devices utilizing power electronic converters; especially those with IGBTs. This includes harmonics, interharmonics, and other applicable power quality topics. This may apply to power electronic or converter based devices (type 3 or 4 wind machines, solar PV, HVDC, STATCOM, SVC, etc.)

Screening level studies and engineering judgment will be used, as appropriate, to determine the depth and breadth of detailed analysis required for the concerns and topics outlined above.

2.3 *Data Requirements*

Information is required from the Customer during the interconnection study process under the GIP and throughout the life of the interconnected operation of the Generating Facility. Generally, the information required during the GIP is noted in Table 2-1 below. Additional details are included in Appendix B of this Guide. Section 7 of this Guide addresses ATC's process for working with Customers to manage and maintain accurate data once new generating capacity achieves Commercial Operation.

Table 2-1: MISO Generator Interconnection Process Summary

Process	Components	Required Information
Pre-Queue and Application Review	- Pre-Queue Discussions - Application to MISO - Meet Milestone 1 (M1) - Feasibility Study - G-T Study Process Path Decision (SPA or DPP)	Generic stability model; Point of Interconnection (POI); impedance to POI; one-line diagram; generation output; step-up transformer data; proof of site control
System Planning & Analysis (SPA)	- System Impact Study	Generating Facility unit ratings, exciter data, reactance, time constants and curves; step-up transformer data; governor data; excitation system data; wind farm specific data.

Definitive Planning	- Meet Milestone 2 (M2) - SPA Review and Potential Restudy (if SPA path taken) - Abbreviated System Impact Study (if SPA path not taken) - Meet Milestone 3 (M3) - Facilities Study - IA Negotiation	M2 - Detailed stability model; definitive POI; definitive one-line diagram: definitive generation output; proof of site control; necessary permits; regulatory approval; board approval; M2 deposit M3 – one of three: (1) Deposit equal estimated cost of Network Upgrades, (2) Power purchase agreement or evidence of inclusion in state resource adequacy plan, or (3) Evidence of turbine order.
Construction		Any required technical data, including: - Interconnection substation location and detail - Preliminary and final design

2.4 ***Interconnection Agreement***

After the Interconnection Studies are completed and prior to final design and construction of any required Network Upgrades, the Customer, ATC and MISO will execute a Generator Interconnection Agreement (GIA). The GIA sets forth a schedule of milestones for the construction of the Interconnection Facilities and Network Upgrades necessary to interconnect the proposed new generating capacity, as determined by the Interconnection Studies. The schedule reflects the expected time to obtain all necessary governmental and regulatory approvals and permits required for the construction and operation of the Generating Facility, Interconnection Facilities, and Network Upgrades.

The GIA also establishes the terms and conditions for the interconnected operation of the Generating Facility including, among other things, operational coordination, outage scheduling, coordination of planned and emergent maintenance, future modifications, billings and payments and other communications and coordination procedures. Some additional detail in this regard is provided in Section 7 of this Guide.

2.5 ***Coordination with Local Utilities***

Generating Facility interconnection projects require significant coordination with other local utilities. As a transmission-only company, ATC does not provide local distribution utility services, but as a business partner, ATC supports the integration of new generation into its territory. The Customer is responsible for compliance with the requirements of the local distribution utilities and while this Guide is not intended to describe those requirements in detail, there are a number of typical issues that warrant consideration early in the interconnection process.

a. Facilities locations and potential conflicts

- Overhead distribution facilities
- Underground distribution facilities
- Delivery route for large equipment, including "crane-walk" plans for equipment installation

b. Metering

- Balancing authority metering[5]
- Revenue metering

c. Temporary (construction) and permanent service

- Auxiliary power

3 DESIGN REQUIREMENTS

3.1 *Interconnection Configuration*

3.1.1 Minimum Configuration

The configuration of the interconnection substation will depend on several factors including, but not limited to the number and size of generating units connected, the nominal voltage of the transmission facilities to which the generation is being interconnected, the number of transmission outlets either existing or required and whether or not any of the transmission lines are part of a black start system restoration path. The configuration of the Interconnection Facilities will be determined through the study process. However, the exact transmission line and substation locations may be modified during the detailed design and regulatory process.

As shown in Figure 1, for interconnection to the Transmission System at voltages of 100 kV and above, the minimum configuration for the ATC interconnection substation will be a three-position ring bus. Straight bus configurations may be considered for interconnection at voltages below 100 kV, subject to the provisions of Section 7.6 of this Guide. As shown in Figure 2, an ATC-owned circuit breaker and disconnect switch in series with the Customer's transformer circuit breaker as part of the ATC Interconnection Facilities will be required for any straight bus configuration. As shown in both Figure 1 and Figure 2, for all interconnections, the Customer will, at minimum, procure, install, own and maintain a circuit breaker and disconnect switch between the Point of Change of Ownership (PCO) and the Customer's transformer (step-up or auxiliary) to

[5] Consult ATC's Coordination of Balancing Authority Business Practice for guidance on the coordination of Balancing Authority Area (BAA) facilities associated with generator interconnections.

transmission voltage to be located in the Customer's substation.

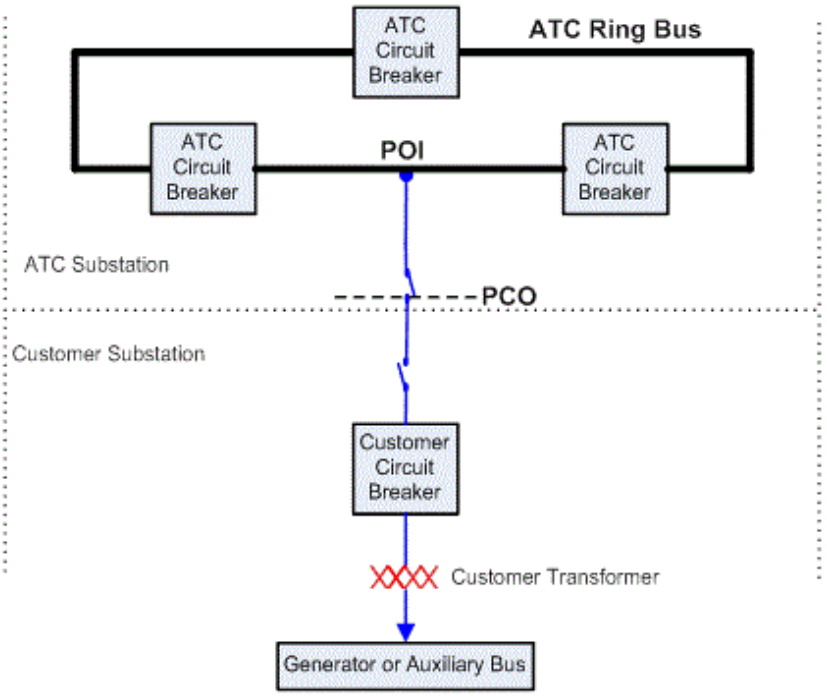


Figure 1 Minimum configuration for interconnection at 100 kV and above

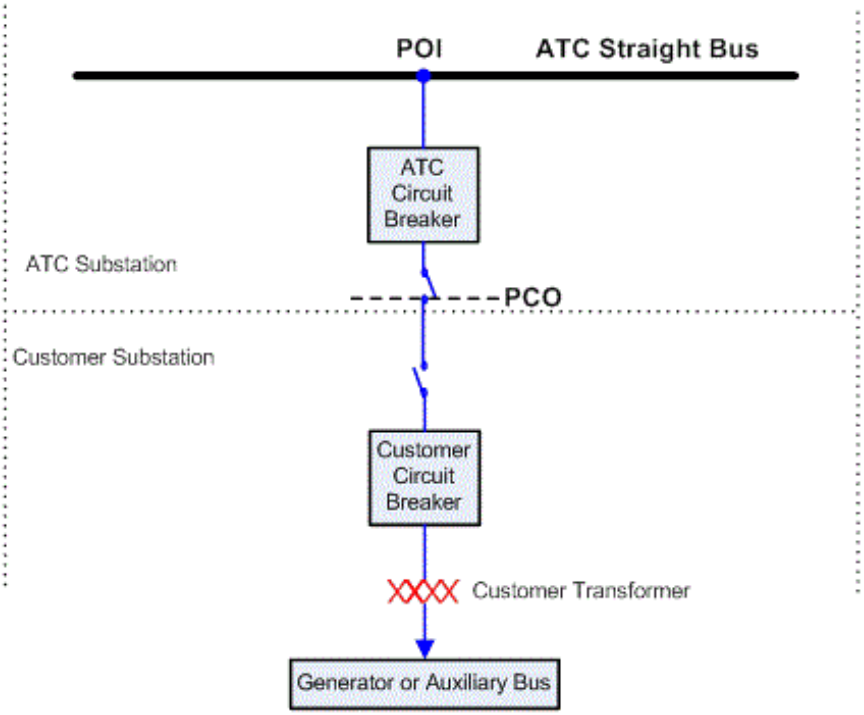


Figure 2 Straight bus configuration

3.1.2 Proximity of ATC and Customer Substations

For an ATC interconnection substation built adjacent to the Customer's substation, the connection between the ATC network bus and the Customer's substation will be considered by ATC as a bus extension and a bus protection scheme will be required. However, if the substations are not adjacent, the connection will be considered a line, not a bus extension and a line protection scheme will be employed by ATC.

3.2 ***Demarcation and Ownership***

The Point of Interconnection (POI) will be the point at which the ATC Interconnection Facilities connect to the ATC interconnection substation bus. The PCO will be at the point at which the strain bus from the Customer's substation connects to the dead end structure of the ATC Interconnection Facilities located in the ATC interconnection substation. In the event that the interconnection is via rigid bus conductor, the PCO will be the terminal connection of ATC's switch in the ATC interconnection substation.

3.3 ***Substation Site***

ATC's interconnection substation will be designed as an entirely separate substation from the Customer's substation. It is recommended that the Customer provide a suitable site for the ATC interconnection substation. The Customer will be required to convey to ATC all necessary easements, in a form acceptable to ATC, over all property owned, leased or otherwise controlled by the Customer, including easements for ingress and egress to permit ATC access to all of the ATC Interconnection Facilities and Network Upgrades, which are on the property of the Customer. Additionally, the site that the Customer provides to ATC must be sufficiently large enough to accommodate the present and future uses of ATC and meet the rough grading requirements of ATC. ATC design expectations and review of rough grading will be detailed in the GIA Milestone tables in Exhibit B. The Customer will be responsible for obtaining all necessary zoning, building, environmental, storm water retention or detention and other permits or approvals. The specific real estate requirements will be determined during the detailed design. If the Customer's substation is adjacent to the ATC interconnection substation, a fence separating them will be required. ATC will design, own and maintain this common fence according to its standards.

3.4 ***Power Factor***

ATC's standard power factor range for synchronous and non-synchronous (e.g., wind turbines) generation is 0.95 leading (when a Generating Facility is consuming reactive power from the Transmission System) to 0.90 lagging (when a Generating Facility is supplying reactive power to the Transmission System)[6]. The Generating Facility must be capable of maintaining a composite power delivery at a) the Point for Interconnection for

[6] These values have been approved by the FERC for use by ATC. (cf. FERC Orders ER05-1475 and ER06-866)

all synchronous generator and b) the high-side of the generator substation for all non-synchronous generator[7] across ATC's standard power factor range at all power output levels between 10% and the Generating Facility's maximum rated power output.For non-synchronous machines the studies will account for the net effect of all energy production devices on the Customer's side of the PCO.

3.5 *Low Voltage Ride-Through Capability*

All generators connected to the Transmission System must be capable of "riding through" disturbances that depress system voltages, as required by FERC Orders 661-A and 693. All generators must communicate the low voltage as-built ride-through capability of the Generating Facility following the Commercial Operation Date (COD).

3.6 *Generation Voltage, Reactive Power and/or Power Factor Control*

The Customer must design the Generating Facility such that controls are included on each generating unit to be interconnected to control voltage, reactive power, and/or power factor consistent with the requirements of the GIA and Section 7.2 of this Guide. Additionally, the Customer must design the Generating Facility to include provisions for power system stabilizers, except where exempted by the FERC. Depending on the size and location of the generator, a power system stabilizer may be required for interconnection.

3.7 *Power Quality, Voltage Flicker and Harmonics*

The design, energization and operation of any Generating Facilities must be consistent with ATC's Tariff-required Planning Criteria and Planning Guidelines PLG-CR-0004 and 0005 regarding power quality including harmonics; permissible voltage deviations, flicker and distortion; and distortion of current waveforms as measured at the POI. ATC's Planning Criteria and Operating Instructions are available upon request.

3.8 *Frequency*

The interconnected Transmission System has a nominal operating frequency of 60 Hz. The Customer will install both generation controls and protective relaying equipment necessary to maintain proper Transmission System frequency (cf. Section 0).

3.9 *Fault Current*

Customer facilities connected to ATC's Transmission System can be subjected to fault levels that are largely the product of system characteristics and interconnection impedance. The Customer's facilities must possess sufficient fault interrupting and momentary withstand ratings to meet the maximum expected fault current, with appropriate margin for future system growth. ATC will provide the transmission contribution to the fault current levels at the Point of Interconnection in the System Impact Study report and otherwise at the request of the Customer.

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[7] FERC Order No. 827

3.10 *Auxiliary Power*

The Customer shall procure its own primary and secondary sources of auxiliary power for its substation. ATC shall procure its own primary source of auxiliary power for the ATC interconnection substation. ATC may require the Customer to provide, at Customer's expense, a secondary source of auxiliary power to the ATC interconnection substation off of the Customer's substation equipment.

3.11 *Voltage Level*

New interconnections must effectively address the voltage requirements of both this section and Section 7.2. ATC operates transmission facilities predominantly at nominal system voltages of 69, 138, 345 kV. For the purposes of this guide, any reference to 138 kV voltage levels shall also encompass interconnections to ATC's 115 kV system as well. ATC will discuss with the Customer on a case-by-case basis requirements associated with interconnections to the relatively small amount of 161 and 230 kV facilities owned and operated by ATC.

3.12 *Basic Impulse Insulation Level*

ATC and the Customer must ensure that all equipment is adequately protected from excessive system over-voltages. This includes selection of equipment Basic Impulse Insulation Level (BIL) and protective devices (e.g. surge arresters) to achieve proper insulation coordination across the interconnection.

ATC designs its transmission facilities for the BILs shown in Table 3.1 below. Interconnections at 230kV or 161kV will be reviewed on an exception basis. New substations energized at 115 kV will be built to 138 kV system BIL. Additions to existing substations energized at 115 kV or 138 kV; with 550 kV BIL construction will be continued similar to their original design. In all other cases consideration will be given to the existing substation design.

Table 3.1: Basic Impulse Insulation Levels (BIL)

Nominal Operating Voltage (phase-to-phase)	345 kV	138 kV	69 kV
Basic Insulation Level (BIL)	1300 kV[1]	650 kV[2]	350 kV

1. In some remote locations and transformers a 1050 kV BIL may be acceptable.
2. In some remote locations and transformers a 550 kV BIL may be acceptable.

3.13 *Recommended Customer Step-Up Transformer Configuration*

ATC recommends that the Customer install a generator step-up or substation transformer with a high-side, nominal center tap, with two taps above and two taps below, each set at 2.5% of the nominal voltage. ATC also recommends a high-side grounded wye, transformer bank for interconnection of a generating unit. Any other transformer

configuration may require enhanced protection, as determined by ATC.

4 PROTECTION

4.1 *General*

All Generating Facility interconnections to the Transmission System shall be designed to avoid safety hazards or to avoid adversely affecting the quality of electric transmission service to ATC customers. Protective equipment may need to be added to standard ATC facilities to provide adequate protection of the Transmission System. Requirements for additional protective equipment will vary depending upon the amount of generating capacity being added and on the nature of ATC's local system.

4.1.1 Protective Relaying

As part of the protection facilities, ATC will design and construct a protective relaying scheme to protect the Transmission System from faults occurring on the Customer's Interconnection Facilities, the Generating Facility, ATC Interconnection Facilities, or the Transmission System. The Customer will be responsible for protecting the Generating Facility and all Customer Interconnection Facilities from faults occurring on its facilities or the Transmission System.

4.1.2 Protective Devices

The Customer will design, install, set, and maintain all protective devices necessary to protect the Generating Facility in accordance with ANSI/IEEE standards, Good Utility Practice(s), Applicable Reliability Standards, the Interconnection System Impact and Facilities Studies and applicable standards and guides. Protective devices, including those performing the protective functions required by ATC in accordance with this Guide, will be installed by the Customer to disconnect the Generating Facility from the Transmission System whenever a fault, abnormal operating condition or equipment failure occurs on or within the Generating Facility. The Customer will ensure that such protective devices and related equipment properly coordinate with ATC protective equipment, both locally and remotely and provide a comparable level of protection to the Generating Facility and the Customer Interconnection Facilities as is provided by ATC for the ATC Interconnection Facilities and Transmission System. The specific requirements and specific protective devices to be installed will be determined in the Interconnection Studies. Customer owned 345 kV and above breakers should be rated for the application; including generator synchronization.

4.1.3 ATC Protection Relay

The Customer will allow ATC to review the Generating Facility protection, control design and settings and their coordination, where applicable, with the ATC protective devices prior to and after the COD. ATC reserves the right to refuse to allow the Customer to initiate the tender of energy to the Transmission System if, in the judgment of ATC, the Generating Facility protection devices,

controls or overall protection methods do not adequately prevent the Generating Facility from introducing or causing an adverse impact on the Transmission System.

4.1.4 Protective Relay Requirements

Protective relays utilized by the Customer shall:

a. Meet or exceed ANSI/IEEE standards for protective relays (i.e., C37.90-1989, C37.90.1, C37.90.2, and C37.90.3).

b. Have the appropriate documentation covering application, testing, maintenance, and service.

c. Give positive indication of what has caused a trip (targets).

d. Have a means of testing that does not require disturbance to wiring (e.g. a draw-out case, test-blocks, test switches, etc.).

The Customer shall use microprocessor-based protective relays that include self-diagnostic abilities, sequence of events, event-recording capabilities, and operating flexibility.

4.2 ***Frequency Protection (IEEE 81)***

The design of the Generating Facility relating to over-frequency protection of the Generating Facility is discretionary with the Customer. However, the over-frequency protection used by the Customer will be provided to ATC. Under-frequency protection will be in accordance with the Applicable Reliability Standards.

4.3 ***Customer Breaker Failure Protection (IEEE 50BF)***

The Customer shall install a local dedicated 50BF breaker failure protective relay on its breaker on the high-side of the generator step-up transformer. The 50BF relay will be coordinated with ATC in order to trip adjacent substation breakers, in the event the generator breaker fails to successfully open for any reason.

4.4 ***Synchronism Check Relay (IEEE 25)***

The Customer will synchronize the Generating Facility to the Transmission System across the Customer-owned breaker installed on the high-side of the generator step-up transformer. The Customer shall provide a synchronism-check relay to supervise the automatic or manual synchronization of the Generating Facility to the Transmission System. Automatic synchronism-check relays will contain the manufacturer's optional voltage monitoring functions and supervise the closing of the circuit breaker. ATC will be entitled to review the settings and operation of the Generating Facility's synchronism check relay.

4.5 ***Bus Differential Protection (IEEE 87)***

The Customer shall provide a dedicated current transformer input to the ATC bus

differential protection scheme to provide coordinated bus differential protection of ATC's bus. This current transformer shall be placed in a manner to ensure that the bus differential protection overlaps the generator bus or step-up transformer protection.

4.6 ***Reverse Power (IEEE 32)***

The protection system for all combustion turbine generators connected to the Transmission System and the reverse power relay pickup shall be set no more than -7% of the machine rated MVA to protect the Transmission System from a possible voltage collapse due to the gas turbine high power consumption during motoring.

4.7 ***Power Transformer Ground Time Overcurrent Protection (IEEE 51N)***

The Customer shall install ground time overcurrent protection for all generator step-up and auxiliary power transformers to protect them from internal ground faults. Such protection will be coordinated with the backup ground time overcurrent protection.

4.8 ***Protection Redundancy***

In accordance with Good Utility Practice, the Customer shall design protection schemes such that no single component failure will prevent the isolation of faults and/or failed equipment. This may require providing redundant or backup protective schemes with separate sensing sources, separate trip paths, dual trip coils on breakers, separate control power supplies, etc.

4.9 ***Generator Tripping***

Each generating unit of the Generating Facility must be capable of disconnecting itself from ATC's Transmission System in the event of a system fault, abnormal operating condition or equipment or system failure. If the Generating Facility is a wind farm, it must be disconnected at the collector bus to remove the ground source of the collector to eliminate its contribution to a system fault, abnormal operating condition or equipment or system failure.

4.10 ***Recommended Generator Protection Functions***

ATC recommends the following protective functions, which may provide the Generating Facility with additional backup protection from transmission relaying malfunctions, misoperations, equipment or system failure.

4.10.1 Phase Distance (Impedance) Protection (IEEE 21)

The Customer's distance relay zone that extends into the Transmission System should be time-coordinated with line protective relays to assure transmission protection operates first. The time delay will be set higher than a second zone clearing time for a line fault (typically 20 cycles). Impedance protection is provided for a generating unit when transmission line(s) that connect it to the Transmission System are protected with phase distance relays.

4.10.2 Time Overcurrent with Voltage Control/Restraint (IEEE 51V)

The Customer's overcurrent relays that are voltage-controlled or voltage-restrained should be set below load current for adequate sensitivity to Transmission System faults while restraining operation under emergency overload conditions. To prevent miscoordination with transmission relaying, overcurrent relays should be sufficiently time-delayed. The time-delay setting should be based on the worst-case coordination with ATC protective relays, which is usually a delayed trip with breaker failure clearing times. Backup time overcurrent protection is provided for a Generating Facility when transmission line(s) that connect it to the transmission grid are protected by overcurrent relays.

4.10.3 Backup Ground Time Overcurrent Protection (IEEE 51N)

It is recommended that any backup ground time overcurrent protection operate for ground faults at the end of all transmission lines coming out of the Generating Facility and be set to coordinate with the slowest ground fault protection on the Transmission System. This relay is typically installed in the high-side neutral of the generator step-up transformer.

4.10.4 Negative Sequence Current (Unbalanced Load) Protection (IEEE 46)

The Customer should apply a negative sequence time overcurrent relay to protect the Generating Facility from external unbalanced conditions such as system phase-to-phase faults and open conductors that can damage a generating unit(s).

4.10.5 Out-of-Step (Loss of Synchronism) Protection (IEEE 78)

The Customer shall ensure that each generating unit is capable of separating from the Transmission System before an "out-of-step condition" or loss of synchronism can occur.

4.10.6 Voltage Balance (IEEE 60)

The Customer should ensure the following voltage-dependent protective functions are blocked when a loss of fuse is detected to prevent relaying misoperation:

a. Phase distance (impedance) protection (IEEE 21);
b. Under-voltage protection (IEEE 27);
c. Loss of field (under-excitation) protection (IEEE 40);
d. Time overcurrent with voltage control/restraint (IEEE 51V);
e. Under-frequency protection (IEEE 81).

4.11 *Transmission Line Automatic Reclosing Near Generating Facility*

The automatic re-closing of breakers on ATC transmission lines can be potentially damaging to Customer equipment that is in close electrical proximity to the lines. As a general policy, ATC will not eliminate automatic reclosing of overhead transmission lines near a Generating Facility because that could significantly affect the reliability of service to transmission customers. In order to mitigate possible negative effects of line automatic reclosing on generating facilities, ATC typically will not reclose lines for the most severe three-phase faults on the Transmission System and will reclose a line first at

a terminal remote from the Generating Facility bus, followed by synchronism check reclosing of the breaker at the Generating Facility bus. Automatic reclosing is single-shot and is blocked should a fault be of a permanent nature. ATC may install additional equipment to minimize the potentially adverse effects of automatic reclosing. This usually consists of communication and/or control equipment to disconnect the Generating Facility (or to confirm that it is disconnected) before an ATC line is reclosed.

In cases where the ATC interconnection substation has two transmission outlets, a line side single-phase voltage-sensing potential device will be installed at the remote terminal of each line. Additionally, the automatic reclosing scheme at the remote terminal of each line will support disabling automatic reclosing via supervisory control.

4.12 *Grounding*

The Customer must design, install, and maintain grounding facilities to ground the Customer's Interconnection Facilities. ATC reserves the right to approve the grounding system design to ensure that the grounding system properly protects ATC's Interconnection Facilities. Additionally, ATC will determine the required short circuit ratings for all of the ATC Interconnection Facilities and Network Upgrades during the detailed design of such facilities. The Customer shall provide appropriately sized or short circuit-rated Interconnection Facilities comparable to those required by ATC.

The Customer and ATC will design their respective substations' ground grids separately for the maximum available fault current as specified by ATC. The ground grids of both substations will then be connected together at several locations along the common fence (if applicable) before the substations are placed in-service. The Customer and ATC's designs shall address safe touch and step potential not only for their respective ground grids, but also for along the fence line with the connection of the ground grids.

4.13 *Equipment Ratings*

ATC shall determine the individual equipment ratings for the ATC Interconnection Facilities and Network Upgrades during the detailed design of the facilities in accordance with its design standards and the Interconnection Studies. The Customer shall size its Interconnection Facilities to appropriately coordinate with the ATC Interconnection Facilities. ATC and the Customer shall exchange information before the COD or implementation of any future modifications, including identification of the most limiting piece of equipment, to achieve common understanding of each party's respective Interconnection Facilities' normal and emergency ratings.

5 TELEMETRY AND METERING REQUIREMENTS

5.1 *Telemetry*

The Customer shall provide ATC with real-time analog and digital Generating Facility data. The method in which the signals shall be transmitted to the ATC location will be specified during the detail design of the Interconnection Facilities and Network Upgrades. The Customer shall provide the data in a format acceptable to ATC. If the Customer cannot supply the data in an acceptable format like ICCP, then ATC will install

an RTU at the Generating Facility to collect this information. Additionally, the Customer will install and maintain interconnection metering and status data for the connection of each generating unit, except as noted below.

In general, ATC requires continuous telemetry of the items listed in Sections 5.1.1. through 5.1.3.

5.1.1 Status of Circuit Breakers

The status of circuit breakers owned by the Customer with the following functions will be communicated to ATC continuously:

- Breakers capable of disconnecting the Generating Facility from the Transmission System
- Breakers capable of disconnecting any auxiliary load from the Transmission System
- Breakers capable of disconnecting any device that is required to be in-service to meet the unit(s) requirements for reactive power compensation as part of the Interconnection Agreement

5.1.2 Status of Relay Equipment

Status of relay equipment is required when the Customer's relay equipment is protecting, as primary or backup, any of ATC's Transmission System equipment.

5.1.3 Instantaneous Real and Reactive Power Data

Instantaneous real and reactive power data are required for each generating unit at the generator terminal or compensated to the generator terminal. For wind farms, aggregated real and reactive power data at the collection substation are required. Load values, MW and MVAR, for the following locations will need to be continuously communicated to ATC:

- **All Generating Facility auxiliary loads connected between the generator terminal and the POI with the Transmission System**
- **All Generating Facility auxiliary loads connected directly to the Transmission System**
- **All third-party loads supplied from the Generating Facility of Customer Interconnection Facilities**

5.1.4 Instantaneous Voltage Data

Instantaneous voltage data needs to be continuously communicated at the terminal of each generator for all generator types with the exception of wind farms. For wind farms, instantaneous voltage data will be collected at the substation bus. Instantaneous voltage data will also be collected and communicated at the terminal of any device installed to provide static or dynamic reactive power compensation within the Customer's substation.

5.1.5 Status and Readiness

Continuous communication is required as to the status of whether the following is in-service and "ready":

- Any power system stabilizer installed
- Automatic voltage regulator (AVR)
- Any special protection system (SPS)
- Any reactive power compensation, whether static or dynamic

5.2 *Local Balancing Authority Metering*

The Customer is responsible for working with an appropriate Local Balancing Authority to install necessary metering facilities, including instrument transformers within the Customer's interconnection substation. Prior to energizing the interconnection via the Transmission System, the Customer must provide evidence of a Balancing Authority Agreement to ATC. See ATC's Coordination of Local Balancing Authority Metering Boundary Modifications Business Practice for additional information:

http://www.atcllc.com/customer-relations/business-practices/

6 TESTING, INSPECTION AND COMMISSIONING

6.1 *Testing and Inspection*

Before ATC provides final approval for energization of the interconnection, the Customer must demonstrate to ATC, through witnessed tests and/or certified test documentation, that the Generating Facility and each generating unit will not have adverse impact on the operation of the Transmission System. Such tests and inspections will include pre-energization testing of equipment connected to the transmission bus, protection and control systems and pre-commercial testing of the governor, excitation and/or power system stabilizer controls. Protection and control systems include, but are not limited to, AC auxiliary, DC systems, relaying systems, potential and current circuits, and communication systems.

6.2 *Initial Transformer Energization*

Installation and commissioning of a new Customer transformer will require the initial energization to occur from the Transmission System. Prior to initial energization of a new Customer transformer at a new or existing Generating Facility and if determined necessary by ATC, the Customer must permanently install mitigation equipment (e.g., pre-insertion resistors on the high-side transformer circuit breaker) or commission a technical study of the initial energization event to ensure that the initial energization of the transformer will not result in any unacceptable impact to the Transmission System or any other interconnected customers. If the Customer commissions a technical study for this purpose, a final report must be submitted to ATC for review no less than ten (10) business days prior to the Customer's planned date for initial energization.

6.3 *Reduction of DC Residual Flux*

The Customer will perform an excitation current test to determine if the core of any new Customer transformer is magnetized. If the test establishes that the core is magnetized, the Customer will perform the transformer manufacturer's recommended procedures to

reduce the residual DC flux on the core. The Customer will then re-perform the excitation current test to verify that the core has been de-magnetized. The Customer will provide documented results of these procedures to ATC prior to energization of the Customer transformer.

6.4 *Generating Facility Synchronization*

Unless otherwise permitted by ATC, the Generating Facility shall be synchronized to the Transmission System at the Customer's step-up transformer's high-side circuit breaker installed at the POI. ATC shall furnish Transmission System bus potentials that may be used by the Customer for synchronizing the Generating Facility to the Transmission System.

7 REQUIREMENTS AFTER COMMERCIAL OPERATION

The GIA (per Section 2.4) establishes the terms and conditions for the interconnected operation of the Generating Facility after achieving Commercial Operation, especially procedures for communication and coordination among the Customer, ATC, and MISO. ATC sees such effective communication and coordination as essential to planning, operating, and maintaining a safe and reliable Transmission System and Generating Facility Interconnection. This section provides summary guidance on certain Interconnection Agreement provisions that may impact the Customer's decision-making in the design of new or modified Generating Facilities for interconnection to the Transmission System. The Customer should consult the Interconnection Agreement for additional detail on requirements pertinent to ongoing interconnected operations.

7.1 *Operating Guidelines*

The specific requirements of each interconnection will dictate the establishment of mutually agreeable interconnection and/or operating guidelines applicable to each Generating Facility, if necessary.

7.2 *Generating Facility Voltage Schedule*

NERC Mandatory Reliability Standards VAR-001 and VAR-002 set forth the requirements Transmission Operators and Generator Operators/Owners must follow to maintain network voltage schedules. VAR-001 requires that the Transmission Operator specify a voltage schedule at the POI "and direct the Generator Operator to comply with the schedule in automatic voltage control mode (AVR in-service and controlling voltage)." VAR-002 requires that the Generator Operator maintain the voltage schedule set by ATC and operate each generator in automatic voltage control mode, among other requirements.

VAR-001 provides that "[t]he voltage schedule is a voltage target that must be maintained within a tolerance band during a specified period." ATC's standard voltage schedule is a target voltage of 102% of the nominal voltage at the Point of Interconnection within a maximum permissible range of 95% to 105% until ATC specifies a new voltage schedule. The Generating Facility must be designed and operated for this voltage schedule unless directed otherwise. In addition, operation within a desired tolerance band of 100% to 105% is recommended to ensure efficient and reliable

operation of the bulk electric system due to real time system conditions that may not have been specifically modeled in the planning horizon.

7.3 ***Unit Stability***

The Customer shall operate the Generating Facility in accordance with the operating requirements of ATC, MISO, NERC, and any applicable regional entity in addition to the stability requirements identified in the Interconnection System Impact Study report, or its equivalent, prepared for the interconnection and which have been posted on the Transmission Provider's OASIS at:

http://www.oatioasis.com/MISO/index.html

7.4 ***System Restoration (Black Start)***

The Customer is not required to operate as a Black Start Resource unless designated by a separate Black Start Service agreement. However, in accordance with Good Utility Practice, Customer will participate, when called upon by MISO or ATC, in ATC's Black Start System Restoration Plan for the Generating Facility and ATC's Transmission System, as well as any verification testing. The Customer is required to supply to ATC its facility black out plans. These plans shall include the equivalized impedance of the systems within the Generating Facility auxiliary system to large motors expected to be started during emergency conditions along with the appropriate time-domain modeling assumptions for each large motor to be used by ATC to confirm ATC's Black Start Plan. ATC will use this information to study the ability of a degraded system to start large motors, such as fans, pumps, and other equipment during system black outs and restoration. The Customer will also be expected to participate in any Black Start System Restoration Plan verification testing.

7.5 ***Maintenance Testing***

After commissioning of the Generating Facility, periodic maintenance, testing, modification or troubleshooting of Customer equipment shall be done with consideration of the impact to the Transmission System. Protective relay testing that can trip any element of the Transmission System shall be discussed and approved by the ATC system operator 10 business days prior to testing of equipment.

7.6 ***Detection of and Tripping for an Electrical Island Condition***

In circumstances where the Generating Facility has no governor controls and the transmission system design could result in an islanding condition for the outage of two transmission elements, ATC requires the Customer to implement additional protection systems as mutually agreed by the Customer and ATC to prevent generation from being isolated or islanded with interconnected load. Alternatively, ATC will require the Customer to curtail their generation for circumstances that could result in an island condition with the next contingency.

7.7 ***Generating Facility Modifications***

It is of critical importance for reliable interconnection service and operation of the Transmission System that the Generator Owner communicate to ATC proposed and planned

changes to the Generating Facility, Interconnection Facilities and related equipment. Communication of changes should occur as early as possible using the ATC Generating Facilities Modification Notification (GFMN) form found at:

http://www.atcllc.com/wp-content/uploads/2013/12/GFMN-Template_121613.docx

The GFMN form may be sent to ATC via email at:

gioanotices@atcllc.com

The GFMN is to be used to communicate events including, but not limited to, the following:

- Plant/Unit modifications due to emergency changes
- Planned/Proposed plant/unit modifications
- Plant/unit retirements – note that the GFMN does not replace other notification requirements; it is in addition to those requirements
- Plant/unit development
- The submittal of unit verification data created as a result of periodic testing

For the submittal of generator data/information, as required for reporting data related to NERC and/or Regional Entity Standards and/or as required reporting due to MISO transmission needs, please submit this data to gioanotices@atcllc.com. An example of this type of information includes:

- The submittal of generator data/information, as required, for reporting data related to NERC and/or Regional Entity standards
- The submittal of generator data/information as required reporting due to MISO transmission and/or energy market needs

If proposed modifications are determined to have an impact on the Transmission System, ATC and the Customer will collaborate on the appropriate solution(s) to enable successful implementation of the proposed unit modification.

7.7.1 The Annual Review

ATC performs an Annual Generator Review to ensure the accuracy of its information for Generating Facilities connected to the Transmission System. Information obtained via the Annual Review also contributes to ATC filings made to RFC, MRO and NERC. The primary ATC functions using the Annual Review results are Planning, System Protection and Real Time Operations.

ATC will send an email communication to Generator Owners requesting the following information to initiate the Annual Review process:

- Any planned retirements of plants/units
- Any planned development of new plants/units
- Any modifications made in the prior year for which ATC is unaware

- Any modifications planned or proposed for the future
- Special data reviews such as capability curve confirmations

7.7.2 Generating Unit Testing

ATC desires to support and take part in the Generator Owner's generator reactive power capability verification testing. Coordination between the Generator Owner and ATC will provide a better test environment. ATC encourages the Generator Owner to use the NERC MOD 25 format to report the results, the same format Generator Owners use to report this data to NERC. Appendix C, Generating Unit Test Requirements, contains detailed information for coordinating testing.

8 REQUIREMENTS ASSURING RELIABLE OPERATION AT THE INTERCONNECTION POINT

ATC desires to ensure the operational reliability of interconnections to the ATC Transmission System. The Interconnection Customer will meet the following needs in order to receive approval to commence operation of a new plant or move to operation any modifications impacting an interconnection point.

The following dates are used as end dates for receiving all required documentation and test results:

- 60 Calendar days prior to the first synchronization date for fossil or nuclear plants
- 60 Calendar days prior to the COD for all other plant types

For new plants, ATC approval will provide the Interconnection Customer with the ability to submit the COD letter identified in Appendix E of the GIA. For modifications to existing facilities impacting a generation to transmission interconnection point that do not require MISO intervention, ATC approval will allow the interconnection customer to move forward with operation.

Appendix B of this Guide identifies potential reporting requirements including:

- Description of the Generator Requirements Matrix which identifies the timing, rationale and uses of the data.
- Generator Requirements Milestone and Process Timeline which provides a picture of the milestones, showing where the milestones fall.

Revision History

Revision	Author	Date	Section	Description
1.0	Andrew Cotter	12-16-08	All	New / first publication
2.0	Andrew Cotter	10-12-09	2.5 3.1.1 3.3 4.12 App. B	- Added section “Coordination with Local Utilities” - 3-position ring bus as minimum configuration for most interconnections - Substation site must meet ATC rough-grade requirements - Synchronism checking devices required in certain instances - Added generator data requirement detail
2.1	Andrew Cotter	12-21-09	App. B	- Updated Black Start unit data requirements
3.0	Andrew Cotter	6-28-10	3.1.1 3.12 3.13 7.6 App. B App. B	- Updated Figure 3.2 - Added section “Voltage Level” - Added section “Basic Impulse Insulation Level” - Added section “Detection of and Tripping for an Electrical Island Condition” - Added corresponding NERC reliability standard reference to B.13
4.0	Andrew Cotter Randy Lange	12-07-12	3.13 7.7 App. B App. C	- Added section “Recommended Customer Step-Up Transformer Configuration” - Added section 7.7 “Generating Facility Modifications” - Modified Generator Data Inventory Matrix - Added Appendix C “Generating Unit Test Requirements”

5.0	Randy Lange and Heather Andrew	04/2014	Various Section	-Cleaned up abbreviations and naming -Added Section 8 -Added summary of the Requirements Matrix in Appendix C
6.0	Heather Andrew	12/2015	Various Sections	Removed Planning Authority role and cleaned up links
7.0	Heather Andrew	12/2016	1.1 1.3.1 2.2 3.3 3.4 4.1.2 7.7	-FAC-001 reference -SOCA for new customers -Additional studies needed -Substation site expectations -Power Factor requirements -Protective Devices -GFM submission updates

9 APPENDIX A: GLOSSARY OF TERMS

Any capitalized terms not defined herein will have the meanings set forth in the MISO Tariff.

Applicable Regional Reliability Organization: the reliability organization of NERC applicable to the Balancing Authority of the Transmission System to which the Generating Facility is directly interconnected. ATC is a registered member of both the Midwest Reliability Organization (MRO) and Reliability*First* Corporation (RFC).

Applicable Reliability Standards: the requirements and guidelines of NERC, the Applicable Regional Reliability Organization, and the Balancing Authority of the Transmission System to which the Generating Facility is directly interconnected.

ATC Interconnection Facilities: all facilities and equipment owned by ATC from the Point of Change of Ownership to the Point of Interconnection as identified in the GIA. The ATC Interconnection Facilities are sole-use facilities and do not include Network Upgrades or the Customer's Interconnection Facilities.

Balancing Authority: an entity responsible for managing an electric system area (a Balancing Authority Area) bounded by interconnection metering and telemetry; and capable of controlling generation to maintain its interchange schedule with other Balancing Authority Areas and contributing to frequency regulation and which has received certification by NERC or a Regional Reliability Council of NERC.

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

Customer: any entity that already has interconnected or proposes to interconnect a Generating Facility with the Transmission System.

Customer's Interconnection Facilities: all facilities and equipment, as identified in the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System.

Electric Reliability Organization: the North American Electric Reliability Corporation authorized by the FERC to promulgate, seek approval for, and enforce Mandatory Reliability Standards.

Electrical Island: An isolated operating condition which couples a generator(s) to local load with no external connection to the Transmission System.

Emergency Condition: a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either MISO or ATC, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, the ATC Interconnection Facilities or the electric

systems of others to which the Transmission System is directly connected; or (3) that, in the case of the 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 the Customer's Interconnection Facilities. System restoration and black-start will be considered Emergency Conditions; provided that the Customer is not obligated by this LGIA to possess black-start capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions will not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

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

FERC: the Federal Energy Regulatory Commission or its successor.

Generating Facility: the Customer's device(s) for the production of electricity consisting of one or more generating units identified in the Interconnection Request, but not including the Customer's Interconnection Facilities.

Generating Facility Capacity: the aggregate net capacity of the Generating Facility where it includes multiple generating units at the Point of Interconnection.

Generator Interconnection Agreement (GIA): the interconnection agreement in the form of Appendix 6 of MISO's Generator Interconnection Procedures.

Generator Interconnection Procedures (GIP): the interconnection procedures that are included in the MISO Tariff and applicable to an Interconnection Request pertaining to a Generating Facility.

Generator Upgrades: the additions, modifications, and upgrades to the electric system of an existing generating facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to affect the Customer's wholesale sale of electricity in interstate commerce.

Good Utility Practice: 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: any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer, MISO, ATC, or any Affiliate thereof.

Initial Synchronization Date: the date upon which the Generating Facility is initially synchronized

and upon which Trial Operation may begin.

In-Service Date: the date upon which the Customer reasonably expects it will be ready to begin use of the ATC Interconnection Facilities to obtain backfeed power.

Interconnection Agreement: the agreement executed or to be executed by ATC, the Customer, and MISO and filed at the FERC; representing mutually agreeable terms and conditions pertinent to the interconnection of the Generating Facility to the Transmission System. The form of this agreement not only acceptably includes MISO's pro forma Generator Interconnection Agreement (GIA), but also agreements executed and filed for Generating Facilities whose interconnection preceded the existence of the GIA.

Interconnection Facilities: all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities do not include Generator Upgrades or Network Upgrades.

Interconnection Facilities Study: a study conducted by MISO, or its agent, for the Customer to determine a list of facilities (including the ATC Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, and upgrades on Affected Systems, as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System. The scope of the study is defined in Section 8 of MISO Generator Interconnection Procedures.

Interconnection Feasibility Study: a preliminary evaluation of the system impact of interconnecting the Generating Facility to the Transmission System, the scope of which is described in Section 6 of MISO Generator Interconnection Procedures.

Interconnection Request: a Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission System.

Interconnection Study: any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study, or the Restudy of any of the above, described in the Generator Interconnection Procedures.

Interconnection System Impact Study: an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study will 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 Generator Interconnection Procedures.

Mandatory Reliability Standards: those standards promulgated and approved by NERC as the ERO, or any Regional Entity authorized to do so, as ratified and approved by the FERC that are

applicable to ATC and the Customer.

MISO: the Midcontinent Independent System Operator, Inc., the Regional Transmission Organization that administers the tariff and provides transmission and energy market services over the transmission facilities of its transmission-owning members in interstate commerce.

NERC: the North American Electric Reliability Corporation or its successor organization.

Network Upgrades: the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System to accommodate the interconnection of the Generating Facility to the Transmission System.

Point of Change of Ownership (PCO): the point, as set forth in Appendix A to the GIA or Exhibit 1 of an Interconnection Agreement, where the Customer's Interconnection Facilities connect to the ATC Interconnection Facilities.

Point of Interconnection (POI): the point at which the ATC Interconnection Facilities connect to the ATC interconnection substation bus.

Regional Entity: the entity or entities that have entered into a delegation agreement with NERC and that have responsibility for the audit and investigation of the compliance with Mandatory Reliability Standards.

Tariff: MISO Tariff through which open access transmission service and Interconnection Service are offered, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Operator: any entity responsible for the reliability of its "local" transmission system, and that operates or directs the operations of the transmission facilities.

Transmission System: the facilities owned by ATC and controlled or operated by MISO and ATC at voltages ≥69 kV and are used to provide transmission service or Wholesale Distribution Service under the Tariff.

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

10 APPENDIX B: GENERATOR DATA REQUIREMENTS

ATC requires the following information from the Customer to properly ensure proper system operation and to model any Generating Facility connected to the Transmission System. This information is required:

- For Commercial Operation of a new plant or unit
- For a modification impacting an existing interconnection
- If Generating Facility capability information has changed during implementation (*e.g.*, from typical/estimated to approved/final or due to a design modification)

- If Generating Facility capability information has changed due to plant/unit maturation
- The Generation Data Requirements Matrix can be requested at:
  gioanotices@atcllc.com
  ATC Interconnection Services
  262-506-6700

Modifications to Existing Plants/Units

The generator data requirements identified in Appendix B are applicable to new Generating Facility Interconnections and any modifications made to existing Generating Facilities (e.g., exciters, governors, protection systems, main or auxiliary transformers, etc.). The Generator Owner shall communicate any planned generator modifications to the plant that would impact any of the parameters listed in Appendix B. Such modifications are communicated to ATC according to the terms of the Interconnection Agreement. Please communicate modifications using ATC's Generating Facilities Modification Notification (GFMN) form which is available online at;

http://www.atcllc.com/wp-content/uploads/2013/12/GFMN-Template_121613.docx

Send the GFMN to ATC using the following e-mail address:

gioanotices@atcllc.com

Upon receiving a GFMN, ATC will review the Customer's proposed/planned modification(s) and determine the impact of these on the transmission system. If modifications are determined to impact the transmission system, ATC will establish a discussion to determine the appropriate solution(s) to enable successful implementation.

10.1 ***Data Requirements Matrix***

The G-T Commercial Operation Matrix, which can be seen on the GMD database, is used as a guide and a template to determine the milestones needed to meet the Interconnecting Customers COD. The Matrix lists the requirements, critical dates, compliance obligations and responsibilities. The timeline shown in Figure 3 lists a condensed version of the Matrix including the major milestones and process of a G-T Interconnection project.

10.2 ***Data Requirements Timeline***

The following Timeline shows the ATC requirements identified in Section 10.1. The Element Numbers are identified on the Timeline as how they are tied to critical dates.

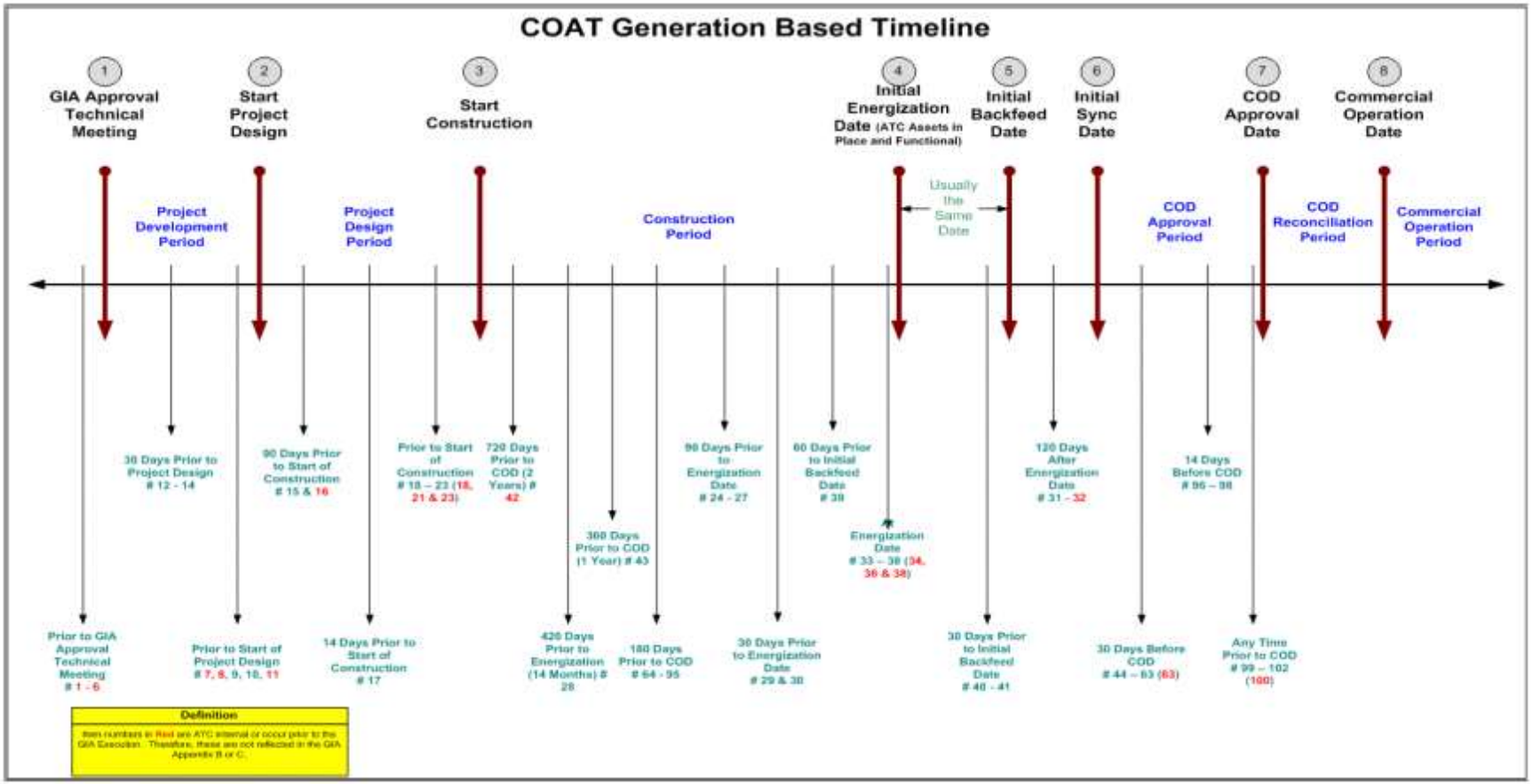

Figure 1 Data Requirements Timeline

11 APPENDIX C: GENERATING UNIT TEST REQUIREMENTS

This Appendix summarizes the detailed guide Generator Owners use in scheduling generating unit testing with ATC as well as sets forth the communication requirements for the data derived from such testing. A sample of a generator capability curve can be seen in Figure 4. A flowchart documenting the process is included in Figure 5. The entire guide can be seen through the Generator Modeling Database extranet site. For further details on the extranet site contact ATC-Interconnection Services.

11.1 *Data Requirements Timeline*

Following are the ATC requirements of a Generator Owner when the Generator Owner is planning to perform a test of a generating unit. The requirement and benefits fall into two categories:

1. Test Plan and Execution
    a. ATC real time Operations are aware of tests, are then aware of real time system anomalies and can react accordingly
    b. ATC Operations can support the Generator Owner test with adjustments to the transmission system
    c. ATC System Protection is aware of special conditions that may exist during the test and can react prior to the test
    d. ATC Operations EMS function has awareness and can then record specific reactions during the test for the use in real time operations
2. ATC Receipt of Resulting Test Results
    a. Provides/confirms the most current generator capabilities allowing ATC Planning, System Protection and real time Operations to adjust data and system expectations
    b. Results can directly impact the outcome of ATC 10-Year Plan
    c. Satisfies the following Regulatory Requirements:
        i. FAC-008 – Facilities Rating Methodology
        ii. MOD-024 – Identifies the Test Data Required
        iii. VAR-002 – Identifies the Requirement for the Communication
        iv. TOP-003– Defines Test Requirements

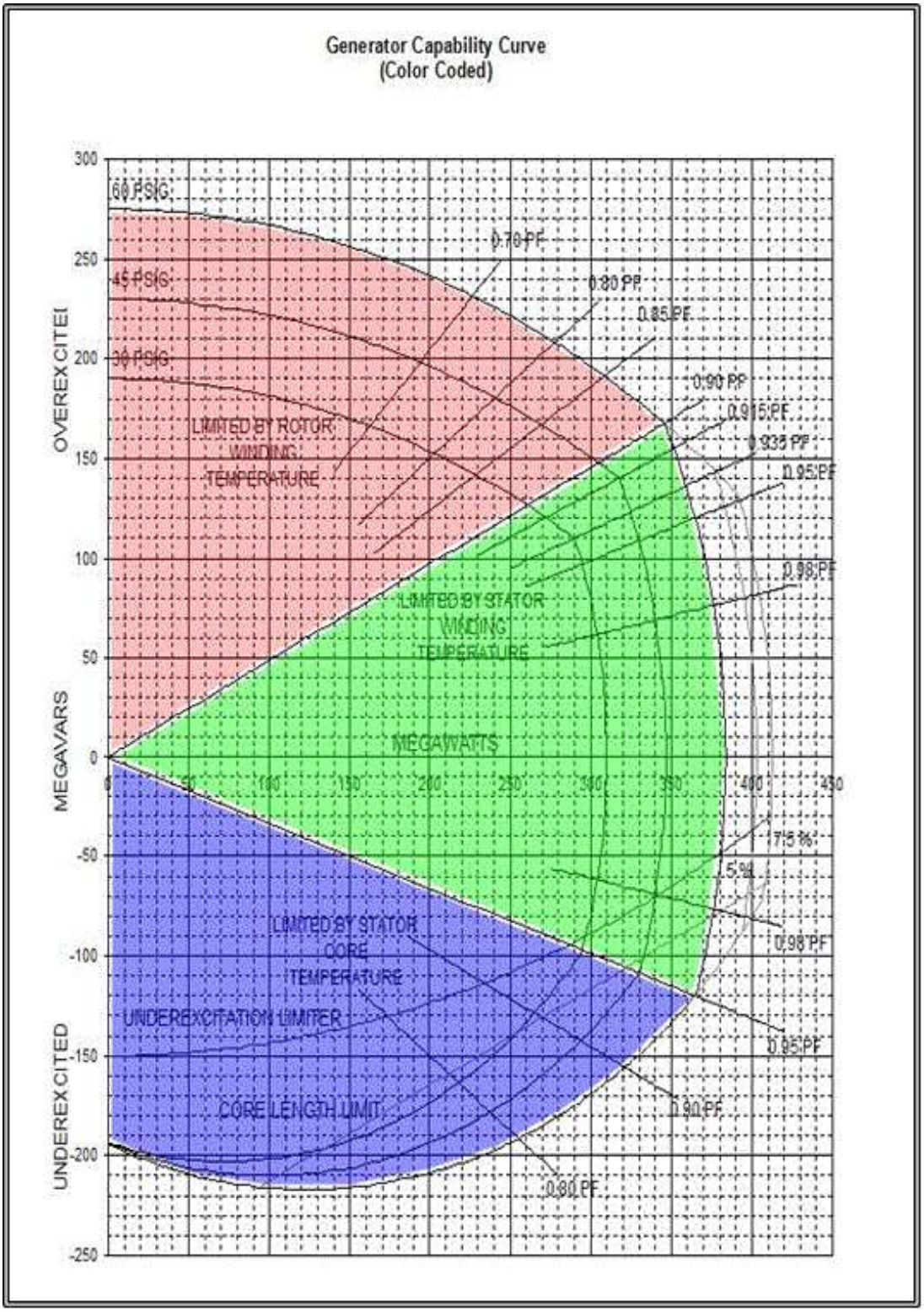

Figure 2 Generator Capability Curve

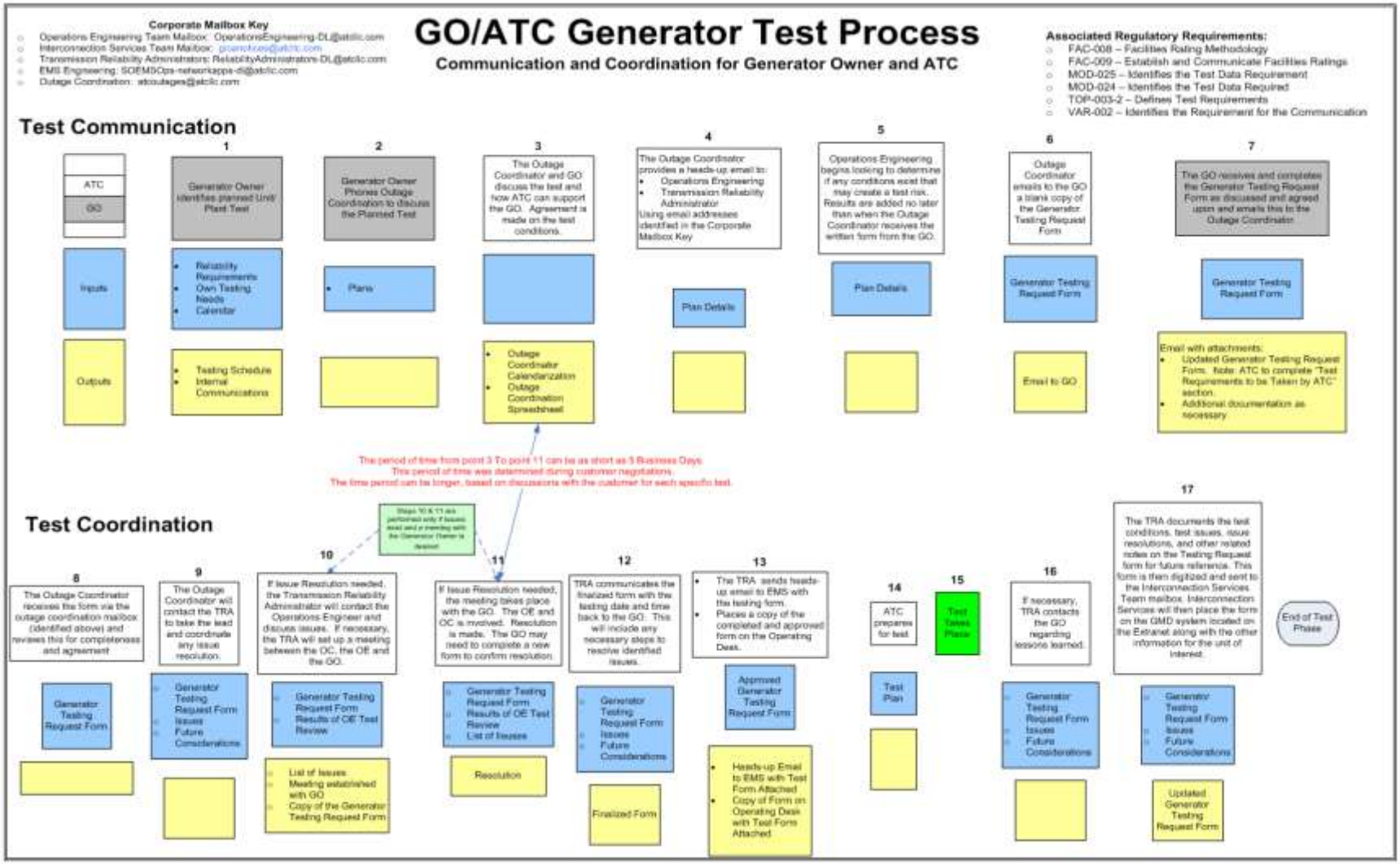

Figure 3 Generator Test Process Flowchart

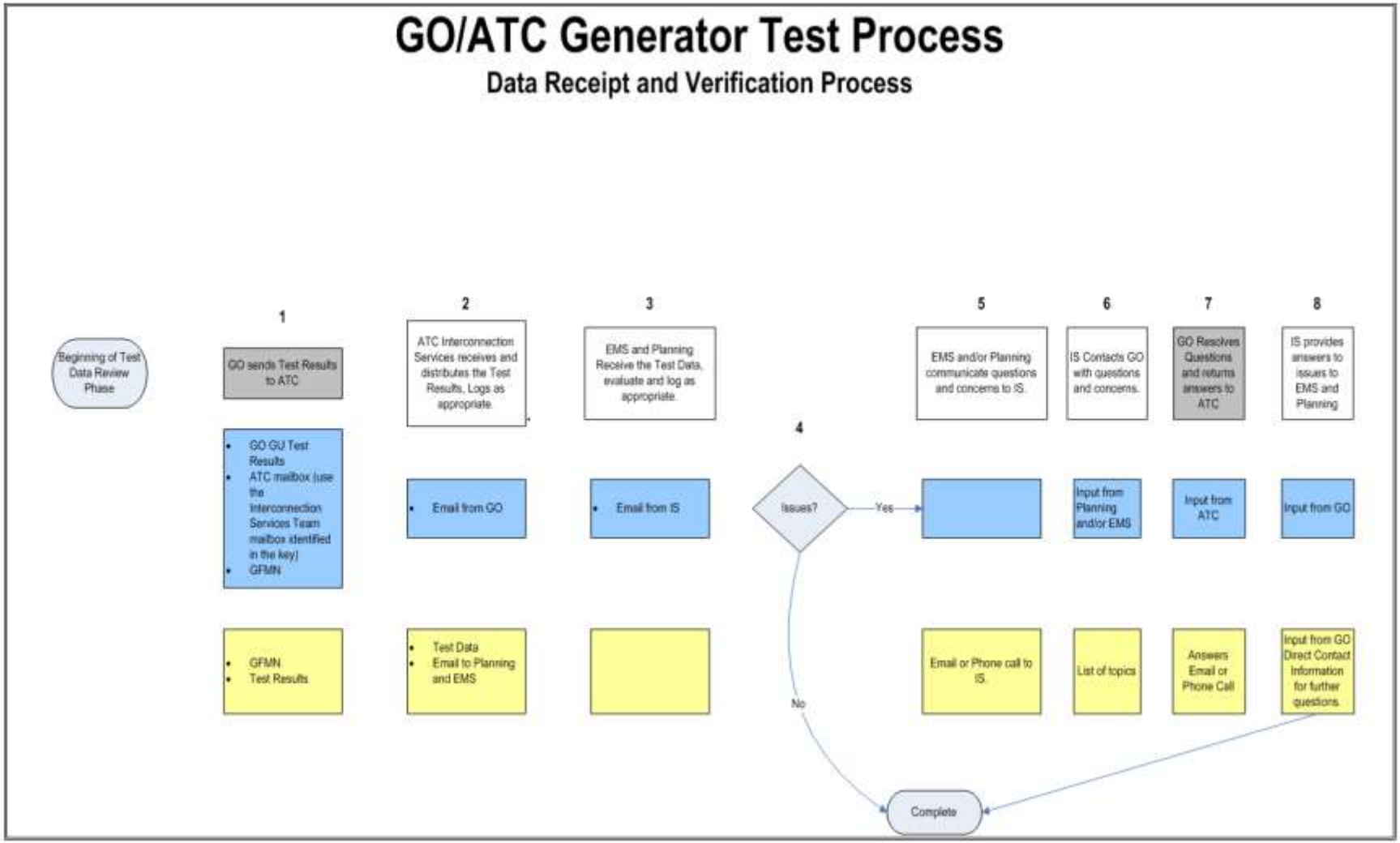

Figure 4 Generator Test Process Flowchart Continue

Appendix D
To GIA

Security Arrangements Details

Infrastructure security of Transmission or Distribution System equipment and operations, as applicable, and control hardware and software is essential to ensure day-to-day Transmission and Distribution System reliability and operational security. The Commission will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission or Distribution System, as applicable, to comply with the recommendations provided by Governmental Authorities regarding Critical Energy Infrastructure Information ("CEII") as that term is defined in 18 C.F.R. Section 388.113(c) and best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E
To GIA

Commercial Operation Date

This Appendix E is a part of this GIA between Transmission Provider, Transmission Owner and Interconnection Customer.

[Date]

Midcontinent Independent System Operator, Inc.
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Re: J711 Generating Facility

Dear _____:

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. ___. This letter confirms that **[Interconnection Customer]** commenced commercial operation of Unit No. ___ at the Generating Facility, effective as of **[Date plus one Calendar Day]**.

Thank you.
[Signature]

Ravi Bantu
Summit Lake Wind, LLC
11101 W 120th Ave, Suite 400
Broomfield, CO 80021
Phone: (303) 439-4200
Email: ravi.bantu@res-group.com
cc: Transmission Owner

Appendix F
To GIA

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

American Transmission Company LLC
W234 N2000 Ridgeview Parkway Court
P.O. Box 47
Waukesha, WI 53187-0047
Fax: (262) 506-6710
Attention: Manager, Interconnection Services

Interconnection Customer:

Ravi Bantu
Summit Lake Wind, LLC
11101 W 120th Ave, Suite 400
Broomfield, CO 80021
Phone: (303) 439-4200
Email: ravi.bantu@res-group.com

Billings and Payments:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

American Transmission Company LLC
W234 N2000 Ridgeview Parkway Court
P.O. Box 47
Waukesha, WI 53187-0047
Fax: (262) 506-6710
Attention: Manager, Interconnection Services

Interconnection Customer:

Ravi Bantu
Summit Lake Wind, LLC
11101 W 120th Ave, Suite 400
Broomfield, CO 80021
Phone: (303) 439-4200
Email: ravi.bantu@res-group.com

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

Transmission Provider:

Phone: (317) 249-5700
Email: misotap@misoenergy.org or
MISOTransmissionAccessPlanning@misoenergy.org

Transmission Owner:

Voice telephone - (262) 506 6700
Facsimile telephone - (262) 506-6710
Email address - gioanotices@atcllc.com

Interconnection Customer:

Ravi Bantu
Summit Lake Wind, LLC
11101 W 120th Ave, Suite 400
Broomfield, CO 80021
Phone: (303) 439-4200
Email: ravi.bantu@res-group.com

Appendix G
Interconnection Requirements for a Wind Generating Plant

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

A. Technical Standards Applicable to a Wind Generating Plant

i. Low Voltage Ride-Through (LVRT) Capability

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

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

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

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

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

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

ii. Power Factor Design Criteria (Reactive Power)

The following reactive power requirements apply only to a newly interconnecting wind generating plant that has completed a System Impact Study as of the effective date of the Final

Rule establishing the reactive power requirements for non-synchronous generators in section 9.6.1 of this GIA (Order No. 827). A wind generating plant to which this provision applies shall maintain a factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to all Generating Facilities in the Local Balancing Authority on a comparable basis, measured at the Point of Interconnection as defined in this GIA, if the Transmission Provider's System Impact Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by Transmission Provider, or a combination of the two. Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

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

Appendix H – Not applicable
Interconnection Requirements for Provisional GIA

Provisional Agreement

This GIA is being provided in accordance with Section 11.5 of the Transmission Provider's GIP, which provides among other things, that an Interconnection Customer may request that Transmission Provider provide Interconnection Customer with a provisional GIA that limits the transfer of energy by Interconnection Customer commensurate with that allowed for Energy Resource Interconnection Service. Interconnection Customer requested Transmission Provider to provide a provisional GIA for limited operation at the discretion of Transmission Provider based upon the results of available studies (by Interconnection Customer and by Transmission Provider).

A Provisional Interconnection Study, the results of which are posted on the confidential portion of the Transmission Provider's internet website, was performed by Transmission Provider in order to confirm the facilities that are required for provisional Interconnection Service and to require them to be in place prior to commencement of service under the GIA.

Interconnection Customer represents that the Interconnection Customer facilities (including Network Upgrades, Interconnection Facilities, Distribution Upgrades, System Protection Upgrades and/or Generator Upgrades) that are necessary to commence provisional Interconnection Service and meet the requirements of NERC, or any applicable regional entity for the interconnection of a new generator are in place prior to the commencement of generation from the Generating Facility and will remain in place during the term of the service. The requisite Interconnection Studies were performed for the Generating Facility (under Optional Studies). Interconnection Customer shall meet any additional requirements (including reactive power requirements) pursuant to the results of applicable future Interconnection System Impact Studies. Until such time as the applicable Interconnection Studies and any identified facilities are completed, the output of the Generating Facility will operate within the output limit prescribed in a future, if applicable, operating guide.

The maximum permissible output of the Generating Facility under Appendix A will be updated by Transmission Provider on a quarterly basis, determined in accordance with Section 11.5 of the GIP, by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service ("ERIS"). This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability, as described in Attachment C of the Tariff, with dispatch and optimization algorithms posted on the MISO internet site and operation above those limits will be deemed as unauthorized use of the Transmission System and subject to provisions in the Tariff surrounding that use.

Use of interim operating guide

Implementation of interim operating guide, if applicable, will constitute an interim solution that will permit Interconnection Customer to operate the Generating Facility under conditional Interconnection Service until planned Network Upgrades are constructed. Any interim operating

guide will be subject to the approval of Transmission Owner and Transmission Provider. Minimum requirements for an interim operating guide are as indicated below.

* Transmission Operator will have control of breaker(s) dedicated to the Generating Facility and will be able to trip the Interconnection Customer's Generating Facility
* Protection schemes must be tested and operative
* Interconnection Customer will provide continuous communication capability with the Generator Operator
* Interconnection Customer and the owner of the existing Generating Facility will enter into an operating agreement or similar agreement which designates, among other things, the responsibilities and authorities of each of the parties and shall be subject to the acceptance of Transmission Provider and Transmission Owner.
* A termination date consistent with completion of construction of Network Upgrades will be included as part of all operating guides accepted by Transmission Owner and Transmission Provider.

Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and responsibilities for future Network Upgrade and cost responsibilities that have not yet been identified on the direct connect Transmission System as well as all affected Transmission, Distribution or Generation System(s) including non-Transmission Provider Systems. Such upgrades will be determined pursuant to the Tariff and Policies in effect at the time of the Interconnection Studies.

Appendix I – Not applicable
Requirements Applicable to Net Zero Interconnection Service

Where this GIA provides for Net Zero Interconnection Service, Interconnection Customer acknowledges, agrees to, and will be required to operate under the following conditions:

1) The combined Real-Time Offers, including Energy and Operating Reserves, of the Generating Facility and the existing generating facility with which Interconnection Customer has an executed Energy Displacement Agreement must be less than or equal to Interconnection Service limit (MW, MVAR, MVA output) provided in Exhibit I-1 (Monitoring and Consent Agreement) (hereinafter, "Interconnection Service limit").
In the event that the sum of the simultaneous energy output of the Generating Facility and the existing generating facility exceeds such Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

In the event that the sum of the emergency and/or economic maximum offer limits of the Generating Facility and the existing generating facility exceeds the Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.
2) The total MW, MVAR, MVA output at the Point of Interconnection resulting from the combined output of the Generating Facility and the existing generating facility with which Interconnection Customer has an executed Energy Displacement Agreement shall not at any time exceed the Interconnection Service limit.

3) The existing generating facility with which Interconnection Customer has an executed Energy Displacement Agreement is not relieved of any applicable requirements under the RAR of the Tariff.

4) The Interconnection Customer shall submit to the Transmission Provider a report by the seventh Calendar Day of each month showing the prior month's output, by 15 minute increment, the combined real-time offers and cleared energy injection. The existing generating facility and the Interconnection Customer shall cooperate consistent with other provisions in the Tariff to the extent necessary to ensure accuracy of the report. Transmission Provider shall provide a template for this report.

Exhibit I-1 (Completed Monitoring and Consent Agreement - Appendix 11 of the GIP)

Exhibit I-2 (Completed Energy Displacement Agreemen