

SECOND AMENDMENT TO AGREEMENT

SMALL GENERATOR INTERCONNECTION AGREEMENT

Between
CITY OF COLUMBIA, MISSOURI
And
TRUMAN SOLAR, LLC

THIS AMENDMENT (hereinafter "Amendment") is made by and between the City of Columbia, Missouri (hereinafter "Transmission Provider"), a municipal corporation whose address is 701 E. Broadway, Columbia, Missouri 65201, and Truman Solar, LLC (hereinafter "Interconnection Customer"), a limited liability company authorized to transact business within the State of Missouri and whose address is 1601 Utica Avenue South, Suite 1000, Minneapolis, Minnesota 55416, both parties to the Small Generator Interconnection Agreement dated February 9, 2018, as amended by that certain First Amendment to Agreement, dated February 16, 2021 (the "Original Agreement"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). Transmission Provider and Interconnection Customer are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Transmission Provider and Interconnection Customer entered into the Original Agreement for the purpose of interconnecting Interconnection Customer's renewable electric generating facility with, and operating such facility in parallel with, Transmission Provider's transmission system; and

WHEREAS, both Parties wish to amend the Original Agreement pursuant to Section 12.2 thereof for purposes of, among other things, updating certain attachments thereto, all pursuant to the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. **General.** All terms and provisions of the Original Agreement, a copy of which is attached hereto as **Exhibit B** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in and by this Amendment. If there is conflict between this Amendment and the Original Agreement, then the terms of this Amendment will prevail.
2. **Amendment.** The Original Agreement is hereby amended as follows:
 - (a) Amending Address of Seller. The phrase "9320 Excelsior Boulevard, 7th Floor, Hopkins, Minnesota 55343" in the preamble of the Original Agreement shall be replaced with the following language:

"1601 Utica Avenue South, Suite 1000, Minneapolis, Minnesota 55416"

- (b) Amending Interconnection Customer Information. The information of Interconnection Customer set forth below the header "Interconnection Customer

Information" on page 1 of the Original Agreement shall be replaced with the following language:

"Interconnection Customer: Truman Solar, LLC
Attention: Brett Anderson, Investment Operations
Address: 1601 Utica Avenue South, Suite 1000
City: Minneapolis State: Minnesota Zip: 55416
Phone: (952) 444-4923 Email: brett.anderson@carval.com"

- (c) Amending Section 13.1. The general notice information of Interconnection Customer set forth below the phrase "If to the Interconnection Customer:" in Section 13.1 of the Original Agreement shall be replaced with the following language:

"Interconnection Customer: Truman Solar, LLC
Attention: Brett Anderson, Investment Operations
Address: 1601 Utica Avenue South, Suite 1000
City: Minneapolis State: Minnesota Zip: 55416
Phone: (952) 444-4923 Email: brett.anderson@carval.com"

With a copy to:
CarVal Investors, LP
Attention: James Sanft, Senior Counsel
Address: 1601 Utica Avenue South, Suite 1000
City: Minneapolis State: Minnesota Zip: 55416
Phone: (952) 444-4842 Email: james.sanft@carval.com"

- (d) Amending Section 13.2. The billing and payment information of Interconnection Customer set forth below the phrase "Interconnection Customer:" in Section 13.2 of the Original Agreement shall be replaced with the following language:

"Interconnection Customer: Truman Solar, LLC
Attention: Brett Anderson, Investment Operations
Address: 1601 Utica Avenue South, Suite 1000
City: Minneapolis State: Minnesota Zip: 55416
Email: brett.anderson@carval.com"

- (e) Amending Section 13.4. The designated operating representative information of Interconnection Customer set forth below the phrase "Interconnection Customer's Operating Representative:" in Section 13.4 of the Original Agreement shall be replaced with the following language:

"Interconnection Customer: Truman Solar, LLC
Attention: Brett Anderson, Investment Operations
Address: 9320 Excelsior Boulevard, 7th Floor
City: Hopkins State: Minnesota Zip: 55343
Phone: (952) 444-4923 Email: brett.anderson@carval.com"

IN WITNESS WHEREOF, the Party hereto has executed this Amendment by its duly authorized representative as of the date of the last signatory hereto.

TRANSMISSION PROVIDER:

CITY OF COLUMBIA, MO

By: _____ *JAS*
John Glascock, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

IN WITNESS WHEREOF, the Party hereto has executed this Amendment by its duly authorized representative as of the date of the last signatory hereto.

INTERCONNECTION CUSTOMER:

TRUMAN SOLAR, LLC

By: CVI Solar Tax Equity Holdco I, LLC
Its: Member/Manager

By: CVI Renewables TE Holdings I, LLC
Its: Member/Manager

By: CVI Renewables Holdings I, LLC
Its: Member/Manager

By: CVI Renewables Topco Holdings, LLC
Its: Member/Manager

By: CVI CEF Master Fund III LP
Its: Member/Manager

By: CarVal CEF GP LP
Its: General Partner

By: CVI General Partner, LLC
Its: General Partner

By: 
Name: Jerry Keefe
Title: Manager

Date: June 22, 2021

EXHIBIT A

**Attachment 4
Amended Milestones**

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

Milestone/Date	Responsible Party
(1) <u>Design Interconnection: 02-03-2020</u>	<u>Transmission Provider</u>
(2) <u>Procure Equipment: 01-05-2021</u>	<u>Transmission Provider</u>
(3) <u>Complete Construction: 01-26-2021</u>	<u>Transmission Provider</u>
(4) <u>Backfeed: 04-08-2021</u>	<u>Transmission Provider</u>
(5) <u>Initial Synchronization: 05-06-2021</u>	<u>Transmission Provider</u>
(6) <u>In-Service Date: 05-07-2021</u>	<u>Transmission Provider</u>
(7) _____	_____
(8) _____	_____
(9) _____	_____
(10) _____	_____

AGREED TO BY:

For the Transmission Provider _____ Date _____

For the Transmission Owner (If Applicable) _____ Date _____

For the Interconnection Customer _____ Date _____

FIRST AMENDMENT TO AGREEMENT**SMALL GENERATOR INTERCONNECTION AGREEMENT**

Between

CITY OF COLUMBIA, MISSOURI

And

TRUMAN SOLAR, LLC

THIS AMENDMENT (hereinafter "Amendment") is made by and between the City of Columbia, Missouri (hereinafter "Transmission Provider"), a municipal corporation whose address is 701 E. Broadway, Columbia, Missouri 65201, and Truman Solar, LLC (hereinafter "Interconnection Customer"), a limited liability company authorized to transact business within the State of Missouri and whose address is 9320 Excelsior Boulevard, 7th Floor, Hopkins, Minnesota 55343, both parties to the Small Generator Interconnection Agreement dated February 9, 2018 (the "Original Agreement"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). Transmission Provider and Interconnection Customer are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Transmission Provider and Interconnection Customer entered into the Original Agreement for the purpose of interconnecting Interconnection Customer's renewable electric generating facility with, and operating such facility in parallel with, Transmission Provider's transmission system; and

WHEREAS, both Parties wish to amend the Original Agreement pursuant to Section 12.2 thereof for purposes of, among other things, updating certain attachments thereto, all pursuant to the terms and conditions provided for in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. **General.** All terms and provisions of the Original Agreement, a copy of which is attached hereto as **Exhibit F** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in and by this Amendment. If there is conflict between this Amendment and the Original Agreement, then the terms of this Amendment will prevail.
2. **Amendment.** The Original Agreement is hereby amended as follows:
 - (a) Amending Address of Seller. The phrase "3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 904054" in the preamble of the Original Agreement shall be replaced with the following language:

"9320 Excelsior Boulevard, 7th Floor, Hopkins, Minnesota 55343"

- (b) Amending Interconnection Customer Information. The information of Interconnection Customer set forth below the header "Interconnection Customer

Information” on page 1 of the Original Agreement shall be replaced with the following language:

“Interconnection Customer: Truman Solar, LLC
Attention: Brett Anderson, Investment Operations
Address: 9320 Excelsior Boulevard, 7th Floor
City: Hopkins State: Minnesota Zip: 55343
Phone: (952) 444-4923 Email: brett.anderson@carval.com”

- (c) Clarifying Liability for Interconnection Costs. Notwithstanding anything to the contrary in the Original Agreement, the Parties hereby agree that no interconnection costs shall be imposed on Interconnection Customer, nor shall Interconnection Customer be responsible for any interconnection costs, pursuant to the Original Agreement (including, but not limited to pursuant to Articles 4 or 5 of the Original Agreement) or otherwise, no matter how or when such costs arise.
- (d) Amending Section 13.1. The general notice information of Interconnection Customer set forth below the phrase “If to the Interconnection Customer:” in Section 13.1 of the Original Agreement shall be replaced with the following language:

“Interconnection Customer: Truman Solar, LLC
Attention: Brett Anderson, Investment Operations
Address: 9320 Excelsior Boulevard, 7th Floor
City: Hopkins State: Minnesota Zip: 55343
Phone: (952) 444-4923 Email: brett.anderson@carval.com

With a copy to:
CarVal Investors, LP
Attention: James Sanft, Senior Counsel
Address: 9320 Excelsior Boulevard, 7th Floor
City: Hopkins State: Minnesota Zip: 55343
Phone: (952) 444-4842 Email: james.sanft@carval.com”

- (e) Amending Section 13.2. The billing and payment information of Interconnection Customer set forth below the phrase “Interconnection Customer:” in Section 13.2 of the Original Agreement shall be replaced with the following language:

“Interconnection Customer: Truman Solar, LLC
Attention: Brett Anderson, Investment Operations
Address: 9320 Excelsior Boulevard, 7th Floor
City: Hopkins State: Minnesota Zip: 55343
Email: brett.anderson@carval.com”

- (f) Amending Section 13.3. The alternative forms of notice information of Interconnection Customer set forth below the phrase “If to the Interconnection

Customer:" in Section 13.3 of the Original Agreement shall be replaced with the following language:

"Interconnection Customer: N/A
Attention: N/A
Address: N/A
City: N/A State: N/A Zip: N/A
Email: N/A"

- (g) Amending Section 13.4. The designated operating representative information of Interconnection Customer set forth below the phrase "Interconnection Customer's Operating Representative:" in Section 13.4 of the Original Agreement shall be replaced with the following language:

"Interconnection Customer: Truman Solar, LLC
Attention: Brett Anderson, Investment Operations
Address: 9320 Excelsior Boulevard, 7th Floor
City: Hopkins State: Minnesota Zip: 55343
Phone: (952) 444-4923 Email: brett.anderson@carval.com"

- (h) Replacing "Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment", Attachment 2 of Original Agreement. Attachment 2 of the Original Agreement shall be replaced in its entirety with "Attachment 2, Amended Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment", attached hereto as **Exhibit A** and made a part of this Amendment.
- (i) Replacing "One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades", Attachment 3 of Original Agreement. Attachment 3 of the Original Agreement shall be replaced in its entirety with "Attachment 3, Amended One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades", attached hereto as **Exhibit B** and made a part of this Amendment.
- (j) Replacing "Milestones", Attachment 4 of Original Agreement. Attachment 4 of the Original Agreement shall be replaced in its entirety with "Attachment 4, Amended Milestones", attached hereto as **Exhibit C** and made a part of this Amendment.
- (k) Replacing "Additional Operating Requirements for the Transmission Provider's Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs", Attachment 5 of Original Agreement. Attachment 5 of the Original Agreement shall be replaced in its entirety with "Attachment 5, Amended Additional Operating Requirements for the Transmission Provider's Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs", attached hereto as **Exhibit D** and made a part of this Amendment.

- (l) Replacing “Transmission Provider’s Description of its Upgrades and Best Estimate of Upgrade Costs”, Attachment 6 of Original Agreement. Attachment 6 of the Original Agreement shall be replaced in its entirety with “Attachment 6, Amended Transmission Provider’s Description of its Upgrades and Best Estimate of Upgrade Costs”, attached hereto as **Exhibit E** and made a part of this Amendment.
3. **Confirmation of Original Agreement as Amended.** The Parties hereby adopt, ratify and confirm the Original Agreement as it is amended by this Amendment. This Amendment shall be binding on, and inure to the benefit of, the parties hereto. This Amendment may be executed in multiple counterparts (including by facsimile or other electronic signature), each of which may be deemed an original and all of which together shall constitute one instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

TRANSMISSION PROVIDER:
City of Columbia, MO

By: DocuSigned by:
John Glascock
09A88FE5A6D1468...
John Glascock, City Manager

Date: 2/16/2021

ATTEST:

By: DocuSigned by:
[Signature]
4E1F086B888D40A...
Shelia Amin, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by:
[Signature]
DA01C98E79834DZ...
Tracy Thompson, City Counselor / AK

INTERCONNECTION CUSTOMER:
Truman Solar, LLC

By: CVI Renewables Development I, LLC, its member/manager

By: CVI Renewables Devco Holdings I, LLC, its member/manager

By: CVI CEF Master Fund III LP, its member/manager

By: CarVal CEF GP LP, its general partner

By: CVI General Partner, LLC, its general partner

BY: [Signature]

NAME: Christopher J. Hedberg

TITLE: Manager

DATE: 1/14/2021

Exhibit A to Amendment I
Truman Site -- Interconnection Agreement

EXHIBIT A

Attachment 2

**Amended Description and Costs of the Small Generating
Facility, Interconnection Facilities, and Metering
Equipment**

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Transmission Provider, or the Transmission Owner, and provided as set forth in Attachment 6. The Transmission Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. All such costs shall be borne by the Transmission Provider.

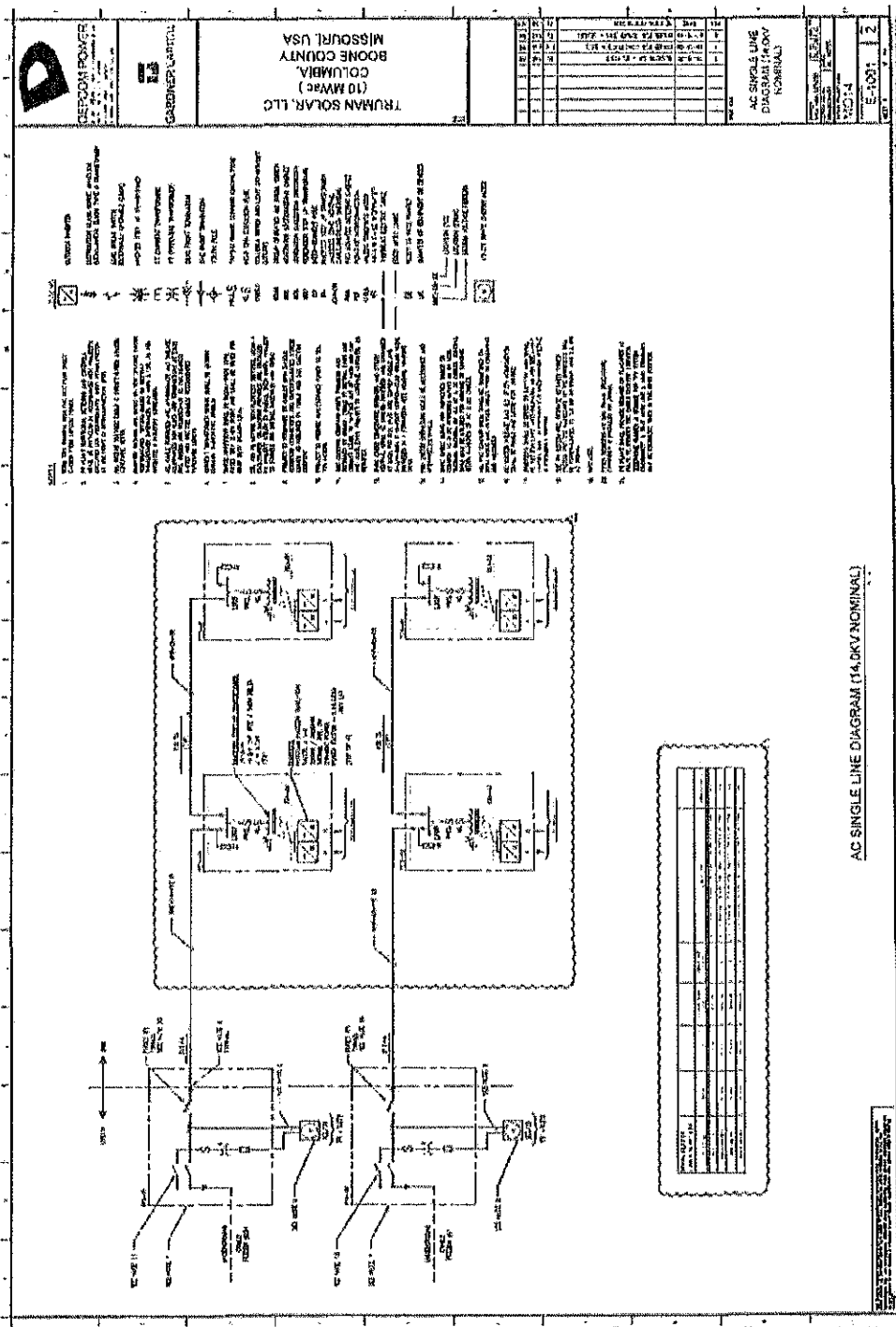


Exhibit C to Amendment I
Truman Site – Interconnection Agreement

EXHIBIT C

Attachment 4

Amended Milestones

In-Service Date: January 23, 2021

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	<u>Design Interconnection / January 15, 2021</u>	<u>Transmission Provider</u>
(2)	<u>Procure Equipment / January 15, 2021</u>	<u>Transmission Provider</u>
(3)	<u>Complete Construction / January 15, 2021</u>	<u>Transmission Provider</u>
(4)	<u>Backfeed / January 15, 2021</u>	<u>Transmission Provider</u>
(5)	<u>Initial Synchronization / January 22, 2021</u>	<u>Transmission Provider</u>
(6)	<u></u>	<u></u>
(7)	<u></u>	<u></u>
(8)	<u></u>	<u></u>
(9)	<u></u>	<u></u>
(10)	<u></u>	<u></u>

Agreed to by:

For the Transmission Provider _____ Date _____

For the Transmission Owner (If Applicable) _____
Date _____

For the Interconnection Customer _____ Date _____

Exhibit D to Amendment 1
Truman Site – Interconnection Agreement

EXHIBIT D

Attachment 5

**Amended Additional Operating Requirements for the
Transmission Provider's Transmission System
and Affected Systems Needed to Support
the Interconnection Customer's Needs**

Transmission Provider has no additional Operating Requirements beyond those provided for in the Original Agreement, including but not limited to the requirement to comply with all of the Transmission Provider's rules and procedures pertaining to the parallel operation that are in effect at the time of operation.

Exhibit E to Amendment 1
Truman Site – Interconnection Agreement

EXHIBIT E

Attachment 6

Amended Transmission Provider's Description of its Upgrades and Best Estimate of Upgrade Costs

The Truman Solar Electric Feeder Extension Project will extend two existing 3-phase 13.8 kV Rebel Hill Substation circuits from their current termini to the proposed Truman Solar site as shown on Drawing File Number 18100, dated May 28, 2019. The two circuits will be extended to the solar interconnection point from an existing underground switchgear on Copse Court (RH224) and a riser constructed on an existing pole near the intersection of St. Charles Road and Elderbrook Drive (RH211), respectively. The proposed 3-phase line extensions will be constructed underground with an overall circuit length of approximately 11,800 feet. This work will include interconnection work consisting of two switchgear and metering lineups on the solar site.

The total estimated cost for this project is \$1,300,000, with approximately \$96,000 in work and materials required for the interconnection facilities on the solar site. Payment for this project is planned to be made from funds appropriated under Capital Improvement Project No. E0205 for Truman Solar Feeder Extension Project.

Reference Drawing File Number 18100, dated May 28, 2019.

Funded per the City Ordinance B167-19, approved on July 1, 2019.

Exhibit F to Amendment 1
Truman Site – Interconnection Agreement

EXHIBIT F

Original Agreement

[See Attached]

**SMALL GENERATOR
INTERCONNECTION AGREEMENT (SGIA)**

(For Generating Facilities No Larger Than 20 MW)

Between

CITY OF COLUMBIA, MISSOURI

And

TRUMAN SOLAR, LLC

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Attachment 1 – Glossary of Terms

Attachment 2 – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Attachment 3 – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4 – Milestones

Attachment 5 – Additional Operating Requirements for the Transmission Provider's Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs

Attachment 6 – Transmission Provider's Description of its Upgrades and Best Estimate of Upgrade Costs

**Interconnection Agreement
(Truman Site)**

This Interconnection Agreement ("Agreement") is by and between the City of Columbia, Missouri (hereinafter "Transmission Provider"), a municipal corporation whose address is 701 E. Broadway, Columbia, Missouri 65201 and Truman Solar, LLC (hereinafter "Interconnection Customer"), a limited liability company authorized to transact business within the State of Missouri and whose address is 3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 904054, and is entered into on the date of the last signatory below (hereinafter "Execution Date"). Transmission Provider and Interconnection Customer are each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Transmission Provider Information

Transmission Provider: City of Columbia, Missouri
Attention: Director of Utilities
Address: P.O. Box 6015
City: Columbia State: MO Zip: 65203
Phone: (573) 874-2489 Email: wlmail@CoMo.gov

Interconnection Customer Information

Interconnection Customer: Truman Solar, LLC
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Customer Application No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.
- 1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Transmission Provider's Transmission System.

- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Transmission Provider.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the Transmission Provider and the Interconnection Customer.
- 1.5 Responsibilities of the Parties
 - 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
 - 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule and, in accordance with this Agreement, and with Good Utility Practice.
 - 1.5.3 The Transmission Provider shall construct, operate, and maintain its Transmission System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
 - 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Transmission Provider and any Affected Systems.
 - 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Transmission Provider and the

Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Transmission Provider's Transmission System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6 The Transmission Provider shall coordinate with all Affected Systems to support the interconnection.

1.5.7 The Interconnection Customer shall ensure "frequency ride through" capability and "voltage ride through" capability of its Small Generating Facility. The Interconnection Customer shall enable these capabilities such that its Small Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Transmission Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to section 2.1 of this agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The Small Generating Facility's protective equipment settings shall comply with the Transmission Provider's automatic load-shed program. The Transmission Provider shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term "ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority on a comparable basis. The term "frequency ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the

Balancing Authority Area on a comparable basis. The term "voltage ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Transmission Provider and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in the Tariff or by the applicable system operator(s) for the Transmission Provider's Transmission System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Transmission Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 Power Factor Design Criteria

1.8.1.1 Synchronous Generation. The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all similarly situated synchronous generators in the control area on a comparable basis.

1.8.1.2 Non-synchronous Generation. The Interconnection Customer

shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established a different power factor range that applies to all similarly situated non-synchronous generators in the control area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting non-synchronous generators that have not yet executed a Facilities Study Agreement as of the effective date of the Final Rule establishing this requirement (Order No. 827).

- 1.8.2 The Transmission Provider is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when the Transmission Provider requests the Interconnection Customer to operate its Small Generating Facility outside the range specified in article 1.8.1. In addition, if the Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.
- 1.8.3 Payments shall be in accordance with the Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of the Commission's prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.
- 1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

- 2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Transmission Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Transmission Provider may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Transmission Provider a written test report when such testing and inspection is completed.
- 2.1.2 The Transmission Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Transmission Provider of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 The Transmission Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Transmission Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Transmission Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the Transmission Provider's Transmission System without prior written authorization of the Transmission Provider. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Transmission Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Transmission Provider at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Transmission Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The Transmission Provider shall promptly file this Agreement with the FERC upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

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 Agreement (if required), which notice has been accepted for filing by FERC.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Transmission Provider 20 Business Days written notice. If the Parties' Power Purchase Agreement is no longer in effect, then Transmission Provider may terminate this Agreement with ninety (90) Business Days' written notice.
- 3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.
- 3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Transmission Provider's Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.
- 3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.
- 3.4 Temporary Disconnection
Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.
 - 3.4.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, the Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (3) that, in the case of the 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 Small Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Transmission Provider may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Transmission Provider shall notify the Interconnection Customer promptly

when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the Transmission Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Transmission Provider's Transmission System or any Affected Systems. 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 both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Transmission Provider may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Transmission Provider's Transmission System when necessary for routine maintenance, construction, and repairs on the Transmission Provider's Transmission System. The Transmission Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Transmission Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Transmission Provider may suspend interconnection service to effect immediate repairs on the Transmission Provider's Transmission System. The Transmission Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Transmission Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Transmission Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Transmission Provider's Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Transmission Provider may disconnect the Small Generating Facility. The Transmission Provider shall provide the

Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the Transmission Provider before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Transmission Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and the Transmission Provider's Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Transmission Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Transmission Provider.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Transmission Provider's Interconnection Facilities.

4.2 Distribution Upgrades

The Transmission Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the

Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Transmission Provider or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Transmission Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.2.1 Repayment of Amounts Advanced for Network Upgrades

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

5.2.1.1 Notwithstanding the foregoing, the Interconnection Customer, the Transmission Provider, and any applicable Affected System operators may adopt any alternative payment

schedule that is mutually agreeable so long as the Transmission Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Transmission Provider or any applicable Affected System operators will continue to provide payments to the 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.

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

5.3 Special Provisions for Affected Systems

Unless the Transmission Provider provides, under this Agreement, for the repayment of amounts advanced to any applicable Affected System operators for Network Upgrades, the Interconnection Customer and Affected System operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operator as well as the repayment by Affected System operator.

5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, 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 the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network

Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Small Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Transmission Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within three months of completing the construction and installation of the Transmission Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Transmission Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Transmission Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Transmission Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Transmission Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not

unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Transmission Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Transmission Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Transmission Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Transmission Provider under this Agreement during its term. In addition:

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

6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Transmission Provider and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

7.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the

Interconnection Customer promptly notifies the Transmission Provider of any such assignment;

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Transmission Provider, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Transmission Provider of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

To the fullest extent not prohibited by law, Interconnection Customer shall indemnify and hold harmless Transmission Provider, its directors, officers, agents, and employees from and against all Claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Interconnection Customer, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Interconnection Customer or a subcontractor for part of the services), of anyone directly or indirectly employed by Interconnection Customer or by an subcontractor, or for anyone whose acts Interconnection Customer or its subcontractor may be liable, in connection with providing the services in this Agreement. This provision does not, however, require Interconnection Customer to indemnify, hold harmless, or defend Transmission Provider from the negligence of Transmission Provider, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Transmission Provider or a subcontractor for part of the services), of anyone directly or indirectly employed by Transmission Provider or by an subcontractor, or for anyone whose acts Transmission Provider or its subcontractor may be liable.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement 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.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event 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."

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the

defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

- 7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

- 8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Transmission Provider, except that the Interconnection Customer shall show proof of insurance to the Transmission Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.
- 8.2 The Transmission Provider agrees to maintain general liability insurance or self-insurance consistent with the Transmission Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Transmission Provider's liabilities undertaken pursuant to this Agreement.

- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

Transmission Provider is subject to the provisions of Missouri Revised Statutes Chapter 610, Governmental Bodies and Records (hereinafter, "**Missouri Sunshine Law**"). The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Interconnection Customer shall maintain the confidentiality of information and records which are not subject to public disclosure under the Missouri Sunshine Law. Interconnection Customer shall not disclose to any third party, or use for any purpose inconsistent with this Agreement, any confidential user information it receives in connection with performance of its obligations under this Agreement. Interconnection Customer should maintain its own confidential and proprietary information it believes to be closed under the Missouri Sunshine Law. If Interconnection Customer provides any information or documents to Transmission Provider that it believes are closed records (including but not necessarily limited to, records relating to scientific technological innovations in which the Interconnection Customer has a proprietary interest), then Interconnection Customer shall designate such records to be "confidential" or "proprietary" by conspicuously marking the records as such. If the Transmission Provider receives an open records request for any such records marked by Interconnection Customer as "confidential" or "proprietary", then Transmission Provider will notify Interconnection Customer to allow Interconnection Customer an opportunity to protect such documents from public disclosure.

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, the Parties may consent to contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.
- 10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their

dispute. DRS can be reached at 1-877-337-2237 or via the internet at <http://www.ferc.gov/legal/adr.asp>.

- 10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.
- 10.6 If the Parties do not consent to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

- 12.1 Governing Law, Regulatory Authority, and Rules
This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- 12.2 Amendment
The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under article 12.12 of this Agreement.
- 12.3 No Third-Party Beneficiaries
This Agreement 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.

12.4 Waiver

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

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement 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 Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, 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 Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 *Reserved.*

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and

effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all Transmission Providers, market participants, and Interconnection Customers interconnected to electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

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

- 12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Transmission Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding

upon, and shall be construed as having application to, any subcontractor of such Party.

- 12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Agreement 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 the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement 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, except to the extent that the Parties otherwise agree as provided herein.

- 12.13 No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protection as provided by federal and state constitution or laws.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: Truman Solar, LLC
Attention: Asset Management
Address: 3250 Ocean Park Blvd, Suite 355
City: Santa Monica State: CA Zip: 90405
Phone: 800-854-5922 Email: assetmanagement@ccrenew.com

If to the Transmission Provider:

Transmission Provider: City of Columbia, MO
Attention: Director of Utilities
Address: P.O. Box 6015
City: Columbia State: MO Zip: 65205

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: Truman Solar, LLC
Attention: Accounts Payable
Address: 3250 Ocean Park Blvd, Suite 355
City: Santa Monica State: CA Zip: 90405
Email: ap@ccrenew.com

Transmission Provider:

Transmission Provider: City of Columbia, MO
Attention: Director of Utilities
Address: P.O. Box 6015
City: Columbia State: MO Zip: 65205

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: Truman Solar, LLC
Attention: Chris Norqual – Director of Utilities
Address: 3250 Ocean Park Blvd, Suite 355
City: Santa Monica State: CA Zip: 90405
Phone: 213-347-9377 Email: utility@ccrenew.com

If to the Transmission Provider:

Transmission Provider: City of Columbia, MO
Attention: Director of Utilities
Address: P.O. Box 6015
City: Columbia State: MO Zip: 65205
Phone: (573) 874-2489 Email: wlmail@CoMo.gov

13.4 Designated Operating Representative

Small Generator Interconnection Agreement (SGIA)

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: Truman Solar, LLC
Attention: Cypress Creek O&M, LLC
Address: 5310 South Alston Ave, Bldg 300
City: Durham State: NC Zip: 27713
Phone: 888-851-1420 Email: service@ccrenew.com

Transmission Provider's Operating Representative:

Transmission Provider: City of Columbia, MO
Attention: Director of Utilities
Address: P.O. Box 6015
City: Columbia State: MO Zip: 65205
Phone: (573) 874-2489 Email: wlmail@CoMo.gov

13.5 Changes to the Notice Information

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective duly authorized representatives as of the date of the last signatory below.

Transmission Provider: **CITY OF COLUMBIA, MO**

By: 

Mike Matthes, City Manager

Date: 2-9-18

ATTEST:

By: 

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: 

Nancy Thompson, City Counselor AK

Interconnection Customer: **TRUMAN SOLAR, LLC**

By: 

Name: Matthew McGovern

Title: Authorized Person

Date: 12/19/17

Attachment 1

Glossary of Terms

Affected System – An electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Applicable Laws and Regulations – 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.

Business Day – Monday through Friday, excluding Federal Holidays.

Default – The failure of a breaching Party to cure its breach under the Small Generator Interconnection Agreement.

Distribution System – The Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

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 Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the Transmission Provider, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Transmission Provider's Transmission System.

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

Interconnection Request – The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Transmission Provider's Transmission System.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Network Upgrades – Additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Small Generating Facility interconnects with the Transmission Provider's Transmission System to accommodate the interconnection of the Small Generating Facility with the Transmission Provider's Transmission System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Transmission Provider's requirements, including those set forth in the Small Generator Interconnection Agreement.

Party or Parties – The Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Transmission Provider's Transmission System.

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

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

Tariff – The Transmission Provider or Affected System's 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 Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

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

Transmission System – The facilities owned, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service under the Tariff.

Upgrades – The required additions and modifications to the Transmission Provider's Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2

Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Transmission Provider, or the Transmission Owner. The Transmission Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Attachment 3

**One-line Diagram Depicting the Small Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**

Attachment 4

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the Transmission Provider _____ Date _____

For the Transmission Owner (If Applicable) _____
Date _____

For the Interconnection Customer _____ Date _____

Attachment 5

**Additional Operating Requirements for the Transmission Provider's
Transmission System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

The Transmission Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Transmission Provider's Transmission System.

Attachment 6

**Transmission Provider's Description of its Upgrades
and Best Estimate of Upgrade Costs**

The Transmission Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Transmission Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.