Open Access Transmission Tariff

Of

Northern States Power Company

Northern States Power Company (Wisconsin)

Public Service Company of Colorado

Southwestern Public Service Company

The Utility Operating Company Subsidiaries Of Xcel Energy Inc.

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Additional Volumes of
Xcel Energy Operating Companies
Transmission Service Tariffs

Volume No.	Contents
Joint Open Access Transmission Tariff	
Original Volume 2	Reserved for Future Use
FERC Electric Transmission Tariff	
Original Volume 3	Northern States Power Company transmission rate schedules
Original Volume 4	Northern States Power Company (Wisconsin) transmission rate schedules
Original Volume 5	Public Service Company of Colorado transmission rate schedules
Original Volume 6	Southwestern Public Service Company) transmission rate schedules
Original Volume 7	WestConnect Point-to-Point Regional Transmission Service Experiment Tariff

Note: The noted tariff volumes contain transmission-related rate schedules filed by the Transmission Services function of the Xcel Energy Operating Companies.

Rate schedules related to electric supply services may be found in the Electric Services Tariffs separately maintained by the Xcel Energy Markets function.

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I. COMMON SERVICE PROVISIONS

1 Definitions

1.1 Affiliate: 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.

1.2 Ancillary Services: Those services, that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

1.3 Annual Transmission Costs: The total annual cost of the Transmission System for purposes of Network Integration Transmission Service shall be the amount specified in Attachment H until amended by the Transmission Provider or modified by the Commission.

1.4 Application: A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.

1.5 Commission: The Federal Energy Regulatory Commission.

1.6 Completed Application: An Application that satisfies all of the information and other requirements of the Tariff, including any required deposit.

1.7 Control Area: Control Area shall have the same meaning as Balancing Authority Area, as defined in 36.3. A Control Area is a electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

(1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);

(2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

(3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and

(4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

1.8 Curtailment: A reduction in firm or non-firm transmission service in response to either a transfer capability shortage as a result of system reliability conditions or as a means to reduce scheduled interchange within the Control Area to satisfy provisions of a contract or agreement.

1.9 Delivering Party: The entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

1.10 Designated Agent: Any entity that performs actions or functions on behalf of the Transmission Provider, an Eligible Customer, or the Transmission Customer required under the Tariff.

1.11 Direct Assignment Facilities: Facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to Commission approval.

1.12 Eligible Customer: (i) Any electric utility (including the Transmission Provider and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Provider offer the unbundled transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider. (ii) Any retail customer taking unbundled transmission service pursuant to a state requirement that the Transmission Provider offer the transmission service, or pursuant to a voluntary offer of such service by the Transmission Provider, is an Eligible Customer under the Tariff.

1.13 Facilities Study: An engineering study conducted by the Transmission Provider to determine the required modifications to the Transmission Provider's Transmission System, including the cost and scheduled completion date for such modifications that will be required to provide the requested transmission service.

1.14 Firm Point-To-Point Transmission Service: Transmission Service under this Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Part II of this Tariff.

1.15 Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility 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, including those practices required by Federal Power Act section 215(a)(4).

1.16 Interruption: A reduction in non-firm transmission service due to economic reasons pursuant to Section 14.7.

1.17 Load Ratio Share: For Network Integration Transmission Service where PSCo is the Transmission Provider, the Load Ratio Share shall be the ratio of a Transmission Customer's Average Network Load to the Transmission Provider's Average Transmission System Load computed in accordance with Sections 34.3 and 34.6 of the Network Integration Transmission Service under Part III of the Tariff.

For Network Integration Transmission Service where NSP is the Transmission Provider, the Load Ratio Share shall be the ratio of a Transmission Customer's Network Load to the Transmission Provider's total Transmission System Load computed in accordance with Section 34.5 of the Network Integration Transmission Service under Part III of the Tariff.

For Network Integration Transmission Service where SPS is the Transmission Provider, the Load Ratio Share shall be the ratio of a Transmission Customer's Average Network Load to the Transmission Provider's Average Transmission System Load computed in accordance with Sections 34.3 and 34.6 of the Network Integration Transmission Service under Part III of the Tariff.

1.18 Load Shedding: The systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Part III of the Tariff.

1.19 Long-Term Firm Point-To-Point Transmission Service: Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of one year or more.

1.20 Native Load Customers: The wholesale and retail power customers of the Transmission Provider on whose behalf the Transmission Provider, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Provider's system to meet the reliable electric needs of such customers.

1.21 NERC TLR Procedures: Transmission Loading Relief procedures developed by the North American Electric Reliability Council ("NERC") which enable Transmission Providers to curtail transactions both on and off the contract path that contribute to an overload on the electric system in order to preserve system reliability.

1.22 Network Customer: An entity receiving transmission service pursuant to the terms of the Transmission Provider's Network Integration Transmission Service under Part III of the Tariff.

1.23 Network Integration Transmission Service: The transmission service provided under Part III of the Tariff.

1.24 Network Load: The load that a Network Customer designates for Network Integration Transmission Service under Part III of the Tariff. The Network Customer's Network Load shall include all load served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of

Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Part II of the Tariff for any Point-To-Point Transmission Service that may be necessary for such non-designated load.

1.25 Network Operating Agreement: An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.

1.26 Network Operating Committee: A group made up of representatives from the Network Customer(s) and the Transmission Provider established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part III of this Tariff.

1.27 Network Resource: Any designated generating resource owned, purchased or leased by a Network Customer under the Network Integration Transmission Service 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, except for purposes of fulfilling obligations under a reserve sharing program.

1.28 Network Upgrades: Modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider's overall Transmission System for the general benefit of all users of such Transmission System.

1.29 Non-Firm Point-To-Point Transmission Service: Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Section 14.7 under Part II of this Tariff. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.

1.30 Non-Firm Sale: An energy sale for which receipt or delivery may be interrupted for any reason or no reason, without liability on the part of either the buyer or seller.

1.31 Non-Variable Energy Resource: Non-Variable Energy Resource is a device for the production of electricity that is not a Variable Energy Resource.

1.32 Open Access Same-Time Information System (OASIS): The information system and standards of conduct contained in Part 37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.

1.33 Part I: Tariff Definitions and Common Service Provisions contained in Sections 2 through 12.

1.34 Part II: Tariff Sections 13 through 27 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.35 Part III: Tariff Sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.35A Part IV: Tariff Sections 36 through 40 pertaining to Balancing Authority Ancillary Services in conjunction with the applicable Common Service Provisions of Part I and appropriate Schedules and Attachments.

1.36 Parties: The Transmission Provider and the Transmission Customer or Ancillary Service Customer receiving service under the Tariff.

1.37 Point(s) of Delivery: Point(s) on the Transmission Provider's Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Part II of the Tariff. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

1.38 Point(s) of Receipt: Point(s) of interconnection on the Transmission Provider's Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Part II of the Tariff. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

1.39 Point-To-Point Transmission Service: The reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Part II of the Tariff.

1.40 Power Purchaser: The entity that is purchasing the capacity and energy to be transmitted under the Tariff.

1.41 Pre-Confirmed Application: An Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

1.42 Receiving Party: The entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.

1.43 Regional Transmission Group (RTG): A voluntary organization of transmission owners, transmission users and other entities approved by the Commission to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

1.44 Reserved Capacity: The maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the

Transmission Provider's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Part II of the Tariff. Reserved Capacity shall be expressed in terms of whole megawatts (500 kW per hour on the NSP System) on a sixty (60) minute interval (commencing on the clock hour) basis.

1.45 Service Agreement: The initial agreement and any amendments or supplements thereto entered into by the Transmission Customer or Ancillary Service Customer and the Transmission Provider for service under the Tariff.

1.46 Service Commencement Date: The date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Section 15.3, Section 29.1, or Section 37.5 under the Tariff.

1.47 Short-Term Firm Point-To-Point Transmission Service: Firm Point-To-Point Transmission Service under Part II of the Tariff with a term of less than one year.

1.48 System Condition: A specified condition on the Transmission Provider's system or on a neighboring system, such as a constrained transmission element or flowgate that may trigger Curtailment of Long-Term Firm Point-to-Point Transmission Service using the curtailment priority pursuant to Section 13.6. Such conditions must be identified in the Transmission Customer's Service Agreement.

1.49 System Impact Study: An assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate a request for either Firm Point-To-Point Transmission Service or Network Integration Transmission Service and (ii) whether any additional costs may be incurred in order to provide transmission service.

1.50 Third-Party Sale: Any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service that utilizes the Transmission Provider's transmission system.

1.51 Transmission Customer: Any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission, a proposed unexecuted Service Agreement to receive transmission service under Part II of the Tariff. This term is used in the Part I Common Service Provisions to include customers receiving transmission service under Part II and Part III of this Tariff.

1.52 Transmission Provider: Northern States Power Company (Minnesota) (or its intended successor-in-interest to its utility business) and Northern States Power Company (Wisconsin) (collectively "NSP Companies" or as "NSP"), Public Service Company of Colorado ("PSCo"), or Southwestern Public Service Company ("SPS"), each of which is an operating subsidiary of Xcel Energy Inc. ("Xcel"). NSP, PSCo, and SPS are public utilities that own, control, or operate facilities used for the transmission of electric energy in interstate commerce and provide transmission service under the Tariff. For Network Integration Transmission Service across the Lamar Tie between SPS and PSCo that implements transactions under the Xcel Energy Joint Operating Agreement, the

Transmission Provider is both SPS and PSCo. For non-grandfathered Network Integration Transmission Service or Point to Point Service between SPS and PSCo across the Lamar Tie, the Transmission Provider is both the Southwest Power Pool, Inc. under the SPP Open Access Transmission Tariff (SPP OATT) and PSCo under the Tariff.

1.53 Transmission Provider's Monthly Transmission System Peak: The maximum firm usage of the Transmission Provider's Transmission System in a calendar month, including all Network Load and Firm Point-To-Point Transmission Service.

1.54 Transmission Service: Point-To-Point Transmission Service provided under Part II of the Tariff on a firm and non-firm basis.

1.55 Transmission System: The facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under Part II, Part III and Part IV of the Tariff.

1.56 Variable Energy Resource: A 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.

2 Initial Allocation and Renewal Procedures

2.1 Initial Allocation of Available Transfer Capability: For purposes of determining whether existing capability on the Transmission Provider's Transmission System is adequate to accommodate a request for firm service under this Tariff, all Completed Applications for new firm transmission service received during the initial sixty (60) day period commencing with the effective date of the Tariff will be deemed to have been filed simultaneously. A lottery system conducted by an independent party shall be used to assign priorities for Completed Applications filed simultaneously. All Completed Applications for firm transmission service received after the initial sixty (60) day period shall be assigned a priority pursuant to Section 13.2.

2.2 Reservation Priority For Existing Firm Service Customers: Existing firm service customers (wholesale requirements and transmission-only, with a contract term of five years or more), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Provider or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider's Transmission System cannot accommodate all of the requests for transmission service the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service; provided that, the firm service customer shall have a right of first refusal at the end of such service only if the new contract is for five years or more. The existing firm service customer must provide notice to the Transmission Provider whether it will exercise its right of first refusal no less than one year prior to the expiration date of its transmission service agreement. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of five years or longer. Service agreements subject to a right of first refusal entered into prior to August 18, 2008 or associated with a transmission service request received prior to July 13, 2007, unless terminated, will become subject to the five year/one year requirement on the first rollover date after August 18, 2008; provided that, the one-year notice requirement shall apply to such service agreements with five years or more left in their terms as of August 18, 2008.

3 Ancillary Services

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. The Transmission Provider is required to provide (or offer to arrange with the local Control Area operator as discussed below), and the Transmission Customer is required to purchase, the following Ancillary Services: (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources.

The Transmission Provider is required to offer to provide (or offer to arrange with the local Control Area operator as discussed below) the following Ancillary Services only to the Transmission Customer serving load within the Transmission Provider's Control Area: (i) Regulation and Frequency Response, (ii) Energy Imbalance, (iii) Operating Reserve - Spinning, (iv) Operating Reserve – Supplemental and (v) for service provided over the Public Service Company of Colorado system, Flex Reserve Service. The Transmission Customer serving load within the Transmission Provider's Control Area is required to acquire these Ancillary Services, whether from the Transmission Provider, from a third party, or by self-supply.

The Transmission Provider is required to provide (or offer to arrange with the local Control Area Operator as discussed below), to the extent it is physically feasible to do so from its resources or from resources available to it, Generator Imbalance Service when Transmission Service is used to deliver energy from a generator located within its Control Area. The Transmission Customer using Transmission Service to deliver energy from a generator located within the Transmission Provider’s Control Area is required to acquire Generator Imbalance Service, whether from the Transmission Provider, from a third party, or by self-supply.

The Transmission Customer may not decline the Transmission Provider's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. The Transmission Customer must list in its Application which Ancillary Services it will purchase from the Transmission Provider. A Transmission Customer that exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or an Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved is required to pay for all of the Ancillary Services identified in this section that were provided by the Transmission Provider associated with the unreserved service. The Transmission Customer or Eligible Customer will pay for Ancillary Services based on the amount of transmission service it used but did not reserve.

If the Transmission Provider is a public utility providing transmission service but is not a Control Area operator, it may be unable to provide some or all of the Ancillary Services. In this case, the Transmission Provider can fulfill its obligation to provide Ancillary Services by acting as the Transmission Customer's agent to secure these Ancillary Services from the Control Area operator. The Transmission Customer may elect to (i) have the Transmission Provider act as its agent, (ii) secure the Ancillary Services directly from the Control Area operator, or (iii) secure the Ancillary Services (discussed

in Schedules 3, 4, 5, 6, 16(applicable to service over the Public Service Company of Colorado system), and 9) from a third party or by self-supply when technically feasible.

The Transmission Provider shall specify the rate treatment and all related terms and conditions in the event of an unauthorized use of Ancillary Services by the Transmission Customer. The specific Ancillary Services, prices and/or compensation methods are described on the Schedules that are attached to and made a part of the Tariff. Three principal requirements apply to discounts for Ancillary Services provided by the Transmission Provider in conjunction with its provision of transmission service as follows:

(1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. A discount agreed upon for an Ancillary Service must be offered for the same period to all Eligible Customers on the Transmission Provider's system.

Transmission Provider shall credit any Schedule 4 or Schedule 9 revenues in excess of incremental costs on an hourly basis. Penalty revenues received from offending customers each hour shall be credited to all non-offending customers for that same hour in proportion to each non-offending customer’s usage of the transmission system in MW during that hour, including the Transmission Provider’s bundled load. Any credits shall be applied to customers’ bills in the next billing month after hourly pricing is final.

Sections 3.1 through 3.8 below list the eight Ancillary Services.

3.1 **Scheduling, System Control and Dispatch Service**: The rates and/or methodology are described in Schedule 1.

3.2 **Reactive Supply and Voltage Control from Generation or Other Sources Service**: The rates and/or methodology are described in Schedule 2.

3.3 **Regulation and Frequency Response Service**: Where applicable the rates and/or methodology are described in Schedule 3 and Schedule 3A.

3.4 **Energy Imbalance Service**: Where applicable the rates and/or methodology are described in Schedule 4.

3.5 **Operating Reserve** - Spinning Reserve Service: Where applicable the rates and/or methodology are described in Schedule 5.

3.6 **Operating Reserve** - Supplemental Reserve Service: Where applicable the rates and/or methodology are described in Schedule 6.

3.7 **Flex Reserve Service** - Where applicable the rates and/or methodology are described in Schedule 16 for service provided over the Public Service Company

of Colorado system.

3.8 Generator Imbalance Service: Where applicable the rates and/or methodology are described in Schedule 9.

4 Open Access Same-Time Information System

4.1 Terms and Conditions: Terms and conditions regarding Open Access Same-Time Information System and standards of conduct are set forth in 18 CFR § 37 of the Commission's regulations (Open Access Same-Time Information System and Standards of Conduct for Public Utilities), and 18 C.F.R. § 38 of the Commission's regulations (Business Practice Standards and Communication Protocols for Public Utilities). In the event available transfer capability as posted on the OASIS is insufficient to accommodate a request for firm transmission service, additional studies may be required as provided by this Tariff pursuant to Sections 19 and 32.

The Transmission Provider shall post on OASIS and its public website an electronic link to all rules, standards and practices that (i) relate to the terms and conditions of transmission service, (ii) are not subject to a North American Energy Standards Board (NAESB) copyright restriction, and (iii) are not otherwise included in this Tariff. The Transmission Provider shall post on OASIS and on its public website an electronic link to the NAESB website where any rules, standards and practices that are protected by copyright may be obtained. The Transmission Provider shall also post on OASIS and its public website an electronic link to a statement of the process by which the Transmission Provider shall add, delete or otherwise modify the rules, standards and practices that are not included in this tariff. Such process shall set forth the means by which the Transmission Provider shall provide reasonable advance notice to Transmission Customers and Eligible Customers of any such additions, deletions or modifications, the associated effective date, and any additional implementation procedures that the Transmission Provider deems appropriate.

4.2 NAESB WEQ Business Practice Standards

The current versions of the NAESB WEQ Business Practice Standards incorporated by reference into the Commission's regulations as specified in Part 38 of the Commission's regulations (18 CFR Part 38) are incorporated by reference into this tariff.[1]

[1] Please see the business practices posted on the PSCo OASIS site for additional information.

5 Local Furnishing Bonds

5.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds: This provision is applicable only to Transmission Providers that have financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this Tariff, the Transmission Provider shall not be required to provide transmission service to any Eligible Customer pursuant to this Tariff if the provision of such transmission service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance the Transmission Provider's facilities that would be used in providing such transmission service.

5.2 Alternative Procedures for Requesting Transmission Service:

(i) If the Transmission Provider determines that the provision of transmission service requested by an Eligible Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such transmission service, it shall advise the Eligible Customer within thirty (30) days of receipt of the Completed Application.

(ii) If the Eligible Customer thereafter renews its request for the same transmission service referred to in (i) by tendering an application under Section 211 of the Federal Power Act, the Transmission Provider, within ten (10) days of receiving a copy of the Section 211 application, will waive its rights to a request for service under Section 213(a) of the Federal Power Act and to the issuance of a proposed order under Section 212(c) of the Federal Power Act. The Commission, upon receipt of the Transmission Provider's waiver of its rights to a request for service under Section 213(a) of the Federal Power Act and to the issuance of a proposed order under Section 212(c) of the Federal Power Act, shall issue an order under Section 211 of the Federal Power Act. Upon issuance of the order under Section 211 of the Federal Power Act, the Transmission Provider shall be required to provide the requested transmission service in accordance with the terms and conditions of this Tariff.

6 Reciprocity

A Transmission Customer receiving transmission service under this Tariff agrees to provide comparable transmission service that it is capable of providing to the Transmission Provider on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate Affiliates. A Transmission Customer that is a member of, or takes transmission service from, a power pool, Regional Transmission Group, Regional Transmission Organization (RTO), Independent System Operator (ISO) or other transmission organization approved by the Commission for the operation of transmission facilities also agrees to provide comparable transmission service to the transmission owning members of such power pool and Regional Transmission Group, RTO, ISO or other transmission organization on similar terms and conditions over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer and over facilities used for the transmission of electric energy owned, controlled or operated by the Transmission Customer's corporate Affiliates. This reciprocity requirement applies not only to the Transmission Customer that obtains transmission service under the Tariff, but also to all parties to a transaction that involves the use of transmission service under the Tariff, including the power seller, buyer and any intermediary, such as a power marketer. This reciprocity requirement also applies to any Eligible Customer that owns, controls or operates transmission facilities that uses an intermediary, such as a power marketer, to request transmission service under the Tariff. If the Transmission Customer does not own, control or operate transmission facilities, it must include in its Application a sworn statement of one of its duly authorized officers or other representatives that the purpose of its Application is not to assist an Eligible Customer to avoid the requirements of this provision.

7 Billing and Payment

7.1 Billing Procedure: Within a reasonable time after the first day of each month, the Transmission Provider shall submit an invoice to the Transmission Customer for the charges for all services furnished under the Tariff during the preceding month. The invoice shall be paid by the Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to the Transmission Provider, or by wire transfer to a bank named by the Transmission Provider.

7.2 Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Transmission Provider.

7.3 Customer Default: In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to the Transmission Provider on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Transmission Provider notifies the Transmission Customer to cure such failure, a default by the Transmission Customer shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission so approves any such request. In the event of a billing dispute between the Transmission Provider and the Transmission Customer, the Transmission Provider will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then the Transmission Provider may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy.

8 Accounting for the Transmission Provider's Use of the Tariff

The Transmission Provider shall record the following amounts, as outlined below.

8.1 Transmission Revenues: Include in a separate operating revenue account or subaccount the revenues it receives from Transmission Service when making Third-Party Sales under Part II of the Tariff.

8.2 Study Costs and Revenues: Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies which the Transmission Provider conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under the Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Transmission Customer's billing under the Tariff.

9 Regulatory Filings

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the right of the Transmission Provider to unilaterally make application to the Commission for a change in rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation under Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under the Tariff to exercise its rights under the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

10 Force Majeure and Indemnification

10.1 Force Majeure: An event of Force Majeure means 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 Curtailment, 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. Neither the Transmission Provider nor the Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

10.2 Indemnification: The Transmission Customer shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, 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 Transmission Provider's performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

11 Creditworthiness

The Transmission Provider will specify its Creditworthiness procedures in Attachment Q.

12 Dispute Resolution Procedures

12.1 Internal Dispute Resolution Procedures: Any dispute between a Transmission Customer and the Transmission Provider involving transmission service under the Tariff (excluding applications for rate changes or other changes to the Tariff, or to any Service Agreement entered into under the Tariff, which shall be presented directly to the Commission for resolution), including disputes regarding the Transmission Planning Process under Attachment R, shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Transmission Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may agree upon, by mutual agreement, such dispute may be submitted to mediation or arbitration and resolved in accordance with the mediation or arbitration procedures set forth below.

12.2 Mediation Procedures: Any dispute as to a matter under the Tariff, including disputes regarding the Transmission Planning Process under Attachment R, may be referred to non-binding mediation subsequent to informal dispute resolution under the procedures set forth in section 12.1 above. Either party to the dispute may request mediation. Any mediation initiated under the Tariff shall be facilitated by a single neutral mediator appointed by the Parties. If the Parties fail to agree upon a mediator within ten (10) calendar days of the referral of the dispute to mediation, the mediator shall be selected through the Commercial Mediation Procedures of the American Arbitration Association. In any case, the mediator shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the mediation (except as a mediator or arbitrator in a prior mediation or arbitration). The mediator shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the mediation in accordance with the Commercial Mediation Procedures of the American Arbitration Association.

Unless otherwise agreed to by the Parties, the Mediation shall be held in the headquarters city of the relevant Xcel Energy Operating Company.

In the event the Parties and Mediator are unable to resolve the dispute within ninety (90) days, or such other period as the Parties may agree upon, by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

12.3 External Arbitration Procedures: Any arbitration initiated under the Tariff, including disputes regarding the Transmission Planning Process under Attachment R, shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, each Party shall choose one

arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except as a mediator or arbitrator in a prior mediation or arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any applicable Commission regulations or Regional Transmission Group rules.

12.4 Arbitration Decisions: Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Service Agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with the Commission if it affects jurisdictional rates, terms and conditions of service or facilities.

12.5 Costs: Each Party shall be responsible for its own costs incurred during the mediation or arbitration process and for the following costs, if applicable:

(A) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or

(B) one half the cost of the single arbitrator jointly chosen by the Parties.

12.6 Rights Under The Federal Power Act: Nothing in this section shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the Federal Power Act.

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff unless such transmission service is available under the Open-Access Transmission Tariff of the Southwest Power Pool (SPP OATT) or the Midcontinent Independent System Operator (MISO OATT). Generally, service over the SPS system is provided under the SPP OATT and service over the NSP system is provided under the MISO OATT. Point-To-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transfer of such capacity and energy to designated Point(s) of Delivery.

Proposed Effective Date: 6-8-2021

Approved Effective Date: 7-26-2021

13 Nature of Firm Point-to-Point Service

13.1 Term: The minimum term of Firm Point-To-Point Transmission Service shall be one day and the maximum term shall be specified in the Service Agreement.

13.2 Reservation Priority:

(i) Long-Term Firm Point-To-Point Transmission Service shall be available on a first-come, first-served basis, i.e., in the chronological sequence in which each Transmission Customer has requested service.

(ii) Reservations for Short-Term Firm Point-To-Point Transmission Service will be conditional based upon the length of the requested transaction or reservation. However, Pre-Confirmed Applications for Short-Term Point-to-Point Transmission Service will receive priority over earlier-submitted requests that are not Pre-Confirmed and that have equal or shorter duration. Among requests or reservations with the same duration and, as relevant, pre-confirmation status (pre-confirmed, confirmed, or not confirmed), priority will be given to an Eligible Customer's request or reservation that offers the highest price, followed by the date and time of the request or reservation.

(iii) If the Transmission System becomes oversubscribed, requests for service may preempt competing reservations up to the following conditional reservation deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transfer capability is insufficient to satisfy all requests and reservations, an Eligible Customer with a reservation for shorter term service or equal duration service and lower price has the right of first refusal to match any longer term request or equal duration service with a higher price before losing its reservation priority. A longer term competing request for Short-Term Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 13.8) from being notified by the Transmission Provider of a longer-term competing request for Short-Term Firm Point-To-Point Transmission Service. When a longer duration request preempts multiple shorter duration reservations, the shorter duration reservations shall have simultaneous opportunities to exercise the right of first refusal. Duration, price and time of response will be used to determine the order by which the multiple shorter duration reservations will be able to exercise the right of first refusal. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff.

(iv) Firm Point-To-Point Transmission Service will always have a reservation priority over Non-Firm Point-To-Point Transmission Service under the Tariff. All Long-Term Firm Point-To-Point Transmission Service will have equal reservation priority with Native Load Customers and Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.2.

13.3 Use of Firm Transmission Service by the Transmission Provider: The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under (i) agreements executed on or after July 9, 1996 or (ii) agreements executed prior to the aforementioned date that the Commission requires to be unbundled, by the date specified by the Commission. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

13.4 Service Agreements: The Transmission Provider shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A-2) to an Eligible Customer when it submits a Completed Application for Long-Term Firm Point-To-Point Transmission Service. The Transmission Provider shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A-1) to an Eligible Customer when it first submits a Completed Application for Short-Term Firm Point-To-Point Transmission Service pursuant to the Tariff. Executed Service Agreements that contain the information required under the Tariff shall be filed with the Commission in compliance with applicable Commission regulations. An Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved and that has not executed a Service Agreement will be deemed, for purposes of assessing any appropriate charges and penalties, to have executed the appropriate Service Agreement. The Service Agreement shall, when applicable, specify any conditional curtailment options selected by the Transmission Customer. Where the Service Agreement contains conditional curtailment options and is subject to a biennial reassessment as described in Section 15.4, the Transmission Provider shall provide the Transmission Customer notice of any changes to the curtailment conditions no less than 90 days prior to the date for imposition of new curtailment conditions. Concurrent with such notice, the Transmission Provider shall provide the Transmission Customer with the reassessment study and a narrative description of the study, including the reasons for changes to the number of hours per year or System Conditions under which conditional curtailment may occur.

13.5 Transmission Customer Obligations for Facility Additions or Redispatch Costs: In cases where the Transmission Provider determines that the Transmission System is not capable of providing Firm Point-To-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers, Network Customers and other Transmission Customers taking Firm Point-To-Point Transmission Service, or (2) interfering with the Transmission Provider's ability to meet prior firm contractual

commitments to others, the Transmission Provider will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 15.4. The Transmission Customer must agree to compensate the Transmission Provider for any necessary transmission facility additions pursuant to the terms of Section 27. To the extent the Transmission Provider can relieve any system constraint by redispatching the Transmission Provider's resources, it shall do so, provided that the Eligible Customer agrees to compensate the Transmission Provider pursuant to the terms of Section 27 and agrees to either (i) compensate the Transmission Provider for any necessary transmission facility additions or (ii) accept the service subject to a biennial reassessment by the Transmission Provider of redispatch requirements as described in Section 15.4. Any redispatch, Network Upgrade or Direct Assignment Facilities costs to be charged to the Transmission Customer on an incremental basis under the Tariff will be specified in the Service Agreement prior to initiating service.

13.6 Curtailment of Firm Transmission Service: In the event that a Curtailment on the Transmission Provider's Transmission System, or a portion thereof, is required to maintain reliable operation of such system and the system directly and indirectly interconnected with Transmission Provider's Transmission System, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. Transmission Provider may elect to implement such Curtailments pursuant to the transmission loading relief procedures specified in Attachment J. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, the Transmission Provider will curtail service to Network Customers and Transmission Customers taking Firm Point-To-Point Transmission Service on a basis comparable to the curtailment of service to the Transmission Provider's Native Load Customers. All Curtailments will be made on a non-discriminatory basis, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. Long-Term Firm Point-to-Point Service subject to conditions described in Section 15.4 shall be curtailed with secondary service in cases where the conditions apply, but otherwise will be curtailed on a pro rata basis with other Firm Transmission Service. When the Transmission Provider determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Transmission Service, the Transmission Customer shall make the required reductions upon request of the Transmission Provider. However, the Transmission Provider reserves the right to Curtail, in whole or in part, any Firm Transmission Service provided under the Tariff when, in the Transmission Provider's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. The Transmission Provider will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments.

13.7 Classification of Firm Transmission Service:

(a) The Transmission Customer taking Firm Point-To-Point Transmission Service may (1) change its Receipt and Delivery Points to obtain service

on a non-firm basis consistent with the terms of Section 22.1 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 22.2.

(b) The Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on the Transmission Provider's Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.

(c) The Transmission Provider shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. Each Point of Delivery at which firm transfer capability is reserved by the Transmission Customer shall be set forth in the Firm Point-To-Point Service Agreement for Long-Term Firm Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Transmission. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Transmission Customer's Reserved Capacity. The Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7. The Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in Section 22. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved.

13.8.1 Scheduling of Firm Point-To-Point Transmission Service on the PSCo System: Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 10:00 a.m. of the day prior to commencement of such service provided that Schedules for Sundays, Mondays, and holidays should be delivered by 10:00 a.m. on Friday or the regular business day immediately preceding. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hour-to-hour and intra-hour (four intervals consisting of fifteen minute

schedules) schedules of any capacity and energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their service requests at a common point of receipt into units of 1,000 kW per hour for scheduling and billing purposes. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next scheduling interval provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour and intra-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

13.8.2 Scheduling of Firm Point-To-Point Transmission Service on the NSP and SPS Systems: Schedules for the Transmission Customer's Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated, if practicable. Hour-to-hour schedules of any capacity and energy that is to be delivered must be stated in increments of 1000 kW per hour (500 kW per hour on the NSP System). Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1000 kW per hour (500 kW per hour on the NSP System), may consolidate their service requests at a common point of receipt into units of 1000 kW per hour (500 kW per hour on the NSP System) for scheduling and billing purposes. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14 Nature of Non-Firm Point-to-Point Service

14.1 Term: Non-Firm Point-To-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Purchaser of Non-Firm Point-To-Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 18.3.

14.2 Reservation Priority: Non-Firm Point-To-Point Transmission Service shall be available from transfer capability in excess of that needed for reliable service to Native Load Customers, Network Customers and other Transmission Customers taking Long-Term and Short-Term Firm Point-To-Point Transmission Service. A higher priority will be assigned first to requests or reservations with a longer duration of service and second to Pre-Confirmed Applications. In the event the Transmission System is constrained, competing requests of the same Pre-Confirmation status and equal duration will be prioritized based on the highest price offered by the Eligible Customer for the Transmission Service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term request before being preempted. A longer term competing request for Non-Firm Point-To-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request: (a) immediately for hourly Non-Firm Point-To-Point Transmission Service after notification by the Transmission Provider; and, (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in section 14.6) for Non-Firm Point-To-Point Transmission Service other than hourly transactions after notification by the Transmission Provider. Transmission service for Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

14.3 Use of Non-Firm Point-To-Point Transmission Service by the Transmission Provider: The Transmission Provider will be subject to the rates, terms and conditions of Part II of the Tariff when making Third-Party Sales under (i) agreements executed on or after July 9, 1996 or (ii) agreements executed prior to the aforementioned date that the Commission requires to be unbundled, by the date specified by the Commission. The Transmission Provider will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

14.4 Service Agreements: The Transmission Provider shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment B) to an Eligible Customer when it first submits a Completed Application for Non-

Firm Point-To-Point Transmission Service pursuant to the Tariff. Executed Service Agreements that contain the information required under the Tariff shall be filed with the Commission in compliance with applicable Commission regulations.

14.5 Classification of Non-Firm Point-To-Point Transmission Service: Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part II of the Tariff. The Transmission Provider undertakes no obligation under the Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of the Tariff. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third-Party Sales by the Transmission Provider) exceeds its non-firm capacity reservation. Non-Firm Point-To-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 8.

14.6.1 Scheduling of Non-Firm Point-To-Point Transmission Service on the PSCo System: Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 2:00 p.m. of the day prior to commencement of such service. Schedules submitted after 2:00 p.m. will be accommodated, if practicable. Hour-to-hour and intra-hour (four intervals consisting of fifteen minute schedules) schedules of energy that is to be delivered must be stated in increments of 1,000 kW per hour. Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kW per hour, may consolidate their schedules at a common Point of Receipt into units of 1,000 kW per hour. Scheduling changes will be permitted twenty (20) minutes before the start of the next scheduling interval provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour and intra-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14.6.2 Scheduling of Non-Firm Point-To-Point Transmission Service on the NSP and SPS Systems: Schedules for Non-Firm Point-To-Point Transmission Service must be submitted to the Transmission Provider no later than 2:00 p.m. of the day prior to commencement of such service. Schedules submitted after

2:00 p.m. will be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered must be stated in increments of 1000 kW per hour (500 kW per hour on the NSP System). Transmission Customers within the Transmission Provider's service area with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1000 kW per hour (500 kW per hour on the NSP System), may consolidate their schedules at a common Point of Receipt into units of 1000 kW per hour (500 kW on the NSP System). Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. The Transmission Provider will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify the Transmission Provider, and the Transmission Provider shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered.

14.7 Curtailment or Interruption of Service: The Transmission Provider reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System or the systems directly or indirectly interconnected with Transmission Provider’s Transmission System. Transmission Provider may elect to implement such Curtailments pursuant to the transmission loading relief procedures specified in Attachment J. The Transmission Provider reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Transmission Service, (2) a request for Non-Firm Point-To-Point Transmission Service of greater duration, (3) a request for Non-Firm Point-To-Point Transmission Service of equal duration with a higher price, (4) transmission service for Network Customers from non-designated resources, or (5) transmission service for Firm Point-to-Point Transmission Service during conditional curtailment periods as described in Section 15.4. The Transmission Provider also will discontinue or reduce service to the Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Transmission service for Network Customers from resources other than designated Network Resources

will have a higher priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. Non-Firm Point-To-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Point-To-Point Transmission Service under the Tariff. The Transmission Provider will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

15 Service Availability

15.1 General Conditions: The Transmission Provider will provide Firm and Non-Firm Point-To-Point Transmission Service over, on or across its Transmission System to any Transmission Customer that has met the requirements of Section 16.

15.2 Determination of Available Transfer Capability: A description of the Transmission Provider's specific methodology for assessing available transfer capability posted on the Transmission Provider's OASIS (Section 4) is contained in Attachment C of the Tariff. In the event sufficient transfer capability may not exist to accommodate a service request, the Transmission Provider will respond by performing a System Impact Study. System Impact Studies are generally not conducted for Non-Firm Point-To-Point requests.

15.3 Initiating Service in the Absence of an Executed Service Agreement: If the Transmission Provider and the Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all the terms and conditions of the Point-To-Point Service Agreement, the Transmission Provider shall file with the Commission, within thirty (30) days after the date the Transmission Customer provides written notification directing the Transmission Provider to file, an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by the Transmission Provider for such requested Transmission Service. The Transmission Provider shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate the Transmission Provider at whatever rate the Commission ultimately determines to be just and reasonable, and (ii) comply with the terms and conditions of the Tariff including posting appropriate security deposits in accordance with the terms of Section 17.3.

15.4 Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System, Redispatch or Conditional Curtailment:

(a) If the Transmission Provider determines that it cannot accommodate a Completed Application for Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will use due diligence to expand or modify its Transmission System to provide the requested Firm Transmission Service, consistent with its planning obligations in Attachment R, provided the Transmission Customer agrees to compensate the Transmission Provider for such costs pursuant to the terms of Section 27. The Transmission Provider will conform to Good Utility Practice and its planning obligations in Attachment R, in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that the Transmission Provider has the right to expand or modify.

(b) If the Transmission Provider determines that it cannot accommodate a Completed Application for Long-Term Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will use due diligence to provide redispatch from its own resources until (i) Network Upgrades are completed for the Transmission Customer, (ii) the Transmission Provider determines through a biennial reassessment that it can no longer reliably provide the redispatch, or (iii) the Transmission Customer terminates the service because of redispatch changes resulting from the reassessment. A Transmission Provider shall not unreasonably deny self-provided redispatch or redispatch arranged by the Transmission Customer from a third-party resource.

(c) If the Transmission Provider determines that it cannot accommodate a Completed Application for Long-Term Firm Point-To-Point Transmission Service because of insufficient capability on its Transmission System, the Transmission Provider will offer the Firm Transmission Service with the condition that the Transmission Provider may curtail the service prior to the curtailment of other Firm Transmission Service for a specified number of hours per year or during System Condition(s). If the Transmission Customer accepts the service, the Transmission Provider will use due diligence to provide the service until (i) Network Upgrades are completed for the Transmission Customer, (ii) the Transmission Provider determines through a biennial reassessment that it can no longer reliably provide such service, or (iii) the Transmission Customer terminates the service because the reassessment increased the number of hours per year of conditional curtailment or changed the System Conditions.

15.5 Deferral of Service: The Transmission Provider may defer providing service until it completes construction of new transmission facilities or upgrades needed to provide Firm Point-To-Point Transmission Service whenever the Transmission Provider determines that providing the requested service would, without such new facilities or upgrades, impair or degrade reliability to any existing firm services.

15.6 Other Transmission Service Schedules: Eligible Customers receiving transmission service under other agreements on file with the Commission may continue to receive transmission service under those agreements until such time as those agreements may be modified by the Commission.

15.7 Real Power Losses: Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Losses are as follows:

For Service on the NSP Transmission System: 2.4%

For Service on the PSCo System:

	Demand	Energy
Transmission System:	2.20%	1.70%
Distribution System – Primary Voltage:	3.75%	2.07%

For Service on the SPS System:

	Demand	Energy
Transmission System:	2.738606%	3.203203%
Distribution System – Primary Voltage:	8.846390%	6.327826%

The loss factors for Direct Assignment Facilities shall be determined on a case by case basis.

16 Transmission Customer Responsibilities

16.1 Conditions Required of Transmission Customers: Point-To-Point Transmission Service shall be provided by the Transmission Provider only if the following conditions are satisfied by the Transmission Customer:

a. The Transmission Customer has pending a Completed Application for service;

b. The Transmission Customer meets the creditworthiness criteria set forth in Section 11;

c. The Transmission Customer will have arrangements in place for any other transmission service necessary to effect the delivery from the generating source to the Transmission Provider prior to the time service under Part II of the Tariff commences;

d. The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part II of the Tariff, whether or not the Transmission Customer takes service for the full term of its reservation;

e. The Transmission Customer provides the information required by the Transmission Provider's planning process established in Attachment R; and

f. The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 15.3.

16.2 Transmission Customer Responsibility for Third-Party Arrangements: Any scheduling arrangements that may be required by other electric systems shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall provide, unless waived by the Transmission Provider, notification to the Transmission Provider identifying such systems and authorizing them to schedule the capacity and energy to be transmitted by the Transmission Provider pursuant to Part II of the Tariff on behalf of the Receiving Party at the Point of Delivery or the Delivering Party at the Point of Receipt. However, the Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

17 Procedures for Arrange Firm Point-to-Point Transmission Service

17.1 Application: See the MISO OATT for service over the NSP Transmission System and the SPP OATT for service over SPS Transmission System. Firm Point-to-Point Transmission Service between SPS and PSCo across the Lamar Tie that implements transactions under the Xcel Energy Joint Operating Agreement shall be provided under this Tariff, but may be subject to certain additional charges pursuant to the SPP OATT.

A request for Firm Point-To-Point Transmission Service over the PSCo Transmission System for periods of one year or longer (i.e. Long-Term Firm Point-to-Point Service) must be made over OASIS and a written Application must also be provided electronically via e-mail on the same day to:

PSCoTariff@xcelenergy.com and
PSCoInterconnection@xcelenergy.com

The priority of the Long-Term Firm Point-To-Point Transmission Service request shall be determined by the time of the submission on OASIS if the written application is received on the same day and is a Completed Application. If the written application is not provided the same day as the OASIS request, the request shall be deemed incomplete and the Application must be re-submitted. The updated Application will be treated as a new request with a new priority. Written Applications for Long-Term Point-to-Point Transmission Service may be downloaded from OASIS.

Such written application must be submitted at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible.

Requests for Firm Point-To-Point Transmission Service over the PSCo Transmission System for periods of less than one year (Short-Term Point-to-Point Requests) must be submitted directly over OASIS and do not require a separate written application. The priority of the Short-Term Firm Point-To-Point Transmission Service request shall be determined by the time of the submission on OASIS. Requests for firm service for periods of less than one year shall be subject to expedited procedures that shall be negotiated between the Parties within the time constraints provided in Section 17.5.

All Firm Point-To-Point Transmission Service requests should be submitted by entering the information listed below.

17.2 Completed Application:

A Completed Application for Long-Term Firm Point-to-Point Transmission Service shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

(i) The identity, address, telephone number and facsimile number of the entity requesting service;

(ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

(iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;

(iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. The Transmission Provider will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations;

(v) A description of the supply characteristics of the capacity and energy to be delivered;

(vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;

(vii) The Service Commencement Date and the term of the requested Transmission Service; and

(viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement.

(ix) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service; and

(x) Any additional information required by the Transmission Provider’s planning process established in Attachment R.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

A Completed Application for Short-Term Firm Transmission Service shall provide all of the following information that shall be submitted directly on OASIS:

(i) The identity, address, telephone number and facsimile number of the entity requesting service;

(ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

(iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;

(v) A description of the supply characteristics of the capacity and energy to be delivered;

(vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;

(vii) The Service Commencement Date and the term of the requested Transmission Service; and

(viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission Provider's Transmission System; customers may combine their requests for service in order to satisfy the minimum transmission capacity requirement.

(ix) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service; and

(x) Any additional information required by the Transmission Provider’s planning process established in Attachment R.

The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

17.3 Deposit: A Completed Application for Firm Point-To-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by the Transmission Provider because it does not meet the conditions for service as set forth herein, or in the case of requests for service arising in connection with losing bidders in a Request For Proposals (RFP), said deposit shall be returned with interest less any reasonable costs incurred by the Transmission Provider in connection with the review of the losing bidder's Application. The deposit also will be returned with interest less any reasonable costs incurred by the Transmission Provider if

the Transmission Provider is unable to complete new facilities needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Point-To-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by the Transmission Provider to the extent such costs have not already been recovered by the Transmission Provider from the Eligible Customer. The Transmission Provider will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities are subject to the provisions of Section 19. If a Service Agreement for Firm Point-To-Point Transmission Service is executed, the deposit, with interest, will be returned to the Transmission Customer upon expiration or termination of the Service Agreement for Firm Point-To-Point Transmission Service. Applicable interest shall be computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii) and shall be calculated from the day the deposit check is credited to the Transmission Provider's account. Notwithstanding the foregoing, the Transmission Provider may, on a non-discriminatory basis, waive the requirement that a deposit accompany an Application where the Eligible Customer has established its creditworthiness pursuant to Section 11 and is not in default of its obligations as defined in Section 7.3 at the time of the Application. The Transmission Provider will bill the Eligible Customer for any reasonable costs incurred by the Transmission Provider in connection with its review of the Application. Such bill will contain a complete accounting of all costs included.

17.4 Notice of Deficient Application: If an Application fails to meet the requirements of the Tariff, the Transmission Provider shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The Transmission Provider will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, with interest. Upon receipt of a new or revised Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Application.

17.5 Response to a Completed Application: Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider shall make a determination of available transfer capability as required in Section 15.2. The Transmission Provider shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study or (ii) if such a study is needed to evaluate the impact of the Application pursuant to Section 19.1. Responses by the Transmission Provider must be made as soon as practicable to all completed applications (including applications by its own merchant function) and the timing of such responses must be made on a non-discriminatory basis.

17.6 Execution of Service Agreement: Whenever the Transmission Provider determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted service agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the Transmission Provider will be deemed a withdrawal and termination of the Application and any deposit submitted shall be refunded with interest. Nothing herein limits the right of an Eligible Customer to file another Application after such withdrawal and termination.

17.7 Extensions for Commencement of Service: The Transmission Customer can obtain, subject to availability, up to five (5) one-year extensions for the commencement of service. The Transmission Customer may postpone service by paying a non-refundable annual reservation fee equal to one-month's charge for Firm Transmission Service for each year or fraction thereof within 15 days of notifying the Transmission Provider it intends to extend the commencement of service. If during any extension for the commencement of service an Eligible Customer submits a Completed Application for Firm Transmission Service, and such request can be satisfied only by releasing all or part of the Transmission Customer's Reserved Capacity, the original Reserved Capacity will be released unless the following condition is satisfied. Within thirty (30) days, the original Transmission Customer agrees to pay the Firm Point-To-Point transmission rate for its Reserved Capacity concurrent with the new Service Commencement Date. In the event the Transmission Customer elects to release the Reserved Capacity, the reservation fees or portions thereof previously paid will be forfeited.

18 Procedures for Arranging Non-Firm Point-to-Point Transmission Service

18.1 Application: Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the Transmission Provider. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS. For service by any two, three, or all four operating companies, such request should be submitted to the company that is being requested to provide delivery of the power to the load or out of the Xcel System.

18.2 Completed Application: A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

(i) The identity, address, telephone number and facsimile number of the entity requesting service;

(ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

(iii) The Point(s) of Receipt and the Point(s) of Delivery;

(iv) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and

(v) The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified above, when required to properly evaluate system conditions, the Transmission Provider also may ask the Transmission Customer to provide the following:

(vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and

(vii) The electrical location of the ultimate load.

The Transmission Provider will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission’s regulations.

(viii) A statement indicating that, if the Eligible Customer submits a Pre-Confirmed Application, the Eligible Customer will execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

18.3.1 Reservation of Non-Firm Point-To-Point Transmission Service on the PSCo System: Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than 6:00 a.m. the day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

18.3.2 Reservation of Non-Firm Point-To-Point Transmission Service on the NSP and SPS Systems: Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than 12:00 noon the day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable.

18.4 Determination of Available Transfer Capability: Following receipt of a tendered schedule the Transmission Provider will make a determination on a non-discriminatory basis of available transfer capability pursuant to Section 15.2. Such determination shall be made as soon as reasonably practicable after receipt, but not later than the following time periods for the following terms of service (i) thirty (30) minutes for hourly service, (ii) thirty (30) minutes for daily service, (iii) four (4) hours for weekly service, and (iv) two (2) days for monthly service.

19 Additional Study Procedures For Firm Point-to-Point Transmission Service Requests

19.1 Notice of Need for System Impact Study: After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. Once informed, the Eligible Customer shall timely notify the Transmission Provider if it elects to have the Transmission Provider study redispatch or conditional curtailment as part of the System Impact Study. If notification is provided prior to tender of the System Impact Study Agreement, the Eligible Customer can avoid the costs associated with the study of these options. The Transmission Provider will host a scoping meeting with the Eligible Customer if the customer intends to elect a System Impact Study and the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. The System Impact Study Agreement shall identify if the study will evaluate redispatch or conditional curtailment. A form of System Impact Study Agreement is included as Attachment K. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

19.2 System Impact Study Agreement and Cost Reimbursement:

(i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.

(iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8.

19.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints, identified with specificity by transmission element or flowgate, (2) redispatch options (when requested by an Eligible Customer) including an estimate of the cost of redispatch, (3) conditional curtailment options (when requested by an Eligible Customer) including the number of hours per year and the System Conditions during which conditional curtailment may occur, and (4) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (1) identify all resources located within the Transmission Provider's Control Area that can significantly contribute toward relieving the system constraint and (2) provide a measurement of each resource's impact on the system constraint. If the Transmission Provider possesses information indicating that any resource outside its Control Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades.

If the System Impact Study determines that the Transmission System is adequate to accommodate all of the request for service, the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3 within fifteen (15) days of completion of the System Impact Study in order for a request to remain a Completed Application, or the Application shall be deemed terminated and withdrawn. If the System Impact Study identifies the need for additions or upgrades, a Facilities Study will be offered, unless the Eligible Customer and Transmission Provider mutually agree to forgo a Facilities Study as described below.

If the System Impact Study determines that the Transmission System is

adequate to accommodate only a portion of the request for service, the Eligible Customer and Transmission Provider may mutually agree to forgo a Facilities Study. In such cases, the Eligible Customer must inform the Transmission Provider of its election within fifteen (15) days of completion of the System Impact Study and must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3, within thirty (30) days of the completion of the System Impact Study or the Application shall be deemed terminated and withdrawn.

19.4 Facilities Study Procedures: If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. A form of Facilities Study Agreement is included as Attachment L. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Transmission Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Transmission Customer, (ii) the Transmission Customer's appropriate share of the cost of any required Network Upgrades as determined pursuant to the provisions of Part II of the Tariff, and (iii) the time required to complete such construction and initiate the requested service. The Transmission Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Transmission Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request will no longer be a Completed Application and shall be deemed terminated and withdrawn.

19.5 Clustered Transmission Service Requests

19.5.1 Cluster Identification:

At Transmission Provider's option, or if specifically requested by a Transmission Customer and found feasible by the Transmission Provider, Transmission Service Requests may be studied in clusters for the purpose of the Transmission Service System Impact Study and Facilities Studies. All Transmission Customers included in a cluster will be notified by electronic mail.

If Transmission Provider elects to study Transmission Service Requests using Clustering, all Transmission Service Requests which impact a common transmission path or region received within a period not to exceed sixty (60) Calendar Days, hereinafter referred to as the "Transmission Service Queue Cluster Window", shall be studied together without regard to the nature of the underlying Transmission Service, whether Firm Point-to-Point, Network Integration Transmission Service or service to serve Transmission Provider's native load. All transmission service requests affecting the common transmission path(s) or region received after the announced Transmission Service Queue Cluster Window will be considered serially after the clustered System Impact Study and Facilities Study (if necessary). Clustering shall be implemented on the basis of Queue Position, where the cluster’s Queue Position is determined by the date that the first request in the cluster was received. If other Transmission Service Requests are received within the Transmission Service Queue Cluster Window, but those requests do not impact the same common constraint as the clustered Transmission Service Requests, the other requests will be studied serially or in separate clusters based on Queue Position.

Transmission Provider may, at its option, announce an "open season" by a posting on Transmission Provider's OASIS seeking transmission service requests affecting a common transmission path (or paths) or region to establish a Transmission Service Queue Cluster Window. The open season shall have a fixed time interval based on fixed opening and closing dates. Any changes to the established open season opening or closing dates shall be announced with a posting on Transmission Provider's OASIS at least ten (10) days in advance of the change.

Within 10 days of the close of the Transmission Service Queue Cluster Window, the Transmission provider shall host a scoping meeting for all customers that submitted a request in the Transmission Service Queue Cluster Window. The Cluster study starts the later of one day after the scoping meeting or when requests submitted in that window are determined to be Completed Applications with fully executed System Impact Study Agreements or are terminated.

19.5.2 Clustered System Impact Studies

Transmission Provider shall be allowed up to 60 days to complete a clustered System Impact Study. Each participating Transmission Customer will be charged an equal portion of the clustered System Impact Study cost regardless of the type or level of Transmission Service requested. Each participating Transmission Customer will be tendered a clustered System Impact Study Agreement for signature. The signed System Impact Study Agreement and the required deposit must be returned to Transmission Provider within 30 days or the Transmission Customer's transmission service request will be deemed withdrawn and removed from the clustered System Impact Study. If a participating Transmission Customer elects to opt out of a Transmission Provider-initiated clustered study prior to execution of a System Impact Study Agreement, such customer may request an individual study. If the Transmission Provider determines it is feasible to study the Transmission Customer's Transmission Service Request individually, it shall tender an individual System Impact Study Agreement for signature, and the Transmission Customer shall retain its original queue position.

If a participating Transmission Customer elects to opt out of a cluster study after signing the System Impact Study Agreement, the Transmission Customer will be responsible for its share of any System Impact Study costs incurred before its departure and may submit a new Transmission Service Request for an individual study, if Transmission Provider determines that such request can be studied individually. The remaining customers in the cluster shall be responsible for a re-allocated share of all clustered study costs incurred after a Transmission Customer opts out of the cluster. The request of the Transmission Customer opting out shall be treated as a new request and placed at the end of the queue.

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

After Transmission Provider completes the clustered System Impact Study, the results will be provided at the same time to all the participating Transmission Customers. The results will also be posted on Transmission Provider's OASIS.

19.5.3 Clustered Facilities Studies

If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customers' service requests, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which

the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. A form of Facilities Study Agreement is included as Attachment L. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it along with a study deposit to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its application shall be deemed withdrawn and its deposit, pursuant to Section 17.3, shall be returned with interest.

The Clustered Facilities Study shall start the later of (a) the date when all clustered requests' Facilities Study Agreements are fully executed or (b) fifteen days after the tender of the Facilities Study Agreements. Transmission Provider shall be allowed up to 60 days to complete a clustered Facilities Study. Each participating Transmission Customer will be charged an equal portion of the clustered Facilities Study cost regardless of the type or level of Transmission Service requested.

Each participating Transmission Customer will be tendered a clustered Facilities Study Agreement for signature. The signed Facilities Study Agreement and the required deposit must be returned to Transmission Provider within 30 days or the Transmission Customer's transmission service request will be deemed withdrawn and removed from the clustered Facilities Study.

After Transmission Provider completes the clustered Facilities Study, the results will be provided at the same time to all the Transmission Customers who signed the Facilities Study Agreement. The results will also be posted on Transmission Provider's OASIS consistent with the Joint OATT.

19.5.4 Allocation of Transmission Upgrades for Clustered Studies:

Each Transmission Customer in the cluster is responsible for their own Direct Assignment Facilities. Each customer in the cluster will be responsible for the costs of any additional Network Upgrades required to provide service to the requests in that cluster based on the distribution factor of the request on that Network Upgrade as identified in a system intact power flow analysis multiplied by the requested volume of Transmission Service.

19.5.5 Transmission Service Agreement:

Upon completion of the clustered System Impact Study and clustered Facilities Study (if necessary), a Transmission Service Agreement will be tendered to each of the Transmission Customers

participating in the clustered Study(ies). The processes and requirements for completion of a Transmission Service Agreement set forth in this Joint OATT shall then apply.

19.6 Facilities Study Modifications: Any change in design arising from inability to site or construct facilities as proposed will require development of a revised good faith estimate. New good faith estimates also will be required in the event of new statutory or regulatory requirements that are effective before the completion of construction or other circumstances beyond the control of the Transmission Provider that significantly affect the final cost of new facilities or upgrades to be charged to the Transmission Customer pursuant to the provisions of Part II of the Tariff.

19.7 Due Diligence in Completing New Facilities: The Transmission Provider shall use due diligence to add necessary facilities or upgrade its Transmission System within a reasonable time. The Transmission Provider will not upgrade its existing or planned Transmission System in order to provide the requested Firm Point-To-Point Transmission Service if doing so would impair system reliability or otherwise impair or degrade existing firm service.

19.8 Partial Interim Service: If the Transmission Provider determines that it will not have adequate transfer capability to satisfy the full amount of a Completed Application for Firm Point-To-Point Transmission Service, the Transmission Provider nonetheless shall be obligated to offer and provide the portion of the requested Firm Point-To-Point Transmission Service that can be accommodated without addition of any facilities and through redispatch. However, the Transmission Provider shall not be obligated to provide the incremental amount of requested Firm Point-To-Point Transmission Service that requires the addition of facilities or upgrades to the Transmission System until such facilities or upgrades have been placed in service.

19.9 Expedited Procedures for New Facilities: In lieu of the procedures set forth above, the Eligible Customer shall have the option to expedite the process by requesting the Transmission Provider to tender at one time, together with the results of required studies, an "Expedited Service Agreement" pursuant to which the Eligible Customer would agree to compensate the Transmission Provider for all costs incurred pursuant to the terms of the Tariff. In order to exercise this option, the Eligible Customer shall request in writing an expedited Service Agreement covering all of the above-specified items within thirty (30) days of receiving the results of the System Impact Study identifying needed facility additions or upgrades or costs incurred in providing the requested service. While the Transmission Provider agrees to provide the Eligible Customer with its best estimate of the new facility costs and other charges that may be incurred, such estimate shall not be binding and the Eligible Customer must agree in writing to compensate the Transmission Provider for all costs incurred pursuant to the provisions of the Tariff. The Eligible Customer shall execute and return such an Expedited Service Agreement within fifteen (15) days of its receipt or the Eligible Customer's request for service will cease to be

a Completed Application and will be deemed terminated and withdrawn.

19.10 Penalties For Failure to Meet Study Deadlines: Sections 19.3 and 19.4.1 require a Transmission Provider to use due diligence to meet 60-day study completion deadlines for System Impact Studies and Facilities Studies

(i) The Transmission Provider is required to file a notice with the Commission in the event that more than twenty (20) percent of non-Affiliates' System Impact Studies and Facilities Studies completed by the Transmission Provider in any two consecutive calendar quarters are not completed within the 60-day study completion deadlines. Such notice must be filed within thirty (30) days of the end of the calendar quarter triggering the notice requirement.

(ii) For the purposes of calculating the percent of non-Affiliates' System Impact Studies and Facilities Studies processed outside of the 60-day study completion deadlines, the Transmission Provider shall consider all System Impact Studies and Facilities Studies that it completes for non-Affiliates during the calendar quarter. The percentage should be calculated by dividing the number of those studies which are completed on time by the total number of completed studies. The Transmission Provider may provide an explanation in its notification filing to the Commission if it believes there are extenuating circumstances that prevented it from meeting the 60-day study completion deadlines.

(iii) The Transmission Provider is subject to an operational penalty if it completes ten (10) percent or more of non-Affiliates' System Impact Studies and Facilities Studies outside of the 60-day study completion deadlines for each of the two calendar quarters immediately following the quarter that triggered its notification filing to the Commission. The operational penalty will be assessed for each calendar quarter for which an operational penalty applies, starting with the calendar quarter immediately following the quarter that triggered the Transmission Provider's notification filing to the Commission. The operational penalty will continue to be assessed each quarter until the Transmission Provider completes at least ninety (90) percent of all non-Affiliates' System Impact Studies and Facilities Studies within the 60-day deadline.

(iv) For penalties assessed in accordance with subsection (iii) above, the penalty amount for each System Impact Study or Facilities Study shall be equal to $500 for each day the Transmission Provider takes to complete that study beyond the 60-day deadline.

20 Procedures if the Transmission Provider is Unable to Complete New Transmission Facilities For Point-to-Point Service

20.1 Delays in Construction of New Facilities: If any event occurs that will materially affect the time for completion of new facilities, or the ability to complete them, the Transmission Provider shall promptly notify the Transmission Customer. In such circumstances, the Transmission Provider shall within thirty (30) days of notifying the Transmission Customer of such delays, convene a technical meeting with the Transmission Customer to evaluate the alternatives available to the Transmission Customer. The Transmission Provider also shall make available to the Transmission Customer studies and work papers related to the delay, including all information that is in the possession of the Transmission Provider that is reasonably needed by the Transmission Customer to evaluate any alternatives.

20.2 Alternatives to the Original Facility Additions: When the review process of Section 20.1 determines that one or more alternatives exist to the originally planned construction project, the Transmission Provider shall present such alternatives for consideration by the Transmission Customer. If, upon review of any alternatives, the Transmission Customer desires to maintain its Completed Application subject to construction of the alternative facilities, it may request the Transmission Provider to submit a revised Service Agreement for Firm Point-To-Point Transmission Service. If the alternative approach solely involves Non-Firm Point-To-Point Transmission Service, the Transmission Provider shall promptly tender a Service Agreement for Non-Firm Point-To-Point Transmission Service providing for the service. In the event the Transmission Provider concludes that no reasonable alternative exists and the Transmission Customer disagrees, the Transmission Customer may seek relief under the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.

20.3 Refund Obligation for Unfinished Facility Additions: If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing capability under the conditions of Part II of the Tariff, the obligation to provide the requested Firm Point-To-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations § 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

21 Provisions Relating to Transmission Construction and Services Systems of other Utilities

21.1 Responsibility for Third-Party System Additions: The Transmission Provider shall not be responsible for making arrangements for any necessary engineering, permitting, and construction of transmission or distribution facilities on the system(s) of any other entity or for obtaining any regulatory approval for such facilities. The Transmission Provider will undertake reasonable efforts to assist the Transmission Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other electric system pursuant to Good Utility Practice.

21.2 Coordination of Third-Party System Additions: In circumstances where the need for transmission facilities or upgrades is identified pursuant to the provisions of Part II of the Tariff, and if such upgrades further require the addition of transmission facilities on other systems, the Transmission Provider shall have the right to coordinate construction on its own system with the construction required by others. The Transmission Provider, after consultation with the Transmission Customer and representatives of such other systems, may defer construction of its new transmission facilities, if the new transmission facilities on another system cannot be completed in a timely manner. The Transmission Provider shall notify the Transmission Customer in writing of the basis for any decision to defer construction and the specific problems which must be resolved before it will initiate or resume construction of new facilities. Within sixty (60) days of receiving written notification by the Transmission Provider of its intent to defer construction pursuant to this section, the Transmission Customer may challenge the decision in accordance with the dispute resolution procedures pursuant to Section 12 or it may refer the dispute to the Commission for resolution.

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22 Changes in Service Specifications

22.1 Modifications On a Non-Firm Basis: The Transmission Customer taking Firm Point-To-Point Transmission Service may request the Transmission Provider to provide transmission service on a non-firm basis over Receipt and Delivery Points other than those specified in the Service Agreement ("Secondary Receipt and Delivery Points"), in amounts not to exceed its firm capacity reservation, without incurring an additional Non-Firm Point-To-Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions.

(a) Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis and will not displace any firm or non-firm service reserved or scheduled by third-parties under the Tariff or by the Transmission Provider on behalf of its Native Load Customers.

(b) The sum of all Firm and Non-Firm Point-To-Point Transmission Service provided to the Transmission Customer at any time pursuant to this section shall not exceed the Reserved Capacity in the relevant Service Agreement under which such services are provided.

(c) The Transmission Customer shall retain its right to schedule Firm Point-To-Point Transmission Service at the Receipt and Delivery Points specified in the relevant Service Agreement in the amount of its original capacity reservation.

(d) Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point-To-Point Transmission Service under the Tariff. However, all other requirements of Part II of the Tariff (except as to transmission rates) shall apply to transmission service on a non-firm basis over Secondary Receipt and Delivery Points.

22.2 Modification On a Firm Basis: Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

23 Sale or Assignment of Transmission Service

23.1 Procedures for Assignment or Transfer of Service:

(a) A Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to Resellers shall be at rates established by agreement between the Reseller and the Assignee.

(b) The Assignee must execute a service agreement with the Transmission Provider governing reassignments of transmission service prior to the date on which the reassigned service commences. The Transmission Provider shall charge the Reseller, as appropriate, at the rate stated in the Reseller's Service Agreement with the Transmission Provider or the associated OASIS schedule and credit the Reseller with the price reflected in the Assignee's Service Agreement with the Transmission Provider or the associated OASIS schedule; provided that, such credit shall be reversed in the event of non-payment by the Assignee. If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of service will be determined by the Transmission Provider pursuant to Section 13.2.

23.2 Limitations on Assignment or Transfer of Service: If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, the Transmission Provider will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of the Transmission Provider's generation, transmission, or distribution systems. The Assignee shall compensate the Transmission Provider for performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Transmission Provider and the Reseller through an amendment to the Service Agreement.

23.3 Information on Assignment or Transfer of Service: In accordance with Section 4, all sales or assignments of capacity must be conducted through or otherwise posted on the Transmission Provider's OASIS on or before the date the reassigned service commences, and are subject to Section 23.1. Resellers may also use the Transmission Provider's OASIS to post transmission capacity available for resale.

24 Metering and Power Factor Correction at Receipt and Delivery Point(s)

24.1 Transmission Customer Obligations: Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to the Transmission Provider. Such equipment shall remain the property of the Transmission Customer.

24.2 Transmission Provider Access to Metering Data: The Transmission Provider shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

24.3 Power Factor: Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as the Transmission Provider pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable. The Transmission Customer shall control the character and installation of apparatus on lines (whether owned by the Transmission Customer or by any of its customers) so that the apparatus or the nature of its operation will not produce undue electrical disturbance on the Transmission Provider's system. If the apparatus or installation on the Customer's side of the Delivery Point produces undue electrical disturbance on or damage to the Transmission Provider's system, Customer shall at its expense, take such action as is required to eliminate the problem.

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25 Compensation for Transmission Service

Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point-To-Point Transmission Service (Schedule 7); and Non-Firm Point-To-Point Transmission Service (Schedule 8). The Transmission Provider shall use Part II of the Tariff to make its Third-Party Sales. The Transmission Provider shall account for such use at the applicable Tariff rates, pursuant to Section 8.

26 Stranded Cost Recovery

The Transmission Provider may seek to recover stranded costs from the Transmission Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth in FERC Order No. 888. However, the Transmission Provider must separately file any specific proposed stranded cost charge under Section 205 of the Federal Power Act.

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27 Compensation for New Facilities and Re-dispatch Costs

Whenever a System Impact Study performed by the Transmission Provider in connection with the provision of Firm Point-To-Point Transmission Service identifies the need for new facilities, the Transmission Customer shall be responsible for such costs to the extent consistent with Commission policy. Whenever a System Impact Study performed by the Transmission Provider identifies capacity constraints that may be relieved by redispatching the Transmission Provider's resources to eliminate such constraints, the Transmission Customer shall be responsible for the redispatch costs to the extent consistent with Commission policy.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement unless such service is available under the SPP OATT or MISO OATT. Notwithstanding the foregoing, SPS network load is served under the SPP OATT, but Network Integration Transmission Service between SPS and PSCo across the Lamar Tie that implements transactions under the Xcel Energy Joint Operating Agreement shall be provided under this Tariff, but may be subject to certain additional charges pursuant to the SPP OATT. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which the Transmission Provider utilizes its Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Part II of the Tariff.

28 Nature of Network Integration Transmission Service

28.1 Scope of Service: Network Integration Transmission Service is a transmission service that allows Network Customers to efficiently and economically utilize their Network Resources (as well as other non-designated generation resources) to serve their Network Load located in the Transmission Provider's Control Area and any additional load that may be designated pursuant to Section 31.3 of the Tariff. The Network Customer taking Network Integration Transmission Service must obtain or provide Ancillary Services pursuant to Section 3.

28.2 Transmission Provider Responsibilities: The Transmission Provider will plan, construct, operate and maintain its Transmission System in accordance with Good Utility Practice and its planning obligations in Attachment R in order to provide the Network Customer with Network Integration Transmission Service over the Transmission Provider's Transmission System. The Transmission Provider, on behalf of its Native Load Customers, shall be required to designate resources and loads in the same manner as any Network Customer under Part III of this Tariff. This information must be consistent with the information used by the Transmission Provider to calculate available transfer capability. The Transmission Provider shall include the Network Customer's Network Load in its Transmission System planning and shall, consistent with Good Utility Practice and Attachment R, endeavor to construct and place into service sufficient transfer capability to deliver the Network Customer's Network Resources to serve its Network Load on a basis comparable to the Transmission Provider's delivery of its own generating and purchased resources to its Native Load Customers.

28.3 Network Integration Transmission Service: The Transmission Provider will provide firm transmission service over its Transmission System to the Network Customer for the delivery of capacity and energy from its designated Network Resources to service its Network Loads on a basis that is comparable to the Transmission Provider's use of the Transmission System to reliably serve its Native Load Customers.

28.4 Secondary Service: The Network Customer may use the Transmission Provider's Transmission System to deliver energy to its Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Secondary service shall not require the filing of an Application for Network Integration Transmission Service under the Tariff. However, all other requirements of Part III of the Tariff (except for transmission rates) shall apply to secondary service. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Part II of the Tariff.

28.5 Real Power Losses: Real Power Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power

Losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Losses are as follows:

For Service on the NSP Transmission System: 2.4%

For Service on the PSCo System:

	Demand	Energy
Transmission System:	2.20%	1.70%
Distribution System – Primary Voltage:	3.75%	2.07%

For Service on the SPS System:

	Demand	Energy
Transmission System:	2.738606%	3.203203%
Distribution System – Primary Voltage:	8.846390%	6.327826%

The loss factors for Direct Assignment Facilities shall be determined on a case by case basis.

28.6 Restrictions on Use of Service: The Network Customer shall not use Network Integration Transmission Service for (i) sales of capacity and energy to non-designated loads, or (ii) direct or indirect provision of transmission service by the Network Customer to third parties. All Network Customers taking Network Integration Transmission Service shall use Point-To-Point Transmission Service under Part II of the Tariff for any Third-Party Sale which requires use of the Transmission Provider's Transmission System. The Transmission Provider shall specify any appropriate charges and penalties and all related terms and conditions applicable in the event that a Network Customer uses Network Integration Transmission Service or secondary service pursuant to Section 28.4 to facilitate a wholesale sale that does not serve a Network Load.

29 Initiating Service

29.1 Condition Precedent for Receiving Service: Subject to the terms and conditions of Part III of the Tariff, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and the Transmission Provider complete the technical arrangements set forth in Sections 29.3 and 29.4, (iii) the Eligible Customer executes a Service Agreement pursuant to Attachment F for service under Part III of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission, and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G, or requests in writing that the Transmission Provider file a proposed unexecuted Network Operating Agreement.

29.2 Application Procedures: An Eligible Customer requesting service under Part III of the Tariff must submit an Application, with a deposit approximating the charge for one month of service, to the Transmission Provider as far as possible in advance of the month in which service is to commence. The Transmission Provider may, on a non-discriminatory basis, waive the requirement that a deposit accompany an Application where the Eligible Customer has established its creditworthiness pursuant to Section 11 and is not in default of its obligations as defined in Section 7.3 at the time of the Application. Unless subject to the procedures in Section 2, Completed Applications for Network Integration Transmission Service will be assigned a priority according to the date and time the Application is received, with the earliest Application receiving the highest priority. Applications should be submitted by entering the information listed below on the Transmission Provider's OASIS, including modifying existing service such as adding a new designated Network Resource or a new Delivery Point to existing Network Integration Transmission Service. A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

(i) The identity, address, telephone number and facsimile number of the party requesting service;

(ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;

(iii) A description of the Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Transmission Provider substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year

after the service is scheduled to commence;

(iv) The amount and location of any interruptible loads included in the Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;

(v) A description of Network Resources (current and 10-year projection). An off-system Network Resource is a Network Resource that is not physically connected to the Transmission Provider's Transmission System. An on-system Network Resource is a Network Resource that is radially interconnected to the Transmission Provider's Transmission System. Although an on-system Network Resource may not require third-party transmission service, it may use interface capacity if it is also directly connected to a third-party transmission system and so creates an interface between transmission systems.

For each on-system Network Resource, such description shall include:

- Unit size and amount of capacity from that unit to be designated as Network Resource
- VAR capability (both leading and lagging) of all generators
- Operating restrictions
  - Any periods of restricted operations throughout the year
  - Maintenance schedules
  - Minimum loading level of unit
  - Normal operating level of unit
  - Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost ($/MWh) for redispatch computations
- Arrangements governing sale and delivery of power to third parties from generating facilities located on the Transmission Provider's Transmission System, where only a portion of unit output is designated as a Network Resource

For each off-system Network Resource, such description shall include:

- Identification of the Network Resource as an off-system resource
- Amount of power to which the customer has rights
- Identification of the control area from which the power will originate
- Delivery point(s) to the Transmission Provider's Transmission System

- Transmission arrangements on the external transmission system(s)
- Operating restrictions, if any
  - Any periods of restricted operations throughout the year
  - Maintenance schedules
  - Minimum loading level of unit
  - Normal operating level of unit
  - Any must-run unit designations required for system reliability or contract reasons
  - Approximate variable generating cost ($/MWh) for redispatch computations

(vi) Description of Eligible Customer's transmission system:

- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by the Transmission Provider
  - Operating restrictions needed for reliability
    - Operating guides employed by system operators
- Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
- Location of Network Resources described in subsection (v) above
- 10 year projection of system expansions or upgrades
- Transmission System maps that include any proposed expansions or upgrades
- Thermal ratings of Eligible Customer's Control Area ties with other Control Areas;

(vii) Service Commencement Date and the term of the requested Network Integration Transmission Service. The minimum term for Network Integration Transmission Service is one year;

(viii) A statement signed by an authorized officer from or agent of the Network Customer attesting that all of the network resources listed pursuant to Section 29.2(v) satisfy the following conditions: (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program; and

(ix) Any additional information required of the Transmission Customer as

specified in the Transmission Provider's planning process established in Attachment R.

Unless the Parties agree to a different time frame, the Transmission Provider must acknowledge the request within ten (10) days of receipt. The acknowledgement must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an Application fails to meet the requirements of this section, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application, along with any deposit, plus interest, without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section. The Transmission Provider will bill the Eligible Customer for any reasonable costs incurred by the Transmission Provider in connection with its review of the Application whether or not a Service Agreement for Network Integration Transmission Service is executed. Such bill will contain a complete accounting of all costs included. The Eligible Customer will be assigned a new priority consistent with the date all information required for the application to be deemed a Complete Application is received. The Transmission Provider shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations.

29.3 Technical Arrangements to be Completed Prior to Commencement of Service: Network Integration Transmission Service shall not commence until the Transmission Provider and the Network Customer, or a third party, have completed installation of all equipment specified under the Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. The Transmission Provider shall exercise reasonable efforts, in coordination with the Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

29.4 Network Customer Facilities: The provision of Network Integration Transmission Service shall be conditioned upon the Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from the Transmission Provider's Transmission System to the Network Customer. The Network Customer shall be solely responsible for constructing or installing all facilities on the Network Customer's side of each such delivery point or interconnection.

29.5 Filing of Service Agreement: The Transmission Provider will file Service Agreements with the Commission in compliance with applicable Commission regulations.

30 Network Resources

30.1 Designation of Network Resources: Network Resources shall include all generation owned, purchased or leased by the Network Customer designated to serve Network Load under the Tariff. For purposes of temporary termination under Section 30.3, all or part of such generation associated with a NERC-registered Point of Receipt, behind which there are no constraints, may be treated as a single Network Resource. Network Resources may not include resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. Any owned or purchased resources that were serving the Network Customer's loads under firm agreements entered into on or before the Service Commencement Date shall initially be designated as Network Resources until the Network Customer terminates the designation of such resources.

30.2 Designation of New Network Resources: The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable. A designation of a new Network Resource must be made through the Transmission Provider's OASIS by a request for modification of service pursuant to an Application under Section 29. This request must include a statement that the new network resource satisfies the following conditions: (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) The Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. The Network Customer's request will be deemed deficient if it does not include this statement and the Transmission Provider will follow the procedures for a deficient application as described in Section 29.2 of the Tariff.

30.3 Termination of Network Resources: The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource by providing notification to the Transmission Provider through OASIS as soon as reasonably practicable, but not later than the firm scheduling deadline for the period of termination. Any request for termination of Network Resource status must be submitted on OASIS, and should indicate whether the request is for indefinite or temporary termination.

A request for indefinite termination of Network Resource status must indicate the date and time that the termination is to be effective, and the identification and capacity of the resource(s) or portions thereof to be indefinitely terminated. If the indefinite termination of the Network Resource is associated with an

approved Generating Facility Replacement processed under Section 3.9 of Attachment N (Revised LGIP), and the termination request identifies the related new Network Resource request associated with the Replacement Generating Facility, the related service requests must be approved as a single request and the Designated Network Resource status of the Existing Generating Facility shall be transferred to the Replacement Generating Facility.

A request for temporary termination of Network Resource status must include the following:

(i) Effective date and time of temporary termination;

(ii) Effective date and time of redesignation, following period of temporary termination;

(iii) Identification and capacity of resource(s) or portions thereof to be temporarily terminated or where appropriate, identification of the NERC-registered Point of Receipt to which Network Resources are assigned and the capacity to be temporarily terminated;

(iv) Resource description and attestation for redesignating the network resource following the temporary termination, in accordance with Section 30.2; and

(v) Identification of any related transmission service requests to be evaluated concomitantly with the request for temporary termination, such that the requests for undesignation and the request for these related transmission service requests must be approved or denied as a single request. The evaluation of these related transmission service requests must take into account the termination of the network resources identified in (iii) above, as well as all competing transmission service requests of higher priority.

As part of a temporary termination, a Network Customer may only redesignate the same resource that was originally designated, or a portion thereof. Requests to redesignate a different resource and/or a resource with increased capacity will be deemed deficient and the Transmission Provider will follow the procedures for a deficient application as described in Section 29.2 of the Tariff.

30.4 Operation of Network Resources: The Network Customer shall not operate its designated Network Resources located in the Network Customer's or Transmission Provider's Control Area such that the output of those facilities exceeds its designated Network Load, plus Non-Firm Sales delivered pursuant to Part II of the Tariff, plus losses, plus power sales under a reserve sharing program, plus sales that permit curtailment without penalty to serve its designated Network Load. This limitation shall not apply to changes in the operation of a Transmission Customer's Network Resources at the request of the Transmission Provider to respond to an emergency or other unforeseen

condition which may impair or degrade the reliability of the Transmission System. For all Network Resources not physically connected with the Transmission Provider's Transmission System, the Network Customer may not schedule delivery of energy in excess of the Network Resource's capacity, as specified in the Network Customer's Application pursuant to Section 29, unless the Network Customer supports such delivery within the Transmission Provider's Transmission System by either obtaining Point-to-Point Transmission Service or utilizing secondary service pursuant to Section 28.4. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that a Network Customer's schedule at the delivery point for a Network Resource not physically interconnected with the Transmission Provider's Transmission System exceeds the Network Resource's designated capacity, excluding energy delivered using secondary service or Point-to-Point Transmission Service.

30.5 Network Customer Redispatch Obligation: As a condition to receiving Network Integration Transmission Service, the Network Customer agrees to redispatch its Network Resources as requested by the Transmission Provider pursuant to Section 33.2. To the extent practical, the redispatch of resources pursuant to this section shall be on a least cost, non-discriminatory basis between all Network Customers, and the Transmission Provider.

30.6 Transmission Arrangements for Network Resources Not Physically Interconnected With The Transmission Provider: The Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with the Transmission Provider's Transmission System. The Transmission Provider will undertake reasonable efforts to assist the Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

30.7 Limitation on Designation of Network Resources: The Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Network Customer may establish that execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff.

30.8 Use of Interface Capacity by the Network Customer: There is no limitation upon a Network Customer's use of the Transmission Provider's Transmission System at any particular interface to integrate the Network Customer's Network Resources (or substitute economy purchases) with its Network Loads. However, a Network Customer's use of the Transmission Provider's total interface capacity with other transmission systems may not exceed the Network Customer's Load.

30.9 Network Customer Owned Transmission Facilities: The Network Customer that owns existing transmission facilities that are integrated with the

Transmission Provider's Transmission System may be eligible to receive consideration either through a billing credit or some other mechanism. In order to receive such consideration the Network Customer must demonstrate that its transmission facilities are integrated into the plans or operations of the Transmission Provider to serve its power and transmission customers. For facilities added by the Network Customer subsequent to July 13, 2007, the Network Customer shall receive credit for such transmission facilities added if such facilities are integrated into the operations of the Transmission Provider's facilities; provided however, the Network Customer's transmission facilities shall be presumed to be integrated if such transmission facilities, if owned by the Transmission Provider, would be eligible for inclusion in the Transmission Provider's annual transmission revenue requirement as specified in Attachment H. Calculation of any credit under this subsection shall be addressed in either the Network Customer's Service Agreement or any other agreement between the Parties.

31 Designation of Network Load

31.1 Network Load: The Network Customer must designate the individual Network Loads on whose behalf the Transmission Provider will provide Network Integration Transmission Service. The Network Loads shall be specified in the Service Agreement.

31.2 New Network Loads Connected With the Transmission Provider: The Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable of the designation of new Network Load that will be added to its Transmission System. A designation of new Network Load must be made through a modification of service pursuant to a new Application. The Transmission Provider will use due diligence to install any transmission facilities required to interconnect a new Network Load designated by the Network Customer. The costs of new facilities required to interconnect a new Network Load shall be determined in accordance with the procedures provided in Section 32.4 and shall be charged to the Network Customer in accordance with Commission policies.

31.3 Network Load Not Physically Interconnected with the Transmission Provider: This section applies to both initial designation pursuant to Section 31.1 and the subsequent addition of new Network Load not physically interconnected with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Part III of the Tariff and designating Network Resources in connection with such additional Network Load, or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Part II of the Tariff. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

31.4 New Interconnection Points: To the extent the Network Customer desires to add a new Delivery Point or interconnection point between the Transmission Provider's Transmission System and a Network Load, the Network Customer shall provide the Transmission Provider with as much advance notice as reasonably practicable. A designation of a new Delivery Point must be made through the Transmission Provider’s OASIS by a request for modification of service pursuant to an Application under Section 29.

31.5 Changes in Service Requests: Under no circumstances shall the Network Customer's decision to cancel or delay a requested change in Network Integration Transmission Service (e.g. the addition of a new Network Resource or designation of a new Network Load) in any way relieve the Network Customer of its obligation to pay the costs of transmission facilities constructed by the Transmission Provider and charged to the Network Customer as

reflected in the Service Agreement. However, the Transmission Provider must treat any requested change in Network Integration Transmission Service in a non-discriminatory manner.

31.6 Annual Load and Resource Information Updates: The Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Part III of the Tariff including, but not limited to, any information provided under section 29.2(ix) pursuant to the Transmission Provider's planning process in Attachment R. The Network Customer also shall provide the Transmission Provider with timely written notice of material changes in any other information provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

32 Additional Study Procedures for Network Integration Transmission Service Requests

32.1 Notice of Need for System Impact Study: After receiving a request for service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of the Transmission Provider's methodology for completing a System Impact Study is provided in Attachment D. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer, as soon as practicable. Once informed, the Eligible Customer shall timely notify the Transmission Provider if it elects to have the Transmission Provider move forward with a System Impact Study and if such a study will include redispatch. If notification to not study redispatch is provided prior to tender of the System Impact Study Agreement, the Eligible Customer can avoid the costs associated with the study of these options. The Transmission Provider will host a scoping meeting with the Eligible Customer if the customer intends to elect a System Impact Study and the Transmission Provider shall within thirty (30) days of receipt of a Completed Application, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required System Impact Study. The System Impact Study Agreement shall identify if the study will evaluate redispatch. A form of System Impact Study Agreement is included as Attachment K. For a service request to remain a Completed Application, the Eligible Customer shall execute the System Impact Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.

32.2 System Impact Study Agreement and Cost Reimbursement:

(i) The System Impact Study Agreement will clearly specify the Transmission Provider's estimate of the actual cost, and time for completion of the System Impact Study. The charge shall not exceed the actual cost of the study. In performing the System Impact Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.

(iii) For System Impact Studies that the Transmission Provider conducts on its own behalf, the Transmission Provider shall record the cost of the System Impact Studies pursuant to Section 8.

32.3 System Impact Study Procedures: Upon receipt of an executed System Impact Study Agreement, the Transmission Provider will use due diligence to complete the required System Impact Study within a sixty (60) day period. The System Impact Study shall identify (1) any system constraints identified with specificity by transmission element or flowgate, (2) redispatch options (when requested by an Eligible Customer) including, to the extent possible, an estimate of the cost of redispatch, (3) available options for installation of automatic devices to curtail service (when requested by an Eligible Customer), and (4) additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. For customers requesting the study of redispatch options, the System Impact Study shall (1) identify all resources located within the Transmission Provider's Control Area that can significantly contribute toward relieving the system constraint and (2) provide a measurement of each resource's impact on the system constraint. If the Transmission Provider possesses information indicating that any resource outside its Control Area could relieve the constraint, it shall identify each such resource in the System Impact Study. In the event that the Transmission Provider is unable to complete the required System Impact Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed System Impact Study and related work papers shall be made available to the Eligible Customer as soon as the System Impact Study is complete. The Transmission Provider will use the same due diligence in completing the System Impact Study for an Eligible Customer as it uses when completing studies for itself. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the System Impact Study if the Transmission System will be adequate to accommodate all or part of a request for service or that no costs are likely to be incurred for new transmission facilities or upgrades.

If the System Impact Study determines that the Transmission System is adequate to accommodate all of the request for service, the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 29.1 within fifteen (15) days of completion of the System Impact Study in order for a request to remain a Completed Application, or the Application shall be deemed terminated and withdrawn. If the System Impact Study identifies the need for additions or upgrades, a Facilities Study will be offered, unless the Eligible Customer and Transmission Provider mutually agree to forgo a Facilities Study as described below.

If the System Impact Study determines that the Transmission System is adequate to accommodate only a portion of the request for service, the Eligible

Customer and Transmission Provider may mutually agree to forgo a Facilities Study. In such cases, the Eligible Customer must inform the Transmission Provider of its election within fifteen (15) days of completion of the System Impact Study and must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 29.1, within thirty (30) days of the completion of the System Impact Study or the Application shall be deemed terminated and withdrawn.

32.4.1 Facilities Study Procedures: If a System Impact Study indicates that additions or upgrades to the Transmission System are needed to supply the Eligible Customer's service request, the Transmission Provider, within thirty (30) days of the completion of the System Impact Study, shall tender to the Eligible Customer a Facilities Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for performing the required Facilities Study. A form of Facilities Study Agreement is included as Attachment L. For a service request to remain a Completed Application, the Eligible Customer shall execute the Facilities Study Agreement and return it to the Transmission Provider within fifteen (15) days. If the Eligible Customer elects not to execute the Facilities Study Agreement, its Application shall be deemed withdrawn and its deposit shall be returned with interest.

Upon receipt of an executed Facilities Study Agreement, the Transmission Provider will use due diligence to complete the required Facilities Study within a sixty (60) day period. If the Transmission Provider is unable to complete the Facilities Study in the allotted time period, the Transmission Provider shall notify the Eligible Customer and provide an estimate of the time needed to reach a final determination along with an explanation of the reasons that additional time is required to complete the study. When completed, the Facilities Study will include a good faith estimate of (i) the cost of Direct Assignment Facilities to be charged to the Eligible Customer, (ii) the Eligible Customer's appropriate share of the cost of any required Network Upgrades, and (iii) the time required to complete such construction and initiate the requested service. The Eligible Customer shall provide the Transmission Provider with a letter of credit or other reasonable form of security acceptable to the Transmission Provider equivalent to the costs of new facilities or upgrades consistent with commercial practices as established by the Uniform Commercial Code. The Eligible Customer shall have thirty (30) days to execute a Service Agreement or request the filing of an unexecuted Service Agreement and provide the required letter of credit or other form of security or the request no longer will be a Completed Application and shall be deemed terminated and withdrawn.

32.4.2 Clustered Transmission Service Requests

See Section 19.5 for the Clustered Transmission Service Request process. The same process is applied for service under Part III of the Tariff.

32.5 Penalties for Failure to Meet Study Deadlines: Section 19.9 defines penalties that apply for failure to meet the 60-day study completion due diligence deadlines for System Impact Studies and Facilities Studies under Part II of the Tariff. These same requirements and penalties apply to service under Part III of the Tariff.

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Approved Effective Date: 4/16/2016

33 Load Shedding and Curtailments

33.1.1 Procedures on the PSCo System: Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System. The Parties will implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate such contingency. The Transmission Provider will notify all affected Network Customers in a timely manner of any scheduled Curtailment.

33.1.2 Procedures on the NSP and SPS Systems: Prior to the Service Commencement Date, the Transmission Provider and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Network Operating Agreement with the objective of responding to contingencies on the Transmission System and on systems directly and indirectly interconnected with the Transmission Provider's Transmission System. The Parties will implement such programs during any period when the Transmission Provider determines that a system contingency exists and such procedures are necessary to alleviate such contingency. The Transmission Provider will notify all affected Network Customers in a timely manner of any scheduled Curtailment.

33.2 Transmission Constraints: During any period when the Transmission Provider determines that a transmission constraint exists on the Transmission System, and such constraint may impair the reliability of the Transmission Provider's system, the Transmission Provider will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the reliability of the Transmission Provider's system. To the extent the Transmission Provider determines that the reliability of the Transmission System can be maintained by redispatching resources, the Transmission Provider will initiate procedures pursuant to the Network Operating Agreement to redispatch all Network Resources and the Transmission Provider's own resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers and any Network Customer's use of the Transmission System to serve its designated Network Load.

33.3 Cost Responsibility for Relieving Transmission Constraints: Whenever the Transmission Provider implements least-cost redispatch procedures in response to a transmission constraint, the Transmission Provider and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.

33.4 Curtailments of Scheduled Deliveries: If a transmission constraint on the Transmission Provider's Transmission System cannot be relieved through the

implementation of least-cost redispatch procedures and the Transmission Provider determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Network Operating Agreement or pursuant to the transmission loading relief procedures specified in Attachment J.

33.5 Allocation of Curtailments: The Transmission Provider shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by the Transmission Provider and Network Customer in proportion to their respective Load Ratio Shares. The Transmission Provider shall not direct the Network Customer to Curtail schedules to an extent greater than the Transmission Provider would Curtail the Transmission Provider's schedules under similar circumstances.

33.6 Load Shedding: To the extent that a system contingency exists on the Transmission Provider's Transmission System and the Transmission Provider determines that it is necessary for the Transmission Provider and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Network Operating Agreement.

33.7 System Reliability: Notwithstanding any other provisions of this Tariff, the Transmission Provider reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Network Integration Transmission Service without liability on the Transmission Provider's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Network Integration Transmission Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on the Transmission Provider's Transmission System or on any other system(s) directly or indirectly interconnected with the Transmission Provider's Transmission System, the Transmission Provider, consistent with Good Utility Practice, also may Curtail Network Integration Transmission Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. The Transmission Provider will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Network Integration Transmission Service will be not unduly discriminatory relative to the Transmission Provider's use of the Transmission System on behalf of its Native Load Customers. The Transmission Provider shall specify the rate treatment and all related terms and conditions applicable in the event that the Network Customer fails to respond to established Load Shedding and Curtailment procedures.

Proposed Effective Date: 4/16/2016

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34 Rates and Charges

The Network Customer shall pay the Transmission Provider for any Direct Assignment Facilities, Ancillary Services, and applicable study costs, consistent with Commission policy, along with the following, except as may be governed by a settlement accepted by the FERC:

34.1.1 Monthly Demand Charge on the SPS Transmission System: The Network Customer on the SPS Transmission System shall pay a Monthly Demand Charge, which shall be determined by multiplying its Load Ratio Share times one twelfth (1/12) of the Transmission Provider's Annual Transmission Revenue Requirement specified in Attachment H. Monthly customer bills shall reflect any (i) credits for Network Customer Owned Transmission Facilities and (ii) other applicable charges provided in Attachment H. Effective January 1, 2009, the Network Customer shall compensate the Transmission Provider for Network Integration Transmission Service at the applicable charges set forth below in addition to other applicable charges specified in the Tariff. The monthly rate shall be calculated using the formula included in Attachment O - SPS. The rate is recalculated each year, effective January 1, based on projected data, plus any applicable True-up Adjustment. Each month the Network Customer shall pay the Transmission Provider the product of the monthly rate specified on Schedules 7 and 8 and the Transmission Customer's Monthly Network Load determined in accordance with Section 34.2.

34.1.2 Monthly Demand Charge on the PSCo Transmission System: The Network Customer on the PSCo Transmission System shall pay a monthly demand charge pursuant to Schedule 13.

34.1.3 Monthly Demand Charge for Service across the Lamar Tie Line: The monthly demand charges for Network Integration Transmission Service under Part III of this Tariff across the Lamar Tie Line are set forth in Schedule 13A.

34.2 Determination of Network Customer's Monthly Network Load: The Network Customer's monthly Network Load is its hourly load (including its designated Network Load not physically interconnected with the Transmission Provider under Section 31.3) coincident with the Transmission Provider's Monthly Transmission System Peak. All capacity quantities used in developing the Network Customer's Monthly Network Load shall be adjusted to the transmission system input level, i.e., shall include the transmission capacity amount associated with any applicable losses.

34.3 Determination of Network Customer's Average Network Load on the SPS System: This section is applicable through December 31, 2008. The Network Customer's Average Network Load is the average of the Network Customer's Monthly Network Loads as defined in Section 34.2 for the previous calendar year. This value shall be calculated and become effective each February 1 through the following January 31. However, if the Network Customer taking service on the SPS system adds (loses) a new Network Load during such

February 1 through January 31 period, the Network Customer's Average Network Load for the months following the addition (loss) will be determined by including (excluding) the monthly coincident peak loads of the new (lost) Network Load for the previous calendar year. If such coincident peak load data are not available, the non-coincident peak load of the New Network Load for the previous calendar year will be used in such determination. All quantities used in calculating the Network Customer's network load shall be adjusted to the transmission system input level, i.e., shall include the transmission capacity amount associated with any applicable losses.

34.4 Determination of Transmission Provider's Monthly Transmission System Load on the SPS Transmission System: The Transmission Provider's Monthly Transmission System load is the Transmission Provider's Monthly Transmission System Peak minus the coincident peak usage of all Firm Point-To-Point Transmission Customers served pursuant to Part II of this Tariff or Part II of the Southwest Power Pool Open Access Transmission Tariff. All capacity quantities used in developing the Transmission Provider's Monthly Transmission System Peak shall be adjusted to the transmission system input level, i.e., shall include the transmission capacity amount associated with any applicable losses.

34.5 Reserved For Future Use

34.6 Determination of Transmission Provider's Average Transmission System Load on the SPS Transmission System: This section is applicable through December 31, 2008. The Transmission Provider's Average Transmission System load is the average of the Transmission Provider's monthly Transmission System loads as defined in Section 34.4 for the previous calendar year. This value shall be calculated and become effective each February 1 through the following January 31. All quantities used in calculating the Transmission Provider's monthly transmission system peak shall be adjusted to the transmission system input level, i.e., shall include the transmission capacity amount associated with any applicable losses.

34.7 Redispatch Charge: The Network Customer shall pay a Load Ratio Share of any redispatch costs allocated between the Network Customer and the Transmission Provider pursuant to Section 33. To the extent that the Transmission Provider incurs an obligation to the Network Customer for redispatch costs in accordance with Section 33, such amounts shall be credited against the Network Customer's bill for the applicable month.

34.8 Stranded Cost Recovery: The Transmission Provider may seek to recover stranded costs from the Network Customer pursuant to this Tariff in accordance with the terms, conditions and procedures set forth in FERC Order No. 888. However, the Transmission Provider must separately file any proposal to recover stranded costs under Section 205 of the Federal Power Act.

34.9 SPS Meter Charge: Effective July 6, 2008 through December 31, 2008, the Network Customer of SPS shall pay $69 per delivery point. Effective January 1, 2009, the Network Customer of SPS shall pay the monthly meter investment charge per delivery point as calculated annually in Attachment O – SPS. On a monthly basis, the meter investment charge will be calculated by multiplying the number of delivery points of the Network Customer by the monthly meter investment charge calculated annually in Attachment O – SPS.

35 Operating Arrangements

35.1 Operation under The Network Operating Agreement: The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Network Operating Agreement.

35.2 Network Operating Agreement: The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part III of the Tariff shall be specified in the Network Operating Agreement. The Network Operating Agreement shall provide for the Parties to (i) operate and maintain equipment necessary for integrating the Network Customer within the Transmission Provider's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment), (ii) transfer data between the Transmission Provider and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside the Transmission Provider's Transmission System, interchange schedules, unit outputs for redispatch required under Section 33, voltage schedules, loss factors and other real time data), (iii) use software programs required for data links and constraint dispatching, (iv) exchange data on forecasted loads and resources necessary for long-term planning, and (v) address any other technical and operational considerations required for implementation of Part III of the Tariff, including scheduling protocols. The Network Operating Agreement will recognize that the Network Customer shall either (i) operate as a Control Area under applicable guidelines of the Electric Reliability Organization (ERO) as defined in 18 C.F.R. § 39.1, (ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies the applicable reliability guidelines of the ERO. The Transmission Provider shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Network Operating Agreement is included in Attachment G.

35.3 Network Operating Committee: A Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

IV. BALANCING AUTHORITY ANCILLARY SERVICES

Preamble

Service under Part IV shall be applicable only to the Public Service Company of Colorado (PSCo) system. This Part IV shall not apply to ancillary services that are provided pursuant to: (1) Part II or Part III of this Tariff; (2) a pre-Order No. 888 agreement providing for transmission service; or (3) a wholesale agreement (such as a wholesale sales service agreement) that includes payment to PSCo for Ancillary Services. Ancillary Service Customers shall compensate PSCo for ancillary services provided by the PSCo Balancing Authority.

36 Definitions

In addition to the Definitions and Terms set forth in the Common Service Provisions found in Part I of this Tariff, the following definitions shall apply to this Part IV, the Balancing Authority Services set forth in the Schedules and Attachment T of this Tariff:

36.1 Ancillary Service Customer (ASC): Any entity (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Balancing Authority Operator file with the Commission, a proposed unexecuted Service Agreement to receive Ancillary Services under Part IV of the Tariff.

36.2 Ancillary Service Load: The load that an Ancillary Service Customer designates for Ancillary Services under Part IV of the Tariff in the Service Agreement. The Ancillary Service Load shall include all load designated by the Ancillary Service Customer.

36.3 Balancing Authority Area (BAA): An electric power system or systems to which a common automatic generation control scheme is applied in order to: (1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s); (2) maintain scheduled interchange with other Balancing Authority Areas, within the limits of Good Utility Practice; (3) maintain the frequency and voltage of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice. Balancing Authority Area shall have the same meaning as a Control Area, as defined in Section 1.7.

36.4 Balancing Authority (BA) Operator: PSCo, the entity managing or operating a BA with the responsibility to monitor and control that BA in real time in accordance with the responsibilities defined for a BA by NERC and/or WECC. The term Balancing Authority Operator shall have the same meaning as the term Control Area Operator, as used in Parts II and III and the Schedules to this Tariff.

36.5 Balancing Authority (BA) Services: The ancillary services necessary to support the transmission of capacity and energy from generating units to loads and to maintain reliability within the PSCo BAA. BA Services include: (i) Scheduling, System Control, and Dispatch Service as provided in Schedule 1 to this Tariff; (ii) Reactive Supply and Voltage Control from Generation Sources as specified in Schedule 2; (iii) Regulation and Frequency Response Service as specified in Schedule 3; (iv) Energy Imbalance Service as specified in Schedule 4; (v) Operating Reserve—Spinning Reserve Service as specified in Schedule 5; (vi) Operating Reserve—Supplemental Reserve Service as specified in Schedule 6; (vii) Flex Reserve Service as specified in Schedule 16; (viii) Generator Imbalance service as specified in Schedule 9; and real power losses.

36.6 **Internal Transmission Owner (ITO):** Any entity other than PSCo that owns Bulk Transmission Facilities within the PSCO BAA that is not a Transmission Customer under Parts II or III of this OATT or pursuant to a GFA.

36.7 **Load Serving Entity (LSE):** An entity within the PSCo BAA providing electric service at retail. An LSE may be either an investor-owned utility, a cooperative, or a municipal utility.

36.8 **Northwest Power Pool (NWPP):** The reserve sharing group for PSCo.

36.9 **Reserved Capacity:** The hourly peak demand on the Internal Transmission Owner's system. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

36.10 **WECC:** the Western Electricity Coordination Council, the Regional Entity and Regional Reliability Coordinator for the PSCo BAA.

37 Nature of Balancing Authority Services

37.1 Requirement to Provide and Obtain BA Services: An Ancillary Service Customer (ASC) shall purchase from the BA Operator, self-provide, or purchase from a third party BA Services for all load or generating units in the PSCo BAA. The ASC shall obtain BA Services pursuant to the rates, terms, and conditions specified in this Part IV and the provisions of the Service Agreement set forth as Attachment T of this Tariff.

37.2 Source and Acquisition of BA Services:

(a) The BA Operator shall provide and the ASC is required to purchase Scheduling, System Control, and Dispatch Service as provided in Schedule 1 to this Tariff.

(b) The BA Operator shall also offer to provide the following BA Services: (i) Reactive Supply and Voltage Control from Generation Sources as specified in Schedule 2 to this Tariff; (ii) Regulation and Frequency Response Service as specified in Schedule 3; (iii) Energy Imbalance Service as specified in Schedule 4; (iv) Operating Reserve—Spinning Reserve Service as specified in Schedule 5; (v) Operating Reserve—Supplemental Reserve Service as specified in Schedule 6; (vi) Flex Reserve Service as specified in Schedule 16; (vii) Generator Imbalance service as specified in Schedule 9, and (viii) real power losses.

(c) The ASC shall designate the BA Services to be provided by the BA Operator in the service agreement between the ASC and BA Operator, in the form provided in Attachment T. The ASC must acquire such BA Services from the BA Operator unless the ASC demonstrates to the satisfaction of the BA Operator that the ASC has acquired such BA Services from another source, either by self-providing or purchasing from a third party.

(d) Each ASC subject to this Part IV must specify on the Service Agreement set forth in Attachment T and required under this Part IV (a) those BA Services the ASC will purchase from the BA Operator, and (b) the loads designated for such BA services. If the Balancing Authority Operator and Ancillary Service Customer disagree on the load to be designated as subject to Part IV, the Balancing Authority Operator shall file the unexecuted Service Agreement with the Commission.

(e) Each ASC subject to this Part IV must provide an attestation annually that specifies the amounts of VER generation and non-VER generation owned or controlled by the ASC.

37.3 Sufficiency of Balancing Authority Services: The BA Operator shall determine the sufficiency of any BA Service obtained by an ASC pursuant to the requirements of this Part IV. In the event of a dispute, the Dispute Resolution provisions of Section 12 shall apply.

37.4 Real Power Losses: Real Power Losses are associated with all transmission transactions scheduled by ASCs within the PSCo BAA. The BA Operator is not obligated to provide Real Power Losses. The ASC is responsible for replacing losses associated with all BA Services as calculated by the BA Operator. The ASC's Real Power Loss obligation will be determined based on the location of the ASC's metered points on the transmission system; however, the exact identification of loss obligations for ASC's will be determined at the time the ASC's form of service agreement is executed. The ASC will be charged for Real Power Losses on all transactions that are delivered across the BAA to serve the ASC's load, less any losses supplied to the BA or billed to the ASC under Part II or Part III of this Joint OATT or pursuant to any other agreement. The applicable Real Power Losses are as follows

For Service in the PSCo BAA:	Demand	Energy
	2.20%	1.70%

37.5 Service Agreements: The BA Operator shall offer a standard form of Service Agreement to an ASC, as set forth in Attachment T to this Tariff. An executed Service Agreement completed consistent with the requirements of this Part IV will be reported to the Commission in compliance with applicable Commission regulations. If an ASC does not execute the Service Agreement required by this Part IV, the BA Operator may file an unexecuted Service Agreement with the Commission. The BA Operator shall file any unexecuted Service Agreement with the Commission by the earlier of (i) thirty (30) days after receiving a request from the ASC to file an unexecuted Service Agreement or (ii) thirty (30) days after service commences.

37.6 No Transmission Service Provided: The provision of BA Services under this Part IV does not include or constitute a commitment by Transmission Provider to provide any other type of Service under this Tariff.

38 Authority and Obligations

38.1 BA Operator Authority: The BA Operator, consistent with Good Utility Practice, shall have all necessary authority to take whatever action the BA Operator deems necessary, including giving orders to the ASC to: (1) preserve the public health, safety, and welfare; (2) preserve the reliability of the PSCo BAA and Transmission System; (3) limit or prevent damage to the PSCo BAA and Transmission System; and (4) expedite the restoration of electric service within the PSCo BAA. The BA Operator shall use reasonable efforts to minimize the effect of such actions or interactions on the ASC.

38.2 ASC Obligations: The ASC shall operate (1) in a safe and reliable manner; (2) in accordance with Good Utility Practice; (3) in accordance with applicable operational and/or reliability criteria, protocols, and directives, including those of the BA Operator, WECC, or NERC; and (4) in accordance with the provisions of this Tariff.

39 Metering

39.1 ASC Obligations:

(a) The ASC shall make arrangements for or provide, install, operate, and maintain suitable metering equipment as necessary to meet its obligations under this Part IV, including the provisions of any applicable Service Agreements and appropriate interconnection agreement arrangements, but shall provide for compliance with the requirements set forth below. Unless otherwise agreed to in writing by the BA Operator, suitable metering equipment installed after the effective date of this Part IV shall include revenue quality electric meters that are in accordance with the American National Standards Institute C12 standards, potential and current transformers, and such other appurtenances and software as are necessary to give an automatic record of kilowatt-hours for each clock hour. The equipment shall be capable of storing metering data for at least 30 days and of providing reading(s) on demand. When there is a possibility of flows of electricity in either direction, metering equipment shall be installed to provide metering data for each direction of flow. The timing devices of all meters having such devices shall be maintained in time synchronism as closely as practicable with prevailing time.

(b) Notwithstanding the foregoing, if an ASC has metering equipment in place and in operation as of the effective date of this Part IV which meets NERC and/or relevant industry standards, the ASC may continue to use such equipment as long as such equipment continues to meet NERC and/or relevant industry standards. The BA Operator shall not be responsible for any costs associated with such metering equipment, the installation of such equipment, or any changes thereto.

39.2 **Metering Data**: The ASC shall demonstrate to the BA Operator that all metering equipment, data acquisition facilities, communication equipment and associated equipment necessary to provide the metered data to the BA Operator has been installed by the ASC in accordance with Good Utility Practice and consistent with applicable WECC and/or NERC standards. The ASC (or its designee) shall read meters to provide information required by the BA Operator by the fifth day after the end of the billing month unless otherwise notified by the BA Operator. If hourly energy readings are requested by the BA Operator, the ASC shall report such information to the BA Operator by telephone or electronically or as the Parties otherwise agree, on a schedule agreed to by the Parties. Metering quantities shall be provided to the BA Operator or the ASC upon request. The ASC shall be responsible for any costs associated with the administration of metering equipment and the provision of metering data.

39.3 **Testing**: Metering equipment shall be tested at the ASC's expense for suitable intervals and its accuracy of registration shall be maintained in accordance with standards specified in the Service Agreement. On request of either Party, a

special test of the metering may be made. If the meter's parameters are found to be outside the acceptable limits determined in accordance with the Service Agreement, the owner of the meter will be responsible for the cost of the special test. Representatives of both Parties, and representatives of any applicable interconnection arrangement shall be afforded an opportunity to be present at all routine or special tests and upon occasions when any readings, for purposes of settlements, are taken from meters not bearing an automatic record.

39.4 **Meter Failure**: Should a meter installed at an ASC's facility fail to register during any period of time, the sum of delivered or received energy at the meter point during such period shall be estimated jointly by the BA Operator and the other party, in cooperation with each other, based on the best available information.

39.5 **Billing Adjustments**: If at any time, any metering equipment is found to be outside its acceptable limits as determined under Section 39.1, such metering equipment shall be made operable or accurate or replaced by the ASC at the ASC's expense. Meter readings and billings for the period of the inaccuracy shall be adjusted insofar as the extent of the meter inaccuracy can be reasonably ascertained. If the period of inaccuracy cannot be reasonably ascertained, the inaccuracy shall be corrected for the ninety (90) day period immediately proceeding the day of the test. Each Party shall comply with any reasonable request of the other Party concerning the sealing of the meters, the presence of a representative of the other Party when the seals are broken and the tests are made, and other matters affecting the accuracy of the measurement of electricity delivered from or to the ASC.

39.6 **Examination of Records**: The BA Operator and ASC shall have the right, during normal business hours, to examine accounting and other relevant records of the other Party relating to services or activities under this Part IV, and shall have the right to make reasonable audits and copies of such records. Such examinations shall be at the expense of the party requesting such examination.

39.7 **BA Operator Access to Metering Data**: The BA Operator shall have access to any data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

40 Billing

(a) The ASC will be charged for Ancillary Services in a manner that is consistent with the manner in which Network Integration Transmission Service customers are charged for Ancillary Services under Part III of the Joint OATT. The monthly charges to ASCs for Ancillary Services rendered under Schedules 1, 2, 3, 5, and 6 of the Joint OATT shall be determined based on the electrical demand recorded at the ASC's meter(s) at which such services are provided under Part IV of the Joint OATT, coincident with the PSCo peak hour in that month, less any Ancillary Services billed under Part II or Part III of this Joint OATT or any pre-existing transmission service or wholesale agreement providing for delivery of Ancillary Services to the ASC's load for that month. Schedules 4 and 9 will be calculated hourly based on the scheduled amount versus actual energy flow. Schedule 16 will be calculated based on the installed nameplate capacity of wind generation owned or controlled by the ASC.

(b) The ASC shall be billed for Real Power Losses on all transactions that are delivered across the BAA to serve the ASC's load. The total amount billed to a customer for Real Power Losses under Parts II, III and IV of this Joint OATT or pursuant to any pre-existing transmission service or wholesale agreement shall not exceed the total amount of losses attributable to such customer's total demand in such billing month.

(c) If the ASC does not provide required metered load information by the 5th day after the end of a billing month pursuant to Section 39.2, PSCo may bill such customer on an estimated billing basis, with a true-up correction to actual metered loads on the next monthly bill.

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

V. JOINT DISPATCH TRANSMISSION SERVICE (Applicable to Public Service Company of Colorado only)

Preamble

Service under Part V shall be applicable only to load serving entities in the PSCo Balancing Authority Area that are signatories to a Joint Dispatch Agreement (JDA) under which: (1) participating generating resources of the parties are dispatched as a pool on a least-cost basis respecting transmission limitations; (2) the Joint Dispatch Transmission Service Customers' respective transmission service providers have provided within their OATT a transmission service schedule for energy dispatched pursuant to the JDA at a rate equal to zero dollars on a non-firm, as-available basis with the lowest curtailment priority, pursuant to the provisions of this Part V of the Tariff.

41 Definitions

In addition to the Definitions and Terms set forth in the Common Service Provisions found in Part 1 of this Tariff, the following definitions shall apply to this Part V, the Joint Dispatch Services set forth in Schedule 15 and Attachment V of this Tariff.

41.1 Joint Dispatch Arrangement: An operating arrangement whereby participating generation resources owned, operated or controlled by load serving entities within the PSCo Balancing Authority Area are dispatched as a pool on a least-cost basis respecting transmission limitations in order to economically optimize dispatch on an aggregate real-time basis among all participants in the Joint Dispatch Arrangement.

41.2 Joint Dispatch Agreement: An agreement detailing the rights and obligations of participants in a Joint Dispatch Arrangement.

41.3 Joint Dispatch Transmission Service: Non-firm transmission service across transmission facilities of the Transmission Provider that is used to transmit energy dispatched pursuant to a Joint Dispatch Agreement and that is subject to the provisions of this Part V of the Tariff. Joint Dispatch Transmission Service will be made available from posted ATC after procurement and scheduling deadlines have passed for the current operating hour, as specified in the Transmission Provider's Business Practices posted on OASIS.

41.4 Service Agreement for Joint Dispatch Transmission Service ("Service Agreement"): An agreement between the Transmission Provider and a Joint Dispatch Transmission Service Customer for Joint Dispatch Transmission Service.

41.5 Joint Dispatch Transmission Service Customer: Any entity (or its Designated Agent) that: (i) executes a Service Agreement; or (ii) requests in writing that the Transmission Provider file with the Commission a proposed unexecuted Service Agreement.

42 Nature of Joint Dispatch Transmission Service

Joint Dispatch Transmission Service is an optional service available to any load serving entity in the PSCo Balancing Authority Area that: (1) has entered into a Joint Dispatch Agreement; and (2) makes Joint Dispatch Transmission Service on its transmission system, if any, available to PSCo and all other parties to the Joint Dispatch Agreement at the same rate, terms, and conditions as set out in this Part V of the Tariff and related schedules and attachments. As further detailed herein, Joint Dispatch Transmission Service may only be used to deliver energy dispatched under a Joint Dispatch Agreement to the entity's wholesale and retail native load customers. Joint Dispatch Transmission Service is provided only on a non-firm, as available basis and has the lowest curtailment priority.

42.1 Limited Transmission Provider Responsibilities. The Transmission Provider shall have the obligation to operate its Transmission System in accordance with Good Utility Practice. For purposes of Joint Dispatch Transmission Service, the Transmission Provider shall have no obligation to plan, construct, or maintain its Transmission System for the benefit of any Joint Dispatch Transmission Service Customer.

42.2 Real Power Losses. Real Power Losses are associated with all transmission service. The Joint Dispatch Transmission Service Customer shall be responsible for all losses associated with Joint Dispatch Transmission Service, which responsibility shall be manifested as the difference between the amount of energy dispatched on behalf of the Joint Dispatch Transmission Service Customer and the amount of energy actually delivered to such customer based on the following loss factors.

Seller **Buyer**	**PRPA**	**PSCO**	**BHCE**	**CSU**
PRPA		PSCO %	PSCO % + BHCE %	PSCO % + CSU %
PSCO	PRPA %		BHCE %	CSU %
BHCE	PRPA % + PSCO %	PSCO %		CSU %
CSU	PRPA % + PSCO %	PSCO %	BHCE %	

Where:
PRPA %= Loss Factor set forth in PRPA's OATT Section 15.7
PSCo %=Loss Factor set forth in PSCo OATT Section 15.7
BHCE %= Loss Factor set forth in BHCE OATT Section 15.7
CSU %=Loss Factor set forth in CSU OATT Section 15.7

42.3 Restrictions on Use of Service. The Joint Dispatch Transmission Service Customer shall not use Joint Dispatch Transmission Service for (i) off-system sales of capacity or energy or (ii) direct or indirect provision of transmission service by the Joint Dispatch Transmission Service Customer to any third party. Joint Dispatch Transmission Service may be used only for receipt or delivery of energy dispatched within the PSCo Balancing Authority Area on a non-firm basis to serve wholesale or retail native load of any participant in a Joint Dispatch Agreement.

42.4 Imbalance Service. The purpose of the Joint Dispatch Arrangement is to balance loads and resources of the parties by optimizing dispatch of the parties' resources. As a result, the Transmission Provider shall not assess energy imbalance charges under Ancillary Service Schedule 4 or 9 to any Joint Dispatch Transmission Service Customer.

43 Initiating Service

43.1 Condition Precedent for Receiving Service. Subject to the terms and conditions of this Part V of the Tariff, and related schedules and attachments, the Transmission Provider will provide Joint Dispatch Transmission Service to any eligible customer, provided that (i) the eligible customer has wholesale or retail native load in the Transmission Provider's Balancing Authority area; (ii) the eligible customer has entered into a Joint Dispatch Agreement; (iii) the eligible customer's transmission provider has a transmission service tariff offering Joint Dispatch Transmission Service on the same terms and conditions as offered under this Part V of the Tariff, and related schedules and attachments; and (iv) the eligible customer executes a Service Agreement pursuant to Attachment V for service under this Part V of the Tariff or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission.

43.2 Application Procedures. An Eligible Customer requesting service under Part V of this Tariff must submit an application containing the information specified below. No deposit or credit evaluation is necessary to obtain Joint Dispatch Network Transmission Service. Further, no transmission studies shall be required to obtain Joint Dispatch Transmission Service because such service is provided only on a non-firm, as available basis. Applications should be submitted to the Transmission Provider via e-mail to the person(s) listed on OASIS. Application contents:

(i) The identity, address, telephone number and facsimile number of the party requesting service;
(ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the tariff;
(iii) A statement that the party requesting service has, or will have upon commencement of service, wholesale or retail native load in the PSCo Balancing Authority;
(iv) A statement that the party requesting service has, or will have upon commencement of service, entered into a Joint Dispatch Agreement with PSCo;
(v) A statement that the party requesting service has, or will have upon commencement of service, a tariff offering Joint Dispatch Transmission Service at the same rates, terms, and conditions as this Part V of the Tariff and associated schedules and attachments;
(vi) Service Commencement Date and the term of the requested Joint Dispatch Transmission Service;
(vii) A statement signed by an authorized officer from or agent of the Joint Dispatch Transmission Service Customer attesting that Joint Dispatch Transmission Service will be used only for receipt or delivery of energy dispatched under a Joint Dispatch Agreement for the benefit of the customer's wholesale and retail native load customers;
(viii) Service is conditioned on the Transmission Service Provider being in

receipt of an executed Joint Dispatch Agreement.

Unless the Parties agree to a different timeframe, the Transmission Provider must acknowledge the request within ten (15) days of receipt. The acknowledgement must include a date by which a response, including a Service Agreement, will be sent to the Eligible Customer. If an application fails to meet the requirements of this section, the Transmission Provider shall notify the Eligible Customer requesting service within fifteen (15) days of receipt and specify the reasons for such failure. Wherever reasonably possible, the Transmission Provider will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If efforts are unsuccessful, the Transmission Provider shall return the Application, without prejudice to the Eligible Customer filing a new or revised Application that fully complies with the requirements of this section.

43.3 Joint Dispatch Transmission Customer Facilities: The Joint Dispatch Transmission Service Customer's transmission provider will retain its existing obligations to plan, construct, operate and maintain its transmission system using standard utility practices.

43.4 Filing of Service Agreement. The Transmission Provider will file Service Agreements with the Commission in compliance with applicable Commission regulations, if any.

VII. Interconnection Service using the PSCo Rush Creek Generator-Tie Line

Preamble

PSCo is constructing the Rush Creek Generator Tie Line ("Gen-Tie") as an Interconnection Customer's Interconnection Facility in order to interconnect PSCo's 600 MW Rush Creek Generating Facility ("Rush Creek") to the PSCo Transmission System at the Missile Site Substation ("Missile Site"), which is the Point of Interconnection ("POI") with the PSCo Transmission System. The Gen-Tie will be an approximately 82 mile 345 kV radial transmission line interconnecting Rush Creek to Missile Site, and is scheduled to be placed in-service in August 2018. Rush Creek will use the first 600 MW of thermal capacity on the Gen-Tie for delivery of the output of Rush Creek to the PSCo Transmission System. Interconnection service over the capacity on the Gen-Tie above the first 600 MW of thermal capacity is available as described in this Part VII. This Part VII of the Tariff describes the rates, terms and conditions for a third party Interconnection Customer's use of the Gen-Tie to deliver electric capacity and/or energy to the PSCo Transmission System at the Missile Site POI.

The Gen-Tie as it is presently planned to be configured is available only for generation interconnection service. Delivery over the Gen-Tie is separate from transmission service over the PSCo Transmission System. Transmission service over the PSCo Transmission System must be reserved separately pursuant to parts II or III of this Tariff, as applicable. Charges for interconnection service on the Gen-Tie are in addition to: (i) charges for Network Integration Transmission Service or Point-to-Point Transmission Service over the PSCo transmission system, including Ancillary Services charges and any direct assignment facility costs associated with the customer's transmission service request; and (ii) any other interconnection-related costs associated with a customer's interconnection request as determined under Attachments N or P, as applicable.

45 Definitions

In addition to the Definitions and Terms set forth in the Common Service Provisions found in Part 1 of this Tariff, the following definitions shall apply to this Part VII and to Schedule 19 of this Tariff.

45.1 Rush Creek Generator-Tie Line ("Gen-Tie"): An 82-mile 345 kV radial transmission line that will provide interconnection between the high side of PSCo's Rush Creek Generating Facility's 34.5/345 kV main step-up transformers located near Simla, Limon, and Hugo, Colorado, and PSCo's Missile Site Substation located near Deer Trail, Colorado.

45.2 Rush Creek Generating Facility: A 600 MW wind generation plant to be constructed near the Rush Creek I and Rush Creek II collector system sites in Elbert, Lincoln, Kit Carson, and Cheyenne counties in Colorado.

45.3 Rush Creek Generator-Tie Line Use Charge: The monthly charge for interconnection service using the Rush Creek Gen-Tie as defined in Schedule 19 to this Tariff.

46 Interconnection Service over the Rush Creek Gen-Tie

The Rush Creek Gen-Tie (Gen-Tie) is an Interconnection Customer's Interconnection Facility owned by PSCo as the Interconnection Customer for the Rush Creek Generating Facility. PSCo takes Interconnection Service over the Gen-Tie, which electrically interconnects the Rush Creek Generating Facility to the PSCo Transmission System at the Missile Site Substation Point of Interconnection. An Interconnection Customer may request to use the Gen-Tie to facilitate interconnection to the PSCo Transmission System to the extent capacity is available above PSCo's rights to 600 MW for delivery of the output of the Rush Creek Generating Facility at Missile Site. An Interconnection Customer seeking to use the Gen-Tie for Interconnection Service agrees to share in the costs of the Gen-Tie. The terms, conditions, and charges for a third-party Interconnection Customer's use of the Gen-Tie are consistent with Section 9.9.2 of PSCo's *pro forma* LGIA in Attachment N of this Tariff, Section 4.1.1 of PSCo's *pro forma* SGIA in Attachment P of this Tariff, and the settlement and order approving settlement in Public Utilities Commission of Colorado Proceeding Nos. 16A-0117E and 16V-0314E (2016).

46.1 Interconnection Requests to the PSCo Transmission System through the Gen-Tie

An Interconnection Customer seeking to interconnect to the PSCo Transmission System via the Gen-Tie shall request interconnection to the PSCo Transmission System using the process described in Attachment N (Standard Large Generator Interconnection Procedures) or Attachment P (Standard Small Generator Interconnection Procedures) to this Tariff. The interconnection request must identify a primary Point of Interconnection at the PSCo Missile Site Substation and request the use of the Rush Creek Gen-Tie Line. This request will generate a queue position for the requesting Interconnection Customer. The interconnection study/ies will identify any Interconnection Facilities, Network Upgrades, and Distribution Upgrades required for the requested generation interconnection service, including facilities necessary to connect the Interconnection Customer's Generating Facility to the Rush Creek Gen-Tie.

The Gen-Tie capacity used by Interconnection Customer is equal to the Generating Facility Capacity as defined in the Interconnection Customer's Interconnection Agreement. The Interconnecting Customer's cost responsibility for interconnection service over the Gen-Tie, as a Third Party User of the Gen-Tie, shall be based upon the Gen-Tie Use Charge in Schedule 19 of this Tariff. The Interconnection Customer also shall be responsible for applicable interconnection costs associated with facilities needed to connect Interconnection Customer's Generating Facility to the Gen-Tie and any other costs determined to be necessary under Attachment N or Attachment P of the Tariff.

Approval by PSCo of an Interconnection Request, completion of all studies, payment of interconnection costs, and execution of a generation interconnection agreement in the

form provided in either Attachment N or Attachment P of the Tariff shall not grant Interconnection Customer transmission service on the PSCo Transmission System. Such transmission service must be separately arranged under Part II or Part II of the Tariff.

46.2 Curtailment of Generation on the Rush Creek Gen-Tie

Generators interconnected to the Gen-Tie are subject to curtailment. In its function as Transmission Operator, Transmission Service Provider and Balancing Authority, PSCo will monitor generation and may direct curtailments of deliveries into and over the Gen-Tie to maintain system reliability. Curtailments will be made on a non-discriminatory, pro rata basis to the transaction(s) that effectively relieve the constraint and according to the priority of the transmission service on the PSCo Transmission System arranged for Interconnection Customer's Generating Facility pursuant to Part II or Part III of the Tariff and used for deliveries from the Generating Facility. For instance, Transmission Customers connected to the Rush Creek Gen-Tie with the same transmission service priority over the PSCo Transmission System will be curtailed on a pro rata basis if their impact to a constraint is similar. Transactions using Non-Firm Transmission Service over the PSCo Transmission System will be curtailed prior to curtailment of any transaction using Firm Transmission Service over the PSCo Transmission System. Please see Sections 13.6 and 15.4 of Part II of this Tariff for more information on curtailment.

46.3 Emergency Operations

As the Balancing Authority Operator and the Transmission Provider, consistent with Good Utility Practice, PSCo shall have all necessary authority to take whatever action PSCo deems necessary, including giving orders to the third-party Interconnection Customer using the Gen-Tie to: (1) preserve the public health, safety, and welfare; (2) preserve the reliability of the PSCo Balancing Authority Area (BAA) and Transmission System; (3) limit or prevent damage to the PSCo BAA and Transmission System; and (4) expedite the restoration of electric service within the PSCo BAA. PSCo shall use reasonable efforts to minimize the effect of such actions or interactions on Interconnection Customers using the Gen-Tie.

46.4 Charges for Use of Rush Creek Gen-Tie

In addition to applicable generation interconnection fees (e.g., study fees) and costs (e.g., costs for incremental Interconnection Facilities) under Attachment N or Attachment P to this Tariff, the following charges shall apply:

46.4.1 Gen-Tie Use Charge

All Interconnection Customers interconnecting to the PSCo Transmission System at the Missile Site POI and using the Gen-Tie for interconnection service will be charged a Rush Creek Gen-Tie Use Charge as provided in Schedule 19, based on the Generating Facility Capacity of the Interconnection Customer's Generating Facility. The Usage Charge will be billed to Interconnection Customer starting with the first month the Interconnection Customer's Generating Facility is in-service.

46.4.2 Losses

Real Power Losses are associated with all delivery transactions over the Gen-Tie. Real Power Losses over the Gen-Tie will be used to determine transmission and ancillary service volumes associated with transmission service over the PSCo Transmission System. Volumes measured at the point where the Generating Facility connects to the Rush Creek Gen-Tie will be grossed down by application of a transmission loss factor to determine Transmission Service, Ancillary Service Charges, and Scheduled volumes at the Missile Site Point of Receipt. All generators connecting to the Rush Creek Gen-Tie will be assigned average losses for use of the Rush Creek Gen-Tie irrespective of location or sequence of interconnection to the Rush Creek Gen-Tie. The Rush Creek Real Power Loss Factor is detailed in Schedule 19 and is in addition to Real Power Losses associated with transmission service over the PSCo Transmission System.

Proposed Effective Date: 5/1/2018
Approved Effective Date: 5/1/2018

47 Change in Status of Rush Creek Gen-Tie Line

If the Rush Creek Gen-Tie is physically altered from a radial generator outlet line to a PSCo network Transmission System facility, and is thus no longer an Interconnecting Customer's Interconnection Facility, PSCo will seek permission from the Commission to reclassify the Gen-Tie from Transmission Serving Generation to a Transmission System facility and to thereafter include the costs of the Rush Creek Gen-Tie facilities in the Annual Transmission Revenue Requirement (ATRR) under Attachment O-PSCo to this Tariff. If PSCo is allowed to include the costs of the Rush Creek Gen-Tie in Attachment O-PSCo, as of the effective date of such change authorized by the Commission, then 1) the point of interconnection under Interconnection Customer's Interconnection Agreement will be transferred, with no further study required, from the Missile Site Substation to the point where the Interconnection Customer's generator facility interconnects to the Rush Creek Gen-Tie; and 2) the Rush Creek Use Charge may be modified or will no longer apply. In no event shall PSCo be required to refund Rush Creek Usage Charges collected from a Third Party Interconnection Customer for the period prior to the effective date of such change in classification.

Proposed Effective Date: 4/16/2016

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SCHEDULE 1

Scheduling, System Control and Dispatch Service

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located.

(a) In the case of service under Part II or III of this Tariff, Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Control Area operator. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

(b) In the case of service provided under Part IV of this Tariff, Scheduling, System Control and Dispatch Service is to be provided directly by the Balancing Authority Operator to the Ancillary Services Customer. The Ancillary Services Customer must purchase this service from the Balancing Authority Operator for all load pursuant to this Schedule 1 except load for which the Balancing Authority Operator currently bills such service under Part II or Part III of this Joint OATT or any pre-existing transmission service or other wholesale agreement.

Service by Multiple Operating Companies:

When a Transmission Customer requires transmission service for a specific transaction over any two, or all three of the NSP Transmission System, the PSCo System, or the SPS Transmission System, the applicable rate for Scheduling, System Control and Dispatch Service shall be the rate of the Transmission Provider which provides delivery to the load or out of the Xcel System. However, the Transmission Customer shall be responsible for arranging and paying for the use of any intervening third party transmission system.

Service by Northern States Power Companies:

The charges for Scheduling, System Control and Dispatch Service are to be based on the rates set forth below.

1)	Monthly Point-To-Point Delivery:	$0.068/kW-month of Reserved Capacity
2)	Weekly Point-To-Point Delivery:	$0.016/kW-week of Reserved Capacity
3)	Daily Point-To-Point Delivery:	$0.0022/kW-day of Reserved Capacity
4)	Hourly Point-To-Point Delivery:	$0.093/MWh of Reserved Capacity
5)	Network Integration Delivery:	$0.068/kW-month of Network Load

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts

of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

Service by Public Service Company of Colorado:

The charges for Scheduling, System Control and Dispatch Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

6) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 27 of the PSCo formula rate/kW-month of Reserved Capacity
7) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 28 of the PSCo formula rate /kW-week of Reserved Capacity
8) Daily Point-To-Point Delivery: the amount identified on Table 2, line 29 of the PSCo formula rate /kW-day of Reserved Capacity
9) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 30 of the PSCo formula rate /MWh of Reserved Capacity
10) Network Integration Delivery: the amount identified on Table 2, line 31 of the PSCo formula rate /kW-month of Network Load
11) Ancillary Services Delivery: the amount identified on Table 2, line 32 of the PSCo formula rate /kw-month of Ancillary Service Load

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (8) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (7) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week. The total demand charge for Ancillary Services Delivery shall be determined based on the electrical demand recorded at the Ancillary Service Customer's meter(s) at which such services are provided under Part IV of the Joint OATT, coincident with the PSCo peak hour in that month.

Service by Southwestern Public Service Company:

The charges for Scheduling, System Control and Dispatch Service are to be up to the rates set forth below. Beginning July 6, 2008 through December 31, 2008, the following rates for the SPS Transmission System will be in effect:

12) Monthly Point-To-Point Delivery: $0.039/kW-month of Reserved Capacity
13) Weekly Point-To-Point Delivery: $0.009/kW-week of Reserved Capacity
14) Daily Point-To-Point Delivery: $0.001/kW-day of Reserved Capacity
15) Hourly Point-To-Point Delivery: $0.054/MWh of Reserved Capacity
16) Network Integration Delivery: $0.039/kW-month of Network Load

Beginning January 1, 2009, the following rates for the SPS Transmission System will be in effect:

17) Monthly Point-To-Point Delivery: the amount identified on page 12 line 11 of the SPS formula rate/kW-month of Reserved Capacity

18) Weekly Point-To-Point Delivery: the amount identified on page 12 line 12 of the SPS formula rate/kW-week of Reserved Capacity
19) Daily Point-To-Point Delivery: the amount identified on page 12 line 13 of the SPS formula rate/kW-day of Reserved Capacity
20) Hourly Point-To-Point Delivery: the amount identified on page 12 line 14 of the SPS formula rate/MWh of Reserved Capacity
21) Network Integration Delivery: the amount identified on page 12 line 11 of the SPS formula rate/kW-month of Network Load

The charges shall be subject to change in accordance with the associated implementation procedures set forth in Appendix 1 of Attachment O – SPS of this tariff.

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the Daily Point-To-Point Delivery rate specified above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the Weekly Point-To-Point Delivery rate specified above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

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SCHEDULE 2

Reactive Supply and Voltage Control from Generation Or Other Sources Service

In order to maintain transmission voltages on the Transmission Provider's transmission facilities and within the Transmission Provider's Control Area within acceptable limits, generation facilities and non-generation resources capable of providing this service that are under the control of the control area operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation or Other Sources Service must be provided for each transaction on the Transmission Provider's transmission facilities and Ancillary Service Customers within the Transmission Provider's Control Area. The amount of Reactive Supply and Voltage Control from Generation or Other Sources Service that must be supplied with respect to the Transmission Customer's transactions or the Ancillary Service Customer's transactions will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by the Transmission Provider and Balancing Authority Operator.

(a) In the case of service under Parts II or III of this Tariff, Reactive Supply and Voltage Control from Generation or Other Sources Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Control Area operator) or indirectly by the Transmission Provider making arrangements with the Control Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Provider must provide and the Transmission Customer must purchase this service from the Transmission Provider. Although the Transmission Customer is required to take this ancillary service from the Transmission Provider, the Transmission Customer may reduce the charge for this service to the extent the Transmission Customer can reduce its requirement for reactive supply. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Control Area operator.

(b) In the case of service under Part IV of this Tariff, Reactive Supply and Voltage Control from Generation or Other Sources Service is to be provided directly by the Balancing Authority Operator (BA Operator) to the Ancillary Service Customer (ASC). The BA Operator must provide and the ACS must purchase this service. Although the ASC is required to take this service from the BA Operator, the ASC may reduce the charge for this service to the extent the ASC can reduce its requirement for reactive supply.

Service by Northern States Power Companies:

The charges for Reactive Supply and Voltage Control from Generation or Other Sources Service are to be based on the rates set forth below.

1) Monthly Point-To-Point Delivery: $0.093/kW-month of Reserved Capacity

2) Weekly Point-To-Point Delivery: $0.0121/kW-week of Reserved Capacity
3) Daily Point-To-Point Delivery:
On-Peak: $0.004/kW-day of Reserved Capacity
Off-Peak: $0.003/kW-day of Reserved Capacity
4) Hourly Point-To-Point Delivery:
On-Peak: $0.226/MWh of Reserved Capacity
Off-Peak: $0.127/MWh of Reserved Capacity
5) Network Integration Delivery: $0.093/kW-month of Network Load

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

Service by Public Service Company of Colorado:

The charges for Reactive Supply and Voltage Control from Generation or Other Sources Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

6) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 35 of the PSCo formula rate /kW-month of Reserved Capacity
7) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 36 of the PSCo formula rate /kW-week of Reserved Capacity
8) Daily Point-To-Point Delivery: the amount identified on Table 2, line 37 of the PSCo formula rate /kW-day of Reserved Capacity
9) Daily Point-To-Point Delivery off peak: the amount identified on Table 2, line 38 of the PSCo formula rate /kW-day of Reserved Capacity
10) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 39 of the PSCo formula rate /MWh of Reserved Capacity
11) Hourly Point-To-Point Delivery off peak: the amount identified on Table 2, line 40 of the PSCo formula rate /kW-day of Reserved Capacity
12) Network Integration Delivery: the amount identified on Table 2, line 41 of the PSCo formula rate /kW-month of Network Load
13) Ancillary Service Delivery: the amount identified on Table 2, line 42 of the PSCo formula rate /kW-month of Ancillary Service Load

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (8) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (7) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

Service by Southwestern Public Service Company:

The charges for Reactive Supply and Voltage Control from Generation or Other Sources Service are to be up to the rates set forth below.

12)	Monthly Point-To-Point Delivery:	$0.101/kW-month of Reserved Capacity
13)	Weekly Point-To-Point Delivery:	$0.023/kW-week of Reserved Capacity
14)	Daily Point-To-Point Delivery:	
	On-Peak:	$0.004/kW-day of Reserved Capacity
	Off-Peak:	$0.003/kW-day of Reserved Capacity
15)	Hourly Point-To-Point Delivery:	
	On-Peak:	$0.243/MWh of Reserved Capacity
	Off-Peak:	$0.139/MWh of Reserved Capacity
16)	Network Integration Delivery:	$0.101/kW-month of Network Load

On-Peak is all hours between HE 0700 and HE 2200, inclusive, Central Time Zone, excluding Sundays and holidays. Holidays shall be as defined by NERC, currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Off-Peak is all hours not designated as On-Peak.

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (14) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (13) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

Service by Multiple Operating Companies:

When a Transmission Customer requires transmission service for a specific transaction over any two or all three of the NSP Transmission System, the PSCo System, or the SPS Transmission System, the applicable rate for Reactive Supply and Voltage Control from Generation or Other Sources Service shall be the rate of the Transmission Provider which provides delivery to the load or out of the Xcel System. However, the Transmission Customer shall be responsible for arranging and paying for the use of any intervening third party transmission system.

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SCHEDULE 3

Regulation and Frequency Response Service

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) and by other non-generation resources capable of providing this service as necessary to follow the moment-by-moment changes in load.

(a) In the case of service under Parts II or III of this Tariff, the obligation to maintain this balance between resources and load lies with the Transmission Provider (or the Balancing Authority Area operator that performs this function for the Transmission Provider). The Transmission Provider must offer this service when the transmission service is used to serve load within its Balancing Authority Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. The Transmission Provider will take into account the speed and accuracy of regulation resources in its determination of Regulation and Frequency Response reserve requirements, including as it reviews whether a self-supplying Transmission Customer has made alternative comparable arrangements. Upon request by the self-supplying Transmission Customer, the Transmission Provider will share with the Transmission Customer its reasoning and any related data used to make the determination of whether the Transmission Customer has made alternative comparable arrangements. The amount of and charges for Regulation and Frequency Response Service are set forth below.

(b) In the case of service under Part IV of this Tariff, the obligation to maintain the balance between resources and loads lies with the Balancing Authority Operator (BA Operator). The BA Operator must offer this service for Ancillary Service Customers (ASCs) within the Balancing Authority Area. The ASC must either purchase this service from the BA Operator or make alternative comparable arrangements to satisfy the ASC's Regulation and Frequency Response Service obligation.

(c) Dynamic Scheduling is a means to satisfy the regulation and frequency response function through an alternate comparable arrangement. The Transmission Customer or Ancillary Service Customer will be allowed to use dynamic scheduling when it is feasible and reliable. Dynamic scheduling involves the arrangement for moving generation or load served within one Balancing Authority Area, such that the generation or load is recognized in the real-time control and dispatch of another Balancing Authority Area. Under dynamic scheduling, the operator of a host Balancing Authority Area agrees to

assign certain customer generation or load to an attaining Balancing Authority Area, and send the associated control signals to balance variability of the assigned generation and load along with its other balancing obligations. Dynamic scheduling is implemented through the use of specific telemetry and control equipment. If the Transmission Provider or BA Operator supplies dynamic scheduling service to the Transmission Customer or Ancillary Service Customer, such charges will be developed at such time as service is requested.

Service by Public Service Company of Colorado:

The Network Integration Service Customer, Ancillary Service Customer, or customer using Point-to-Point Transmission Service from PSCo to serve load in the PSCo Balancing Authority Area shall pay a Regulation and Frequency Response Service charge under this tariff based on the sum of the charges applicable to the customer's Load, Non-Variable Energy Resources, and Variable Energy Resources, as determined below. Transmission Customers taking Point-to-Point Transmission Service for delivery to a Point of Delivery external to the PSCo Balancing Authority Area shall pay a Regulation and Frequency Response Service Charge under Schedule 3A. The Transmission Provider may not charge a Transmission Customer for service under both Schedule 3 and Schedule 3A for the same transaction.

(a) Load

The charges for Regulation and Frequency Response Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

1) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 46 load column of the PSCo formula rate /kW-month **of reserved capacity**
2) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 47 load column of the PSCo formula rate /kW-week **of reserved capacity**
3) Daily Point-To-Point Delivery: the amount identified on Table 2, line 48 load column of the PSCo formula rate /**MW**-day **of reserved capacity**
4) Daily Point-To-Point Delivery off peak: the amount identified on Table 2, line 49 load column of the PSCo formula rate /**MW**-day **of reserved capacity**
5) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 50 load column of the PSCo formula rate /MWh **of reserved capacity**
6) Hourly Point-To-Point Delivery off peak: the amount identified on Table 2, line 51 load column of the PSCo formula rate /MWh **of reserved capacity**
7) Network Integration Delivery: the amount identified on Table 2, line 52 load column of the PSCo formula rate /kW-month **of Network Load**
8) Ancillary Services Delivery the amount identified on Table 2, line 53 load column of the PSCo formula rate /kW-month **of Ancillary Service Load**

b) Non-Variable Energy Resources, billed based on the nameplate capacity of Non-Variable Energy Resources located within the PSCo Balancing Area serving the customer's load as of January 1 of the applicable year.

The charges for Regulation and Frequency Response Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

1) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 46 Non-VER column of the PSCo formula rate /kW-month
2) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 47 Non-VER column of the PSCo formula rate /kW-week
3) Daily Point-To-Point Delivery: the amount identified on Table 2, line 48 Non-VER column of the PSCo formula rate /**MW**-day
4) Daily Point-To-Point Delivery off peak: the amount identified on Table 2, line 49 Non-VER column of the PSCo formula rate /**MW**-day
5) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 50 Non-VER column of the PSCo formula rate /MWh
6) Hourly Point-To-Point Delivery off peak: the amount identified on Table 2, line 51 Non-VER column of the PSCo formula rate /MWh
7) Network Integration Delivery: the amount identified on Table 2, line 52 Non-VER column of the PSCo formula rate /kW-month
8) Ancillary Services Delivery the amount identified on Table 2, line 53 Non-VER column of the PSCo formula rate /kW-month

(c) Variable Energy Resources, billed based on the nameplate capacity of Variable Energy Resources located within the PSCo Balancing Area serving the customer's load as of January 1 of the applicable year.

The charges for Regulation and Frequency Response Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

1) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 46 VER column of the PSCo formula rate /kW-month
2) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 47 VER column of the PSCo formula rate /kW-week
3) Daily Point-To-Point Delivery: the amount identified on Table 2, line 48 VER column of the PSCo formula rate /kW-day
4) Daily Point-To-Point Delivery off peak: the amount identified on Table 2, line 49 VER column of the PSCo formula rate /kW-day
5) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 50 VER column of the PSCo formula rate /MWh
6) Hourly Point-To-Point Delivery off peak: the amount identified on Table 2, line 51 VER column of the PSCo formula rate /MWh
7) Network Integration Delivery: the amount identified on Table 2, line 52 VER column of the PSCo formula rate /kW-month
8) Ancillary Services Delivery the amount identified on Table 2, line 53 VER column of the PSCo formula rate /kW-month

The nameplate capacity of Non-Variable and Variable Energy Resources used for billing purposes for the calendar year shall be the nameplate capacity of Non-Variable and Variable Energy Resources serving the customer's load as of January 1 of that calendar year: nameplate capacity figures shall only be updated for billing purposes on January 1

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of the applicable year; nameplate capacity figures shall only be updated for billing purposes on January 1 of the applicable year. To facilitate proper billing, the customer shall provide a written certification setting forth each of the customer's Non-Variable and Variable Energy Resources and the nameplate capacity of each listed resource. This written certification shall be provided on or before December 1 of each year for the following calendar year.

d) An Ancillary Service Customer whose load is served by no more than 10 MW nameplate capacity of Variable Energy Resources, all of which is interconnected to the distribution system behind the meter, shall not pay the charge set forth in (c) above but shall instead pay an administrative charge equal to $0.078/kW-month.

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SCHEDULE 3A
Regulation and Frequency Response Service for
Point-To-Point Transmission Service
For exports from Public Service Company of Colorado

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) and by other non-generation resources capable of providing this service as necessary to follow the moment-by-moment changes in load and moment-to-moment changes for a generator located within the PSCo Balancing Authority Area that is delivering to a load outside the PSCo Balancing Authority Area.

The Transmission Provider must offer this service to Transmission Customers taking Point-to-Point Transmission Service. Notwithstanding the foregoing, the Transmission Provider may not charge a Transmission Customer for service under both Schedule 3 and Schedule 3A for the same transaction.

The Transmission Customer taking such Point-To-Point Transmission Service must either purchase Regulation and Frequency Response Service from the Transmission Provider or make alternative comparable arrangements, as may be further described in applicable PSCo business practices. Alternative comparable arrangements for a Transmission Customer may include self-supply of this service from generation or non-generation resources. The Transmission Provider will take into account the speed and accuracy of regulation resources in its determination of Regulation and Frequency Response reserve requirements, including as it reviews whether a self-supplying Transmission Customer has made alternative comparable arrangements. Upon request by the self-supplying Transmission Customer, the Transmission Provider will share with the Transmission Customer its reasoning and any related data used to make the determination of whether the Transmission Customer has made alternative comparable arrangements.

The amount of and charges for Regulation and Frequency Response Service are set forth below. Charges for Regulation and Frequency Response Service apply to Long-Term Firm Point-to-Point Transmission Service, Short-Term Firm Point-to-Point Transmission Service, and Non-Firm Point-to-Point Transmission Service. The rates below are applied to the amount of the Transmission Customer's Reserved Capacity for Long-Term Firm Point-to-Point Transmission Service, or the Transmission Customer's hourly schedules for Short-Term Firm or Non-Firm Point-to-Point Transmission Service, grossed up for losses as determined under Schedule 14.

(a) Non-Variable Energy Resources billed based on the reserved capacity for Non-Variable Energy Resources located within the PSCo Balancing Area being exported out of the PSCo BA.

The charges for Regulation and Frequency Response Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

1) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 46 Non-VER column of the PSCo formula rate /kW-month of reserved capacity
2) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 47 Non-VER column of the PSCo formula rate /kW-week of reserved capacity
3) Daily Point-To-Point Delivery: the amount identified on Table 2, line 48 Non-VER column of the PSCo formula rate / MW-day of reserved capacity
4) Daily Point-To-Point Delivery off peak: the amount identified on Table 2, line 49 Non-VER column of the PSCo formula rate /MW-day of reserved capacity
5) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 50 Non-VER column of the PSCo formula rate /MWh of reserved capacity
6) Hourly Point-To-Point Delivery off peak: the amount identified on Table 2, line 51 Non-VER column of the PSCo formula rate /MWh of reserved capacity
month

(b) Variable Energy Resources billed based on the reserved capacity of Variable Energy Resources located within the PSCo Balancing Area being exported out of the PSCo BA.

The charges for Regulation and Frequency Response Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

1) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 46 VER column of the PSCo formula rate /kW-month of reserved capacity
2) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 47 VER column of the PSCo formula rate /kW-week of reserved capacity
3) Daily Point-To-Point Delivery: the amount identified on Table 2, line 48 VER column of the PSCo formula rate / -MW day of reserved capacity
4) Daily Point-To-Point Delivery off peak: the amount identified on Table 2, line 49 VER column of the PSCo formula rate MW-day of reserved capacity
5) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 50 VER column of the PSCo formula rate /MWh of reserved capacity
6) Hourly Point-To-Point Delivery off peak: the amount identified on Table 2, line 51 VER column of the PSCo formula rate /MWh of reserved capacity

The nameplate capacity of Non-Variable and Variable Energy Resources used for billing purposes for the calendar year shall be the nameplate capacity of Non-Variable and Variable Energy Resources serving the customer's load as of January 1 of the calendar year: nameplate capacity figures shall only be updated for billing purposes on January 1 of the applicable year. To facilitate proper billing, the customer shall provide written certification setting forth each of the customer's Non-Variable and Variable Energy Resources and the nameplate capacity of each listed resource. This written certification shall be provided on or before December 1 of each year for the following calendar year.

For a Transmission Customer using Point-to-Point Transmission Service to deliver both Variable Energy Resource and Non-Variable Energy Resource generation, the regulation rate shall be

allocated proportionally between the capacity of the Variable Energy Resource generation and the Non-Variable Energy Resource generation.

The total charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the Daily Rate pursuant to this Schedule 3A times the highest amount in megawatts of Reserved Capacity in any hour during such day. In addition, the total charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the Weekly Rate pursuant to this Schedule 3A times the highest amount in megawatts of Reserved Capacity in any hour during such week.

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SCHEDULE 4

Energy Imbalance Service

Availability: Available on the PSCo system. Schedule 4 Service on the NSP and SPS systems shall be available from the Midcontinent ISO and SPP, respectively.

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour.

(a) In the case of service under Parts II or III of this Tariff, the Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Energy Imbalance Service obligation. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator. The Transmission Provider may charge a Transmission Customer a penalty for either hourly energy imbalances under this Schedule or a penalty for hourly generator imbalances under Schedule 9 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

(b) In the case of service under Part IV of this Tariff, the Balancing Authority Operator must offer this service to the Ancillary Service Customer (ASC). The ASC must either purchase this service from the Balancing Authority Operator or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy the ASC's Energy Imbalance Service obligation. The Balancing Authority Operator may charge an Ancillary Service Customer a penalty for either hourly energy imbalances under this Schedule or a penalty for hourly generator imbalances under Schedule 9 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

(c) PSCo is both the Transmission Provider and Balancing Authority (Control Area) Operator for purposes of this Schedule 4.

The Imbalance Charge is calculated for each tariff service purchased by the Transmission Customer or ASC each hour as follows, where an imbalance charge greater than zero represents amounts due to the Transmission Provider from the Transmission Customer or ASC, and an imbalance charge less than zero represents amounts due to the Transmission Customer or ASC from the Transmission Provider, with the resulting hourly charges netted on a monthly basis and settled financially:

Imbalance Charge = Energy Charge + Penalty Charge

Energy Charge = Qty x Rate

Penalty Charge = │Rate│ x (10% x T2Qty + 25% x T3Qty)

Where:

Qty = Imbalance quantity, calculated as Actual Deliveries (the sum of the Transmission Customer's or ASC's measured load, grossed up for real power losses, rounded to the nearest MWh) minus Scheduled Energy (the sum of the Transmission Customer's or ASC's scheduled deliveries to its load, including schedules for real power losses if the Transmission Customer or ASC provides real power losses in kind or an allowance for real power losses if the Transmission Customer or ASC has elected to financially settle real power losses with the Transmission Provider, rounded to the nearest MWh).

T1Qty = Imbalance quantity for the first penalty tier (zero percent), calculated as the portion of the absolute value of Qty that is less than or equal to 2 MW or 1.5% of Scheduled Energy, whichever is greater.

T2Qty = Imbalance quantity for the second penalty tier (10 percent), calculated as the portion of the absolute value of Qty that is greater than T1Qty and less than T3Qty.

T3Qty = Imbalance quantity for the third penalty tier (25 percent), calculated as the portion of the absolute value of Qty that is greater than 10 MW or 7.5% of Scheduled Energy, whichever is greater.

Rate = Energy rate. For purchases of energy from the Transmission Provider (Scheduled Energy < Actual Deliveries), incremental cost applies; for sales of energy to the Transmission Provider (Scheduled Energy > Actual Deliveries), decremental cost applies. Incremental cost and decremental cost are defined below.

│Rate│ = Absolute value of Rate

Components of Incremental/Decremental Cost

For purposes of this Schedule, incremental and decremental cost shall equal Transmission Provider's actual average hourly cost of the last 10 MW dispatched for any purpose; e.g., to supply the Transmission Provider's Native Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable. The components of such cost include:

Fuel Costs

Incremental fuel costs are calculated using the following criteria. For natural gas generation units, the incremental costs are the estimated daily spot gas commodity price plus the transportation costs to move the commodity to the plants. The inputs for coal fired units are

defined as monthly spot coal prices for units that have the ability to take delivery of spot coal, and contract coal prices for plants that have full requirements coal contracts. Oil prices shall be updated when used.

Heat Rate Coefficients

Heat rate coefficients used in determining incremental cost will be consistent with coefficients used in the PSCo Energy Management System (EMS) to dispatch PSCo's actual generating system and consistent with coefficients used in the production and unit commit/economic dispatch models. These heat rate coefficients are updated as necessary to reflect changes in the operating parameters of plant equipment.

Start up Costs

If a generating unit is started to support short term off-system sales, all the start up costs associated with that unit will be assigned to incremental cost for the first hour of the unit's operation.

Unit Minimums and Contract Minimums

All of PSCo's generating units have minimum levels of operation, and all of the purchased power agreements have minimum scheduling requirements. If a generation resource is started specifically to make an off-system sale or to meet reserve requirements because of such a sale, then the cost of the entire operating range of the resource will be included in incremental cost. If a generation resource is started for Native Load, then only the output above the minimum level is included in incremental cost.

Unit Minimum Run Times

Certain PSCo generating units have minimum run time requirements in place to support reliable unit operation. Such generating units will not be started for off-system sales unless the scheduled and/or contracted duration of the sale is equal to or greater than the minimum run time requirement. Should such off-system sale be curtailed prior to the completion of the generating unit's minimum run time, any uneconomic costs associated with the remaining unit run time will be assigned to incremental cost. Uneconomic costs are defined as the difference in cost between the cost of energy produced by the unit started for the sale and the cost of the energy displaced by the output of such unit, plus any other additional expenses created by the generating unit started for the sale.

Dispatchable Resources

All dispatchable resources are available for cost assignment to off-system sales. Dispatchable resources are defined as those generating units or long term purchases whose output can be raised or lowered intra-day to respond to changes in loads. If a dispatchable resource is started to provide energy for Native Load, only the cost of output above the resource's operational or contractual minimum load is available to be assigned to incremental cost.

Variable O&M and Tolling Costs

Variable operation and maintenance (O&M) and tolling costs are assigned to each of the generating units, and when applicable under contract, such costs will be assigned to purchased power resources. These costs will be included in incremental cost.

Intraday Purchases (Not Prescheduled)

All hourly power purchases may be assigned to incremental cost. If an hourly purchase, including all transmission costs, is higher than the incremental cost of a PSCo dispatchable resource, the cost of such purchase will be allocated to incremental cost. If an hourly purchase, including all transmission costs, is lower than the incremental cost of a PSCo dispatchable resource, the cost of the higher priced dispatchable resource will be assigned to incremental cost.

Pumped Storage Costs

The cost of pumped storage energy will be deemed to be the hourly cost of the highest dispatchable resource cost available during the hours of the previous pumping cycle after the highest dispatchable resource cost has been assigned to short term off-system sales for such hours. The hour-by-hour energy for pumping and cost assignment will be documented.

Methodology for Calculating Incremental and Decremental Cost

PSCo uses a computer program (Cost Calculator) to assign costs to serve non-native short term wholesale off-system sales. The program determines the cost to serve short-term off-system sales, including fuel associated with generation and applicable economic purchase transaction costs. The general principle is to assign the most expensive resources to short-term off-system sales first, allowing the less expensive resources to be assigned to PSCo's native load. For each hour, the program stacks the resources that supplied energy during the hour based on their costs in one MW increments. After all costs have been assigned and stacked, the simple average will be calculated for the last 10 MWs to determine PSCo's actual average hourly cost of the last 10 MW dispatched for any purpose.

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SCHEDULE 4A

RESERVE SHARING ENERGY CHARGES

I. General

Under Attachment AE, Section 4.2 of the Southwest Power Pool's ("SPP") Open Access Transmission Tariff, operating reserves may be both activated and provided by SPP. This Schedule sets forth:

(1) The rates that Southwestern Pubic Service Company ("SPS") will charge when supplying Reserve Sharing Energy during any Reserve Sharing Activation within the Reserve Sharing Group ("RSG"), regardless of whether the activation is caused by a Resource located within SPS' control area or by a Resource located outside of SPS' control area. These rates also apply without regard to whether the activation is caused by a Resource registered to a member of the RSG or a Resource that is registered to an SPP Market Participant that is not a member of the RSG; and

(2) The charges to be collected by SPP and remitted to SPS, pursuant to Attachment AK of the SPP OATT, from any non-RSG member located within the control area of SPS to which a Resource is registered by SPP when an outage or derate of such Resource causes activation of the Reserve Sharing System by SPS.

II. Definitions

The terms Locational Imbalance Price ("LIP"), Settlement Location, Market Participant, and Resource as used herein are defined in the SPP OATT.

III. Rates

When providing energy assistance supplied during Reserve Sharing Activation, SPS shall be compensated in accordance with the following:

1.0 Payment will be financial, and accounting for Reserve Sharing Energy will be in whole megawatt-hours.

2.0 For energy provided during a Reserve Sharing Activation, the charges shall be the higher of:

(i) the hourly LIP at the Settlement Location used to provide such service, per megawatt-hour; or

(ii) one (1)-mill/kWh plus the incremental cost to provide such service to the extent such service is provided with purchased power, or 110% of the incremental cost of the resource(s) used to provide such service to the extent such service is provided solely with SPS-owned resources.

3.0 As used in this Schedule 4A, the term “incremental cost” shall mean any cost that would not have been incurred if the Reserve Sharing Energy had not been supplied, including the cost of fuel, operation and maintenance costs, energy provided for electric losses, purchased power, start-up and shut-down costs, charges assessed to SPS under Schedule 4 of the SPP OATT in conjunction with Reserve Sharing Energy supplied under this Schedule 4A, and any other cost that would not have been otherwise incurred if the Reserve Sharing Energy had not been supplied. The term “incremental costs” does not include the cost of Transmission Service or SPS’s capacity.

4.0 In addition to the charges outlined above, the buyer shall pay transmission charges associated with the delivery of Reserve Sharing Energy pursuant to the provisions of Schedule AK of the SPP OATT.

5.0 The Point of Delivery for Reserve Sharing Energy shall be the resource used to supply such Reserve Sharing Energy.

IV. Charges to Non-RSG Market Participants

When SPS’s activation of the Reserve Sharing System is attributable to a Resource located within SPS that is registered to an SPP Market Participant that is not an RSG member, SPP shall collect from that Market Participant and remit to SPS the following:

1.0 Charges assessed by SPS pursuant to this Schedule 4A for Reserve Sharing Energy provided by SPS.

2.0 The total amount invoiced to SPS by other RSG members that provided Reserve Sharing Energy in response to SPS’s activation of the Reserve Sharing System pursuant to the approved Schedule 4A for Reserve Sharing Energy for such RSG members.

3.0 SPS shall provide to SPP a summary invoice that specifies the amount charged for Reserve Sharing Energy provided by SPS, if any, as well as the amount charged to SPS by other RSG members providing Reserve Sharing Energy pursuant to the approved Schedule 4A for such other RSG members. SPS shall attach to this summary invoice copies of individual invoices submitted by RSG members providing Reserve Sharing Energy and SPS’ own invoice for energy supplied by SPS under this Schedule 4A.

SCHEDULE 4B

RESERVE SHARING ENERGY CHARGES

I. General

Under Part IV of the Public Service Company of Colorado ("PSCo") Open Access Transmission Tariff (OATT), operating reserves may be both activated and provided by PSCo to customers taking this service. Reserve sharing energy provided is in response to Northwest Power Pool ("NWPP") or successor organization contingency reserve activation on behalf of the customer. This Schedule sets forth:

(1) The rates that PSCo will charge when supplying Reserve Sharing Energy to PSCo OATT Part IV customers during any Reserve Sharing Activation within the NWPP, regardless of whether the activation is caused by a Resource located within PSCo's control area or by a Resource located outside of PSCo's control area. These rates also apply without regard to whether the activation is caused by a Resource registered to a member of the NWPP or a Resource that is located within PSCo's control area that is not a member of the NWPP; and

(2) The charges to be collected by PSCo, pursuant to Schedule 4 of the PSCo OATT, from any non-NWPP member located within the control area of PSCo to which a Resource is registered by PSCo when an outage or derate of such Resource causes activation of the Reserve Sharing System by PSCo.

In the event that a customer under a NWPP subentity agreement is also a PSCo Part IV customer, the customer's subentity agreement will govern the Reserve Sharing Energy service provided to that customer.

II. Rates

When PSCo provides energy assistance supplied during Reserve Sharing Activation for resources owned by customers taking service under Part IV of the PSCo Open Access Transmission Tariff, PSCo shall be compensated in accordance with the following:

1.0 Payment will be financial, and accounting for Reserve Sharing Energy will be in whole megawatt-hours.

2.0 For energy provided during a Reserve Sharing Activation, the charges shall be the sum of:

(i) the rate for reserve sharing energy provided by other NWPP members for PSCo on behalf the customer will be equal to the cost of the purchase; plus

(ii) the rate for reserve sharing energy provided by PSCo for the Customer will be based on the incremental costs PSCo has incurred for supplying reserve sharing energy. Charges will be the greater of $30/MWh or PSCo's actual cost (derived

by Cost Calculator) plus 10 %, provided that the 10% adder may not exceed ten dollars per megawatt-hour ($10/MWh).

3.0 As used in this Schedule 4B, the term “incremental costs” shall mean any cost that would not have been incurred if the Reserve Sharing Energy had not been supplied, including the cost of fuel, operation and maintenance costs, energy provided for electric losses, purchased power, start-up and shut-down costs, and any other cost that would not have been otherwise incurred if the Reserve Sharing Energy had not been supplied. The term “incremental costs” does not include the cost of Transmission Service or PSCo’s capacity.

4.0 The Point of Delivery for Reserve Sharing Energy shall be the resource used to supply such Reserve Sharing Energy.

5.0 PSCo shall provide a summary invoice that specifies the amount charged for Reserve Sharing Energy provided by PSCo, if any, as well as the amount charged to PSCo by other NWPP members providing Reserve Sharing Energy pursuant to the NWPP Reserve Sharing Program. To this summary, PSCo shall attach copies of individual invoices submitted by NWPP members providing Reserve Sharing Energy.

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SCHEDULE 5

Operating Reserve - Spinning Reserve Service

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output and by non-generation resources capable of providing this service.

(a) In the case of service under Parts II or III of this Tariff, the Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

(b) In the case of service under Part IV of this Tariff, the Balancing Authority Operator must offer this service to the Ancillary Service Customer. The Ancillary Service Customer must either purchase this service from the Balancing Authority Operator or make alternative comparable arrangements to satisfy the Ancillary Service Customer's Spinning Reserve Service obligation.

Service by Public Service Company of Colorado:

The Transmission Customer or Ancillary Service Customer shall purchase Spinning Reserve Service in the following amounts:

1)	For Point-To-Point Transmission Service:	3.5% of Reserved Capacity
2)	For Network Integration Transmission Service:	3.5% of Network Load
3)	For Balancing Authority Area Ancillary Services	3.5% of Ancillary Services Load

The charges for Spinning Reserve Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

4) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 52 of the PSCo formula rate /kW-month
5) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 53 of the PSCo formula rate /kW-week
6) Daily Point-To-Point Delivery: the amount identified on Table 2, line 54 of the PSCo formula rate /kW-day
7) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 55 of the PSCo formula rate /MWh
8) Network Integration Delivery: the amount identified on Table 2, line 56 of the PSCo formula rate /kW-month

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9) Ancillary Services Delivery — the amount identified on Table 2, line 57 of the PSCo formula rate /kW-month

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (6) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (5) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

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SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load or other non-generation resources capable of providing this service.

(a) In the case of service under Parts II or III of this Tariff, the Transmission Provider must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area operator.

(b) In the case of service under Part IV of this Tariff, the Balancing Authority Operator must offer this service to the Ancillary Service Customer. The Ancillary Service Customer must either purchase this service from the Balancing Authority Operator or make alternative arrangements to satisfy the Ancillary Service Customer's Supplemental Reserve Service obligation.

Service by Public Service Company of Colorado:

The Transmission Customer or Ancillary Service Customer shall purchase Supplemental Reserve Service in the following amounts:

1)	For Point-To-Point Transmission Service:	3.5% of Reserved Capacity
2)	For Network Integration Transmission Service:	3.5% of Network Load
3)	For Balancing Authority Area Ancillary Services:	3.5% of Ancillary Services Load

The charges for Supplemental Reserve Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

4) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 60 of the PSCo formula rate /kW-month

5) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 61 of the PSCo formula rate /kW-week

6) Daily Point-To-Point Delivery: the amount identified on Table 2, line 62 of the PSCo formula rate /kW-day

7) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 63 of the PSCo formula rate /MWh

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8) Network Integration Delivery: the amount identified on Table 2, line 64 of the PSCo formula rate /kW-month

9) Ancillary Services Delivery: the amount identified on Table 2, line 65 of the PSCo formula rate /kW-month

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (6) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (5) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

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SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

The Transmission Customer shall compensate the Transmission Provider each month for Reserved Capacity at the sum of the applicable charges set forth below. Service in the opposite direction of the original schedule shall be considered a new and separate service under this Tariff requiring payment of a separate charge.

I. Reserved Capacity Charges

Service by Northern States Power Companies:

1)	Monthly delivery:	$1.371/kW-month of Reserved Capacity
2)	Weekly delivery:	$0.316/kW-week of Reserved Capacity
3)	Daily delivery:	
	On-Peak Days:	$0.0527/kW-day of Reserved Capacity
	Off-Peak Days:	$0.0452/kW-day of Reserved Capacity

Off-Peak Days are Sundays and holidays. Holidays shall be as defined by NERC, currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On-Peak Days are all days not designated as Off-Peak Days.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (5) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

4) MAPP Application and Administrative Fees: In the event the Transmission Provider is billed by MAPP for OASIS application and administrative fees or scheduling fees related to use of NSP's Transmission System under this Tariff by a non-member of the MAPP Regional Transmission Committee, NSP shall pass such charges through to the Transmission Customer(s) causing such fees to be incurred.

Service by Public Service Company of Colorado- See annual Formula Rate Template (Attachment O – PSCo) posted on the PSCo OASIS:

5) Monthly delivery: the rate /kW-month of Reserved Capacity identified on Table 2, line 14 of the PSCo formula rate template
6) Weekly delivery: the rate /kW-week of Reserved Capacity identified on Table 2, line 16 of the PSCo formula rate template
7) Daily delivery: the rate /kW-day of Reserved Capacity identified on Table 2, line 17 of the PSCo formula rate template

The charges shall be subject to change in accordance with the associated implementation procedures set forth in Attachment O – PSCo of this tariff.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (6) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

Service by Southwestern Public Service Company:

Beginning July 6, 2008 through December 31, 2008, the following rates for the SPS Transmission System shall be in effect:

8) Monthly delivery: $1.578/kW-month of Reserved Capacity
9) Weekly delivery: $0.364/kW-week of Reserved Capacity
10) Daily Delivery:
    On-Peak: $0.61/kW-day of Reserved Capacity
    Off-Peak: $0.52/kW-day of Reserved Capacity

Beginning January 1, 2009, the following rates for the SPS Transmission System shall be in effect:

11) Monthly delivery: the amount identified on page 1 line 11 of the SPS formula rate/kW-month of Reserved Capacity
12) Weekly delivery: the amount identified on page 1 line 12 of the SPS formula rate/kW-week of Reserved Capacity
13) Daily delivery:
    On-Peak: the amount identified on page 1 line 13 of the SPS formula rate/kW-day of Reserved Capacity
    Off-Peak: the amount identified on page 1 line 13 of the SPS formula rate/kW-day of Reserved Capacity

The charges shall be subject to change in accordance with the associated implementation procedures set forth in Appendix 1 of Attachment O – SPS of this tariff.

On-Peak is all hours between HE 0700 and HE 2200, inclusive, Central Time Zone, excluding Sundays and holidays. Holidays shall be as defined by NERC, currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Off-Peak is all hours not designated as On-Peak.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (10) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

Capacity designations at the Point(s) of Receipt will be inclusive of losses.

SPP Administrative Charge Recovery: An administrative charge shall be applied to all transmission service in the SPS zone under the Xcel Energy OATT to recover SPS's payment of the SPP Administrative Charges (Schedule 1-A to the SPP OATT) associated with such loads or services. For Point-To-Point Transmission Service, this charge shall be up to $0.20 per MW per hour for all capacity reserved. The charge per MW per hour shall be the same for Point-To-Point Transmission Service as for Network Integration Transmission Service. This will be a direct pass through of the SPP Administrative Charge assessed to SPS for grandfathered transmission service loads in the SPS zone.

Service by Multiple Operating Companies:

When a Transmission Customer requires transmission service for a specific transaction over any two or all three of the NSP Transmission System, the PSCo System, or the SPS Transmission System, the higher of the applicable rate for the Transmission Providers supplying the transmission service shall apply. However, the Transmission Customer shall be responsible for arranging and paying for the use of any intervening third party transmission system.

Point-To-Point Transmission Service Across the Lamar Tie Line:

Notwithstanding the foregoing, Transmission Customers taking Point-To-Point Transmission Service across the Lamar Tie Line to or from the PSCo transmission system and sourcing or sinking on the SPS transmission system shall take service under the SPP OATT for the portion of the transaction involving the SPS transmission system; and service under this Tariff for the portion of the transaction involving the PSCo transmission system, and shall pay to PSCo for such service a discounted rate of one-half the applicable PSCo rate under this Schedule 7.

Transmission Customers taking Point-To-Point Transmission Service across the Lamar Tie Line to or from the PSCo transmission system and sourcing or sinking in the SPS Zone shall also pay for such service a discounted rate of one-half the applicable SPP OATT rate stated under this Schedule 7.

Additional charges for service across the Lamar Tie may be imposed under the SPP OATT

Discounts:

Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated,

details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

Resales:

The rates and rules governing charges and discounts stated above shall not apply to resales of transmission service, compensation for which shall be governed by section 23.1 of the Tariff.

II. Opportunity Costs

Any Opportunity Costs charges costs will be set out in the Service Agreement between the Transmission Customer and the Transmission Provider which shall be filed with the Commission.

III. Direct Assignment Facilities Charges

Any Direct Assignment Facilities charges will be set out in the Service Agreement between the Transmission Customer and the Transmission Provider which shall be filed with the Commission.

IV. Local Distribution Facilities Charges

Any Local Distribution Facilities charges will be set out in the Service Agreement between the Transmission Customer and the Transmission Provider which shall be filed with the Commission.

V. FERC Annual Charge Fee (Applicable to PSCo and SPS Transmission Systems)

An administrative charge shall be applied to all transmission services in the PSCo zone to recover the cost of the Commission annual charge (Annual Charge) under Part 382 of the Commission's regulations. The Commission issues the invoice for the Annual Charge to PSCo based on their megawatt-hours (MWH) of transmission of electric energy in interstate commerce as reported in FERC Form 582. The charge factor or billing rate for PSCo is calculated by the FERC on its Annual Charge invoice and is identified on Table 2, line 22 of the PSCo formula rate data posted on the PSCo OASIS. Xcel Energy shall file the posted Annual Charge with the Commission, as part of its annual informational filing. The posted Annual Charge billing rate shall then be billed for all MWH of transmission service to the individual Transmission Customer during the formula rate year. This will be a direct pass through of the FERC Annual Charge.

SPP bills SPS each month under Schedule 12 of the SPP OATT for all load in the SPS zone not otherwise directly billed by SPP. The charges to a customer in the SPS zone will be a direct pass through of the charges to SPS under Schedule 12 of the SPP OATT related to the customer's load. The charge per MWH shall be the same for Point-To-Point Transmission Service as for Network Integration Transmission Service. This will be a direct pass through of the FERC Annual Charge.

No Transmission Customer shall request that the FERC Annual Charge billing rate be placed into effect subject to suspension or refund or that the Commission otherwise condition recovery of such FERC Annual Charge. However, each such Transmission Customer reserves its rights, if any, to challenge , or seek refunds concerning any such FERC Annual Charge to the extent such FERC Annual Charge does not reflect a simple and accurate pass-through of the FERC Annual Charge.

VI. Unreserved Use of Transmission Capacity (Applicable to PSCo Transmission System):

In the event that a Transmission Customer (including third party sales by the Transmission Provider) exceeds its Reserved Transmission Service Capacity at any Point of Receipt or Point of Delivery or uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved, the Transmission Customer shall pay, in addition to the otherwise applicable charges, a penalty charge for the unauthorized use based upon the duration of the period when the unreserved capacity was used equal to twice the applicable rate for Firm Point-to-Point Transmission Service as follows: (1) For unauthorized use within a single day, the penalty charge shall be based on the daily rate. (2) For unauthorized use in two or more days in a calendar week, the penalty charge shall be based on the weekly rate. (3) For multiple instances of unauthorized use in more than one calendar week in a calendar month, the penalty charge shall be based on the monthly rate. Penalty revenues shall be used to reduce the costs of transmission service to Transmission Customers other than the Transmission Customer who was assessed the penalty. For the amounts exceeding its Reserved Transmission Service Capacity or use of Transmission Service that it has not reserved, the Transmission Customer also must replace losses on the unreserved capacity as required by the Xcel Energy OATT in Section 28.5 and Section 37.4.

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SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

The Transmission Customer shall compensate the Transmission Provider for Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth below. Service in the opposite direction of the original schedule shall be considered a new and separate service under this Tariff requiring payment of a separate charge.

I. Reserved Capacity Charges

Service by Northern States Power Companies:

1)	Monthly delivery (all hours):	$1.153/kW-month of Reserved Capacity
	On-Peak Hours:	$0.647/kW-month of Reserved Capacity
	Off-Peak Hours:	$0.506/kW-month of Reserved Capacity
2)	Weekly delivery (all hours):	$0.2661/kW-week of Reserved Capacity
	On-Peak Hours:	$0.149/kW-week of Reserved Capacity
	Off-Peak Hours:	$0.117/kW-week of Reserved Capacity
3)	Daily delivery (all hours):	$0.0389/kW-day of Reserved Capacity
	On-Peak Hours:	$0.0253/kW-day of Reserved Capacity
	Off-Peak Hours:	$0.0127/kW-day of Reserved Capacity
4)	Hourly delivery:	$1.584/MWh of Reserved Capacity

On-Peak Hours are all hours between HE 0700 and HE 2200, inclusive, Central Time Zone, excluding Sundays and holidays. Holidays shall be as defined by NERC, currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Off-Peak Hours are all hours not designated as On-Peak Hours.

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (7) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (6) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

5) MAPP Application and Administrative Fees: In the event the Transmission Provider is billed by MAPP for OASIS application and administrative fees or scheduling fees related to use of NSP's Transmission System under this Tariff by a non-member of the MAPP Regional Transmission Committee, NSP shall pass such charges through to the Transmission Customer(s) causing such fees to be incurred.

Service by Public Service Company of Colorado - See annual Formula Rate Template (Attachment O – PSCo) posted on the PSCo OASIS:

6) Monthly delivery: the rate /kW-month of Reserved Capacity identified on Table 2, line 14 of the PSCo formula rate template
7) Weekly delivery: the rate /kW-week of Reserved Capacity identified on Table 2, line 16 of the PSCo formula rate template
8) Daily delivery: the rate /kW-day of Reserved Capacity identified on Table 2, line 17 of the PSCo formula rate template
9) Hourly delivery:
   - On-Peak Hours: the on-peak rate /MWh of Reserved Capacity identified on Table 2, line 18 of the PSCo formula rate template
   - Off-Peak Hours: the off-peak rate /MWh of Reserved Capacity identified on Table 2, line 19 of the PSCo formula rate template

The charges shall be subject to change in accordance with the associated implementation procedures set forth in Attachment O – PSCo of this tariff.

On-Peak Hours shall be all hours between HE 0700 and HE 2300, inclusive, Mountain Time Zone, excluding Sundays and holidays. Holidays shall be as defined by NERC, currently New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Off-Peak Hours shall be all hours not designated as On-Peak Hours.

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (8) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (7) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

Service by Southwestern Public Service Company:

Beginning July 6, 2008 through December 31, 2008, the following rates for the SPS Transmission System shall be in effect:

10)	Monthly delivery:	$1.578/kW-month of Reserved Capacity
11)	Weekly delivery:	$0.364/kW-week of Reserved Capacity
12)	Daily Delivery:	
	On-Peak:	$0.61/kW-day of Reserved Capacity
	Off-Peak:	$0.52/kW-day of Reserved Capacity
13)	Hourly delivery:	
	On Peak:	$3.813/MWh of Reserved Capacity
	Off-Peak:	$2.167/MWh of Reserved Capacity

Beginning January 1, 2009, the following rates for the SPS Transmission System shall be in effect:

14) Monthly delivery: the amount identified on page 1 line 11 of the SPS formula rate/kW-month of Reserved Capacity
15) Weekly delivery: the amount identified on page 1 line 12 of the SPS formula rate/kW-week of Reserved Capacity
16) Daily delivery:
    - On-Peak: the amount identified on page 1 line 13 of the SPS formula rate/kW-day of Reserved Capacity
    - Off-Peak: the amount identified on page 1 line 13 of the SPS formula rate/kW-day of Reserved Capacity
17) Hourly delivery:
    - On-Peak: the amount identified on page 1 line 14 of the SPS formula rate/MWh of Reserved Capacity
    - Off-Peak: the amount identified on page 1 line 14 of the SPS formula rate/MWh of Reserved Capacity

The charges shall be subject to change in accordance with the associated implementation procedures set forth in Appendix 1 of Attachment O – SPS of this tariff.

On-Peak is all hours between HE 0700 and HE 2200, inclusive, Central Time Zone, excluding Sundays and holidays. Holidays shall be as defined by NERC, currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Off-Peak is all hours not designated as On-Peak.

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (12) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (11) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

Capacity designations at the Point(s) of Receipt will be inclusive of losses.

SPP Administrative Charge recovery: An administrative charge shall be applied to all transmission service in the SPS zone under the Xcel Energy OATT to recover SPS's payment of the SPP Administrative Charges (Schedule 1-A to the SPP OATT) associated with such loads or services. For Point-To-Point Transmission Service, this charge shall be up to $0.20 per MW per hour for all capacity reserved. The charge per MW per hour shall be the same for Point-To-Point Transmission Service as for Network Integration Transmission Service. This will be a direct pass through of the SPP Administrative Charge assessed to SPS for grandfathered transmission service loads in the SPS zone.

Service by Multiple Operating Companies:

When a Transmission Customer requires transmission service for a specific transaction over any two or all three of the NSP Transmission System, the PSCo System, or the SPS Transmission System, the higher of the applicable rate for the Transmission Providers supplying the transmission service shall apply. However, the Transmission Customer shall be responsible for arranging and paying for the use of any intervening third party transmission system.

Point-To-Point Transmission Service Across the Lamar Tie Line:

Notwithstanding the foregoing, Transmission Customers taking Point-To-Point Transmission Service across the Lamar Tie Line to or from the PSCo transmission system and sourcing or sinking on the SPS transmission system shall take service under the SPP OATT for the portion of the transaction involving the SPS transmission system; and service under this Tariff for the portion of the transaction involving the PSCo transmission system, and shall pay to PSCo for such service a discounted rate of one-half the applicable PSCo rate under this Schedule 8.

Transmission Customers taking Point-To-Point Transmission Service across the Lamar Tie Line to or from the PSCo transmission system and sourcing or sinking in the SPS Zone shall also pay for such service a discounted rate of one-half the applicable SPP OATT rate stated under this Schedule 8.

Additional charges for service across the Lamar Tie may be imposed under the SPP OATT.

Discounts:

Three principal requirements apply to discounts for transmission service as follows (1) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time

period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

Resales:

The rates and rules governing charges and discounts stated above shall not apply to resales of transmission service, compensation for which shall be governed by section 23.1 of the Tariff.

II. Opportunity Costs

Any Opportunity Costs charges costs will be set out in the Service Agreement between the Transmission Customer and the Transmission Provider which shall be filed with the Commission.

III. Direct Assignment Facilities Charges

Any Direct Assignment Facilities charges will be set out in the Service Agreement between the Transmission Customer and the Transmission Provider which shall be filed with the Commission.

IV. Local Distribution Facilities Charges

Any Local Distribution Facilities charges will be set out in the Service Agreement between the Transmission Customer and the Transmission Provider which shall be filed with the Commission.

V. FERC Annual Charge Fee (Applicable to PSCo and SPS Transmission Systems)

An administrative charge shall be applied to all transmission services in the PSCo zone to recover the cost of the Commission annual charge (Annual Charge) under Part 382 of the Commission's regulations. The Commission issues the invoice for the Annual Charge to PSCo based on their megawatt-hours (MWH) of transmission of electric energy in interstate commerce as reported in FERC Form 582. The charge factor or billing rate for PSCo is calculated by the FERC on its Annual Charge invoice and is identified on Table 2, line 22 of the PSCo formula rate data posted on the PSCo OASIS. Xcel Energy shall file the posted Annual Charge with the Commission, as part of its annual information filing. The posted Annual Charge billing rate shall then be billed for all MWH of transmission service to the individual Transmission Customer during the formula rate year. This will be a direct pass through of the FERC Annual Charge.

SPP bills SPS each month under Schedule 12 of the SPP OATT for all load in the SPS zone not otherwise directly billed by SPP. The charges to a customer in the SPS zone will be a direct pass through of the charges to SPS under Schedule 12 of the SPP OATT related to the customer's load. The charge per MWH shall be the same for Point-To-Point Transmission Service as for Network Integration Transmission Service. This will be a direct pass through of the FERC Annual Charge.

No Transmission Customer shall request that the FERC Annual Charge billing rate be placed into effect subject to suspension or refund or that the Commission otherwise condition recovery of such FERC Annual Charge. However, each such Transmission Customer reserves its rights, if any, to challenge, or seek refunds concerning any such

FERC Annual Charge to the extent such FERC Annual Charge does not reflect a simple and accurate pass-through of the FERC Annual Charge.

VI. Unreserved Use of Transmission Capacity (Applicable to PSCo Transmission System):

In the event that a Transmission Customer (including third party sales by the Transmission Provider) exceeds its Reserved Transmission Service Capacity at any Point of Receipt or Point of Delivery or uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved, the Transmission Customer shall pay, in addition to the otherwise applicable charges, a penalty charge for the unauthorized use based upon the duration of the period when the unreserved capacity was used equal to twice the applicable rate for Firm Point-to-Point Transmission Service as follows: (1) For unauthorized use within a single day, the penalty charge shall be based on the daily rate. (2) For unauthorized use in two or more days in a calendar week, the penalty charge shall be based on the weekly rate. (3) For multiple instances of unauthorized use in more than one calendar week in a calendar month, the penalty charge shall be based on the monthly rate. Penalty revenues shall be used to reduce the costs of transmission service to Transmission Customers other than the Transmission Customer who was assessed the penalty. For the amounts exceeding its Reserved Transmission Service Capacity or use of Transmission Service that it has not reserved, the Transmission Customer also must replace losses on the unreserved capacity as required by the Xcel Energy OATT in Section 28.5 and Section 37.4.

Proposed Effective Date: 1/1/2017

Approved Effective Date: 1/1/2017

SCHEDULE 9

Generator Imbalance Service

Availability: Available on the PSCo system. Schedule 9 Service on the NSP and SPS systems shall be available from the Midcontinent ISO and SPP, respectively.

Generator Imbalance Service is provided when a difference occurs between the output of a generator located in the Transmission Provider's Control Area and a delivery schedule from that generator to (1) another Control Area or (2) a load within the Transmission Provider's Control Area over a single hour.

(a) In the case of service under Parts II or III of this Tariff, the Transmission Provider must offer this service, to the extent it is physically feasible to do so from its resources or from resources available to it, when Transmission Service is used to deliver energy from a generator located within its Control Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Generator Imbalance Service obligation. To the extent the Control Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Control Area Operator. The Transmission Provider may charge a Transmission Customer a penalty for either hourly generator imbalances under this Schedule or a penalty for hourly energy imbalances under Schedule 4 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

(b) In the case of service under Part IV of this Tariff, the Balancing Authority Operator must offer this service to the Ancillary Service Customer (ASC). The Ancillary Service Customer must either purchase this service from the Balancing Authority Operator or make alternative comparable arrangements, which may include use of non-generation resources capable of providing this service, to satisfy its Generator Imbalance Service obligation. The Balancing Authority Operator may charge an Ancillary Service Customer a penalty for either hourly generator imbalances under this Schedule or a penalty for hourly energy imbalances under Schedule 4 for imbalances occurring during the same hour, but not both unless the imbalances aggravate rather than offset each other.

(c) PSCo is both the Transmission Provider and the Balancing Authority (Control Area) Operator for purposes of this Schedule 9.

The Transmission Provider shall establish charges for generator imbalance based on the deviation bands as follows:

The Imbalance Charge is calculated on a generator by generator basis for each tariff service purchased by the Transmission Customer or ASC each hour as follows, where an imbalance charge greater than zero represents amounts due to the Transmission Provider from the Transmission Customer or ASC, and an imbalance charge less than zero represents amounts due to the Transmission Customer or ASC from the Transmission Provider, with the resulting hourly charges netted on a monthly basis and settled financially:

Imbalance Charge = Energy Charge + Penalty Charge

Energy Charge = Qty x Rate

Penalty Charge = $|\text{Rate}|$ x (10% x T2Qty + 25% x T3Qty)

Where:

Qty = Imbalance quantity, calculated as Scheduled Energy (the sum of the Transmission Customer's or ASC's delivery schedules from generator for which generator imbalance is being calculated, rounded to the nearest MWh) minus Actual Generation (the actual output of the generator for which generator imbalance is being calculated, rounded to the nearest MWh).

T1Qty = Imbalance quantity for the first penalty tier (zero percent), calculated as the portion of the absolute value of Qty that is less than or equal to 2 MW or 1.5% of Scheduled Energy, whichever is greater.

T2Qty = Imbalance quantity for the second penalty tier (10 percent), calculated as the portion of the absolute value of Qty that is greater than T1Qty and less than T3Qty.

T3Qty = Imbalance quantity for the third penalty tier (25 percent), calculated as the portion of the absolute value of Qty that is greater than 10 MW or 7.5% of Scheduled Energy, whichever is greater.

Rate = Energy rate. For purchases of energy from the Transmission Provider (Scheduled Energy > Actual Generation), incremental cost applies; for sales of energy to the Transmission Provider (Scheduled Energy < Actual Generation), decremental cost applies. Incremental cost and decremental cost are defined below.

$|\text{Rate}|$ = Absolute value of Rate

An intermittent resource will be exempt from the 25% penalty percentage and will pay the 10% penalty percentage for all deviations greater than the larger of 1.5 percent or 2 MW, whichever is greater. An intermittent resource, for the limited purpose of this Schedule 9 is an electric generator that is not dispatchable and cannot store its fuel source and therefore cannot respond to changes in system demand or respond to transmission security constraints.

Notwithstanding the foregoing, deviations from scheduled transactions in order to respond to directives by the Transmission Provider, a balancing authority, or a reliability coordinator shall not be subject to the deviation bands identified above and, instead, shall be settled financially,

at the end of the month, at 100 percent of incremental and decremental cost. Such directives may include instructions to correct frequency decay, respond to a reserve sharing event, or change output to relieve congestion.

Components of Incremental/Decremental Cost

For purposes of this Schedule, incremental and decremental cost shall equal Transmission Provider's actual average hourly cost of the last 10 MW dispatched for any purpose, e.g., to supply the Transmission Provider's Native Load Customers, correct imbalances, or make off-system sales, based on the replacement cost of fuel, unit heat rates, start-up costs (including any commitment and redispatch costs), incremental operation and maintenance costs, and purchased and interchange power costs and taxes, as applicable. The components of such cost include:

Fuel Costs

Incremental fuel costs are calculated using the following criteria. For natural gas generation units, the incremental costs are the estimated daily spot gas commodity price plus the transportation costs to move the commodity to the plants. The inputs for coal fired units are defined as monthly spot coal prices for units that have the ability to take delivery of spot coal, and contract coal prices for plants that have full requirements coal contracts. Oil prices shall be updated when used.

Heat Rate Coefficients

Heat rate coefficients used in determining incremental cost will be consistent with coefficients used in the PSCo Energy Management System (EMS) to dispatch PSCo's actual generating system and consistent with coefficients used in the production and unit commit/economic dispatch models. These heat rate coefficients are updated as necessary to reflect changes in the operating parameters of plant equipment.

Start up Costs

If a generating unit is started to support short term off-system sales, all the start up costs associated with that unit will be assigned to incremental cost for the first hour of the unit's operation.

Unit Minimums and Contract Minimums

All of PSCo's generating units have minimum levels of operation, and all of the purchased power agreements have minimum scheduling requirements. If a generation resource is started specifically to make an off-system sale or to meet reserve requirements because of such a sale, then the cost of the entire operating range of the resource will be included in incremental cost. If a generation resource is started for Native Load, then only the output above the minimum level is included in incremental cost.

Unit Minimum Run Times

Certain PSCo generating units have minimum run time requirements in place to support reliable unit operation. Such generating units will not be started for off-system sales unless the scheduled and/or contracted duration of the sale is equal to or greater than the minimum run time requirement. Should such off-system sale be curtailed prior to the completion of the generating unit's minimum run time, any uneconomic costs associated with the remaining unit run time will be assigned to incremental cost. Uneconomic costs are defined as the difference in cost between the cost of energy produced by the unit started for the sale and the cost of the energy displaced by the output of such unit, plus any other additional expenses created by the generating unit started for the sale.

Dispatchable Resources

All dispatchable resources are available for cost assignment to off-system sales. Dispatchable resources are defined as those generating units or long term purchases whose output can be raised or lowered intra-day to respond to changes in loads. If a dispatchable resource is started to provide energy for Native Load, only the cost of output above the resource's operational or contractual minimum load is available to be assigned to incremental cost.

Variable O&M and Tolling Costs

Variable operation and maintenance (O&M) and tolling costs are assigned to each of the generating units, and when applicable under contract, such costs will be assigned to purchased power resources. These costs will be included in incremental cost.

Intraday Purchases (Not Prescheduled)

All hourly power purchases may be assigned to incremental cost. If an hourly purchase, including all transmission costs, is higher than the incremental cost of a PSCo dispatchable resource, the cost of such purchase will be allocated to incremental cost. If an hourly purchase, including all transmission costs, is lower than the incremental cost of a PSCo dispatchable resource, the cost of the higher priced dispatchable resource will be assigned to incremental cost.

Pumped Storage Costs

The cost of pumped storage energy will be deemed to be the hourly cost of the highest dispatchable resource cost available during the hours of the previous pumping cycle after the highest dispatchable resource cost has been assigned to short term off-system sales for such hours. The hour-by-hour energy for pumping and cost assignment will be documented.

Methodology for Calculating Incremental and Decremental Cost

PSCo uses a computer program (Cost Calculator) to assign costs to serve non-native short term wholesale off-system sales. The program determines the cost to serve short-term off-system sales, including fuel associated with generation and applicable economic purchase transaction costs. The general principle is to assign the most expensive resources to short-term off-system sales first, allowing the less expensive resources to be assigned to PSCo's native load. For each hour, the program stacks the resources that supplied energy during the hour based on

their costs in one MW increments. After all costs have been assigned and stacked, the simple average will be calculated for the last 10 MWs to determine PSCo's actual average hourly cost of the last 10 MW dispatched for any purpose.

Proposed Effective Date: 4/16/2016
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SCHEDULE 10

Tax Adjustment Rider for Service by Southwestern Public Service Company

The Transmission Customer agrees that there shall be added to any amount calculated pursuant to the Tariff an amount in dollars sufficient to reimburse the Transmission Provider for any amounts paid or payable by it as gross receipts, excise, or similar taxes (other than taxes based upon or measured by net income) on amounts charged to the Transmission Customer for service under this Tariff in order to allow the Transmission Provider, after provision for such taxes, to realize the net amount payable to it under the Tariff.

In addition to any information required to be provided by the Transmission Customer in applying for service under this Tariff, the Transmission Customer shall furnish sufficient information to enable the Transmission Provider to determine whether the Transmission Provider or Transmission Customer is directly responsible for payment of the tax to the taxing authority. Each tax the Transmission Customer must pay and the applicable tax rate shall be identified separately in the Service Agreement. In the event of a change in responsibility for payment of the tax between the Transmission Customer and Transmission Provider or a change in the tax rate, an amendment to the Service Agreement will be filed with the Commission.

SCHEDULE 11

Reserved For Future Use

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

SCHEDULE 12

Midwest Independent Transmission System Operator, Inc. Charges

Applicable for service by the Northern States Power Companies only

If the load, or any portion of the load associated with a Transmission Customer's transmission service under this OATT is treated under the Midwest Independent Transmission System Operator, Inc ("MISO") OATT or Open Access Transmission and Energy Markets Tariff ("TEMT") such that MISO imposes charges on NSP in connection with such load, Transmission Customer shall reimburse NSP for the full amount of its share of such charges paid by NSP in connection with such load. Such charges include those under the MISO ISO Cost Recovery Adder (MISO Schedule 10), Financial Transmission Rights Administrative Service Cost Recovery Adder (MISO Schedule 16), Energy Market Support Administrative Service Cost Recovery Adder (MISO Schedule 17), Energy Imbalance Charges (Schedule 4), congestion and uplift charges assessed under the OATT or TEMT based on load.

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Schedule 13

Network Integration Transmission Service on the PSCo Transmission System

The Network Customer shall compensate the Transmission Provider for Network Integration Transmission Service at the applicable charges set forth below in addition to other applicable charges specified in the Tariff. The monthly rate shall be calculated using the formula included in Attachment O – PSCo, Table 2, line 14. The rate is recalculated each year, effective January 1, based on budget or forecasted information, then the rate is recalculated and trued-up based on actual data.

Each month the Network Customer shall pay the Transmission Provider the product of the monthly rate specified above and the Transmission Customer's Monthly Network Load determined in accordance with Section 34.2.

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SCHEDULE 13A
Network Integration Transmission Service across the Lamar Tie Line

1. General

Network Integration Transmission Service for deliveries to the Lamar 345 kV HVDC Tie Line (Lamar Tie) for further delivery to Network Load on the SPS or PSCo transmission systems is available and shall be provided pursuant to Part III of this Tariff and this Schedule 13a, and pursuant to the SPP OATT. The Network Customer shall compensate the applicable Transmission Provider(s) for Network Integration Transmission Service across the Lamar Tie and using both the SPS Transmission System and the PSCo Transmission System at the applicable charges set forth below in addition to other applicable charges specified in the Tariff and the SPP OATT.

An Eligible Customer requesting Network Integration Transmission Service across the Lamar Tie must submit an Application consistent with the requirements of section 29.2 that specifies that it is requesting Network Integration Transmission Service across the Lamar Tie. Such requests are subject to the study procedures of section 32. Such Customer must also meet the requirements for Network Integration Transmission Service under the SPP OATT.

Network Integration Transmission Service across the Lamar Tie for further delivery to Network Load on a Transmission Provider's Transmission System shall be subject to capacity limitations of the Lamar Tie.

2. Non-Grandfathered Service

An entity serving load on either the PSCo or SPS system from Designated Network Resources located on the SPS or PSCo system, respectively, shall take service under this Tariff as well as the SPP OATT. An entity that designates Network Resources on the SPS transmission system for delivery across the Lamar Tie to Network Load on the PSCo transmission system shall pay the monthly demand charge on the PSCo Transmission System calculated pursuant to section 34.1.2 and shall receive a 100% discount of the Schedule 9 rate that would otherwise be applicable under the SPP OATT. An entity that designates Network Resources on the PSCo Transmission System for delivery across the Lamar Tie to Network Load on the SPS Transmission System shall pay the monthly demand charge on the SPS Transmission System calculated pursuant to Schedule 9 of the SPP OATT and shall be subject to a 100% discount of the rate that would otherwise be applied under sections 34.1.1 and 34.1.2 of this Tariff. Additional charges for service across the Lamar Tie may be imposed under the SPP OATT.

3. Grandfathered Service

Certain transmission service over the Lamar Tie involving SPS, PSCo, and MEAN is grandfathered under the SPP OATT. Network Integration Transmission Service across the Lamar Tie between SPS and PSCo that is grandfathered under the SPP OATT is subject to the rate treatment specified in this section 3.

To the extent SPS designates Network Resources on the PSCo Transmission System for delivery across the Lamar Tie to SPS Network Load, SPS shall be subject to: (i) the monthly

SPP Network Integration Transmission Service demand charge on the SPS Transmission System calculated pursuant to the SPP OATT; and (ii) the monthly demand charge on the PSCo Transmission System calculated pursuant to section 34.1.2. SPS shall also be subject to any applicable charges under the SPP OATT.

To the extent PSCo designates Network Resources on the SPS Transmission System for delivery across the Lamar Tie to PSCo Network Load, PSCo shall be subject to: (i) the monthly SPP Network Integration Transmission Service demand charge on the SPS Transmission System calculated pursuant to the SPP OATT; and (ii) the monthly demand charge on the PSCo Transmission System calculated pursuant to section 34.1.2. PSCo shall also be subject to any applicable charges under the SPP OATT.

The Municipal Energy Agency of Nebraska (MEAN) shall pay the rates specified in Paragraph 2 of this Schedule 13a for the Network Integration Transmission Service reservation (2 MW) assigned from PSCo to MEAN effective June 1, 2006. MEAN shall also be subject to any applicable charges under the SPP OATT.

For deliveries across the Lamar Tie, deliveries to the Lamar Tie shall be deemed service to Network Load on the supplying system, and charges for such deliveries shall reflect the Network Customer's maximum transfer capacity rights capped at the total transfer capacity of the Lamar Tie; deliveries from the Lamar Tie shall be deemed a Network Resource on the receiving system, and charges for such deliveries shall reflect the Network Customer's maximum transfer capacity rights capped at the total transfer capacity of the Lamar Tie.

The Network Customer's maximum transfer capacity rights shall be used as the Load Ratio Share defined pursuant to section 34.1.1 and as the Transmission Customer's Monthly Network Load defined pursuant to section 34.2.

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Schedule 14

Point-To-Point Transmission Losses on the PSCo Transmission System

All PSCo OATT Transmission Customers taking point-to-point Transmission Service shall compensate the Transmission Provider for Real Power Losses determined as specified under Section 15.7 by either: 1) concurrently scheduling in-kind energy as specified in this Schedule 14; or 2) making payments for financial losses calculated as specified in this Schedule 14. For purposes of this Schedule 14, the On-Peak period shall include all hours between HE 0800 and HE 2300, Monday through Saturday, Mountain Prevailing Time (MPT). The Off-Peak period shall include all hours not designated as On-Peak. All Sunday and Holiday hours shall be considered Off-Peak hours. Holidays shall be as defined by NERC, currently New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

a. Determination of point-to-point loss obligations. Each Transmission Customer's point-to-point Real Power Loss obligation will be determined on a daily basis for both On-Peak and Off-Peak periods, as follows:

   i. The total of all of the Transmission Customer's scheduled transmission quantities for the relevant period (On-Peak or Off-Peak) will be determined. The scheduled total will be adjusted for curtailments and other adjustments to determine the net total scheduled quantity.
   ii. For each period, the sum determined pursuant to (i) above shall be multiplied by PSCo's current loss rate as specified in Section 15.7.
   iii. For each period, the figure determined pursuant to (ii) above shall be rounded to the nearest whole MW. A partial MW with a value of 0.50 MW or greater shall be rounded up to the next highest whole MW. A partial MW with a value of less than 0.50 MW shall be rounded down to the nearest whole MW.

b. Concurrent scheduling of in-kind energy. In-kind losses shall be scheduled as follows:

   i. In-kind losses must be delivered to a Point of Delivery (POD) on the PSCo Transmission System using a valid point-to-point transmission reservation entered into PSCo's OASIS;
   ii. As provided in the WECC scheduling procedures (currently WECC INT-BPS-001-2, WR8), the loss schedule may either be:
      I. entered separately from the Transmission Service schedule, in which case the electronic tag must clearly identify the transaction as involving a "Loss"; or
      II. entered on the Transmission Service Schedule, in which case the Accounting section of the Request for Interchange of the electronic tag must clearly denote the provision of "Loss-In-Kind".
   iii. Losses for each period (On-Peak and Off-Peak), as determined under (a) above, shall be allocated proportionally and in whole MW to each hour of the applicable period based on the MW of transmission scheduled for that hour.

It shall be the Transmission Customer's responsibility to adjust its loss schedule to reflect any curtailments or other adjustments to the associated Transmission Service schedule. In the

event the Transmission Customer does not adjust its loss schedule to reflect changes in the associated Transmission Service schedule, any excess in-kind losses will not be refunded. To the extent the Transmission Customer does not fully or partially schedule the required quantity of losses in-kind to satisfy the Transmission Customer's loss obligation per period, as determined under (a) above, the under-scheduled quantity in MW shall be billed financially as set forth in (c) below.

c. Financial settlement of losses. A Transmission Customer's point-to-point Real Power Loss obligation may be settled financially, as follows:

i. If the Transmission Customer does not fulfill its loss obligation, in whole or in part, by scheduling in-kind losses, the loss obligation will be settled financially. Any Transmission Customer that does not schedule losses in-kind will be deemed to have elected to settle the loss obligation for that service period financially.

ii. If a Transmission Customer elects to settle all losses financially, the loss settlement amount shall be determined by multiplying the Transmission Customer's loss obligation (in MW), as determined under (a) above, for the applicable period by PSCo's incremental cost of generation for such period. If a Transmission Customer scheduling in-kind losses under (b) above does not schedule the required quantity of losses, the under-scheduled quantity (in MW) for such period will be multiplied by PSCo's incremental cost of generation for such period to determine the settlement amount.

iii. For purposes of this Schedule 14, PSCo's incremental cost of generation shall be the average daily peak or off-peak cost of generation, as applicable, for the last 10 MW generated on PSCo's system for any purpose, calculated as described in Schedule 4, Energy Imbalance Service.

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

Schedule 15

Joint Dispatch Transmission Service

This is an optional service provided by PSCo, subject to the terms and conditions of Part V of this Tariff. For Joint Dispatch Transmission Service Customers meeting the conditions set forth in Part V of this Tariff, no charge shall be assessed for receipt or delivery of energy dispatched pursuant to a Joint Dispatch Agreement with PSCo provided the customer makes Joint Dispatch Transmission Service available to PSCo at the same rates, terms, and conditions as set forth in Part V of this Tariff, this Schedule 15, and any other related schedules or attachments to this Tariff. Joint Dispatch Transmission Service is provided in real-time on a non-firm, as available basis having the lowest curtailment priority.

1) Monthly delivery: the rate or $0.00/kW-month of Reserved Capacity.
2) Weekly delivery: the rate $0.00/kW-week of Reserved Capacity.
3) Daily delivery: the rate $0.00/kW-day of Reserved Capacity.
4) Hourly delivery: On-Peak Hours: the on-peak rate $0.00/MWh of Reserved Capacity. Off-Peak Hours: the off-peak rate $0.00/MWh of Reserved Capacity.

Proposed Effective Date: 4/16/2016

Approved Effective Date: 11/14/2018

SCHEDULE 16
Flex Reserve Service

Flex Reserve Service is needed to maintain generation and load balance in the event of a reduction of online wind generation of 100 MW or more in 30 minutes due to reductions in wind speed. Any Transmission Customer or Ancillary Service Customer using wind generation to serve load in the PSCo Balancing Authority Area or exporting the output of wind generation out of the PSCo Balancing Authority Area must purchase or self-supply Flex Reserve Service.

Flex Reserve Service may be provided by the following resources: (i) generating units that are on-line but unloaded, (ii) generating units off-line but capable of starting in 30 minutes, or (iii) interruptible load or other non-generation resources capable of providing this service.

Determination of Flex Reserve Requirement.

A Transmission Customer's or Ancillary Service Customer's Flex Reserve Service requirement shall be the total Flex Reserve Requirement of 411 MW for the PSCo Balancing Authority multiplied by the customer's proportional share of wind generation in the PSCo Balancing Authority Area, based on the nameplate capacity of installed wind generation in the PSCo Balancing Authority Area serving the customer's load or scheduled exports. This nameplate capacity will be the customer's Flex reserve billing determinants. As conditions change on the PSCo system, PSCo may make a single-issue Section 205 filing with the Commission to update the total Flex Reserve Requirement value.

The Transmission Customer or Ancillary Service Customer shall purchase Flex Reserve Service in the following amounts:

1) For Point-To-Point Transmission Service: the Reserve Obligation percentage identified on Table 35, line 29 of the Attachment O-PSCo formula rate
2) For Network Integration Transmission Service: the Reserve Obligation percentage identified on Table 35, line 29 of the Attachment O-PSCo formula rate
3) For Balancing Authority Area Ancillary Services: the Reserve Obligation percentage identified on Table 35, line 29 of the Attachment O-PSCo formula rate

The charges for Flex Reserve Service are to be based on the rates set forth below, as found in Attachment O – PSCo of this Tariff.

4) Monthly Point-To-Point Delivery: the amount identified on Table 2, line 78 of the PSCo formula rate /kW-month
5) Weekly Point-To-Point Delivery: the amount identified on Table 2, line 79 of the PSCo formula rate /kW-week
6) Daily Point-To-Point Delivery: the amount identified on Table 2, line 80 of the PSCo formula rate /kW-day
7) Daily Point-To-Point Delivery: the amount identified on Table 2, line 81 of the PSCo formula rate /kW-day

8) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 82 of the PSCo formula rate /MWh
9) Hourly Point-To-Point Delivery: the amount identified on Table 2, line 83 of the PSCo formula rate /MWh
10) Network Integration Delivery: the amount identified on Table 2, line 84 of the PSCo formula rate /kW-month
11) Ancillary Services Delivery: the amount identified on Table 2, line 85 of the PSCo formula rate /kW-month

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (6) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (5) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

Notwithstanding the foregoing, an Ancillary Service Customer whose load is served by no more than 10 MW nameplate capacity of wind generation all of which is interconnected to the distribution system behind the meter, shall not pay the charge set forth above but shall instead pay an administrative charge equal to $0.58/kW-month.

The customer must either purchase this service from the Transmission Provider or BA Operator or make alternative comparable arrangements to satisfy its Flex Reserve Service obligation.

The nameplate capacity of the customer's wind generation used for billing purposes for the calendar year shall be the nameplate capacity of wind generation serving the customer's load or scheduled exports as of January 1 of that calendar year: nameplate capacity figures shall only be updated for billing purposes on January 1 of the applicable year. To facilitate proper billing, the customer shall provide a written certification setting forth each customer's wind generating resources and nameplate capacity of each listed resource. This written certification shall be provided on or before December 1 of each year for the following calendar year.

Proposed Effective Date: 1/1/2019

Approved Effective Date: 1/1/2019

Schedule 18A

Annual Interconnection Customer O&M Charge for the PSCo System

I. General

This Schedule 18A defines the Annual Interconnection Customer Operation and Maintenance (O&M) Charge designed to recover reasonable expenses including overheads, associated with operation, maintenance, and repair of Transmission Provider's Interconnection Facilities. For PSCo, these are the facilities identified in the *pro forma* Large Generation Interconnection Agreement (LGIA) or Small Generation Interconnection Agreement (SGIA) as Transmission Provider's Interconnection Facilities. PSCo is both the Transmission Owner and the Transmission Provider for these facilities. On an annual basis starting in 2017, and prospectively thereafter, PSCo shall charge each Interconnection Customer that has executed an LGIA (Attachment N) or SGIA (Attachment P) with PSCo pursuant to this Tariff for this O&M service pursuant to Section 10.5 of the Large Generator Interconnection Agreement and Section 4.1.2 of the Small Generator Interconnection Agreement.

II. Derivation of Rate and Annual Charge

The Annual Interconnection Customer O&M Charge equals:

> [Annual Interconnection O&M Rate] x [Gross Plant of the Transmission Provider's Interconnection Facilities Serving the Interconnection Customer]

The Annual Interconnection O&M Rate equals:

> Total Annual O&M Expense/Total Annual Transmission Gross Plant

PSCo's Total Annual O&M Expense is found in Attachment O-PSCo, Table 5, Line 88, Column 5; and PSCo's Total Annual Gross Plant is found in Attachment O-PSCo, Table 5, Line 9, Column 5. The Gross Plant of the Transmission Provider's Interconnection Facilities shall equal the actual installed gross cost of the Transmission Provider's Interconnection Facilities. The Transmission Provider's Interconnection Facilities are the facilities so identified in Interconnection Customer's applicable LGIA or SGIA. The Gross Plant is PSCo's actual cost of the installed facilities, before any contribution in aid of construction, and including any improvements, as reflected on PSCo's accounting books and records.

The Annual O&M Charge rate will be calculated in June each year and will use PSCo's actual Total O&M Expense in the prior Rate Year, divided by PSCo's actual Total Annual Transmission Gross Plant in the prior Rate Year.

Interconnection Customer will be separately directly charged for PSCo's actual costs (including applicable overheads) associated with replacing Transmission Provider

Interconnection Facilities if and when such costs are incurred, pursuant to Section 10.5 of the Large Generator Interconnection Agreement and Section 4.1.2 of the Small Generator Interconnection Agreement.

III. Billing and Payment

PSCo will issue invoices for the Annual Interconnection Customer O&M Charge in July of each Rate Year. Billing and Payment shall be subject to Section 7 (Billing and Payment) of this Tariff except that bills shall be issued once per year rather than monthly.

Where the PSCo Energy Supply (generation) function is the Interconnection Customer, charges and revenues shall be accounted for consistent with Section 8, Accounting for Transmission Provider's Use of the Tariff.

Schedule 18B
Annual Interconnection Customer O&M Charge for the SPS System

I. General

This Schedule 18B defines the Annual Interconnection Customer Operation and Maintenance (O&M) Charge designed to recover reasonable expenses including overheads, associated with operation, maintenance, and repair of Transmission Owner's Interconnection Facilities. SPS is a member of the Southwest Power Pool (SPP) and has placed its transmission facilities under the functional control of the SPP Open Access Transmission Tariff (SPP OATT). SPP administers generator interconnections and executes a three-party Generation Interconnection Agreement (GIA) with the Interconnection Customer and SPS. SPS is the Transmission Owner and SPP is the Transmission Provider for the facilities subject to the GIA. For SPS, these are the facilities identified in the *pro forma* GIA as Transmission Owner's Interconnection Facilities in Attachment V of the SPP OATT. On an annual basis starting in 2019, and prospectively thereafter, SPS shall charge each Interconnection Customer that has executed a GIA (Attachment V Appendix 6 of the SPP OATT) with SPS for this O&M service pursuant to Section 10.5 of the Generator Interconnection Agreement.

II. Derivation of Rate and Annual Charge

The Annual Interconnection Customer O&M Charge equals:

[Annual Interconnection O&M Rate] x [Gross Plant of the Transmission Owner's Interconnection Facilities Serving the Interconnection Customer]

The Annual Interconnection O&M Rate equals:

Total Annual O&M Expense/Total Annual Transmission Gross Plant

The SPS Total Annual O&M Expense is found in Attachment O-SPS, Table 9, Line 247, Column 5; and the SPS Total Annual Gross Plant is found in Attachment O-SPS, Table 8, Line 188, Column 5. The Gross Plant of the Transmission Owner's Interconnection Facilities shall equal the actual installed gross cost of the Transmission Owner's Interconnection Facilities. The Transmission Owner's Interconnection Facilities are the facilities so identified in Interconnection Customer's applicable SPP GIA. The Gross Plant is SPS' actual cost of the installed facilities, before any contribution in aid of construction, and including any improvements, as reflected on SPS' accounting books and records.

The Annual O&M Charge rate will be calculated in October each year and will use SPS' actual Total O&M Expense in the prior Rate Year, divided by SPS' actual Total Annual Transmission Gross Plant in the prior Rate Year.

Interconnection Customer will be separately directly charged for SPS' actual costs (including applicable overheads) associated with replacing Transmission Provider Interconnection Facilities if and when such costs are incurred, pursuant to Section 10.5 of the Interconnection Customer's SPP GIA.

III. Billing and Payment

SPS will issue invoices for the Annual Interconnection Customer O&M Charge in January of each Rate Year. Billing and Payment shall be subject to Section 7 (Billing and Payment) of this Tariff except that bills shall be issued once per year rather than monthly.

Where the SPS Energy Supply (generation) function is the Interconnection Customer, charges and revenues shall be accounted for consistent with Section 8, Accounting for Transmission Provider's Use of the Tariff.

Proposed Effective Date: 5/1/2018

Approved Effective Date: 5/1/2018

SCHEDULE 19

Rush Creek Gen-Tie Use Charge

The Interconnection Customer shall compensate PSCo each month for the capacity of the Rush Creek Gen-Tie ("Gen-Tie") used to achieve Interconnection Service from Interconnection Customer's Generating Facility(ies) over the Gen-Tie to the Missile Site Substation Point of Interconnection with the PSCo Transmission System. The quantity of Rush Creek Gen-Tie Capacity Usage in kW is set forth in the Interconnection Customer's Interconnection Agreement and will equal the Generating Facility Capacity measured in kW. The Rush Creek Gen-Tie Use Charge will be invoiced on a monthly basis in accordance with Section 7 of the Common Use provisions of this Tariff.

I. Rush Creek Gen-Tie Use Charge

The Rush Creek Gen-Tie Use Charge is equal to:

Generating Facility Capacity x Gen-Tie Use Rate

Where the monthly Gen-Tie Use Rate is formulaically determined in Table 1, Column 3, Line 10 of Appendix 1 to this Schedule 19

II. Rush Creek Gen-Tie Loss Rate and Calculation Methodology

Real Power Losses are associated with usage of the Rush Creek Gen-Tie. All metered volume measured where the Generating Facility connects to the Rush Creek Gen-Tie will be grossed down in real-time using a static average loss factor to determine the volume at the Missile Site Point of Receipt.

The volume of generation delivered to the Missile Site Substation is equal to the metered volume of the generation at the Generating Facility's connection to the Rush Creek Gen-Tie times one minus the Rush Creek Gen-Tie Average Loss Factor.

The Rush Creek Gen-Tie Average Loss Factor is determined by the total generation connected to the Gen-Tie measured in MW according to the following equation:

Rush Creek Gen-Tie Average Loss Factor =

0.0000251 times *x*

where *x* = each Interconnection Customer's Generating Facility Capacity measured in MW times that Generating Facility's projected annual net capacity factor summed for all Generating Facilities connected to the Gen-Tie. The value for *x* shall change as additional Generating Facilities connect to the Gen-Tie, to be effective on the commercial operation date of the incremental Generating Facility(ies). PSCo may file with the Commission to adjust the Gen-Tie loss factor based on actual operating data for the Gen-Tie and connected Generating Facilities.

ATTACHMENT 1 TO SCHEDULE 19

Public Service Company of Colorado
Twelve Months Ended December 31, XXXX

Schedule 19 Rush Creek Gen Tie Use Estimated Rate, Table 1

Line No.	Description	Reference	Transmission Amount	
	Col. (1)	Col. (2)	Col. (3)	
1	**Revenue Requirement**	Line 79	$ -	
2	True-Up	20XX ARR Gen Tie Actual	-	
3	Interest on True-Up	20XX Interest on True-Up	$0	
4	TOTAL REVENUE REQUIREMENT		-	
5				
6	**Divisor**			
7	Rush Creek Line Capacity	Note A	1,600,000	kW
8				
9	**Rates**			
10	Monthly Rate ($/kW-Mo)	(Line 4 / Line 7) / 12	$ -	/kW-month

Annual Transmission Revenue Requirement-Rush Creek Interconnection Generation Tie Rate Formula (Note B)

Line No.	RATE BASE & RETURN CALCULATION	Reference/Notes	Total	Allocator (Note J)		Generation Tie
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
11	GROSS PLANT IN SERVICE	(Note C)				
12	Production	ATRR Est Col. (3), Line 2		NA	0.00%	-
13	Generation Tie Plant	Company Records		DA	100.00%	-

14	Distribution	ATRR Est Col. (3), Line 4		NA	0.00%	-
15	General Plant	ATRR Est Col. (3), Line 5		W/S	0.00%	-
16	Intangible Plant	ATRR Est Col. (3), Line 6		W/S	0.00%	-
17	Common Intangible	ATRR Est Col. (3), Line 7		CE	0.00%	-
18	Common General	ATRR Est Col. (3), Line 8		CE	0.00%	-
19	TOTAL GROSS PLANT	Sum Lines 12 through 18	-			-
20						
21						
22	ACCUMULATED DEPRECIATION	(Note C)				
23	Production	ATRR Est Col. (3), Line 13		NA	0.00%	-
24	Generation Tie Plant	Company Records		DA	100.00%	-
25	Distribution	ATRR Est Col. (3), Line 15		NA	0.00%	-
26	General Plant	ATRR Est Col. (3), Line 16		W/S	0.00%	-
27	Intangible Plant	ATRR Est Col. (3), Line 17		W/S	0.00%	-
28	Common Intangible	ATRR Est Col. (3), Line 18		CE	0.00%	-
29	Common General	ATRR Est Col. (3), Line 19		CE	0.00%	-
30	TOTAL ACCUMULATED DEPRECIATION	Sum Lines 23 through 29	-			-
31						
32	NET PLANT IN SERVICE	(Note C)				
33	Production	Line 12 minus 23	-			-
34	Transmission	Line 13 minus 24	-			-
35	Distribution	Line 14 minus 25	-			-
36	General Plant	Line 15 minus 26				

			-			-
37	Intangible Plant	Line 16 minus 27				
			-			-
38	Common Intangible	Line 17 minus 28				
			-			-
39	Common General	Line 18 minus 29				
			-			-
40	TOTAL NET PLANT IN SERVICE	Sum Lines 33 through 39				
			-			-
41						
42						
43	OTHER RATE BASE ITEMS	(Note D)				
44	ADIT	Company Records		DA	100.00%	
						-
45	ADIT Proration Adjustment	WP_ADIT Prorate		DA	100.00%	
						-
46	TOTAL OTHER RATE BASE ITEMS					
			-			-
47						
48	RATE BASE	Line 40 plus 46				
			-			-
49						
50	Rate of Return	Line 112	0.00%			0.00%
51						
52	RETURN (Rate Base * Rate of Return)	Line 48 times Line 50				
			-			-

Line No.	EXPENSE, TAXES & REVENUE REQUIREMENTS CALCULATION	Reference/Notes	Total	Allocator (Note J)		Total Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
53	TOTAL O & M EXPENSE	(Note E)				
54	Total ATRR O&M Expense	ATRR Est Col. (5), Line 88		GTGP	0.00%	
						-
55						
56	DEPRECIATION AND AMORTIZATION					

	EXPENSE					
57	Generation Tie	Company Records		DA	100.00%	-
58	General	ATRR - WP_B-1 Line 26 Col. (d)		W/S	0.00%	-
59	Intangible	ATRR - WP_B-1 Line 27 Col. (d)		W/S	0.00%	-
60	Common Intangible	ATRR - WP_B-1 Line 28 Col. (d)		CE	0.00%	-
61	Common General	ATRR - WP_B-1 Line 29 Col. (d)		CE	0.00%	-
62	TOTAL DEPRECIATION AND AMORTIZATION	Sum Lines 57 through 61	-			-
63						
64	TAXES OTHER THAN INCOME	(Note F)				
65	Labor Related	ATRR - WP_D-1 Line 5		W/S	0.00%	-
66	Plant Related	ATRR - WP_D-1 Line 9		GTGP	0.00%	-
67	Miscellaneous	ATRR - WP_D-1 Line 12	-	NA	0.00%	-
68	TOTAL OTHER TAXES	Sum Lines 65 through 67	-			-
69						
70	INCOME TAXES	(Note G)				
71	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =			0.00%		
72	CIT=(T/1-T) * (1-(WCLTD/R)) =			0.00%		
73	where WCLTD=(line 106) and R= (line 109)					
74	and FIT, SIT & p are as given in Note G.					
75	1 / (1 - T) = (from ln 68)			-		
76						
77	TOTAL INCOME TAXES	Line 52 times Line 72	-			-
78						
79	REVENUE REQUIREMENT	Sum of Lines (52, 54, 62, 68, 77)	-			-

Line No.	SUPPORTING CALCULATIONS	Reference/Notes	Total	Allocator (Note J)		Total Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
80	TRANSMISSION PLANT INCLUDED IN THE ATRR	(Note H)				
81	Transmission plant	ATRR - WP_B-1 Col (a), Line 3				
82	Transmission related Acquisition Adjustment	ATRR - WP_B-4 Col. (c), Line 15				
83	Total Transmission Plant	Sum Lines 81 through 82				-
84	Eliminate Generator Step-up facilities	ATRR - WP_B-Inputs Est. Line 117				
85	Eliminate Transmission Plant Recovered via ATRR	ATRR Est Col. (3), Line 3 plus Line 25				
85	Transmission plant included in OATT Trans Rate	Sum Lines 83 through 85				-
86	Percent of Transmission Plant in the ATRR	Line 86 divided by Line 83			**GTTP =**	**0.00%**
87						
88	Generation Tie Plant included in Total Gross Plant					
89	Generation Tie Plant	Line 12				-
90	Total Gross Plant	Line 18				-
91					**GTGP =**	**0.00%**
92						
93	WAGES & SALARY ALLOCATOR (W/S)					
94	Production	ATRR Est Col. (3), Line 140		NA	0.00%	-
95	Transmission	ATRR - WP_C-1 Line 31 Col. (b)		GTTP	0.00%	-
96	Regional Market	ATRR Est Col. (3), Line 142		NA	0.00%	-
97	Distribution	ATRR Est Col. (3), Line 143		NA	0.00%	-

98	Other	ATRR Est Col. (3), Line 144		NA	0.00%	-
99	Total	Sum Lines 94 through 98	-			-
100						
101	W/S Allocator	Line 99, Col. Col. (5) divided by Col. Col. (3)			**W/S=**	**0.00%**
102						
103	Common to Electric Transmission Allocator	ATRR Est Col. (5), Line 149				
104		W/S Allocator, Line 101				0.00%
105		Line 103 times Line 104			**CE=**	**0.00%**
106						
107						
108	RETURN	(Note I)	$	%	Cost	Weighted
109	Long Term Debt	ATRR - WP_G-1 Col (n), Line 6		0.00%		0.0000
110	Preferred Stock	ATRR - WP_G-1 Col (n), Line 8	-	0.00%		0.0000
111	Common Stock	ATRR - WP_G-1 Col (n), Line 14		0.00%		0.0000
112	Total	Sum Lines 109 through 111	-		**ROR=**	**0.0000**

General Notes: a) References to data from FERC Form No. 1 are indicated as: page#.line#.col.#

Notes:

A Equals Rush Creek Gen Tie total thermal capacity.

B All references to ATRR are referring to Attachment O-PSCo of the OATT, or the Annual Transmission Revenue Requirement Template. The rate will be estimated annually each October and trued-up each June and published on OASIS along with the Attachment O-PSCo. The Gen Tie use rate year will match the ATRR estimate or actual for the same year.

C Gross Plant, Accumulated Depreciation Reserves will be the average of thirteen monthly balances except for the 2018 rate year, which will utilize year end balances. The Gen-Tie are the same as described in Table 25 to the Attachment O-PSCo Transmission Formula Rate Template depreciation rates.

D Reflects the BOY/EOY average of the Gen-Tie related portion of balances in Accounts 281, 282, 283, 190 and 255 as adjusted by any amounts in contra accounts identified as regulatory assets or liabilities related to FASB 106, 109, 133, 158 or FASB Interpretation No. 48. Balance of Account 255 is reduced by prior flow throughs and completely excluded if the utility chose to utilize amortization of tax credits against taxable income as discussed in Note G. The calculation of ADIT for both the true-up and the annual projection will be performed in accordance with IRS regulation Section 1.167(l)-1(h)(6). The 2018 rate year will utilize year end balances.

E The GTGP allocator is applied to the total ATRR Operation and Maintenance (O&M) expense to recover reasonable expenses including overheads, associated with operation, maintenance, and repair of the Gen Tie.

F Includes only FICA, unemployment, property, and other assessments charged in the current year.

Taxes related to income are excluded. Franchise taxes are not included in transmission revenue requirement in the Rate Formula Template,

G The currently effective income tax rate, where FIT is the Federal income tax rate; SIT is the State income tax rate, and p =
"the percentage of federal income tax deductible for state income taxes".

Inputs Required:	FIT =		
	SIT=		(State Income Tax Rate or Composite SIT)
	p =		(percent of FIT deductible for state purposes)

If a change in an income tax rate is known sufficiently in advance to be reflected in the estimated rates that will become effective January 1 for the upcoming formula rate year, PSCo will reflect the new tax rate(s) in the estimated rate calculations for the months in which the new tax rate will be in effect for the formula rate year. Otherwise, such tax change will be captured and reflected in the annual formula true-up by weighting the tax rates in effect during the year by the number of days each such tax rate was in effect.

H Removes the dollars of plant booked to transmission plant that is excluded from the Tariff because it does not meet the Tariff's definition of Transmission Facilities, or is booked to transmission (e.g. step-up transformers) that is included in the development of OATT ancillary service rates, or is otherwise not eligible to be recovered under this Tariff.

I Return on Equity will be equal to the ROE in Attachment O-PSCo. Any change to Attachment O-PSCo ROE requires a filing with the Commission pursuant to Section 205 or 206 filing. If and when the Company issues preferred stock, footnote will indicate the authorizing regulatory agency, the docket/case number, and the date of the authorizing order.

J The calculation of the GTTP Allocator is found on Line 86

The calculation of the GTGP Allocator is found on Line 91

The calculation of the W/S Allocator is found on Line 101

The calculation of the CE Allocator is found on Line 105

Public Service Company of Colorado
Twelve Months Ended December 31, XXXX

Schedule 19 Rush Creek Gen Tie Use Actual Rate, Table 2

Line No.	Description	Reference	Transmission Amount Actual ARR	Transmission Amount Estimated ARR	Difference (True-Up) (Note K)
	Col. (1)	Col. (2)	Col. (3)	Col. (4)	Col. (5) = (3) - (4)
1	**True-Up**	ARR Act & Est Line 70	$ -	$ -	$ -

Annual Transmission Revenue Requirement-Rush Creek Interconnection Generation Tie Rate Formula (Note B)

Line No.	RATE BASE & RETURN CALCULATION	Reference/Notes	Total	Allocator (Note J)		Generation Tie
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
2	GROSS PLANT IN SERVICE	(Note C)				
3	Production	ATRR Act Col. (3), Line 2		NA	0.00%	-
4	Generation Tie Plant	Company Records		DA	100.00%	-
5	Distribution	ATRR Act Col. (3), Line 4		NA	0.00%	-
6	General Plant	ATRR Act Col. (3), Line 5		W/S	0.00%	-
7	Intangible Plant	ATRR Act Col. (3), Line 6		W/S	0.00%	-
8	Common Intangible	ATRR Act Col. (3), Line 7		CE	0.00%	-
9	Common General	ATRR Act Col. (3), Line 8		CE	0.00%	-

10	TOTAL GROSS PLANT	Sum Lines 3 through 9				-
11						
12						
13	ACCUMULATED DEPRECIATION	(Note C)				
14	Production	ATRR Act Col. (3), Line 13		NA	0.00%	
15	Generation Tie Plant	Company Records		DA	100.00%	-
16	Distribution	ATRR Act Col. (3), Line 15		NA	0.00%	-
17	General Plant	ATRR Act Col. (3), Line 16		W/S	0.00%	-
18	Intangible Plant	ATRR Act Col. (3), Line 17		W/S	0.00%	-
19	Common Intangible	ATRR Act Col. (3), Line 18		CE	0.00%	-
20	Common General	ATRR Act Col. (3), Line 19		CE	0.00%	-
21	TOTAL ACCUMULATED DEPRECIATION	Sum Lines 14 through 20				-
22						
23	NET PLANT IN SERVICE	(Note C)				
24	Production	Line 3 minus 14				-
25	Transmission	Line 4 minus 15				-
26	Distribution	Line 5 minus 16				-
27	General Plant	Line 6 minus 17				-
28	Intangible Plant	Line 7 minus 18				-
29	Common Intangible	Line 8 minus 19				-
30	Common General	Line 9 minus 20				-

			-			-
31	TOTAL NET PLANT IN SERVICE	Sum Lines 24 through 30				
			-			-
32						
33						
34	OTHER RATE BASE ITEMS	(Note D)				
35	ADIT	Company Records		DA	100.00%	
						-
36	ADIT Proration Adjustment	WP_ADIT Prorate		DA	100.00%	
						-
37	TOTAL OTHER RATE BASE ITEMS					
			-			-
38						
39	RATE BASE	Line 31 plus 37				
			-			-
40						
41	Rate of Return	Line 103	0.00%			0.00%
42						
43	RETURN (Rate Base * Rate of Return)	Line 39 times Line 41				
			-			-

Line No.	EXPENSE, TAXES & REVENUE REQUIREMENTS CALCULATION	Reference/Notes	Total	Allocator (Note J)		Total Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
44	TOTAL O & M EXPENSE	(Note E)				
45	Total ATRR O&M Expense	ATRR Act Col. (5), Line 88		GTGP	0.00%	
						-
46						
47	DEPRECIATION AND AMORTIZATION EXPENSE					
48	Generation Tie	Company Records		DA	100.00%	
						-
49	General	ATRR - WP_B-1 Line 26		W/S	0.00%	

		Col. (d)				-
50	Intangible	ATRR - WP_B-1 Line 27		W/S	0.00%	
		Col. (d)				-
51	Common Intangible	ATRR - WP_B-1 Line 28		CE	0.00%	
		Col. (d)				-
52	Common General	ATRR - WP_B-1 Line 29		CE	0.00%	
		Col. (d)				-
53	TOTAL DEPRECIATION AND AMORTIZATION	Sum Lines 48 through 52	-			-
54						
55	TAXES OTHER THAN INCOME	(Note F)				
56	Labor Related	ATRR - WP_D-1 Line 5		W/S	0.00%	
						-
57	Plant Related	ATRR - WP_D-1 Line 9		GTGP	0.00%	
						-
58	Miscellaneous	ATRR - WP_D-1 Line 12	-	NA	0.00%	-
59	TOTAL OTHER TAXES	Sum Lines 56 through 58	-			-
60						
61	INCOME TAXES	(Note G)				
62	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =			0.00%		
63	CIT=(T/1-T) * (1-(WCLTD/R)) =			0.00%		
64	where WCLTD=(line 106) and R= (line 109)					
65	and FIT, SIT & p are as given in Note G.					
66	1 / (1 - T) = (from ln 68)					
				-		
67						
68	TOTAL INCOME TAXES	Line 43 times Line 63	-			-
69						
70	REVENUE REQUIREMENT	Sum Lines (43, 45, 53, 59, 68)	-			-

Line No.	SUPPORTING CALCULATIONS	Reference/Notes	Total	Allocator (Note J)		Total Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
71	TRANSMISSION PLANT INCLUDED IN THE ATRR	(Note H)				
72	Transmission plant	ATRR - WP_B-1 Col (a), Line 3				
73	Transmission related Acquisition Adjustment	ATRR - WP_B-4 Col. (c), Line 15				
74	Total Transmission Plant	Sum Lines 72 through 73				-
75	Eliminate Generator Step-up facilities	ATRR - WP_B-Inputs Est. Line 117				
76	Eliminate Transmission Plant Recovered via ATRR	ATRR Act Col. (3), Line 3 plus Line 25				
76	Transmission plant included in OATT Trans Rate	Sum Lines 74 through 76				-
77	Percent of Transmission Plant in the ATRR	Line 77 divided by Line 74			**GTTP =**	**0.00%**
78						
79	Generation Tie Plant included in Total Gross Plant					
80	Generation Tie Plant	Line 12				-
81	Total Gross Plant	Line 18				-
82					**GTGP =**	**0.00%**
83						
84	WAGES & SALARY ALLOCATOR (W/S)					
85	Production	ATRR Act Col. (3), Line 140		NA	0.00%	-
86	Transmission	ATRR - WP_C-1 Line 31 Col. (b)		GTTP	0.00%	-

87	Regional Market	ATRR Act Col. (3), Line 142		NA	0.00%	-
88	Distribution	ATRR Act Col. (3), Line 143		NA	0.00%	-
89	Other	ATRR Act Col. (3), Line 144		NA	0.00%	-
90	Total	Sum Lines 85 through 89	-			-
91						
92	W/S Allocator	Line 90, Col. Col. (5) divided by Col. Col. (3)			**W/S=**	**0.00%**
93						
94	Common to Electric Transmission Allocator	ATRR Act Col. (5), Line 149				
95		W/S Allocator, Line 92				0.00%
96		Line 94 times Line 95			**CE=**	**0.00%**
97						
98						
99	RETURN	(Note l)	$	%	Cost	Weighted
100	Long Term Debt	ATRR - WP_G-1 Col (n), Line 6		0.00%		0.0000
101	Preferred Stock	ATRR - WP_G-1 Col (n), Line 8	-	0.00%		0.0000
102	Common Stock	ATRR - WP_G-1 Col (n), Line 14		0.00%		0.0000
103	Total	Sum Lines 100 through 102	-		**ROR=**	**0.0000**

General Notes: a) References to data from FERC Form No. 1 are indicated as: page#.line#.col.#

Notes:

A Not Applicable to this page

B All references to ATRR are referring to Attachment O-PSCo of the OATT, or the Annual Transmission Revenue Requirement Template. The rate will be estimated annually each October and trued-up each June and published on OASIS along with the Attachment O-PSCo. The Gen-Tie Use rate year will match the ATRR estimate or actual for the same rate year.

C Gross Plant, Accumulated Depreciation Reserves will be the average of thirteen monthly balances except for the 2018 rate year, which will utilize year end balances. The Gen-Tie depreciation rates are the same as described in Table 25 to the Attachment O-PSCo Transmission Formula Rate Template

D Reflects the BOY/EOY average of the generation tie-related portion of balances in Accounts 281, 282, 283, 190 and 255 as adjusted by any amounts in contra accounts identified as regulatory assets or liabilities related to FASB 106, 109, 133, 158 or FASB Interpretation No. 48. Balance of Account 255 is reduced by prior flow throughs and completely excluded if the utility chose to utilize amortization of tax credits against taxable income as discussed in Note G. The calculation of ADIT for both the true-up and the annual projection will be performed in accordance with IRS regulation Section 1.167(l)-1(h)(6). The 2018 rate year will utilize year end balances.

E The GTGP allocator is applied to the total ATRR Operation and Maintenance (O&M) expense to recover reasonable expenses including overheads, associated with operation, maintenance, and repair of the Gen Tie.

F Includes only FICA, unemployment, property, and other assessments charged in the current year. Taxes related to income are excluded. Franchise taxes are not included in transmission revenue requirement in the Rate Formula Template,

G The currently effective income tax rate, where FIT is the Federal income tax rate; SIT is the State income tax rate, and p = "the percentage of federal income tax deductible for state income taxes".

Inputs Required:			
	FIT =		
	SIT=		(State Income Tax Rate or Composite SIT)
	p =		(percent of FIT deductible for state purposes)

If a change in an income tax rate is known sufficiently in advance to be reflected in the estimated rates that will become effective January 1 for the upcoming formula rate year, PSCo will reflect the new tax rate(s) in the estimated rate calculations for the months in which the new tax rate will be in effect for the formula rate year. Otherwise, such tax change will be captured and reflected in the annual formula true-up by weighting the tax rates in effect during the year by the number of days each such tax rate was in effect.

H Removes the dollars of plant booked to transmission plant that is excluded from the Tariff because it does not meet the Tariff's definition of Transmission Facilities, or is booked to transmission (e.g. step-up transformers) that is included in the development of OATT ancillary service rates, or is otherwise not eligible to be recovered under this Tariff.

I Return on Equity will be equal to the ROE in Attachment O-PSCo. Any change to Attachment O-PSCo ROE requires a filing with the Commission pursuant to Section 205 or 206 filing. If and when the Company issues preferred stock, footnote will indicate the authorizing regulatory agency, the docket/case number, and the date of the authorizing order.

J The calculation of the GTTP Allocator is found on Line 77
The calculation of the GTGP Allocator is found on Line 82
The calculation of the W/S Allocator is found on Line 92
The calculation of the CE Allocator is found on Line 96

K True-up amount and related interest will be included in the calculation of the estimated Revenue Requirement (ATRR) for the Gen Tie Rate rate in the second year subsequent to the rate year.

Public Service Company of Colorado
Twelve Months Ended December 31, XXXX

Schedule 19 Accumulated Deferred Income Tax Proration Adjustment, Table 3 (WP_ADIT Prorate)

Rate Year =

ADIT Associated with Transmission Serving Generation Plant

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Prorated	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity	Partially prorate actual activity above Monthly projection	Partially prorate actual activity below Monthly projection but increases ADIT	Partially prorate actual activity below Monthly projection and is a reduction to ADIT	Partially prorated actual balance
	December 31st Balance - Prorated Items													-
	January	31	335	365	91.78%		-	-	-	-	-	-	-	-
	February	28	307	365	84.11%		-	-	-	-	-	-	-	-
	March	31	276	365	75.62%		-	-	-	-	-	-	-	-
	April	30	246	365	67.40%		-	-	-	-	-	-	-	-
	May	31	215	365	58.90%		-	-	-	-	-	-	-	-
	June	30	185	365	50.68%		-	-	-	-	-	-	-	-

14	July	31	154	365	42.19%		-	-		-	-	-	-	-	-	
15	August	31	123	365	33.70%		-	-		-	-	-	-	-	-	
16	September	30	93	365	25.48%		-	-		-	-	-	-	-	-	
17	October	31	62	365	16.99%		-	-		-	-	-	-	-	-	
18	November	30	32	365	8.77%		-	-		-	-	-	-	-	-	
19	December	31	1	365	0.27%		-	-		-	-	-	-	-	-	
20		Total	2,029	4,380		-	-			-	-	-	-	-		
21																
22	Proration Factor			53.68%												
23																
24																
25	Beginning Balance of Prorated items					(Line 7, Col H)		-					(Line 7, Col N)		-	
26	Ending Balance of Prorated items					(Line 19, Col H)		-					(Line 19, Col N)		-	
27	Average Balance Prorated items					(Average of Line 25 & Line 26)		-					(Average of Line 25 & Line 26)		-	
28	Non-prorated Average Balance					(WP_B-3, Average of Line 26, Cols (a) and (b))		-					(WP_B-3, Average of Line 26, Cols (a) and (b))		-	
29	Proration Adjustment							-							-	

Public Service Company of Colorado
Twelve Months Ended December 31, XXXX

Schedule 19 True-Up Interest Calculation, Table 4

III. Interest Calculation:

			FERC Quarterly	Number of Days	Monthly Interest
1	Month	Year	Interest Rates	in Month	Rate
2	January				0.0000
3	February				0.0000
4	March				0.0000
5	April				0.0000
6	May				0.0000
7	June				0.0000
8	July				0.0000
9	August				0.0000
10	September				0.0000
11	October				0.0000
12	November				0.0000
13	December				0.0000
14	January				0.0000
15	February				0.0000
16	March				0.0000
17	April				0.0000
18	May				0.0000
19	June				0.0000
20	July				0.0000
21	August				0.0000
22	September				0.0000
23	October				0.0000

24	November				0.0000	
25	December				0.0000	
26	Average Monthly Interest Rate				0.0000	
27						
28	Over/Under Recovery Amount (Col (5), ln 1, amount on ARR Gen Tie Actual tab)				$0	
29	Average Monthly Interest Rate (ln 26)				0.0000	
30	Monthly Interest Recovery Amount (ln 28 x ln 29)				$0	
31						
32	Number of Months for Interest Recovery Amount				24	
33						
34	Interest Recovery Amount (ln 32 times ln 30)				$0	**(Input to ATRR Gen Tie Estimate)**

Note:
The interest is calculated pursuant to Section 35.19a using the interest rate posted on the FERC website.
See link to website below.
http://www.ferc.gov/enforcement/acct-matts/interest-rates.asp

ATTACHMENT A-1

Form of Service Agreement For
Short-Term Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ ("Transmission Provider"), and _____ ("Transmission Customer"), all of whom may be referred to individually as "Party" or jointly as "Parties".

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of the Tariff, as it may be amended from time to time, and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:	Transmission Customer:
_____	_____
_____	_____
_____	_____
_____	_____

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ _____ _____
Name Title Date

Transmission Customer:

By: _____ _____ _____
Name Title Date

SPECIFICATIONS FOR SHORT TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE

1. Term of Transaction: See Item 9
   Start Date: See Item 9
   Termination Date: See Item 9

2. Description of capacity and energy to be transmitted by the Transmission Provider including the electric Control Area in which the transaction originates. See Item 9

3. Point(s) of Receipt: See Item 9
   Delivering Party: See Item 9

4. Point(s) of Delivery: See Item 9
   Receiving Party: See Item 9

5. Maximum amount of capacity and energy to be transmitted (Reserved Capacity):
   See Item 9.

6. Designation of party(ies) subject to reciprocal service obligation: See Item 9.

7. Name(s) of Intervening Systems providing transmission service: See Item 9.

8. Service under this agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

   (a) Transmission Charge: See Item 9
   (b) System Impact and/or Facilities Study Charge: See Item 9
   (c) Direct Assignment Facilities Charge: See Item 9
   (d) Ancillary Services Charges: See Item 9
   (e) Local Distribution Facilities Charges: See Item 9

9. Other: Pursuant to the terms of the Tariff, it is the intent of the Transmission Provider and Transmission Customer that upon execution of this Service Agreement certain Firm Transmission Services may be arranged between the Parties as the opportunity occurs. Transactions under this Service Agreement are for a **duration of less than one year**. Such services will only be those transactions that do no require compensation for Direct Assignment Facilities, System Impact Study and/or Facilities Study Agreement costs, Opportunity costs, or Local Distribution Facilities Charges.

   The OASIS Standards and Protocols states that if a Transmission Provider approves a request for service, the Transmission Customer must confirm. Once the Transmission Customer confirms an approved purchase, a reservation is considered to exist. In order for the Transmission Provider to accurately update and manage ATC for other pending requests for firm transmission service, the Transmission Customer must confirm within the following time frames or the request is deemed withdrawn:

Transmission Provider approves request Within _____ before start of service	Customer must confirm within_____ or request is deemed withdrawn

The default times will be as stated below. However, these times may be changed, from time to time, in order to provide for required consistency with reasonable times that are generally accepted in the region and are consistently adhered to by the Transmission Provider.

24 hours or less	One hour
25 – 48 hours	24 hours before transaction begins
2 – 6 days	24 hours
7 – 30 days	72 hours
31 – 90 days	One week
90 days or more	15 days

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

ATTACHMENT A-2

Form of Service Agreement For
Long-Term Firm Point-to-Point Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ ("Transmission Provider"), and _____ ("Transmission Customer"), all of whom may be referred to individually as "Party" or jointly as "Parties".

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.

4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of the Tariff, as it may be amended from time to time, and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

_____

_____

_____

Transmission Customer:

_____

_____

_____

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ Name _____ Title
_____ Date

Transmission Customer:

By: _____ Name _____ Title
_____ Date

Specifications For Long-Term Firm Point-To-Point Transmission Service

1.0 Term of Transaction: _____

Start Date: _____
Termination Date: _____

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

_____

3.0 Point(s) of Receipt: _____
Delivering Party: _____

4.0 Point(s) of Delivery: _____
Receiving Party: _____

5.0 Maximum amount of capacity and energy to be transmitted
(Reserved Capacity): _____

6.0 Designation of party(ies) subject to reciprocal service obligation:
_____
_____
_____

7.0 Name(s) of any Intervening Systems providing transmission service:
_____

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: _____
_____

8.2 System Impact and/or Facilities Study Charge(s):
_____
_____

8.3 Direct Assignment Facilities Charge: _____
_____

8.4 Ancillary Services Charges: _____
_____
_____
_____

ATTACHMENT A-3

**Form of Service Agreement For
Resale, Reassignment Or Transfer of
Point-to-Point Transmission Service**

1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ (the Transmission Provider), and _____ (the Assignee).

2.0 The Assignee has been determined by the Transmission Provider to be an Eligible Customer under the Tariff pursuant to which the transmission service rights to be transferred were originally obtained.

3.0 The terms and conditions for the transaction entered into under this Service Agreement shall be subject to the terms and conditions of Part II of the Transmission Provider's Tariff, except for those terms and conditions negotiated by the Reseller of the reassigned transmission capacity (pursuant to Section 23.1 of this Tariff) and the Assignee, to include: contract effective and termination dates, the amount of reassigned capacity or energy, point(s) of receipt and delivery. Changes by the Assignee to the Reseller's Points of Receipt and Points of Delivery will be subject to the provisions of Section 23.2 of this Tariff.

4.0 The Transmission Provider shall credit the Reseller for the price reflected in the Assignee's Service Agreement or the associated OASIS schedule.

5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

_____

_____

_____

Assignee:

_____

_____

_____

6.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By:
_____ Name _____ Title _____ Date

Assignee:

By:
_____ Name _____ Title _____ Date

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

Specifications For The Resale, Reassignment Or Transfer of
Long-Term Firm Point-To-Point Transmission Service

1.0 Term of Transaction: _____

Start Date: _____

Termination Date: _____

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

_____

3.0 Point(s) of Receipt: _____

Delivering Party: _____

4.0 Point(s) of Delivery: _____

Receiving Party: _____

5.0 Maximum amount of reassigned capacity: _____

6.0 Designation of party(ies) subject to reciprocal service obligation:

_____

_____

_____

_____

7.0 Name(s) of any Intervening Systems providing transmission service:

_____

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: _____

_____

8.2 System Impact and/or Facilities Study Charge(s):

_____

_____

8.3 Direct Assignment Facilities Charge:_____

_____

8.4 Ancillary Services Charges: _____

_____

_____

_____

9.0 Name of Reseller of the reassigned transmission capacity:

_____

ATTACHMENT B

Form of Service Agreement For Non-Firm Point-to-Point Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ ("Transmission Provider"), and _____ ("Transmission Customer") all of whom may be referred to individually as "Party" or jointly as "Parties".

2.0 The Transmission Customer has been determined by the Transmission Provider to be an Eligible Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.

3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.

4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of the Tariff, as it may be amended from time to time, and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

_____

_____

_____

Transmission Customer:

_____

_____

_____

7.0 The Tariff is incorporated herein and made a part hereof.

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By:_____ _____ Title _____ Date
Name

Transmission Customer:

By:_____ _____ Title _____ Date
Name

ATTACHMENT C

Methodology to assess Available Transfer Capability

NSP and SPS System ATC Methodologies:

The NSP Companies are members of the Midwest Independent Transmission System Operator, Inc. (MISO) RTO. Southwestern Public Service Company (SPS) is a member of the Southwest Power Pool (SPP) RTO. All ATC calculations and postings for the NSP Companies' and SPS transmission systems are performed by their respective RTOs and addressed in the RTO tariffs.

PSCo Transmission System ATC Methodology:

Please see PSCo's Available Transfer Capability Implementation Document (ATCID) posted on OASIS for additional information and detail related to the calculation of ATC.

General Overview:

Public Service Company of Colorado (PSCo) is a registered Transmission Provider and Balancing Authority (BA) within the Western Interconnection and the Western Electricity Coordination Council (WECC). The BAs adjacent to PSCo are Western Area Power Administration-Rocky Mountain Region and Public Service Company of New Mexico (PNM). PSCo coordinates its ATC calculations with these neighboring transmission providers as described in the next paragraph. PSCo is also connected asynchronously to the SPS BA in the SPP region through a 345 kV tie line and an AC/DC/AC converter station at Lamar, Colorado. SPS and PSCo are both operating company subsidiaries of Xcel Energy Inc. and coordinate ATC postings for tie line capacity.

PSCo has ownership in the jointly owned western slope transmission facilities extending from the Craig/Hayden area in Northwestern Colorado south to the Four Corners area. PSCo also has ownership in four jointly owned transmission cut planes or TOT paths within Colorado - TOTs 2A, 3, 5, and 7. The TOT path TTC levels are developed through the WECC Three Phase Rating Process and presented in the WECC Path Rating Catalog. The jointly owned TOT paths have contractually defined ownership and transmission utilization percentages which are used to determine PSCo's TTC over these paths. TTC development is in accordance with established WECC and NERC standards. PSCo reserves Transmission Reliability Margin (TRM) for transmission associated with reserve group activations under the Northwest Power Pool (NWPP). At the present time, PSCo is not utilizing Capacity Benefit Margin (CBM) on any of its transmission paths when calculating ATC.

PSCo uses the contract path methodology.

1. Information Concerning ATC Calculation Methodology/Algorithms

a. Definitions:

Available Transfer Capability (ATC) - A measure of the transfer capability remaining in the

transmission network for further commercial activity over and above already committed uses. It is defined as Total Transfer Capability less Existing Transmission Commitments (including retail customer service), less a Capacity Benefit Margin, less a Transmission Reliability Margin, plus Postbacks, plus counterflows.

Available Transfer Capability Implementation Document (ATCID) - A document that describes the implementation of a methodology for calculating ATC or AFC, and provides information related to a Transmission Service Provider's calculation of ATC or AFC.

Capacity Benefit Margin (CBM) - The amount of firm transmission transfer capability preserved by the transmission provider for Load-Serving Entities (LSEs), whose loads are located on that Transmission Service Provider's system, to enable access by the LSEs to generation from interconnected systems to meet generation reliability requirements. Preservation of CBM for an LSE allows that entity to reduce its installed generating capacity below that which may otherwise have been necessary without interconnections to meet its generation reliability requirements. The transmission transfer capability preserved as CBM is intended to be used by the LSE only in times of emergency generation deficiencies

Existing Transfer Commitments (ETC) - Committed uses of a Transmission Service Provider's Transmission system considered when determining ATC or AFC.

Total Transfer Capability (TTC) - The amount of electric power that can be moved or transferred reliably from one area to another area of the interconnected transmission systems by way of all transmission lines (or paths) between those areas under specified system conditions.

Transmission Reliability Margin (TRM) - The amount of transmission transfer capability necessary to provide reasonable assurance that the interconnected transmission network will be secure. TRM accounts for the inherent uncertainty in system conditions and the need for operating flexibility to ensure reliable system operation as system conditions change.

ATC horizons:

The three horizons used by PSCo are:

i. **Scheduling Horizon**: At PSCo this period is defined to be the period of time beginning with the current hour and extending a total of eight hours.

ii. **Operating Horizon:** At PSCo this period begins at end of the Scheduling Horizon and extends through the end of the last hour which unscheduled firm has been released as non-firm ATC as defined in PSCo's OASIS Business Practices.

iii. **Planning Horizon:** This period begins at the end of the Operating

Horizon and extends approximately four years into the future.

b. Mathematical Algorithms Used to Calculate ATC

The formulas used by PSCo to calculate ATC are shown below and in PSCo's ATCID for the Scheduling, Operating and Planning horizons and also posted on the PSCo OASIS site.

Note that CBM and TRM_U are currently zero for the PSCo Balancing Authority Area.

ATC Calculation When calculating firm ATC for an ATC Path for a specified period, PSCo uses the following algorithm:

$$ATC_F = TTC - ETC_F - CBM - TRM + Postbacks_F + counterflows_F$$

Where

ATC_F is the firm Available Transfer Capability for the ATC Path for that period.

TTC is the Total Transfer Capability of the ATC Path for that period.

ETC_F is the sum of existing firm commitments for the ATC Path during that period.

CBM is the Capacity Benefit Margin for the ATC Path during that period.

TRM is the Transmission Reliability Margin for the ATC Path during that period.

$Postbacks_F$ are changes to firm Available Transfer Capability due to a change in the use of Transmission Service for that period, as defined in Business Practices.

$Counterflows_F$ are adjustments to firm Available Transfer Capability as determined by the PSCo and specified in the ATCID.

When calculating non-firm ATC for an ATC Path for a specified period, PSCo uses the following algorithm:

$$ATC_{NF} = TTC - ETC_F - ETC_{NF} - CBM_S - TRM_U + Postbacks_{NF} + counterflows_{NF}$$

Where:

ATC_{NF} is the non-firm Available Transfer Capability for the ATC Path for that period.

TTC is the Total Transfer Capability of the ATC Path for that period.

ETC_F is the sum of existing firm commitments for the ATC Path during that period.

ETC_{NF} is the sum of existing non-firm commitments for the ATC Path during that period.

CBM_S is the Capacity Benefit Margin for the ATC Path that has been scheduled during

that period.

TRM_U is the Transmission Reliability Margin for the ATC Path that has not been released for sale (unreleased) as non-firm capacity by the Transmission Service Provider during that period.

$Postbacks_{NF}$ are changes to non-firm Available Transfer Capability due to a change in the use of Transmission Service for that period, as defined in Business Practices.

$Counterflows_{NF}$ are adjustments to non-firm Available Transfer Capability as determined by the Transmission Service Provider and specified in its ATCID.

ETC Calculation When calculating ETC for firm Existing Transmission Commitments (ETC_F) for a specified period for an ATC Path, PSCo uses the algorithm below:

$$ETC_F = NL_F + NITS_F + GF_F + PTP_F + ROR_F + OS_F$$

Where:

NL_F is the firm capacity set aside to serve peak Native Load forecast commitments for the time period being calculated, to include losses, and Native Load growth, not otherwise included in Transmission Reliability Margin or Capacity Benefit Margin.

$NITS_F$ is the firm capacity reserved for Network Integration Transmission Service serving Load, to include losses, and Load growth, not otherwise included in Transmission Reliability Margin or Capacity Benefit Margin.

GF_F is the firm capacity set aside for grandfathered Transmission Service and contracts for energy and/or Transmission Service, where executed prior to the effective date of a Transmission Service Provider's Open Access Transmission Tariff or "safe harbor tariff."

PTP_F is the firm capacity reserved for confirmed Point-to-Point Transmission Service.

ROR_F is the firm capacity reserved for Roll-over rights for contracts granting Transmission Customers the right of first refusal to take or continue to take Transmission Service when the Transmission Customer's Transmission Service contract expires or is eligible for renewal.

OS_F is the firm capacity reserved for any other service(s), contract(s), or agreement(s) not specified above using Firm Transmission Service as specified in the ATCID.

When calculating ETC for non-firm Existing Transmission Commitments (ETC_{NF}) for all time horizons for an ATC Path PSCo uses the following algorithm:

$$ETC_{NF} = NITS_{NF} + GF_{NF} + PTP_{NF} + OS_{NF}$$

Where:

$NITS_{NF}$ is the non-firm capacity set aside for Network Integration Transmission Service serving Load (i.e., secondary service), to include losses, and load growth not otherwise included in Transmission Reliability Margin or Capacity Benefit Margin.

GF_{NF} is the non-firm capacity set aside for grandfathered Transmission Service and contracts for energy and/or Transmission Service, where executed prior to the effective date of a Transmission Service Provider's Open Access Transmission Tariff or "safe harbor tariff."

PTP_{NF} is non-firm capacity reserved for confirmed Point-to-Point Transmission Service.

OS_{NF} is the non-firm capacity reserved for any other service(s), contract(s), or agreement(s) not specified above using non-firm transmission service as specified in the ATCID.

2. Detailed Explanation of Calculation of Each ATC Component

a. General TTC Calculation Methodology

TTC as used by PSCo is the smaller of (i) the maximum allowable contract capacity or (ii) the reliability limit as determined under (b) below.

b. TTC Calculation Methodology and Assumptions

PSCo uses the approach outlined in NERC Standard MOD-029 or subsequent standards.

The TTC levels are based on the highest achievable flows, on a non-simultaneous basis, which meet WECC and NERC reliability criteria using the appropriate seasonal WECC approved load flow base cases from the WECC databank. The base cases represent each WECC Balancing Authority Areas economically dispatched to meet its load and interchange (including losses). Generation dispatch and load levels are modified in the Colorado area, within seasonal forecast limits, as necessary to maximize TTC for the path under study. Generation dispatch is varied in a power flow analysis within the maximum and minimum units' limits to stress the path under study while still maintaining acceptable voltage profile and respecting thermal constraints in the study cases. As described in more detail in the ATCID and to reflect the impacts of parallel flows, losses, and load assumptions; a power transfer distribution factor may be used as part of the power flow analysis to determine the TTC. For seasonal or Operating Horizon TTC studies, local loads may be varied in the study models to identify real time path transfer limits. System facilities are modeled in their normal configuration for the period under study with facilities known to be out of service represented appropriately. Single contingencies are run on the base case to observe the maximum allowable transfer along the ATC Path while still meeting NERC and WECC criteria for the path under study. For select planned and contingency (unplanned) outages (e.g. N-2 conditions), TTC is developed in advance. Operating guides, Special

Protection System (SPS), or and Non-RAS (non-remedial action scheme) devices that perform automatic post contingency actions based on certain parameters may be used to maintain or increase TTC.

TOT path TTC levels are developed through the WECC Tree Phase Rating Process and presented in the WECC Path Rating Catalog. At least annually, the TOT paths are evaluated by the TOT owners.

Except where otherwise specified within NERC Reliability Standard MOD-029, base case generation and load levels within the updated power flow model are adjusted to determine the TTC (Contingency Limit) that can be simulated on the ATC Path while at the same time satisfying all planning criteria contingencies as follows:

When modeling normal conditions, all Transmission Elements will be modeled at or below 100% of their continuous rating.

When modeling contingencies the system shall demonstrate transient, dynamic and voltage stability, with no Transmission Element modeled above its Emergency Rating.

Uncontrolled separation shall not occur.

Where it is impossible to actually simulate a reliability-limited flow in a direction counter to prevailing flows (on an alternating current Transmission line), set the TTC for the non-prevailing direction equal to the TTC in the prevailing direction. If the TTC in the prevailing flow direction is dependent on a SPS, set the TTC for the non-prevailing flow direction equal to the greater of the maximum flow that can be simulated in the non-prevailing flow direction or the maximum TTC that can be achieved in the prevailing flow direction without use of a SPS.

For ATC Paths whose path rating, adjusted for seasonal variance, was established, known and used in operation since January 1, 1994, and no action has been taken to have the path rated using a different method, or for paths that are not contingency limited, PSCo sets the TTC at that previously established amount (e.g. the FAC-008 rating).

For an ATC Path whose capacity is limited by contract, TTC on the ATC Path is set at the lesser of the maximum allowable contract capacity or the reliability limit as determined by above.

For an ATC Path whose TTC varies due to simultaneous interaction with one or more other paths, a nomogram will be developed describing the interaction of the paths and the resulting TTC under specified conditions.

If feasible and consistent with modeling practices, PSCo shall identify when the TTC for the ATC Path being studied has an adverse impact on the TTC value of any existing path. This is done by modeling the flow on the path being studied at its proposed new TTC level simultaneous with the flow on the existing path at its TTC level while at the same time honoring the reliability criteria outlined above. PSCo shall include the resolution of this adverse impact in its study report for the ATC Path.

Where multiple ownership of Transmission rights exists on an ATC Path, PSCo will allocate

TTC of that ATC Path in accordance with the contractual agreements between the multiple owners of that ATC Path.
PSCo creates a study report that describes the study and posts the results of the study on OASIS. Where three phase fault damping is used to determine stability limits, the report also identifies the percent used and includes justification for use unless specified otherwise in the ATCID.

c. Databases used in TTC Assessments

The TTC of PSCo owned and operated lines are determined using the WECC databank of power flow base cases, which may be updated to represent current information. Peak seasonal forecast base cases are first used with local area load reductions also studied for sensitivity to represent off peak conditions or to maximize path TTC as mentioned above. All facilities are modeled in their normal PSCo configuration for the season under study.

d. Definition of ETC

ETC definition and calculation methodology is described in detail in sections 1a. and 1b. respectively, above.

e. Calculation Methodology Used for Transmission Set Aside

PSCo uses the calculation in 1b to determine ATC and does not set aside additional transmission capacity when calculating ATC.

f. Explanation of AFC Methodology

Not applicable. PSCo does not use an AFC methodology.

g. Explanation of TRM Definition and Methodology

i. Definition and Methodology

PSCo uses the methodology of TRM from the appropriate NERC standards including MOD-008.

TRM is defined in 1a above. PSCo reserves TRM only to support the activation and delivery of operating reserves and does not utilize TRM to address the other contingencies and uncertainties. More specifically, PSCo reserves TRM as needed to request and supply reserves for events in the NWPP. These TRM allocations are based directly on (1) the largest single hazard in the PSCo Balancing Authority, (2) the largest PSCo response to a single hazard amongst PSCo's Level 1 responders, and (3) the supporting applicable entity's reserve deliveries over the paths.

ii. **Databases Used for TRM assessments**

The database used is the applicable entity's reserve requirements, as described by the NWPP Reserve Sharing Group's Program Documentation and supporting information, plus the WECC databank of approved power flow cases. Power flow studies are run on the most recent WECC

case to evaluate the delivery and supply of contingency reserves for the TRM assessment.

h. Narrative Explanation of CBM Practice

PSCo has established CBM of zero on all transmission paths. Calculation of CBM needs is based upon the requirements of NERC Reliability Standard MOD-004-1.

Proposed Effective Date: 6-8-2021
Approved Effective Date: 7-26-2021

ATTACHMENT D

Methodology for Completing a System Impact Study For Transmission Service Requests

The Transmission Provider will respond to a valid application for Firm Transmission Service by performing studies, when necessary, that assess the impact of providing the requested service on the Transmission Provider's Transmission System, and identify, to the degree practicable, any significant impacts on other transmission systems. The assessment of the impact will take into account the Transmission Provider's reliability requirements to serve its Native Load and Network Customers, prior contractual commitments and previously submitted applications for Firm Transmission Service under this Tariff.

The Transmission Provider will perform the system impact study using Good Utility Practice and the engineering and operating principles, standards, guidelines and criteria of the Transmission Provider, the applicable Regional Reliability Council, any entity of which the Transmission Provider is a member and is approved by the Commission to promulgate or apply regional or national reliability planning standards that may exist in the future. Principal measures used to gauge the impact of the requested Firm Transmission Service on the Transmission Provider's Transmission System will include pre- and post-contingency transmission element loadings and bus voltage levels, dynamic stability, and voltage stability. Evaluations will be performed simulating appropriate combinations of load level and generation pattern in accordance with established Regional Reliability Council planning and operating standards.

Impacts on the Transmission Provider's Transmission System will be computed by the Transmission Provider using powerflow models initially developed by the Regional Reliability Council. Models developed by the Regional Reliability Council use transmission system data submitted by members and include committed new facilities and reported firm transfers in the base case. The Transmission Provider will modify the Regional Reliability Council models as needed to include additional detail, additional firm transfers, or other more current information on the transmission system. Transmission Service related System Impact Studies will evaluate the impact of the transaction on the Transmission System and neighboring utility systems by stressing generation in study pockets impacted by the transaction. The stressed generation dispatch assumptions used for these studies is posted on OASIS. When performing System Impact Studies, the Transmission Provider will also identify whether the availability of transmission service is dependent upon construction of committed new facilities represented in the base case. The procedures in Section 20 shall apply if the new facilities are not constructed as assumed in the base case or are delayed.

The Regional Reliability Council prepares power flow models that represent system conditions up to ten years into the future. The Transmission Provider will select power flow models for study that most closely align themselves with the service commencement date and the period of the requested Firm Transmission Service while considering the date on which the case was created.

Where operating guides are expected to be used or can be used to increase the available transmission transfer capability for network service requests, implementation of such guides will be simulated if such use is consistent with the Transmission Provider's use of operating guides. If the operating procedure is to be exercised in another control area, the Applicant for

transmission service will need to contact the other control area to determine the general availability of the operating procedure.

If the system impact study indicates that additions or upgrades to the Transmission Provider's Transmission System are needed to supply the Applicant's service request, the Applicant may exercise any of the options outlined in Section 19 or 32 of the Tariff for Point to Point or Network Transmission Service Respectively.

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

ATTACHMENT E

Index of Point-To-Point Transmission Service Customers

See Transmission Provider's Electric Quarterly Report at the following Internet Address:

http://www.ferc.gov/docs-filing/eqr/data/spreadsheet.asp

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

ATTACHMENT F

Form of Service Agreement For
Network Integration Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ ("Transmission Provider"), and _____ ("Network Customer") all of whom may be referred to individually as "Party" or jointly as "Parties".

2.0 The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.

3.0 The Network Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.

4.0 The Network Customer and the Transmission Provider have completed all necessary technical arrangements in accordance with the provisions of Sections 29.3 and 29.4 of the Tariff.

5.0 The Network Customer has executed a Network Operating Agreement with the Transmission Provider in accordance with Section 35.2 of the Tariff.

6.0 Service under this agreement shall commence on the later of: (1) _____, or (2) the date on which construction of any Direct Assignment Facilities, Network Upgrades, and/or Local Distribution Facilities are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on _____.

7.0 The Transmission Provider agrees to provide and the Network Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff and this Service Agreement, as they may be amended from time to time.

8.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

_____

_____

_____

Network Customer:

_____

_____

_____

9.0 The Tariff, specifications for Network Integration Transmission Service, and Network Operating Agreement are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ Name _____ Title
_____ Date

Network Customer:

By: _____ Name _____ Title
_____ Date

Specifications for Network Integration
Transmission Service

1.0 Term of Network Service: _____
Start Date: _____
Termination Date: _____

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:
_____

3.0 Network Resources:
_____
_____
_____
_____
_____
_____
Total Network Resources: _____

4.0 Network Loads:
_____
_____
_____
_____
_____
_____
Total Network Loads:_____

5.0 Designation of party(ies) subject to reciprocal service obligation:
_____
_____
_____

6.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

6.1 Load Ratio Share of Annual Transmission Revenue Requirement:
_____

6.2 System Impact and/or Facilities Study Charge(s):

_____
_____

6.3 Direct Assignment Facilities Charge:

_____

6.4 Local Distribution Facilities Charge:

_____

6.5 Ancillary Services Charges:

_____
_____
_____
_____
_____
_____

ATTACHMENT G

Form of Network Operating Agreement

[**Note:** It may be necessary to include additional provisions or revise the provisions of this Network Operating Agreement to take into account the particular circumstances of a Network Customer. Northern States Power Companies ("NSP"), Public Service Company of Colorado ("PSCo") and Southwestern Public Service Company ("SPS") therefore reserve the right to modify this form of Network Operating Agreement for individual Transmission Customers.]

This Network Operating Agreement, dated as of _____, is made and entered by and between _____ ("Transmission Provider"), and _____ ("Network Customer") all of whom may be referred to individually as "Party" or jointly as "Parties".

WHEREAS, The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under Part III of the Tariff; and

WHEREAS, The terms and conditions under which the Network Customer shall operate its facilities, and the technical and operational matters associated with implementation of Part III of the Tariff are to be specified in this Network Operating Agreement in accordance with Section 35.2 of the Tariff;

NOW THEREFORE, In consideration of the mutual agreements set forth below, the Network Customer and the Transmission Provider agree as follows:

1.0 Purpose of Agreement and General Requirements

By this agreement, the Transmission Provider and Network Customer agree that the provisions of this Network Operating Agreement ("NOA") and the Network Integration Transmission Service Agreement ("Service Agreement") govern the Transmission Provider's provision of Network Integration Transmission Service to the Network Customer in accordance with the Open Access Transmission Tariff ("Tariff"), as it may be amended from time to time. This NOA requires the Parties to: (i) operate and maintain equipment necessary for incorporating the Network Customer within the Transmission Provider's Transmission System including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment; (ii) transfer data including, but not limited to, heat rates, fuel costs, and operational characteristics of Network Resources, generation schedules for Network Resources, interchange schedules, unit outputs for redispatch required under Section 33 of the Tariff, voltage schedules, loss factors and other real time data, between their respective control centers; (iii) use software programs required for data links and constraint dispatching;

(iv) exchange data on forecasted loads and resources necessary for planning and operation; and (v) address any other technical and operational considerations required for implementation of the Tariff, including scheduling protocols.

The Network Customer shall: (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Council ("NERC") and the applicable regional reliability council; (ii) satisfy its control area requirements, including the provision of all Ancillary Services, by contracting with the Transmission Provider; or (iii) satisfy its Control Area requirements, including all Ancillary Services and/or Interconnected Operations Services ("IOS"), by providing them itself or by contracting with another entity that can satisfy those requirements in a manner that is consistent with Good Utility Practice and satisfies the standards of NERC and the regional reliability council. The Network Customer shall plan, construct, operate and maintain its facilities and Transmission System in accordance with Good Utility Practice, which shall include, but not be limited to, all applicable guidelines of NERC and the regional reliability council, as they may be modified from time to time and any generally accepted practices in the region that are consistently adhered to by the Transmission Provider.

Unless specified herein, capitalized terms shall refer to terms defined in the Tariff. When the terms Load Responsibility, Regulating Margin, Most Severe Single Contingency ("MSSC"), First Contingency, Spinning Reserves, Supplemental Reserves and Operating Reserves are used in this NOA, the regional reliability council definitions of those terms apply.

The Network Customer acknowledges that the Transmission Provider may revise this NOA as necessary to incorporate changes to the Transmission Provider's Control Area requirements and the Network Customer shall conform and operate according to the revised NOA.

2.0 Network Operating Committee

(a) Membership - The Network Operating Committee shall be composed of representatives from the Network Customers taking service under the Tariff and the Transmission Provider.

(b) Responsibilities - The Network Operating Committee shall: (1) adopt rules and procedures consistent with this NOA and the Tariff governing operating and technical requirements necessary for implementing the Tariff; (2) review Network Resources and Network Loads on an annual basis in order to assess the adequacy of the Transmission System; and (3) obtain from the Transmission Provider the Transmission Provider's operating policies, procedures, and guidelines for network interconnection and operation, (4) adopt standards for provision of Ancillary Services and/or IOS, and develop non-compliance procedures and penalties.

(c) Authority - The Network Operating Committee will not have any authority to modify or bypass the Transmission Provider's Open Access Transmission Tariff or the Service Agreements under such Tariff. The Network Operating

Committee, through their actions, will ensure that the reliability criteria of NERC and the regional reliability council are met.

3.0 Regulation and Frequency Response

The Network Customer shall meet its proportional share of Regulating Margin by either: (a) purchasing Regulation and Frequency Response Service from the Transmission Provider pursuant to Schedule 3 of the Tariff; or (b) contributing or arranging to have a third party contribute generating resources to meet the Regulating Margin requirement for the current year as follows:

If the Network Customer is located within the PSCo or NSP Control Areas, Network Customer must contribute generating resources in the amount specified in Schedule 3 of the Tariff.

If the Network Customer is located within the SPS Control Area, Customer must contribute generating resources according to the following formula:

$$NCRMR = \frac{CARM \times NC\ maximum\ demand}{CA\ maximum\ demand}$$

CA:	Control Area
CARM:	Control Area Regulating Margin
NC:	Network Customer
NCRMR:	Network Customer Regulating Margin Requirement

Should the Network Customer's load include major loads not conforming to the general pattern of the control area's load, i.e., arc furnace load, additional Regulating Margin may be required to be provided by the Network Customer.

A Network Customer that meets it proportional share of Regulating Margin by Alternative (b) above shall also meet the requirements of Section 5.0 below.

4.0 Operating Reserve

The Network Customer shall meets its proportional share of Operating Reserve by either: (1) purchasing Operating Reserve Services from the Transmission Provider pursuant to Schedules 5 and 6 of the Tariff; or (2) meeting or arranging to have a third party meet the Operating Reserve requirement. A Network Customer that meets its proportional share of Operating Reserve by alternative (2) above shall also meet the requirements of Section 5.0 below. The Operating Reserve requirement is as specified by the regional reliability council as implemented by the Transmission Provider. Inasmuch as the Transmission Provider is obligated to meet these requirements, as they may be modified from time to time, the Network Customer recognizes and agrees that its proportional share of the Operating Reserve requirement may change to reflect such modification.

In order to facilitate the use of Operating Reserve, the Network Customer shall have available unloaded reserve firm transmission capacity at least equal to that Operating Reserve amount. Such transmission may be loaded with interruptible energy so that,

upon interruption of the energy, transmission service is available to replace such energy from the Operating Reserve.

5.0 **Requirements to Contribute to System Regulation and Operating Reserve**

The Network Customer shall operate its generating resources in a manner similar to that of the Transmission Provider including following voltage schedules, providing free governor response, meeting power factor requirements at the point of interconnection with the Transmission Provider's system, and such other criteria as may be developed by the Transmission Provider, the Network Operating Committee, or required by the NERC and the regional reliability council. The Network Customer shall pay the cost of modification of Transmission Provider's computer hardware and software to accommodate the Network Customer's contribution to Regulating Margin and Operating Reserve. Any resources used by the Network Customer to meet its proportional share, whether the Network Customer's Network Resources or a third party's generating resources, shall meet the same requirements as the Transmission Provider's generating resources used to meet the Regulating Margin and Operating Reserve requirements, including, but not limited to, automatic generation control capability, ramp rate, and governor response, and are subject to random testing, and if applicable, a monthly start-up test.

6.0 Redispatch to Manage Transmission System Constraints

If the Transmission Provider determines that redispatching Network Resources, including reductions in off-system purchases, to relieve an existing or potential transmission system constraint is the most effective way to ensure the reliable operation of the Transmission System, the Transmission Provider will redispatch the Transmission Provider's and the Network Customer's Network Resources on a least-cost basis, without regard to the ownership of such resources. The Transmission Provider will apprise the Network Customer of its redispatch practices and procedures as they may be modified from time to time.

The Network Customer will submit verifiable incremental and decremental cost data for its Network Resources that estimates the cost to the Network Customer of changing the generation output of each of its Network Resources to the Transmission Provider. These costs will be used, along with similar data for the Transmission Provider's resources, as the basis for least-cost redispatch. The Transmission Provider's grid operation staff will keep this data confidential, including from the Transmission Provider's marketing staff. If the Network Customer experiences changes to its costs, the Network Customer must submit those changes to the Transmission Provider's energy control center. The Transmission Provider will implement least-cost redispatch consistent with its existing contractual obligations and its current practices and procedures for its own resources. The Network Customer is obligated to respond immediately to requests for redispatch from the Transmission Provider's energy control center.

Once redispatch has been implemented, the Transmission Provider will book in a separate account costs incurred by both the Transmission Provider and the Network Customer based on the submitted incremental and decremental costs. The Transmission Provider and the Network Customer will each bear a proportional share of

the total redispatch cost based on their then-current Load Ratio Shares. The Transmission Provider will bill or credit the Network Customer's monthly bill as appropriate.

7.0 Maintenance of Facilities

(a) The Network Operating Committee shall establish procedures to coordinate the maintenance schedules of the generating resources and transmission and substation facilities, to the greatest extent practicable, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service. By November 1 of each year, the Network Customer shall provide to the Transmission Provider the maintenance schedules and planned outages of each Network Resource for the next five years. Thirty (30) days in advance of each annually forecasted maintenance outage, the Network Customer shall provide the Transmission Provider confirmation of such outage. Such information shall include, but not be limited to, the expected time the unit will be separated from the system and the time at which the unit is available for (1) parallel operation, (2) loading, and (3) if applicable, to be put on automatic generation control.

(b) The Network Customer shall obtain: (1) concurrence from the Transmission Provider at least 72 hours before beginning any scheduled maintenance of its facilities; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a Network Resource, transmission line, or substation. The Network Customer shall immediately notify the Transmission Provider at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end. The Network Customer shall notify and coordinate with the Transmission Provider prior to reparalleling the Network Resource, transmission line, or substation.

(c) Maintenance schedules will be posted on an electronic bulletin board or communicated via the data link.

8.0 Load Shedding

(a) The Parties shall implement load shedding programs to maintain the reliability and integrity of the Control Area, as provided in Section 33.6 of the Tariff. Load shedding shall include: (1) automatic load shedding: (2) manual load shedding; or (3) rotating interruption of customer load. The Transmission Provider will order load shedding to maintain the relative sizes of load served, unless otherwise required by circumstances beyond the control of the Transmission Provider or the Network Customer. Automatic load shedding devices will operate without notice. When manual load shedding or rotating interruptions are necessary, the Transmission Provider shall notify the Network Customer's dispatchers or schedulers of the required action and the Network Customer shall comply immediately.

(b) The Network Customer shall, at its own expense, provide, operate, and maintain

in service underfrequency load-shedding equipment. The Network Customer's equipment shall be: (1) compatible and coordinated with the Transmission Provider's load shedding equipment; and (2) set for the amount of load to be shed with frequency trips and tripping times as coordinated in the regional reliability council. In the event that Transmission Provider modifies the load-shedding system, the Network Customer shall, at its own expense, make changes to the equipment and setting of such equipment, as required. The Network Customer shall test and inspect the load-shedding equipment within ninety (90) days of taking Network Integration Transmission Service under the Tariff and at least once each year thereafter, and provide a written report to the Transmission Provider. The Transmission Provider may request a test of the load-shedding equipment with reasonable notice.

9.0 Recognition of Flow of Power and Energy

(a) The Parties recognize that: (1) the Transmission provider's Transmission System is, and will be, directly or indirectly interconnected with transmission systems owned or operated by others; (2) the flow of power and energy between such systems will be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated; and (3) part of the power and energy being delivered under this NOA may flow through such other systems rather than through the facilities of the Transmission Provider. The Network Operating Committee shall, from time to time as necessary, determine methods and take reasonably appropriate action to assure maximum delivery of power and energy at the points of receipt and delivery and at such additional or alternate points of receipt and delivery as may be established by the Parties.

(b) Each Party will at all times cooperate with other interconnected systems in establishing arrangements or mitigation measures to minimize operational impacts on each other's systems.

(c) Each Party recognizes that a Party's proposed new interconnection or modification of an existing interconnection between that Party's system and the system of a third party, may cause adverse anticipated effects on the system of the other Party. The Party making such interconnection or modification shall minimize, or otherwise compensate for, adverse operational effects to the Party's system.

10.0 Service Conditions

The Parties recognize that operating and technical problems may arise in the control of the frequency and in the flow of real and reactive power over the interconnected transmission systems. The Network Operating Committee may adopt operating rules and procedures as necessary to assure that, as completely as practical, the delivery and receipt of real and reactive power and energy hereunder shall be accomplished in a manner that causes the least interference with such interconnected systems.

A Network Customer interconnecting with the Transmission Provider's Transmission

System is obligated to follow the same practices and procedures for interconnection and operation that the Transmission Provider uses for its own load and resources.

Where the Network Customer purchases Ancillary Services and/or IOS from third parties, the Network Customer shall have the responsibility to secure contractual arrangements with such third parties that are consistent with the Tariff, this Network Operating Agreement, and any applicable rules and procedures of the Network Operating Committee.

11.0 Data, Information and Reports

(a) The Network Customer shall, upon request, provide the Transmission Provider with such reports and information concerning its network operation as are reasonably necessary to enable the Transmission Provider to operate its Transmission System adequately.

(b) Scheduling: Hourly transactions from outside of the Transmission Provider's Control Area, in whole megawatts, are prescheduled. Hourly transactions and forecasts of generation and load from within the Transmission Provider's Control Area, in megawatts, are prescheduled. Schedules can be changed consistent with the practices in the regional reliability councils.

The Network Customer shall notify the Transmission Provider of intended imports into the Control Area for the next normal business day(s) by voice no later than _____. No later than _____ of each normal business day, the Network Customer shall finalize import preschedules by voice and transmit all the preschedules and forecasts in a format and using a method specified by the Transmission Provider. The Network Customer shall update the preschedules and forecasts before _____. Such preschedules and forecasts shall include, as applicable: (i) each import into or export out of the Control Area; (ii) each power purchase and sale from within the Control Area; (iii) losses; (iv) generation from each Network Resource; (v) Network Load at each point designated in Section 4.0 of the Specifications for Network Integration Transmission Service attached to the Service Agreement; (vi) Regulating Margin; (vii) Spinning and Supplemental Reserve from each Network Resource; (viii) Spinning and Supplemental Reserve purchased from the Transmission Provider or each third party; (ix) the Network Customer's MSSC; (x) available capacity from each Network Resource; (xi) transmission service associated with each preschedule and forecast; (xii) incremental and decremental cost data for Network Resources; and (xiii) other information, as required by the Transmission Provider.

(c) Annual Forecast: By January 10 of each year, the Network Customer shall update its load and resource forecast pursuant to Section 29.2 and 31.6 of the Tariff by providing the Transmission Provider with a non-binding typical weekday and typical weekend forecast in a format specified by the Transmission Provider.

(d) Monthly Forecast; Five (5) days before the end of the month, the Network Customer shall update the forecast for the following month specifying purchases, generation, maximum demand, total monthly energy, and Operating Reserve Service from the Transmission Provider or third party.

(e) The Network Customer shall telemeter to the Transmission Provider information including but not limited to watts, vars, generator status, generator breaker status, generator terminal voltage and high side transformer voltage, unless otherwise agreed.

(f) The Network Customer shall provide generating resource characteristics to the Transmission Provider as necessary to implement redispatch, and constraint and reserve management.

12.0 Metering

(a) The Network Customer shall have the obligation to install and maintain revenue meters and communication equipment compatible with the Transmission Provider's meter reading system. Revenue quality meters shall be installed at the point of interconnection between the Network Customer's facility and the Transmission Provider's system. The meters shall measure and record both real power (watts) and reactive power (vars) flow in both directions. Meters installed at a point other than the point of delivery shall be adjusted for the appropriate line and/or transformer losses.

(b) The Transmission Provider shall read or retrieve meter data on the first work day after the end of each billing cycle or such other data as may be required to carry out the provision of the Tariff. The Transmission Provider shall process the meter data and determine energy imbalances, accounting, and billing using such meter data

(c) The meter owner shall test revenue meters for power deliveries at least once a year and within ten (10) business days after a request by the other Party. The other Party will be afforded the opportunity to be present during the meter test. For meters owned by the Transmission Provider, the Network Customer may request a meter test by calling the Transmission Provider's Network Operating Committee representative and shall pay for the cost of the requested test if the meter has been tested within the previous twelve months. The Parties present at the meter test shall estimate the amount of capacity and energy transferred during the meter test. The meter owner shall immediately repair, adjust, or replace any meter or associated equipment found to be defective or inaccurate. An inaccurate meter is one that exceeds two percent (2%) plus or minus, of the calibrated standards.

(d) The Transmission Provider shall adjust the recorded data to compensate for the effect of an inaccurate meter. Such adjustment shall be made for a maximum period of thirty (30) days prior to the date of the test or to the period during which such inaccuracy may be determined to have existed, whichever period is shorter.

No adjustment prior to the beginning of the next preceding month shall be made except by agreement of the Parties. Should any meter fail to register, the Transmission Provider shall estimate, from the best information available, the demand created, energy flow, and var flows during the period of the failure. The Transmission Provider shall, as soon as possible, correct the Network Customer's bills affected by the inaccurate meter. That correction, when made, shall constitute full adjustment of any claim arising out of the inaccurate meter for the period of the correction.

13.0 Communications

(a) The Network Customer shall, at its own expense, install and maintain communication links for scheduling. One communication link may be used for data transfer and the other link shall be used for voice communication.

(b) A Network Customer contributing to Regulating Margin and Operating Reserve requirements or securing the requirements from a third party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) and the Transmission Provider.

14.0 Notice

Any notice or request made to or by either Party regarding this NOA shall be made to the representative of the other Party as indicated in the Service Agreement.

15.0 Term

The term if this NOA shall be concurrent with the term of the Network Customer's Service Agreement for Network Integration Transmission Service as it may be amended from time to time.

16.0 Entire Agreement

The Tariff and the Service Agreement as they are amended from time to time are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this NOA and the terms of the Open Access Transmission Tariff, the tariff shall control.

17.0 Assignment

This NOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, but shall not be assigned by either Party without the written consent of the other, except to a successor to all or substantially all of the electric properties and assets of such Party.

IN WITNESS WHEREOF, the Parties have caused this Network Operating Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ Name _____ Title
_____ Date

Network Customer:

By: _____ Name _____ Title
_____ Date

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

ATTACHMENT H

Annual Transmission Revenue Requirement
For Network Integration Transmission Service

Service by Northern States Power Companies:

1) The Annual Transmission Revenue Requirement for purposes of the Network Integration Transmission Service shall be $130,000,000.

Service by Public Service Company of Colorado:

2) The Annual Transmission Revenue Requirement for purposes of the Network Integration Transmission Service shall be calculated using the rate formula set forth in Attachment O of this tariff. The results of the formula calculation shall be posted on the PSCo OASIS by October 1 of each calendar year and shall be effective on January 1 of such year. The Annual Transmission Revenue Requirement will be as identified on Table 2 of the PSCo rate formula, line 6.

FERC Annual Charge Fee recovery: An administrative charge shall be applied to all transmission services in the PSCo zone to recover the cost of the Commission annual charge (Annual Charge) under Part 382 of the Commission's regulations. The Commission issues the invoice for the Annual Charge to PSCo based on its megawatt-hours (MWH) of transmission of electric energy in interstate commerce as reported in FERC Form 582. The charge factor or billing rate for PSCo is calculated by the FERC on its Annual Charge invoice and is identified on Table 2, line 21 of the PSCo formula rate data posted on the PSCo OASIS. Xcel Energy shall file the posted Annual Charge with the Commission, as part of its annual informational filing. The posted Annual Charge billing rate shall then be billed for all MWH of transmission service to the individual Transmission Customer during each formula rate year. No Transmission Customer shall request that the Annual Charge billing rates be placed into effect subject to suspension or refund or that the Commission otherwise condition recovery of such FERC Annual Charge. However, each such Transmission Customer reserves its rights, if any, to challenge, or seek refunds concerning any such FERC Annual Charge to the extent such FERC Annual Charge does not reflect a simple and accurate pass-through of the FERC Annual Charge.

Service by Southwestern Public Service Company

3) The Annual Transmission Revenue Requirement (ATRR) for purposes of the Network Integration Transmission Service shall be calculated using the rate formula set forth in Attachment O - SPS of this tariff. The ATRR will be as identified on page 1 of the SPS rate formula, line 6. The Annual Formula Rate Implementation Procedures applicable to such ATRR and rate formula shall be as set forth in Appendix 1 to Attachment O-SPS.

SPP Administrative Charge recovery: An administrative charge shall be applied to all transmission service in the SPS zone to recover SPS's payment of the

Southwest Power Pool (SPP) Administrative Charges (Schedule 1-A to the SPP regional open access transmission tariff (SPP OATT)) associated with such loads or services. For Network Integration Transmission Service, this charge shall be up to $0.20 per MW per hour for the applicable monthly customer network load for all hours of the applicable month. This will be a direct pass through of the actual SPP Administrative Charge assessed to SPS for grandfathered transmission service loads in the SPS zone.

FERC Annual Charge Recovery: An administrative charge shall be applied to all transmission services in the SPS zone to recover the cost of the Commission annual charge (Annual Charge) under Part 382 of the Commission's regulations. For service in the SPS zone, the Commission issues the invoice for the Annual Charge to Southwest Power Pool (SPP) based on all megawatt-hours (MWH) of transmission of electric energy in interstate commerce as reported by SPP on FERC Form 582. SPP bills SPS each month under Schedule 12 of the SPP OATT for all load in the SPS zone not otherwise directly billed by SPP. The charges to a customer in the SPS zone will be a direct pass through of the charges to SPS under Schedule 12 of the SPP OATT related to the customer's load. The current billing rate for SPS shall be posted on the SPS page of the SPP OASIS. Xcel Energy shall file the posted Annual Charge with the Commission. No Transmission Customer that was an active party to Docket No. ER04-1174-000, et al., shall request that the Annual Charge billing rates be placed into effect subject to suspension or refund or that the Commission otherwise condition its acceptance of such billing rates. However, each such Transmission Customer reserves its rights, if any, to protest, seek conditions on, or seek refunds concerning any such filing to the extent such filing goes beyond a pass-through of the FERC Annual Charge or does not do so accurately.

SPP Base Plan Upgrade Charges Recovery: Transmission costs paid to the SPP by SPS for which the Transmission Customer under the Xcel Energy OATT receives a benefit, such as the payment of Base Plan Upgrade Charges assigned to the Transmission Provider's zone and allocable to the Transmission Customer. Charges related to Base Plan Upgrades, Future Roll-ins, and replacement of Existing Facilities are to be included. Direct Assignment Facilities, Economic Upgrades, Requested Upgrades and generator related Network Upgrades are to be excluded.

Limitations

The amount in (1) shall be effective until amended by the Transmission Provider or modified by the Commission.

For the PSCo System: The Return on Common Equity, depreciation rates or amortization periods; and the Post-Employment Benefits Other Than Pension pursuant to Statement of Financial Accounting Standards No. 106, Employers' Accounting for Post-Employment Benefits Other Than Pension (PBOP) charges provided for in the rate formula referred to in (2) shall not be changed, until such time that these values are changed as directed by the Commission following a filing pursuant to FPA Section 205 or 206. The Return on Common Equity shall not be changed effect prior to July 1, 2012; however, a Transmission Customer taking service on the PSCo Transmission System will have the right to petition the Commission pursuant to Section 206 of the Federal Power Act to lower the Return on Common Equity used in such rate formula at any time on or after July 1, 2012. Recovery of extraordinary property losses and abandoned plant shall be included in rate base and shall be amortized in the rate formula referred to in (2) only after FERC has authorized the amounts and the amortization periods.

For the SPS System: The Return on Common Equity, depreciation rates or amortization periods; and the actual 2009 Post-Employment Benefits Other Than Pension pursuant to Statement of Financial Accounting Standards No. 106, Employers' Accounting for Post-Employment Benefits Other Than Pension (PBOP) charges provided for in the rate formula referred to in (3) shall not be changed, until such time that these values are changed except as directed by the Commission following a filing pursuant to FPA Section 205 or 206. Recovery of extraordinary property losses and abandoned plant shall be included in rate base and shall be amortized in the rate formula referred to in (3) only after FERC has authorized the amounts and the amortization periods.

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

ATTACHMENT I

Index of Network Integration Transmission Service Customers

See Transmission Provider's Electric Quarterly Report at the following Internet Address:

http://www.ferc.gov/docs-filing/eqr/data/spreadsheet.asp

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

ATTACHMENT J

Procedures for Addressing Parallel Flows

Northern States Power (NSP) Companies and Southwestern Public Service Company (SPS):

NSP and SPS shall implement curtailment of transmission service in accordance with the currently effective North American Electric Reliability Corporation Transmission Loading Relief (TLR) Procedures on file and accepted by the Commission.

Public Service Company of Colorado (PSCo):

PSCo shall implement curtailment of transmission service in accordance with Western Electricity Coordinating Council (WECC) Standard IRO-STD-006-0, Qualified Path Unscheduled Flow Relief, or successor regional standard approved by the Commission.

ATTACHMENT K

Form of System Impact Study Agreement

This Study Agreement, dated as of _____, is made and entered by and between _____ (the Transmission Provider), and _____ (the Applicant).

WHEREAS The Transmission Provider is a utility operating company providing electric service in the state(s) of _____; and

WHEREAS, The Applicant has been determined by the Transmission Provider to be an Eligible Transmission Customer under Part I of the Tariff; and to have a Completed Application for either Firm Point-To-Point Transmission Service under Part II of the Tariff, or Network Integration Transmission Service under Part III of the Tariff; and

WHEREAS, The Applicant has provided to the Transmission Provider an Application deposit in accordance with the provisions of either Section 17.3 or Section 29.2 of the Tariff; and

WHEREAS, The Transmission Provider must determine: (a) the adequacy of the Transmission Provider's transmission system to accommodate the Applicant's request for transmission service; and/or (b) any required network upgrades; and/or (c) the estimated costs of direct assignment facilities, network upgrades or opportunity costs associated with providing the requested service.

NOW THEREFORE, In consideration of the mutual agreements set forth below, the Applicant and the Transmission Provider agree as follows:

1.0 Performance of Study

The Transmission Provider agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the System Impact Study for the Applicant. The Transmission Provider shall use its sole discretion as to the scope, details and methods used to perform the Study.

The Applicant agrees to compensate the Transmission Provider in accordance with Sections 7.0 and 8.0 of this Study Agreement. The Applicant will provide information as requested by the Transmission Provider.

2.0 Scope of Study

The Transmission Provider and the Applicant shall meet before or as soon as practical after execution of this Agreement to: (a) review the application and any known issue that could affect the scope of the study; and (b) develop a scope of study. The location of the meeting shall be telephonic, electronic or at the Transmission Provider's offices unless another location is mutually agreed to.

The results of this study shall determine whether adequate capacity will be available on the Transmission Provider's transmission system to provide the _____MW of ___

transmission service, from _____ to _____ for the period of _____ through _____ requested by the Applicant. If adequate transmission capacity is not available on the Transmission Provider's transmission system to provide the service requested by the Applicant, the results of this study shall determine what transmission capacity is available, by what amount the transmission capacity available falls short of the Applicant's request and the cause of the transmission capacity limitations and options to alleviate the constraint(s). The study [WILL/WILL NOT] evaluate planning redispatch. The study [WILL/WILL NOT] evaluate conditional curtailment (only applicable for Point-to-Point requests).

Factors to be considered in determining the capacity availability on the Transmission Provider's transmission system will include but not be limited to:

1. Steady state power flow study results;
2. Stability study results;
3. NERC, Regional Reliability Council and the Transmission Provider's system design criteria;
4. Transmission transfer capability of the existing system;
5. Transmission transfer capability of the system after the request is added;
6. Reliability requirements of the Transmission Provider and the Applicant; and
7. Type and term of the Service requested.

3.0 Study Standards

The study procedure will use Good Utility Practice and the engineering and operating principles, standards, guidelines and criteria of the Transmission Provider, the Regional Reliability Council of which the Transmission Provider is a member, any entity of which the Transmission Provider is a member and is approved by the Commission to promulgate or apply regional or national planning and reliability standards (such as a regional transmission group, RTG), NERC or any similar organization that may exist in the future of which the Transmission Provider is then a member.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the Transmission Provider’s transmission system operation, reliability and transfer capability.

4.0 Schedule for Completion

The Transmission Provider will complete the System Impact Study and provide study results to the Applicant within a period not to exceed sixty (60) days after this Agreement is fully executed, unless the complexity of the application or the number of applications from others reasonably requires additional time. If additional time is required, the Transmission Provider shall notify the Applicant on a timely basis and provide an estimate of the time needed to reach a final determination.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of the Transmission Provider. All studies, computer input and output data, planning, operating and other documents, workpapers, assumptions and

any other material that forms the basis for determining the constraints shall remain in the files of the Transmission Provider, but copies shall be made available and supplied to the Applicant if requested.

6.0 Nondisclosure of Information

The Applicant shall consider all information provided by the Transmission Provider and all supporting work papers resulting from the Transmission Provider's performance of the services to be proprietary unless such information is available from public sources. The Applicant shall not publish or disclose proprietary information for any purpose without the prior written consent of the Transmission Provider.

7.0 Information Requests

The Transmission Provider may desire additional information regarding the Applicant's proposed transactions on the Transmission Provider's Transmission System. The Applicant shall furnish within ten (10) days, written responses to reasonable requests for information submitted by the Transmission Provider.

8.0 Rates

The Applicant will be charged the current salary or wage rates including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by the Transmission Provider. Typical expenses include, but are not limited to:

- Subcontracted services.
- Long distance telephone calls
- Computer operating time at established rate
- Printing and reproduction expense.
- Reasonable travel and living expense.

The estimated charge for performing the System Impact Study is $_____. This estimated charge is based on the Transmission Provider's estimate of the actual cost, and time for the completion of the System Impact Study.

9.0 Payments

The Applicant shall advance 50% of the estimated cost of the study when the Study Agreement is executed. The remaining actual cost to perform the study shall be due at the completion of the study and review of the study with the Applicant. The Transmission Provider will refund any amount paid by the Applicant in excess of actual costs.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

Transmission Provider:

_____
_____
_____
_____

Applicant:

_____
_____
_____
_____

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a U.S. Postal Service receipt of mail or evidence of delivery by a private express mail service.

11.0 Choice of Law

This Agreement shall be governed by the laws of the State of _____.

12.0 Force Majeure

The Transmission Provider shall not be considered to be in default of the provisions of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the Transmission Provider could not avoid. The term uncontrollable forces shall mean any event which results in the prevention or delay of performance by the Transmission Provider of its obligations under this Agreement and which is beyond the control of the Transmission Provider. The term uncontrollable forces includes, but is not limited to, fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, or person for any of the supplies, materials, accesses, or services required to be provided by the Transmission Provider under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial constraint. The provisions of this article shall not be interpreted or construed to require the Transmission Provider to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. the Transmission Provider shall give timely written notice to the Applicant describing the circumstances of uncontrollable forces which prevent the fulfillment of obligation of this Agreement. The Transmission Provider shall give timely written notice to the Applicant that the uncontrollable forces which prevented the fulfillment of obligations of this Agreement are no longer present and work has resumed on those obligations.

13.0 Indemnity

The Applicant shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, 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 Transmission Provider's performance of its obligations under this agreement on behalf of the Applicant, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or

unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Entire Agreement

This Agreement supersedes any and all proposals and/or understandings, oral and written, between the parties hereto and constitutes their sole and only Agreement regarding the System Impact Study provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ Name _____ Title
_____ Date

Applicant:

By: _____ Name _____ Title
_____ Date

ATTACHMENT K-1

Form of Delivery Point (Load Interconnection)
System Impact and Facility Study Agreement

This Study Agreement, dated as of _____, is made and entered by and between _____ (the Transmission Provider), and _____ (the Applicant).

WHEREAS The Transmission Provider is a utility operating company providing electric service in the state of Colorado; and

WHEREAS, The Applicant has been determined by the Transmission Provider to be an Eligible Transmission Customer under Part I of the Tariff; to have a completed application for a Transmission Interconnection, and to have submitted a request to add a new load Delivery Point on OASIS (See Section 31.4 of the Tariff); and

WHEREAS, The Applicant is a current Transmission Customer or has applied for transmission service in connection with the specific new delivery point or load to be interconnected; and

WHEREAS, The Transmission Provider must determine: (a) the adequacy of the Transmission Provider's transmission system to accommodate the Applicant's request for a new load Delivery Point; and/or (b) any required direct assignment facilities, network upgrades; and/or (c) the estimated costs of such direct assignment facilities, network upgrades.

NOW THEREFORE, In consideration of the mutual agreements set forth below, the Applicant and the Transmission Provider agree as follows:

1.0 Performance of Study

The Transmission Provider agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the System Impact Study for the Applicant. The Transmission Provider shall use its sole discretion as to the scope, details and methods used to perform the Study.

The Applicant agrees to compensate the Transmission Provider in accordance with Sections 7.0 and 8.0 of this Study Agreement. The Applicant will provide information as requested by the Transmission Provider.

2.0 Scope of Study

A meeting between the Transmission Provider and the Applicant shall be held as soon as practical either before or after execution of this Agreement to: (a) review the application and any known issue that could affect the scope of the study; and (b) develop a scope of study. This study may pair a new delivery point with new or modified Network Resources. The location of the meeting shall telephonic, electronic, or at the Transmission Provider's offices unless another location is mutually agreed to.

System Impact Study: Factors to be considered in determining the capacity availability on the Transmission Provider's transmission system will include but not be limited to:

1. Steady state power flow study results;
2. Stability study results;
3. NERC, Regional Reliability Council and the Transmission Provider's system design criteria;
4. Transmission transfer capability of the existing system;
5. Transmission transfer capability of the system after the request is added;
6. Reliability requirements of the Transmission Provider and the Applicant; and
7. Type and term of the Service requested.

A System Impact Study Report meeting between the Transmission provider and Applicant shall be held upon the completion of the System Impact Study phase. The meeting shall discuss the results of the System Impact Study and determine if the Applicant wishes to continue with the Facilities Study. Applicant will confirm in writing the desire to move forward with a Facilities Study within fifteen (15) days of such report meeting.

Facility Study: Factors to be considered in determining the facilities to be added to the Transmission Provider’s transmission system will include, but not be limited to:

1. System Impact Study results;
2. Load characteristics;
    a. Demand;
    b. Pattern;
    c. Harmonics;
    d. Transients;
    e. Flicker; and
    f. Motor starting needs;
3. Transmission transfer capability of the existing system;
4. Transmission transfer capability on the system after the facilities are added;
5. Reliability of the existing system;
6. Reliability requirements of the Transmission Provider and the Applicant;
7. Power Quality;
8. Cost to the Transmission Provider and the Applicant;
9. Time required to construct the facilities;
10. Type and term of the service requested;
11 The Applicant's requested schedule; and
12. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested.

3.0 Study Standards

The study procedure will use Good Utility Practice and the engineering and operating principles, standards, guidelines and criteria of the Transmission Provider, the Regional Reliability Council of which the Transmission Provider is a member, any entity of which the Transmission Provider is a member and is approved by the Commission to promulgate or apply regional or national planning and reliability standards (such as a regional transmission group, RTG), NERC or any similar organization that may exist in the future of which the Transmission Provider is then a member.

In all cases, system addition(s) to the facilities shall maintain or improve the

Transmission Provider's transmission system operation, reliability and transfer capability.

4.0 Schedule for Completion

The Transmission Provider will use reasonable efforts to complete the System Impact Study and provide study results to the Applicant within a period not to exceed sixty (60) days after the Agreement is fully executed, unless the complexity of the application or the number of applications from others reasonably requires additional time. If additional time is required, the Transmission Provider shall notify the Applicant on a timely basis and provide an estimate of the time needed to reach a final determination.

The Transmission Provider will also use reasonable efforts to complete the Facilities Study and provide study results to the Applicant within a period not to exceed sixty (60) days after the Transmission Provider receives the Applicant's confirmation to move forward with the Facilities Study, unless the complexity of the application or the number of applications from others reasonably requires additional time. If additional time is required, the Transmission Provider shall notify the Applicant on a timely basis and provide an estimate of the time needed to reach a final determination.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of the Transmission Provider. All studies, computer input and output data, planning, operating and other documents, workpapers, assumptions and any other material that forms the basis for determining the constraints shall remain in the files of the Transmission Provider, but copies shall be made available and supplied to the Applicant if requested, subject to appropriate confidentiality agreements and Article 6.0 below.

6.0 Nondisclosure of Information

The Applicant shall consider all information provided by the Transmission Provider and all supporting work papers resulting from the Transmission Provider's performance of the services to be proprietary unless such information is available from public sources. The Applicant shall not publish or disclose proprietary information for any purpose without the prior written consent of the Transmission Provider.

7.0 Information Requests

The Transmission Provider may desire additional information regarding the Applicant's proposed transactions on the Transmission Provider's Transmission System. The Applicant shall furnish within ten (10) days, written responses to reasonable requests for information submitted by the Transmission Provider.

8.0 Rates

The Applicant will be charged the current salary or wage rates including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by the Transmission Provider. Typical expenses include, but are not limited to:

- Subcontracted services.
- Long distance telephone calls
- Computer operating time at established rate

- Printing and reproduction expense.
- Reasonable travel and living expense.

The estimated charge for performing the System Impact Study is $_____. This estimated charge is based on the Transmission Provider's estimate of the actual cost, and time for the completion of the System Impact Study. The estimated charge for the Facilities Study shall be provided in the System Impact Study Report and shall be discussed at the report meeting.

9.0 Payments

The Applicant shall advance 50% of the estimated cost of the study when the Study Agreement is executed. The remaining actual cost to perform the study shall be due at the completion of the study and review of the study with the Applicant. The Transmission Provider will refund any amount paid by the Applicant in excess of actual costs.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

Transmission Provider:

_____
_____
_____
_____

Applicant:

_____
_____
_____
_____

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a U.S. Postal Service receipt of mail or evidence of delivery by a private express mail service.

11.0 Choice of Law

This Agreement shall be governed by the laws of the State of Colorado.

12.0 Force Majeure

The Transmission Provider shall not be considered to be in default of the provisions of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the Transmission Provider could not avoid. The term uncontrollable forces shall mean any event which results in the prevention or delay of performance by the Transmission Provider of its obligations under this Agreement and which is beyond the control of the Transmission Provider. The term uncontrollable forces includes, but is not limited to, fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage,

inability to procure permits, licenses, or authorizations from any state, local, or federal agency, or person for any of the supplies, materials, accesses, or services required to be provided by the Transmission Provider under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial constraint. The provisions of this article shall not be interpreted or construed to require the Transmission Provider to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. the Transmission Provider shall give timely written notice to the Applicant describing the circumstances of uncontrollable forces which prevent the fulfillment of obligation of this Agreement. The Transmission Provider shall give timely written notice to the Applicant that the uncontrollable forces which prevented the fulfillment of obligations of this Agreement are no longer present and work has resumed on those obligations.

13.0 Indemnity

The Applicant shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, 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 Transmission Provider's performance of its obligations under this agreement on behalf of the Applicant, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Entire Agreement

This Agreement supersedes any and all proposals and/or understandings, oral and written, between the parties hereto and constitutes their sole and only Agreement regarding the System Impact Study provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ Name _____ Title
_____ Date

Applicant:

By: _____ Name _____ Title
_____ Date

ATTACHMENT L

Form of Facilities Study Agreement

This Study Agreement, dated as of _____, is made and entered by and between _____ (the Transmission Provider), and _____ (the Applicant).

WHEREAS The Transmission Provider is a utility operating company providing electric service in the state(s) of _____; and

WHEREAS, The Applicant has been determined by the Transmission Provider to be an Eligible Transmission Customer under Part I of the Tariff; and to have a Completed Application for either Firm Point-To-Point Transmission Service under Part II of the Tariff, or Network Integration Transmission Service under Part III of the Tariff; and

WHEREAS, The Applicant has provided to the Transmission Provider an Application deposit in accordance with the provisions of either Section 17.3 or Section 29.2 of the Tariff; and

WHEREAS, The Transmission Provider must determine: (a) the adequacy of the Transmission Provider's transmission system to accommodate the Applicant's request for transmission service; and/or (b) any required network upgrades; and/or (c) the estimated costs of direct assignment facilities, network upgrades or opportunity costs associated with providing the requested service.

NOW THEREFORE, In consideration of the mutual agreements set forth below, the Applicant and the Transmission Provider agree as follows:

1.0 Performance of Study

The Transmission Provider agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the Facility Study for the Applicant to determine necessary additions to the Transmission Provider’s transmission system to provide the requested Transmission Service. The Transmission Provider shall use its sole discretion as to the scope, details and methods used to perform the Study.

The Applicant agrees to compensate the Transmission Provider in accordance with Sections 7.0 and 8.0 of this Study Agreement. The Applicant will provide information as requested by the Transmission Provider.

2.0 Scope of Study

A meeting between the Transmission Provider and the Applicant shall be held as soon as practical after the Completion of the System Impact Study to: (a) review the application, the System Impact Study, and any known issue that could affect the scope of the study; and (b) develop a scope of study. The location of the meeting shall be telephonic, electronic, or at the Transmission Provider's offices unless another location is mutually agreed to.

The results of the study shall be considered preliminary in nature and shall serve as the basis for detailed engineering design of the identified facilities. The study will identify facilities required to deliver the _____ MW of transmission service, from _____ to _____ for the period of _____ through _____ that the Applicant has requested, the estimated cost to upgrade facilities, and a facilities construction schedule.

The costs to the Applicant and the Transmission Provider shall be based on actual costs as incurred in the design and construction of the identified facilities.

Factors to be considered in determining the facilities to be added to the Transmission Provider's transmission system will include, but not be limited to:

1. System Impact Study results;
2. Load characteristics;
   a. Demand;
   b. Pattern;
   c. Harmonics;
   d. Transients;
   e. Flicker; and
   f. Motor starting needs;
3. Transmission transfer capability of the existing system;
4. Transmission transfer capability on the system after the facilities are added;
5. Reliability of the existing system;
6. Reliability requirements of the Transmission Provider and the Applicant;
7. Power Quality;
8. Cost to the Transmission Provider and the Applicant;
9. Time required to construct the facilities;
10. Type and term of the service requested;
11 The Applicant's requested schedule; and
12. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested.

3.0 <u>Engineering Standards</u>

The facility design proposed in the study will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedience. 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 a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the Transmission Provider's transmission system operation, reliability and transfer capability.

4.0 Schedule for Completion

The Transmission Provider will complete the Facilities Study, provide study results to the Applicant within a period not to exceed sixty (60) days from the date of a fully executed Agreement, unless the complexity of the application or the number of applications from others, reasonably requires additional time. If additional time is required, the Transmission Provider shall notify the Applicant on a timely basis and provide an estimate of the time needed to reach a final determination.

5.0 Results of Study

A formal report containing results of the Facilities Study will be issued. The following sections will be included as applicable:

1. Summary;
2. General descriptions of the existing and proposed facilities;
3. Transmission sources;
4. Substation configurations;
5. System capabilities;
6. System reliability;
7. Power quality;
8. Costs to the Transmission Provider and the Applicant;
9. Construction schedule; and
10. Summary of permits, licenses and approvals required for construction to commence.

6.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of the Transmission Provider. All studies, computer input and output data, planning, operating and other documents, workpapers, assumptions, and any other material that forms the basis for determining the constraints shall remain in the files of the Transmission Provider, but copies shall be made available and supplied to the Applicant if requested.

7.0 Nondisclosure of Information

The Applicant shall consider all information provided by the Transmission Provider and all supporting work papers resulting from the Transmission Provider's performance of the services to be proprietary unless such information is available from public sources. The Applicant shall not publish or disclose proprietary information for any purpose without the prior written consent of the Transmission Provider.

8.0 Information Requests

The Transmission Provider may desire additional information regarding the Applicant's proposed transactions on the Transmission Provider's transmission system. The Applicant shall furnish within ten (10) days, written responses to reasonable requests for information submitted by the Transmission Provider.

9.0 Rates

The Applicant will be charged the current salary or wage rates including overheads for

the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by the Transmission Provider. Typical expenses include, but are not limited to:

- Subcontracted services.
- Long distance telephone calls
- Computer operating time at established rate
- Printing and reproduction expense.
- Reasonable travel and living expense.

10.0 Payments

The Applicant shall advance 50% of the estimated cost of the study when the Study Agreement is executed. The remaining actual cost to perform the study shall be due at the completion of the study and review of the study with the Applicant. The Transmission Provider will refund any amount paid by the Applicant in excess of actual costs.

11.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

Transmission Provider:

_____
_____
_____
_____

Applicant:

_____
_____
_____
_____

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a U.S. Postal Service receipt of mail or evidence of delivery by a private express mail service.

12.0 Choice of Law

This Agreement shall be governed by the laws of the State of _____.

13.0 Force Majeure

The Transmission Provider shall not be considered to be in default of the provisions of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the Transmission Provider could not avoid. The term uncontrollable forces shall mean any event which results in the prevention or delay of performance by the Transmission Provider of its obligations under this Agreement and which is beyond the control of the Transmission Provider. The term uncontrollable forces includes, but is not limited to, fire, acts of God,

flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, or person for any of the supplies, materials, accesses, or services required to be provided by the Transmission Provider under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial constraint. The provisions of this article shall not be interpreted or construed to require the Transmission Provider to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. the Transmission Provider shall give timely written notice to the Applicant describing the circumstances of uncontrollable forces which prevent the fulfillment of obligation of this Agreement. The Transmission Provider shall give timely written notice to the Applicant that the uncontrollable forces which prevented the fulfillment of obligations of this Agreement are no longer present and work has resumed on those obligations.

14.0 Indemnity

The Applicant shall at all times indemnify, defend, and save the Transmission Provider harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, 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 Transmission Provider's performance of its obligations under this Agreement on behalf of Applicant, except in cases of negligence or intentional wrongdoing by the Transmission Provider.

15.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

16.0 Entire Agreement

This Agreement supersedes any and all proposals and/or understandings, oral and written, between the parties hereto and constitutes their sole and only Agreement regarding the Facilities Study provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ Name _____ Title
_____ Date

Applicant:

By: _____ Name _____ Title
_____ Date

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

ATTACHMENT M

Methodology for Allocating Transmission Revenues Among Utility Operating Companies

If more than one Xcel Transmission Provider provides transmission service for a single transaction, the revenues received will be allocated among NSP, PSCo, and SPS as follows:

Schedules 1, 2, 3, 4, 5, and 6 Revenue:

100% to the Transmission Provider that provides delivery of the power to the load or out of the Xcel System.

Schedule 7 or 8 Revenue:

Allocated to the Transmission Providers that provided transmission service in proportion to the respective Transmission Providers' revenue requirements.

ATTACHMENT N

Standard Large Generator Interconnection Procedures – Revised ("Revised LGIP")

Applicable to Generating Facilities that exceed 20 MWs connecting to the Transmission System

of

Public Service Company of Colorado

Note: For further information regarding a large generation interconnection to the transmission system of any of the Xcel Energy Operating Companies, please consult the currently effective "Interconnection Guidelines For Transmission Interconnected Producer-Owned Generation Greater than 20 MW" available at the Xcel Energy Inc. website

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Section 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. If a requirement due date lands on a Saturday, Sunday or Federal Holiday, the requirement is due the next Business Day.

Cluster shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies.

Cluster Study shall mean an Interconnection Study evaluating one or more Interconnection Requests.

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

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

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

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

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

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

Customer Engagement Window shall have the meaning set forth in Section 4.2.1 of the Revised LGIP.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Definitive Interconnection Study Process ("Definitive Interconnection Study") shall mean the complete definitive study process inclusive of the DISIS Request Window, Customer Engagement Window, Definitive Interconnection System Impact Study, and the Interconnection Facilities Study. Both the Resource Solicitation Cluster and the DISIS Cluster are processed under the Definitive Interconnection Study.

Definitive Interconnection System Impact Study ("DISIS") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of the Transmission System and, if applicable, an Affected System.

Definitive Interconnection System Impact Study Agreement ("DISIS Agreement") shall mean the form of agreement contained in Appendix 2 of the Revised LGIP for conducting the Definitive Interconnection System Impact Study.

Definitive Interconnection System Impact Study Cluster ("DISIS Cluster") shall mean an engineering study that evaluates the impact of the proposed interconnection(s) on the safety and reliability of Transmission System and, if applicable, an Affected System.

DISIS Request Window shall have the meaning set forth in Section 4.2.1 of the Revised LGIP.

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

Distribution System shall mean 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 shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to 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 the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

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

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's

Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

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

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

Existing Generating Facility shall mean a Generating Facility that is currently in-service or under construction with an unsuspended interconnection agreement.

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

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

Financial Security shall have the meaning set forth in Section 7.7.1 of the Revised LGIP.

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

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Generating Facility may consist of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online or taken offline individually.

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.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generation Replacement shall mean replacement of one or more generating units and/or storage devices at an Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected. The replacement facility may be of a different fuel type or a combination of different fuel types.

Generator Replacement Interconnection Facilities Study shall mean a study to determine a list of facilities to grant an Interconnection Customer's request to interconnect a Replacement Generating Facility, the cost of those facilities, and the time required to interconnect those facilities. The scope of the study is defined in Section 3.9.4 of the Standard Large Generator Interconnection Procedures.

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, or any Affiliate thereof.

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

Informational Interconnection Study shall mean an analysis based on assumptions specified by Interconnection Customer in the Informational Interconnection Study Agreement.

Informational Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5.5 of the Revised LGIP for conducting the Informational Interconnection Study.

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

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

Interconnection Customer shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to

interconnect its Generating Facility with the Transmission Provider's Transmission System or represents an Existing Generating Facility.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities (e.g. for generator interconnection).

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Interconnection Facilities may be shared by more than one Generating Facility in a Cluster.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Definitive Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the Revised LGIP.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 3 of the Revised LGIP for conducting the Interconnection Facilities Study.

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

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

Interconnection Study shall mean any of the following studies: : the Replacement Impact Study, the Reliability Assessment Study, Generator Replacement Interconnection Facilities Study, the Informational Interconnection Study, the Definitive Interconnection System Impact

Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures or Revised LGIP.

Interconnection Study Agreement shall mean any of the following agreements: the Informational Interconnection Study Agreement, the Definitive Interconnection System Impact Study Agreement, or the Interconnection Facilities Study Agreement described in the Standard Large Generator Interconnection Procedures or Revised LGIP.

IRS shall mean the Internal Revenue Service.

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

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

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

Material Modification shall mean (1) modification to an Interconnection Request in the Queue or a not yet in-service Generating Facility with an LGIA that has a material adverse impact on the cost or timing of any other Interconnection Request with a later or equal Queue Position or (2) a planned modification to an Existing Generating Facility that has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

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

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

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the

Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

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

OASIS shall mean the Transmission Provider's Open Access Same-Time Information System.

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

Permissible Technological Advancement shall mean modification to equipment that (1) results in electrical performance that is equal to or better than the electrical performance expected prior to the technology change, (2) does not cause any reliability concerns, (3) does not degrade the electrical characteristics of the generating equipment (e.g., the ratings, impedances, efficiencies, capabilities, and performance of the equipment under steady-state and dynamic conditions) and (4) does not have a material impact on the cost or timing of any Interconnection Request with a later queue priority date, and is therefore not a Material Modification. A Permissible Technological Advancements is a change in equipment that may achieve cost or grid performance efficiencies that may include turbines, inverters, plant supervisory controls or other devices that may affect a generating facility's ability to provide ancillary services but does not include changes in generation technology type of fuel type.

Phase ("Phase 1, Phase 2, Phase 3, or Phase 4") shall mean a distinct part of the Definitive Study Process as described in Section 7.

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

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Provisional Interconnection Service shall mean interconnection service provided by Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the

Point of Interconnection, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

Provisional Interconnection Study shall mean an analysis based on assumptions specified in the Provisional Interconnection Study Agreement.

Provisional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5.2 of the Standard Large Generator Interconnection Procedures for conducting the Provisional Interconnection Study.

Provisional Large Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between Transmission Provider and/or the Transmission Owner and the Interconnection Customer. This agreement shall take the form of the Large Generator Interconnection Agreement, modified for provisional purposes.

Queue shall mean a queue for valid Interconnection Requests for the Definitive Interconnection Study Process.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Interconnection Study Process. The Queue Position is established based upon the date and time Interconnection Customer satisfies all of the requirements of Section 7.2 of this Attachment N to enter the Definitive Study Process.

Readiness Milestone(s) shall have the meaning set forth in Section 7.7 of the Revised LGIP.

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

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generation Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.9 of this Revised LGIP.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generation Replacement on the reliability of the Transmission System.

Revised LGIP shall mean the Large Generator Interconnection Process as described in this Attachment N.

Resource Plan shall mean any process authorized or required by Applicable Laws and Regulations for, *inter alia*, the selection of Generating Facilities.

Resource Planning Entity shall mean any entity required to develop a Resource Plan or conduct a Resource Solicitation Process.

Resource Solicitation Cluster shall mean a Cluster Study associated with a Resource Plan or related process.

Resource Solicitation Process shall mean any process authorized or required by Applicable Laws and Regulations for the acquisition of Network Resources.

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

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

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

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

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

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

Surplus Interconnection Study shall mean an analysis based on assumptions specified by the Interconnection Customer in the Surplus Interconnection Study Agreement.

Surplus Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5.3 of the Standard Large Generator Interconnection Procedures for conducting the Surplus Interconnection Study.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

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

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

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Transmission Provider’s Interconnection Facilities may be shared by more than one Generating Facility in a given Study.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission 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.

Withdrawal Penalty shall have the meaning set forth in Section 3.7.1 of the Revised LGIP.

Section 2. Scope and Application.

2.1 Application of Revised LGIP.

Sections 2 through 12 apply to processing an Interconnection Request pertaining to a Large Generating Facility, including, but not limited to, a Generating Facility Modification that may constitute a Material Modification to the operating characteristics of an Existing Generating Facility, or a Replacement Generating Facility.

A request for a Replacement Generating Facility shall be evaluated pursuant to Section 3.9 of the LGIP.

A request for Generating Facility Modification for an Existing Generating Facility must be submitted to and coordinated with the Transmission Provider to allow the Transmission Provider to determine whether the proposed modification constitutes a Material Modification. If the Transmission Provider determines that the proposed Generating Facility Modification is a Material Modification, then the Generating Facility Modification request shall be submitted as a separate Interconnection Request pursuant to Section 3.4 of the LGIP for that Generating Facility Modification. Such separate Interconnection Request shall be assigned a new Queue Position and proceed through the study process in the same manner as an Interconnection Request for a new Generating Facility.

As provided in Attachment P to the Tariff, Small Generating Facilities that are not eligible for the fast track process will be processed in a single Queue with Large Generating Facilities. Additionally, Small Generating Facilities requesting NRIS shall be processed under this Revised LGIP.

2.2 Comparability.

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

2.3 Base Case Data.

Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on either its OASIS site or a password-protected website subject to confidentiality provisions in Revised LGIP Section 12.1. In addition, Transmission Provider shall maintain network models and underlying assumptions on either its OASIS site or a password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent Interconnection Study and be representative of current system conditions. If Transmission Provider posts this information on a password-protected website, a link to the information must be provided on Transmission Provider's OASIS site. Transmission Provider is permitted to require that Interconnection Customers, OASIS site users and password-protected website users sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the applicable authority.

2.4 No Applicability to Transmission Service.

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

Section 3. Interconnection Requests.

3.1 General.

An Interconnection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 to this Revised LGIP, an application fee of $5000, and a study deposit of:

a. $75,000 for requests of less than 50 MW, or

b. $150,000 for requests of 50 MW and greater, but less than 200 MW, or

c. $250,000 for requests of 200 MW and greater.

Transmission Provider shall apply the study deposit toward the cost of the Definitive Interconnection Study Process. Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests. Interconnection Customers evaluating different options (such as different sizes, sites or voltages) are encouraged but not required to use the Informational Interconnection Study Process (please see Section 9) before entering the Definitive Interconnection Study Process.

At Interconnection Customer's option, Transmission Provider and Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer shall select the definitive Point of Interconnection to be studied no later than the execution of the Definitive System Impact Study Agreement. For purposes of clustering Interconnection Service requests, Transmission Provider may make reasonable changes to the requested Point(s) of Interconnection to facilitate efficient interconnection of Interconnection Customers at common points of interconnection. Transmission Provider shall notify Interconnection Customers in writing of any intended changes to the requested Point(s) of Interconnection and the Point(s) of Interconnection shall only change upon mutual agreement.

Interconnection Customer may request a level of Interconnection Service below the Generating Facility Capacity. These requests for Interconnection Service shall be studied at the level of Interconnection Service requested for purposes of Interconnection Facilities and Network Upgrades, and associated costs, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by the Interconnection Customer. If after the additional studies are complete, Transmission Provider determines that additional Network Upgrades are necessary, then Transmission Provider must: (1) specify which additional Network Upgrade costs are based on which studies; and (2) provide a detailed explanation of why the additional Network Upgrades are necessary. Any Interconnection Facility and/or Network Upgrade costs required for safety and reliability also will be borne by the Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 6 of the LGIA. The necessary control technologies and protection systems shall be established in Appendix C of the executed, or requested to be filed unexecuted, LGIA.

The expected Commercial Operation Date of a Replacement Generating Facility shall be no more than three (3) years from the date of cessation of operation of the Existing Generating Facility or four (4) years from the date a unit is determined as an unplanned (forced) outage. If the requested period of time between the cessation of Commercial Operation of the Existing Generating Facility and expected Commercial Operation Date of the Replacement Generating Facility greater than three or four years as described in the preceding sentence, the request shall be treated as an Interconnection Request for a new Generating Facility.

3.2 Identification of Types of Interconnection Services.

At the time the Interconnection Request is submitted, Interconnection Customer must request either Energy Resource Interconnection Service or Network Resource Interconnection Service, as described below. Interconnection

Customer may designate only one type of Interconnection Service for each separate Interconnection Request in the Queue. The type of Interconnection Service must be finalized on submission of the executed Definitive System Impact Study Agreement and may only be changed after the start of the Definitive Study Process between Phase 2 and Phase 3 of the Definitive Interconnection Study Process and only if a Cluster must be re-studied in Phase 3 (See Section 7.4) and otherwise may not be changed.

3.2.1 Energy Resource Interconnection Service.

3.2.1.1 The Product.

Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an “as available” basis. Energy Resource Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.1.2 The Study.

The study consists of short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The short circuit/fault duty analysis would identify direct Interconnection Facilities required and the Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed Large Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Large Generating Facility without requiring additional Network Upgrades.

3.2.2 Network Resource Interconnection Service.

3.2.2.1 The Product. Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility**:** (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market**-**based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated as a Network Resource, up to the Large Generating Facility's full output, on the same basis

as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. If the Transmission Provider has not been notified pursuant to Section 29.2 of Part III of the Tariff that Interconnection Customer's proposed Generating Facility is to be designated as a Network Resource within Transmission Provider's Control Area, the Interconnection Customer must provide the point of delivery or the geographic location on PSCo's system at which Interconnection Customer intends to deliver output out of Transmission Provider's Control Area.

3.2.2.2 The Study. The Interconnection Study for Network Resource Interconnection Service shall assure that Interconnection Customer's Large Generating Facility meets the requirements for Network Resource Interconnection Service and**,** as a general matter, that such Large Generating Facility's interconnection is also studied with Transmission Provider's Transmission System at peak load, under a variety of severely stressed conditions, to determine whether, with the Large Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on Transmission Provider's Transmission System, consistent with Transmission Provider's reliability criteria and procedures. This approach assumes that some portion of existing Network Resources' output is displaced by the output of Interconnection Customer's Large Generating Facility. Network Resource Interconnection Service in and of itself does not convey any right to deliver electricity to any specific customer or Point of Delivery. The Transmission Provider may also study the Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the Transmission Provider must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.3 Utilization of Surplus Interconnection Service.

Transmission Provider's process below allows an Interconnection Customer to utilize or transfer Surplus Interconnection Service at an existing Point of Interconnection. The original Interconnection Customer or one of its affiliates shall have priority to utilize Surplus Interconnection Service. If the existing Interconnection Customer or one of its affiliates does not exercise its priority, then that service may be made available to other potential Interconnection Customers.

3.3.1 Surplus Interconnection Service Requests.

Surplus Interconnection Service requests may be made by the existing Interconnection Customer whose Generating Facility is already interconnected or one of its affiliates. Surplus Interconnection Service requests also may be made by another Interconnection Customer. Section 3.3.2 provides a process for evaluating Interconnection Requests for Surplus Interconnection Service. Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original System Impact Study is not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the Existing Generating Facility associated with the request for Surplus Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary.

3.3.2 Process for Evaluating Surplus Interconnection Requests and Obtaining Surplus Interconnection Service.

The following process will be used for evaluating and obtaining Surplus Interconnection Service.

An existing (original) Interconnection Customer whose Generating Facility is already interconnected may choose to, but is not required to, make Surplus Interconnection Service available to potential Interconnection Customers. The original Interconnection Customer retains the ability to use, either for themselves, for an affiliate, or for sale to a third party of their choosing, any Surplus Interconnection Service. The original Interconnection Customer may (a) stipulate the amount of Surplus Interconnection Service that is available, (b) designate when that service is available, and (c) describe any other conditions under which Surplus Interconnection Service at the point of interconnection may be used.

If the original Interconnection Customer makes Surplus Interconnection Service available at its Point of Interconnection, Transmission Provider shall work with the original Interconnection Customer (and the requesting Interconnection Customer, if different) to evaluate that Surplus Interconnection Service. Transmission Provider may accept third-party studies demonstrating no adverse impact to the Transmission Provider's Transmission System, but may require its own or additional studies at its discretion. Transmission

Provider will use available studies to the extent applicable. If a Generating Facility interconnected prior to the issuance of Order No. 2003 and does not have an existing Large Generator Interconnection Agreement, it shall be considered to have Interconnection Service up to its installed capacity for purposes of the offering of Surplus Interconnection Service.

The requesting Interconnection Customer shall execute a Surplus Interconnection Study Agreement to evaluate Surplus Interconnection Service in the form of Appendix 5.3, and the Interconnection Customer requesting Surplus Interconnection Service shall be responsible for the cost of such study. Transmission Provider shall study Surplus Interconnection Service outside of the Queue and shall make reasonable efforts to complete the study within sixty (60) days of executing the Surplus Interconnection Study Agreement including the study deposit and receiving data required to perform the study.

Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original System Impact Study is not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the Existing Generating Facility associated with the request for Surplus Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary. Surplus Interconnection Service is only available up to the amount that can be accommodated without requiring new Network Upgrades.

Transmission Provider, original Interconnection Customer, and Surplus Interconnection Customer shall develop a Surplus Interconnection Agreement and other agreements as necessary and file such agreements with the Commission. Such agreements shall, among other things, establish conditions such as the term of operation, the interconnection service limit, and the mode of operation for energy production (i.e., common or singular operation) and the roles and responsibilities of the parties for maintaining the operation of the facility within the parameters of the surplus interconnection service agreement.

Transmission Provider is not required to execute an Interconnection Agreement for Surplus Interconnection Service if the agreements do

not meet the definition set forth in their tariff or if the customer does not agree to the terms of such service, including any requirements that may be identified by the Transmission Provider in the studies for Surplus Interconnection Service. If the Surplus Interconnection Customer disputes an issue in the Interconnection Agreement for Surplus Interconnection Service, Transmission Provider must file the unexecuted Surplus Interconnection Service Agreement with the Commission if requested to do so by the Surplus Interconnection Customer.

3.4 Valid Interconnection Request.

3.4.1 Initiating an Interconnection Request.

An Interconnection Customer wishing to join the Definitive Interconnection Study Process shall submit its Interconnection Request to Transmission Provider within, and no later than the close of the DISIS Request Window. To initiate an Interconnection Request, Interconnection Customer must submit all of the following:

a. The application fee and study deposit described in Section 3.1;

b. A completed application in the form of Appendix 1 to the Revised LGIP (including applicable technical information);

c. A demonstration of Site Control as defined in Sections 1 and 7.7 of the Revised LGIP. Specifications for acceptable site size for the purposes of demonstrating Site Control are posted on Transmission Provider's OASIS website. Interconnection Customer may propose alternative specifications for site size to those posted on OASIS for Transmission Provider approval. In the event Transmission Provider and Interconnection Customer cannot reach agreement related to adequacy of site size, Transmission Provider will accept a Professional Engineer (licensed in the state of Colorado) stamped site plan drawing that depicts the proposed generation arrangement and specifies the maximum facility output for that arrangement;

d. A Point of Interconnection;

e. If the request is for NRIS and if Transmission Provider has not been notified pursuant to Section 29.2 of Part III of the Tariff that Interconnection Customer's proposed Generating Facility is to be designated as a Network Resource within Transmission Provider's Control Area, the point of delivery or the geographic location on Transmission Provider's system at which Interconnection Customer intends to deliver output out of Transmission Provider's Control Area;

f. A Generating Facility size (MW) (and requested Interconnection Service amount if the requested Interconnection Service is less than the Generating Facility Capacity);

g. One of the following Readiness Milestone ("M1") options totaling the entire capacity of the Generating Facility (or requested Interconnection Service amount if the requested Interconnection Service is less than the Generating Facility Capacity) or security equal to one times the study deposit described in Section 3.1 in the form of an irrevocable letter of credit or cash *in lieu* of the Readiness Milestone. The security is refunded to the Interconnection Customer according to Section 7.7.5.

   i. Executed term sheet (or comparable evidence) related to a contract, binding upon the parties to the contract, for sale (1) of the constructed Generating Facility, or (2) of the Generating Facility's energy, or (3) of the Generating Facility's ancillary services if the Generating Facility is an electric storage resource; where the term of sale is not less than five (5) years;

   ii. Reasonable evidence that the project has been selected in a Resource Plan or Resource Solicitation Process; or

   iii. Provisional Large Generator Interconnection Agreement filed with FERC that contains a commitment to move forward with constructing the Generating Facility and is not suspended; and

h. Security equal one times the study deposit described in Section 3.1 in the form of an irrevocable letter of credit or cash. The security is refunded to the Interconnection Customer according to Section 7.7.5.

The expected In-Service Date of the new Large Generating Facility or increase in capacity of the Existing Generating Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for Transmission Provider's expansion planning period) not to exceed seven (7) years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer demonstrates that engineering, permitting and construction of the new Large Generating Facility or increase in capacity of the Existing Generating Facility will take longer than the regional expansion planning period. The In-Service Date may succeed the date the

Interconnection Request is received by Transmission Provider by a period up to ten (10) years, or longer where Interconnection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

An Interconnection Request for Generation Replacement shall be accompanied by: (i) a completed application in the form of Appendix 1 to the LGIP; and (ii) a study deposit in the amount of $50,000.

3.4.2 Acknowledgment of Interconnection Request.
Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of the close of the DISIS Request Window and attach a copy of the received Interconnection Request to the acknowledgement.

3.4.3 Deficiencies in Interconnection Request.
An Interconnection Request will not be considered to be a valid request until all items in Section 3.4.1 have been received by Transmission Provider.

If an Interconnection Request fails to meet the requirements set forth in Section 3.4.1, Transmission Provider shall notify Interconnection Customer within five (5) Business Days of the close of the DISIS Request Window of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. At any time, if Transmission Provider identifies issues with technical data provided by Interconnection Customer, Interconnection Customer and Transmission Provider shall work expeditiously and in good faith to remedy any data issues. Failure by Interconnection Customer to comply with this Section 3.4.3 shall be treated in accordance with Section 3.7.

Transmission Provider shall determine if the information contained in the Interconnection Request is adequately sufficient to start the Definitive System Impact Study by the close of the Customer Engagement Window.

3.4.4 Scoping Meeting.
Within ten (10) Business Days after the close of the DISIS Request Window, Transmission Provider shall host an open Scoping Meeting, for all Interconnection Requests received in that DISIS Request Window. If requested by Interconnection Customer, Transmission Provider shall also hold individual customer specific Scoping

Meetings, which must be requested no later than fifteen (15) business days after the close of the DISIS Request Window.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options; to exchange information, including any transmission data that would reasonably be expected to impact such interconnection options; to analyze such information; and to determine the potential feasible Points of Interconnection. Transmission Provider and Interconnection Customer will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 7.2. The duration of the meeting shall be sufficient to accomplish its purpose.

3.5 OASIS Posting.

3.5.1 OASIS Posting.

Transmission Provider will maintain on its OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested; (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine, and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. In addition, for a Generation Replacement, Transmission Provider will post the planned date of cessation of operation for the Existing Generating Facility or actual date if the Existing Generating Facility already has ceased commercial operations, the expected Commercial Operation Date of the Replacement Generating Facility, and the type of requested Interconnection Service.

Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an LGIA or requests that Transmission Provider file an unexecuted LGIA with FERC. Before holding a Scoping Meeting with its Affiliate,

Transmission Provider shall post on OASIS an advance notice of its intent to do so. Transmission Provider shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports shall be posted to Transmission Provider's OASIS site subsequent to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Large Generating Facility's In-Service Date.

Transmission Provider will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. For each calendar quarter, Transmission Providers must calculate and post the information detailed in sections 3.5.1.1 through 3.5.1.3.

3.5.1.1 Definitive Study Phase 1 Processing Time.

(A) Number of Interconnection Requests that had Phase 1 Studies completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Phase 1 Studies completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than ninety (90) Calendar Days after the start of the Phase 1 Study for that Cluster,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Phase 1 Studies where such Phase 1 Studies started more than ninety (90) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Phase 1 Studies completed within Transmission Provider's coordinated region during the reporting quarter, from the date when Transmission Provider started the Phase 1 Study to the date when Transmission Provider provided the completed Phase 1 Study report to the Interconnection Customer,

(E) Percentage of Phase 1 Studies exceeding ninety (90) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.1.1(B) plus 3.5.1.1(C) divided by the sum of 3.5.1.1(A) plus 3.5.1.1(C)).

3.5.1.2 Definitive Interconnection System Impact Studies Processing Time.

(A) Number of Interconnection Requests that had Definitive Interconnection System Impact Studies (Phase 2 or Phase 3) completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Definitive Interconnection Requests that had Phase 2 or Phase 3 Studies completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than one hundred fifty (150) Calendar Days after start of the respective Phase 2 or Phase 3 Study,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Phase 2 or Phase 3 Studies where such started more than one hundred fifty (150) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Phase 2 and Phase 3 Studies completed within Transmission Provider's coordinated region during the reporting quarter, from the date when the Phase 2 or Phase 3 Study started to the date when Transmission Provider provided the completed Phase 2 or Phase 3 Study report to the Interconnection Customer,

(E) Percentage of Phase 2 or Phase 3 Studies exceeding one hundred fifty (150) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.1.2(B) plus 3.5.1.2(C) divided by the sum of 3.5.1.2(A) plus 3.5.1 .2(C)).

3.5.1.3 Interconnection Facilities Studies Processing Time.

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

(B) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than ninety (90) Calendar Days after receipt by Transmission Provider of the Interconnection

Customer's executed Interconnection Facilities Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Service requests with ongoing incomplete Interconnection Facilities Studies where such Interconnection Requests had executed Interconnection Facilities Studies Agreement received by Transmission Provider more than ninety (90) Calendar Days before the reporting quarter end,

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

(E) Percentage of delayed Interconnection Facilities Studies this reporting quarter, calculated as the sum of 3.5.1.3(B) plus 3.5.1.3(C) divided by the sum of 3.5.1.3(A) plus 3.5.1.3(C)).

3.5.1.4 Valid Interconnection Service Requests Withdrawn from Transmission Provider's Definitive Interconnection Study Process Queue.

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

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

(C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the start of a Phase 1 study and before completion of an associated Phase 1, Phase 2, or Phase 3 Study,

(D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter after the completion of a System Impact Study Phase (e.g. Phase 2 or Phase 3), but

before completion of an Interconnection Facilities Study,

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

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

3.5.2 Requirement to Post Interconnection Study Metrics.
Transmission Provider is required to post on OASIS or its website the measures in paragraph 3.5.1.1(A) through paragraph 3.5.1.4(F) for each calendar quarter within 30 days of the end of the calendar quarter. Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years with the first required report to be in the first quarter of 2020. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.5.3 Reporting Requirement for Late Studies.
In the event that any of the values calculated in paragraphs 3.5.1.1(E), 3.5.1.2(E), or 3.5.1.3(E) exceeds 25 percent for two consecutive calendar quarters, Transmission Provider will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until Transmission Provider reports four consecutive calendar quarters without the values calculated in 3.5.1.1(E), 3.5.1.2(E), or 3.5.1.3(E) exceeding 25 percent for two consecutive calendar quarters:

(i) Transmission Provider must submit a report to the Commission describing the reason for each study or group of clustered studies pursuant to an Interconnection Request that exceeded its deadline (i.e., 90, 150 or 90 days) for completion (excluding any allowance for Reasonable Efforts). Transmission Provider must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future. The report must be filed at the Commission within 45 days of the end of the calendar quarter.

(ii) Transmission Provider shall aggregate the total number of employee-hours and third party consultant hours expended towards interconnection studies within its coordinated region that quarter and post on OASIS or its website. If Transmission

Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. This information is to be posted within 30 days of the end of the calendar quarter.

3.6 Coordination with Affected Systems.

Transmission Provider will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this Revised LGIP. Transmission Provider will include such Affected System Operators in all meetings held with Interconnection Customer as required by this Revised LGIP. Interconnection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Transmission Provider which may be an Affected System shall cooperate with Transmission Provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems. It is the responsibility of the Affected System Owner to provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to (i) complete any interconnection studies and (ii) construct any necessary interconnection facilities and network upgrades needed to reliably interconnect at the requested service level.

3.7 Withdrawal.

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of this Revised LGIP, except as provided in Section 12.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cure the deficiency or to notify Transmission Provider of its intent to pursue Dispute Resolution.

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

In the case of a withdrawal, Transmission Provider shall: (i) update the OASIS Queue Position posting; (ii) impose the Withdrawal Penalty described in Section 3.7.1, (iii), refund any security after settling the final invoice (see Section 7.7.5), and (iv) refund to Interconnection Customer any of the refundable portion of Interconnection Customer's study deposit that exceeds the share of the costs that Transmission Provider has incurred, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations. In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 12.1, shall provide, at Interconnection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

3.7.1 Withdrawal Penalty.

Interconnection Customers shall be subject to a Withdrawal Penalty if they withdraw their request from the Queue or the Generating Facility does not otherwise reach Commercial Operation unless (1) the withdrawal does not negatively affect the timing or cost of equal or lower queued projects; (2) the cost responsibility identified for that Interconnection Customer in the current study report associated with new upgrades to the Transmission Provider's System increased by more than twenty-five percent (25%) compared to the costs identified in the previous report; or (3) if the customer withdraws after the Phase 4 report is published and before providing M5, and the cost responsibility for that Interconnection Customer identified in the Interconnection Facilities Study report (the Phase 4 report) increases by more than one hundred percent (100%) compared to the Phase 2 report.

3.7.1.1 Calculation of the Withdrawal Penalty.

If the Interconnection Customer provided a demonstration of readiness, that Interconnection Customer's Withdrawal Penalty shall be equal to the higher of the study deposit or one (1) times of its actual allocated cost of the Definitive Interconnection Study Process.

If the Interconnection Customer did not provide a demonstration of readiness, that Interconnection Customer's Withdrawal Penalty shall be dependent on the Phase in which the Interconnection Customer withdraws and shall be calculated as follows:

1. If the Interconnection Customer withdraws in Phase 1 (after M1, but before M2), the Withdrawal Penalty shall be the higher of the study deposit or two (2) times its actual allocated cost of the Definitive Interconnection Study Process. This amount shall be capped at one (1) million dollars.

2. If the Interconnection Customer withdraws in Phase 2 (after M2, but before M3), the Withdrawal Penalty shall be the higher of the study deposit or three (3) times its actual allocated cost of the Definitive Interconnection Study Process. This amount shall be capped at one and one half (1.5) million dollars.

3. If the Interconnection Customer withdraws in Phase 3 (after M3, but before M4), the study cost obligation shall be the higher of the study deposit or five (5) times its actual allocated cost of the Definitive Interconnection Study Process. This amount shall be capped at two (2) million dollars.

4. If the Interconnection Customer withdraws in Phase 4 (after M4, but before M5), the Withdrawal Penalty shall be the higher of the study deposit or seven (7) times its actual allocated cost of the Definitive Interconnection Study Process. This amount shall be capped at two and a half (2.5) million dollars.

The Withdrawal Penalty for any customer that has executed an LGIA is the higher of the study deposit or nine (9) times its actual allocated cost of the Definitive Interconnection Study Process.

3.7.1.2 Distribution of the Withdrawal Penalty.

Any Withdrawal Penalty revenues shall be used to fund generation interconnection studies. Withdrawal Penalty revenues shall first be applied, in the form of a bill credit, to not-yet-invoiced study costs for other Interconnection Customers in the same cluster, and to the extent that such studies are fully credited, shall be applied to study costs of future clusters in Queue order. Withdrawn Interconnection Customers shall not receive a bill credit associated with Withdrawal Penalties. Distribution of Withdrawal Penalty revenues to a specific study shall not exceed the total actual study costs. Allocation of Withdrawal Penalty revenues within a cluster to a specific customer shall be comparable to the allocation of study costs described in Section 4.2.3. Specifically, the Withdrawal Penalty revenue distribution to each customer in a specific cluster, shall be (1) fifty percent (50%) on a per capita basis based on number of Interconnection Requests in the applicable Cluster; and (2) fifty percent (50%) to Interconnection Customers on a pro-rata basis based on requested megawatts included in the applicable Cluster. Distribution of Withdrawal Penalty revenue associated with Readiness

Milestone 5 shall not be distributed to the remaining customers in that cluster until all customers in that cluster have reached Commercial Operation and thereafter shall be distributed as described above. Transmission Provider shall not change the distribution of Withdrawal Penalty revenue without authorization by the Commission. Transmission Provider shall post the Withdrawal Penalty balance on its OASIS site.

3.8 Identification of Contingent Facilities.

Contingent Facilities shall be identified in the Interconnection System Impact Study report including in any subsequent restudies, in the Interconnection Facilities Study report including in any subsequent restudies, and then included in the Interconnection Customer's Large Generator Interconnection Agreement. Transmission Provider shall also provide, upon request of the Interconnection Customer, the estimated interconnection facility and/or network upgrade costs and estimated in-service completion date of each identified Contingent Facility when this information is readily available and not commercially sensitive.

Any unbuilt Interconnection Facility and/or Network Upgrade included in the study model that is necessary as determined through technical studies such as power flow, short circuit and/or stability analysis to accommodate the Interconnection Request, will be identified as a Contingent Facility. Network Upgrades will include both Network Upgrades planned by the Transmission Provider or Affected Systems in the Base Case as well as those Network Upgrades identified for higher queued Interconnection Requests.

In the System Impact Study report including in any subsequent restudies, Transmission Provider is to explain why each listed Contingent Facility was identified as such, and how it relates to the Interconnection Customer's Interconnection Request, such that Interconnection Customer can better understand their potential risk exposure should any such Contingent Facility be delayed or not built.

3.8.1 Method for Identifying Contingent Facilities

Step 1 Prior to performing an Interconnection Customer's System Impact Study, Transmission Provider is to review the transmission system and other Affected Systems for any applicable unbuilt facilities (including new Interconnection facilities of higher queued generation) that may be necessary to provide the Interconnection Customer's requested Interconnection Service.

Step 2 Transmission Provider is to identify all unbuilt facilities as potential Contingent Facilities, including Interconnection Facilities and Network Upgrades in the study region on which the Interconnection Customers costs, timing and study findings are potentially dependent.

Step 3 Transmission Provider will model each unbuilt facility out of service and perform power flow analysis to identify potential system performance violations per applicable RC, WECC, or NERC requirements due to the absence of the unbuilt facility. When the system performance violation is confirmed, the dependency of each Interconnection Request to the unbuilt facility will be examined by calculating the distribution factor (DFAX) contribution from that Interconnection Request. If DFAX of an Interconnection Request on any single overload is greater or equal to 1% the unbuilt facility will be identified as Contingent Facility for that request.

Step 4 All unbuilt voltage support facilities within the study pocket are Contingent Facilities for Interconnection Requests in that study pocket.

Step 5 All future breaker replacements which have a short circuit current contribution from the Interconnection Request are Contingent Facilities.

Step 6 All planned yet unbuilt transmission projects due to a stability need within the study pocket are Contingent Facilities for Interconnection Requests in that study pocket.

Step 7 All new Interconnection Facilities and/or Network Upgrades identified by Transmission Provider and Affected Systems to be required for the current Interconnection Request as part of the study are Contingent Facilities for that request.

3.9 Additional requirements for Generation Replacement Requests.

3.9.1 Requirements for Generation Replacement Requests.

i) Any Replacement Generating Facility must connect to the Transmission System at the same electrical Point of Interconnection as the Existing Generating Facility.

ii) The request for Generation Replacement must be submitted to the Transmission Provider by the Interconnection Customer for its Existing Generating Facility (a) at least one (1) year prior to the date that the Existing Generating Facility will cease operation or (b) up to (1) one year after a unit is determined as an unplanned (forced) outage as reported to NERC through the Generating Availability Data System. The request shall include the planned or actual date of cessation of operation for the Existing Generating Facility and the expected Commercial Operation Date for the Replacement Generating Facility

iii) The Interconnection Customer shall request only ERIS for the Replacement Generating Facility if the Existing Generating Facility has only ERIS. The request for NRIS for the Replacement Generating Facility, when the Existing Generating Facility has only ERIS, shall be submitted as a separate Interconnection Request and shall proceed through the review process in the same manner as an Interconnection Request for a new Generating Facility. The Interconnection

Customer may request either ERIS or NRIS for the Replacement Generating Facility if the Existing Generating Facility has NRIS. Requests for ERIS or NRIS that exceed the amount of Interconnection Service for the Existing Generating Facility shall be processed as a new Interconnection Request for the amount of such excess pursuant to Section 3.9.1.iv of this LGIP.

iv) If the Replacement Generating Facility requires Interconnection Service (MW) in excess of that of the Existing Generating Facility that is being replaced, Interconnection Customer shall initiate a separate request for Interconnection Service in an amount (MW) equal to the excess pursuant to Section 3.4 of the LGIP. Such separate Interconnection Request shall be assigned a new Queue Position and proceed through the study process in the same manner as an Interconnection Request for a new Generating Facility.

v) If the request for Replacement Generating Facility requests less Interconnection Service (MW) than that of the Existing Generating Facility that is being replaced, then any future request for Interconnection Service for that Replacement Generating Facility shall be submitted as a separate Interconnection Request pursuant to Section 3.4 of the LGIP. Such separate Interconnection Request shall be assigned a new Queue Position and proceed through the study process in the same manner as an Interconnection Request for a new Generating Facility.

vi) No request for Generation Replacement may be made until twelve (12) months have elapsed from: (1) the date of any assignment of the LGIA applicable to the Existing Generating Facility; or (2) the date of sale or other transfer of such Existing Generating Facility. Upon submission of a request for Generation Replacement, the Interconnection Customer shall not sell or otherwise transfer the Existing Generating Facility, the Replacement Generating Facility, nor assign the applicable LGIA until such time as the Transmission Provider completes evaluation of the request for Generation Replacement unless the Interconnection Customer first withdraws such request for Generation Replacement in writing. In the event that the Transmission Provider notifies Interconnection Customer that the request for Generation Replacement has been granted, the prohibition on sale, transfer, or assignment shall be extended in accordance with Section 3.9.5 of this LGIP. For purposes of this Section 3.9.1(vi), prohibited assignments include assignments to affiliates pursuant to Article 19.1 of the LGIA, or any analogous provision in an applicable interconnection agreement.

A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable LGIA that violates this Section 3.9.1(vi) of Attachment M shall void the request for Generation Replacement.

(vii) The request for Generation Replacement must include (1) a $50,000 study deposit and (2) an executed Generation Replacement Study Agreement in the form of Appendix 5.6. Approval of the Generation Replacement request is contingent on the results of the Replacement Impact Study. Transmission

Provider shall notify Interconnection Customer in writing when the Replacement Generating Facility is accepted.

3.9.1.1 Requirements for modification of Generation Replacement Requests.

The request for Generation Replacement can be modified any time before the evaluation process is complete.

1) If the revised planned date of cessation of operation for the Existing Generating Facility is prior to the planned date of cessation of operation specified in the original request, a new request for Generation Replacement must be submitted at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation.

2) If the revised expected Commercial Operation Date for the Replacement Generating Facility is after the expected Commercial Operation Date for the Replacement Generating Facility in the original request, a new request for Generation Replacement must be submitted at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation, unless the Existing Generating Facility is in forced outage.

3.9.2 Evaluation Process for Generation Replacement Requests.
The Transmission Provider will place requests for Generation Replacement in a separate Generation Replacement queue on a first come first served basis based upon the date that the Transmission Provider receives a complete Generation Replacement request. The Transmission Provider will evaluate Generation Replacement requests in the order in which they are submitted. The evaluation will consist of two studies: i) a Replacement Impact Study as set forth in Section 3.9.2.1 of the LGIP, and ii) a Reliability Assessment Study as set forth in Section 3.9.2.2 of the LGIP.

Transmission Provider shall use Reasonable Efforts to complete the Replacement Impact Study and Reliability Assessment Study and share results with the Interconnection Customer within one hundred eighty (180) Calendar Days of the request.

3.9.2.1 Generation Replacement—Replacement Impact Study.
The Replacement Impact Study will include analyses to determine if the Generation Replacement has a material adverse impact on the Transmission System when compared to Existing Generating Facility. The Replacement Impact Study may include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses, as necessary, to ensure that required reliability conditions are studied. If the Replacement Impact Study identifies any materially adverse impact from operating the Replacement Generating Facility when compared to the Existing Generating Facility, the Transmission Provider shall deem such impact as a Material Modification, and, in such an instance, if the Interconnection Customer wishes to move forward with its request, the

Interconnection Customer must submit all information and milestone payments necessary for a valid Interconnection Request for a new Generating Facility pursuant to Section 3.4 of the LGIP.

3.9.2.2 Generation Replacement—Reliability Assessment Study.
The Reliability Assessment Study for the time period between the date that the Existing Generating Facility ceases commercial operations and the expected Commercial Operation Date of the Replacement Generating Facility shall evaluate the performance of the Transmission System to determine if thermal and/or voltage violations of Applicable Reliability Standards and Transmission Owner planning criteria are caused by removing the Existing Generating Facility from service prior to the expected Commercial Operation Date of the Replacement Generating Facility. This study shall compare the conditions on the Transmission System that would exist if the Existing Generating Facility is taken offline to the conditions on the Transmission System as they exist when the Existing Generating Facility is online. The scope of Reliability Assessment Study may include stability analysis as necessary. The Existing Generating Facility shall be responsible for mitigating any reliability violation identified in the Reliability Assessment Study and may not cease operations until all mitigations are implemented or are in service. Mitigation for this interim period may, as applicable, include: (i) redispatch/reconfiguration through operator instruction; and (ii) remedial action scheme or any other operating steps depending upon the type of reliability violation identified.

3.9.3 Generation Replacement—Notice to Proceed.
An Interconnection Customer requesting Generation Replacement shall inform Transmission Provider within thirty (30) Calendar Days of receiving the results of the Replacement Impact Study and Reliability Assessment Study of its election to proceed. If the Interconnection Customer provides the Transmission Provider notice to proceed, then the Transmission Provider will either: (i) initiate a Generator Replacement Interconnection Facilities Study; or (ii) tender a draft LGIA. If the Interconnection Customer fails to notify the Transmission Provider with its election to proceed within thirty (30) Calendar Days, then the Interconnection Request will be deemed withdrawn pursuant to Section 3.7 of this LGIP.

3.9.4 Scope of Generator Replacement Interconnection Facilities Study.
Within thirty (30) Calendar Days after the Interconnection Customer has notified the Transmission Provider of its intent to proceed, the Transmission Provider will determine whether it will conduct a Generator Replacement Interconnection Facilities Study, pursuant to Section 8 of the LGIP. The scope of such a Generator Replacement Interconnection Facilities Study will focus on the Interconnection Facilities for the Replacement Generating Facility. This Generator Replacement Interconnection Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to complete this portion of the Generator Replacement Interconnection Facilities Study within ninety (90) Calendar Days.

3.9.5 LGIA for Generation Replacement.
Consistent with the process described in Section 10 of the LGIP, Transmission Provider shall tender a draft LGIA or, if deemed appropriate, an amended LGIA that conforms to the LGIA in effect at the time, within thirty (30) Calendar Days after the Interconnection Customer has notified the Transmission Provider of its intent to proceed if a Generator Replacement Interconnection Facilities Study is not required, or within thirty (30) Calendar Days after final the Generator Replacement Interconnection Facilities Study report is provided to the Interconnection Customer. The draft LGIA shall include updated appendices describing the timing of Generation Replacement and a condition that the LGIA cannot be assigned and the Replacement Generating Facility cannot be transferred to any other Party, including an affiliate of the Interconnection Customer, until the Commercial Operation Date of the Replacement Generating Facility. A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable LGIA that violates this Section 3.9.5 shall be void and constitute a material breach of the LGIA.

Section 4. Interconnection Request Evaluation Process.

4.1 Queue Position.

4.1.1 Assignment of Queue Position
Transmission Provider shall assign a Queue Position as follows: the Queue Position within the Queue shall be assigned based upon the date and time of receipt of all items required pursuant to the provisions of Section 3.4. There is no queue for Informational Interconnection Studies.

4.1.2 Higher Queue Position
A higher Queue Position assigned to an Interconnection Request is one that has been placed “earlier” in the Queue in relation to another Interconnection Request that is assigned a lower Queue Position. All requests studied in a single Cluster shall be considered equally queued but Clusters initiated earlier in time shall be considered to have a higher Queue Position than clusters initiated later. The Queue Position of an Interconnection Request shall have no bearing on the allocation of the cost of the common upgrades identified in the applicable Cluster Study (such costs will be allocated among Interconnection Requests in accordance with Section 4.2.4). Moving a Point of Interconnection shall result in a loss of Queue Position if it is deemed a Material Modification under Section 4.4.3.

4.2 General Study Process.
The diagram attached as Appendix A-1 provides an overview and timeline of initiation of a Definitive Interconnection Study: the DISIS Request Window, Customer Engagement Window, and Phase 1 of the DISIS.

Cluster Studies performed within the Definitive Interconnection Study Process shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time of each study.

4.2.1 Initiation of a Definitive Interconnection System Impact Study Cluster.

Transmission Provider shall accept Interconnection Requests during a forty five (45) Calendar Day period, hereinafter referred to as the "DISIS Request Window." A DISIS Request Window shall open annually on February 1st and close 45 Calendar Days thereafter or the following Business Day if the 45th day falls on a weekend or NERC recognized holiday. A second DISIS Request Window shall open annually on August 1st and close on 45 Calendar Days thereafter or the following Business Day if the 45th day falls on a weekend or NERC recognized holiday.

If one or more valid requests are received, for seventy-five (75) Calendar Days following the close of the DISIS Request Window (the "Customer Engagement Window"), Transmission Provider shall work with applicable Interconnection Customers to build models, verify data, hold stakeholder meetings (including Scoping Meetings, as appropriate), work with requestors to cure any deficiencies in the Interconnection Request, and generally prepare for the start of the Definitive Interconnection System Impact Study. Notwithstanding the preceding sentence and upon written consent of all Interconnection Requests for a specific Cluster, Transmission Provider may shorten the "Customer Engagement Window" in order to start the Definitive Interconnection System Impact Study earlier. Within the first ten (10) Business Days following the close of the DISIS Request Window, Transmission Provider shall post on its OASIS site a list of Interconnection Requests for that Cluster. The list shall identify, for each Interconnection Request: (i) the requested amount of Interconnection Service; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the type of Interconnection Service (vi) cluster being requested; and (vi) the type of Generating Facility to be constructed including fuel type such as wind, natural gas, coal, or solar.

At the end of the Customer Engagement Window, all Interconnection Requests deemed sufficient that have an executed DISIS Agreement shall be included in that DISIS Cluster. Any Interconnection Requests not deemed sufficient or undergoing Dispute Resolution at the close of the Customer Engagement Window shall not be included in that DISIS Cluster. Immediately following the Customer Engagement Window, Transmission Provider shall initiate the Definitive

Interconnection System Impact Study described in more detail in Section 7.

4.2.2 Initiation of a Resource Solicitation Cluster.

At any time, and upon request of a Resource Planning Entity, Transmission Provider may initiate the study of a Resource Solicitation Cluster. The Resource Solicitation Cluster shall respect Queue Position and shall be studied as its own Cluster. Within ten (10) Business Days of receipt of a request to perform a Resource Solicitation Cluster that includes valid Interconnection Requests as described in Section 3.4, Transmission Provider and Resource Planning Entity shall meet to determine a mutually agreeable scope of study and timeframe to initiate the Resource Solicitation Cluster. The timeline shall indicate the close of the Customer Engagement Window for that Resource Solicitation Cluster. Thereafter the Definitive Interconnection System Impact Study shall proceed as described in Section 7.

In order to initiate Transmission Provider's study of Interconnection Requests made in connection with a Resource Solicitation Process, Resource Planning Entity must: (a) act as the authorized representative for all Interconnection Requests submitted to the Resource Solicitation Cluster; (b) submit all Interconnection Requests arising from the Resource Solicitation Process at the same time to ensure an equal Queue Position for all Generating Facilities included in the Resource Solicitation Cluster; (c) cooperate with Transmission Provider in conducting the studies; and (d) request a reasonable number of different combinations of such Interconnection Requests to meet Resource Planning Entity's identified need and assumptions in the Resource Solicitation Process. Such studies in connection with a Resource Solicitation Process shall be implemented based upon Queue Position (relative to higher or lower queued clusters) and shall consider Resource Planning Entity's needs and assumptions identified in the Resource Solicitation Process.

The Resource Planning Entity may submit for inclusion in the Resource Solicitation Process an Interconnection Request for a Generating Facility that already has a higher Queue Position pursuant to Section 4.1.1. A Generating Facility that initially is associated with a Queue Position through the Resource Solicitation Process may also reserve a lower Queue Position separate from the Resource Solicitation Process pursuant to Section 4.1.1. In either case, Interconnection Customer must meet all requirements associated with maintaining each Queue Position for the Generating Facility. In the event a Generating Facility has multiple Queue Positions, it shall not be double counted in the study models.

A Generating Facility in the Resource Solicitation Process is subject to study according to the Queue Position of the Resource Solicitation Cluster. A Generating Facility that is not a part of the Resource Solicitation Process is also subject to study according to its Queue Position. All studies must be performed in accordance with the provisions of the Revised LGIP, and may not be delayed as a result of the Resource Solicitation Process.

After Transmission Provider completes the Definitive Interconnection System Impact Studies for the requested combinations, the results will be provided (Phase 1 Reports, Phase 2 Reports, Phase 3 Reports, etc.; as applicable under Section 7.4) to the Resource Planning Entity for use in the Resource Solicitation Process. The results will be posted on Transmission Provider's OASIS consistent with the posting of other study results.

After receipt of the Phase 2 Report, Resource Planning Entity must select one of the studied combinations prior to the commencement of any Interconnection Facilities Study associated with the Resource Solicitation Process. Prior to the completion of the Interconnection Facilities Study of all of the components of the selected combination, Resource Planning Entity may replace components, subject to any necessary Re-Study pursuant to Sections 7.6 or 8.5. While conducting the Definitive Interconnection Study Process, Transmission Provider may suspend further action on the Interconnection Requests in the Resource Solicitation Process that are not included in the selected combination. Once a Generating Facility is rejected in the Resource Solicitation Process, the Generating Facility shall lose the Queue Position it held as part of the Resource Solicitation Process. If a Generating Facility is selected by Resource Planning Entity at the conclusion of the Resource Solicitation Process, the Generating Facility may no longer maintain more than one Queue Position.

4.2.3 Study Cost Allocation.

Transmission Provider shall determine each Interconnection Customer's share of the DISIS costs of a Cluster Study by allocating: (1) fifty percent (50%) of the applicable study costs to Interconnection Customers on a per capita basis based on number of Interconnection Requests included in the applicable Cluster; and (2) fifty percent (50%) of the applicable study costs to Interconnection Customers on a pro-rata basis based on requested megawatts included in the applicable Cluster. For instance, the cost of a cluster study consisting of a 100 MW request and a 900 MW request would be allocated 30% to the 100 MW request and 70% to the 900 MW request. The Interconnection Facilities Study portion of the Definitive Interconnection Study Process is an individual study and costs for each Interconnection Facilities Study is directly assigned to the Interconnection Customer associated with such study.

4.2.4 Transmission Provider's Interconnection Facilities and Network Upgrade Cost Allocation.

For Transmission Provider's Interconnection Facilities and Network Upgrades identified in Cluster Studies, Transmission Provider shall calculate each Interconnection Customer's share of costs in the following manner:

a) Station equipment Network Upgrades, including all switching stations, shall be allocated based on the number of Generating Facilities interconnecting at an individual station on a per capita basis (i.e. on a per Interconnection Request basis). If multiple Interconnection Customers are connecting to the Transmission Provider's System through a single Interconnection Customer's Interconnection Facility (i.e. sharing the Interconnection Customer's Interconnection Facility connecting to the Transmission Provider's Interconnection Facility(ies)), those Interconnection Customers shall be considered one Interconnection Customer for the per capita calculation described in the preceding sentence. Shared Transmission Provider's Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing that Transmission Provider's Interconnection Facility on a per capita basis.

b) All Network Upgrades other than those identified in Section 4.2.4.a will be allocated based on the proportional impact of each individual Generating Facility in the Cluster Studies on such Network Upgrades. The proportional impact of such Network Upgrades shall be calculated as follows. All transmission lines and transformers identified as Network Upgrades shall be allocated using distribution factor analysis. Voltage support related Network Upgrades shall be allocated using a voltage impact analysis which will identify each Generating Facility's contribution to the voltage violation. Network Upgrades associated with upgrading existing breakers not physically located at the substation to which the Generating Facility is interconnecting or associated with a new transmission facility shall be allocated based on short circuit analysis.

c) Costs of Transmission Provider's Interconnection Facilities are directly assigned to the Interconnection Customer(s) using such facilities.

Interconnection Customer funding of Network Upgrades are eligible for credits as provided in Section 11.4 of the LGIA.

4.3 Transferability of Queue Position.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change.

4.4 Modifications.

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

Notwithstanding the above, during the course of the Interconnection Studies, either Interconnection Customer or Transmission Provider may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. Subject to the forgoing sentence, and provided, however, they do not result in a material modification, to the extent the identified changes are acceptable to Transmission Provider, Interconnection Customer and potentially impacted Interconnection Customers in the same Cluster, such acceptance not to be unreasonably withheld, Transmission Provider shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 7.6 and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

4.4.1 No later than forty (40) Calendar Days after the close of the DISIS Request Window and prior to the return of the executed Definitive Interconnection System Impact Study Agreement to Transmission Provider, the modifications permitted under this Section shall include specifically: (a) a decrease of up to sixty percent (60%) of electrical output (MW) of the proposed project, through either (1) a decrease in plant size, or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the Queue for the purposes of cost allocation and study analysis.

4.4.2 Prior to the return of the executed Interconnection Facilities Study Agreement to Transmission Provider, the modifications permitted under this Section shall include specifically: (a) fifteen percent (15%) decrease of electrical output of the proposed project through either (1) a decrease in in plant size (MW), or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-

approved injection-limiting equipment; (b) Large Generating Facility technical parameters associated with modifications to Large Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer; and (c) a Permissible Technological Advancement for the Large Generating Facility after the submission of the Interconnection Request. Section 4.4.6 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.2(c) is a Material Modification. Section 1 contains a definition of Permissible Technological Advancement.

4.4.3 Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2, and 4.4.5, Interconnection Customer may first request that Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, or so allowed elsewhere, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.4 Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.4, Transmission Provider shall commence and perform any necessary additional studies as soon as practicable, but in no event shall Transmission Provider commence such studies later than thirty (30) Calendar Days after receiving notice of the modification of Interconnection Customer's request. Any additional studies resulting from such modification shall be performed at Interconnection Customer's cost.

4.4.5 Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing. The initial requested Commercial Operation Date used for this calculation is determined from the date proposed in the initial Interconnection Request (Revised LGIP Appendix 1 Section 4.d). Such cumulative extensions are inclusive of extensions requested after execution by Interconnection Customer of the LGIA.

4.4.6 Technological Change Procedure.

The technological change procedure included in this Section 4.4.6 will be followed to assess whether Interconnection Customer's proposed modification is a Material Modification.

4.4.6.1 Technological Change Request.

If an Interconnection Customer seeks to incorporate a technological advancement into its existing Interconnection Request, it must submit a Technological Change Request (TCR) as described below to the Transmission Provider in writing any time prior to the return of the signed Interconnection Facilities Study Agreement.

The Interconnection Customer's TCR shall include a description of the proposed change, a $10,000 study deposit and the following information: (1) updated technical data called for in Attachment A of Appendix 1; (2) type and specifications of equipment being replaced; updated modeling information; (3) make and model of new equipment; (4) dynamic, steady-state and performance characteristics of the new equipment; (5) efficiencies, impedances, and ratings of the equipment; (6) and technical analysis demonstrating that the technological change would (i) result in electrical performance that is equal to or better than the electrical performance expected prior to the technological change, and (ii) not cause any reliability concerns. The customer's analysis should contain engineering evidence and reasoning that clearly demonstrates the proposed change aligns with the definition of a Permissible Technological Advancement. Accordingly, a TCR should demonstrate that the proposed incorporation of the technological advancement would result in electrical performance that is equal to or better than the electrical performance expected prior to the technology change and would not cause any reliability concerns (i.e., would not materially impact the transmission system with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response).

Upon receipt by the Transmission Provider of a completed TCR from the Interconnection Customer, the Transmission Provider will evaluate the TCR to determine whether the TCR is a Permissible Technological Advancement or if it necessitates the performance of additional analyses and/or studies. If the technological change request has no adverse effect on electrical parameters or performance, the technological advancement request will not be considered a Material Modification and will be deemed a Permissible Technological Advancement.

If the Transmission Provider determines that additional analyses and/or studies are required, Transmission Provider's studies may include steady-state, reactive power, short circuit, stability analysis and any other appropriate studies that the Transmission Provider deems necessary based on the Transmission Provider's engineering judgment. These additional studies and/or analyses will determine whether the technological change results in electrical performance that is equal to or better than the electrical performance expected prior to the technological change request and be deemed a Permissible Technological Advancement, or if the technological change is deemed a Material Modification.
Transmission Provider shall complete the evaluation as soon as practical but no later than thirty (30) Calendar Days after the receipt of the completed TCR.

Transmission Provider will produce a report that will state if the technological advancement is permissible. If the proposed technology fails to meet the definition of a Permissible Technological Advancement, then the TCR is deemed to be a Material Modification. In such cases, the study report shall provide an explanation regarding why the technological change is a Material Modification. The Interconnection Customer can choose to abandon the request and retain its queue position or choose to proceed with the request and reenter the queue with a new queue position.

If the study determines that the proposed technology meets the definition of a Permissible Technological Advancement the modification is approved and will be incorporated into the Interconnection Request. Study reports may be updated if appropriate. Once the Permissible Technological Advancement is approved and incorporated into the Interconnection Request; a new TCR would be required for the Interconnection Customer to revert back to the original equipment or make additional modifications to equipment.

Transmission Provider shall either refund any overage or charge for any shortage for costs of the study that exceed the deposit amount. The studies associated with the TCR shall be billed separately from other Interconnection Studies.

Section 5. Transition Procedures.

5.1 Procedures for Transitioning to the First-Ready, First-Served Revised LGIP.

5.1.1 An Interconnection Customer assigned a Queue Position prior to September 27, 2019, shall retain that Queue Position subject to the requirements in Sections 5.1.1.1 and 5.1.1.2. An Interconnection Customer that fails to meet these requirements shall have its Interconnection Request deemed withdrawn pursuant to Section 3.7. Any unused deposit amounts of withdrawn Interconnection Requests shall be returned pursuant to Section 3.7. If an Interconnection Customer elects to continue with a Transitional Serial Interconnection Facilities Study or a Transitional Cluster Study as described below, Transmission Provider shall retain the current study deposits, and Interconnection Customer shall be responsible for the entire cost of all studies pursuant to Sections 4.2.3 and 12.3.

5.1.1.1 Transitional Serial Projects.

An Interconnection Customer that has a) a final System Impact Study Report that identifies facilities required to feasibly interconnect and b) an Interconnection Facilities Study Agreement that was executed prior to September 27, 2019, may opt to continue with the Interconnection Facilities Study process if the Interconnection Customer: (1) meets each of the following requirements that demonstrate readiness; and (2) executes a Transitional Serial Interconnection Facilities Study Agreement in the form of Appendix 4 to the Revised LGIP within thirty (30) Calendar Days of the Effective Date of this Revised LGIP. All of the following are required:

a) A deposit on the Transmission Provider's Interconnection Facilities and Network Upgrades identified in the System Impact Study Report. The deposit shall be equal to one hundred percent (100%) of the costs identified for Transmission Provider's Interconnection Facilities and Network Upgrades in the System Impact Study Report and will be reconciled to actual costs after the associated facilities are in-service. If the Interconnection Customer does not withdraw, the deposit shall be reconciled with and applied towards future construction costs described in the LGIA. If the Interconnection Customer withdraws or otherwise does not reach Commercial Operation, the deposit is fully refundable once the final invoice for study costs and Withdrawal Penalty is settled. The deposit shall be in the form of an irrevocable letter of credit upon which the Transmission Provider may draw

or cash where cash deposits will be treated according to Section 7.7.5.

b) Exclusive Site Control for the entire Generating Facility and any Interconnection Customer's Interconnection Facilities.

c) Interconnection Customer shall provide one following:

i. A contract, binding upon the parties to the contract, for sale of the Generating Facility's energy, or the entire constructed Generating Facility; where the term of sale is not less than five (5) years, or

ii. Reasonable evidence that the Generating Facility is included in an approved Resource Plan or Resource Solicitation Process, or

iii. An executed Provisional Large Generator Interconnection Agreement filed with FERC. Such an agreement shall not be suspended and shall include a commitment to construct the Generating Facility.

All LGIA negotiations shall be completed and the LGIA executed (or filed unexecuted) within sixty (60) Calendar Days of the publication of the final Interconnection Facilities Study Report or the Interconnection Request shall be deemed withdrawn pursuant to Section 3.7 unless extended by mutual agreement of Transmission Provider and Interconnection Customer. A change in the Commercial Operation Date shall not delay the construction of facilities if such delay negatively affects lower or equal queued projects. If the Interconnection Customer withdraws or otherwise does not reach Commercial Operation, a Withdrawal Penalty equal to nine (9) times the Interconnection customer's total study cost is imposed.

5.1.1.2 Combined System Impact and Interconnection Facilities Transitional Cluster Study.

An Interconnection Customer with an assigned Queue Position prior to September 27, 2019, may opt to enter the combined system impact and interconnection facilities transitional cluster study ("Transitional Cluster Study") if the Interconnection Customer: (1) meets each of the following requirements that demonstrate readiness; and (2) executes a Transitional Cluster Study Agreement in the form of

Appendix 5.1 to the Revised LGIP within thirty (30) Calendar Days of the Effective Date of this Revised LGIP. All Interconnection Requests that enter the Transitional Cluster Study shall be considered to have an equal Queue Position, and identified upgrade costs shall be allocated according to Section 4.2.4 of the Revised LGIP. The Transitional Cluster Study costs shall be allocated according to the method described in Section 4.2.3. Interconnection Customer may make a one-time extension to its requested Commercial Operation date upon entry into the Transitional Cluster Study and such an extension shall not be past 2023.

All of the following are required:

a) Choice of requesting either ERIS or NRIS

b) A deposit on the Transmission Provider's Interconnection Facilities and Network Upgrades expected to be identified in the Transitional Cluster Study. The deposit shall be equal to five million dollars ($5,000,000) and be in the form of an irrevocable letter of credit upon which the Transmission Provider may draw or cash where cash deposits will be treated according to Section 7.7.5. If the Interconnection Customer does not withdraw, the deposit shall be reconciled with and applied towards future construction costs described in the LGIA. Any amounts in excess of the actual construction costs shall be returned to the customer. If the Interconnection Customer withdraws or otherwise does not reach Commercial Operation, the deposit is fully refundable once the final invoice for study costs and Withdrawal Penalty is settled.

c) Exclusive Site Control for the entire Generating Facility.

d) Interconnection Customer shall provide one following:

   i. A contract, binding upon the parties to the contract, for sale of the Generating Facility's energy, or the entire constructed Generating Facility; where the term of sale is not less than five (5) years, or

   ii. Reasonable evidence that the Generating Facility is included in an approved Resource Plan or Resource Solicitation Process, or

   iii. An executed Provisional Large Generator Interconnection Agreement filed with FERC that is

not in suspension with 1) a commitment to construct the facility, 2) a Commercial Operation Date no later than 2023 and 3) a security deposit in addition to the five million dollars identified in 5.1.1.2.a where the total security deposit represents a reasonable estimation of the potential costs that could be ultimately allocated to the project in the transitional cluster study.

After the Transitional Cluster Study report is published, the remaining process shall proceed according to Section 10 of this Revised LGIP. All LGIA negotiations shall be completed and the LGIA executed (or filed unexecuted) within sixty (60) Calendar Days of the tender of the draft LGIA or the Interconnection Request is deemed withdrawn unless extended by mutual agreement of Transmission Provider and Interconnection Customer. A change in the Commercial Operation Date shall not delay the construction of Transmission Provider's Interconnection Facilities or Network Upgrades if such delay negatively affects lower or equal queued projects.

If the Interconnection Customer withdraws or otherwise does not reach Commercial Operation, a Withdrawal Penalty equal to nine (9) times the Interconnection customer's total study cost is imposed.

5.2 New Transmission Provider.

If Transmission Provider transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, the original Transmission Provider shall transfer to the successor Transmission Provider any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this Revised LGIP shall be paid by or refunded to the Interconnection Customer, as appropriate. The original Transmission Provider shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that the original Transmission Provider has begun but has not completed.

If original Transmission Provider has tendered a draft LGIA to Interconnection Customer, but Interconnection Customer has not either executed the LGIA or requested the filing of an unexecuted LGIA with FERC, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

Section 6. Informational Interconnection Study.

6.1 Informational Interconnection Study Agreement.

At any time, a customer may request, and Transmission Provider (either itself or through a consultant) shall perform a reasonable number of Informational Interconnection Studies. Provisional Interconnection Service maybe requested based on the results of the Informational Interconnection Study. Interconnection Customer shall submit a separate Informational Interconnection Request for each site and may submit multiple Informational Interconnection Requests for a single site. Interconnection Customer must submit a deposit with each Informational Interconnection Request even when more than one request is submitted for a single site. An Informational Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Informational Interconnection Requests. The request shall use the form in Appendix 5.4 of the Revised LGIP and shall describe the assumptions that Interconnection Customer wishes Transmission Provider to study within the scope described in Section 6.2 of the Revised LGIP below. Within five (5) Business Days after receipt of a request for an Informational Interconnection Study, Transmission Provider shall provide to Interconnection Customer an Informational Interconnection Study Agreement in the form of Appendix 5.5.

The Informational Interconnection Study Agreement shall: (i) include the scope of work for the Informational Interconnection Study (ii) specify the technical data that Interconnection Customer must provide, (iii) specify the Informational Interconnection Study case and assumptions, and (iv) identify the Transmission Provider's estimate of the cost of the Informational Interconnection Study. To the extent known by Transmission Provider, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Informational Interconnection Study. Notwithstanding the above, Transmission Provider shall not be required as a result of an Informational Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

Interconnection Customer shall execute the Informational Interconnection Study Agreement within ten (10) Business Days of receipt of an agreed upon scope of work and deliver the Informational Interconnection Study Agreement, the technical data, and a $10,000 deposit to Transmission Provider.

6.2 Scope of Informational Interconnection Study.

The intent of the Informational Interconnection Study is to aid Interconnection Customer in its business decisions related to interconnection of generation facilities prior to entering the Definitive Interconnection Process. The Informational Interconnection Study shall consist of analysis based on the assumptions and scope of work specified by Interconnection Customer in the Informational Interconnection Study Agreement. The Informational Interconnection Study shall identify the potential Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results and assumptions of the Informational Interconnection Study. The Informational Interconnection Study shall be

performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Informational Interconnection Study.

6.3 Informational Interconnection Study Procedures.

The executed Informational Interconnection Study Agreement, the deposit, and technical and other data called for therein must be provided to Transmission Provider within ten (10) Business Days of Interconnection Customer receipt of the Informational Interconnection Study Agreement. Transmission Provider shall use Reasonable Efforts to complete the Informational Interconnection Study within a mutually agreed upon time period specified within the Informational Interconnection Study Agreement. If Transmission Provider is unable to complete the Informational Interconnection Study within such time period, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation and work papers and databases or data developed in the preparation of the Informational Interconnection Study, subject to confidentiality arrangements consistent with Section 12.1.

Section 7. Phase 1 through 3 of the Definitive Interconnection Study Process.

7.1 Definitive Interconnection System Impact Study Agreement.

Unless otherwise agreed, pursuant to the Scoping Meeting provided for in Section 3.4.4, within thirty (30) Calendar Days acknowledgement of a valid Interconnection Request indicating that a Definitive Interconnection System Impact Study is to be performed, Transmission Provider shall provide to Interconnection Customer a DISIS Agreement in the form of Appendix 2 to this Revised LGIP. The DISIS Agreement shall provide that Interconnection Customer shall compensate Transmission Provider for the actual cost of the DISIS. At least seven (7) Calendar Days before the close of a Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the Definitive Interconnection System Impact Study.

7.2 Execution of Definitive Interconnection System Impact Study Agreement.

Interconnection Customer shall execute the DISIS Agreement and deliver the executed DISIS Agreement to Transmission Provider no later than the close of the Customer Engagement Window.

7.3 Scope of Definitive Interconnection System Impact Study.

The Definitive Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Definitive Interconnection System Impact Study will consider the Base Case as

well as all generating facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued requests) that, on the date the DISIS Request Window closes: (i) are existing and directly interconnected to the Transmission System; (ii) are existing and interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but have executed an LGIA or requested that an unexecuted LGIA be filed with FERC. Generating facilities with pending higher or equal queued NRIS requests, or requests associated with Firm Transmission Service shall generally be modeled at full output while existing generation may be re-dispatched to accommodate new requests in the model. Higher queued ERIS requests or in-service ERIS generators without associated Firm Transmission Service may be dispatched at zero in some study models. If the total requests for NRIS in a Cluster exceeds or otherwise cannot be sunk to the Network Load projected in the Base Case, such exceedance shall be assumed to be delivered outside of the Transmission System. In-service generation in the study model may be re-dispatched in the DISIS, but generally will not be studied at less than its minimum operating limit unless the generation owner agrees the Generating Facility should be modeled as if retired. Existing generation dispatch will be used, for instance, to maintain reliability and stress the system as appropriate.

As discussed in more detail in Section 7.4 below, the Definitive Interconnection System Impact Study is a phased study where the first phase (Phase 1) consists of a power flow and voltage analysis that is followed by a phase (Phase 2) that consists of a short circuit analysis and a stability analysis. Any DISIS re-studies (Phase 3) shall consist of a power flow/voltage analysis, a short circuit analysis, and/or a stability analysis as needed. The Definitive Interconnection System Impact Study report will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Definitive Interconnection System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. The Definitive Interconnection System Impact Study will provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

7.4 Definitive Interconnection System Impact Study Procedures.

Transmission Provider shall coordinate the Definitive Interconnection System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable when it performs the DISIS. Interconnection Requests for DISIS may be submitted only within the DISIS

Request Window and Transmission Provider shall initiate the Definitive Interconnection Study Process pursuant to Section 4.2.1.

The diagrams attached as Appendix A-2 provides an overview and timeline of the Definitive Interconnection Study Process, including the Phases and milestones associated with the Definitive Interconnection System Impact Study.

a. The DISIS Cluster shall consist of all eligible Interconnection Requests that have executed a DISIS Agreement and have provided all required information before the close of the Customer Engagement Window. Transmission Provider shall use Reasonable Efforts to complete the first phase (Phase 1) consisting of a power flow and voltage analysis within ninety (90) Calendar Days. The Phase 1 Report shall identify Transmission Provider's Interconnection Facilities and Transmission Provider's Network Upgrades that are expected to be required as a result of the Interconnection Request(s) and a non-binding good-faith indicative level estimate of cost responsibility and a non-binding good-faith estimated time to construct. Transmission Provider shall hold an open stakeholder meeting ("Phase 1 Report Meeting") within ten (10) Business Days of publishing the DISIS Phase 1 results on OASIS.

b. Within twenty (20) Calendar Days of the Phase 1 Report Meeting, all Interconnection Customers are required to provide Readiness Milestone 2 ("M2") and continued evidence of Site Control as described in Section 7.7. Interconnection Customers that do not provide the Readiness Milestone (or provide security *in lieu* of the Readiness Milestone) or do not provide Site Control described in Section 7.7.6. by the required date shall be deemed withdrawn from the Queue pursuant to Section 3.7.

c. Interconnection Customers whose M2 and Site Control are accepted by Transmission Provider shall continue in to the second phase ("Phase 2") of the Definitive Interconnection System Impact Study. Phase 2 consists of an updated power flow/voltage analysis (if necessary), stability analysis and short circuit analysis for the Interconnection Customers remaining in the DISIS Cluster. Transmission Provider shall use Reasonable Efforts to complete the Phase 2 analysis within one hundred fifty (150) Calendar Days. The results of this analysis shall identify Transmission Provider's Interconnection Facilities and Transmission Provider's Network Upgrades expected to be required to reliably interconnect the Generating Facilities in that DISIS Cluster at the requested Interconnection Service level and shall provide non-binding estimates for required upgrades. The Phase 2 Report shall identify each Interconnection Customer's estimated allocated costs for Transmission Provider's Interconnection Facilities and Transmission Provider's Network Upgrades. Transmission Provider shall hold an open stakeholder meeting ("Phase 2 Report Meeting") within ten (10) Business Days of publishing the DISIS Phase 2 results on OASIS.

d. Within twenty (20) Calendar Days of the Phase 2 Report Meeting, each Interconnection Customer is required to provide Readiness Milestone 3 ("M3") and additional evidence of Site Control described in Section 7.7.6. Milestones for the Definitive Interconnection Study Process are described in Section 7.7. Interconnection Customers that do not provide the Readiness Milestone (or provide security *in lieu* of the Readiness Milestone) or do not provide Site Control described in Section 7.7.6. by the required date shall be deemed withdrawn from the Queue pursuant to Section 3.7.

   i. If all Interconnection Customers in the Cluster provide M3 and no Interconnection Customers withdraw from the Queue at this stage, the Definitive Interconnection Study Process advances to the Interconnection Facilities Study (Section 7.4.g). Transmission Provider shall electronically notify Interconnection Customers in the Cluster that Phase 3 is not required and simultaneously provide the Interconnection Facilities Agreement in the form of Appendix 3.

   ii. If one or more Interconnection Customer withdraws from the Cluster, Transmission Provider shall determine if a full system impact re-study is necessary. If Transmission Provider determines a re-study is not necessary and Phase 3 is not required, Transmission Provider shall provide an updated Phase 2 Report within thirty (30) Calendar Days of such determination and the Definitive Interconnection Study Process advances to the Interconnection Facilities Study (Section 7.4.g). When the updated Phase 2 report is issued, Transmission Provider shall electronically notify Interconnection Customers in the Cluster that Phase 3 is not required and simultaneously provide the Interconnection Facilities Agreement in the form of Appendix 3.

   iii. If one or more Interconnection Customers withdraws from the Cluster and Transmission Provider determines a full system impact re-study is necessary, Transmission Provider will continue with System Impact re-studies ("Phase 3") as described in Section 7.4.e below, until Transmission Provider determines that no further re-studies are required. If a customer withdraws after Section 7.4.d.i or Section 7.4.d.ii or during the Interconnection Facilities Study and Transmission Provider determines system impact level studies are necessary, the Cluster shall be restudied under the terms of Phase 3. Transmission Provider shall electronically notify Interconnection Customers in the Cluster and post on OASIS that a re-study is required. Interconnection Customers that have elected NRIS may make a onetime change between Phase 2 and Phase 3 (before the re-study starts) to ERIS if they notify Transmission Provider of such change in election within five (5) Business Days of the Transmission Provider's notification the first re-study is required.

e. Interconnection Customers whose M3 and additional evidence of Site Control is accepted by Transmission Provider shall continue with the third phase ("Phase 3") of the Definitive Interconnection System Impact Study. Phase 3

may consist of updated power flow/voltage analysis, stability analysis, and/or short circuit analysis if necessary for the Interconnection Customers remaining in the Cluster. Transmission Provider shall use Reasonable Efforts to complete the Phase 3 analysis within one hundred fifty (150) Calendar Days. The results of this analysis shall identify Transmission Provider's Interconnection Facilities and Transmission Provider's Network Upgrades expected to be required to reliably interconnect the Generating Facilities in that Cluster at the requested Interconnection Service level and shall provide non-binding estimates for required upgrades. The Phase 3 Report shall identify each Interconnection Customer's estimated allocated costs for Transmission Provider's Interconnection Facilities and Transmission Provider's Network Upgrades. Transmission Provider shall hold an open stakeholder meeting ("Phase 3 Report Meeting") within ten (10) Business Days of publishing the DISIS Phase 3 results on OASIS. If additional re-studies are required before moving to Phase 4 below, within twenty (20) Calendar Days of the Phase 3 Report Meeting (or Phase 3 Updated Report Meeting), all Interconnection Customers are required to provide an updated Readiness Milestone 3 ("M3"). Readiness Milestones for the Definitive Interconnection Study Process are described in Section 7.7. Interconnection Customers that do not provide the Readiness Milestone (or provide security *in lieu* of the Readiness Milestone) or do not provide Site Control described in Section 7.7.6. by the required date shall be deemed withdrawn from the Queue pursuant to Section 3.7. Transmission Provider shall electronically notify Interconnection Customers in the Cluster when no further re-studies are required and simultaneously provide the Interconnection Facilities Agreement in the form of Appendix 3.

f. Within twenty (20) Calendar Days of the notice that no System Impact re-studies are needed, each Interconnection Customer is required to provide Readiness Milestone 4 ("M4"), Site Control requirements described in Section 7.7.6, and an executed Interconnection Facilities Agreement in the form of Appendix 3 (completed and including all required data identified therein). Readiness Milestones for the Definitive Interconnection System Process are described in Section 7.7. Interconnection Customers that do not provide the Readiness Milestone (or provide security *in lieu* of the Readiness Milestone) or do not provide Site Control described in Section 7.7.6. by the required date shall be deemed withdrawn from the Queue pursuant to Section 3.7.

g. Twenty (20) Calendar Days after the notice that no further Re-Studies are needed, Transmission Provider shall proceed with the Interconnection Facilities Study phase ("Phase 4") of the Definitive Study Process, described in detail in Section 8 below. An additional study deposit is not required for Phase 4.

   At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the indicated timeframe for completing the DISIS, Transmission Provider shall notify Interconnection Customer(s) as to the schedule status of the DISIS Cluster. If Transmission

Provider is unable to complete the DISIS within the time period, it shall notify Interconnection Customer(s) and provide an estimated completion date with an explanation of the reasons why additional time is required.

Upon request, Transmission Provider shall provide Interconnection Customer all supporting documentation, workpapers, and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the DISIS, subject to confidentiality arrangements consistent with Section 12.1.

7.5 Meeting with Transmission Provider.

Within ten (10) Business Days of furnishing a DISIS study report to Interconnection Customer and posting the report on OASIS, Transmission Provider shall convene an open meeting to discuss the study results. Transmission Provider shall, upon request, also make itself available to meet with individual Interconnection Customers after the study report is provided.

7.6 Re-Study.

If Re-Study of the Definitive Interconnection System Impact Study other than the re-study described above in 7.4.e is required due to a higher or equal priority queued project dropping out of the Queue, or a modification of a higher queued project subject to Section 4.4, Transmission Provider shall notify Interconnection Customer(s) in writing. The Transmission Provider shall make Reasonable Efforts to ensure such Re-Study take no longer than one hundred fifty (150) Calendar Days from the date of notice. Any cost of Re-Study shall be borne by Interconnection Customer(s) being re-studied.

7.7 Readiness Milestones and Site Control.

Readiness Milestones are required throughout the Definitive Interconnection Study Process to demonstrate readiness. A customer that does not sufficiently demonstrate readiness by providing a Readiness Milestones is subject to withdrawal as described in Section 3.7 which may include additional penalties.

There are three Readiness Milestone options that demonstrate readiness through the study process (i.e. for Readiness Milestones 1 (M1) through Readiness Milestones 4 (M4).

7.7.1 Readiness Milestone 1 (“M1”).

M1 is satisfied by any one of the three options below (also described in 3.4.1.f) at Interconnection Customer’s option. M1 may also be satisfied by providing additional security described in Section 7.7.5 below *in lieu* of providing one of the three options to demonstrate readiness.

a) Executed term sheet (or comparable evidence) related to a contract, binding upon the parties to the contract, for sale of (i) the constructed Generating Facility, (ii) the Generating Facility’s energy, or (iii) the Generating Facility’s ancillary

services if the Generating Facility is an electric storage resource; where the term of sale is not less than five (5) years.

b) Reasonable evidence the project has been selected in a Resource Plan or Resource Solicitation Process; or

c) Provisional Large Generator Interconnection Agreement accepted for filing at FERC. Such an agreement shall not be suspended and shall include a commitment to construct the Generating Facility.

7.7.2 Readiness Milestone 2 ("M2").

M2 is satisfied by any one of the three options below at Interconnection Customer's option. M2 may also be satisfied by providing additional security as described in Section 7.7.5 *in lieu* of providing one of the three options to demonstrate readiness.

a) Executed term sheet (or comparable evidence) related to a contract, binding upon the parties to the contract, for sale of (i) the constructed Generating Facility, (ii) the Generating Facility's energy, or (iii) the Generating Facility's ancillary services if the Generating Facility is an electric storage resource; where the term of sale is not less than five (5) years.

b) Reasonable evidence that the project has been selected in a Resource Plan or Resource Solicitation Process; or

c) Provisional Large Generator Interconnection Agreement accepted for filing at FERC. Such an agreement shall not be suspended and shall include a commitment to construct the Generating Facility.

7.7.3 Readiness Milestone 3 ("M3").

M3 is satisfied by any one of the three options below at Interconnection Customer's option. M3 may also be satisfied by providing additional security described in Section 7.7.5 *in lieu* of providing one of the three options to demonstrate readiness.

a) Executed contract, binding upon the parties to the contract, for sale of (i) the constructed Generating Facility, (ii) the Generating Facility's energy, or (iii) the Generating Facility's ancillary services if the Generating Facility is an electric storage resource; where the term of sale is not less than five (5) years.

b) Reasonable evidence that the project has been selected in an approved Resource Plan or Resource Solicitation Process; or

c) An unsuspended Provisional Large Generator Interconnection Agreement accepted for filing by FERC with reasonable evidence that the Generating Facility and Interconnection Facilities have commenced design and engineering.

7.7.4 Readiness Milestone 4 ("M4").

M4 is satisfied by any one of the three options below at Interconnection Customer's option. M4 may also be satisfied by providing additional security as described in Section 7.7.5 below *in lieu* of providing one of the three options to demonstrate readiness.

a) Executed contract, binding upon the parties to the contract, for sale of (i) the constructed Generating Facility, (ii) the Generating Facility's energy, or (iii) the Generating Facility's ancillary services and capacity if the Generating Facility is an electric storage resource; where the term of sale is not less than five (5) years;

b) Reasonable evidence that the project has been selected in an approved Resource Plan or Resource Solicitation Process; or

c) An unsuspended Provisional Large Generator Interconnection Agreement accepted for filing by FERC with reasonable evidence that the Generating Facility and Interconnection Facilities have commenced construction.

7.7.5 Security Requirements.

A table showing the security required in each milestone is provided in Appendix A-2. The security amount is dependent on if the customer provided a Readiness Milestone and the study phase the customer is entering. All security described below shall be in the form of an irrevocable letter of credit upon which Transmission Provider may draw or cash. The security is refunded to the Interconnection Customer upon withdrawal, LGIA termination, or Commercial Operation after any final invoice is settled. If cash is provided as security, it shall be refunded plus interest, where the interest is calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date the security is received to the date that it is refunded. Security may be drawn upon if costs under this LGIP including the LGIA remain unpaid as per this Revised LGIP and the attached LGIA.

As part of a valid interconnection request all Interconnection Customers must provide security equal to the study deposit amount as described in Section 3.4.1.h. The security provided in Section 3.1.4.h will be applied towards the amount of security required for M5.

An Interconnection Customer may opt to provide security *in lieu* of providing Readiness Milestones 1 through 4, as described above in

Sections 7.7.1, 7.7.2, 7.7.3, and 7.7.4. The security provided is applied towards the security amount required for each successive milestone if the Interconnection Customer does not withdraw from the queue. For example, the security provided for M2 is applied to the amount of security required for M3.

In lieu of providing a demonstration of readiness for Milestones 1 through 4, the amount of security required is a multiple of the study deposit described in Section 3.1 and is in addition to the security required for all Interconnection Customers under Sections 3.4.1.h. The additional amount of security required for each milestone for Interconnection Customers that do not provide a demonstration of readiness is:

M1 = 1 times the study deposit amount

M2 = 2 times the study deposit amount

M3 = 4 times the study deposit amount

M4 = 6 times the study deposit amount

For clarity, the total (i.e. inclusive of the security required under Section 3.4.1.h) amount of security required for each milestone for Interconnection Customers that do not provide a demonstration of readiness is:

M1 = 2 times the study deposit amount

M2 = 3 times the study deposit amount

M3 = 5 times the study deposit amount

M4 = 7 times the study deposit amount

All Interconnection Customers are required to provide security in order to satisfy Readiness Milestone 5 (M5) when the LGIA is executed as described in Section 10.3. The amount of security required for M5 is equal to nine (9) times the Interconnection Customer's share of the Definitive Interconnection Study Process study costs. If this amount is not known, the study deposit amount shall be used as an estimate of study cost until such amounts are known. If initially estimated, M5 shall be updated when the final invoice for actual study costs is issued. As this M5 amount is the total security required to satisfy Readiness Milestone 5, any security provided pursuant to Sections 3.4.1.h,7.7.5.a, 7.7.5.b, 7.7.1, 7.7.2, 7.7.3, and 7.7.4 shall be applied towards the Readiness Milestone 5 amount when the LGIA is executed. The Interconnection Customer shall only be responsible to

provide the incremental amount of security to the Transmission Provider and any excess security provided shall be refunded to the Interconnection Customer. Transmission Provider shall refund all security provided under this section to the Interconnection Customer upon achieving Commercial Operation.

7.7.6 Site Control.

In addition to the above Readiness Milestones, Site Control is required to determine increased readiness through the Definitive Interconnection Study Process. Additional information on Site Control is posted on Transmission Provider's OASIS.

a) Before entering Phase 1 (concurrent with M1) demonstration of 50% Site Control and 0% Site Control of Interconnection Customer's Interconnection Facilities is required.

b) Before entering Phase 2 (concurrent with M2): continued demonstration of 50% Site Control and 0% Site Control of Interconnection Customer's Interconnection Facilities is required.

c) Before entering Phase 3 (concurrent with M3): demonstration of 60% Site Control and 0% Site Control of Interconnection Customer's Interconnection Facilities is required.

d) Before entering Phase 4 (concurrent with M4): demonstration of 75% Site Control and 0% Site Control of Interconnection Customer's Interconnection Facilities is required.

e) Before executing an LGIA (concurrent with M5): demonstration of 90% Site Control and 50% Site Control of Interconnection Customer's Interconnection Facilities is required.

Section 8. Interconnection Facilities Study.

8.1 Interconnection Facilities Study Agreement.

Simultaneously with the notice to Interconnection Customer(s) that Phase 3 is complete or not required, Transmission Provider shall provide to Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 3 to this Revised LGIP. Within five (5) Business Days following the open DISIS results (Phase 2 or Phase 3) meeting, Transmission Provider shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study. The Interconnection Facilities Study Agreement shall provide that Interconnection Customer shall compensate Transmission Provider for the actual cost of the Interconnection Facilities Study. Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to Transmission Provider within

twenty (20) Calendar Days after its receipt, together with the required technical data, Readiness Milestone 4 and the Site Control requirements described in Section 7.7.6. Interconnection Customers that do not provide the Readiness Milestone (or additional security *in lieu* of the Readiness Milestone) and provide Site Control described in Section 7.7.6. by the required date shall be deemed withdrawn from the Queue pursuant to Section 3.7.

8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study shall specify and provide a non-binding estimate of the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the final Phase 2 or Phase 3 Report (as appropriate) in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Provider's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities.

The Interconnection Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

8.3 Interconnection Facilities Study Procedures.

a. Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within ninety (90) Calendar Days after acceptance of the Interconnection Facilities Agreement and Readiness Milestone 4.

b. At the request of Interconnection Customer Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Facilities Study. If Transmission Provider is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time identified, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

c. Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study report, provide written comments to Transmission Provider, which Transmission Provider shall consider in completing the final Interconnection Facilities Study report. Transmission Provider shall issue the final Interconnection Facilities

Study report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen (15) Business Day period upon notice to Interconnection Customer if Interconnection Customer's comments require Transmission Provider to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Study report. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation, workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 12.1.

8.4 Meeting with Transmission Provider.

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

8.5 Re-Study.

If Re-Study of the Interconnection Facilities Study is required due to a higher or equal priority queued project dropping out of the Queue or a modification of a higher queued project pursuant to Section 4.4, Transmission Provider shall so notify Interconnection Customer in writing. The Transmission Provider shall make Reasonable Efforts to ensure such Re-Study take no longer than sixty (60) Calendar Days from the date of notice. Re-Studies that require rerunning the system impact study analysis may take longer than sixty days. Any cost of Re-Study shall be borne by the Interconnection Customer(s) being re-studied.

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

Prior to executing an LGIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer the Interconnection Customer, an E&P Agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any Readiness Milestones or comply with any prerequisites specified in other parts of the Revised LGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or In-Service Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection,

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

Section 10. Standard Large Generator Interconnection Agreement (LGIA).

10.1 Tender.

Interconnection Customer shall tender comments on the draft Interconnection Facilities Study Report within thirty (30) Calendar Days of receipt of the report. Within thirty (30) Calendar Days after the comments are submitted or after the Interconnection Customer notifies Transmission Provider that it will provide no comments, Transmission Provider shall tender a draft LGIA, together with draft appendices. The draft LGIA shall be in the form of Transmission Provider's FERC-approved standard form LGIA, which is in Appendix 6. Interconnection Customer shall return the completed draft appendices and execute the LGIA within thirty (30) Calendar Days unless the sixty (60) Calendar Day negotiation period under Section 10.2 has commenced.

10.2 Negotiation.

Notwithstanding Section 10.1, at the request of Interconnection Customer, Transmission Provider shall begin negotiations with Interconnection Customer concerning the appendices to the LGIA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement. Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study Report. If Interconnection Customer determines that negotiations are at an impasse, Interconnection Customer may request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 10.1 and request submission of the unexecuted LGIA with FERC or initiate Dispute Resolution procedures pursuant to Section 12.5. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute

Resolution procedures pursuant to Section 12.5 within sixty (60) Calendar Days of tender of draft LGIA, it shall be deemed to have withdrawn its Interconnection

Request. Transmission Provider shall provide to Interconnection Customer a final LGIA within fifteen (15) Business Days after the completion of the negotiation process.

10.3 Execution and Filing.

Within fifteen (15) Business Days after receipt of the final LGIA, Interconnection Customer shall (a) provide reasonable evidence that continued Site Control as defined in Section 7.7.6 and (b) post Readiness Milestone 5 (security equal to nine (9) times that Interconnection Customer's share of the Definitive Interconnection Study Process study costs. If the actual study costs are not known at the time, study costs shall be estimated as the study deposit described in Section 3.1, and the M5 amount shall be updated when the study costs are known. If the Interconnection Customer does not reach Commercial Operation, upon payment of any final invoice, including any Withdrawal Penalty, Readiness Milestone 5 shall be refunded to the Interconnection Customer, including any accumulated interest, if applicable. If the Interconnection Customer reaches Commercial Operation, Readiness Milestone 5 is refunded to the Interconnection Customer including any accumulated interest, if applicable. Within fifteen (15) Business Days after receipt of the final LGIA, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, at Interconnection Customer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility (not available for wind or solar resources); (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility (not available for wind or solar resources); (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract (or comparable evidence) for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit.

Interconnection Customer shall either: (i) execute two originals of the tendered LGIA and return them to Transmission Provider; or (ii) request in writing that Transmission Provider file with FERC an LGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of the tendered LGIA (if it does not conform with a FERC-approved standard form of interconnection agreement) or the request to file an unexecuted LGIA, Transmission Provider shall file the LGIA with FERC, together with its explanation of any matters as to which Interconnection Customer and Transmission Provider disagree and support for the costs that Transmission Provider proposes to charge to Interconnection Customer under the LGIA. An unexecuted LGIA should contain terms and conditions deemed appropriate by Transmission Provider for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted LGIA, they may proceed pending FERC action.

10.4 Commencement of Interconnection Activities.

If Interconnection Customer executes the final LGIA, Transmission Provider and Interconnection Customer shall perform their respective obligations in accordance with the terms of the LGIA, subject to modification by FERC. Upon submission of an unexecuted LGIA, Interconnection Customer and Transmission Provider shall promptly comply with the unexecuted LGIA, subject to modification by FERC.

Section 11. Construction of Transmission Provider's Interconnection Facilities and Network Upgrades.

11.1 Schedule.

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

11.2 Construction Sequencing.

11.2.1 General.

In general, the In-Service Date of an Interconnection Customers seeking interconnection to the Transmission System will determine the sequence of construction of Network Upgrades. Construction Sequencing may also apply to shared Transmission Provider's Interconnection Facilities in a similar manner as described below for Network Upgrades.

11.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than Interconnection Customer.

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

Transmission Provider will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that Transmission Provider has not refunded to

Interconnection Customer. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. Transmission Provider shall forward to Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to Interconnection Customer. Transmission Provider then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the LGIA.

11.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of the Transmission Provider.

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

11.2.4 Amended Definitive Interconnection System Impact Study.

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

Section 12. Miscellaneous.

12.1 Confidentiality.

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

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing the basis for asserting that the information referred to in this Article 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.

12.1.1 Scope.

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the LGIA; or (6) is required, in accordance with Section 12.1.6, 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 the LGIA

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

12.1.2 Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 12.1 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 Section 12.1.

12.1.3 Rights.

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

12.1.4 No Warranties.

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

12.1.5 Standard of Care.

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

12.1.6 Order of Disclosure.

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

12.1.7 Remedies.

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Section 12.1. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 12.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 12.1, 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 Section 12.1.

12.1.8 Disclosure to FERC, its Staff, or a State.
Notwithstanding anything in this Section 12.1 to the contrary, and pursuant to 18 CFR Section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the Revised LGIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR Section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR Section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules and regulations.

12.1.9 Subject to the exception in Section 12.1.8, any information that a Party claims is competitively sensitive, commercial or financial information **(“**Confidential Information**”)** shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Revised LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

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

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

12.2 Delegation of Responsibility.

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

12.3 Obligation for Study Costs and Withdrawal Penalty

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies and the Withdrawal Penalty, as applicable. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study as well as the Withdrawal Penalty, if applicable. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith. If invoices are not paid within thirty (30) Calendar Days of receipt of an invoice, Transmission Provider shall draw upon the security provided under this Revised LGIP to settle all accounts, which shall include any offsets of amounts due and owing by Transmission Provider. After the final invoice is paid and all accounts are settled, Transmission Provider shall refund all remaining security.

12.4 Third Parties Conducting Studies.

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

In all cases, use of a third party consultant shall be in accord with Article 26 of the LGIA (Subcontractors) and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 12.1. In any case, such third party contract may be entered into with either Interconnection Customer or Transmission Provider at Transmission Provider's discretion. In the case of clause (iii), above, Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this Revised LGIP, Article 26 of the LGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if Transmission Provider were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

12.5 Disputes.

12.5.1 Submission.

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

12.5.2 External Arbitration Procedures.

Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 12, the terms of this Section 12 shall prevail.

12.5.3 Arbitration Decisions.

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

12.5.4 Costs.

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one-half of the cost of the third arbitrator chosen; or (2) one-half the cost of the single arbitrator jointly chosen by the Parties.

12.5.5 Non-Binding Dispute Resolution Procedures.

If a Party has submitted a Notice of Dispute pursuant to Section 12.5.1, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30)

Calendar Days provided in that section, and the Parties cannot reach mutual agreement to pursue the Section 12.5 arbitration process, a Party may request that Transmission Provider engage in Non-binding Dispute Resolution pursuant to this section by providing written notice to Transmission Provider ("Request for Non-binding Dispute Resolution"). Conversely, either Party may file a Request for Non-binding Dispute Resolution pursuant to this section without first seeking mutual agreement to pursue the Section 12.5 arbitration process. The process in Section 12.5.5 shall serve as an alternative to, and not a replacement of, the Section 12.5 arbitration process. Pursuant to this process, Transmission Provider must within thirty (30) Calendar Days of receipt of the Request for Non-binding Dispute Resolution appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships with either Party. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. This decision-maker shall be authorized only to interpret and apply the provisions of the Revised LGIP and LGIA and shall have no power to modify or change any provision of the Revised LGIP and LGIA in any manner. The result reached in this process is not binding, but, unless otherwise agreed, the Parties may cite the record and decision in the non-binding dispute resolution process in future dispute resolution processes, including in Section 12.5 arbitration, or in a Federal Power Act Section 206 complaint. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute.

12.6 Local Furnishing Bonds.

12.6.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds.

This provision is applicable only to a Transmission Provider that has financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this LGIA and Revised LGIP, Transmission Provider shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this LGIA and Revised LGIP if the provision of such Transmission Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Provider's facilities that would be used in providing such Interconnection Service.

12.6.2 Alternative Procedures for Requesting Interconnection Service.

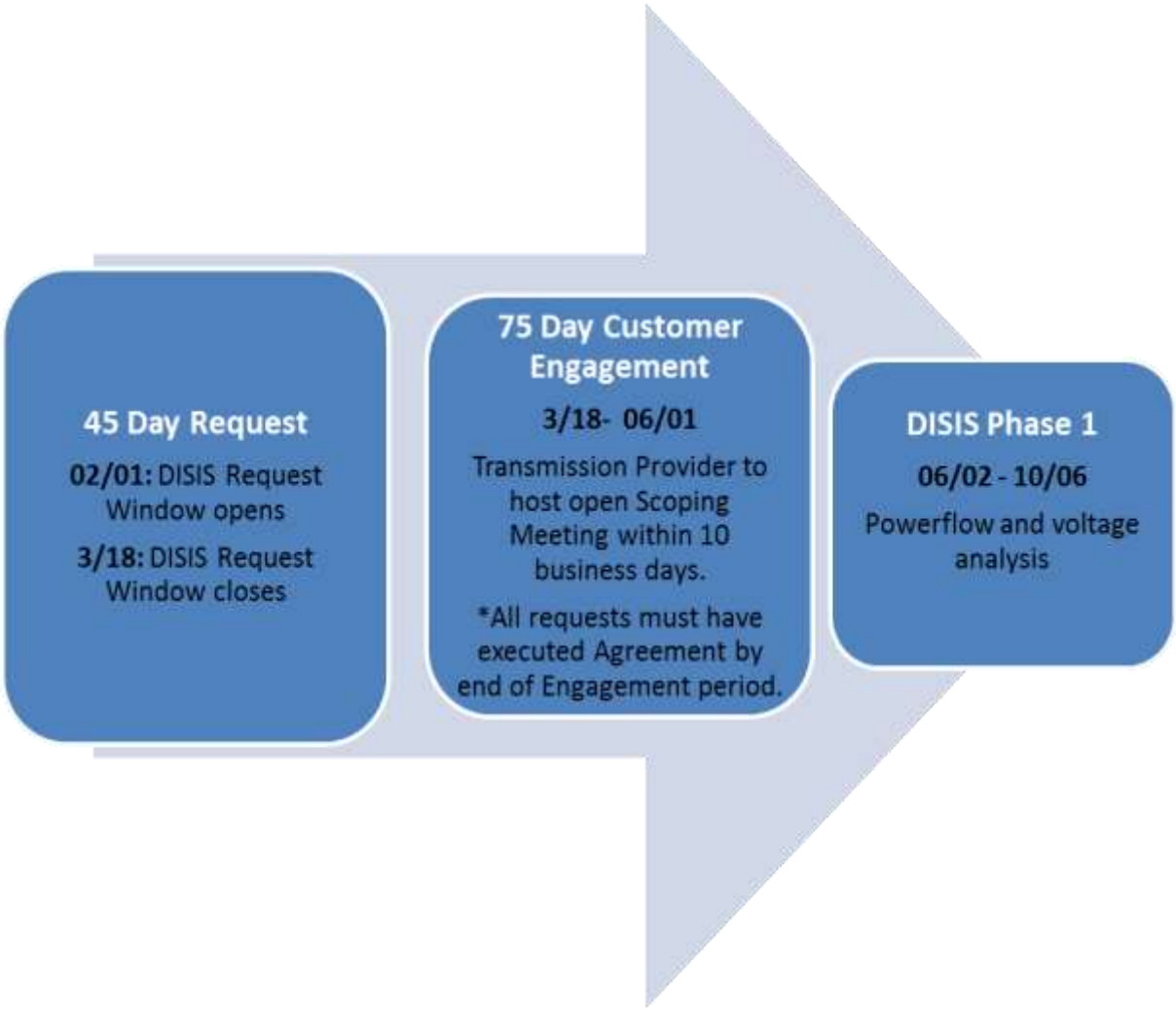
If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s)

used to finance its facilities that would be used in providing such Interconnection Service, it shall advise Interconnection Customer within thirty (30) Calendar Days of receipt of the Interconnection Request.

Interconnection Customer thereafter may renew its request for interconnection using the process specified in Article 5.2(ii) of the Transmission Provider's Tariff.

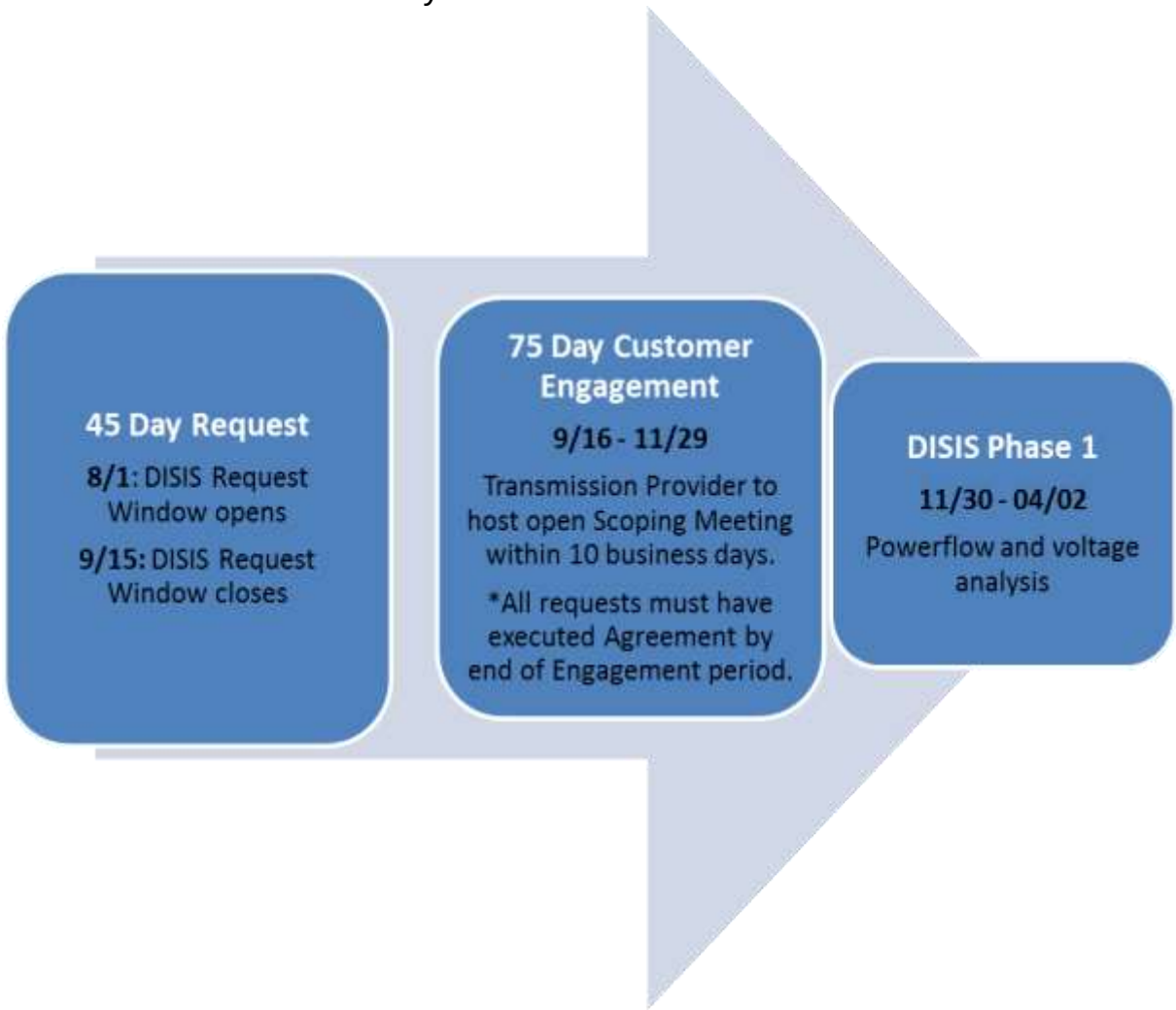
Timeline: Appendix A-1 – Start of the Spring DISIS Cluster

The dates are illustrative only

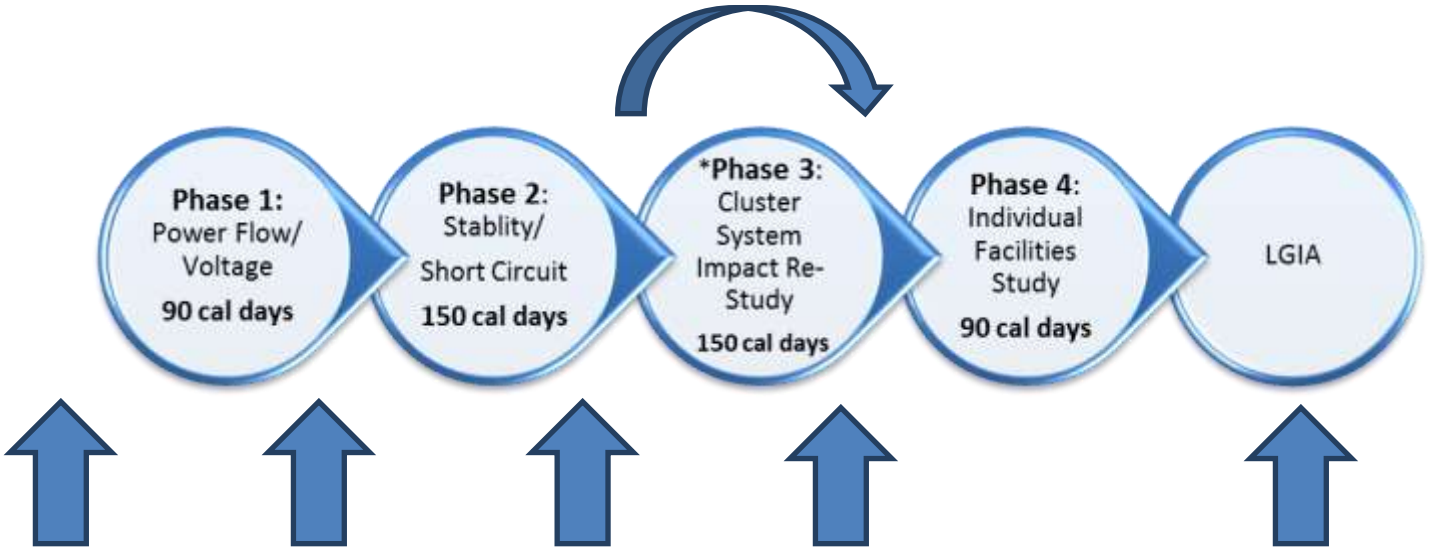


Timeline: Appendix A-1 – Start of the Fall DISIS Cluster

The dates are illustrative only



Timeline: Appendix A-2



M1 **M2** **M3** **M4** **M5**

Milestone	Total Security Required (Multiple of Section 3.1 Study Deposit) If Demonstration of Readiness IS Provided	Total Security Required (Multiple of Section 3.1 Study Deposit) If Demonstration of Readiness IS NOT Provided	Demonstration of Site Control for All Fuel Types	Site Control of ICIF's
M1	1x	2x	50%	0%
M2	1x	3x	50%	0%
M3	1x	5x	60%	0%
M4	1x	7x	75%	0%
M5	9x	9x	90%	50%

Phase 1: Power Flow/Voltage: Within 90 calendar days
• Transmission Provider to perform Power Flow and Voltage Analysis. • Transmission Provider to complete Phase 1 report within 90 calendar days and post results on OASIS. • Transmission Provider to hold open Stakeholder Meeting within 10 business days of publishing DISIS Phase 1 results on OASIS. • Interconnection Customer demonstrate M2 Readiness within 20 business days following open Stakeholder Meeting
Phase 2: Stability/Short Circuit: Within 150 calendar days
• Transmission Provider to complete Phase 2 analysis within 150 calendar and post results on OASIS. • Transmission Provider to hold Phase 2 Report Meeting within 10 business days of publishing report results on OASIS. • Interconnection Customer to demonstrate M3 (if Re-Study is necessary) or M4 Readiness within 20 business days of Report Meeting.
****Phase 3: Iterative Cluster System Impact Re-Study: Within 150 calendar days**
****May not be necessary**** • If a Re-Study is needed, Transmission Provider perform Phase 3 Re-Study within 150 calendar days and post Re-Study results on OASIS. • Transmission Provider to hold open Interconnection Customer Report Meeting within 10 business days of publishing Re-Study results on OASIS. • Interconnection Customer to demonstrate M4 Readiness if no further System Impact Re-Studies are necessary within 20 business days of Report Meeting.
Phase 4: Individual Facilities Study: Within 90 calendar days
• Transmission Provider to complete Facilites Study, complete and submit draft Facilities Study Report to Interconnection Customer and post results of Study on OASIS within 90 calendar days from start of Phase 4. • Transmission Provider to hold open Interconnection Customer Report Meeting within 10 business days of end of Phase 4. • Interconnection Customer to provide written comments of Facilities Study Report to Transmission Provider within 30 days of receipt of draft Facilites Study Report. • Transmission Provider to issue Final Facilities Study Report to Customer within 15 business days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments.
Phase 5: LGIA:
• Transmission Provider to provide Interconnection Customer with draft LGIA within 30 calendar days of receipt of Interconnection Customer's Facilities Study comments. • Interconnection Customer to execute and return completed draft appendices within 30 calendar days of receipt of draft LGIA. • Deadline for LGIA negotiations to be completed within 60 calendar days of after tender of the final Interconnection Facilities Study Report. • Deadline for filing or executing LGIA is within 60 calendar days of after tender the draft LGIA provided to Interconnection Customer. • Interconnection Customer to satisfy Readiness Milestone 5 within 15 business days of receiving final LGIA

APPENDIX 1 to Revised LGIP
INTERCONNECTION REQUEST FOR A
LARGE GENERATING FACILITY

1. The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility with Transmission Provider's Transmission System pursuant to a Tariff.

2. This Interconnection Request is for (check one):
   _____A proposed new Large Generating Facility.
   _____An increase in the generating capacity or a Material Modification of an existing Generating Facility.
   _____A Generating Facility proposed for inclusion in a resource solicitation process.
   _____Replacement of Existing Generating Facility with no increase in capacity.

3. The type of interconnection service requested (check one):
   _____Energy Resource Interconnection Service
   _____Network Resource Interconnection Service

4. Interconnection Customer provides the following information:

   a. Address or location or the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;
   b. Maximum summer at ____ degrees C and winter at _____ degrees C megawatt electrical output of the proposed new Large Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;
   c. General description of the equipment configuration;
   d. Commercial Operation Date (Day, Month, and Year);
   e. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person;
   f. Approximate location of the proposed Point of Interconnection (optional);
   g. Interconnection Customer Data (set forth in Attachment A)
   h. Primary frequency response operating range for electric storage resources.
   i. Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity).
   j. If this Interconnection Request is for Generation Replacement, Interconnection Customer must submit:
      Planned or Actual date of cessation of operation for the Existing Generating Facility:_____
      Expected Commercial Operation Date for the Replacement Generating Facility:_____

5. Interconnection Customer provides applicable study deposit amount as specified in the Revised LGIP.

   $75,000 for requests of less than 50 MW; or
   $150,000 for requests of 50 MW and Greater, but less than 200 MW; or
   $250,000 for requests of 200 MW and greater

6. Interconnection Customer provides Readiness Milestone 1 (M1) as specified in the Revised LGIP.

   M1 is satisfied by any one of the three options below (also described in 3.4.1.f of the Revised LGIP) at Interconnection Customer's option. M1 may also be satisfied by providing additional security described in Section 7.7.5 *in lieu* of providing one of the three options to demonstrate readiness.

   i. Executed term sheet (or comparable evidence) related to a contract, binding upon the parties to the contract, for sale of (i) the constructed Generating Facility, (ii) the Generating Facility's energy, or (iii) the Generating Facility's ancillary services if the Generating Facility is an electric storage resource; where the term of sale is not less than five (5) years;

   ii. Reasonable evidence the project has been selected in a Resource Plan or Resource Solicitation Process; or

   iii. Provisional Large Generator Interconnection Agreement accepted for filing with FERC. Such an agreement shall not be suspended and shall include a commitment to construct the Generating Facility.

7. Interconnection Customer provides security equal to one times the study deposit described in Section 3.1 of the Revised LGIP in the form of an irrevocable letter of credit or cash.

8. If requesting NRIS: Interconnection Customer provides the expected point of delivery to deliver within the Transmission Provider's Control Area or to an adjoining Control Area if the Generating Facility is not designated a Network Resource pursuant to Section 30.2 of the Tariff.

9. Interconnection Customer provides Evidence of Site Control as specified in the Revised LGIP and Transmission Provider's business practices posted on OASIS.

10. This Interconnection Request shall be submitted to the representative indicated below:

    [To be completed by Transmission Provider]

11. Representative of Interconnection Customer to contact:

[To be completed by Interconnection Customer]

12. This Interconnection Request is submitted by:

Name of Interconnection Customer: _____

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

Attachment A to Appendix 1
Interconnection Request

LARGE GENERATING FACILITY DATA

UNIT RATINGS

kVA _____ °F _____ Voltage _____
Power Factor_____
Speed (RPM) _____ Connection (e.g. Wye) _____
Short Circuit Ratio _____ Frequency, Hertz _____
Stator Amperes at Rated kVA _____ Field Volts _____
Max Turbine MW _____ °F _____

Primary frequency response operating range for electric storage resources.

Minimum State of Charge: _____
Maximum State of Charge: _____

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H =_____kW sec/kVA
Moment-of-Inertia, WR^2 =_____lb. ft.^{2}

REACTANCE DATA (PER UNIT-RATED KVA)

DIRECT AXIS QUADRATURE AXIS

Synchronous – saturated	X_{dv}_____	X_{qv}_____
Synchronous – unsaturated	X_{di}_____	X_{qi}_____
Transient – saturated	X'_{dv}_____	X'_{qv}_____

Transient – unsaturated	X'_{di}_____	X'_{qi}_____
Subtransient – saturated	X''_{dv}_____	X''_{qv}_____
Subtransient – unsaturated	X''_{di}_____	X''_{qi}_____
Negative Sequence – saturated	$X2_v$_____	
Negative Sequence – unsaturated	$X2_i$_____	
Zero Sequence – saturated	$X0_v$_____	
Zero Sequence – unsaturated	$X0_i$_____	
Leakage Reactance	Xl_m_____	

Open Circuit	T'_{do}_____	T'_{qo}_____
Three-Phase Short Circuit Transient	T'_{d3}_____	T'_q_____
Line to Line Short Circuit Transient	T'_{d1}_____	
Short Circuit Subtransient	T''_d_____	T''_q_____
Open Circuit Subtransient	T'_{d2}_____	
Line to Neutral Short Circuit Transient	T''_{do}_____	T''_{qo}_____

FIELD TIME CONSTANT DATA (SEC)
ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit	T_{a3}_____
Line to Line Short Circuit	T_{a2}_____
Line to Neutral Short Circuit	T_{a1}_____

NOTE: If requested information is not applicable, indicate by marking “N/A.”

MW CAPABILITY AND PLANT CONFIGURATION
LARGE GENERATING FACILITY DATA

ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive	R_1_____
Negative	R_2_____
Zero	R_0_____

Rotor Short Time Thermal Capacity I_2^2t = _____
Field Current at Rated kVA, Armature Voltage and PF =_____amps
Field Current at Rated kVA and Armature Voltage, 0 PF =_____amps
Three Phase Armature Winding Capacitance =_____microfarad
Field Winding Resistance = _____ ohms _____°C

Armature Winding Resistance (Per Phase) =_____ ohms _____°C

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity Self-cooled/
Maximum Nameplate
_____/_____kVA

Voltage Ratio(Generator Side/System side/Tertiary)
_____/_____/_____kV

Winding Connections (Low V/High V/Tertiary V (Delta or Wye))
_____/_____/_____

Fixed Taps Available _____

Present Tap Setting _____

If more than one transformer stage is used to deliver the output from the proposed Generating Facility to the Transmission System, please provide the information above for each transformer or transformer type.

IMPEDANCE

Positive
Z_1 (on self-cooled kVA rating) _____%_____X/R

Zero
Z_0 (on self-cooled kVA rating) _____%_____X/R

EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

WIND AND OTHER NON-SYNCHRONOUS GENERATORS

Number of generators to be interconnected pursuant to this Interconnection Request: _____

Elevation: _____ Single Phase _____Three Phase _____

Inverter manufacturer, model name, number, and version:
_____

List of adjustable setpoints for the protective equipment or software:
_____

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet or other compatible formats, such as IEEE and PTI power flow models, must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device, then they shall be provided and discussed at Scoping Meeting.

Project Information: Site Control and Adequacy

Total acres required to construct the Generating Facility: _____

Total acres under site control for the Generating Facility at the time of application:
_____

Is Site Control required for Interconnection Facilities, i.e. transmission gen-tie or substation, to interconnect the Generating Facility? ___ Y ___ N

If yes, how many miles of gen-tie right-of-way are required? _____
What is the total number of acres required to build the gen-tie? _____
How many miles of gen-tie right-of-way are under Site Control at the time of this application?
_____

List any local, state, or federal government permits required to construct the Generating Facility and any applicable Interconnection Facilities, i.e. transmission gen-tie:
_____
_____

INDUCTION GENERATORS

(*) Field Volts: _____
(*) Field Amperes: _____
(*) Motoring Power (kW): _____
(*) Neutral Grounding Resistor (If Applicable: _____
(*) I_2^2t or K (Heating Time Constant): _____
(*) Rotor Resistance: _____
(*) Stator Resistance: _____
(*) Stator Reactance: _____
(*) Rotor Reactance: _____
(*) Magnetizing Reactance: _____
(*) Short Circuit Reactance: _____
(*) Exciting Current: _____
(*) Temperature Rise: _____
(*) Frame Size: _____
(*) Design Letter: _____
(*) Reactive Power Required In Vars (No Load): _____
(*) Reactive Power Required In Vars (Full Load): _____
(*) Total Rotating Inertia, H: _____Per Unit on KVA Base

Note: Please consult Transmission Provider prior to submitting the Interconnection Request to determine if the information designated by (*) is required.

APPENDIX 2 to Revised LGIP
DEFINITIVE INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this_____ day of_____, 20___ by and between_____, a _____ organized and existing under the laws of the State of_____, ("Interconnection Customer,") and _____a _____existing under the laws of the State of _____, ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform a Definitive Interconnection System Impact Study to assess the impact of interconnecting the Large Generating Facility to the Transmission System, and of any Affected Systems; and

WHEREAS, Interconnection Customer commits to provide certain Readiness Milestones through the Definitive Interconnection Study process as described in Section 7.7 of the Revised LGIP.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed a Definitive Interconnection System Impact Study consistent with Sections 7.3 and 7.4 of this Revised LGIP in accordance with the Tariff.

3.0 The scope of the Definitive Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Definitive Interconnection System Impact Study shall be based upon the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the Revised LGIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Definitive Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection,

Interconnection Request, or the technical information provided therein is modified, the time to complete the Definitive Interconnection System Impact Study may be extended.

5.0 The Definitive Interconnection System Impact Study report (Phase 2 or Phase 3 Report) shall provide the following information, as appropriate:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

- identification of any thermal overload or voltage limit violations resulting from the interconnection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and

    - description and non-binding, good faith estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 Interconnection Customer shall provide the deposit as specified in Section 3.1 of the Revised LGIP for the performance of the Definitive Interconnection System Impact Study and the Interconnection Facilities Study. Transmission Provider's good faith estimate for the time of completion of the Definitive Interconnection System Impact Study (Phase 2) is [insert date].

Upon receipt of the Interconnection Facilities Study results (Phase 4 Results), or withdrawal of the Interconnection Request, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Definitive Interconnection System Impact Study, and the Withdrawal Penalty, as applicable, allocated according to Sections 4.2.3 and 8.1 of the Revised LGIP and the cost of the individual Interconnection Facilities Study.
Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate, except as otherwise provided herein. As provided in Section 12.3 of the Revised LGIP, Interconnection Customer has thirty (30) Calendar Days of receipt of an invoice from Transmission Provider to pay any undisputed costs. If invoices are not paid within thirty (30) Calendar Days of receipt of an invoice, Transmission Provider shall draw upon the security provided to settle all accounts, which shall include any offsets of amounts due and owing by Transmission Provider. After the final invoice is paid and all accounts are settled, Transmission Provider shall refund all remaining security.

7.0 Miscellaneous. The Definitive Interconnection System Impact Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations

and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider or Transmission Owner, if applicable]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A to Appendix 2
Definitive Interconnection System Impact Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE
DEFINITIVE INTERCONNECTION SYSTEM IMPACT STUDY

The Definitive Interconnection System Impact Study shall be based upon the information set forth in the Interconnection Request(s) and results of applicable prior studies, subject to any modifications in accordance with Section 4.4 of the Revised LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider]

APPENDIX 3 to Revised LGIP
INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this_____ day of_____, 20___ by and between_____, a _____ organized and existing under the laws of the State of_____, ("Interconnection Customer,") and _____a _____existing under the laws of the State of _____, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System;

WHEREAS, Transmission Provider has completed a Definitive Interconnection System Impact Study (the "System Impact Study") and provided the results of said study to Interconnection Customer; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Definitive Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause an Interconnection Facilities Study consistent with Section 8 of this Revised LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Interconnection Facilities Study report (i) shall provide a description of, estimated cost of, schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short

circuit, instability, and power flow issues identified in the Definitive Interconnection System Impact Study.

5.0 Interconnection Customer shall meet the requirements specified under Section 8.1 of the Revised LGIP prior to the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

6.0 Interconnection Customer shall have provided the deposit as specified in Section 3.1 of the Revised LGIP for the performance of the Definitive Interconnection System Impact Study and the Interconnection Facilities Study.

Upon receipt of the Interconnection Facilities Study results (Phase 4 Results), Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Definitive Interconnection System Impact Study which includes costs allocated according to Section 4.2.3 of the Revised LGIP, the cost of the individual Interconnection Facilities Study, and the withdraw penalty calculated pursuant to 3.7.1.1, if applicable.

Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate, except as otherwise provided herein. As provided in Section 12.3 of the Revised LGIP, Interconnection Customer has thirty (30) Calendar Days of receipt of an invoice from Transmission Provider to pay any undisputed costs. If invoices are not paid within thirty (30) Calendar Days of receipt of an invoice, Transmission Provider shall draw upon the security provided to settle all accounts, which shall include any offsets of amounts due and owing by Transmission Provider. After the final invoice is paid and all accounts are settled, Transmission Provider shall refund all remaining security.

7.0 Miscellaneous. The Interconnection Facilities Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[**Insert name of Transmission Provider or Transmission Owner, if applicable]**

By: _____ By: _____

Title: _____Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A to Appendix 3
Interconnection Facilities Study Agreement

DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections:

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____Yes _____ No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____ Yes _____ No (Please indicate on one line diagram).

What type of control system or PLC will be located at Interconnection Customer's Large Generating Facility?

_____

What protocol does the control system or PLC use?

_____

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

_____

Bus length from generation to interconnection station:

_____

Line length from interconnection station to Transmission Provider's transmission line.

_____

Tower number observed in the field. (Painted on tower leg)* _____

Number of third party easements required for transmission lines*:

_____

* To be completed in coordination with Transmission Provider.

Is the Large Generating Facility in Transmission Provider's service area?

_____ Yes _____ No Local provider: _____

Please provide proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformer receives back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

APPENDIX 4 to Revised LGIP

Transitional Serial Interconnection Facilities Study Agreement

THIS AGREEMENT is made and entered into this_____ day of_____, 20___ by and between_____, a _____ organized and existing under the laws of the State of_____, ("Interconnection Customer,") and _____a _____existing under the laws of the State of _____, ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to continue processing its Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Transmission System; and

WHEREAS, Interconnection Customer has executed and Transmission Provider has accepted an Interconnection Facilities Study Agreement prior to September 27, 2019; and

WHEREAS, Interconnection Customer has provided certain requirements described in Section 5.1.1.1 of the Revised LGIP including a deposit on Transmission Provider's Interconnection Facilities and Network Upgrades.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Facilities Study consistent with Section 8 of this Revised LGIP in accordance with the Tariff.

3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement which shall be the same assumptions as the previous Interconnection Facilities Study Agreement.

4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the most recently published System Impact Study.

5.0 Interconnection Customer has met certain requirements described in Section 5.1.1.1 of the Revised LGIP. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

6.0 Interconnection Customer shall have previously provided the deposit of one hundred thousand dollars ($100,000.00) for the performance of the Interconnection Facilities Study.

Upon receipt of the Interconnection Facilities Study results, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study.

Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous. The Interconnection Facilities Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider or Transmission Owner, if applicable]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A to Appendix 4
Transitional Serial Interconnection Facilities Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE
TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY

[Assumptions to be completed by Interconnection Customer and Transmission Provider]

APPENDIX 5.1 to Revised LGIP
Transitional Cluster Study Agreement

THIS AGREEMENT is made and entered into this_____ day of_____, 20___ by and between_____, a _____ organized and existing under the laws of the State of_____, ("Interconnection Customer,") and _____a _____existing under the laws of the State of _____, ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform a "Transitional Cluster Study," which is a combined system impact and interconnection facility Cluster Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to physically and electrically connect the Large Generating Facility to the Transmission System; and

WHEREAS, Interconnection Customer has provided certain requirements described in Section 5.1.1.2 of the Revised LGIP including a deposit of five million dollars ($5,000,000) on expected Transmission Provider's Interconnection Facilities and Network Upgrades; and

WHEREAS, Interconnection Customer has a valid Queue Position as of September 27, 2019; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed a combined system impact and interconnection facility Cluster Study.

3.0 The Transitional Cluster Study shall be based upon the technical information provided by Interconnection Customer in the Interconnection Request. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become

necessary consistent with Good Utility Practice during the course of the Transitional Cluster Study and Interconnection Customer shall provide such data as quickly as reasonable.

4.0 The Transitional Cluster Study report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

- identification of any thermal overload or voltage limit violations resulting from the interconnection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and

- shall provide a description, estimated cost of, schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the most recently published System Impact Study.

5.0 Interconnection Customer has met certain requirements described in Section 5.1.1.2 of the Revised LGIP.

6.0 Interconnection Customer shall have previously provided a deposit for the performance of Interconnection Studies.

Upon receipt of the Transitional Cluster Study results, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Transitional Cluster Study.

Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous. The Interconnection Facilities Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider or Transmission Owner, if applicable]

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A to Appendix 5.1
Transitional Cluster Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE TRANSITIONAL CLUSTER STUDY (A COMBINED SYSTEM IMPACT AND INTERCONNECTION FACILITIES STUDY)

[Assumptions to be completed by Interconnection Customer Transmission Provider]

APPENDIX 5.2 to REVISED LGIP
PROVISIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this___day of _____, 20___ by and between_____, a _____ organized and existing under the laws of the State of_____, ("Interconnection Customer,") and _____a _____existing under the laws of the State of , ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer is proposing to establish a provisional interconnection with the Transmission System; and

WHEREAS, Interconnection Customer has submitted to Transmission Provider an Interconnection Request; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause a Provisional Interconnection Study in order to provide the service described in Article 5.9.2.

3.0 3.0 The Provisional Interconnection Study will determine if stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects with Provisional Interconnection Service. Transmission Provider shall determine any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of the new, modified and/or expanded Generating Facility.

4.0 4.0 The Provisional Interconnection Study shall determine the initial maximum permissible output of the Generating Facility.

5.0 The scope of the Provisional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

6.0 Interconnection Customer shall provide a deposit of $10,000 for the performance of the Provisional Interconnection Study. Transmission Provider's good faith estimate for the time of completion of the Provisional Interconnection Service Study is [insert date].

Upon receipt of the Provisional Interconnection Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Provisional Interconnection Study.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous. The Provisional Interconnection Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider or Transmission Owner, if applicable]

By: _____ By: _____

Title: _____Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A
Appendix 5.2
Provisional Interconnection
Study Agreement

ASSUMPTIONS USED IN CONDUCTING
THE PROVISIONAL INTERCONNECTION STUDY

[To be completed by Transmission Provider consistent with Article 5.9.2 of the LGIA.]

APPENDIX 5.3 to REVISED LGIP
SURPLUS INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this___day of _____, 20___ by and between_____, a _____ organized and existing under the laws of the State of_____, ("Interconnection Customer,") and _____a _____existing under the laws of the State of , ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is requesting to utilize Surplus Interconnection Service as described in Section 3.3 of the Revised LGIP; and

WHEREAS, Interconnection Customer is proposing to utilize an existing interconnection with the Transmission System; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause an Surplus Interconnection Study consistent with Section 3.3 of this Revised LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Surplus Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original System Impact Study is not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the request for Surplus Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify

any additional Interconnection Facilities and/or Network Upgrades. Surplus Interconnection Service is only available up to the amount that can be accommodated without requiring new Network Upgrades.

5.0 Interconnection Customer shall provide a deposit of $10,000 for the performance of the Surplus Interconnection Study. Transmission Provider's good faith estimate for the time of completion of the Surplus Interconnection Study is [insert date].

Upon receipt of the Surplus Interconnection Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Surplus Interconnection Study.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous. The Surplus Interconnection Study shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider or Transmission Owner, if applicable]

By: _____ By: _____

Title: _____Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A
Appendix 5.3
Surplus Interconnection
Study Agreement

ASSUMPTIONS USED IN CONDUCTING
THE SURPLUS INTERCONNECTION STUDY

[To be completed by Interconnection Customer and Transmission Provider consistent with Section 3.3 of the Revised LGIP.]

APPENDIX 5.4 to Revised LGIP
INFORMATIONAL INTERCONNECTION STUDY REQUEST

1. The undersigned Interconnection Customer submits this request to evaluate the interconnection of its Generating Facility with Transmission Provider's Transmission System pursuant to the Tariff.

2. The type of interconnection service to be evaluated (check one):
   _____Energy Resource Interconnection Service
   _____Network Resource Interconnection Service

3. Interconnection Customer provides the following information:

   a. Address or location or the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;
   b. Maximum summer at ____ degrees C and winter at _____ degrees C megawatt electrical output of the proposed new Large Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;
   c. General description of the equipment configuration;
   d. Commercial Operation Date to be studied (Day, Month, and Year);
   e. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person;
   f. Approximate location of the proposed Point of Interconnection;
   g. Interconnection Customer Data (set forth in Attachment A)
   h. Primary frequency response operating range for electric storage resources.
   i. Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity); and
   j. A Scope of Work including any additional information that may be reasonably required.

4. $10,000 study deposit amount as specified in the Revised LGIP.

5. For study purposes, the point of delivery to deliver within the Control Area or to adjoining Control Area if the Generating Facility is not designated a Network Resource pursuant to Section 30.2 of the Tariff.

6. This Informational Interconnection Study Request shall be submitted to the representative indicated below:

   [To be completed by Transmission Provider]

7. Representative of Interconnection Customer to contact:

[To be completed by Interconnection Customer]

8. This Interconnection Request is submitted by:

Name of Interconnection Customer: _____

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

Attachment A to Appendix 5.4
Informational Interconnection Study Request

LARGE GENERATING FACILITY DATA

UNIT RATINGS

kVA _____ °F _____ Voltage _____
Power Factor_____
Speed (RPM) _____ Connection (e.g. Wye) _____
Short Circuit Ratio _____ Frequency, Hertz _____
Stator Amperes at Rated kVA _____ Field Volts _____
Max Turbine MW _____ °F _____

Primary frequency response operating range for electric storage resources.

Minimum State of Charge: _____
Maximum State of Charge: _____

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H =_____kW sec/kVA
Moment-of-Inertia, WR^2 =_____lb. $ft.^2$

REACTANCE DATA (PER UNIT-RATED KVA)

DIRECT AXIS QUADRATURE AXIS

Synchronous – saturated	X_{dv}_____	X_{qv}_____
Synchronous – unsaturated	X_{di}_____	X_{qi}_____
Transient – saturated	X'_{dv}_____	X'_{qv}_____
Transient – unsaturated	X'_{di}_____	X'_{qi}_____
Subtransient – saturated	X''_{dv}_____	X''_{qv}_____
Subtransient – unsaturated	X''_{di}_____	X''_{qi}_____
Negative Sequence – saturated	$X2_v$_____	
Negative Sequence – unsaturated	$X2_i$_____	
Zero Sequence – saturated	$X0_v$_____	
Zero Sequence – unsaturated	$X0_i$_____	
Leakage Reactance	Xl_m_____	

Open Circuit	T'_{do}_____	T'_{qo}_____
Three-Phase Short Circuit Transient	T'_{d3}_____	T'_{q}_____
Line to Line Short Circuit Transient	T'_{d1}_____	
Short Circuit Subtransient	T''_{d}_____	T''_{q}_____
Open Circuit Subtransient	T'_{d2}_____	
Line to Neutral Short Circuit Transient	T''_{do}_____	T''_{qo}_____

FIELD TIME CONSTANT DATA (SEC)
ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit	T_{a3}_____
Line to Line Short Circuit	T_{a2}_____
Line to Neutral Short Circuit	T_{a1}_____

NOTE: If requested information is not applicable, indicate by marking “N/A.”

MW CAPABILITY AND PLANT CONFIGURATION
LARGE GENERATING FACILITY DATA

ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive	R_1_____
Negative	R_2_____
Zero	R_0_____

Rotor Short Time Thermal Capacity I_2^2t = _____
Field Current at Rated kVA, Armature Voltage and PF =_____amps
Field Current at Rated kVA and Armature Voltage, 0 PF =_____amps
Three Phase Armature Winding Capacitance =_____microfarad
Field Winding Resistance = _____ ohms _____°C
Armature Winding Resistance (Per Phase) =_____ ohms _____°C

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity	Self-cooled/ Maximum Nameplate
_____	/_____kVA

Voltage Ratio(Generator Side/System side/Tertiary)
_____/_____/_____kV

Winding Connections (Low V/High V/Tertiary V (Delta or Wye))
_____/_____/_____

Fixed Taps Available _____

Present Tap Setting _____

If more than one transformer stage is used to deliver the output from the proposed generator to the Transmission System, please provide the information above for each transformer or transformer type.

IMPEDANCE

Positive
Z_1 (on self-cooled kVA rating) _____%_____X/R

Zero
Z_0 (on self-cooled kVA rating) _____%_____X/R

EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

WIND GENERATORS

Number of generators to be interconnected pursuant to this Interconnection Request: _____

Elevation: _____ Single Phase _____Three Phase _____

Inverter manufacturer, model name, number, and version:
_____

List of adjustable setpoints for the protective equipment or software:
_____

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet or other compatible formats, such as IEEE and PTI power flow models, must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device, then they shall be provided and discussed at Scoping Meeting.

INDUCTION GENERATORS

(*) Field Volts: _____
(*) Field Amperes: _____
(*) Motoring Power (kW): _____
(*) Neutral Grounding Resistor (If Applicable: _____
(*) I_2^2t or K (Heating Time Constant): _____
(*) Rotor Resistance: _____
(*) Stator Resistance: _____
(*) Stator Reactance: _____
(*) Rotor Reactance: _____
(*) Magnetizing Reactance: _____
(*) Short Circuit Reactance: _____
(*) Exciting Current: _____
(*) Temperature Rise: _____
(*) Frame Size: _____
(*) Design Letter: _____
(*) Reactive Power Required In Vars (No Load): _____
(*) Reactive Power Required In Vars (Full Load): _____
(*) Total Rotating Inertia, H: _____Per Unit on KVA Base

Note: Please consult Transmission Provider prior to submitting the Informational Interconnection Study Request to determine if the information designated by (*) is required.

APPENDIX 5.5 to Revised LGIP
INFORMATIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this___day of _____, 20___ by and between_____, a _____ organized and existing under the laws of the State of_____, ("Interconnection Customer,") and _____a _____existing under the laws of the State of _____, ("Transmission Provider""). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is evaluating developing a Large Generating Facility or generating capacity addition to an existing Generating Facility and

WHEREAS, Interconnection Customer is proposing to evaluate an interconnection with the Transmission System; and

WHEREAS, Interconnection Customer has submitted to Transmission Provider an Informational Interconnection Study Interconnection Request; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause an Informational Interconnection Study consistent with Section 6 of this Revised LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Informational Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Informational Interconnection Study shall be performed solely for informational purposes.

5.0 The Informational Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by Interconnection Customer in Attachment A to this Agreement. The Informational Interconnection Study shall identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof that may be required to

provide transmission service or Interconnection Service based upon the assumptions specified by Interconnection Customer in Attachment A.

6.0 Interconnection Customer shall provide a deposit of ten thousand dollars ($10,000.00) for the performance of the Informational Interconnection Study. Transmission Provider's good faith estimate for the time of completion of the Informational Interconnection Study is [insert date].

Upon receipt of the Informational Interconnection Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Informational Interconnection Study.

Any difference between the initial deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous. The Informational Interconnection Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider or Transmission Owner, if applicable]

By: _____ By: _____

Title: _____Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

APPENDIX 5.6 to the Revised LGIP
GENERATION REPLACEMENT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this___day of _____, 20___ by and between_____, a _____ organized and existing under the laws of the State of_____, ("Interconnection Customer,") and _____a _____existing under the laws of the State of _____, ("Transmission Provider""). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is evaluating replacing an Existing Generating Facility with a Replacement Generating Facility and

WHEREAS, Interconnection Customer is proposing to evaluate Generation Replacement in accordance with Section 3.9 of the Revised LGIP; and

WHEREAS, Interconnection Customer has submitted to Transmission Provider all information required under Section 3.9 of the Revised LGIP, including an updated Appendix 1 for the Replacement Generating Facility; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause a Replacement Impact Study, a Reliability Assessment Study, and a Generation Replacement Interconnection Facilities Study (if necessary) to be performed consistent with Section 3.9 of this Revised LGIP and in accordance with the Tariff.

3.0 Interconnection Customer shall provide a deposit of fifty thousand dollars ($50,000.00) for the performance of the Replacement Impact Study, Reliability Assessment Study, and any Generation Replacement Interconnection Facilities Study (if required). Transmission Provider's good faith estimate for the time of completion of the Replacement Impact Study and Reliability Assessment Study is [insert date].

Upon receipt of the final study results, Transmission Provider shall charge, and Interconnection Customer shall pay the actual costs of the Informational Interconnection Study.

Any difference between the initial deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

4.0 Miscellaneous. This Generation Interconnection Replacement Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider or Transmission Owner, if applicable]

By: _____ By: _____

Title: _____Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

APPENDIX 6 to Revised LGIP
STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)

(Applicable to Generating Facilities that exceed 20 MW)

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STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement" or "LGIA") is made and entered into this ____ day of _____ 20____, by and between _____, a _____, organized and existing under the laws of the State/Commonwealth of _____, ("Interconnection Customer" with a Large Generating Facility), and _____, a _____, organized and existing under the laws of the State/Commonwealth of _____, ("Transmission Provider and/or Transmission Owner"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, Transmission Provider operates the Transmission System; and

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

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

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

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

Article 1. Definitions

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

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

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

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more

intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

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

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

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

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

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

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

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

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

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. If a requirement due date lands on a Saturday, Sunday or Federal Holiday, the requirement is due the next Business Day.

Cluster shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies

Clustering shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies

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

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

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

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

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Definitive Interconnection Study Process ("Definitive Interconnection Study") shall mean the complete definitive study process inclusive of the DISIS Request Window, Customer Engagement Window, Definitive Interconnection System Impact Study, and the Interconnection Facilities Study. Both the Resource Solicitation Cluster and the DISIS Cluster are processed under the Definitive Interconnection Study.

Definitive Interconnection System Impact Study ("DISIS") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of the Transmission System and, if applicable, an Affected System.

Definitive Interconnection System Impact Study Agreement ("DISIS Agreement") shall mean the form of agreement contained in Appendix 2 of the Revised LGIP for conducting the Definitive Interconnection System Impact Study.

Definitive Interconnection System Impact Study Cluster ("DISIS Cluster") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of Transmission System and, if applicable, an Affected System.

DISIS Request Window shall have the meaning set forth in Section 4.2.1 of the Revised LGIP.

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

Distribution System shall mean 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 shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service

necessary to 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 the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

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

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

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

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

Existing Generating Facility shall mean a Generating Facility that is either in service or under construction with an unsuspended interconnection agreement.

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

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

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

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online or taken offline individually.

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.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of its equipment at the Existing Generating Facility.

Generation Replacement shall mean replacement of one or more generating units and/or storage devices at an Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as those being decommissioned and electrically disconnected.

Generator Replacement Interconnection Facilities Study shall mean a study to determine a list of facilities to grant an Interconnection Customer’s request to interconnect a Replacement Generating Facility, the cost of those facilities, and the time required to interconnect those facilities. The scope of the study is defined in Section 3.9.4 of the Standard Large Generator Interconnection Procedures.

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, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable

Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Informational Interconnection Study shall mean an analysis based on assumptions specified by Interconnection Customer in the Informational Interconnection Study Agreement.

Informational Interconnection Study Agreement shall mean the form of agreement contained in Appendix 7 of the Revised LGIP for conducting the Informational Interconnection Study.

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

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

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

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities (e.g. for generator interconnection).

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Interconnection Facilities may be shared by more than one Generating Facility in a Cluster.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Definitive Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility or Replacement Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the Revised LGIP.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 3 of the Revised LGIP for conducting the Interconnection Facilities Study.

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

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

Interconnection Study shall mean any of the following studies: the Replacement Impact Study, the Reliability Assessment Study, Generator Replacement Interconnection Facilities Study, the Informational Interconnection Study, the Definitive Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures or Revised LGIP

Interconnection Study Agreement shall mean any of the following agreements: the Informational Interconnection Study Agreement, the Definitive Interconnection System Impact Study Agreement, or the Interconnection Facilities Study Agreement described in the Standard Large Generator Interconnection Procedures or Revised LGIP.

IRS shall mean the Internal Revenue Service.

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

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

LGIA Milestone shall mean milestones provided in Appendix B of this LGIA

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

Material Modification shall mean: (1) modification to an Interconnection Request in the queue that has a material adverse impact on the cost or timing of any other Interconnection Request with a later queue priority date; or (2) planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generation Replacement, and has a material adverse impact on the Transmission System, as compared to the impacts of

the Existing Generating Facility prior to the modification or replacement, with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit.

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

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

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

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

OASIS shall mean the Transmission Provider’s Open Access Same-Time Information System

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

Phase (“Phase 1, Phase 2, Phase 3, or Phase 4”) shall mean a distinct part of the Definitive Study Process as described in Section 7.

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

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Provisional Interconnection Service shall mean interconnection service provided by Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

Provisional Large Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between Transmission Provider and/or the Transmission Owner and the Interconnection Customer. This agreement shall take the form of the Large Generator Interconnection Agreement, modified for provisional purposes. Provisional Large Generator Interconnection Agreements are not eligible for suspension.

Queue shall mean a queue for valid Interconnection Requests for the Definitive Interconnection Study Process.

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

Readiness Milestone(s) shall have the meaning set forth in Section 7.7 of the Revised LGIP.

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

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generation Replacement on the reliability of the Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the expected Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.9 of the Large Generator Interconnection Procedures.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generation Replacement on the reliability of the Transmission System.

Revised LGIP shall mean the Large Generator Interconnection Process ad described in this Attachment N.

Resource Plan shall mean any process authorized or required by Applicable Laws and Regulations for, *inter alia*, the selection of Generating Facilities interconnected to the Transmission System of Transmission Provider

Resource Planning Entity shall mean any entity subject to or conducting a Resource Solicitation Process.

Resource Solicitation Cluster shall mean a Cluster Study associated with a Resource Planning Process.

Resource Solicitation Process shall mean any process authorized or required by Applicable Laws and Regulations for the acquisition of Network Resources by an entity interconnected to the Transmission System of Transmission Provider.

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

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

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

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

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

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

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

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

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

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Transmission Provider’s Interconnection Facilities may be shared by more than one Generating Facility in a given Cluster Study.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission 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.

Withdrawal Penalty shall have the meaning set forth in Section 3.7.1 of the Revised LGIP.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date.
This LGIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this LGIA 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 LGIA shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as Interconnection Customer may request (Term to be specified in individual agreements) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice.
This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation. This LGIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the Revised LGIP, including any extension provided thereunder, or, having previously achieved Commercial Operation, 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. Notwithstanding the forgoing, this LGIA shall not be terminated if the Interconnection customer has been approved for replacing or modifying its Generating Facility per Section 3.9 of the Revised LGIP until the LGIA associated with the replacement facility is in effect. When only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the Revised LGIP, including any extension provided thereunder, Transmission Provider shall terminate only that portion of the LGIA. Notwithstanding the foregoing, in the limited circumstance that

the Interconnection Request is served by a Contingent Facility with an in-service date that is later than the Commercial Operation Date permitted under Section 4.4.5 of the Revised LGIP, Transmission Provider shall terminate this LGIA only for failure to achieve Commercial Operation by ninety (90) Calendar Days after that later in-service date of the Contingent Facility. 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.

2.3.2 Default.
Either Party may terminate this LGIA 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 LGIA, which notice has been accepted for filing by FERC.

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

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

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

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

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

2.4.4 Transmission Provider shall refund the security provided under Section 10.3 of the Revised LGIP, including any accumulated interest, if applicable. Notwithstanding the foregoing, prior to remitting such security, plus accumulated interest, Transmission Provider shall offset against such security, and accumulated interest, any unpaid costs or penalties arising out of this Agreement or the Revised LGIP. Monies due the Interconnection Customer shall be remitted within 90 days of termination.

2.5 Disconnection.

Upon termination of this LGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the 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 LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 Survival.

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

Article 3. Regulatory Filings

3.1 Filing.

Transmission Provider shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this LGIA, or any amendment thereto, Interconnection Customer 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:

4.1.1 Energy Resource Interconnection Service.

4.1.1.1 The Product.
Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large 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 Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

4.1.1.2 Transmission Delivery Service Implications.
Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an “as available” basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large 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 Transmission Provider's 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 Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System 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 Upgrades.

4.1.2 Network Resource Interconnection Service.

4.1.2.1 The Product.

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Attachment A to this LGIA.

4.1.2.2 Transmission Delivery Service Implications.

Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large 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 an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, 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.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's 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 Interconnection Customer's Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within Transmission Provider's 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 Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. 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 Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

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

4.3 Performance Standards.
Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the LGIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service.
The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's 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 LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

5.1 Options.
Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either the Standard Option or Alternate Option set forth below for completion of Transmission Provider's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer’s designated dates are not acceptable to Transmission Provider, the Interconnection Customer shall notify Transmission Provider within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

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

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

If Transmission Provider subsequently fails to complete Transmission Provider'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, LGIA Milestones; Transmission Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

5.1.3 Option to Build.
Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option.
If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, 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 all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3) If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option),Transmission Provider shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build.

5.2 General Conditions Applicable to Option to Build.

If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades,

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

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

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

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

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

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's

Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

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

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

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

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

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

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Transmission Provider the agreed upon amount of [$ PLACEHOLDER] for Transmission Provider to execute the responsibilities enumerated to Transmission Provider under Article 5.2. Transmission Provider shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

5.3 Liquidated Damages.

The actual damages to Interconnection Customer, in the event Transmission Provider's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such

uncertainty, any liquidated damages paid by Transmission Provider to Interconnection Customer in the event that Transmission Provider does not complete any portion of Transmission Provider'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 Transmission Provider's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Provider has assumed responsibility to design, procure and construct.

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

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

5.4 Power System Stabilizers.

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

5.5 Equipment Procurement.

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

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

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

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

5.6 Construction Commencement.

Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

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

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

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

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

5.7 Work Progress.

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

5.8 Information Exchange.

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

5.9 Other Interconnection Options

5.9.1 Limited Operation.

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

5.9.2 Provisional Interconnection Service.

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities Transmission Provider may execute a Provisional Large Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Large Generator Interconnection Agreement with the Interconnection Customer for limited Interconnection Service at the discretion of Transmission Provider based upon an evaluation that will consider the results of available studies. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission System. Transmission Provider shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of Interconnection Service from the Generating Facility. Where available studies indicate that such, Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at the Interconnection Customer’s expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible

output of the Generating Facility in the Provisional Large Generator Interconnection Agreement shall be reviewed quarterly and updated if there are changes to system conditions compared to the system conditions previously used to determine of the maximum permissible output. Any necessary study is conducted at the Interconnection Customer's expense. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Large Generator Interconnection Agreement and the Large Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

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

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

5.10.2 Transmission Provider's Review.
Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, 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.

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 "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay

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

5.11 Transmission Provider's Interconnection Facilities Construction.

Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one-hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities [include appropriate drawings and relay diagrams]. Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights.

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

5.13 Lands of Other Property Owners.

If any part of Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network 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 Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Early Construction of Base Case Facilities.

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

5.16 Suspension.

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

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

5.16.1 Effect of Missed Interconnection Customer LGIA 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 LGIA Milestone provided in Appendix B ("LGIA Milestone"), this constitutes a Breach under this LGIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, Transmission Provider's LGIA 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 LGIA Milestones.

5.16.2 Effect of Suspension; Parties Obligations.

In the event that Interconnection Customer suspends work pursuant to this Article 5.16, the applicable construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension. Should Interconnection Customer thereafter request that work be recommenced, Appendix A and Appendix B may be revised to account for construction sequencing and modified milestones. If the Commercial Operation Date is extended beyond three (3) cumulative years described in Section 4.4.5 of the Revised LGIP and Article 2.3.1 of this LGIA, such an extension may be considered a Material Modification and result in the termination of the LGIA under Article 2.3.1. Interconnection Customer is required to maintain Site Control while this LGIA is in effect, including during suspension.

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 Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants.

In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Provider for Transmission Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 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 Provider's request, Interconnection Customer shall provide Transmission Provider with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Provider represents and covenants that the cost of Transmission Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider.

Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

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

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

5.17.4 Tax Gross-Up Amount.

Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the

amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA (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 Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider'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 Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request. Transmission Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events.

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

5.17.7 Contests.

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

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

5.17.8 Refund.

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

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

(ii) interest on any amount paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Interconnection Facilities. The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities 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 Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this LGIA. Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider.

5.17.10 Transmission Owners Who Are Not Transmission Providers.

If Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this LGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of Transmission Provider under this Article 5.17 of this LGIA.

5.18 Tax Status.

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

5.19 Modification.

5.19.1 General.

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the

work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of a proposed Generating Facility Modification to an Existing Generating Facility that is not a Material Modification and does 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 System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

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

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

Article 6. Testing and Inspection

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

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

the continued interconnection of the Large Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 Right to Observe Testing.

Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

6.4 Right to Inspect.

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

Article 7. Metering

7.1 General.

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

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 Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, 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 or its

designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 Standards.

Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment.

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

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 one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

Article 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 Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by Transmission Provider. Any

required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data

8.2 Remote Terminal Unit.

Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by 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 Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

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

8.3 No Annexation.

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

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, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model, and year of all wind turbines and meteorological instrumentation, latitude, longitude and hub height at every wind turbine and meteorological tower, real-time data including turbine generation (kW), wind speed (mph), turbine availability, wind direction (in degrees relative to true north), temperature (Celsius and F), pressure (mb), air density and turbine manufacturer power curve. The information provided shall be refreshed in approximately four-ten (4-10) second intervals with regard to its generation of Renewable Energy at the Facility.

The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model and year of all panels, inverters and meteorological instrumentation, latitude and longitude of the center of the

solar panels for every inverter and every meteorological tower, real-time data including inverter generation (kW), inverter availability, direct normal solar insolation (solar intensity), temperature, barometric pressure, wind speed (mph), wind direction (degrees relative to true north) and solar panel manufacturer power curve. The information provided shall be refreshed as frequently as allowed by the SCADA System, not to exceed sixty (60) second intervals.

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. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

Article 9. Operations

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

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

9.3 **Transmission Provider Obligations**. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this LGIA and Transmission Provider'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 Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. Interconnection Customer shall operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA.

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

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Large 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 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] This requirement also applies to existing non-synchronous generators making upgrades that require a new Generator Interconnection Agreement where the System Impact

Study shows the need for reactive power as a result of an upgrade.

[1] The effective date of Order 827 is October 14, 2016.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area 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) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

9.6.2.1 Voltage Regulators.
Whenever the Large Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its voltage regulators in automatic operation. If the Large Generating Facility's 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 Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power.
Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility when Transmission Provider

requests Interconnection Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9.6.4 Primary Frequency Response.

Interconnection Customer shall ensure the primary frequency response capability of its Large Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Large Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Large Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Large Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Large Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Large Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Interconnection Customer shall operate the Large Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements

contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

9.6.4.1 Governor or Equivalent Controls.

Whenever the Large Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Large Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Large Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Large Generating Facility's governor or equivalent controls to a minimum whenever the Large Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response.

Interconnection Customer shall ensure that the Large Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Large Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory

requirements. The Large Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions.

Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources.

Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its LGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response

consistent with Article 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

9.7 Outages and Interruptions.

9.7.1 Outages.

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

9.7.1.2 Outage Schedules.
Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime,

breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration.

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

9.7.2 Interruption of Service.

If required by Good Utility Practice to do so, 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 System;

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 and Transmission Provider; and

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

9.7.3 Under-Frequency and Over Frequency Conditions.

The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure “ride through” capability of the Transmission System. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with 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 and over-frequency conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

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

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

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

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

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

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

9.7.5 Requirements for Protection.

In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Large Generating Facility.

9.7.6 Power Quality.

Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by

ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

9.8 Switching and Tagging Rules.

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

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities.

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

9.9.2 Third Party Users.

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

9.10 Disturbance Analysis Data Exchange.

The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Provider's 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 Provider Obligations.
Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

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

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

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

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

Article 11. Performance Obligation.

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

11.2 Transmission Provider's Interconnection Facilities.

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

11.3 Network Upgrades and Distribution Upgrades.

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

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades.

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

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

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

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

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

11.5 Provision of Security.
At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider 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 costs for constructing, procuring and installing the applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes.

In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, 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.

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

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

11.6 Interconnection Customer Compensation.

If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.

Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice.

12.1 General.

Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, 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 months after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the

estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment.

Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this LGIA. If Interconnection Customer has not paid the final invoice following a withdrawal within thirty (30) Calendar Days, Transmission Provider shall draw upon the security provided under this LGIA to settle all accounts, which shall include any offsets of amounts due and owing by Transmission Provider. After the final invoice is paid and all accounts are settled, Transmission Provider shall refund all remaining security.

12.4 Disputes.

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

Article 13. Emergencies

13.1 Definition.

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

13.2 Obligations.

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

13.3 Notice.

Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action.

Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

13.5.1 General.

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

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2;

directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection.

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

13.6 Interconnection Customer Authority.

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

13.7 Limited Liability.

Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements.
Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this LGIA 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 LGIA 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 LGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

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

15.2 Billings and Payments.

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

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

15.4 Operations and Maintenance Notice.

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

Article 16. Force Majeure

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

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

Article 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 LGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate.
If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this

LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this LGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this LGIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity.

The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Person.

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

18.1.2 Indemnifying Party.

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

18.1.3 Indemnity Procedures.

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

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert

such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

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

18.2 Consequential Damages.

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

18.3 Insurance.

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

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

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with

minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

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

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

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees **(“**Other Party Group**”)** as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

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

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

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

18.3.9 Within ten (10) Calendar Days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 In addition to the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. In the event that a Party is permitted to self-insure pursuant to this article, it shall certify to the other Party with a letter of self-insurance that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

Article 19. Assignment

19.1 Assignment.
This LGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large 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 the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1 Severability. If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if Interconnection Customer (or any

third party, but only if such third party is not acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1)

Article 21. Comparability

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

Article 22. Confidentiality

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

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term.
During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

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

receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights.

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

22.1.5 No Warranties.

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

22.1.6 Standard of Care.

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

22.1.7 Order of Disclosure.

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that

Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement.

Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies.

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State.

Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such

information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

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

Article 24. Information Requirements

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

24.2 Information Submission by Transmission Provider.
The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include

Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer.

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

If Interconnection Customer's data is materially different from what was originally provided to 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 Transmission Provider Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation.

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

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

Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

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

Article 25. Information Access and Audit Rights

25.1 Information Access.

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

25.2 Reporting of Non-Force Majeure Events.

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

25.3 Audit Rights.

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

LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 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 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

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

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

Article 26. Subcontractors

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

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

26.3 No Limitation by Insurance.

The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

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

27.2 External Arbitration Procedures.
Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

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

27.4 Costs.
Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one-half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

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

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

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

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

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

Article 29. Joint Operating Committee

29.1 Joint Operating Committee.

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

29.1.1 Establish data requirements and operating record requirements.

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

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

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

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

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect.

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

30.2 Conflicts.

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

30.3 Rules of Interpretation.

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

30.4 Entire Agreement.

This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this LGIA.

30.5 No Third Party Beneficiaries.

This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver.

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

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

30.7 Headings.

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

30.8 Multiple Counterparts.

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

30.9 Amendment.

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

30.10 Modification by the Parties.

The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this LGIA 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 LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership.

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

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

[Insert name of Transmission Provider or Transmission Owner, if applicable]

By: _____ By: _____

Title: _____Title: _____

Date: _____ Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Appendix A to LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. **Interconnection Facilities:**

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

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

2. **Network Upgrades:**

   (a) [insert Stand Alone Network Upgrades]:

   (b) [insert Other Network Upgrades]:

3. **Distribution Upgrades:**

Appendix B to LGIA

LGIA Milestones

Appendix C to LGIA

Interconnection Details

Appendix D to LGIA

Security Arrangements Details

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

Appendix E to LGIA

Commercial Operation Date

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

[Date]

[Transmission Provider Address]

Re: _____ Large Generating Facility

Dear: _____

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

Thank you.

[Signature]

[Interconnection Customer Representative]

Appendix F to LGIA

Addresses for Delivery of Notices and Billings

Notices:.

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

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

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

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 LGIA 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. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

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 Transmission Provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), 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.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

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, etc.) 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.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by Transmission Provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be nine (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 (0) 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 executed a Facilities Study Agreement as of the effective date of the Final Rule establishing the reactive power requirements for non-synchronous generators in Article 9.6.1 of this LGIA (Order No. 827).[2] A wind generating plant to

which this provision applies shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if 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. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

[2] If identified in the System Impact Study as necessary to ensure safety or reliability, existing Generating Facilities being upgraded that require a new interconnection request are subject to this reactive power requirement.

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 the wind plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

APPENDIX 6.1 to Revised LGIP

INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT

Appendix G to the LGIA sets forth procedures specific to a wind generating plant. All other requirements of this Revised LGIP continue to apply to wind generating plant interconnections.

A. Special Procedures Applicable to Wind Generators

The wind plant Interconnection Customer, in completing the Interconnection Request required by section 3.4 of this Revised LGIP, may provide to Transmission Provider a set of preliminary electrical design specifications depicting the wind plant as a single equivalent generator. Upon satisfying these and other applicable Interconnection Request conditions, the wind plant may enter the Queue and receive the base case data as provided for in this Revised LGIP.

No later than six months after submitting an Interconnection Request completed in this manner, the wind plant Interconnection Customer must submit completed detailed electrical design specifications and other data (including collector system layout data) needed to allow Transmission Provider to complete the System Impact Study.

APPENDIX 7

Generator Replacement Coordinator

1. OVERVIEW

1.1 Purposes and Objectives

This Appendix 7 sets forth a framework whereby objective and verifiable assurance is provided to Interconnection Customers and the Federal Energy Regulatory Commission ("Commission") that Transmission Provider's Generation Replacement process under Attachment N – Revised Large Generator Interconnection Procedures of the Tariff ("LGIP") is administered in a nondiscriminatory manner consistent with reliability and Good Utility Practice. To achieve these objectives, the Transmission Provider will contract with a third party that meets the independence requirements described in this Appendix. This party, referred to herein as the Generator Replacement Coordinator ("GRC"), will implement the provisions of this Appendix by performing the functions set forth herein.

1.2 Applicability

The Transmission Provider, the GRC, and any Interconnection Customer that submits a Generation Replacement request shall be subject to the terms, conditions, and obligations of this Appendix.

1.3 Effective Date and Term

This Appendix 7 shall remain in effect for an Initial Term of three (3) years and shall continue in effect thereafter until terminated by an order of the Commission. After the Initial Term, Transmission Provider shall have the right to request termination of this Appendix 7 pursuant to Federal Power Act Section 205.

If, during the period of effectiveness of this Appendix 7, the agreement between the Transmission Provider and the GRC is terminated, Transmission Provider shall select a replacement GRC and provide notice to the Commission that such replacement GRC meets the qualifications of Section 2 of this Appendix.

1.4 Definitions

The capitalized terms used herein shall have the meaning ascribed to them in Section 1 of the LGIP. Capitalized terms not included in Section 1 of the LGIP shall be defined as follows:

Generation Replacement Coordinator ("GRC"): the party that meets the independence criteria of Section 2 and contracts with the Transmission Provider to implement the provisions of this Appendix 7.

Replacement Interconnection Studies: Collectively refers to Replacement Impact Studies, Reliability Assessment Studies, Generator Replacement Facility Studies.

2. GENERATION REPLACEMENT COORDINATOR

2.1 Retention of the Generation Replacement Coordinator

The Transmission Provider shall contract with an independent qualified party to be known as the Generation Replacement Coordinator (GRC). The GRC shall have experience and expertise appropriate to process and conduct Replacement Interconnection Studies. The Transmission Provider and the GRC shall negotiate the terms and conditions upon which the GRC will contract with the Transmission Provider. Nothing in this Appendix 8 shall be interpreted or construed as creating a partnership, joint venture, or fiduciary or agency relationship between the Transmission Provider and the GRC.

2.2 Independence of the GRC

2.2.1. To maintain independence, the GRC will satisfy and maintain compliance with the following criteria: (i) the GRC will not be an Interconnection Customer; (ii) the GRC, its employees and its board of directors will be prohibited from having a direct financial interest in any Interconnection Customer, the Transmission Provider, or their Affiliates; (iii) the GRC will not own any transmission, generation or distribution facilities in the region consisting of the Transmission Provider's Balancing Area and first tier Balancing Areas or any of the Transmission Provider's Affiliates; and (iv) the GRC's decision making process will be independent of control by an Interconnection Customer, the Transmission Provider, or their Affiliates. The GRC shall exercise independent decision-making in performing all activities associated with its responsibilities under this Appendix 7. The GRC shall maintain its offices separate from the offices of the Transmission Provider and its Affiliates. No employees of the GRC shall share office space with any employee of an Interconnection Customer, the Transmission Provider, or their Affiliates.

2.2.2. To further ensure the independence of the GRC and meet the objectives established in this Appendix, the GRC will have the authority to collect and analyze data relevant to its responsibilities and submit reports directly to the Commission. In response to the GRC's reports to the Commission that fall within the scope of this Appendix 7, the Transmission Provider may submit comments on the report to the Commission.

2.3 Standards of Conduct and Conflicts of Interest

2.3.1. All employees of the GRC performing functions under this Appendix 7 shall be treated, for purposes of the Commission's Standards of Conduct

set forth in 18 C.F.R. § 358 as the equivalent of transmission function employees of the Transmission Provider.

2.3.2. The GRC shall adopt a policy on conflicts of interest establishing appropriate standards for the professional and financial independence of the GRC from Transmission Provider and its Affiliates, consistent with Commission policies and regulations. In addition, the GRC shall adopt ethics policies and standards for its employees and subcontractors working on the Transmission Provider's Generator Replacement process. The GRC, including each employee performing functions under this Appendix 7, shall comply at all times with the conflicts of interest and ethics policies. The GRC shall certify such compliance to the Commission and the Transmission Provider prior to issuing its first Replacement Interconnection Study and upon request by the Commission.

3. GENERATION REPLACEMENT FUNCTIONS

3.1 The GRC's Administration of the Generation Replacement Process

The GRC shall administer the Generation Replacement process included as LGIP Section 3.9.

3.2 The GRC's Specific Generation Replacement Responsibilities

The GRC will process and evaluate all Generation Replacement requests on a nondiscriminatory basis consistent with LGIP Section 3.9. In processing and evaluating Generation Replacement requests, the GRC's responsibilities include the following:

(1) Collecting from the Interconnection Customer and the Transmission Provider all information necessary for the processing and evaluation of a Generation Replacement request.

(2) Determining that all preconditions necessary for a valid Generation Replacement request have been met;

(3) Determining whether some or all of the service subject to a Generation Replacement request must be processed as a new request for Interconnection Service.

(4) Maintaining a queue for Generation Replacement requests;

(5) Performing the necessary Replacement Interconnection Studies;

(6) Providing to the Transmission Provider for the Transmission Provider to post on its OASIS in a timely fashion (and without modification by the Transmission Provider) for each Generation Replacement, information

regarding the expected Commercial Operation Date of the Replacement Generating Facility, and the type of requested Interconnection Service;

(7) Providing all notices related to the processing and evaluation of a Generation Replacement request to the Interconnection Customer;

(8) Independently reviewing and validating data, information, and analyses provided by Transmission Provider to GRC in connection with Generator Replacement process;

(9) Responding to inquiries from an Interconnection Customer in connection with its Generator Replacement request; and

(10) Providing a copy of each final study report, along with the underlying study, to the Transmission Provider.

3.3 The Transmission Provider's Duties and Responsibilities

Other than the functions pursuant to LGIP Section 3.9 performed by the GRC, as described in Section 3.2 above, Transmission Provider will continue to administer, and perform all Transmission Provider functions pursuant to, its Tariff. In addition, Transmission Provider shall perform the following functions referenced in LGIP Section 3.9:

(1) Providing the data, information, and analyses (as well as updates, changes, or additions to such data, information, and analyses) required by the GRC to perform Replacement Interconnection Studies and to process Generator Replacement requests, ("Required Information");

(2) Posting to OASIS (as provided by the GRC and without modification by the Transmission Provider) for each Generation Replacement, information regarding the expected Commercial Operation Date of the Replacement Generating Facility and the type of requested Interconnection Service; and

(3) Whenever the GRC determines that some or all of a Generation Replacement request must be processed as a new request for Interconnection Service, Transmission Provider shall process the new request for Interconnection Service pursuant to the LGIP provisions applicable to a new request for Interconnection Service.

4. COORDINATION BETWEEN TRANSMISSION PROVIDER AND THE GRC

4.1 General

4.1.1. Transmission Provider and the GRC will coordinate as necessary for the GRC to perform its functions.

4.1.2. Whenever Transmission Provider provides Required Information to the GRC, the Transmission Provider shall supply such Required Information using Good Utility Practice and its knowledge of the Transmission System to provide the Required Information in a manner consistent with its obligation to respond to Generation Replacement requests on a nondiscriminatory basis. Upon receiving Required Information, the GRC shall use its independent judgment to review the information and determine whether the information satisfies applicable Tariff requirements and is otherwise consistent with the requirement to respond to Generation Replacement requests on a nondiscriminatory basis.

4.1.3. The GRC shall use its independent judgment to determine whether additional, updated, or modified Required Information is required by the GRC to perform Replacement Interconnection Studies and to process Generator Replacement requests.

4.2 Dispute Resolution

4.2.1. If (i) the GRC believes that the Required Information provided by the Transmission Provider is insufficient, and (ii) the Transmission Provider disagrees, then GRC and Transmission Provider shall meet and confer in an effort to resolve the matter. Both parties shall have an obligation to use reasonable efforts to resolve the dispute expeditiously.

4.2.2. If the dispute cannot be resolved informally and relates to a matter that affects multiple current or future Interconnection Customers, then the GRC shall take all reasonable steps, on an expeditious basis, to refer the dispute to the Commission's Dispute Resolution Service or its successor entity.

4.2.3. If the dispute cannot be resolved informally and relates to a specific Generator Replacement request, then the GRC shall seek to resolve the matter expeditiously by meeting with the affected Interconnection Ccustomer and the Transmission Provider. Following this meeting, if the matter cannot be resolved informally, then any of the Interconnection Customer, Transmission Provider, or the GRC may refer the dispute to the Commission's Dispute Resolution Service.

4.2.4. Nothing in this Section 4.2 shall restrict the right of an Interconnection Customer to (i) request that the Commission's Dispute Resolution Service attempt to resolve a dispute, or (ii) submit a complaint pursuant to FPA Section 206.

5. ERO COMPLIANCE

The GRC will perform its functions under this Appendix 7 in accordance with the NERC TPL-001 Reliability Standard (or subsequent standards), the Transmission Provider's Long-Range Planning Criteria, and the Transmission Provider's Generator

Interconnection Guidelines. These documents specify the criteria used by the Transmission Provider to assess the reliability of all proposed interconnection requests to ensure compliance with required NERC Reliability Standards and the Transmission Provider's OATT. The Transmission will provide these documents to the GRC and update them as necessary.

6. DATA COLLECTION AND DISCLOSURE

6.1 Access to Transmission Provider's Data and Information

6.1.1. To the extent the GRC requests access to Required Information from the Transmission Provider that was originally provided to the Transmission Provider by a third-party, then that Required Information shall be treated as Confidential Information, unless the information already is available from a public source or is otherwise subject to disclosure pursuant to any tariff or agreement administered by the Transmission Provider.

6.2.2. To the extent Transmission Provider considers Required Information requested by the GRC to be Confidential Information, Transmission Provider shall provide the Required Information to the GRC but may designate the data or other information to be Confidential Information pursuant to Section 12.1 of this Appendix 7.

6.1.3. To the extent Transmission Provider considers Required Information requested by the GRC to be subject to a legal privilege, the Transmission Provider may notify the GRC of the applicable legal privilege and may withhold the data or other information from the GRC.

6.1.4. In the event that a dispute arises over access to data or information, either the Transmission Provider or GRC may refer the matter to the Commission's Dispute Resolution Service.

6.2 Access to Data and Information of Interconnection Customers

6.2.1. Data Requests

If the GRC determines that additional data or other information is required to accomplish the objectives of this Appendix 7, the GRC may request such information from the Interconnection Customer. Any such request shall be accompanied by an explanation of the need for such data or other information, and, to the extent the data qualifies as Confidential Information, an acknowledgment of the obligation of the GRC to maintain the confidentiality of the data. All information provided to the GRC by Interconnection Customers that has been labeled as confidential by an Interconnection Customer, shall be treated as Confidential Information, unless already available from a public source or otherwise subject to disclosure under any tariff or agreement administered by the Transmission Provider.

6.2.2. Enforcement of Data Requests

Any Interconnection Customer receiving an information request from the GRC shall furnish all information, in the requested form or format that is reasonably necessary to achieve the purposes or objectives of this Appendix 7, whenever the requested information is not readily available from some other source that is more convenient, less burdensome and less expensive, and not subject to a legal privilege. No party that is the subject of a data request shall be required to produce any summaries, analyses, or reports of the data that do not exist at the time of the data request. In the event that a dispute arises over access to data or information, either the Interconnection Customer or the GRC may refer the dispute to the Commission's Dispute Resolution Service.

6.3 Confidentiality

The GRC shall use all reasonable procedures necessary to protect and to preserve the confidentiality of Confidential Information obtained pursuant to this Appendix 7. Except as may be required by subpoena or other compulsory process, the GRC shall not disclose Confidential Information to any person or entity without prior written consent of the party supplying the Confidential Information. To the extent the GRC requires access to Confidential Information obtained by Transmission Provider from third parties, the GRC shall not disclose the Confidential Information to any person or entity without prior written consent of the party supplying the Confidential Information to the Transmission Provider, except as may be required by subpoena or other compulsory process. Upon receipt of a subpoena or other compulsory process for the disclosure of Confidential Information, the GRC shall promptly notify the party that provided the data and shall provide all reasonable assistance requested by the party to prevent disclosure, and shall not release the data until the party provides written consent or until the party's legal avenues are exhausted. The confidentiality of

data and information provided to the Commission shall be maintained with a protective order or other procedures of the agency for protecting Confidential Information.

6.4 Access to Data by the Commission

The GRC shall provide data, information, or reports relating to Transmission Provider's Generator Replacement process to the Commission upon request, with a copy provided to the Transmission Provider. Notwithstanding anything in this Section 6 to the contrary, if the Commission or its staff, during the course of an investigation or otherwise, request information from the GRC that the GRC is otherwise required to maintain in confidence pursuant to this Appendix, the GRC shall provide the requested information to the Commission or its staff, within the time provided for in the request for information. In providing the information to the Commission or its staff, the GRC may, consistent with 18 C.F.R. § 388.112, request that the information be treated as confidential and non-public by the Commission and its staff and that the information be withheld from public disclosure. The GRC shall notify the party from whom the information was obtained when the GRC is notified by Commission or its staff that a request for public disclosure of, or decision to publicly disclose, confidential information has been received, at which time either the GRC or the party may respond before such information is made public, pursuant to 18 C.F.R. § 388.112.

6.5 Collection and Retention of Information

The GRC shall regularly collect and maintain the information necessary for implementing this Appendix. The GRC shall ensure that data and information necessary to carry out its duties is retained in usable form and shall be turned over to any successor GRC consistent with Section 6.3 above. The GRC shall adopt policies and procedures for the retention of information provided by Interconnection Customers. At the end of the applicable retention period, the GRC shall provide the data and information to the Transmission Provider. The Transmission Provider shall retain that information consistent with the applicable Commission and NERC document retention requirements.

7. BUDGETING AND FUNDING

The GRC and the Transmission Provider shall reach agreement on budgeting and funding the GRC's functions under this Appendix 7 to ensure, among other things, that the GRC has sufficient funding to discharge its responsibilities and obligations as GRC and that the terms of payment of the GRC by the Transmission Provider do not result in inappropriate incentives to favor the Transmission Provider or any Interconnection Customer over the interests of another. If a dispute arises over the budgeting or funding of the GRC, either party may refer the matter to the Commission's Dispute Resolution Service.

8. RIGHTS AND REMEDIES

8.1 With the exception of the limitation of liability provisions agreed to by the GRC and the Transmission Provider, nothing herein shall prevent the Transmission Provider or any other person or entity from asserting any rights it may have under the Federal Power Act or any other applicable law, statute, or regulation, including the filing of a petition with or otherwise initiating a proceeding before the Commission regarding any matter that is the subject of this Appendix 7.

8.2 An Interconnection Customer may submit a complaint under Section 206 of the Federal Power Act if it believes that the GRC or Transmission Provider is performing its functions in a manner inconsistent with this Appendix or is otherwise acting in manner inconsistent with any rule, regulation or policy adopted by the Commission.

ATTACHMENT O - PSCo
Public Service Company of Colorado Formulaic Rates

Public Service Company of Colorado

Transmission Formula Rate Settlement Template

Twelve Months Ended December 31, 20XX

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Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Summary of Estimated Rates

Table 2
Est. Rates

Line No.	Description	Reference	Transmission Amount	
	Col. (1)	Col. (2)	Col. (3)	
1	**Revenue Requirement**	ATRR Est. Line 138	$ -	
2				
3	Prior Period Correction True up Adjustment	WP_A-2 Line 136	-	
4	Interest on Prior Period Correction True Up Adjustment	WP_A-2 Line 137	-	
5				
6	**Estimated Revenue Requirement with True Up**	Sum Lines 1 through 4	$ -	
7				
8	**Divisor**			
9	Transmission Network Load	WP_I-1 Line 15, Col. (g)	0	
10				
11	**Rates**			
12	Annual Cost ($/kW-Yr)	Line 6 / Line 9	$ -	/kW-year
13				
14	Network & Point-to-Point Rate ($/kW-Mo)	Line 12 / 12	$ -	/kW-month
15				
16	Weekly P-To-P Rate	Line 12 / 52	$ -	/kW-week
17	Daily P-To-P Rate (Capped at weekly rate)	Line 16 / 6	$ -	/kW-day
18	On Peak Hourly P-To-P Rate (Capped at weekly & daily rate)	(Line 17 / 16) X 1,000	$ -	/MWh
19	Off Peak Hourly P-To-P Rate	((Line 16 / 7) / 24) X 1,000	$ -	/MWh
20				
21	**FERC Annual Charge**	(Note 1)		/MWh
22				
23				
24	**Ancillary Service Rates (2)**			
25				
26	**Schedule 1- Scheduling, System Control and Dispatch**			
27	Monthly Point-to-Point Delivery	Schedule 1 Line 18	$ -	/kW-month
28	Weekly Point-to-Point	Schedule 1	$ -	/kW-week

	Delivery			Line 19								
	Daily	Point-to-Point		Schedule 1								
29	Delivery			Line 20	$	-	/kW-day					
	Hourly	Point-to-Point		Schedule 1								
30	Delivery			Line 21	$	-	/MWh					
	Network	Integration		Schedule 1								
31	Delivery			Line 18	$	-	/kW-month					
				Schedule 1								
32	Ancillary Service Delivery			Line 18	$	-	/kW-month					
33												
34	**Schedule 2- Reactive Supply and Voltage Control From Generation Sources Service**											
	Monthly	Point-to-Point		Schedule 2								
35	Delivery			Line 24	$	-	/kW-month					
	Weekly	Point-to-Point		Schedule 2								
36	Delivery			Line 25	$	-	/kW-week					
	Daily	Point-to-Point		Schedule 2								
37	Delivery			Line 26	$	-	/kW-day					
	Daily	Point-to-Point		Schedule 2								
38	Delivery off Peak			Line 27	$	-	/kW-day					
	Hourly	Point-to-Point		Schedule 2								
39	Delivery			Line 28	$	-	/MWh					
	Hourly	Point-to-Point		Schedule 2								
40	Delivery off Peak			Line 29	$	-	/MWh					
	Network	Integration		Schedule 2								
41	Delivery			Line 24	$	-	/kW-month					
				Schedule 2								
42	Ancillary Service Delivery			Line 24	$	-	/kW-month					
43												
44	**Schedule 3 and 3A- Regulation and Frequency Response Service**				Load		Non-VER		VER			
	Reserved Capacity Factor applicable to network load or reserved											
45	capacity			Note 3	1.27%		0.24%		2.07%			
					$	-	$	-	$	-		
	Monthly	Point-to-Point		Schedule 3								
46	Delivery			Line 34	$	-	$	-	$	-	/kW-month	
	Weekly	Point-to-Point		Schedule 3 line								
47	Delivery			35	$	-	$	-	$	-	/kW-week	
	Daily	Point-to-Point		Schedule 3								
48	Delivery on Peak			Line 36	$	-	$	-	$	-	/MW-day	
	Daily	Point-to-Point		Schedule 3								
49	Delivery off Peak			Line 37	$	-	$	-	$	-	/MW-day	
	Hourly	Point-to-Point		Schedule 3								
50	Delivery on Peak			Line 38	$	-	$	-	$	-	/MWh	
	Hourly	Point-to-Point		Schedule 3								
51	Delivery off Peak			Line 39	$	-	$	-	$	-	/MWh	
	Network	Integration		Schedule 3								
52	Delivery			Line 34	$	-	$	-	$	-	/kW-month	
				Schedule 3								
53	Ancillary Service Delivery			Line 34	$	-	$	-	$	-	/kW-month	
54												

55						
56	**Schedule 5- Operating Reserve- Spinning Reserve Service**					
57	Reserved Capacity Factor applicable to network load or reserved capacity		Note 3	3.50%		x monthly Load
58	Monthly Delivery	Point-to-Point	Schedule 5 Line 22	$	-	/kW-month
59	Weekly Delivery	Point-to-Point	Schedule 5 Line 23	$	-	/kW-week
60	Daily Delivery	Point-to-Point	Schedule 5 Line 24	$	-	/kW-day
61	Daily Delivery off Peak	Point-to-Point	Schedule 5 Line 25	$	-	/kW-day
62	Hourly Delivery on Peak	Point-to-Point	Schedule 5 Line 26	$	-	/MWh
63	Hourly Delivery off Peak	Point-to-Point	Schedule 5 Line 27	$	-	/MWh
64	Network Integration Delivery		Schedule 5 Line 22	$	-	/kW-month
65	Ancillary Service Delivery		Schedule 5 Line 22	$	-	/kW-month
66						
67	**Schedule 6 - Operating Reserve - Supplemental Reserve Service**					
68	Reserved Capacity Factor applicable to network load or reserved capacity		Note 3	3.50%		x monthly Load
69	Monthly Delivery	Point-to-Point	Schedule 6 Line 22	$	-	/kW-month
70	Weekly Delivery	Point-to-Point	Schedule 6 Line 23	$	-	/kW-week
71	Daily Delivery	Point-to-Point	Schedule 6 Line 24	$	-	/kW-day
72	Daily Delivery off Peak	Point-to-Point	Schedule 6 Line 25	$	-	/kW-day
73	Hourly Delivery on Peak	Point-to-Point	Schedule 6 Line 26	$	-	/MWh
74	Hourly Delivery off Peak	Point-to-Point	Schedule 6 Line 27	$	-	/MWh
75	Network Integration Delivery		Schedule 6 Line 22	$	-	/kW-month
76	Ancillary Service Delivery		Schedule 6 Line 22	$	-	/kW-month
77						
78	**Schedule 16 - Flex Reserve**					
79	Reserved Capacity Factor applicable to network load or reserved capacity		Note 3	0%		x monthly Load
				$	-	
80	Monthly	Point-to-Point	Schedule 16	$	-	/kW-month

	Delivery		Line 34			
	Weekly	Point-to-Point	Schedule 16			
81	Delivery		line 35	$	-	/kW-week
	Daily	Point-to-Point	Schedule 16			
82	Delivery		Line 36	$	-	/kW-day
	Daily	Point-to-Point	Schedule 16			
83	Delivery off Peak		Line 37	$	-	/kW-day
	Hourly	Point-to-Point	Schedule 16			
84	Delivery on Peak		Line 38	$	-	/MWh
	Hourly	Point-to-Point	Schedule 16			
85	Delivery off Peak		Line 39	$	-	/MWh
	Network	Integration	Schedule 16			
86	Delivery		Line 34	$	-	/kW-month
			Schedule 16			
87	Ancillary Service Delivery		Line 34	$	-	/kW-month

Note 1. The FERC's annual charge per MWh is established by the Commission annually, and is assessed to the Transmission Owner, and is passed through to the Transmission Customers.
Note 2. Ancillary Service Schedules 2, 3, 3A, 5, 6, 16 will be based on actual data from the latest FERC Form No. 1. These schedules will be updated annually with the Annual Update but will not be subject to the True-up provision. Ancillary Service Schedule 1 will be updated annually, will be based on forecast data and will be subject to the True-up provision.
Note 3. Amount identified on Table 35, line 29.

Public Service Company of Colorado **Table 3**
Transmission Formula Rate Settlement Template **Actual Rates**
Twelve Months Ended December 31, 20XX
Actual Rates and True-up

Line No.	Description	Reference	Actual Rates	Estimated Rates	Difference (True-up) (Note 1)	
	Col. (1)	Col. (2)	Col. (3)	Col. (4)	Col. (5) = (3) - (4)	
1	**Revenue Requirement**	ATRR Act & Est. Line 138	$ -	$ -	$ -	
2						
3	**Divisor**					
4	Transmission Network Load	WP_I-1 Line 15	-	-	-	
5						
6	**Rates**					
7	Annual Cost ($/kW-Yr)	Line 1 / Line 4	$ -	$ -	$ -	/kW-year
8						
9	Network & Point-to-Point Rate ($/kW-Mo)	Line 7 / 12	$ -	$ -	$ -	/kW-month
10						
11	Weekly P-To-P Rate	Line 7 / 52	$ -	$ -	$ -	/kW-week
12	Daily P-To-P Rate (Capped at weekly rate)	Line 11 / 6	$ -	$ -	$ -	/kW-day
13	On Peak Hourly P-To-P Rate (Capped at weekly & daily rate)	(Line 12 / 16) X 1,000	$ -	$ -	$ -	/MWh
14	Off Peak Hourly P-To-P Rate	((Line 11 / 7) / 24) X 1,000	$ -	$ -	$ -	/MWh
15						
16						
17	**Ancillary Service Rates (Note 2)**					
18						
19	**Schedule 1- Scheduling, System Control and Dispatch**					
20	Monthly Point-to-Point Delivery	Schedule 1 Line 40 & 17	$ -	$ -	$ -	/kW-month
21	Weekly Point-to-Point Delivery	Schedule 1 Line 41 & 18	$ -	$ -	$ -	/kW-week
22	Daily Point-to-Point Delivery	Schedule 1 Line 42 & 19	$ -	$ -	$ -	/kW-day
23	Hourly Point-to-Point Delivery	Schedule 1 Line 43 & 20	$ -	$ -	$ -	/MWh
24	Network Integration Delivery	Schedule 1 Line 40 & 17	$ -	$ -	$ -	/kW-month
25	Ancillary Service Delivery	Schedule 1 Line 40 & 17	$ -	$ -	$ -	/kW-month

Note 1. The True-up calculations will include interest pursuant to Section 35.19a of the FERC's regulations. Interest will be calculated from the beginning of the Rate year to the date the refunds or surcharges are billed.

Note 2. Ancillary Service Schedule 1 is the only Ancillary Services rate that is subject to true up.

Public Service Company of Colorado **Table 4**
Transmission Formula Rate Settlement Template **ATRR Est.**
Twelve Months Ended December 31, 20XX
Annual Transmission Revenue Requirements- Estimated

Line No.	RATE BASE & RETURN CALCULATION	Reference/Notes	Total	Allocator (Note O)		Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
1	GROSS PLANT IN SERVICE	(Note A)				
2	Production	WP_B-1 Col. (d), Line 2	-	NA	0.00%	-
3	Transmission	WP_B-1 Col. (d), Line 3	-	DA	100%	0
4	Distribution	WP_B-1 Col. (d), Line 4	-	NA	0.00%	-
5	General Plant	WP_B-1 Col. (d), Line 5	-	W/S	0.00%	0
6	Intangible Plant	WP_B-1 Col. (d), Line 6	-	W/S	0.00%	0
7	Common Intangible	WP_B-1 Col. (d), Line 7	-	CE	0.00%	0
8	Common General	WP_B-1 Col. (d), Line 8	-	CE	0.00%	0
9	TOTAL GROSS PLANT	Sum Lines 2 through 8	-			-
10		Line 9, Col (5) divided by Col (3)		**GP =**	**0.00%**	
11						
12	ACCUMULATED DEPRECIATION	(Note A)				
13	Production	WP_B-1 Col. (d), Line 12	-	NA	0.00%	-
14	Transmission	WP_B-1 Col. (d), Line 13	-	DA	100%	-
15	Distribution	WP_B-1 Col. (d), Line 14	-	NA	0.00%	-
16	General Plant	WP_B-1 Col. (d), Line 15	-	W/S	0.00%	-
17	Intangible Plant	WP_B-1 Col. (d), Line 16	-	W/S	0.00%	-
18	Common Intangible	WP_B-1 Col. (d), Line 17	-	CE	0.00%	-
19	Common General	WP_B-1 Col. (d), Line 18	-	CE	0.00%	-
20	TOTAL ACCUMULATED DEPRECIATION	Sum Lines 13 through 19	-			-
21						
22	NET ACQUISITION ADJUSTMENT	(Note B)				
23	Production	WP_B-4 Col.(i) Line 15	-	NA	0.00%	-
24	Transmission Serving Production	WP_B-4 Col.(j) Line 15	-	NA	0.00%	-
25	Transmission Serving Transmission	WP_B-4 Col.(k) Line 15	-	DA	100%	-
26	TOTAL NET ACQUISITION ADJUSTMENT	Sum Lines 23 through 25	-			-
27						
28	NET PLANT IN SERVICE	(Note A)				

29	Production	Line 2 minus 13 plus 23 plus 24	-			-
30	Transmission	Line 3 minus 14 plus 25	-			-
31	Distribution	Line 4 minus 15	-			-
32	General Plant	Line 5 minus 16	-			-
33	Intangible Plant	Line 6 minus 17	-			-
34	Common Intangible	Line 7 minus 18	-			-
35	Common General	Line 8 minus 19	-			-
36	TOTAL NET PLANT IN SERVICE	Sum Lines 29 through 35	-			-
37		Line 36, Col (5) divided by Col (3)		**NP=**	**0.00%**	
38						
39	OTHER RATE BASE ITEMS	(Note C)				
40	Account No. 281	WP_B-2 Col (c) & (e), Line 3	-	DA	0.00%	-
41	Account No. 282	WP_B-2 Col (c) & (e), Line 30	-	DA		-
42	Account No. 283	WP_B-2 Col (c) & (e), Line 44	-	DA		-
43	Account No. 190	WP_B-3 Col (c) & (e), Line 81	-	DA		-
44	Account 182.3- Deficient ADIT (Non Plant)	WP_B-3- Deficient ADIT		DA		
45	Account 254- Excess ADIT (Non Plant)	WP_B-2- Excess ADIT		DA		
46	Regulatory Liabilities- FERC Account No. 254 (Note C)	WP_B-7 Col (e), Line 14	-	W/S	0.00%	-
47	Account No. 255	267.8.h	-	DA	100%	-
48	Account No. 107 (CWIP) (Note E)	WP_B-8 Col (a), Line 16	-	DA	100%	-
49	Net Pre-Funded AFUDC on CWIP included (Note E)	WP_B-8 Col (d), Line 16	-	DA	100%	-
50	Unamortized Balance of Abandoned Incentive Plant (Note E)	WP_B-Inputs Est. Line 143	-	DA	100%	-
51	Unamortized Balance of Extraordinary Property Loss (Note E)	WP_B-Inputs Est. Line 143	-	DA	100%	-
52	TOTAL OTHER RATE BASE ITEMS	Sum Lines 40 through 51	-			-
53						
54	LAND HELD FOR FUTURE USE (Note F)	WP_B-Inputs Est. Line 143	-	TP	0.00%	-
55						
56	WORKING CAPITAL					
57	Cash Working Capital	(Note G)	-			-
58	Materials & Supplies - Transmission	WP_B-6 Line 29	-	TP	0.00%	-
59	Materials & Supplies - Other	WP_B-6 Line 31	-	NP	0.00%	-
60	Prepayments (Account 165) Plant Related	WP_B-5 Line 8	-	NP	0.00%	-
61	Prepayments (Account 165) Labor Related	WP_B-5 Line 16	-	W/S	0.00%	-
62	Prepayments (Account 165) Transmission Related	WP_B-5 Line 20	-	TP	0.00%	-

63	Prepayments (Account 165) Other Not Allocated	WP_B-5 Line 44	-	NA	0.00%	-
64	TOTAL WORKING CAPITAL	Sum Lines 57 through 63	-			-
65						
66	RATE BASE	Line 36 plus 52 plus 54 plus 64	-			-
67						
68	Rate of Return	Line 166	0.00%			0.00%
69						
70	RETURN (Rate Base * Rate of Return)	Line 66 times Line 68	-			-

Line No.	EXPENSE, TAXES & REVENUE REQUIREMENTS CALCULATION	Reference/Notes	Total	Allocator (Note O)		Total Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
71	OPERATION & MAINTENANCE EXPENSE					
72	Transmission	WP_C-1 Line 31	-			
73	Less Total Account 561	WP_C-1 Line 36	-			
74	Add Back Account 561.4	WP_C-1 Line 5	-			
75	Add Back Account 561.5	WP_C-1 Line 6	-			
76	Add Back Account 561.6	WP_C-1 Line 7	-			
77	Add Back Account 561.7	WP_C-1 Line 8	-			
78	Add Back Account 561.8	WP_C-1 Line 9	-			
79	Less Total Account 565 (Note H)	WP_C-1 Line 13	-			
80	Add Back Account 565.25- System Integration Costs	WP_C-1 Line 34	-			
81	Transmission Subtotal	Sum Lines 72 through 80	-	TP	0.00%	-
82						
83	Administrative and General (Note I)	WP_C-2 Line 15	-			
84	Less: Acc. 924, Property Insurance	WP_C-2 Line 5	-			
85	Balance of A & G	Sum Lines 83 through 84	-	W/S	0.00%	-
86	Plus: Account 924, Property Insurance	Line 84	-	NP	0.00%	-
87	Account 928 - Transmission Specific	WP_C-4 Line 6	-	DA	100%	-
88	A & G Subtotal	Sum Lines 85 through 87	-			-
89						
90	TOTAL O & M EXPENSE	Line 81 plus Line 88	-			-
91						
92						
93	DEPRECIATION AND AMORTIZATION EXPENSE					

94	Transmission	WP_B-1 Line 24 Col. (d)	-	DA	100%	-
95	Plus: Pre-Funded AFUDC Amortization (Note E)	WP_B-8 Col (f), Line 18	-	DA	100%	-
96	Plus: Recovery of Abandoned Incentive Plant (Note E)	WP_B-Inputs Est. Line 143	-	DA	100%	-
97	Plus: Recovery of Extraordinary Property Loss (Note E)	WP_B-Inputs Est. Line 143	-	DA	100%	-
98	General	WP_B-1 Line 26 Col. (d)	-	W/S	0.00%	-
99	Intangible	WP_B-1 Line 27 Col. (d)	-	W/S	0.00%	-
100	Common Intangible	WP_B-1 Line 28 Col. (d)	-	CE	0.00%	-
101	Common General	WP_B-1 Line 29 Col. (d)	-	CE	0.00%	-
102	Acquisition Adjustment Amortization (Note F)	WP_B-4 Line 15 Col. Col. (o)	-	DA	100%	-
103	TOTAL DEPRECIATION AND AMORTIZATION	Sum Lines 94 through 102	-			-
104						
105	TAXES OTHER THAN INCOME	(Note J)				
106	Labor Related	WP_D-1 Line 5	-	W/S	0.00%	-
107	Plant Related	WP_D-1 Line 9	-	NP	0.00%	-
108	Miscellaneous	WP_D-1 Line 12	-	NA	0.00%	-
109	TOTAL OTHER TAXES	Sum Lines 106 through 108	-			-
110						
111	INCOME TAXES	(Note K)				
112	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =		0.00%			
113	CIT=(T/1-T) * (1-(WCLTD/R)) =		0.00%			
114	where WCLTD=(line 153) and R= (line 156)					
115	and FIT, SIT & p are as given in Note K.					
116	1 / (1 - T) = (from ln 110)		-			
117	Amortized Investment Tax Credit (enter negative)	Company Records				
118						
119	Excess ADIT Amortization (Credit) (Note Q)	WP_B-2-Excess ADIT				
120	Deficient ADIT Amortization (Debit) (Note Q)	WP_B-3-Deficient ADIT				
121						
122	Income Tax Calculation	Line 70 times Line 113	-			-
123	ITC adjustment	Line 116 times Line 117	-	NP	0.00%	-
124	Excess ADIT Amortization (Credit)	Line 116 times Line 119				
125	Deficient ADIT Amortization (Debit)	Line 116 times Line 120				
126	TOTAL INCOME TAXES	Sum Lines 122 through 125	-			-
127						
128						
129	REVENUE CREDITS	(Note L)				
130	Account No. 454 (Rent from Transmission Facilities)	WP_E-1 Line 4	-	DA	100%	-

131	Account No. 421.1 (Gain From Disposition of Utility Plant)	WP_E-1 Line 14	-	WS	0.00%	-
132	Account No. 456.0 (Revenue from Schedule 18)	WP_E-1 Line 9	-	DA	100%	-
133	Account No. 456.1 (Revenue from Trans. of Elect. of Others)	WP_F-1 Line 8 Col. (b)	-	DA	100%	-
134	Account No. 456.1 (Revenue from Trans. of Elect. of Others)	WP_F-1 Line 8 Col. (c)	-	DA	100%	-
135	Settlement Credit	Note P	726,905	DA	100%	-
136	Total Revenue Credits		726,905			-
137						
138	REVENUE REQUIREMENT		(726,905)			-

Line No.	SUPPORTING CALCULATIONS	Reference/Notes	Total	Allocator (Note O)		Total Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
139	TRANSMISSION PLANT INCLUDED IN THE ATRR	(Note M)				
140	Transmission plant	WP_B-1 Col. (a), Line 3				-
141	Transmission related Acquisition Adjustment	WP_B-4 Col. (c), Line 15				-
142	Total Transmission Plant	Sum Lines 140 through 141				-
143	Eliminate Generator Step-up facilities	WP_B-Inputs Est. Line 118				-
144	Transmission plant included in OATT Trans Rate	Sum Lines 142 through 143				-
145	Percent of Transmission Plant in the ATRR	Line 1144 divided by Line 142			**TP=**	**0.00%**
146						
147	WAGES & SALARY ALLOCATOR (W/S)					
148	Production	Company Records		NA	0.00%	-
149	Transmission	WP_C-1 Line 31 Col. (b)	-	TP	0.00%	-
150	Regional Market	Company Records		NA	0.00%	-
151	Distribution	Company Records		NA	0.00%	-
152	Other	Company Records		NA	0.00%	-
153	Total	Sum Lines 148 through 152	-			-
154						
155	W/S Allocator	Line 153, Col. Col. (5) divided by Col. Col. (3)			**W/S=**	**0.00%**
156						
157	Common to Electric Transmission Allocator	Common Plant to Electric (Common Plant Study)				
158		W/S Allocator, Line				0.00%

		155				
159		Line 157 times Line 158			**CE=**	**0.00%**
160						
161						
162	RETURN	(Note N)	$	%	Cost	Weighted
163	Long Term Debt	WP_G-1 Col (n), Line 6	-	0.00 %	0.00%	0.0000
164	Preferred Stock	WP_G-1 Col (n), Line 8	-	0.00 %	0.00%	0.0000
165	Common Stock	WP_G-1 Col (n), Line 14	-	0.00 %	9.72%	0.0000
166	Total	Sum Lines 163 through 165	-		**ROR=**	**0.0000**
167						
168						
169	PREPAYMENTS ALLOCATION FACTOR TO ELECTRIC		**20XX FERC Form No. 1**			
170						
171	Total Electric Plant in Service	207, Ln.100, Col. (g)				
172	Common PIS Allocated to Electric	356				
173	Electric Plant Held for Future Use	214, Ln. 47, Col. (d)				
174	Electric Construction Work in Progress	216, Ln. 43, Col. (b)				
175	Common CWIP Allocated to Electric	356				
176	Total Electric Plant	Sum Lines 163 through 167	-			
177	Total Utility Plant	110, Ln. 4, Col. (c)				
178						
179	Electric Plant to Total Plant Allocation Factor	Line 176 divided by Line 177	**0.00%**			

General Notes: a) References to data from FERC Form No. 1 are indicated as: page#.line#.col.#

Notes:

A Gross Plant, Accumulated Depreciation Reserves will be the average of thirteen monthly balances.

B Transmission serving transmission related amounts associated with the Calpine Acquisition are included.

Future Acquisition Adjustment amounts will not be included in the formula except as directed by the Commission pursuant to a Section 205 filing.

The Net Acquisition Adjustment will be the average of thirteen monthly balances.

C Reflects the BOY/EOY average of the transmission related portion of balances in Accounts 281, 282, 283, 190 and 255 as adjusted by any amounts in contra accounts identified as regulatory assets or liabilities related to FASB 106, 109, 133, 158 or FASB Interpretation No. 48. Balance of Account 255 is reduced by prior flow throughs and completely excluded if the utility chose to utilize amortization of tax credits against taxable income as discussed in Note k. The calculation of ADIT for both the true-up and the annual projection will be performed in accordance with IRS regulation Section 1.167(l)-1(h)(6). The Annual True-Up for a given year will use the same methodology that was used to project that year's rates. (Except for ADIT proration, which is described in Table 39, WP_ADIT Prorate.) The annual true-up calculation will use the beginning-of-year and end-of-year balances as set forth in Table 8, Workpaper B-2, Estimated and Table 9, Workpaper B-3, Estimated; and the calculation of ADIT in the annual projection will be performed as set forth in Table 8, Workpaper B-2, Actual and Table 9, Workpaper B-3, Actual.

D The Regulatory Liability associated with the sale of the Technical Service Building (TSB) will be included in Rate Base. Future Regulatory Liabilities will not be included in the

formula except as directed by the Commission pursuant to a Section 205 filing.

E Includes any incentive Construction Work in Progress (CWIP), any related Pre-funded Allowance for Funds Used During Construction (AFUDC), any unamortized balances
related to the recovery of abandoned incentive plant costs, any extraordinary property losses and any related depreciation and amortization expense amounts.
Formula amounts for all of the foregoing items will remain at $0 until approved by FERC pursuant to a Section 205 filing under a separate docket.

F Includes only transmission related or functionally booked as transmission land held for future use.

G Cash Working Capital will be set at and remain $0 until such time as PSCo files and receives FERC approval.

H Account 565 Transmission by Others is included only to the extent used to integrate the PSCo Transmission system.

I Post-Employment Benefits Other than Pensions (FAS 106) shall remain as a stated, fixed amount and shall not be changed except as directed by the Commission
following a filing seeking such change pursuant to section 205 or 206 of the FPA. The adjustment is shown on WP_C-3 PBOP.
Regulatory Commission expenses (FERC Account 928) will be directly assigned or allocated to Transmission.

General Advertising Expenses (FERC Account 930.1) will be excluded.
All industry association dues recorded in FERC Account 930.2 will be excluded. The adjustment is shown on WP_C-2, Note 4.

J Includes only FICA, unemployment, property, and other assessments charged in the current year.
Taxes related to income are excluded. Franchise taxes are not included in transmission revenue requirement in the Rate Formula Template,

K The currently effective income tax rate, where FIT is the Federal income tax rate; SIT is the State income tax rate, and p =

"the percentage of federal income tax deductible for state income taxes".
PSCo has elected to utilize amortization of tax credits against taxable income, rather than book tax credits to Account No. 255 and reduce
rate base, must reduce its income tax expense by the amount of the Amortized Investment Tax Credit (Form 1, 266.8.f) less adjustments

multiplied by (1/1-T) (page 3, line 30).

Inputs Required:

FIT =		
SIT=		(State Income Tax Rate or Composite SIT)
p =		(percent of FIT deductible for state purposes)

If a change in an income tax rate is known sufficiently in advance to be reflected in the estimated rates that will become effective January 1 for the upcoming formula rate year, PSCo will reflect the new tax rate(s) in the estimated rate calculations for the months in which the new tax rate will be in effect for the formula rate year. Otherwise, such tax change will be captured and reflected in the annual formula true-up by weighting the tax rates in effect during the year by the number of days each such tax rate was in effect.

L Includes income related to transmission facilities, such as pole attachments, rentals and special use for the Transmission facilities included herein.
FERC 421.1 Gain on the Disposition of Utility Property will be assigned or allocated to the transmission function based on the specific property sold.
Revenue from coincident peak loads included in the DIVISOR are also not included as revenue credits unless this revenue is offset by a corresponding expense

M Removes the dollars of plant booked to transmission plant that is excluded from the Tariff because it does not meet the Tariff's definition of Transmission
Facilities, or is booked to transmission (e.g. step-up transformers) that is included in the development of OATT ancillary service rates,

or is otherwise not eligible to be recovered under this Tariff.

N Return on Equity will be set at 9.72%. Thereafter, any change will require a filing with the Commission pursuant to FPA Section 205 or a Commission order pursuant to FPA Section 206.
If and when the Company issues preferred stock, footnote will indicate the authorizing regulatory agency, the docket/case number, and the date of the authorizing order.

O The calculation of the **GP** Allocator is found on Line 10.

The calculation of the **NP** Allocator is found on Line 37.

The calculation of the **W/S** Allocator is found on Line 155.

The calculation of the **CE** Allocator is found on Line 159.

The calculation of the **TP** Allocator is found on Line 145.

P The Company agreed in Docket No. ER12-1589-000 to include a total company credit in the Transmission Formula Template equal to $726,905. This amount is fixed and cannot be

changed without a Section 205 or 206 filing.

Q Includes the amortization of any excess/deficient deferred income taxes resulting from changes to income tax laws, income tax rates (including changes in apportionment) and other actions taken by a taxing authority. Excess and deficient deferred income taxes will reduce or increase tax expense by the amount of the excess or deficiency multiplied by (1/(1-T)). Amortizations of excess/deficient deferred income taxes resulting from the enactment of the Tax Cuts and Jobs Act will be included beginning January 1, 2018 (with the 2018 True-Up)

Public Service Company of Colorado **Table 5**
Transmission Formula Rate Settlement Template **ATRR Act**
Twelve Months Ended December 31, 20XX
Annual Transmission Revenue Requirements- Actual

Line No.	RATE BASE & RETURN CALCULATION	Reference/Notes	Total	Allocator (Note O)		Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
1	GROSS PLANT IN SERVICE	(Note A)				
2	Production	WP_B-1 Col. (d), Line 2	-	NA	0.00%	-
3	Transmission	WP_B-1 Col. (d), Line 3	-	DA	100%	-
4	Distribution	WP_B-1 Col. (d), Line 4	-	NA	0.00%	-
5	General Plant	WP_B-1 Col. (d), Line 5	-	W/S	0.00%	-
6	Intangible Plant	WP_B-1 Col. (d), Line 6	-	W/S	0.00%	-
7	Common Intangible	WP_B-1 Col. (d), Line 7	-	CE	0.00%	-
8	Common General	WP_B-1 Col. (d), Line 8	-	CE	0.00%	-
9	TOTAL GROSS PLANT	Sum Lines 2 through 8	-			-
10		Line 9, Col. (5) divided by Col. (3)		**GP=**	**0.00%**	
11						
12	ACCUMULATED DEPRECIATION	(Note A)				
13	Production	WP_B-1 Col. (d), Line 12	-	NA	0.00%	-
14	Transmission	WP_B-1 Col. (d), Line 13	-	DA	100%	-
15	Distribution	WP_B-1 Col. (d), Line 14	-	NA	0.00%	-
16	General Plant	WP_B-1 Col. (d), Line 15	-	W/S	0.00%	-
17	Intangible Plant	WP_B-1 Col. (d), Line 16	-	W/S	0.00%	-
18	Common Intangible	WP_B-1 Col. (d), Line 17	-	CE	0.00%	-
19	Common General	WP_B-1 Col. (d), Line 18	-	CE	0.00%	-
20	TOTAL ACCUMULATED DEPRECIATION	Sum Lines 13 through 19	-			-
21						
22	NET ACQUISITION ADJUSTMENT	(Note B)				
23	Production	WP_B-4 Col.(i) Line 15	-	NA	0.00%	-
24	Transmission Serving Production	WP_B-4 Col.(j) Line 15	-	NA	0.00%	-
25	Transmission Serving Transmission	WP_B-4 Col.(k) Line 15	-	DA	100%	-
26	TOTAL NET ACQUISITION ADJUSTMENT	Sum Lines 23 through 25	-			-
27						
28	NET PLANT IN SERVICE	(Note A)				
29	Production	Line 2 minus 13				

		plus 23 plus 24	-			-
30	Transmission	Line 3 minus 14 plus 25	-			-
31	Distribution	Line 4 minus 15	-			-
32	General Plant	Line 5 minus 16	-			-
33	Intangible Plant	Line 6 minus 17	-			-
34	Common Intangible	Line 7 minus 18	-			-
35	Common General	Line 8 minus 19	-			-
36	TOTAL NET PLANT IN SERVICE	Sum Lines 29 through 35	-			-
37		Line 36, Col (5) divided by Col (3)		**NP=**	**0.00%**	
38						
39	OTHER RATE BASE ITEMS	(Note C)				
40	Account No. 281	WP_B-2 Col. (c) & (e), Line 3	-	DA	0.00%	-
41	Account No. 282	WP_B-2 Col. (c) & (e), Line 30	-	DA		-
42	Account No. 283	WP_B-2 Col. (c) & (e), Line 83	-	DA		-
43	Account No. 190	WP_B-3 Col. (c) & (e), Line 84	-	DA		-
44	Account 182.3-Deficient ADIT	WP_B-3-Deficient ADIT		DA		
45	Account 254-Excess ADIT	WP_B-2-Excess ADIT		DA		
46	Regulatory Liabilities- FERC Account No. 254 (Note C)	WP_B-7 Line 14	-	W/S	0.00%	-
47	Account No. 255	267.8.h	-	DA	100%	-
48	Account No. 107 (CWIP) (Note E)	WP_B-8 Col. (a), Line 16	-	DA	100%	-
49	Net Pre-Funded AFUDC on CWIP included (Note E)	WP_B-8 Col. (d), Line 16	-	DA	100%	-
50	Unamortized Balance of Abandoned Incentive Plant (Note E)	WP_B-Inputs Act. Line 142	-	DA	100%	-
51	Unamortized Balance of Extraordinary Property Loss (Note E)	WP_B-Inputs Act. Line 142	-	DA	100%	-
52	TOTAL OTHER RATE BASE ITEMS	Sum Lines 40 through 51	-			-
53						
54	LAND HELD FOR FUTURE USE (Note F)	WP_B-Inputs Act. Line 142	-	TP	0.00%	-
55						
56	WORKING CAPITAL					
57	Cash Working Capital	(Note G)	-			-
58	Materials & Supplies - Transmission	WP_B-6 Line 29	-	TP	0.00%	-
59	Materials & Supplies - Other	WP_B-6 Line 31	-	NP	0.00%	-
60	Prepayments (Account 165) Plant Related	WP_B-5 Line 8	-	NP	0.00%	-
61	Prepayments (Account 165) Labor Related	WP_B-5 Line 16	-	W/S	0.00%	-
62	Prepayments (Account 165) Transmission Related	WP_B-5 Line 20	-	TP	0.00%	-
63	Prepayments (Account 165) Other Not Allocated	WP_B-5 Line 44		NA	0.00%	

			-		-
64	TOTAL WORKING CAPITAL	Sum Lines 57 through 63	-		-
65					
66	RATE BASE	Line 36 plus 52 plus 54 plus 64	-		-
67					
68	Rate of Return	Line 166	0.00%		0.00%
69					
70	RETURN (Rate Base * Rate of Return)	Line 66 times Line 68	-		-

Line No.	EXPENSE, TAXES & REVENUE REQUIREMENTS CALCULATION	Reference/Notes	Total	Allocator (Note O)		Total Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
71	OPERATION & MAINTENANCE EXPENSE					
72	Transmission	WP_C-1 Line 31	-			
73	Less Total Account 561	WP_C-1 Line 36	-			
74	Add Back Account 561.4	WP_C-1 Line 5	-			
75	Add Back Account 561.5	WP_C-1 Line 6	-			
76	Add Back Account 561.6	WP_C-1 Line 7	-			
77	Add Back Account 561.7	WP_C-1 Line 8	-			
78	Add Back Account 561.8	WP_C-1 Line 9	-			
79	Less Total Account 565 (Note H)	WP_C-1 Line 13	-			
80	Add Back Account 565.25- System Integration Costs	WP_C-1 Line 34	-			
81	Transmission Subtotal	Sum Lines 72 through 80	-	TP	0.00%	-
82						
83	Administrative and General (Note I)	WP_C-2 Line 15	-			
84	Less: Acc. 924, Property Insurance	WP_C-2 Line 5	-			
85	Balance of A & G	Sum Lines 83 through 84	-	W/S	0.00%	-
86	Plus: Account 924, Property Insurance	Line 84	-	NP	0.00%	-
87	Account 928 - Transmission Specific	WP_C-4 Line 21	-	DA	100%	-
88	A & G Subtotal	Sum Lines 85 through 87	-			-
89						
90	TOTAL O & M EXPENSE	Line 81 plus Line 88	-			-
91						
92						
93	DEPRECIATION AND AMORTIZATION EXPENSE					
94	Transmission	WP_B-1 Line 24		DA	100%	

		Col. (d)	-			-
95	Plus: Pre-Funded AFUDC Amortization (Note E)	WP_B-8 Col (f), Line 18	-	DA	100%	-
96	Plus: Recovery of Abandoned Incentive Plant (Note E)	WP_B-Inputs Act. Line 144	-	DA	100%	-
97	Plus: Recovery of Extraordinary Property Loss (Note E)	WP_B-Inputs Act. Line 144	-	DA	100%	-
98	General	WP_B-1 Line 26 Col. (d)	-	W/S	0.00%	-
99	Intangible	WP_B-1 Line 27 Col. (d)	-	W/S	0.00%	-
100	Common Intangible	WP_B-1 Line 28 Col. (d)	-	CE	0.00%	-
101	Common General	WP_B-1 Line 29 Col. (d)	-	CE	0.00%	-
102	Acquisition Adjustment Amortization (Note F)	WP_B-4 Line 15 Col. Col. (o)	-	DA	100%	-
103	TOTAL DEPRECIATION AND AMORTIZATION	Sum Lines 94 through 102	-			-
104						
105	TAXES OTHER THAN INCOME	(Note J)				
106	Labor Related	WP_D-1 Line 5	-	W/S	0.00%	-
107	Plant Related	WP_D-1 Line 9	-	NP	0.00%	-
108	Miscellaneous	WP_D-1 Line 12	-	NA	0.00%	-
109	TOTAL OTHER TAXES	Sum Lines 106through 108	-			-
110						
111	INCOME TAXES	(Note K)				
112	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =		0.00%			
113	CIT=(T/1-T) * (1-(WCLTD/R)) =		0.00%			
114	where WCLTD=(line 153) and R= (line 156)					
115	and FIT, SIT & p are as given in Note K.					
116	1 / (1 - T) = (from ln 110)		-			
117	Amortized Investment Tax Credit (enter negative)	FF1 266.8.f				
118						
119	Excess ADIT Amortization (Credit) (Note Q)	WP_B-2-Excess ADIT				
120	Deficient ADIT Amortization (Debit) (Note Q)	WP_B-3-Excess ADIT				
121						
122	Income Tax Calculation	Line 70 times Line 113	-			-
123	ITC adjustment	Line 116 times Line 117	-	NP	0.00%	-
124	Excess ADIT Amortization (Credit)	Line 116 times Line 119				
125	Deficient ADIT Amortization (Debit)	Line 116 times Line 120				
126	TOTAL INCOME TAXES	Sum Lines 122 through 125	-			-
127						
128						
129	REVENUE CREDITS	(Note L)				
130	Account No. 454 (Rent from Transmission Facilities)	WP_E-1 Line 4	-	DA	100%	-
131	Account No. 421.1 (Gain From Disposition of	WP_E-1 Line 14		WS	0.00%	

	Utility Plant)		-			-
132	Account No. 456.0 (Revenue from Schedule 18)	WP_E-1 Line 9	-	DA	100%	-
133	Account No. 456.1 (Revenue from Trans. of Elect. of Others)	WP_F-1 Line 8 Col. (b)	-	DA	100%	-
134	Account No. 456.1 (Revenue from Trans. of Elect. of Others)	WP_F-1 Line 8 Col. (c)	-	DA	100%	-
135	Settlement Credit	Note P	726,905	DA	100%	-
136	Total Revenue Credits		-			-
137						
138	REVENUE REQUIREMENT		-			-

Line No.	SUPPORTING CALCULATIONS	Reference/Notes	Total	Allocator (Note O)		Total Transmission
	Col. (1)	Col. (2)	Col. (3)	Col. (4)		Col. (5)
139	TRANSMISSION PLANT INCLUDED IN THE ATRR	(Note M)				
140	Transmission plant	WP_B-1 Col (a), Line 3				-
141	Transmission related Acquisition Adjustment	WP_B-4 Col. (c), Line 15				-
142	Total Transmission Plant	Sum Lines 140 through 141				-
143	Eliminate Generator Step-up facilities	WP_B-Inputs Act. Line 117				-
144	Transmission plant included in OATT Trans Rate	Sum Lines 142 through 143				-
145	Percent of Transmission Plant in the ATRR	Line 144 divided by Line 142			**TP=**	**0.00%**
146						
147	WAGES & SALARY ALLOCATOR (W/S)					
148	Production	FF1. 354.20.b		NA	0.00%	-
149	Transmission	WP_C-1 Line 31 Col. (b)	-	TP	0.00%	-
150	Regional Market	FF1. 354.22.b		NA	0.00%	-
151	Distribution	FF1. 354.23.b		NA	0.00%	-
152	Other	FF1. 354.24.b		NA	0.00%	-
153	Total	Sum Lines 148 through 152	-			-
154						
155	W/S Allocator	Line 153, Col. Col. (5) divided by Col. Col. (3)			**W/S=**	**0.00%**
156						
157	Common to Electric Transmission Allocator	FF1.356				
158		W/S Allocator, Line 155				0.00%
159		Line 157 times Line 158			**CE=**	**0.00%**
160						

161						
162	RETURN	(Note N)	$	%	Cost	Weighted
163	Long Term Debt	WP_G-1 Line 6	-	0.00 %	0.00%	0.0000
164	Preferred Stock	WP_G-1 Line 8	-	0.00 %	0.00%	0.0000
165	Common Stock	WP_G-1 Line 14	-	0.00 %	9.72%	0.0000
166	Total	Sum Lines 163 through 165	-		**ROR=**	**0.0000**
167						
168						
169	PREPAYMENTS ALLOCATION FACTOR TO ELECTRIC		**20XX FERC Form No. 1**			
170						
171	Total Electric Plant in Service	207, Ln.100, Col. (g)				
172	Common PIS Allocated to Electric	356				
173	Electric Plant Held for Future Use	214, Ln. 47, Col. (d)				
174	Electric Construction Work in Progress	216, Ln. 43, Col. (b)				
175	Common CWIP Allocated to Electric	356				
176	Total Electric Plant	Sum Lines 171 through 175	-			
177	Total Utility Plant	110, Ln. 4, Col. (c), plus Ln. 16, Col. (c)				
178						
179	Electric Plant to Total Plant Allocation Factor	Line 176 divided by Line 177	**0.00%**			

General Notes: a) References to data from FERC Form No. 1 are indicated as: page#.line#.col.#

Notes:

A Gross Plant, Accumulated Depreciation Reserves will be the average of thirteen monthly balances.

B Transmission serving transmission related amounts associated with the Calpine Acquisition are included.
Future Acquisition Adjustment amounts will not be included in the formula except as directed by the Commission pursuant to a Section 205 filing.
The Net Acquisition Adjustment will be the average of thirteen monthly balances.

C Reflects the BOY/EOY average of the transmission related portion of balances in Accounts 281, 282, 283, 190 and 255 as adjusted by any amounts in contra accounts identified as regulatory assets or liabilities related to FASB 106, 109, 133, 158 or FASB Interpretation No. 48. Balance of Account 255 is reduced by prior flow throughs and completely excluded if the utility chose to utilize amortization of tax credits against taxable income as discussed in Note k. The calculation of ADIT for both the true-up and the annual projection will be performed in accordance with IRS regulation Section 1.167(l)-1(h)(6). The Annual True-Up for a given year will use the same methodology that was used to project that year's rates. (Except for ADIT proration, which is described in Table 39, WP_ADIT Prorate.) The annual true-up calculation will use the beginning-of-year and end-of-year balances as set forth in Table 8, Workpaper B-2, Estimated and Table 9, Workpaper B-3, Estimated; and the calculation of ADIT in the annual projection will be performed as set forth in Table 8, Workpaper B-2, Actual and Table 9, Workpaper B-3, Actual.

D The Regulatory Liability associated with the sale of the Technical Service Building (TSB) will be included in Rate Base. Future Regulatory Liabilities will not be included in the

formula except as directed by the Commission pursuant to a Section 205 filing.

E Includes any incentive Construction Work in Progress (CWIP), any related Pre-funded Allowance for Funds Used During Construction (AFUDC), any unamortized balances
related to the recovery of abandoned incentive plant costs, any extraordinary property losses and any related depreciation and amortization expense amounts.
Formula amounts for all of the foregoing items will remain at $0 until approved by FERC pursuant to a Section 205 filing under a separate docket.

F Includes only transmission related or functionally booked as transmission land held for future use.

G Cash Working Capital will be set at and remain $0 until such time as PSCo files and receives FERC approval.

H Account 565 Transmission by Others is included only to the extent used to integrate the PSCo Transmission system.

I Post-Employment Benefits Other than Pensions (FAS 106) shall remain as a stated, fixed amount and shall not be changed except as directed by the Commission
following a filing seeking such change pursuant to section 205 or 206 of the FPA. The adjustment is shown on WP_C-3 PBOP.
Regulatory Commission expenses (FERC Account 928) will be directly assigned or allocated to Transmission.

General Advertising Expenses (FERC Account 930.1) will be excluded.
All industry association dues recorded in FERC Account 930.2 will be excluded. The adjustment is shown on WP_C-2, Note 4.

J Includes only FICA, unemployment, property, and other assessments charged in the current year.
Taxes related to income are excluded. Franchise taxes are not included in transmission revenue requirement in the Rate Formula Template,

K The currently effective income tax rate, where FIT is the Federal income tax rate; SIT is the State income tax rate, and p =

"the percentage of federal income tax deductible for state income taxes".
PSCo has elected to utilize amortization of tax credits against taxable income, rather than book tax credits to Account No. 255 and reduce
rate base, must reduce its income tax expense by the amount of the Amortized Investment Tax Credit (Form 1, 266.8.f) less adjustments

multiplied by (1/1-T) (page 3, line 30).

Inputs Required:

FIT =		
SIT=		(State Income Tax Rate or Composite SIT)
p =		(percent of FIT deductible for state purposes)

If a change in an income tax rate is known sufficiently in advance to be reflected in the estimated rates that will become effective January 1 for the upcoming formula rate year, PSCo will reflect the new tax rate(s) in the estimated rate calculations for the months in which the new tax rate will be in effect for the formula rate year. Otherwise, such tax change will be captured and reflected in the annual formula true-up by weighting the tax rates in effect during the year by the number of days each such tax rate was in effect.

L Includes income related to transmission facilities, such as pole attachments, rentals and special use for the Transmission facilities included herein.
FERC 421.1 Gain on the Disposition of Utility Property will be assigned or allocated to the transmission function based on the specific property sold.
Revenue from coincident peak loads included in the DIVISOR are also not included as revenue credits unless this revenue is offset by a corresponding expense

M Removes the dollars of plant booked to transmission plant that is excluded from the Tariff because it does not meet the Tariff's definition of Transmission
Facilities, or is booked to transmission (e.g. step-up transformers) that is included in the development of OATT ancillary service rates,

or is otherwise not eligible to be recovered under this Tariff.

N Return on Equity will be set at 9.72%. Thereafter, any change will require a filing with the Commission pursuant to FPA Section 205 or a Commission order pursuant to FPA 206.
If and when the Company issues preferred stock, footnote will indicate the authorizing regulatory agency, the docket/case

number, and the date of the authorizing order.

O The calculation of the **GP** Allocator is found on Line 10.

The calculation of the **NP** Allocator is found on Line 37.

The calculation of the **W/S** Allocator is found on Line 155.

The calculation of the **CE** Allocator is found on Line 159.

The calculation of the **TP** Allocator is found on Line 145.

P The Company agreed in Docket No. ER12-1589-000 to include a total company credit in the Transmission Formula Template equal to $726,905. This amount is fixed and cannot be changed without a Section 205 or 206 filing.

Q Includes the amortization of any excess/deficient deferred income taxes resulting from changes to income tax laws, income tax rates (including changes in apportionment) and other actions taken by a taxing authority. Excess and deficient deferred income taxes will reduce or increase tax expense by the amount of the excess or deficiency multiplied by (1/(1-T)). Amortizations of excess/deficient deferred income taxes resulting from the enactment of the Tax Cuts and Jobs Act will be included beginning January 1, 2018 (with the 2018 True-Up).

Public Service Company of Colorado **Table 6**
Transmission Formula Rate Settlement Template **WP_A-2**
Twelve Months Ended December 31, 20XX
Prior Period Corrections

Line No.					
1	Explanation of Prior Period Correction:				
2					
3					
4	Rate Year Prior Period Correction Applicable to (input year)				
5	Effective True-up Year for Rate Year Prior Period Correction (line 4 year + 2 years)			0	
6	Year Prior Period Correction Settled/Agreed (input)				
7	Rate Year Prior Period Correction will be Included in ATRR (line 6 year + 1 year)			0	
8	Number of Months Prior Period Correction Subject to Interest ((ln 7 year - ln 4 year) * 12)			0	
9	I. Revenue Requirement True-up:				
10	Revenue Requirement for Prior Period Correction True-up Year without Prior Period Correction (input)				
11	Revised Revenue Requirement for True-up Year with Prior Period Correction (input)				
12	Revenue Requirement True-up Adjustment (Over Recovery is a Credit, Under Recovery is a Debit) (ln 11 - ln 10)			$0	
13	II. Volume True-up:				
14	Divisor for Prior Period Correction True-up Year without Prior Period Correction (input)				kw
15	Divisor for True-up Year with Prior Period Correction (input)				kw
16	Volume Adjustment (line 14 - line 15)			0	kw
17	Actual Rate (line 10 / line 14)			$0.00	
18	Revised Rate (line 11 / line 15)			$0.00	
19	Volume Revenue Adjustment (Over Recovery is a Credit, Under Recovery is a Debit) (line 16 x line 17)			$0	
20	Net Prior Period Correction True-up Adjustment (Over Recovery is a Credit, Under Recovery is a Debit) (line 12 + line 19)			$0	
21	III. Interest Calculation:				
22		FERC	Number	Monthly	
23		Quarterly	of Days	Interest	
24	Month/Year	Interest Rates	in Month	Rate	

25				0.0000
26				0.0000
27				0.0000
28				0.0000
29				0.0000
30				0.0000
31				0.0000
32				0.0000
33				0.0000
34				0.0000
35				0.0000
36				0.0000
37				0.0000
38				0.0000
39				0.0000
40				0.0000
41				0.0000
42				0.0000
43				0.0000
44				0.0000
45				0.0000
46	Average Monthly Interest Rate			0.0000

47	Over/Under Recovery Amount (ln 20 amount)	$0
48	Average Monthly Interest Rate (ln 46)	0.000
49	Monthly Interest Recovery Amount (ln 47 x ln 48)	$0
50	Number of Months for Interest Recovery Amount (from line 8)	0
51	Interest Recovery Amount (ln 50 times ln 49)	$0

52	Prior Period Correction Adjustment (ln 20)	$0	**(Input to Annual Update)**
53	Interest on Prior Period Correction Adjustment (ln 51)	$0	**(Input to Annual Update)**

Note:
The interest is calculated persuant to Section 35.19a using the interest rate posted on the FERC website.

See link to website below.

http://www.ferc.gov/enforcement/acct-matts/interest-rates.asp

Public Service Company of Colorado **Table 7**
Transmission Formula Rate Settlement Template **WP_B-1**
Twelve Months Ended December 31, 20XX
Gross Plant, Accumulated Depreciation & Amortization, and Depreciation Expense

Estimated

Line No.	Functional Class	Reference	Per Books 13 Month Avg	GSU Reclass 13 Month Avg (1)	Adjustments 13 Month Avg (2)	Adjusted Balance 13 Month Avg
			Col. (a)	Col. (b)	Col. (c)	Col. (d)
1	**Plant in Service:**					
2	Production Plant	WP_B-Inputs Est. Line 17	-	-	-	-
3	Transmission	WP_B-Inputs Est. Line 17	-	-	-	-
4	Distribution (3)	WP_B-Inputs Est. Line 17	-	-	-	-
5	General (3)	WP_B-Inputs Est. Line 17	-	-	-	-
6	Intangible (3) (4)	WP_B-Inputs Est. Line 17	-		-	-
7	Common Intangible (4) (5)	WP_B-Inputs Est. Line 17	-		-	-
8	Common General (3)	WP_B-Inputs Est. Line 17	-		-	-
9	Total Plant In Service with Adjustments	Sum Lines 2 through 8	-	-	-	-
10						
11	**Accumulated Depreciation & Amortization: (6)**					
12	Production Plant	WP_B-Inputs Est. Line 40	-	-	-	-
13	Transmission	WP_B-Inputs Est. Line 40	-	-	-	-
14	Distribution (3)	WP_B-Inputs Est. Line 40	-	-	-	-
15	General (3)	WP_B-Inputs Est. Line 40	-	-	-	-
16	Intangible (3) (4)	WP_B-Inputs Est. Line 40	-		-	-
17	Common Intangible (4) (5)	WP_B-Inputs Est. Line 40	-		-	-
18	Common General (3)	WP_B-Inputs Est. Line 40	-		-	-
19	Total Accumulated Depreciation & Amortization with Adjustments	Sum Lines 12 through 18	-	-	-	-
20						
21			**Per Books 12 Month Total**	**GSU Reclass 12 Month Total (1)**	**Adjustments 12 Month Total (2)**	**Adjusted Balance 12 Month Total**
22	**Depreciation and Amortization Expense: (6)**					
23	Production Plant	WP_B-Inputs Est. Line 46	-	-	-	-
24	Transmission	WP_B-Inputs Est. Line 46	-	-	-	-
25	Distribution (3)	WP_B-Inputs Est. Line 46	-	-	-	-
26	General (3)	WP_B-Inputs Est. Line 46	-	-	-	-

27	Intangible (3) (4)	WP_B-Inputs Est. Line 46	-		-	-
28	Common Intangible (4) (5)	WP_B-Inputs Est. Line 46	-		-	-
29	Common General (3)	WP_B-Inputs Est. Line 46	-		0	-
30	Total Depreciation and Amortization Expense	Sum Lines 23 through 29	-	-	-	-

Notes:
1. Generator Step Up's (GSU) are eliminated from Transmission, Distribution, and General Plant and reassigned to Production Plant

2. Adjustments are shown on WP_B-Inputs Est. Lines 67, 86, 92

3. Smart Grid City and Advanced Grid Intelligence Project (AGIS) (retail) are eliminated

4. Retail related Franchises and Consents are eliminated from FERC 302

5. Retail Related CRS (Customer Resources System) and OMS (Outage Management System) are eliminated from Common Plant FERC 303

6. Should the FERC and Colorado depreciation rates be different, the Company will keep separate books for the two jurisdictions

Actual

Line No.	Functional Class	Reference	Per Books 13 Month Avg	GSU Reclass 13 Month Avg (1)	Adjustments 13 Month Avg (2)	Adjusted Balance 13 Month Avg
			Col. (a)	Col. (b)	Col. (c)	Col. (d)
1	**Plant in Service:**					
2	Production Plant	WP_B-Inputs Act. Line 17	-	-	-	-
3	Transmission	WP_B-Inputs Act. Line 17	-	-	-	-
4	Distribution (3)	WP_B-Inputs Act. Line 17	-	-	-	-
5	General (3)	WP_B-Inputs Act. Line 17	-	-	-	-
6	Intangible (3) (4)	WP_B-Inputs Act. Line 17	-		-	-
7	Common Intangible (4) (5)	WP_B-Inputs Act. Line 17	-		-	-
8	Common General (3)	WP_B-Inputs Act. Line 17	-		-	-
9	Total Plant In Service with Adjustments	Sum Lines 2 through 8	-	-	-	-
10						
11	**Accumulated Depreciation & Amortization: (6)**					
12	Production Plant	WP_B-Inputs Act. Line 40	-	-	-	-
13	Transmission	WP_B-Inputs Act. Line 40	-	-	-	-
14	Distribution (3)	WP_B-Inputs Act. Line 40	-	-	-	-
15	General (3)	WP_B-Inputs Act. Line 40	-	-	-	-
16	Intangible (3) (4)	WP_B-Inputs Act. Line 40	-		-	-
17	Common Intangible (4) (5)	WP_B-Inputs Act. Line 40	-		-	-
18	Common General (3)	WP_B-Inputs Act. Line 40	-		-	-

19	Total Accumulated Depreciation & Amortization with Adjustments	Sum Lines 12 through 18	-	-	-	-
20						
21			**Per Books 12 Month Total**	**GSU Reclass 12 Month Total (1)**	**Adjustments 12 Month Total (2)**	**Adjusted Balance 12 Month Total**
22	**Depreciation and Amortization Expense: (6)**					
23	Production Plant	WP_B-Inputs Act. Line 46	-	-	-	-
24	Transmission	WP_B-Inputs Act. Line 46	-	-	-	-
25	Distribution (3)	WP_B-Inputs Act. Line 46	-	-	-	-
26	General (3)	WP_B-Inputs Act. Line 46	-	-	-	-
27	Intangible (3) (4)	WP_B-Inputs Act. Line 46	-		-	-
28	Common Intangible (4) (5)	WP_B-Inputs Act. Line 46	-		-	-
29	Common General (3)	WP_B-Inputs Act. Line 46	-		-	-
30	Total Depreciation and Amortization Expense	Sum Lines 23 through 29	-	-	-	-

Notes:
1. GSU's are eliminated from Transmission, Distribution, and General Plant and reassigned to Production Plant

2. Adjustments are shown on WP_B-Inputs Est. Lines 109, 128, 134

3. Smart Grid City and Advanced Grid Intelligence Project (AGIS) (retail) are eliminated

4. Retail related Franchises and Consents are eliminated from FERC 302

5. Retail Related CRS (Customer Resources System) and OMS (Outage Management System) are eliminated from Common Plant FERC 303

6. Should the FERC and Colorado depreciation rates be different, the Company will keep separate books for the two jurisdictions

Public Service Company of Colorado **Table 8**
Transmission Formula Rate Settlement Template **WP_B-2**
Twelve Months Ended December 31, 20XX
Accumulated Deferred Income Taxes (Credits)

Estimated

Line No.	Account Number	Balance at 12/31/20XX	Balance at 12/31/20XX	Average Balance	Adj (1)	Adjusted Average Balance
		Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)
1	**Account 281 - Accelerated amortization property (4)**					
2		-	-	-	-	-
3	Proration Adjustment (5)			-		-
4	Total Acct. 281 (Form No. 1 pg. 272-273, Line 17, Col. b & k)	-	-	-	-	-
5						
6	**Account 282 - Other Property (4)**					
7	Plant Related- Direct Assigned to Transmission					
8		-	-	-	-	-
9		-	-	-	-	-
10		-	-	-	-	-
11		-	-	-	-	-
12		-	-	-	-	-
13		-	-	-	-	-
14		-	-	-	-	-
15		-	-	-	-	-
16		-	-	-	-	-
17	Proration Adjustment (5)			-		-
18	Total	-	-	-	-	-
19						
20	Plant Related- Allocated to Transmission					
21		-	-	-	-	-
22		-	-	-		-
23		-	-	-	-	-
24		-	-	-		-
25	Proration Adjustment (5)			-		-
26	Total	-	-	-	-	-
27	Labor Allocation Factors, ATRR Est. Line 147					0.00%
28	Total Plant Related Allocated to Transmission					-

29						
30	FAS 109	-	-	-	-	-
31	Sub-total FAS 109	-	-	-	-	-
32						
33	Total Acct. 282 (Form No. 1, pg. 274-275, ln 2 + Ln 6, col b & k)	-	-	-	-	-
34						
35	**Account 283 - Other (4)**					
36	Plant Related- Direct Assigned to Production					
37		-	-	-	-	-
38		-	-	-	-	-
39	Proration Adjustment (5)			-		-
40	Total	-	-	-	-	-
41						
42	Direct Assigned to Transmission					
43		-	-	-	-	-
44	Total					
45						
46	Plant Related- Allocated to Transmission					
47		-	-	-	-	-
48		-	-	-	-	-
49		-	-	-	-	-
50		-	-	-	-	-
51	Proration Adjustment (5)			-		-
52	Total	-	-	-	-	-
53	Labor Allocation Factors, ATRR Est. Line 147					0.00%
54	Total Plant Related Allocated to Transmission					-
55						
56	Labor Related					
57		-	-	-	-	-
58		-	-	-	-	-
59	Sub-total labor Related	-	-	-	-	-
60	Labor Allocation Factors, ATRR Est. Line 147					0.00%
61	Total Plant Related Allocated to Transmission					-
62						
63	Related to All Plant					
64		-	-	-	-	-
65		-	-	-	-	-
66		-				

			-	-	-	-
67	Proration Adjustment (5)			-		-
68	Sub-total Production Related	-	-	-	-	-
69	Net Plant Allocation Factor, ATRR Est. Line 36					0.00%
70	Total Related to All Plant					-
71						
72	Retail Related					
73		-	-	-	-	-
74		-	-	-	-	-
75		-	-	-	-	-
76		-	-	-	-	-
77	Sub-total Retail Related	-	-	-	-	-
78						
79	Other Non-Transmission Related					
80		-	-	-	-	-
81		-	-	-	-	-
82		-	-	-	-	-
83	Sub-total Other Related	-	-	-	-	-
84						
85	Total Acct. 283 (Form No. 1, pg. 276-277, line 9, col b & k)	-	-	-	-	-

Note: 1. Deferred Taxes associated with implementing Statements of Financial Accounting Standards Board 109, distribution, production, retail, and non-utility plant related are eliminated.

Note: 2. Adjustment to ADIT associated with plant adjustments, see WP_B-Inputs.

Note: 3. ADIT associated with Pension expense has been eliminated because the prepaid pension asset is not included in rate base.

Note: 4. Should the FERC and Colorado depreciation rates be different, the Company will keep separate books for the two jurisdictions

Note: 5. Reference WP_ADIT Prorate

Actuals

Line No.	Account Number	Balance at 12/31/20XX	Balance at 12/31/20XX	Average Balance	Adj (1)	Adjusted Average Balance
		Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)
1	**Account 281 - Accelerated amortization property (4)**					
2		-	-	-	-	-
3	Proration Adjustment (5)			-		-
4	Total Acct. 281 (Form No. 1 pg. 272-273, Line	-				

	17, Col. b & k)	-	-	-	-	-
5						
6	**Account 282 - Other Property (4)**					
7	Plant Related- Direct Assigned to Transmission					
8		-	-	-		-
9		-	-	-		-
10		-	-	-		-
11		-	-	-		-
12		-	-	-		-
13		-	-	-		-
14		-	-	-		-
15		-	-	-		-
16				-		-
17	Proration Adjustment (5)			-		-
18	Total	-	-	-	-	-
19						
20	Plant Related- Allocated to Transmission					
21		-	-	-	-	-
22		-	-	-	-	-
23		-	-	-		-
24				-		-
25	Proration Adjustment (5)			-		-
26	Total	-	-	-	-	-
27	Labor Allocation Factors, ATRR Act. Line 147					0.00%
28	Total Plant Related Allocated to Transmission					-
29						
30		-	-	-	-	-
31	Sub-total FAS 109	-	-	-	-	-
32						
33	Total Acct. 282 (Form No. 1, pg. 274-275, ln 2 + Ln 6, col b & k)	-	-	-	-	-
34						
35	**Account 283 - Other (4)**					
36	Plant Related- Direct Assigned to Production					
37		-	-	-	-	-
38		-	-	-	-	-
39		-	-	-	-	-

40	Proration Adjustment (5)			-		-
41	Total	-	-	-	-	-
42						
43	Plant Related- Allocated to Transmission					
44		-	-	-	-	-
45		-	-	-		-
46		-	-	-	-	-
47		-	-	-		-
48	Proration Adjustment (5)			-		-
49	Total	-	-	-	-	-
50	Labor Allocation Factors, ATRR Act. Line 147					0.00%
51	Total Plant Related Allocated to Transmission					-
52						
53	Labor Related					
54		-	-	-		-
55		-	-	-	-	-
56	Sub-total labor Related	-	-	-	-	-
57	Labor Allocation Factors, ATRR Act. Line 147					0.00%
58	Total Plant Related Allocated to Transmission					-
59						
60	Related to All Plant					
61		-	-	-		-
62		-	-	-		-
63		-	-	-		-
64		-	-	-		-
65	Proration Adjustment (5)			-		-
66	Sub-total Production Related	-	-	-	-	-
67	Net Plant Allocation Factor, ATRR Act. Line 36					0.00%
68	Total Related to All Plant					-
69						
70	Retail Related					
71		-	-	-	-	-
72		-	-	-	-	-
73		-	-	-		-
74		-	-	-	-	-
75		-	-	-	-	-

76		-	-	-	-	-
77		-	-	-	-	-
78	Sub-total Retail Related	-	-	-	-	-
79						
80	Other Non-Production Related					
81		-	-	-	-	-
82		-	-	-	-	-
83		-	-	-	-	-
84		-	-	-	-	-
85		-	-	-	-	-
86		-	-	-	-	-
87	Sub-total Other Related	-	-	-	-	-
88						
89	Total Acct. 283 (Form No. 1, pg. 276-277, line 9, col b & k)	-	-	-	-	-

Note:
1. Deferred Taxes associated with implementing Statements of Financial Accounting Standards Board 109, distribution, production, retail, and non-utility plant related are eliminated.

Note: 2. Adjustment to ADIT associated with plant adjustments, see WP_B-Inputs.

Note: 3. ADIT associated with Pension expense has been eliminated because the prepaid pension asset is not included in rate base.

Note: 4. Should the FERC and Colorado depreciation rates be different, the Company will keep separate books for the two jurisdictions

Note: 5. Reference WP_ADIT Prorate

Public Service Company of Colorado

Transmission Formula Rate Template

Table 8.1 WP_B-2 - Excess ADIT

Twelve Months Ended December 31, 20XX

Excess Accumulated Deferred Income Taxes (Credits) (4)

Line No.	Account Number	Estimated (Excess)/Deficient Non-Plant ADIT Balances Balance at		Average Balance	Adjustments	Adjusted Average Balance	(Excess)/Deficient ADIT Amortization (3) ADIT Amortization	Adjustments	Adjusted Amortization	Remaining Years to Amortize
		Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)				
1	**Account 282 - Other Property (1)**									
2	Plant Related- Direct Assigned to Transmission									
3									-	
4									-	
5									-	
6									-	
7									-	
8									-	
9	Total						-	-	-	
10										
11	Plant Related- Allocated to Transmission									
12									-	
13									-	
14									-	
15									-	
16	Total						-	-	-	
17	Labor Allocation Factors, ATRR Act. Line 147								0.00 %	
18	Total Plant Related Allocated to Transmission								-	
19										
20	Total Account 282 Excess ADIT Amortization								-	

Account 254 - Regulatory Liabilities (2)

Plant Related- Direct Assigned to Production

	-		-		-	-		-	
	-		-		-	-		-	
Total	-	-	-	-	-	-	-	-	

Plant Related- Direct Assigned to Transmission

	-		-		-	-		-	
Total	-	-	-	-	-	-	-	-	

Labor Related

	-		-		-	-		-	
	-		-		-	-		-	
	-		-		-	-		-	
	-		-		-	-		-	
Sub-total labor Related	-	-	-	-	-	-	-	-	
Labor Allocation Factors, ATRR Act. Line 147					0.00 %			0.00 %	
Total Plant Related Allocated to Transmission					-			-	

Related to All Plant

	-		-		-	-		-	
	-		-		-	-		-	
Sub-total Production Related	-	-	-	-	-	-	-	-	
Net Plant Allocation Factor, ATRR Act. Line 36					0.00 %			0.00 %	
Total Related to All Plant					-			-	

Retail Related

	-		-		-	-		-	
	-		-		-	-		-	
	-		-		-	-		-	
	-		-		-	-		-	

3		-		-		-	-		-		
5	Sub-total Retail Related										
4		-	-	-	-	-	-	-	-		
5											
5	Other Non-Transmission Related										
6											
5		-		-		-	-		-		
7											
5	Sub-total Other Related										
8		-	-	-	-	-	-	-	-		
5											
9											
6	**Total Account 254 Excess ADIT Balances and Amortization**										
0											
6											
1											
6	**Total (Excess)/Deficient Non-Plant ADIT**										
2	**Regulatory Liabilities & Amortization**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**		

Note: 1. Plant-related excess ADIT balances are embedded in the plant balances recorded in FERC Account 282, presented on WP_B-2, and are therefore not presented on this page.

Note: 2. Excess ADIT Balances recorded in FERC Account 254 are Unprotected.

Note: 3. Amortizations of excess/deficient deferred income taxes resulting from the enactment of the Tax Reform and Jobs Act will be included beginning January 1, 2018 (with the 2018 True-Up)

Note: 4. Unamortized Excess Deferred Tax Regulatory Liabilities and the amortization of those Regulatory Liabilities arising from future tax changes may only be included pursuant to Commission approval authorizing such inclusion.

Public Service Company of Colorado

Transmission Formula Rate Template

Table 8.1 WP_B-2 - Excess ADIT

Twelve Months Ended December 31, 20XX

Excess Accumulated Deferred Income Taxes (Credits) (4)

Actuals		**(Excess)/Deficient Non-Plant ADIT Balances**					**(Excess)/Deficient ADIT Amortization (3)**			
		Balance at				**Adjusted Average Balance**	**ADIT Amortization**		**Adjusted Amortization**	**Remaining Years to Amortize**
Line No.	**Account Number**			**Average Balance**	**Adjustments**			**Adjustments**		
		Col. (a)	**Col. (b)**	**Col. (c)**	**Col. (d)**	**Col. (e)**				
1	**Account 282 - Other Property (1)**									

2	Plant Related- Direct Assigned to Transmission									
3									-	
4									-	
5									-	
6									-	
7									-	
8									-	
9	Total							-	-	-
10										
11	Plant Related- Allocated to Transmission									
12									-	
13									-	
14									-	
15									-	
16	Total							-	-	-
17	Labor Allocation Factors, ATRR Act. Line 147									0.00 %
18	Total Plant Related Allocated to Transmission									-
19										
20	Total Account 282 Excess ADIT Amortization (FF1 Page 274, Footnote)									-
21										
22	**Account 254 - Regulatory Liabilities (2)**									
23										
24	Plant Related- Direct Assigned to Production									
25			-		-		-		-		
26			-		-		-		-		
27	Total		-	-	-	-	-	-	-	-	
28										
29	Plant Related- Direct Assigned to Transmission									
30			-		-		-		-		
31	Total		-	-	-	-	-	-	-	-	
32										
33	Labor Related									
34			-		-		-		-		
			-		-		-		-		

35		-		-		-	-		-	
36		-		-		-	-		-	
37	Sub-total labor Related	-	-	-	-	-	-	-	-	
38	Labor Allocation Factors, ATRR Act. Line 147					0.00 %			0.00 %	
39	Total Plant Related Allocated to Transmission					-			-	
40										
41	Related to All Plant									
42		-		-		-	-		-	
43		-		-		-	-		-	
44	Sub-total Production Related	-	-	-	-	-	-	-	-	
45	Net Plant Allocation Factor, ATRR Act. Line 36					0.00 %			0.00 %	
46	Total Related to All Plant					-			-	
47										
48	Retail Related									
49		-		-		-	-		-	
50		-		-		-	-		-	
51		-		-		-	-		-	
52		-		-		-	-		-	
53		-		-		-	-		-	
54	Sub-total Retail Related	-	-	-	-	-	-	-	-	
55										
56	Other Non-Transmission Related									
57		-		-		-	-		-	
58	Sub-total Other Related	-	-	-	-	-	-	-	-	
59										
60	**Total Account 254 Excess ADIT Balances and Amortization**									
61										
62	**Total (Excess)/Deficient Non-Plant ADIT Regulatory Liabilities & Amortization**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	

Note: 1. Plant-related excess ADIT balances are embedded in the plant balances recorded in FERC Account 282, presented on WP_B-2, and are therefore not presented on this page.

Note: 2. Excess ADIT Balances recorded in FERC Account 254 are Unprotected.

Note: 3. Amortizations of excess/deficient deferred income taxes resulting from the enactment of the Tax Cuts and Jobs Act will be included beginning January 1, 2018 (with the 2018 True-Up)

Note:

4. Unamortized Excess Deferred Tax Regulatory Liabilities and the amortization of those Regulatory Liabilities arising from future tax changes may only be included pursuant to Commission approval authorizing such inclusion.

Note:

Public Service Company of Colorado **Table 9**
Transmission Formula Rate Settlement Template **WP_B-3**
Twelve Months Ended December 31, 20XX
Accumulated Deferred Income Taxes (Debits)

Estimated

Line No.	Account No.	Balance at 12/31/20XX	Balance at 12/31/20XX	Average Balance	Adj (1)	Adjusted Average Balance
		Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)
1	**Account 190- Accumulated Deferred Income Taxes (2)**					
2						
3	Production Related - Demand					
4		-	-	-		-
5	Total Production - Demand Related	-	-	-	-	-
6						
7	Production Related - Energy					
8		-	-	-	-	-
9		-	-	-	-	-
10		-	-	-	-	-
11	Total Production - Energy Related	-	-	-	-	-
12						
13	Plant Related- Direct Assigned to Transmission					
14		-	-	-	-	-
15		-	-	-	-	-
16		-	-	-	-	-
17		-	-	-	-	-
18		-	-	-	-	-
19		-	-	-	-	-
20		-	-	-	-	-
21		-	-	-	-	-
22		-	-	-	-	-
23		-	-	-	-	-
24		-	-	-	-	-
25	Proration Adjustment (3)			-		-
26	Total Plant Related- Direct Assigned to Transmission	-	-	-	-	-
27						
28	Plant Related- Allocated to Transmission					

29		-	-	-	-	-
30		-	-	-	-	-
31		-	-	-	-	-
32		-	-	-	-	-
33		-	-	-	-	-
34		-	-	-	-	-
35	Proration Adjustment (3)			-		-
36	Total Plant Related- Allocated to Transmission	-	-	-	-	-
37	Labor Allocation Factors, ATRR Est. Line 147					0.00%
38	Total Plant Related Allocated to Transmission					-
39						
40	Related to All Plant					
41		-	-	-	-	-
42		-	-	-	-	-
43		-	-	-	-	-
44		-	-	-	-	-
45		-	-	-	-	-
46		-	-	-	-	-
47	Proration Adjustment (3)			-		-
48	Total Related to All Plant	-	-	-	-	-
49	Net Plant Allocation Factor, ATRR Est. Line 36					0.00%
50	Allocated Total Related to All Plant					-
51						
52	Labor Related					
53		-	-	-	-	-
54		-	-	-	-	-
55		-	-	-	-	-
56		-	-	-	-	-
57		-	-	-	-	-
58		-	-	-	-	-
59		-	-	-	-	-
60		-	-	-	-	-
61		-	-	-	-	-
62		-	-	-	-	-

63		-	-	-	-	-
64	Total Labor Related	-	-	-	-	-
65	Labor Allocation Factors, ATRR Est. Line 147					0.00%
66	Allocated Total Labor Related					-
67						
68	Retail Related					
69		-	-	-	-	-
70		-	-	-	-	-
71		-	-	-	-	-
72		-	-	-	-	-
73		-	-	-	-	-
74		-	-	-	-	-
75		-	-	-	-	-
76		-	-	-	-	-
77	Total Retail Related	-	-	-	-	-
78						
79	Other Non-Transmission Related					
80		-	-	-	-	-
81	Total Other Related	-	-	-	-	-
82						
83						
84	**Total Account 190 (Form No. 1, page 234, line 8, cols b & c)**	-	-	-		-

Note:
1. Deferred Taxes associated with implementing Statements of Financial Accounting Standards Board 109, distribution, production, retail, and non-utility plant related are eliminated.
Note: 2. Should the FERC and Colorado depreciation rates be different, the Company will keep separate books for the two jurisdictions
Note: 3. Reference WP_ADIT Prorate

Actual

Line No.	Account No.	Balance at 12/31/20XX	Balance at 12/31/20XX	Average Balance	Adjustments (1)	Adjusted Average Balance
		Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)
1	**Account 190- Accumulated Deferred Income Taxes (2)**					
2						
3	Production Related - Demand					
4				-		-
5	Total Production - Demand Related					

		-	-	-	-	-
6						
7	Production Related - Energy					
8		-	-	-	-	-
9		-	-	-	-	-
10		-	-	-	-	-
11	Total Production - Energy Related	-	-	-	-	-
12						
13	Plant Related- Direct Assigned to Transmission					
14		-	-	-	-	-
15		-	-	-	-	-
16		-	-	-	-	-
17		-	-	-		-
18		-	-	-	-	-
19		-	-	-		-
20		-	-	-	-	-
21		-	-	-	-	-
22		-	-	-		-
23		-	-	-		-
24		-	-	-		-
25	Proration Adjustment (3)			-		-
26	Total Plant Related- Direct Assigned to Transmission	-	-	-	-	-
27						
28	Plant Related- Allocated to Transmission					
29		-	-	-		-
30		-	-	-		-
31		-	-	-		-
32		-	-	-		-
33		-	-	-		-
34		-	-	-		-
35	Proration Adjustment (3)			-		-
36	Total Plant Related- Allocated to Transmission	-	-	-	-	-
37	Labor Allocation Factors, ATRR Act. Line 147					0.00%
38	Total Plant Related Allocated to Transmission					-
39						

40	Related to All Plant					
41		-	-	-		-
42		-	-	-		-
43		-	-	-		-
44		-	-	-		-
45		-	-	-	-	-
46		-	-	-		-
47		-	-	-		-
48		-	-	-	-	-
49	Proration Adjustment (3)			-		-
50	Total Related to All Plant	-	-	-	-	-
51	Net Plant Allocation Factor, ATRR Act. Line 36					0.00%
52	Allocated Total Related to All Plant					-
53						
54	Labor Related					
55		-	-	-		-
56		-	-	-		-
57		-	-	-		-
58		-	-	-		-
59		-	-	-		-
60		-	-	-		-
61		-	-	-		-
62		-	-	-		-
63		-	-	-		-
64		-	-	-		-
65		-	-	-		-
66		-	-	-		-
67	Total Labor Related	-	-	-	-	-
68	Labor Allocation Factors, ATRR Act. Line 147					0.00%
69	Allocated Total Labor Related					-
70						
71	Retail Related					
72		-	-	-	-	-
73		-	-	-	-	-

74		-	-	-	-	-
75		-	-	-	-	-
76	Total Retail Related	-	-	-	-	-
77						
78	Other Non-Transmission Related					
79		-	-	-	-	-
80	Total Other Related	-	-	-	-	-
81						
82						
83	**Total Account 190 (Form No. 1, page 234, line 8, cols b & c)**	-	-	-		-

Note:
1. Deferred Taxes associated with implementing Statements of Financial Accounting Standards Board 109, distribution, production, retail, and non-utility plant related are eliminated.
2. Should the FERC and Colorado depreciation rates be different, the Company will keep separate
Note: books for the two jurisdictions
Note: 3. Reference WP_ADIT Prorate

Public Service Company of Colorado

Transmission Formula Rate Template

Table 9.1 WP_B-3 - Deficient ADIT

Twelve Months Ended December 31, 2016

Deficient Accumulated Deferred Income Taxes (Debits) (5)

Line No.	Account No.	Estimated (Excess)/Deficient Non-Plant ADIT Balances: Balance at Col. (a)	Balance at Col. (b)	Average Balance Col. (c)	Adjustments Col. (d)	Adjusted Average Balance Col. (e)	(Excess)/Deficient ADIT Amortization (4): ADIT Amortization	Adjustments	Adjusted Amortization	Remaining Years to Amortize
1	**Account 190- Accumulated Deferred Income Taxes (1)**									
2	Plant Related- Direct Assigned to Transmission									
3							-	-	-	
4							-	-	-	
5							-	-	-	
6							-	-	-	
7							-	-	-	
8							-	-	-	
9	Total Plant Related- Direct Assigned to Transmission						-	-	-	
10										
11	Plant Related- Allocated to Transmission									
12							-	-	-	
13							-	-	-	
14							-	-	-	
15							-	-	-	
16	Total Plant Related- Allocated to Transmission						-	-	-	
17	Labor Allocation Factors, ATRR Act. Line 147								0.00%	
18	Total Plant Related Allocated to Transmission								-	
19										

202	Total Account 190 Deficient ADIT Amortization								-	
212										
212	**Account 182.3 - Regulatory Assets (2)**									
223	Production Related - Demand									
224		-		-		-	-	-	-	
225	Total Production - Demand Related	-	-	-	-	-	-	-	-	
226	Production Related - Energy									
227										
228		-		-		-	-	-	-	
229		-		-		-	-	-	-	
230	Total Production - Energy Related	-	-	-	-	-	-	-	-	
231										
233	Plant Related- Direct Assigned to Transmission									
233		-		-		-	-	-	-	
234		-		-		-	-	-	-	
235		-		-		-	-	-	-	
236	Proration Adjustment (3)					-			-	
237	Total Plant Related- Direct Assigned to Transmission	-	-	-	-	-	-	-	-	
238										
239	Plant Related- Allocated to Transmission									
240		-		-		-	-	-	-	
241		-		-		-	-	-	-	
242	Proration Adjustment (3)					-			-	
243	Total Plant Related- Allocated to Transmission	-	-	-	-	-	-	-	-	
244	Labor Allocation Factors, ATRR Act. Line 147					0.0			0.00	
244						0%			%	
244	Total Plant Related Allocated to Transmission					-			-	
245										
246										
247	Related to All Plant									
248		-		-		-	-	-	-	
249		-		-		-	-	-	-	
250		-		-		-	-	-	-	
251		-		-		-	-	-	-	
255										

2		-		-		-	-	-	-	-	
53		-		-		-	-	-	-	-	
54	Total Related to All Plant										
55		-	-	-	-	-	-	-	-		
56	Net Plant Allocation Factor, ATRR Act. Line 36					0.0			0.00		
57						0%			%		
58	Allocated Total Related to All Plant										
59						-			-		
60											
61	Labor Related										
62											
63		-		-		-	-	-	-	-	
64		-		-		-	-	-	-	-	
65		-		-		-	-	-	-	-	
66		-		-		-	-	-	-	-	
67		-		-		-	-	-	-	-	
68		-		-		-	-	-	-	-	
69		-		-		-	-	-	-	-	
70		-		-		-	-	-	-	-	
71		-		-		-	-	-	-	-	
72		-		-		-	-	-	-	-	
73	Total Labor Related										
74		-	-	-	-	-	-	-	-		
75	Labor Allocation Factors, ATRR Act. Line 147					0.0			0.00		
76						0%			%		
77	Allocated Total Labor Related										
78						-			-		
79											
80	Retail Related										
81											
82		-		-		-	-	-	-	-	
83		-		-		-	-	-	-	-	
84		-		-		-	-	-	-	-	
85		-		-		-	-	-	-	-	
86		-		-		-	-	-	-	-	
87		-		-		-	-	-	-	-	
88		-		-		-	-	-	-	-	
89		-		-		-	-	-	-	-	
90		-		-		-	-	-	-	-	
91		-		-		-	-	-	-	-	
92											

4		-		-		-	-	-	-		
8	Total Retail Related										
5		-	-	-	-	-	-	-	-		
8											
6											
8	Other Non-Transmission Related										
7											
8											
8		-		-		-	-	-	-		
8											
9		-		-		-	-	-	-		
9	Total Other Related										
0		-	-	-	-	-	-	-	-		
9											
1											
9	**Total Account 182.3 Deficient ADIT Balances and**										
2	**Amortization**										
9											
3											
9	**Total (Excess)/Deficient Non-Plant ADIT**										
4	**Regulatory Assets & Amortization**	-	-	-		-	-		-		

Note: 1. Plant-related deficient ADIT balances are embedded in the plant balances recorded in FERC Account 190, presented on WP_B-3, and are therefore not presented on this page.

Note: 2. With the exception of the NOL Carryforward balances, Excess ADIT Balances recorded in FERC Account 182.3 are Unprotected.

Note: 3. Reference WP_ADIT Prorate

Note: 4. Amortizations of excess/deficient deferred income taxes resulting from the enactment of the Tax Reform and Jobs Act will be included beginning January 1, 2018 (with the 2018 True-Up)

Note: 5. Unamortized Deficient Deferred Tax Regulatory Assets and the amortization of those Regulatory Assets arising from future tax changes may only be included pursuant to Commission approval authorizing such inclusion.

Public Service Company of Colorado

Transmission Formula Rate Template

Table 9.1 WP_B-3 - Deficient ADIT

Twelve Months Ended December 31, 2016

Deficient Accumulated Deferred Income Taxes (Debits) (5)

Line No.	Account No.	Actual Balance at Col.	Col.	Average Balance Col. (c)	Adjustments Col.	Adjusted Average Balance Col. (e)	(Excess)/Deficient Non-Plant ADIT Balances ADIT Amortization	Adjustments	Adjusted Amortization	Remaining Years to Amortize

		(a)	(b)		(d)					
1	**Account 190- Accumulated Deferred Income Taxes (1)**									
2	Plant Related- Direct Assigned to Transmission									
3							-	-	-	
4							-	-	-	
5							-	-	-	
6							-	-	-	
7							-	-	-	
8							-	-	-	
9	Total Plant Related- Direct Assigned to Transmission						-	-	-	
10										
11	Plant Related- Allocated to Transmission									
12							-	-	-	
13							-	-	-	
14							-	-	-	
15							-	-	-	
16	Total Plant Related- Allocated to Transmission						-	-	-	
17	Labor Allocation Factors, ATRR Act. Line 147								0.00 %	
18	Total Plant Related Allocated to Transmission								-	
19										
20	Total Account 190 Deficient ADIT Amortization (FF1 Page 234, Footnote)								-	
21										
22	**Account 182.3 - Regulatory Assets (2)**									
23	Production Related - Demand									
24		-		-		-	-	-	-	
25	Total Production - Demand Related	-	-	-	-	-	-	-	-	
26										
27	Production Related - Energy									
28		-		-		-	-	-	-	
29		-		-		-	-	-	-	
30	Total Production - Energy Related	-	-	-	-	-	-	-	-	
31										
32	Plant Related- Direct Assigned to Transmission									

33		-		-		-	-		-		
34		-		-		-	-		-		
35		-		-		-	-		-		
36	Proration Adjustment (3)					-			-		
37	Total Plant Related- Direct Assigned to Transmission	-	-	-	-	-	-	-	-		
38											
39	Plant Related- Allocated to Transmission										
40		-		-		-	-	-	-		
41		-		-		-	-	-	-		
42	Proration Adjustment (3)					-			-		
43	Total Plant Related- Allocated to Transmission	-	-	-	-	-	-	-	-		
44	Labor Allocation Factors, ATRR Act. Line 147					0.0			0.00		
44						0%			%		
45	Total Plant Related Allocated to Transmission					-			-		
46											
47	Related to All Plant										
48		-		-		-	-		-		
49		-		-		-	-		-		
50		-		-		-	-		-		
51		-		-		-	-		-		
52		-		-		-	-		-		
53		-		-		-	-		-		
54	Total Related to All Plant	-	-	-	-	-	-	-	-		
55	Net Plant Allocation Factor, ATRR Act. Line 36					0.0			0.00		
55						0%			%		
55	Allocated Total Related to All Plant					-			-		
56											
57	Labor Related										
58											
59		-		-		-	-		-		
60		-		-		-	-		-		
61		-		-		-	-		-		
62		-		-		-	-		-		
63		-		-		-	-		-		
64		-		-		-	-		-		

65		-		-		-	-	-	-	
66		-		-		-	-	-	-	
67		-		-		-	-	-	-	
68		-		-		-	-	-	-	
69		-		-		-	-	-	-	
70	Total Labor Related	-	-	-	-	-	-	-	-	
71	Labor Allocation Factors, ATRR Act. Line 147					0.0 0%			0.00 %	
72	Allocated Total Labor Related					-			-	
73										
74	Retail Related									
75		-		-		-	-	-	-	
76		-		-		-	-	-	-	
77		-		-		-	-	-	-	
78		-		-		-	-	-	-	
79		-		-		-	-	-	-	
80		-		-		-	-	-	-	
81		-		-		-	-	-	-	
82		-		-		-	-	-	-	
83		-		-		-	-	-	-	
84		-		-		-	-	-	-	
85	Total Retail Related	-	-	-	-	-	-	-	-	
86										
87	Other Non-Transmission Related									
88		-		-		-	-	-	-	
89		-		-		-	-	-	-	
90	Total Other Related	-	-	-	-	-	-	-	-	
91										
92	**Total Account 182.3 Deficient ADIT Balances and Amortization**									
93										
94	**Total (Excess)/Deficient Non-Plant ADIT Regulatory Assets & Amortization**	-	-	-		-	-		-	

Note: 1. Plant-related deficient ADIT balances are embedded in the plant balances recorded in FERC Account 190, presented on WP_B-3, and are therefore not presented on this page.

Note: 2. With the exception of the NOL Carryforward balances, Excess ADIT Balances recorded in FERC Account 182.3 are Unprotected.

Note: 3. Reference WP_ADIT Prorate

Note: 4. Amortizations of excess/deficient deferred income taxes resulting from the enactment of the Tax Cuts and Jobs Act will be included beginning January 1, 2018 (with the 2018 True-Up)

Note: 5. Unamortized Deficient Deferred Tax Regulatory Assets and the amortization of those Regulatory Assets arising from future tax changes may only be included pursuant to Commission approval authorizing such inclusion.

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20YY

Table 10

WP_B-4

Acquisition Adjustment

Estimated

Line No	Description	FERC 114- Electric Plant Acquisition Adjustment				FERC 115- Accumulated Provision for Amortization of Electric Plant Acquisition Adjustment				Net Acquisition Adjustment (Amount included in Rate Base)			
		Prod	Trans Serving Prod	Trans Serving Trans	Total (1)	Prod	Trans Serving Prod	Trans Serving Trans	Total (2)	Prod	Trans Serving Prod	Trans Serving Trans	Total
		(a)	(b)	(c)	(d)=(a)+(b)+(c)	(e)	(f)	(g)	(h)=(e)+(f)+(g)	(i)=(a)-(e)	(j)=(b)-(f)	(k)=(c)-(g)	(l)=(i)+(j)+(k)
	Estimated Balance												
1													
2	December				-				-	-	-	-	-
3	January				-				-	-	-	-	-
4	February				-				-	-	-	-	-
5	March				-				-	-	-	-	-
6	April				-				-	-	-	-	-
7	May				-				-	-	-	-	-
8	June				-				-	-	-	-	-
9	July				-				-	-	-	-	-
10	August				-				-	-	-	-	-
11	September				-				-	-	-	-	-
12	October				-				-	-	-	-	-
13	November				-				-	-	-	-	-
14	December				-				-	-	-	-	-
15	13 Month Avg. (Lns 2 - 14)	-	-	-	-	-	-	-	-	-	-	-	-

Note: Only transmission related amounts associated with the Calpine Acquisition are included. Future Acquisition Adjustment amounts will not be included in the formula except as directed by the Commission pursuant to a Section 205 filing. The Acquisition Adjustment related to the Production function will be amortized over 40 years, Transmission Serving Production 55 years, and Transmission Serving Transmission 55 years.

Source:
1. Company Records
2. Company Records

Actual

Line No	Description	FERC 114- Electric Plant Acquisition Adjustment				FERC 115- Accumulated Provision for Amortization of Electric Plant Acquisition Adjustment				Net Acquisiti inclu	
		Prod	Trans Serving Prod	Trans Serving Trans	Prod	Prod	Trans Serving Prod	Trans Serving Trans	Total (2)	Prod	Tra Serv Pro
		(a)	(b)	(c)	(d)=(a)+(b) +(c)	(e)	(f)	(g)	(h)=(e)+(f) +(g)	(i)=(a)-(e)	(j)=(b
	Actual Balance										
1											
2	December				-				-	-	-
3	January				-				-	-	-
4	February				-				-	-	-
5	March				-				-	-	-
6	April				-				-	-	-
7	May				-				-	-	-
8	June				-				-	-	-
9	July				-				-	-	-
10	August				-				-	-	-
11	September				-				-	-	-
12	October				-				-	-	-
13	November				-				-	-	-
14	December				-				-	-	-
15	13 Month Avg. (Lns 2 - 14)	-		-	-	-		-	-	-	-

Note: Only transmission related amounts associated with the Calpine Acquisition are included. Future Acquisition Adjustment amounts will not be incl
directed by the Commission pursuant to a Section 205 filing. The Acquisition Adjustment related to the Production function will be amortized over 4
Production 55 years, and Transmission Serving Transmission 55 years.

Source:

1. FERC Account 114- FERC Form No. 1 pg. 200 Ln. 12
2. FERC Account 115- FERC Form No. 1 pg. 200 Ln. 32

Public Service Company of Colorado **Table 10**
Transmission Formula Rate Template **WP_B-4**
Twelve Months Ended December 31, 20YY
Acquisition Adjustment

Estimated

Line No	Description	FERC 406 (Amount included in Depreciation and Amortization Expense) Production	Transmission Serving Production	Transmission Serving Transmission	Total (3)
		(m)	(n)	(o)	(p)=(m)+(n)+(o)
	Estimated Balance				
1					
2	December				
3	January				-
4	February				-
5	March				-
6	April				-
7	May				-
8	June				-
9	July				-
10	August				-
11	September				-
12	October				-
13	November				-
14	December				-
15	13 Month Avg. (Lns 2 - 14)	-	-	-	-

Source:
3. Company Records

Actual

Line No	Description	FERC 406 (Amount included in Depreciation and Amortization Expense) Production	Transmission Serving Production	Transmission Serving Transmission	Total (3)
		(m)	(n)	(o)	(p)=(m)+(n)+(o)
	Actual Balance				

1						
2	December					
3	January					-
4	February					-
5	March					-
6	April					-
7	May					-
8	June					-
9	July					-
10	August					-
11	September					-
12	October					-
13	November					-
14	December					-
15	13 Month Avg.	(Lns 2 - 14)	-	-	-	-

Source:

3. FERC Account 406- FERC Form 1 pg. 114 Ln. 9

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Prepayments- FERC Account 165

Table 11

WP_B-5

Estimated

Line No.	Description	Reference	12/ 31/ 20XX	01/ 31/ 20XX	02/ 28/ 20XX	03/ 31/ 20XX	04/ 30/ 20XX	05/ 31/ 20XX	06/ 30/ 20XX	07/ 31/ 20XX	08/ 31/ 20XX	09/ 30/ 20XX	10/ 31/ 20XX	11/ 30/ 20XX	12/ 31/ 20XX	13 Month Avg
			Col. (a)	Col. (b)	Col. (a)	Col. (d)	Col. (e)	Col. (f)	Col. (g)	Col. (h)	Col. (i)	Col. (j)	Col. (k)	Col. (l)	Col. (m)	Col. (n)
	Prepayments (FERC Account 165) (1)															
1	**Plant Related:**															
2																$ -
3																-
4																-
5																-
6	Total Plant Related		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Allocation Factor to Electric	ATRR Est. Line 171														0.00 %
8	Total Plant Related Allocated to Electric															$ -
9																
10	**Labor Related:**															
11																$ -
12																-
13	Total Labor Related		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14	Allocation Factor to Electric	ATRR Est. Line 171														0.00 %
15	Total Labor Related Allocated to Electric															$ -
16																
17	**Transmission Related:**															
18																$ -

19	Total Transmission Related		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20																
21	**Other Related: Non-Transmission**															
22																$ -
23																-
24																-
25																-
26																-
27	Total Other Related		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
28	Allocation Factor to Electric	ATRR Est. Line 171														0.00 %
29	Total Other Related Allocated to Electric															$ -
30	**Total Prepayments**	Lines 6 + 13 + 19 + 27	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
31																
32	**Additional Prepayments included in the FERC Form No. 1**															
33																
34																
35																
36																
37																
38																
39	**Total**	FERC Form No. 1 pg. 111, Line 57, Col. (c) & (d)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Note 1: Prepayments are the 13-month average of the most recent calendar year actuals.

Actual

Line No	Description	Reference	12/31/20X	1/31/20X	2/28/20X	3/31/20X	4/30/20X	5/31/20X	6/30/20X	7/31/20X	8/31/20X	9/30/20X	10/31/20X	11/30/20X	12/31/20X	13 Month

.			X	X	X	X	X	X	X	X	X	X	X	X	X	Avg
			Col. (a)	Col. (b)	Col. (a)	Col. (d)	Col. (e)	Col. (f)	Col. (g)	Col. (h)	Col. (i)	Col. (j)	Col. (k)	Col. (l)	Col. (m)	Col. (n)
	Prepayments (FERC Account 165) (1)															
1	**Plant Related:**															
2																$ -
3																-
4																-
5																-
6	Total Plant Related		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	Allocation Factor to Electric	ATRR Act Line 171														0.00 %
8	Total Plant Related Allocated to Electric															$ -
9																
10	**Labor Related:**															
11																$ -
12																-
13																-
14																-
15	Total Labor Related		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16	Allocation Factor to Electric	ATRR Act Line 171														0.00 %
17	Total Labor Related Allocated to Electric															$ -
18																
19	**Transmission Related:**															
20																$ -
21																-
22	Total Transmission Related		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23																
24	**Other Related: Non-Transmission**															

25																$ -
26																-
27																-
28																-
29																-
30																-
31																-
32																-
33																-
34																-
35																-
36																-
37	Total Other Related		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
38	Allocation Factor to Electric	ATRR Act Line 171															0.00 %
39	Total Other Related Allocated to Electric																$ -
40	**Total Prepayments**	Lines 6 + 15 + 22 + 37	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
41																	
42	**Additional Prepayments included in the FERC Form No. 1**																
43																	
44																	
45																	
46																	
47	**Total**	FERC Form No. 1 pg. 111, Line 57, Col. (c) & (d)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		

Note 1: Prepayments are the 13-month average of the most recent calendar year actuals.

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Materials and Supplies - FERC Account 154

Table 12
WP_B-6

Estimated

Line No.	Month	Year	Reference	Ending Balance (1)
	Col. (a)	Col (b)	Col. (c)	Col. (d)
1	December	20XX	FF1, Page 227, ln 12, Col. (b)	
2	January	20XX	Company Records	
3	February	20XX	Company Records	
4	March	20XX	Company Records	
5	April	20XX	Company Records	
6	May	20XX	Company Records	
7	June	20XX	Company Records	
8	July	20XX	Company Records	
9	August	20XX	Company Records	
10	September	20XX	Company Records	
11	October	20XX	Company Records	
12	November	20XX	Company Records	
13	December	20XX	FF1, Page 227, ln 12, Col. (c)	
14	13 Month Avg. (Lns 1 - 13)			$ -
15				
16	Materials & Supplies Allocation Factor at Year End			
17	Assigned to Construction (Estimated)		FF1, Page 227, ln 5, Col. (c)	
18	Assigned to Operation and Maintenance (Estimated)		FF1, Page 227, ln 6, Col. (c)	
19	Production Plant (Estimated)		FF1, Page 227, ln 7, Col. (c)	
20	Transmission Plant (Estimated)		FF1, Page 227, ln 8, Col. (c)	
21	Distribution Plant (Estimated)		FF1, Page 227, ln 9, Col. (c)	
22	Regional Transmission and Market Operation Plant (Estimated)		FF1, Page 227, ln 10, Col. (c)	
23	Assigned to - Other		FF1, Page 227, ln 11, Col. (c)	
24	Total Account 154 (sum Lns 17 - 23)			$ -
25				
26	Transmission Materials & Supplies Allocation Factor		Ln 20 / Ln 24	0.00%
27	Other Materials & Supplies Allocation Factor		Ln 23 / Ln 24	0.00%
28				
29	Transmission Materials & Supplies		(Ln 14 * Ln 26)	$ -
30				

31	Other Materials & Supplies	(Ln 14 * Ln 27)	$ -

Note 1: Materials and Supplies are the 13-month average of the most recent calendar year actuals.

Actual

Line No.	Month	Year	Reference	Ending Balance
	Col. (a)	Col (b)	Col. (c)	Col. (d)
1	December	20XX	FF1, Page 227, ln 12, Col. (b)	
2	January	20XX	Company Records	
3	February	20XX	Company Records	
4	March	20XX	Company Records	
5	April	20XX	Company Records	
6	May	20XX	Company Records	
7	June	20XX	Company Records	
8	July	20XX	Company Records	
9	August	20XX	Company Records	
10	September	20XX	Company Records	
11	October	20XX	Company Records	
12	November	20XX	Company Records	
13	December	20XX	FF1, Page 227, ln 12, Col. (c)	
14	13 Month Avg. (Lns 1 - 13)			$ -
15				
16	Materials & Supplies Allocation Factor at Year End			
17	Assigned to Construction (Estimated)		FF1, Page 227, ln 5, Col. (c)	
18	Assigned to Operation and Maintenance (Estimated)		FF1, Page 227, ln 6, Col. (c)	
19	Production Plant (Estimated)		FF1, Page 227, ln 7, Col. (c)	
20	Transmission Plant (Estimated)		FF1, Page 227, ln 8, Col. (c)	
21	Distribution Plant (Estimated)		FF1, Page 227, ln 9, Col. (c)	
22	Regional Transmission and Market Operation Plant (Estimated)		FF1, Page 227, ln 10, Col. (c)	
23	Assigned to - Other		FF1, Page 227, ln 11, Col. (c)	
24	Total Account 154 (sum Lns 17 - 23)			$ -
25				
26	Transmission Materials & Supplies Allocation Factor		Ln 20 / Ln 24	0.00%
27	Other Materials & Supplies Allocation Factor		Ln 23 / Ln 24	0.00%

28			
29	Transmission Materials & Supplies	(Ln 14 * Ln 26)	$ -
30			
31	Other Materials & Supplies	(Ln 14 * Ln 27)	$ -

Public Service Company of Colorado **Table 13**
Transmission Formula Rate Settlement Template **WP_B-7**
Twelve Months Ended December 31, 20XX
Regulatory Liabilities- FERC Account 254

Estimated

Line No.	Date	Reference	Beginning Balance	Amortization	Ending Balance
	Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)
	Gain on the sale of the Technical Service Building (Electric portion)				
1	December	Company Records			-
2	January	Company Records			-
3	February	Company Records			-
4	March	Company Records			-
5	April	Company Records			-
6	May	Company Records			-
7	June	Company Records			-
8	July	Company Records			-
9	August	Company Records			-
10	September	Company Records			-
11	October	Company Records			-
12	November	Company Records			-
13	December	Company Records			-
14	13 Month Avg. (Lns 1 - 13)		$ -		$ -
15	12 Month Total. (Lns 2 - 13)			$ -	

Actual

Line No.	Date	Reference	Beginning Balance	Amortization	Ending Balance
	Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)
	Gain on the sale of the Technical Service Building (Electric portion)				
1	December	FF1, Page 278.b			-
2	January	Company Records			-
3	February	Company Records			-
4	March	Company Records			-
5	April	Company Records			-
6	May	Company Records			-
7	June	Company Records			-
8	July	Company Records			-
9	August	Company Records			-

10	September	Company Records			-
11	October	Company Records			-
12	November	Company Records			-
13	December	FF1, Page 278.f			-
14	13 Month Avg. (Lns 1 - 13)		$ -		$ -
15	12 Month Total. (Lns 2 - 13)			$ -	

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Construction Work in Progress (1)

Table 14
WP_B-8

Estimated

Line No.	Work Order #	Approved in FERC Docket	Work Order Description	Months	CWIP Balance (2)	Prefunded AFUDC Adjustments (2) Adjustment to Gross Plant	Adjustment to Accumulated Reserves	Adjustment to Net Plant	Adjustment to ADIT	Annual Amortization
					Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)	Col. (f)
1										
2				December				-		
3				January				-		
4				February				-		
5				March				-		
6				April				-		
7				May				-		
8				June				-		
9				July				-		
10				August				-		
11				September				-		
12				October				-		
13				November				-		
14				December				-		
15										
16			13 Month Avg. (Lns 2 - 14)		-	-	-	-		
17			BOY/EOY Avg. (Lns 2 and 14)						-	
18			12 Month Total (Sum Lns 3 - 14)							-

Notes:
(1) No CWIP cost data will be included except as directed by the Commission following a filing pursuant to section 205 of the FPA.
(2) Source: Unless noted otherwise, all data from the Capital Asset Accounting Work Order tracking system.

Actual

Line No.	Work Order #	Approved in FERC Docket	Work Order Description	Months	CWIP Balance (2)	Prefunded AFUDC Adjustments (2) Adjustment to Gross Plant	Adjustment to Accumulated Reserves	Adjustment to Net Plant	Adjustment to ADIT	Annual Amortization
					Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)	Col. (f)
1										
2				December				-		
3				January				-		
4				February				-		
5				March				-		
6				April				-		
7				May				-		
8				June				-		
9				July				-		
10				August				-		
11				September				-		
12				October				-		
13				November				-		
14				December				-		
15										
16			13 Month Avg. (Lns 2 - 14)		-	-	-	-		
17			BOY/EOY Avg. (Lns 2 and 14)						-	
18			12 Month Total (Sum Lns 3 - 14)							-

Notes:

(1) No CWIP cost data will be included except as directed by the Commission following a filing pursuant to section 205 of the FPA.

(2) Source: Unless noted otherwise, all data from the Capital Asset Accounting Work Order tracking system.

Public Service Company of Colorado

Table 15 WP_B-Inputs Est.

Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Rate Base Data Inputs- Estimated

Gross Plant

	Reference	Intangible Plant	Steam Production	Hydraulic Production	Other Production	Transmission Plant	Distribution Plant	General Plant	Common Intangible	Common General
		Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records
1	December									
2	January									
3	February									
4	March									
5	April									
6	May									
7	June									
8	July									
9	August									
10	September									
11	October									
12	November									
13	December									
14	13 Month Avg. (Lns 1 - 13)	-	-	-	-	-	-	-	-	-
15	Less ARO (13 Month Avg) (1)	-	-	-	-	-	-	-	-	-
16										

17	Adj Balance	-	-	-	-	-	-	-	-	-
18										
19	**Accumulated Depreciation and Amortization**									
20										
21		**Intangible Plant**	**Steam Production**	**Hydraulic Production**	**Other Production**	**Transmission Plant**	**Distribution Plant**	**General Plant**	**Common Intangible**	**Common General**
22	Reference	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records
23	December									
24	January									
25	February									
26	March									
27	April									
28	May									
29	June									
30	July									
31	August									
32	September									
33	October									
34	November									
35	December									
36	13 Month Avg. (Lns 23 - 35)	-	-	-	-	-	-	-	-	-
37	Less ARO (13 Month Avg) (1)	-	-	-	-	-	-	-	-	-
38										

Adj Balance	-	-	-	-	-	-	-	-	-	-

Depreciation Expense

	Intangible Plant	Steam Production	Hydraulic Production	Other Production	Transmission Plant	Distribution Plant	General Plant	Common Intangible	Common General
Reference	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records	Company Records
Total									

Plant Adjustments (4)

Gross Plant

	Electric Intangible				Distribution Plant			General Plant			Common Intangible				Common General		
	FERC 302	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	FERC 302	CRS	OMS	Total	Smart Grid City	AGIS	Total
December				-										-			
January				-										-			
February				-										-			
March				-										-			
April				-										-			

May				-										-				
June				-										-				
July				-										-				
August				-										-				
September				-										-				
October				-										-				
November				-										-				
December				-										-				
13 Month Avg. (Lns 54 - 66)	-	-		-	-		-			-	-	-		-				-

Accumulated Depreciation

	Electric Intangible				Distribution Plant			General Plant			Common Intangible				Common General		
	FERC 302	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	FERC 302	CRS	OMS	Total	Smart Grid City	AGIS	Total
December				-										-			
January				-										-			
February				-										-			
March				-										-			
April				-										-			
May				-										-			
June																	

79																		
80	July				-										-			
81	August				-										-			
82	September				-										-			
83	October				-										-			
84	November				-										-			
85	December				-										-			
86	13 Month Avg. (Lns 73 - 85)	-	-		-	-		-		-	-	-		-				-
87																		
88	**Depreciation Expense**																	
89																		

90		Electric Intangible				Distribution Plant			General Plant			Common Intangible				Common General		
91		FERC 302	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	FERC 302	CRS	OMS	Total	Smart Grid City	AGIS	Total
92	Dec Month 12	-	-		-	-			-			-	-	-	-			-
93																		
94	**ADIT**																	

95		Electric Intangible				Distribution Plant			General Plant			Common Intangible				Common General		
96		FERC 302	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	FERC 302	CRS	OMS	Total	Smart Grid City	AGIS	Total
97	December				-										-			
98	December				-										-			
99	Proration Adjustment	-	-		-	-			-			-	-	-	-			-

	(5)											
100	BOY/EOY Avg (6)	-	-	-	-	-	-	-	-	-	-	-

Generator Step ups

	Gross Plant			Accum Depreciation & Amort			ADIT		
	Transmission GSU	**Distribution GSU**	**General GSU**	**Transmission GSU**	**Distribution GSU**	**General GSU**	**Transmission GSU**	**Distribution GSU**	**General GSU**
December							-	-	-
January									
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December							-	-	-
13 Month Avg. (Lns 105 - 117)	-	-	-	-	-	-	-	-	-

		Depreciation Expense		
		Transmission GSU	Distribution GSU	General GSU
4	Dec 12 Month	-	-	-

		Unamort. Balance of Abandoned Incentive Plant (2)	Current Year Amortization Expense (2)	Unamortized Balance End of Current Year	Unamort. Balance of Extraordinary Property Loss (2)	Current Year Amortization Expense (2)	Unamortized Balance End of Current Year	Land Held For Future Use (3)
1	December			-			-	
2	January			-			-	
3	February			-			-	
4	March			-			-	
5	April			-			-	
6	May			-			-	
7	June			-			-	
8	July			-			-	
9	August			-			-	
10	September			-			-	
11	October			-			-	
12	November			-			-	

143	December		-			-						
144	13 Month Avg. (Lns 130 - 142)	-	-	-	-	-	-					-
145												
146												
147	Note 1. ARO is not included in the budgeted amounts											
148	Note 2. Abandoned Plant and Extraordinary Property Loss will remain at zero and can not be changes without a Section 205 filing.											
149	Note 3. Plant Held for Future Use recovered in the formula will be limited to Transmission related land and land rights recorded in Account 105, Plant Held for Future Use.											
150	Note 4. Source of Plant Adjustments: Company Records.											
151	Note 5. ADIT proration adjustments are derived on WP_ADIT Prorate.											
152	Note 6. Average BOY/EOY balance is reduced by the ADIT prorate adjustment in compliance with IRS regulation Section 1.167(l)-1(h)(6).											

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Rate Base Data Inputs- Actual

Table 16

WP_B-Inputs Act.

Gross Plant

		Intangible Plant	Steam Production	Hydraulic Production	Other Production	Transmission Plant	Distribution Plant	General Plant	Common Intangible	Common General
	FERC Form No. 1 reference	(page 204 & 205 Ln. 5)	(page 204 & 205 Ln. 16)	(page 204 & 205 Ln. 35)	(page 204 & 205 Ln. 45)	(page 206 & 207 Ln. 58)	(page 206 & 207 Ln. 75)	(page 206 & 207 Ln. 99)	Note 7	Note 7
1	December									
2	January									
3	February									
4	March									
5	April									
6	May									
7	June									
8	July									
9	August									
10	September									
11	October									
12	November									
13	December									
14	13 Month Avg. (Lns 1 - 13)	-	-	-	-	-	-	-	-	-
15										
16	Less ARO (13 Month Avg) (1)									
17										
18	Adj Balance	-	-	-	-	-	-	-	-	-

Accumulated Depreciation and Amortization

	Intangible Plant	Steam Production	Hydraulic Production	Other Production	Transmission Plant	Distribution Plant	General Plant	Common Intangible	Common General
FERC Form No. 1 reference	(page 200 Ln. 21)	(page 219 Ln. 20)	(page 219 Ln. 22 + 23)	(page 219 Ln. 24)	(page 219 Ln. 25)	(page 219 Ln. 26)	(page 219 Ln. 28)	Note 8	Note 8
December									
January									
February									
March									
April									
May									
June									
July									
August									
September									
October									
November									
December									
13 Month Avg. (Lns 23 - 35)	-	-	-	-	-	-	-	-	-
Less ARO (13 Month Avg) (1)									
Adj Balance	-	-	-	-	-	-	-	-	-

Depreciation Expense

	Intangible Plant	Steam Production	Hydraulic Production	Other Production	Transmission Plant	Distribution Plant	General Plant	Common Intangible	Common General

46	FERC Form No. 1 reference	(page 336 Ln. 1)	(page 336 Ln. 2)	(page 336 Ln. 4 + 5)	(page 336 Ln. 6)	(page 336 Ln. 7)	(page 336 Ln. 8)	(page 336 Ln. 10)	(page 336 Ln. 11)	(page 336 Ln. 11)
47	Total									

48

49 **Plant Adjustments (4)**

50 **Gross Plant**

51

		Electric Intangible				Distribution Plant			General Plant			Common Intangible				Common General		
52																		
53		FERC 302	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	FERC 302	CRS	OMS	Total	Smart Grid City	AGIS	Total
54	December				-			-							-			
55	January				-			-							-			
56	February				-			-							-			
57	March				-			-							-			
58	April				-			-							-			
59	May				-			-							-			
60	June				-			-							-			
61	July				-			-							-			
62	August				-			-							-			
63	September				-			-							-			
64	October				-			-							-			
65	November				-			-							-			
66	December				-			-							-			
67	13 Month Avg. (Lns 53 - 65)	-	-		-	-		-	-			-	-	-	-			-

68

69 **Accumulated Depreciation**

70

		Electric Intangible	Distribution Plant	General Plant	Common Intangible	Common General
71						

72		FERC 302	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	FERC 302	CRS	OMS	Total	Smart Grid City	AGIS	Total
73	December				-												-	
74	January				-												-	
75	February				-												-	
76	March				-												-	
77	April				-												-	
78	May				-												-	
79	June				-												-	
80	July				-												-	
81	August				-												-	
82	September				-												-	
83	October				-												-	
84	November				-												-	
85	December				-												-	
86	13 Month Avg. (Lns 72 - 84)	-	-		-	-			-			-	-	-			-	-
87																		
88	**Depreciation Expense**																	
89																		
90		**Electric Intangible**				**Distribution Plant**			**General Plant**			**Common Intangible**				**Common General**		
91		**FERC 302**	**Smart Grid City**	**AGIS**	**Total**	**Smart Grid City**	**AGIS**	**Total**	**Smart Grid City**	**AGIS**	**Total**	**FERC 302**	**CRS**	**OMS**	**Total**	**Smart Grid City**	**AGIS**	**Total**
92	Dec 12 Month				-												-	

ADIT

	Electric Intangible				Distribution Plant			General Plant			Common Intangible				Common General		
	FERC 302	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	Smart Grid City	AGIS	Total	FERC 302	CRS	OMS	Total	Smart Grid City	AGIS	Total
December				-												-	
December				-												-	
Proration Adjustment (5)	-	-		-	-			-			-	-	-			-	-
BOY/EOY Avg (6)	-	-		-	-			-			-	-	-			-	-

Generator Step ups

	Gross Plant			Accum Depreciation & Amort			ADIT		
	Transmission GSU	Distribution GSU	General GSU	Transmission GSU	Distribution GSU	General GSU	Transmission GSU	Distribution GSU	General GSU
December									
January									
February									
March									
April									
May									
June									
July									

114	August									
115	September									
116	October									
117	November									
118	December									
119	13 Month Avg. (Lns 104 - 116)	-	-	-	-	-	-	-	-	-

		Depreciation Expense		
		Transmission GSU	Distribution GSU	General GSU
124	Dec 12 Month			

		Una mort. Balance of Abandoned Incentive Plant (2)	Current Year Amortization Expense (2)	Unamort Balance End of Current Year	Unamort. Balance of Extraordinary Property Loss (2)	Current Year Amortization Expense (2)	Unamort Balance End of Current Year	Land Held For Future Use (3)
131	December			-			-	
132	January							

2				-			-			
13 3	February			-			-			
13 4	March			-			-			
13 5	April			-			-			
13 6	May			-			-			
13 7	June			-			-			
13 8	July			-			-			
13 9	August			-			-			
14 0	September			-			-			
14 1	October			-			-			
14 2	November			-			-			
14 3	December			-			-			
14 4	13 Month Avg. (Lns 129 - 141)	-	-	-		-	-	-	-	

14 5
14 6
14 7 Note 1. ARO is not included in the budgeted amounts
14 8 Note 2. Abandoned Plant and Extraordinary Property Loss will remain at zero and can not be changes without a Section 205 filing.
14 9 Note 3. Plant Held for Future Use recovered in the formula will be limited to Transmission related land and land rights recorded in Account 105, Plant Held for Future Use.
15 0 Note 4. Source of Plant Adjustments: Company Records.
1 5
1 1 Note 5. ADIT proration adjustments are derived on WP_ADIT Prorate.
1 5
2 1 Note 6. Average BOY/EOY balance is reduced by the ADIT prorate adjustment in compliance with IRS regulation Section 1.167(l)-1(h)(6).
Note 7. FERC Form No 1, Page 356. Common Intangible Gross Plant includes Accounts 301-303. Common General Gross Plant includes

5 Accounts 389-399.1.
3
1 Note 8. FERC Form No1, Page 356.1. Common Intangible Accumulated Amortization, Account 111 includes Franchises and Purchased
5 Software. Common General Accumulated Depreciation, Account 108 includes Transportation and Other Plant plus Accumulated Amortization,
4 Account 111, Office Remodeling.

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Transmission O&M

Table 17
WP_C-1

Line No.		TRANSMISSION EXPENSES	Estimated Amounts Ref	Non Labor	Labor	Total	Actual Amounts Ref	Non Labor	Labor	Total
				Col. (a)	Col. (b)	Col. (c)		Col. (a)	Col. (b)	Col. (c)
		OPERATION								
1	560	Supervision and Engineering	Company Records			-	321.83.b			-
2	561.1	Load Dispatching - Reliability	Company Records			-	321.85.b			-
3	561.2	Load Dispatching - Monitor & Operate Transmission System	Company Records			-	321.86.b			-
4	561.3	Load Dispatching - Transmission Service & Scheduling	Company Records			-	321.87.b			-
5	561.4	Scheduling, System Control & Dispatch Services	Company Records			-	321.88.b			-
6	561.5	Reliability, Planning and Standards Development	Company Records			-	321.89.b			-
7	561.6	Transmission Service Studies (1)	Company Records			-	321.90.b			-
8	561.7	Generation Interconnection Studies	Company Records			-	321.91.b			-
9	561.8	Reliability, Planning & Standards Development Services	Company Records			-	321.92.b			-
10	562	Station Expenses	Company Records			-	321.93.b			-
11	563	Overhead Line Expenses	Company Records			-	321.94.b			-
12	564	Underground Lines Expense	Company Records			-	321.95.b			-
13	565	Transmission of Electricity by Others	Company Records			-	321.96.b			-
14	566	Miscellaneous Transmission Expenses	Company Records			-	321.97.b			-
15	567	Rents	Company Records			-	321.98.b			-
16		Total Operation		-	-	-		-	-	-
17										
18		MAINTENANCE								
19	568	Supervision and Engineering	Company Records			-	321.101.b			-
20	569	Structures	Company Records			-	321.102.b			-
21	569.1	Computer Hardware	Company Records			-	321.103.b			-
22	569.2	Computer Software	Company Records			-	321.104.b			-
23	569.3	Communication Equipment	Company Records			-	321.105.b			-
24	569.4	Miscellaneous Regional Transmission Plant	Company Records			-	321.106.b			-
25	570	Station Equipment	Company Records			-	321.107.b			-

26	571	Overhead Lines (2)	Company Records			-	321.1 08.b			-
27	572	Underground Lines	Company Records			-	321.1 09.b			-
28	573	Miscellaneous Transmission Plant	Company Records			-	321.1 10.b			-
29		Total Maintenance		-	-	-		-	-	-
30										
31		TOTAL TRANSMISSION		-	-	-		-	-	-
32										
33										
34	565	System Integration Costs- Holy Cross TIEA (3)	Company Records	-	-	-	Company Records		-	-
35										
36	561	Total FERC Account 561	Sum Lines 2 - 9	-	-	-		-	-	-

Note 1. Amount reflects 3 year amortization of the pre-construction costs associated with the San Luis-Calumet-Comanche Transmission Line ($2,625,528 X 50% / 3 = $437,588) beginning November 17, 2012 as shown on FERC Form No. 1 page 321, line 90 footnote page. See additional details on Table 25 concerning the 50/50 Sharing.

Note 2. Amount will include a 3 year amortization of the total amount deferred related to Mountain Pine Beetle as shown on FERC Form No. 1 page 321, line 108 footnote page. $5,926,097 will be amortized over 3 years beginning January 1, 2013.
Note 3. The Holy Cross system integration surplus/deficit payments are difficult to project, therefore, PSCo makes no effort to budget these costs or include them in the ATRR Est. However, these payments will be included on actuals and in the ATRR Act. calculation.

Public Service Company of Colorado **Table 18**
Transmission Formula Rate Settlement Template **WP_C-2**
Twelve Months Ended December 31, 20XX
Administrative and General Expenses

Estimated

Line No.	FERC	Account Description	Reference	Total	Adjustment	Adjusted Total
				Col. (a)	Col. (b)	Col. (c)
1	920	Administrative and general salaries	Company Records		$ -	$ -
2	921	Office supplies and expenses	Company Records		-	-
3	922	Administrative expenses transferred—Credit	Company Records		-	-
4	923	Outside services employed	Company Records		-	-
5	924	Property insurance	Company Records		-	-
6	925	Injuries and damages	Company Records		-	-
7	926	Employee pensions and benefits (1)	Company Records		-	-
8	927	Franchise requirements	Company Records		-	-
9	928	Regulatory commission expenses (2)	Company Records		-	-
10	929	Duplicate charges—Credit	Company Records		-	-
11	930.1	General Advertising Expenses (3)	Company Records		-	-
12	930.2	Miscellaneous general expenses (4)	Company Records		-	-
13	931	Rents	Company Records		-	-
14	935	Maintenance of general plant	Company Records		-	-
15		Subtotal		$ -	$ -	$ -

Notes:
1. Post-Employment Benefits Other than Pensions (FAS 106) shall remain as a stated, fixed amount and shall not be changed except as directed by the Commission following a filing seeking such change pursuant to section 205 or 206 of the FPA. The adjustment is shown on WP_C-3 PBOP. PSCo will file annually to seek FERC approval of the updated PBOP expense. Retail Deferred Pension Expense, net of any amortization amounts recorded in FERC Account 926 will be excluded. Reference Form 1 Page 323, line 187, Footnote.
2. Regulatory Commission expenses (FERC Account 928) will be directly assigned to Transmission and are shown on WP_C-4.
3. General Advertising Expenses (FERC Account 930.1) will be excluded.
4. All industry assocation dues recorded in FERC Account 930.2 will be excluded.

Total Exclusion	Company Records	

Actuals

Line No.	FERC	Account Description	Reference	Total	Adjustment	Adjusted Total
				Col. (a)	Col. (b)	Col. (c)
1	920	Administrative and general salaries	FF1, pg. 323, Line 181		$ -	$ -
2	921	Office supplies and expenses	FF1, pg. 323, Line 182		-	-
3	922	Administrative expenses transferred—Credit	FF1, pg. 323, Line 183		-	-
4	923	Outside services employed	FF1, pg. 323, Line 184		-	-
5	924	Property insurance	FF1, pg. 323, Line 185		-	-
6	925	Injuries and damages	FF1, pg. 323, Line 186		-	-
7	926	Employee pensions and benefits (1)	FF1, pg. 323, Line 187		-	-
8	927	Franchise requirements	FF1, pg. 323, Line 188		-	-
9	928	Regulatory commission expenses (2)	FF1, pg. 323, Line 189		-	-
10	929	Duplicate charges—Credit	FF1, pg. 323, Line 190		-	-
11	930.1	General Advertising Expenses (3)	FF1, pg. 323, Line 191		-	-
12	930.2	Miscellaneous general expenses (4)	FF1, pg. 323, Line 192		-	-
13	931	Rents	FF1, pg. 323, Line 193		-	-
14	935	Maintenance of general plant	FF1, pg. 323, Line 196		-	-
15		Subtotal		$ -	$ -	$ -

Notes:
1. Post-Employment Benefits Other than Pensions (FAS 106) shall remain as a stated, fixed amount and shall not be changed except as directed by the Commission following a filing seeking such change pursuant to section 205 or 206 of the FPA. The adjustment is shown on WP_C-3 PBOP. PSCo will file annually to seek FERC approval of the updated PBOP expense. Retail Deferred Pension Expense, net of any amortization amounts recorded in FERC Account 926 will be excluded. Reference Form 1 Page 323, line 187, Footnote.
2. Regulatory Commission expenses (FERC Account 928) will be directly assigned to Transmission and are shown on WP_C-4.
3. General Advertising Expenses (FERC Account 930.1) will be excluded.
4. All industry assocation dues recorded in FERC Account 930.2 will be excluded.

Industry Association Dues	FF1, pg. 335, Line 1	
Service Company Allocation of Industry Associateion Dues	FF1, pg. 335, Line 14	
Total Exclusion		$ -

Public Service Company of Colorado **Table 19**
Transmission Formula Rate Settlement Template **WP_C-3**
Twelve Months Ended December 31, 20XX
Post-Employment Benefits Other than Pensions (FAS 106)

Line No.	Description	Total Expense	O&M $	O&M Electric $
		Col. (a)	Col. (b)	Col. (c)
1				
2				
3				
4				
5				
6	Total	-	-	-
7				
8				
9				
10				
11				
12				
13				
14	Total	-	-	-
15				
16				
17				
18				
19				
20				
21				
22				
23				
24	Total	-	-	-
25				
26				
27				
28				
29				
30				
31				
32				
33				

34	Total	-	-	-
35				
36	Adjustment			
37	Estimated Amount Less Base Year Amount (Line 14 minus 6)	-	-	-
38	Actual Amount Less Base Year Amount (Line 28 minus 21)	-	-	-

Notes:
Once established in the true-up for the first Formula Rate Year that rates are in effect, the amount for Post-Employment Benefits Other than Pensions shall be the amount recovered in the formula rate until a change is accepted and permitted by FERC pursuant to a Section 205 filing (to be made annually to update the PBOP expense) or a Section 206 filing.

Source: Employee Benefit Accounting PBOP analysis and actuarial study filed annually with the Commission.

Public Service Company of Colorado **Table 20**
Transmission Formula Rate Settlement Template **WP_C-4**
Twelve Months Ended December 31, 20XX
Regulatory Commission Expense Detail (FERC Account 928)

Estimated

Line No.	Description	Reference	Transmission Specific	Non-Transmission Related	Total
			Col. (a)	Col. (b)	Col. (c)
1					-
2					-
3					
4					-
5					-
6	Total		-	-	-
7					

Footnote 1: Rate Case Expenses will be amortized over 3 years beginning November 17, 2012.

Actual

Line No.	Description	Reference	Transmission Specific	Non-Transmission Related	Total
			Col. (a)	Col. (b)	Col. (c)
1					-
2					-
3					
4					
5					-
6					-
7	Total	FF1, pg 351, Ln 46	-	-	-

Footnote 1: Rate Case Expenses will be amortized over 3 years beginning November 17, 2012.

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Taxes Other Than Income Tax

Table 21
WP_D-1

Line No.	Description	Reference	Estimated	FERC Form No. 1 Reference	Actual
1	FUTA			263.i	
2	FICA			263.i	
3	Unemployment SESA			263.i	
4	Occupational Denver			263.i	
5	Total taxes related to wages & salaries (1)	Company Records			-
6					
7	Real and personal property taxes			263.i	
8	Use tax			263.i	
9	Total taxes related to property (1)	Company Records			-
10					
11	Miscellaneous				
12		Company Records			
13					
14	Total TOTI	Line 5 plus Line 9 plus Line 12	$ -	115.14.g	$ -

Note 1. The PSCo budget estimates these taxes only in total. Details as to actual taxes will be available for actuals in the Annual True-up.

Public Service Company of Colorado **Table 22**
Transmission Formula Rate Settlement Template **WP_E-1**
Twelve Months Ended December 31, 20XX
Revenue Credits

Estimated

Line No.	FERC	Description	Total	Adjustments	Adjusted Total
			Col. (a)	Col. (b)	Col. (c)
1	454- Rent From Electric Property				
2	45400	Rental Income on Transmission Facilities		$ -	$ -
3	45400	Rental Income on Other Facilities		-	-
4	Total 454		$ -	$ -	$ -
5					
6	456- Other Electric Revenue				
7	456.0	Revenue from Schedule 18 - Annual Interconnection Customer O&M Charge		$ -	$ -
8	456	Total Other Electric Revenue – (Other than Schedule 18)		-	-
9	Total 456		$ -	$ -	$ -
10					
11	421.1 Gain on disposition of property				
12	421.1	Amortization of the Gain on the Sale of TSB (Allocated to Transmission) Ref. WP_B-7 Line 15	$ -	$ -	$ -
13	421.1	Gain on disposition of property (Other Related)	-	-	-
14	Total 421.1		$ -	$ -	$ -

Actual

Line No.	FERC	Description	Total	Adjustments	Adjusted Total
			Col. (a)	Col. (b)	Col. (c)
1	454- Rent From Electric Property				
2	45400	Rental Income on Transmission Facilities		$ -	$ -
3	45400	Rental Income on Other Facilities		-	-
4	Total 454- FERC Form No. 1 pg. 300 Ln 19		$ -	$ -	$ -
5					
6	456- Other Electric Revenues				
7	456.0	Revenue from Schedule 18 – Annual Interconnection Customer O&M Charge		$ -	$ -

8	456	Total Other Electric Revenue – (Other than Schedule 18)		-	-
9	Total 456		$ -	$ -	$ -
10					
11	421.1 Gain on disposition of property				
12	421.1	Amortization of the Gain on the Sale of TSB (Allocated to Transmission) Ref. WP_B-7 Line 15	$ -	$ -	$ -
13	421.1	Gain on disposition of property (Other Related)		-	-
14	Total 421.1- FERC Form No. 1 pg. 117 Ln 40		$ -	$ -	$ -

Public Service Company of Colorado **Table 23**

Transmission Formula Rate Template **WP_F-1**

Account 456.1- Revenues from Transmission of Electricity of Others

Ln No.	Type	Desc Service Type	Divisor kW (a)	Point-to-Point Trans Schedules 7 & 8 (b)	Network Trans Schedule 9 (c)	Scheduling, System Control & Dispatch Schedule 1 (d)	Reactive Supply & Voltage Control Schedule 2 (e)	Regulation and Frequency Schedule 3 & 3A (f)	Regulation and Frequency Schedule 3 & 3A - VER (g)	Regulation And Frequency Schedule 3 & 3A - Non-VER (h)	Network & Energy Imbalance Schedule 4 (i)	Network & Interco. Spinning Reserve Schedule 5 (j)	Supplemental Spinning Reserve Schedule 6 (k)	Flex Reserve Schedule 16 (l)	FERC Assess Pass Through (m)	Total of Line Items (n)
1																
2																
3																
4																
5																
6																
7		Total	-	0	0	0	0	0	0	0	0	0	0	0	0	0
	Summarized by Type:															
8	Credit		-	0	0	0	0	0	0	0	0	0	0		0	0
9	Divisor		-	0	0	0	0	0	0	0	0	0	0	0	0	0
10	Ancillary		-	0	0	0	0	0	0	0	0	0	0	0	0	0
11	Other		-	0	0	0	0	0	0	0	0	0	0		0	0
12	Total		-	0	0	0	0	0	0	0	0	0	0		0	0

Description of Revenue Types:

Ancillary	Ancillary services include regulation & frequency, control & dispatch, voltage control, reactive, spinning reserve, scheduling,and flex reserve.

Divisor	Load associated with these revenues are included in the formula divisor.
Credit	Revenue credit because the load is not included in divisor.

Actuals				Point to Point Trans	Network Trans	Scheduling, System Control & Dispatch	Reactive Supply & Voltage Control	Regulation and Frequency	Regulation and Frequency Schedule 3 & 3A - VER	Regulation and Frequency Schedule 3 & 3A - Non-VER	Network & Energy Imbalance	Network & Interco. Spinning Reserve	Supplemental Spinning Reserve	Flex Reserve	FERC Assess Pass	Total of
Ln No.	Type	Desc/ Service Type	Divis or kW	Schedules 7 & 8	Schedule 9	Schedule 1	Schedule 2	Schedule 3 & 3A			Schedule 4	Schedule 5	Schedule 6	Schedule 16	Through	Line Items
			(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
1																-
2																-
3																-
4																
5																
6																
7																
		Total	-	-	-	-	-	-			-	-	-		-	-
	Summarized by Type:															
8	Credit		-	-	-	-	-	-			-	-	-		-	-
9	Divisor		-	-	-	-	-	-			-	-	-		-	-
10	Ancillary		-	-	-	-	-	-			-	-	-		-	-
11	Other		-	-	-	-	-	-			-	-	-		-	-
12	Total (1)		-	-	-	-	-	-			-	-	-		-	-

Description of Revenue Types:
Ancillary — Ancillary services includes regulation & frequency, control & dispatch, voltage control, reactive, spinning reserve, scheduling, and flex reserve.

Divisor	Load associated with these revenues are included in the formula divisor.
Credit	Revenue credit because the load is not included in divisor.

Note 1. FERC Form 1 does not report Account 456.1 in the subcategories presented. The information is from Company Records. The total in Column O ties to the balance of Acount 456.1 as reported in the FERC Form 1.

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Capital Structure Details

Table 24
WP_G-1

Estimated

Line No.	Description	Form No.1 Ref	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	13 Month Avg.
			Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)	Col. (f)	Col. (g)	Col. (h)	Col. (i)	Col. (j)	Col. (k)	Col. (l)	Col. (m)	Col. (n)
1	Long Term Debt:															
2	Acct 221 Bonds	112.18.c, d														-
3	Acct 223 Advances from Assoc. Companies	112.20.c, d														-
4	Acct 224 Other Long Term Debt	112.21.c, d														-
5	Less Acct 222 Reacquired Debt	112.19 c,d														-
6	Total Long Term Debt	Sum Lines 2 - 4 Less Line 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7																
8	Preferred Stock (1)	112.3.c,d	0	0	0	0	0	0	0	0	0	0	0	0	0	-
9																
10	Common Equity- Per Books	112.16.c, d														-
11	Less Acct 204 Preferred Stock	112.3.c,d														-
12	Less Acct 219 Accum Other Compre. Income	112.15.c, d														-
13	Less Acct 216.1 Unappropriated Undistributed Subsidiary Earnings	112.12.c, d														-

14	Adjusted Common Equity	Ln 10 - 11 - 12 - 13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15																	
16	Total (Line 6 plus Line 8 plus Line 14)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17																	
18	Cost of Debt																
19	Acct 427 Interest on Long Term Debt	117.62.c															
20	Acct 428 Amortization of Debt Discount and Expense	117.63.c															
21	Acct 428.1 Amortization of Loss on Reacquired Debt	117.64.c															
22	Acct 430 Interest on Debt to Assoc. Companies (LTD portion only) (2)	117.67.c															
23	Less: Acct 429 Amort of Premium on Debt	117.65.c negative	enter														
24	Less: Acct 429.1 Amort of Gain on Reacquired Debt	117.66.c negative	enter														
25	Total Interest Expense	Sum Lines 19 - 24															0
26																	
27	Average Cost of Debt (Line 25 / Line 6)																0.00%
28																	
29	Cost of Preferred Stock																
30	Preferred Stock Dividends	118.29.c positive	enter														
31																	
32	Average Cost of Preferred Stock (Line 30 / Line 8)																0.00%

Note 1. If and when the Company issues preferred stock, footnote will indicate the authorizing regulatory agency, the docket/case number, and the date of the authorizing order.

Note 2. Interest on Debt to Associated Companies (FERC 430) will be populated with interest related to Long-Term Debt only.

Actual

Line No.	Description	Form No.1 Ref	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	13 Month Avg.
			Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)	Col. (f)	Col. (g)	Col. (h)	Col. (i)	Col. (j)	Col. (k)	Col. (l)	Col. (m)	Col. (n)
1	Long Term Debt:															
2	Acct 221 Bonds	112.18.c, d														-
3	Acct 223 Advances from Assoc. Companies	112.20.c, d														-
4	Acct 224 Other Long Term Debt	112.21.c, d														-
5	Less Acct 222 Reacquired Debt	112.19 c,d														-
6	Total Long Term Debt	Sum Lines 2 - 4 Less Line 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7																
8	Preferred Stock (1)	112.3.c,d														-
9																
10	Common Equity- Per Books	112.16.c, d														-
11	Less Acct 204 Preferred Stock	112.3.c,d														-
12	Less Acct 219 Accum Other Compre. Income	112.15.c, d														-

13	Less Acct 216.1 Unappropriated Undistributed Subsidiary Earnings	112.12.c, d															-
14	Adjusted Common Equity	Ln 10 - 11 - 12 - 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15																	
16	Total (Line 6 plus Line 8 plus Line 14)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17																	
18	Cost of Debt																
19	Acct 427 Interest on Long Term Debt	117.62.c															
20	Acct 428 Amortization of Debt Discount and Expense	117.63.c															
21	Acct 428.1 Amortization of Loss on Reacquired Debt	117.64.c															
22	Acct 430 Interest on Debt to Assoc. Companies (LTD portion only) (2)	117.67.c															
23	Less: Acct 429 Amort of Premium on Debt	117.65.c negative	enter														
24	Less: Acct 429.1 Amort of Gain on Reacquired Debt	117.66.c negative	enter														
25	Total Interest Expense	Sum Lines 19 - 24															-
26																	
27	Average Cost of Debt (Line 25 / Line 6)																0.00%
28																	
29	Cost of Preferred Stock																
30	Preferred Stock Dividends	118.29.c positive	enter														-
31																	
32	Average Cost of Preferred Stock (Line 30 / Line 8)																0.00%

Note 1. If and when the Company issues preferred stock, footnote will indicate the authorizing regulatory agency, the docket/case number, and the date of the authorizing order.

Note 2. Interest on Debt to Associated Companies (FERC 430) will be populated with interest related to Long-Term Debt only.

Public Service Company of Colorado **Table 25**
Transmission Formula Rate Settlement Template **WP_H-1**
Twelve Months Ended December 31, 20XX
Depreciation and Amortization Rates
Utility Plant, Regulatory Assets, & Regulatory Liabilities

FERC Account	Name	Depreciation/ Amortization Rate (%)
Electric Plant Acquisition Adjustment- Calpine Acquisition		
114	Transmission Serving Transmission	
	Rocky Mountain Energy Center-Amortization of 55 years ending in 2065.	1.8182%

Unit or Account Number	Account Number and / or Description	Total Depreciation Rate	Notes
	ELECTRIC INTANGIBLE PLANT		
301.00	Organization Costs		
302.00	Franchises and Consents		(1)
303.00	Miscellaneous Intangible Plant		(1)
303.40	Misc Computer Software - 3 Year	33.3333%	
303.40	Misc Computer Software - 7 Year	14.2857%	
303.40	Misc Computer Software - 10 Year	10.0000%	
303.40	Misc Computer Software - 15 Year	6.6667%	
	STEAM PRODUCTION PLANT		
Cameo Common	310.2 Land Rights	0.0000%	
Cherokee Unit 2 SC	314 Turbogenerator Units	6.2882%	
Cherokee Unit 2 SC	315 Accessory Electric Equipment	4.2023%	
Cherokee Unit 4	311 Structures and Improvements	5.5181%	
Cherokee Unit 4	312 Boiler Plant Equipment	5.7528%	
Cherokee Unit 4	312 Boiler Plant Equipment AQIR	6.6667%	
Cherokee Unit 4	314 Turbogenerator Units	5.3196%	
Cherokee Unit 4	315 Accessory Electric Equipment	5.1262%	
Cherokee Unit 4	315.2 Computers and Peripherals	6.1515%	
Cherokee Unit 4	316 Miscellaneous Power Plant Equipment	8.1835%	
Cherokee Common	310.2 Land Rights	4.5863%	
Cherokee Common	310.3 Water Rights	5.6505%	
Cherokee Common	311 Structures and Improvements	6.4425%	
Cherokee Common	312 Boiler Plant Equipment	6.5748%	
Cherokee Common	312 Boiler Plant Equipment AQIR	6.6667%	

Cherokee Common	314 Turbogenerator Units	5.2816%
Cherokee Common	315 Accessory Electric Equipment	5.1872%
Cherokee Common	315.2 Computers and Peripherals	5.5587%
Cherokee Common	316 Miscellaneous Power Plant Equipment	7.3020%
Coal Cars	312 Boiler Plant Equipment	4.7285%
Comanche Unit 1	311 Structures and Improvements	2.9734%
Comanche Unit 1	312 Boiler Plant Equipment	3.8982%
Comanche Unit 1	314 Turbogenerator Units	3.4614%
Comanche Unit 1	315 Accessory Electric Equipment	3.0711%
Comanche Unit 1	315.2 Computers and Peripherals	3.4460%
Comanche Unit 1	316 Miscellaneous Power Plant Equipment	2.7369%
Comanche Unit 2	311 Structures and Improvements	2.5843%
Comanche Unit 2	312 Boiler Plant Equipment	3.5390%
Comanche Unit 2	314 Turbogenerator Units	3.0138%
Comanche Unit 2	315 Accessory Electric Equipment	2.8577%
Comanche Unit 2	315.2 Computers and Peripherals	3.3694%
Comanche Unit 2	316 Miscellaneous Power Plant Equipment	2.5649%
Comanche Unit 3	310.2 Land Rights	1.7044%
Comanche Unit 3	311 Structures and Improvements	1.8055%
Comanche Unit 3	312 Boiler Plant Equipment	1.9153%
Comanche Unit 3	314 Turbogenerator Units	1.9262%
Comanche Unit 3	315 Accessory Electric Equipment	1.7829%
Comanche Unit 3	315.2 Computers and Peripherals	1.8926%
Comanche Unit 3	316 Miscellaneous Power Plant Equipment	2.0464%
Comanche Common	311 Structures and Improvements	2.0267%
Comanche Common	312 Boiler Plant Equipment	2.2313%
Comanche Common	314 Turbogenerator Units	2.2249%
Comanche Common	315 Accessory Electric Equipment	1.9478%
Comanche Common	315.2 Computers and Peripherals	2.1863%
Comanche Common	316 Miscellaneous Power Plant Equipment	2.2513%
Craig Unit 1	311 Structures and Improvements	5.1716%
Craig Unit 1	312 Boiler Plant Equipment	4.9996%
Craig Unit 1	314 Turbogenerator Units	10.9781%
Craig Unit 1	315 Accessory Electric Equipment	5.9522%
Craig Unit 1	315.2 Computers and Peripherals	5.5241%
Craig Unit 1	316 Miscellaneous Power Plant Equipment	4.7394%
Craig Unit 2	311 Structures and Improvements	2.3957%
Craig Unit 2	312 Boiler Plant Equipment	2.5146%
Craig Unit 2	314 Turbogenerator Units	3.0040%
Craig Unit 2	315 Accessory Electric Equipment	2.4474%
Craig Unit 2	315.2 Computers and Peripherals	2.5855%

Craig Unit 2	316 Miscellaneous Power Plant Equipment	2.4521%
Craig Common	311 Structures and Improvements	2.7072%
Craig Common	312 Boiler Plant Equipment	3.6004%
Craig Common	314 Turbogenerator Units	3.1493%
Craig Common	315 Accessory Electric Equipment	2.6916%
Craig Common	315.2 Computers and Peripherals	2.9146%
Craig Common	316 Miscellaneous Power Plant Equipment	3.4009%
Hayden Unit 1	311 Structures and Improvements	2.8250%
Hayden Unit 1	312 Boiler Plant Equipment	4.8475%
Hayden Unit 1	314 Turbogenerator Units	3.5009%
Hayden Unit 1	315 Accessory Electric Equipment	3.0672%
Hayden Unit 1	315.2 Computers and Peripherals	6.3914%
Hayden Unit 1	316 Miscellaneous Power Plant Equipment	2.8391%
Hayden Unit 2	311 Structures and Improvements	3.8168%
Hayden Unit 2	312 Boiler Plant Equipment	3.0083%
Hayden Unit 2	314 Turbogenerator Units	2.8087%
Hayden Unit 2	315 Accessory Electric Equipment	2.6379%
Hayden Unit 2	315.2 Computers and Peripherals	4.9993%
Hayden Unit 2	316 Miscellaneous Power Plant Equipment	2.5002%
Hayden Common	311 Structures and Improvements	4.9803%
Hayden Common	312 Boiler Plant Equipment	4.5606%
Hayden Common	314 Turbogenerator Units	5.3967%
Hayden Common	315 Accessory Electric Equipment	4.5693%
Hayden Common	315.2 Computers and Peripherals	4.7336%
Hayden Common	316 Miscellaneous Power Plant Equipment	6.1166%
Pawnee Unit 1	311 Structures and Improvements	2.2050%
Pawnee Unit 1	312 Boiler Plant Equipment	3.0371%
Pawnee Unit 1	314 Turbogenerator Units	2.4585%
Pawnee Unit 1	315 Accessory Electric Equipment	2.2074%
Pawnee Unit 1	315.2 Computers and Peripherals	3.2420%
Pawnee Unit 1	316 Miscellaneous Power Plant Equipment	2.3297%
Pawnee Common	311 Structures and Improvements	6.7754%
Pawnee Common	312 Boiler Plant Equipment	6.9614%
Pawnee Common	314 Turbogenerator Units	6.5777%
Pawnee Common	315 Accessory Electric Equipment	5.9674%
Pawnee Common	315.2 Computers and Peripherals	6.8823%
Pawnee Common	316 Miscellaneous Power Plant Equipment	6.6584%
Zuni Common	310.3 Water Rights	0.0000%

HYDRAULIC PRODUCTION PLANT

Ames	331 Structures and Improvements	2.3793%
Ames	332 Reservoirs, Dams and Waterways	3.0421%
Ames	333 Waterwheels, Turbines and Generators	2.3055%
Ames	334 Accessory Electric Equipment	2.9670%
Ames	334.2 Computers and Peripherals	3.0074%
Ames	335 Misc. Power Plant Equipment	2.6837%
Ames	335.2 Recreational Facilities	2.8217%
Ames	336 Roads, Railroads and Bridges	2.7612%
Cabin Creek	331 Structures and Improvements	2.7279%
Cabin Creek	332 Reservoirs, Dams and Waterways	2.5022%
Cabin Creek	333 Waterwheels, Turbines and Generators	2.8618%
Cabin Creek	334 Accessory Electric Equipment	2.9371%
Cabin Creek	334.2 Computers and Peripherals	2.8036%
Cabin Creek	335 Misc. Power Plant Equipment	2.6804%
Cabin Creek	335.2 Recreational Facilities	2.9179%
Cabin Creek	336 Roads, Railroads and Bridges	2.4036%
Georgetown	331 Structures and Improvements	4.9606%
Georgetown	332 Reservoirs, Dams and Waterways	5.1769%
Georgetown	333 Waterwheels, Turbines and Generators	4.2262%
Georgetown	334 Accessory Electric Equipment	5.1803%
Georgetown	334.2 Computers and Peripherals	5.1616%
Georgetown	335 Misc. Power Plant Equipment	4.5983%
Georgetown	335.2 Recreational Facilities	5.1524%
Georgetown	336 Roads, Railroads and Bridges	5.1616%
Salida	331 Structures and Improvements	15.5793%
Salida	332 Reservoirs, Dams and Waterways	17.9323%
Salida	333 Waterwheels, Turbines and Generators	14.7550%
Salida	334 Accessory Electric Equipment	15.5893%
Salida	334.2 Computers and Peripherals	17.5215%
Salida	335 Misc. Power Plant Equipment	14.0135%
Salida	335.2 Recreational Facilities	16.8030%
Salida	336 Roads, Railroads and Bridges	15.0956%
Shoshone	331 Structures and Improvements	2.2603%
Shoshone	332 Reservoirs, Dams and Waterways	2.0428%
Shoshone	333 Waterwheels, Turbines and Generators	2.1271%
Shoshone	334 Accessory Electric Equipment	2.3660%
Shoshone	334.2 Computers and Peripherals	2.1285%
Shoshone	335 Misc. Power Plant Equipment	2.1746%
Shoshone	335.2 Recreational Facilities	2.1285%
Shoshone	336 Roads, Railroads and Bridges	1.6213%
Tacoma	331 Structures and Improvements	3.0252%
Tacoma	332 Reservoirs, Dams and Waterways	3.8517%

Tacoma	333 Waterwheels, Turbines and Generators	3.4758%
Tacoma	334 Accessory Electric Equipment	3.7017%
Tacoma	334.2 Computers and Peripherals	3.7233%
Tacoma	335 Misc. Power Plant Equipment	3.1796%
Tacoma	335.2 Recreational Facilities	3.1806%
Tacoma	336 Roads, Railroads and Bridges	2.8330%
	OTHER PRODUCTION PLANT	
Alamosa	341 Structures and Improvements	3.8389%
Alamosa	342 Fuel Holders, Producers, and Accessories	1.5181%
Alamosa	343 Prime Movers	2.6280%
Alamosa	344 Generators	1.8092%
Alamosa	345 Accessory Electric Equipment	7.2037%
Alamosa	345.2 Computers and Peripherals	2.6280%
Alamosa	346 Miscellaneous Power Plant Equipment	7.4631%
Blue Spruce	341 Structures and Improvements	2.6031%
Blue Spruce	342 Fuel Holders, Producers, and Accessories	2.6031%
Blue Spruce	343 Prime Movers	2.6031%
Blue Spruce	344 Generators	2.6025%
Blue Spruce	345 Accessory Electric Equipment	2.8604%
Blue Spruce	345.2 Computers and Peripherals	2.6031%
Blue Spruce	346 Miscellaneous Power Plant Equipment	2.6031%
Cherokee 5-7	341 Structures and Improvements	2.5358%
Cherokee 5-7	342 Fuel Holders, Producers, and Accessories	2.7523%
Cherokee 5-7	343 Prime Movers	2.7453%
Cherokee 5-7	344 Generators	2.6307%
Cherokee 5-7	345 Accessory Electric Equipment	2.6200%
Cherokee 5-7	345.2 Computers and Peripherals	2.6312%
Cherokee 5-7	346 Miscellaneous Power Plant Equipment	2.5614%
Cheyenne Ridge Wind	340 Land Rights	4.0000%
Cheyenne Ridge Wind	341 Structures and Improvements	4.3400%
Cheyenne Ridge Wind	342 Fuel Holders, Producers, and Accessories	4.3400%
Cheyenne Ridge Wind	343 Prime Movers	4.3400%
Cheyenne Ridge Wind	344 Generators	4.3400%
Cheyenne Ridge Wind	345 Accessory Electric Equipment	4.3400%
Cheyenne Ridge Wind	345.2 Computers and Peripherals	4.3400%
Cheyenne Ridge Wind	346 Miscellaneous Power Plant Equipment	4.3400%
Fruita	340 Land Rights	1.1052%
Fruita	341 Structures and Improvements	1.5613%
Fruita	342 Fuel Holders, Producers, and Accessories	3.0408%
Fruita	343 Prime Movers	2.3778%

Fruita	344 Generators	1.8005%
Fruita	345 Accessory Electric Equipment	4.2196%
Fruita	345.2 Computers and Peripherals	2.3778%
Fruita	346 Miscellaneous Power Plant Equipment	7.7488%
Ft Saint Vrain Unit 1	341 Structures and Improvements	1.6188%
Ft Saint Vrain Unit 1	342 Fuel Holders, Producers, and Accessories	2.1538%
Ft Saint Vrain Unit 1	343 Prime Movers	3.3481%
Ft Saint Vrain Unit 1	344 Generators	2.2035%
Ft Saint Vrain Unit 1	345 Accessory Electric Equipment	2.0974%
Ft Saint Vrain Unit 1	345.2 Computers and Peripherals	1.8621%
Ft Saint Vrain Unit 1	346 Miscellaneous Power Plant Equipment	1.6657%
Ft Saint Vrain Unit 2	341 Structures and Improvements	3.7307%
Ft Saint Vrain Unit 2	342 Fuel Holders, Producers, and Accessories	2.8630%
Ft Saint Vrain Unit 2	343 Prime Movers	3.7520%
Ft Saint Vrain Unit 2	344 Generators	2.5164%
Ft Saint Vrain Unit 2	345 Accessory Electric Equipment	3.5782%
Ft Saint Vrain Unit 2	345.2 Computers and Peripherals	2.5607%
Ft Saint Vrain Unit 2	346 Miscellaneous Power Plant Equipment	3.3646%
Ft Saint Vrain Unit 3	341 Structures and Improvements	3.4230%
Ft Saint Vrain Unit 3	342 Fuel Holders, Producers, and Accessories	3.7272%
Ft Saint Vrain Unit 3	343 Prime Movers	3.9156%
Ft Saint Vrain Unit 3	344 Generators	3.2332%
Ft Saint Vrain Unit 3	345 Accessory Electric Equipment	3.7374%
Ft Saint Vrain Unit 3	345.2 Computers and Peripherals	3.4230%
Ft Saint Vrain Unit 3	346 Miscellaneous Power Plant Equipment	3.7636%
Ft Saint Vrain Unit 4	341 Structures and Improvements	1.6102%
Ft Saint Vrain Unit 4	342 Fuel Holders, Producers, and Accessories	2.5550%
Ft Saint Vrain Unit 4	343 Prime Movers	3.8916%
Ft Saint Vrain Unit 4	344 Generators	2.5798%
Ft Saint Vrain Unit 4	345 Accessory Electric Equipment	2.5161%
Ft Saint Vrain Unit 4	345.2 Computers and Peripherals	2.5511%
Ft Saint Vrain Unit 4	346 Miscellaneous Power Plant Equipment	2.4709%
Ft Saint Vrain Unit 5	341 Structures and Improvements	2.4774%
Ft Saint Vrain Unit 5	342 Fuel Holders, Producers, and Accessories	2.6238%
Ft Saint Vrain Unit 5	343 Prime Movers	3.1567%
Ft Saint Vrain Unit 5	344 Generators	2.5431%
Ft Saint Vrain Unit 5	345 Accessory Electric Equipment	2.5365%
Ft Saint Vrain Unit 5	345.2 Computers and Peripherals	2.5468%
Ft Saint Vrain Unit 5	346 Miscellaneous Power Plant Equipment	2.5401%
Ft Saint Vrain Unit 6	341 Structures and Improvements	2.4782%
Ft Saint Vrain Unit 6	342 Fuel Holders, Producers, and Accessories	2.6246%
Ft Saint Vrain Unit 6	343 Prime Movers	3.1578%

Ft Saint Vrain Unit 6	344 Generators	2.5440%
Ft Saint Vrain Unit 6	345 Accessory Electric Equipment	2.5376%
Ft Saint Vrain Unit 6	345.2 Computers and Peripherals	2.5483%
Ft Saint Vrain Unit 6	346 Miscellaneous Power Plant Equipment	2.4960%
Ft Saint Vrain Common	341 Structures and Improvements	2.0845%
Ft Saint Vrain Common	342 Fuel Holders, Producers, and Accessories	2.3240%
Ft Saint Vrain Common	343 Prime Movers	3.1735%
Ft Saint Vrain Common	344 Generators	2.3105%
Ft Saint Vrain Common	345 Accessory Electric Equipment	2.3240%
Ft Saint Vrain Common	345.2 Computers and Peripherals	3.2462%
Ft Saint Vrain Common	346 Miscellaneous Power Plant Equipment	3.0945%
Ft. Lupton CT	341 Structures and Improvements	2.3627%
Ft. Lupton CT	342 Fuel Holders, Producers, and Accessories	2.8058%
Ft. Lupton CT	343 Prime Movers	3.2085%
Ft. Lupton CT	344 Generators	3.0846%
Ft. Lupton CT	345 Accessory Electric Equipment	6.1215%
Ft. Lupton CT	345.2 Computers and Peripherals	3.2085%
Ft. Lupton CT	346 Miscellaneous Power Plant Equipment	1.4803%
Rocky Mountain	341 Structures and Improvements	2.7060%
Rocky Mountain	342 Fuel Holders, Producers, and Accessories	3.1391%
Rocky Mountain	343 Prime Movers	3.1315%
Rocky Mountain	344 Generators	2.6522%
Rocky Mountain	345 Accessory Electric Equipment	2.7567%
Rocky Mountain	345.2 Computers and Peripherals	2.6587%
Rocky Mountain	346 Miscellaneous Power Plant Equipment	2.6526%
Rush Creek Wind	340 Land Rights	4.0000%
Rush Creek Wind	341 Structures and Improvements	4.3400%
Rush Creek Wind	342 Fuel Holders, Producers, and Accessories	4.3400%
Rush Creek Wind	343 Prime Movers	4.3400%
Rush Creek Wind	344 Generators	4.3400%
Rush Creek Wind	345 Accessory Electric Equipment	4.3400%
Rush Creek Wind	345.2 Computers and Peripherals	4.3400%
Rush Creek Wind	346 Miscellaneous Power Plant Equipment	4.3400%
Valmont	341 Structures and Improvements	1.4055%
Valmont	342 Fuel Holders, Producers, and Accessories	1.7488%
Valmont	343 Prime Movers	2.3349%
Valmont	344 Generators	2.2941%
Valmont	345 Accessory Electric Equipment	3.1096%
Valmont	345.2 Computers and Peripherals	2.3349%
Valmont	346 Miscellaneous Power Plant Equipment	3.0965%
Wind to Hydrogen	344 Generators	5.2320%

	TRANSMISSION PLANT	
350.2	Land Rights	0.9980%
352	Structures and Improvements	1.1916%
353	Station Equipment	1.9792%
354	Towers and Fixtures	1.4750%
355	Poles and Fixtures	2.2547%
356	Overhead Conductors and Devices	1.7817%
357	Underground Conduit	1.6627%
358	Underground Conductors and Devices	1.9945%
359	Roads and Trails	1.0825%
	DISTRIBUTION PLANT	
360.2	Land Rights	0.9898%
361	Structures and Improvements	1.5834%
362	Station Equipment	1.8919%
364	Poles, Towers and Fixtures	2.7020%
365	Overhead Conductors and Devices	2.7400%
366	Underground Conduit	1.7497%
367	Underground Conductors and Devices	2.1815%
368	Line Transformers	2.2600%
369	Services	2.1540%
369.1	Services-Overhead	2.4347%
369.2	Services-Underground	2.4311%
370	Meters	3.8122%
370.2	Automated Meter Reading Equipment	7.5908%
371	Installation on Customer Premises	4.4155%
373	Street Lighting and Signal Systems	2.9492%
	ELECTRIC GENERAL PLANT	
389.2	Land Rights	1.6667%
390	Structures and Improvements	2.2521%
391	Office Furniture and Equipment	4.5583%
391.2	Computer Hardware	16.2260%
392.1	Transportation Equipment-Autos	7.1923%
392.2	Transportation Equipment-Light Trucks	7.0136%
392.3	Transportation Equipment-Trailers	3.1247%
392.4	Transportation Equipment-Heavy Trucks	5.8937%
393	Stores Equipment	3.1640%
394	Tools, Shop and Garage Equipment	3.8445%
395	Laboratory Equipment	10.0000%
396	Power Operated Equipment	5.6340%
397	Communication Equipment	6.3007%

398	Miscellaneous Equipment	4.5977%	
	COMMON INTANGIBLE PLANT (4)		
301	Organization Costs		
302	Franchises and Consents		(1)
303	Misc Computer Software-3 Year	33.3333%	
303.04	Misc Computer Software-7 Year	14.2857%	
303.04	Misc Computer Software-10 Year	10.0000%	
303.04	Misc Computer Software-15 Year	6.6667%	
	COMMON GENERAL PLANT (4)		
389.2	Land Rights	1.6667%	
390	Structures and Improvements	2.4191%	
390.07	Structures and Improvements - Leasehold Improvements		(2)
390.85	Structures and Improvements - 1800 Larimer		(3)
391	Office Furniture and Equipment	4.9019%	
391.04	Computer Hardware	16.3559%	
391.05	Computer Hardware - 3 Year Life	32.6080%	
392.1	Transportation Equipment - Automobiles	7.4233%	
392.2	Transportation Equipment - Light Trucks	7.3603%	
392.3	Transportation Equipment - Trailers	3.1677%	
392.4	Transportation Equipment - Heavy Trucks	6.1716%	
393	Stores Equipment	3.1640%	
394	Tools and Shop Equipment	3.9186%	
395	Laboratory Equipment	9.9572%	
396	Power Operated Equipment	5.8982%	
397	Communication Equipment	5.4453%	
398	Miscellaneous Equipment	4.6394%	

Notes:

(1)	Amortized over the terms of the franchise agreements or license.
(2)	Amortized over the lease term.
(3)	Amortized to the end of the lease term 6/2025.
(4)	The revised Common Utility Plant depreciation rates accepted in Docket ER19-2077 will be reflected effective January 1, 2018 (with the 2018 True-up).

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Twelve Months Ended December 31, 20XX
Transmission System Peak Demand Summary

Table 26
WP_I-1

Estimated System Peak Demand Summary

Line No.	System Peak Date & Time	Generation Peak kW	Delete Generation Step-up Loss at Peak kW	Delete TIE Agmt Sales Load At Peak kW	Add Comanche 3 IREA at Peak kW	Add 3rd Party Transmission Network Load kW	Add Transmission Reserved Capacity kW	Transmission Peak kW
		Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)	Col. (f)	Col. (g)
1								-
2								-
3								-
4								-
5								-
6								-
7								-
8								-
9								-
10								-
11								-
12								-
13	12 Month Total	-	-	-	-	-	-	-
14								
15	12 Month Average	-	-	-	-	-	-	-

Actual System Peak Demand Summary

Line No.	System Peak Date & Time	Transmission Peak kW (1)	Delete TIE Agmt Sales Load At Peak kW	Delete Company Use kW	Transmission Peak kW
		Col. (a)	Col. (b)	Col. (c)	Col. (d)
1					-
2					-
3					-

4					-
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
13	12 Month Total	-	-	-	-
14					
15	12 Month Average	-	-	-	-

Footnote 1. Amount in column (a) includes the Lamar DC tie

Public Service Company of Colorado — **Table 27**
Transmission Formula Rate Settlement Template — **Schedule 1**
Ancillary Services, Schedule No. 1 -
Scheduling System Control and Dispatch Service

Line No.	Description	Reference	Amount	
1	**A. Schedule 1 - Estimated ARR for Billing Period 01/01/20XX to 12/31/20XX**			
2	Total Load Dispatch and Scheduling (Account 561)	WP_C-1 Lines 2 through 9	$0	
3	Less: Scheduling, System Control & Dispatch Services (Account 561.4)	WP_C-1 Line 5	$0	
4	Less: Reliability, Planning and Standards Development (Account 561.5)	WP_C-1 Line 6	$0	
5	Less: Transmission Service Studies (Account 561.6)	WP_C-1 Line 7	$0	
6	Less: Generation Interconnection Studies (Account 561.7)	WP_C-1 Line 8	$0	
7	Less: Reliability, Planning & Standards Development Services (Account 561.8)	WP_C-1 Line 9	$0	
8	Total 561 Costs for Projected Schedule 1 ARR	Sum Lines 2 through 7	$0	
9				
10	Less: Schedule 1 Point to Point Estimated Revenues	WP_F-1 Line 36	$0	
11				
12	Estimated Schedule 1 ARR	(Ln 8 - Ln 10)	$0	
13				
14	**B. Schedule 1 Estimated Rate Calculations**			
15	Estimated Average 12-Mo. Demand	WP_I-1 Line 15	0	kW
16				
17	Monthly Point to Point Rate in $/kW - Month	((Line 12 /Line 15) /12)	$0.000	kW
18	Weekly Point to Point Rate in $/kW - Weekly	((Line 12 /Line 15) /52)	$0.000	kW
19	Daily Point to Point Rate in $/kW - Day	((Line 12 /Line 15) /365)	$0.000	kW
20	Hourly Point to Point Rate in $/mW - Hourly	((Line 12 /Line 15) /8760 * 1000)	$0.000	mW
21				
22				
23				
24	**C. Schedule 1 - Actual ARR for the Billing Period 01/01/20XX to 12/31/20XX**			
25	Total Load Dispatch and Scheduling (Account 561)	WP_C-1 Lines 2 through 9	$0	
26	Less: Scheduling, System Control & Dispatch Services (Account 561.4)	WP_C-1 Line 5	$0	
27	Less: Reliability, Planning and Standards Development (Account 561.5)	WP_C-1 Line 6	$0	
28	Less: Transmission Service Studies (Account 561.6)	WP_C-1 Line 7	$0	
29	Less: Generation Interconnection Studies (Account 561.7)	WP_C-1 Line 8	$0	
30	Less: Reliability, Planning & Standards Development Services (Account 561.8)	WP_C-1 Line 9	$0	
31	Total 561 Costs for Actual Schedule 1 ARR	Sum Lines 25 through 30	$0	
32				
33	Less: Schedule 1 Point to Point Actual Revenues Billed	WP_F-1 Line 42	$0	
34				
35	Actual Schedule 1 ARR	(Ln 31 - Ln 33)	$0	

36				
37	**D. Schedule 1 Actual Rate Calculations**			
38	Actual Average 12-Mo. Demand	WP_I-1 Line 15	0	kW
39				
40	Monthly Point to Point Rate in $/kW - Month	((Line 35 /Line 38) /12)	$0.000	kW
41	Weekly Point to Point Rate in $/kW - Weekly	((Line 35 /Line 38) /52)	$0.000	kW
42	Daily Point to Point Rate in $/kW - Day	((Line 35 /Line 38) /365)	$0.000	kW
43	Hourly Point to Point Rate in $/mW - Hourly	((Line 35 /Line 38) /8760 * 1000)	$0.000	mW

Public Service Company of Colorado **Table 28**
Transmission Formula Rate Settlement Template **Schedule 2**
Ancillary Services, Schedule No. 2 -
Reactive Supply and Voltage Control From Generation Source Services

Line No	Description		Amount	Reference/Notes
1	**Annual Cost of Reactive Power Equipment**			
2	Acct 314	Steam Turbogenerators		Most recent FF1, Pg 205, Ln 12
3	Acct 344	CT Generators		Most recent FF1, Pg 205, Ln 41
4	Subtotal of Production Accounts 314 & 344		$0	Line 2 + Line 3
5	Percent of Production Plant for Dual Use		20%	
6	Dual use of Production Accounts 314 & 344		$0	Line 4 * Line 5
7	Generation Step Ups			Most recent FF1, Footnote, Page 204, Line 58
8	Total Dual Use Production Plant		$0	Line 6 + Line 7
9	Dual Use Plant Alloc. To Reactive Power		$0	Line 34 * Line 8
10	Fixed Charge Rate (including O&M) for all Production Plant		0.0000	WP_FCR Line 21
11	Annual Cost of Reactive Power Equipment		$0	Line 9 * Line 10
12	**Revenue Requirement for Real Power losses related to reactive power equipment**			
13	Total Production Plant Investment		$0	WP_FCR Line 50
14	Less: Dual Use Plant Alloc. To Reactive Power		$0	Line 9
15	Net Production Plant		$0	Line 13 - Line 14
16	Fixed Charge Rate (including O&M) for all Production Plant		-	WP_FCR Line 21
17	Total Production Plant Revenue Requirement including O&M		$0	Line 15 * Line 16
18	Real Power Losses		0.15%	Fixed Value
19	Revenue Requirement for Real Power losses related to reactive power equipment		$0	Line 17 * Line 18

20	**Total Revenue Requirement for Reactive Power**	$0	Line 11 + Line 19
21	Average of 12 Month Coincident Peaks		Prior Year's True-up Formula Template
22	**Rates**		
23	Annual Reactive Power Charge	$0.000	$ per kW - Year (Line 20 / Line 21)
24	Monthly Point-to-Point Delivery	$0.000	$ per kW - Month (Line 23 / 12)
25	Weekly Point-to-Point Delivery	$0.000	$ per kW - Week (Line 23 / 52)
26	Daily Point-to-Point Delivery On-Peak	$0.000	$ per kW - day (Line 25 / 6)
27	Daily Point-to-Point Delivery Off-Peak	$0.000	$ per kW - day (Line 25 / 7)
28	Hourly Point-to-Point Delivery On-Peak	$0.000	$ per MWh ((Line 26 / 16) X 1000)
29	Hourly Point-to-Point Delivery Off-Peak	$0.000	$ per MWh ((Line 27 / 24) X 1000)
30	Network Integration Delivery	$0.000	$ per kW - Month (Line 24)

31	PSCO Total Rated Capacity =		kVA
32	PSCO Total Generator Net Max. =		kW
33	PSCO Total VAR Rating =		kVAR
34	% of Plant dedicated to VAR Production is = (kVAR^2 / kVA^2) X 100 =	0.0000%	

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Ancillary Services, Schedules No. 3 and 3A -
Regulation and Frequency Response Service

Table 29
Schedule 3 and 3A

Line No	Plant/Type col. (a)	col. (b)	Contribution Ratio (1) col. (c)	Installed Cost ($/kW) (2) col. (d)	Operation and Maintenance ($/kW) (3) col. (e)	Fixed charge ($/kW) (d) x Prod FCR without O&M (4) or if PP (d) x 1.0 col. (f)	Cost of providing reactive supply services ($/kW) (5) col. (g)	Weighted Annual Cost ($/kW) ((f)+(e)-(g)) x (c) col. (h)
1	Arapahoe		1.9%	0.00	0.00	0.00	0.00	0.00
2	Cherokee		6.9%	0.00	0.00	0.00	0.00	0.00
3	Comanche		9.0%	0.00	0.00	0.00	0.00	0.00
4	Craig		0.0%	0.00	0.00	0.00	0.00	0.00
5	Hayden		2.2%	0.00	0.00	0.00	0.00	0.00
6	Pawnee		9.4%	0.00	0.00	0.00	0.00	0.00
7	Valmont 5		2.5%	0.00	0.00	0.00	0.00	0.00
8	Zuni		0.0%	0.00	0.00	0.00	0.00	0.00
9	Alamosa		0.0%	0.00	0.00	0.00	0.00	0.00
10	Fort Lupton		0.3%	0.00	0.00	0.00	0.00	0.00
11	Fruita		0.0%	0.00	0.00	0.00	0.00	0.00
12	Valmont 6		0.0%	0.00	0.00	0.00	0.00	0.00
13	Fort St. Vrain 1-4		25.5%	0.00	0.00	0.00	0.00	0.00
14	Fort St. Vrain 5-6		2.0%	0.00	0.00	0.00	0.00	0.00
15	Blue Spruce		5.5%	0.00	0.00	0.00	0.00	0.00
16	Rocky Mountain		23.4%	0.00	0.00	0.00	0.00	0.00
17	Cabin Creek		6.1%	0.00	0.00	0.00	0.00	0.00
18	Brush Cogeneration Partners (Brush 1&3) PP		0.3%	0.00	0.00	0.00	0.00	0.00
19	Brush Cogeneration Partners (Brush 4) PP		0.4%	0.00	0.00	0.00	0.00	0.00
20	Colorado Energy Management LLC (Manch) PP		1.9%	0.00	0.00	0.00	0.00	0.00
21	Plains End LLC PP		1.4%	0.00	0.00	0.00	0.00	0.00
22	Spindle Hill PP		1.2%	0.00	0.00	0.00	0.00	0.00
23								
24			100.0%				Total Reg/LF cost ($/kW)	0.00
25							losses	0.00%
26							Annual Cost ($/MW)	0.00
27		Load		Non-VER		VER		
28	Required Capacity (1)	79.88		19.17		46.57		
29	Divisor	6,268		7,883		2,251		
30	Reserve obligation (Line 29/ Line 30)	1.27%		0.24%		2.07%		
31	Rate ($/kW/Yr)	$0.00		$0.00		$0.00		
32	Monthly ($/kW/Mo)	$0.000		$0.000		$0.000		
33	Weekly ($/kW/Wk)	$0.000		$0.000		$0.000		
34	Daily On Peak ($/MW/Day)	$0.000		$0.000		$0.000		
35	Daily Off Peak ($/MW/Day)	$0.000		$0.000		$0.000		
36	Hourly On Peak ($/MW/hr)	$0.000		$0.000		$0.000		
37	Hourly Off Peak ($/MW/hr)	$0.000		$0.000		$0.000		
38	Network Integrated Delivery($/kW/Mo)	$0.000		$0.000		$0.000		
39	Ancillary Service Delivery($/kW/Mo)	$0.000		$0.000		$0.000		

Note:
(1) Fixed value that cannot change without a Section 205 or 206 filing.
(2) WP_Installed Cost, Column (g).
(3) WP_O&M Cost, Column (l).
(4) WP_FCR Line 21 minus Line 1.
(5) Column (c) times WP_Reactive Cost, Column (f). For Purchased Power, used the same Reactive Power Cost as the Plants.

Public Service Company of Colorado **Table 30**
Transmission Formula Rate Settlement Template **Schedule 5**
Ancillary Services, Schedule No. 5 -
Operating Reserve - Spinning Reserve Service

Line No.	Plant	Total Cost (1)	Total dual use for VAR Production (2)	Cost of plant / Total Cost (a) / Ln 19	Total dual use for VAR Production per Plant (b x c)	Total Cost for Reg. and Freq. Response Serv.. (a) - (d)	Unity = Plants Selected for Op Res Spinning Reserve (3)	Prod. FCR with O&M (4)	Annual Cost of Gen. Plnt.. To provide Svc. (e) X (f) * (g)	Gen. Max Name Plate (kW) (1)
		col. (a)	col. (b)	col. (c)	col. (d)	col. (e)	col. (f)	col. (g)	col. (h)	col. (i)
1	0	$ -	$ -	0.00000	$ -	$ -		0	$ -	0
2	0	-	-	0.00000	-	-		0	-	0
3	0	-	-	0.00000	-	-		0	-	0
4	0	-	-	0.00000	-	-		0	-	0
5	0	-	-	0.00000	-	-		0	-	0
6	0	-	-	0.00000	-	-		0	-	0
7	0	-	-	0.00000	-	-		0	-	0
8	0	-	-	0.00000	-	-		0	-	0

9	0	-	-	0.00000	-	-		0	-	0
10	0	-	-	0.00000	-	-		0	-	0
11	0	-	-	0.00000	-	-		0	-	0
12	0	-	-	0.00000	-	-		0	-	0
13	0	-	-	0.00000	-	-		0	-	0
14	0	-	-	0.00000	-	-		0	-	0
15	0	-	-	0.00000	-	-		0	-	0
16	0	-	-	0.00000	-	-		0	-	0
17	0	-	-	0.00000	-	-		0	-	0
18	0	-	-	0.00000	-	-		0	-	0
19		$ -		0.00000	$ -	$ -			$ -	0

20 Note:
(1) WP_Cost per Unit

21 (2) Schedule 2 Line 8 — Average Generation Unit Cost to Provide Service — $0.000 per kW year (Col. (h) ln 19 / Col. (i) Ln 19)
(3) 1 = Yes; 0 = No

22	(4) WP_FCR Line 21	Monthly Point-to-Point Delivery	$0.000	per kW month (Line 21 / 12)
23		Weekly Point-to-Point Delivery	$0.000	per kW week (Line 21 / 52)
24		Daily Point-to-Point Delivery On-Peak	$0.000	per kW day (Line 23 / 6)
25		Daily Point-to-Point Delivery Off-Peak	$0.000	per kW - day (Line 23 / 7)
26		Hourly Point-to-Point Delivery On-Peak	$0.000	per MWh ((Line 24 / 16) X 1000)
27		Hourly Point-to-Point Delivery Off-Peak	$0.000	per MWh ((Line 25 / 24) X 1000)
28		Network Integration Delivery	$0.000	per kW month (Line 22)

Public Service Company of Colorado **Table 31**
Transmission Formula Rate Settlement Template **Schedule 6**
Ancillary Services, Schedule No. 6 -
Operating Reserve - Supplemental Reserve Service

Line No.	Plant	Total Cost (1)	Total dual use for VAR Production (2)	Cost of plant / Total Cost (a) / Ln 19	Total dual use for VAR Production per Plant (b x c)	Total Cost for Oper. Reserve Supplemental (a) - (d)	Unity = Plants Selected Oper. Reserve Spinning Serv. (3)	Prod. FCR with O&M (4)	Annual Cost of Selected Plant to Provide Service (e) * (f) * (g)	Gen. Max Name Plate (kW)
		col. (a)	col. (b)	col. (c)	col. (d)	col. (e)	col. (f)	col. (g)	col. (h)	col. (i)
1	0	$ -	$ -	0.00000	$ -	$ -		0.0000	$ -	0
2	0	-	-	0.00000	-	-		0.0000	-	0
3	0	-	-	0.00000	-	-		0.0000	-	0
4	0	-	-	0.00000	-	-		0.0000	-	0
5	0	-	-	0.00000	-	-		0.0000	-	0
6	0	-	-	0.00000	-	-		0.0000	-	0
7	0	-	-	0.00000	-	-		0.0000	-	0
8	0	-	-	0.00000	-	-		0.0000	-	0

9	0	-	-	0.00000	-	-		0.0000	-	0
10	0	-	-	0.00000	-	-		0.0000	-	0
11	0	-	-	0.00000	-	-		0.0000	-	0
12	0	-	-	0.00000	-	-		0.0000	-	0
13	0	-	-	0.00000	-	-		0.0000	-	0
14	0	-	-	0.00000	-	-		0.0000	-	0
15	0	-	-	0.00000	-	-		0.0000	-	0
16	0	-	-	0.00000	-	-		0.0000	-	0
17	0	-	-	0.00000	-	-		0.0000	-	0
18	0	-	-	0.00000	-	-		0.0000	-	0
19		$ -		0.000000	$ -	$ -			$ -	0

20 Notes:
(1) WP_Cost per Unit

21 (2) Schedule 2 Line 8 — Average Generation Unit Cost to Provide Service $0.000 per kW year (Col. (h) ln 19 / Col. (i) Ln 19)
(3) 1 = Yes; 0 = No

22	(4) WP_FCR Line 21	Monthly Point-to-Point Delivery	$0.000	per kW month (Line 21 / 12)
23		Weekly Point-to-Point Delivery	$0.000	per kW week (Line 21 / 52)
24		Daily Point-to-Point Delivery On-Peak	$0.000	per kW day (Line 23 / 6)
25		Daily Point-to-Point Delivery Off-Peak	$0.000	per kW - day (Line 23 / 7)
26		Hourly Point-to-Point Delivery On-Peak	$0.000	per MWh ((Line 24 / 16) X 1000)
27		Hourly Point-to-Point Delivery Off-Peak	$0.000	per MWh ((Line 25 / 24) X 1000)
28		Network Integration Delivery	$0.000	per kW month (Line 22)

Public Service Company of Colorado

Table 32 WP_FCR

Transmission Formula Rate Settlement Template
Fixed Charge Rate Worksheet ("FCR")
12 Months Ended December 31, 2010

Line No.		Production	Reference
1	(1) O&M	0.00000	Line 58
2			
3	(2) Other Taxes	0.00000	Line 71
4			
5	(3) A&G	0.00000	Line 85
6			
7	(4) Return (1)	0.00000	Line 134
8			
9	(5) Depreciation (1)	0.00000	Line 149
10			
11	(6) Composite Income Tax	0.00000	Line 153
12			

13	(7) General & Intangible Plant	0.00000	Line 174
14			
15	(8) Cash Working Capital	0.00000	Line 180
16			
17	(9) ADIT Adjustment	0.00000	Line 203
18			
19	(10) Materials & Supplies	0.00000	Line 216
20			
21	(11)PSCo ARAM and (Excess)/Deficient ADIT		Line 238
22			
23	**FIXED CHARGE RATE**	**0.00000**	
24			
25	Note 1: Return on Equity and the Depreciation rates cannot change without a Section 205 or 206 filing.		
26			

			Reference (2)	**$ Amount (2)**
27	**(1)**	**O&M Expense:**		
28				
29		A. Total Power Production Expenses	Pg 321, Ln 80b	
30				
31		B. Purchased Power Expenses (Acct. 555)	Pg 321.76b	-
32				
33				
34				
35		C. Energy Related O&M		
36		Account 501	Pg 320, Ln 5b	
37		Account 503	Pg 320, Ln 7b	
38		Account 504	Pg 320, Ln 8b	
39		Account 509	Pg 320, Ln	

				12b	
40			Account 510	Pg 320, Ln 15b	
41			Account 512	Pg 320, Ln 17b	
42			Account 513	Pg 320, Ln 18b	
43			Account 518	Pg 320, Ln 25b	
44			Account 528	Pg 320, Ln 35b	
45			Account 530	Pg 320, Ln 37b	
46			Account 531	Pg 320, Ln 38b	
47			Account 544	Pg 320, Ln 56b	
48			Account 547	Pg 321, Ln 63b	
49			Total C	Sum Line 34 - Line 46	-
50					
51			D. Total Production Plant Investment		
52			Total Production Plant	Pg 205, Ln 46g	
53			Less: Production ARO	Pg 205, -Ln 15g	
54			Plus Generator Step Ups	Schedule 2 Line 7	0
55					
56			Total D	Sum Line 50 - Line 52	0
57					
58			Production O&M FCR	(A-B-C)/D =	0.00000
59					
60	**(2)**	**OTHER TAXES EXPENSE**			
61					
62			A. Other Taxes (Electric Only)	Pg 115, Ln 14g	
63					
64			B. Total Electric Plant in Service		
65			Electric Plant in Service	Pg 207, Ln 100g	
66			Less ARO	Pg 207,Ln 15, Ln 34 Ln 44, Ln 57, Ln 74, Ln 83, Ln 98	
67			Plus Common Electric Plant in Service	Pg 356	
68			Plus Total Acquisition Adjustment	WP_B-4 Line 15 ,Col. (d)	0
69			Total Electric Plant in Service	Sum Line 63 - Line 66	0
70					
71			Other Taxes FCR	A/B	0.00000
72					
73	**(3)**	**A&G EXPENSE**			
74					
75			A. Production Wages Expense	Pg 354, Ln 20b	

76				
77		B. A&G Wages Expense	Pg 323, Ln 181b	
78				
79		C. Total Wages Expense	Pg 354, Ln 28b	
80				
81		D. Total A&G related O&M	Pg 323, Ln 197b	
82				
83		E. Total Production Plant Investment	Line 54	0
84				
85		A&G Expense FCR	(A/(C-B))*D/E	0.00000
86				
87	**(4)**	**RATE OF RETURN WORKSHEET**	**Reference (2)**	**$ Amount (2)**
88				
89				
90		A. Common Equity Calculation		
91				
92		Proprietary Capital	Pg 112 Ln 16c	
93				
94		Less: Preferred Stock Issued	Pg 112 Ln 3c	
95				
96		Less: Account No. 216.1	Pg 112 Ln 12c	
97				
98		Less: Accum other comprehensive Income	Pg 112 Ln 15	
99				
100		Common Equity =	Line 91 - 93 - 95 - 97	0
101				
102		B. Rate of Return Calculation		
103				
104		Long Term Debt	pg.112, sum of 18c thru 21c	
105				
106		Preferred Stock	(Pg.112 Ln 3c)	
107				
108		Common Equity	Line 99	0
109				
110		Total Capital =	Line 103 + 105 + 107	0
111				

C. Cost of Debt

	Reference	
Interest on Long Term Debt	Pg 117 Ln 62c	
Interest on Debt to Assoc. Companies (LTD portion only)	Pg 117 Ln 67c	
Amortization of Debt Discount and Expense	Pg 117 Ln 63c	
Amortization of Loss on Reacquired Debt	Pg 117 Ln 64c	
Less: Amort of Premium on Debt	Pg 117 Ln 65c	
Less: Amort of Gain on Reacquired Debt	Pg 117 Ln 66c	
Total Interest Expense		0

Average Cost of Debt (Line 118 / Line 103) 0.00 %

D. Cost of Preferred Stock

	Reference	
Preferred Stock Dividends	Pg 118 Ln 29c	

Average Cost of Preferred Stock (Line 123 / Line 105)

CAPITAL STRUCTURE

	Amount	%	%	Weighted Cost Of Capital %
Long Term Debt	$0	0.00%	0.00%	0.00 %
Preferred Stock	$0	0.00%	0.00%	0.00 %
Common Equity (1)	$0	0.00%	9.72%	0.00 %
Total	$0	0%	ROR=	0.00 %

(5)	**DEPRECIATION EXPENSE**	**Reference (2)**	**$ Amount (2)**
	Production Depreciation Expense	Pg 336 Lns	

1			2-6b	
14				
2				
14				
3		Total Production Plant Investment	Line 54	0
14				
4				
14			Line 140 /	0.00
5		SLDp =	142	000
14				
6				
14				0.00
7		n =	1 / Line 144	0
14				
8				
14				0.00
9		SFDp =	R/(1+R)^n-1	000
15				
0				
15				
1	**(6)**	**COMPOSITE INCOME TAX EXPENSE**		
15				
2				
15				0.00
3		Production CIT=		000
		Formula: (35/65+State Tx)/(1-		
15		State Tx)*(ROR+SFD-		
4		SLD)*(1-Wtd.LTD/ROR)		
15				
5		State Tax Rate		
15				
6				
15				
7				
15				
8				
15				
9				
16				
0				
16				
1				
16				
2				
16				
3				
16	**(7) General & Intangible Plant**			
4				
16				
5				
16				
6		Production Wages Expense	Line 73	-
16		Total Wage Expense Less A&G Wage	Line 77 -	
7		expenses	Line 75	-
16				0.00
8		Production W/S Allocator	Line 165 / Line 166	%
16			Pg 205 and 207,	
9		General & Intangible plant	Lns5G + 96 G	
17		General & Intangible plant		
0		allocated to Production	Line 167 * Line 168	-
17			Line 3 + 7 + 9 + 11 +	0.00
1		Revenue Requirement FCR	17 + 19	0%
17		General & Intangible Plant Revenue		
2		Requirement	Line 169 * Line 170	-
17		Total Production Plant	Line 50	

3		Investment		-
4		General & Intangible Plant FCR	Line 171 / Line 172	-
5				
6				
7	**(8) Cash Working Capital**			
8				
9		Cash Working Capital will be set at and remain $0 until such time as PSCo files and receives FERC approval.		
10				
11				
12				
13	**(9) ACCUMULATED DEFERRED INCOME TAX**			
14				
15				
16		Total Production plant	Line 54	0
17		Total Electric Plant	Line 67	0
18		Accumulated Deferred Income Tax		
19		Account 190	Pg 234 Ln 2c + 3c	
20		Account 281	Pg 273 Ln 4k	
21		Account 282	Pg 275 Ln 2k	
22		Account 283	Pg 277 Ln 9k	
23		Excess ADIT	Pg 232 Footnote	
24		Deficient ADIT	Pg 278 Footnote	
25		Total ADIT		0
26				
27		A. Production share of ADIT	(Line 184 / 185) * Line 191	-
28				
29				
30		B. Return and Taxes	Line 7 + 11	0.00 0%
31				
32		C. Production Plant (plus step ups)		0
33				
34		(A x B) / C =		-

(10) Materials & Supplies

A. Total Non-Fuel M&S	Pg 227 Ln 7		
B. ROR	Line 133		0.00 %
C. Return on M&S	Line 206 * 207		0
D. Total Prod Plnt	Line 50		0
E. Total Plnt in Service	Line 63		0
F. % of Prod Plant	Line 209 / 211		0.00 00
G. Prod M&S Factor	(Line 208 * 212) / Line 209		0.00 000

(11) PSCo ARAM and (Excess)/Deficient ADIT

	Plant		**Reference**	
	Total Excess ADIT Amortization		Pg 234 Footnote	0
	Total Deficient ADIT Amortization		Pg 273-277 Footnote	0
	Non-Plant			
	Total Excess ADIT Amortization		Pg 232 Footnote	0
	Total Deficient ADIT Amortization		Pg 278 Footnote	0
	Total (Excess)/Deficient ADIT		Line 222 + Line 223 + Line 226 + Line 227	$ 0
	Gross-up Tax Calculation			
	Composite Income Tax Rate	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT)}	Line 153	0.0000
	Gross-up factor	1/(1-T)		0.0000
	Total ARAM and (Excess)/Deficient ADIT Amortization		Line 229 x Line233	$ 0
	Total Production Plant		Ln 52	$

			0
237	Total Plant in Service	Ln 65	
238	% of Prod Plant	Line 236/237	
239			
240	ADIT Amortization FCR Component	Line 235 x Line 238 / Line 235	

Note 2: Fixed Charge Rate amounts are based on actuals from the most recently completed FERC Form No. 1 at the time of the estimate and are not trued up.

Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Cost Per Unit

Table 33
WP_Cost per Unit

Line No	Plant	Total Cost (1)	Name Plate kW (2)	Percent of Name Plate	Non VAR Step Ups (d) * Ln 22	Total Cost W/ Step Ups (b) + (e)
	Col. (a)	Col. (b)	Col. (c)	Col. (d)	Col. (e)	Col. (f)
1				0.00000	$ -	$0
2				0.00000	$ -	$0
3				0.00000	$ -	$0
4				0.00000	$ -	$0
5				0.00000	$ -	$0
6				0.00000	$ -	$0
7				0.00000	$ -	$0
8				0.00000	$ -	$0
9				0.00000	$ -	$0
10				0.00000	$ -	$0
11				0.00000	$ -	$0
12				0.00000	$ -	$0
13				0.00000	$ -	$0
14				0.00000	$ -	$0
15				0.00000	$ -	$0
16				0.00000	$ -	$0
17				0.00000	$ -	$0
18				0.00000	$ -	$0

19	Total	$0	-	0.00000	$ -	$	-
20		Non VAR Related Percent (1 – Schedule 2 Line 34)			100.000%		
21		GSU's (Schedule 2 Line 7)			-		
22		Recoverable Non VAR GSU (Line 20 * Line 21)			-		

(1) FERC Form No. 1 Pages 402-403, Line 17

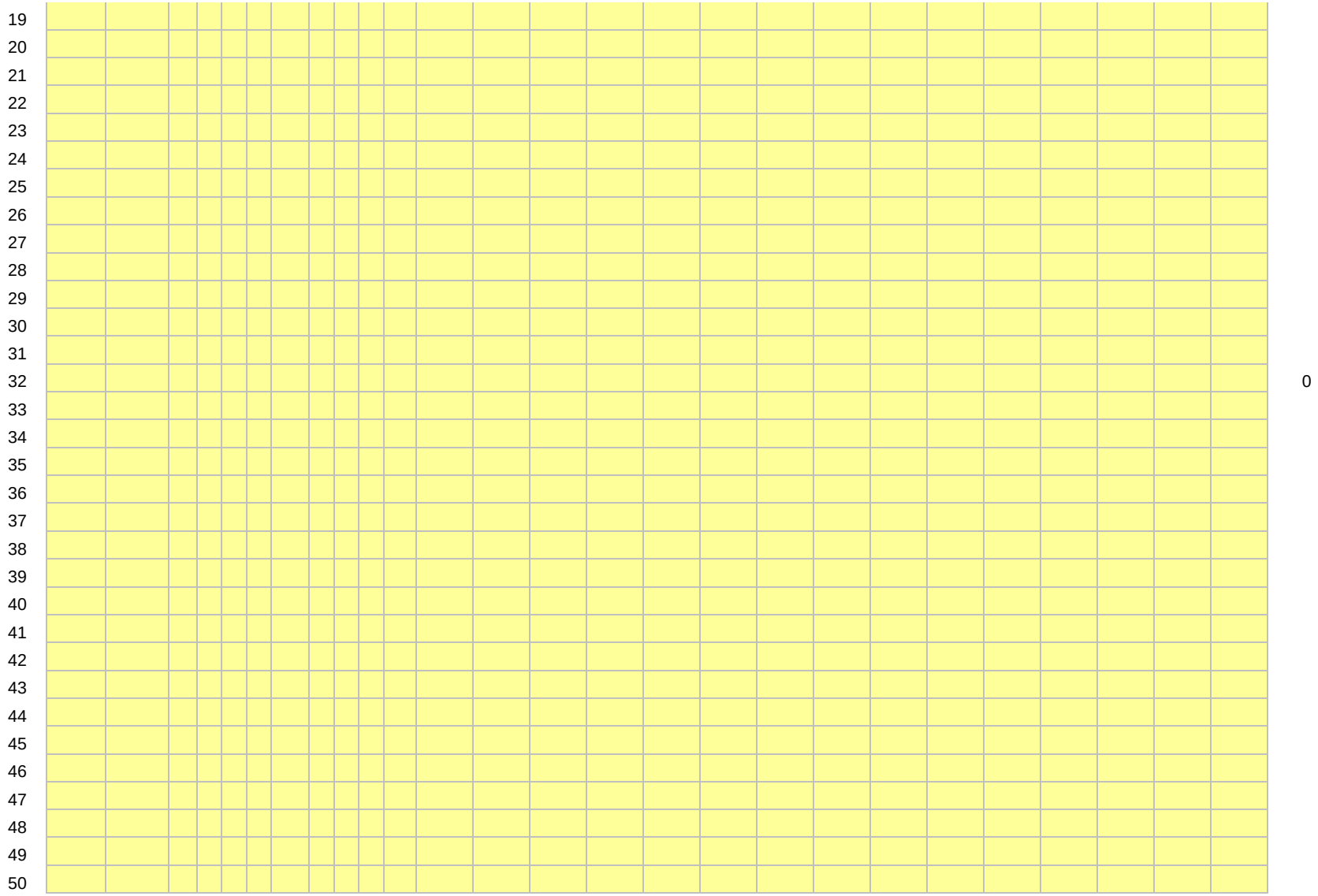
(2) FERC Form No. 1 Pages 402-403, Line 5

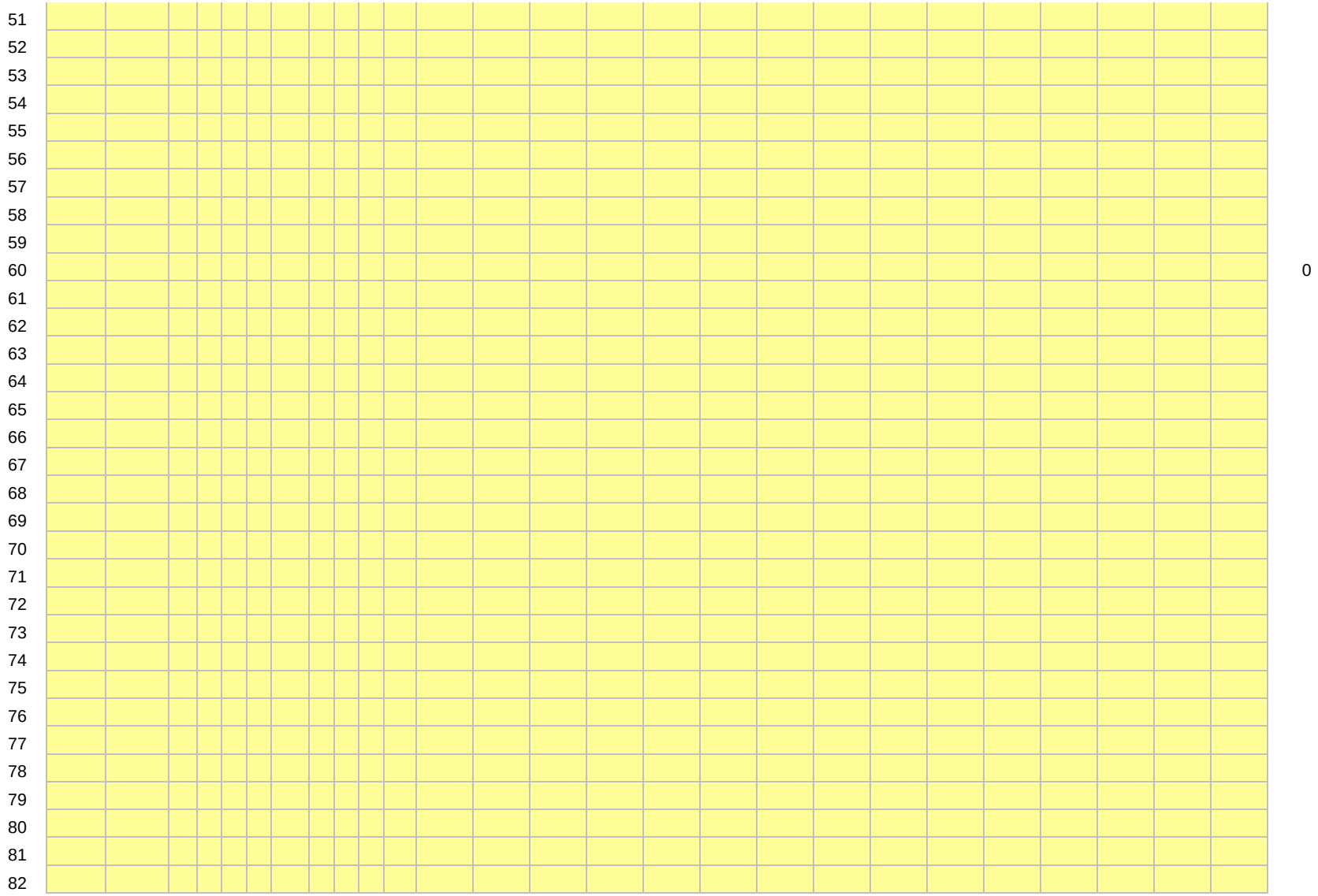
Public Service Company of Colorado
Transmission Formula Rate Settlement Template
Hourly Demand Data from Form 714 page 9a

Table 34
WP_Load Factor

12 CP (Average of Column 27)	0
Reg Demand (Average of Columns 28-51 & Lines 1-365)	0
	0
Reserved Capacity Factor	%

Line No	Date	Time Zone	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Max
1																											0
2																											
3																											
4																											
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6																											
7																											
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15																											
16																											
17																											
18																											

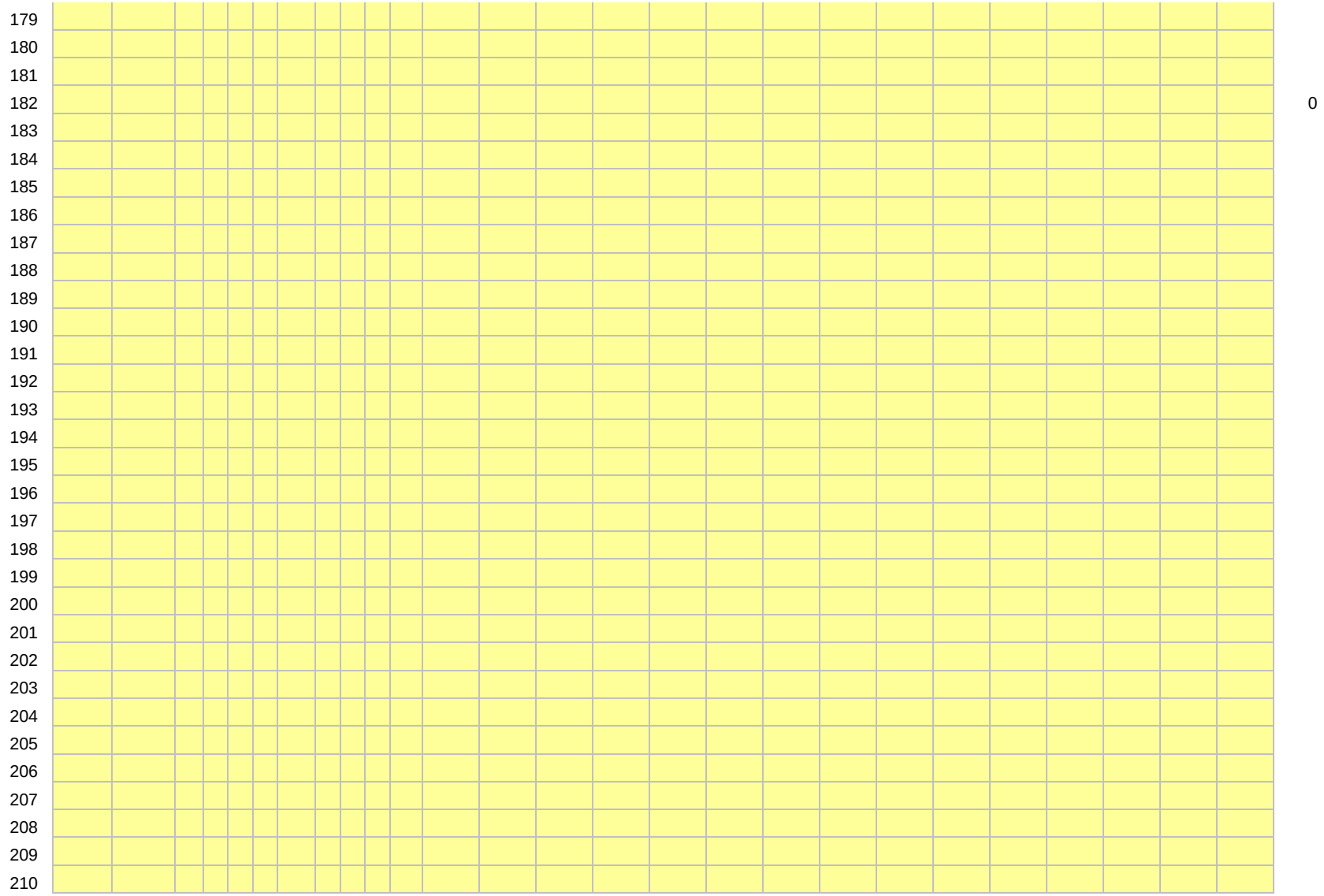

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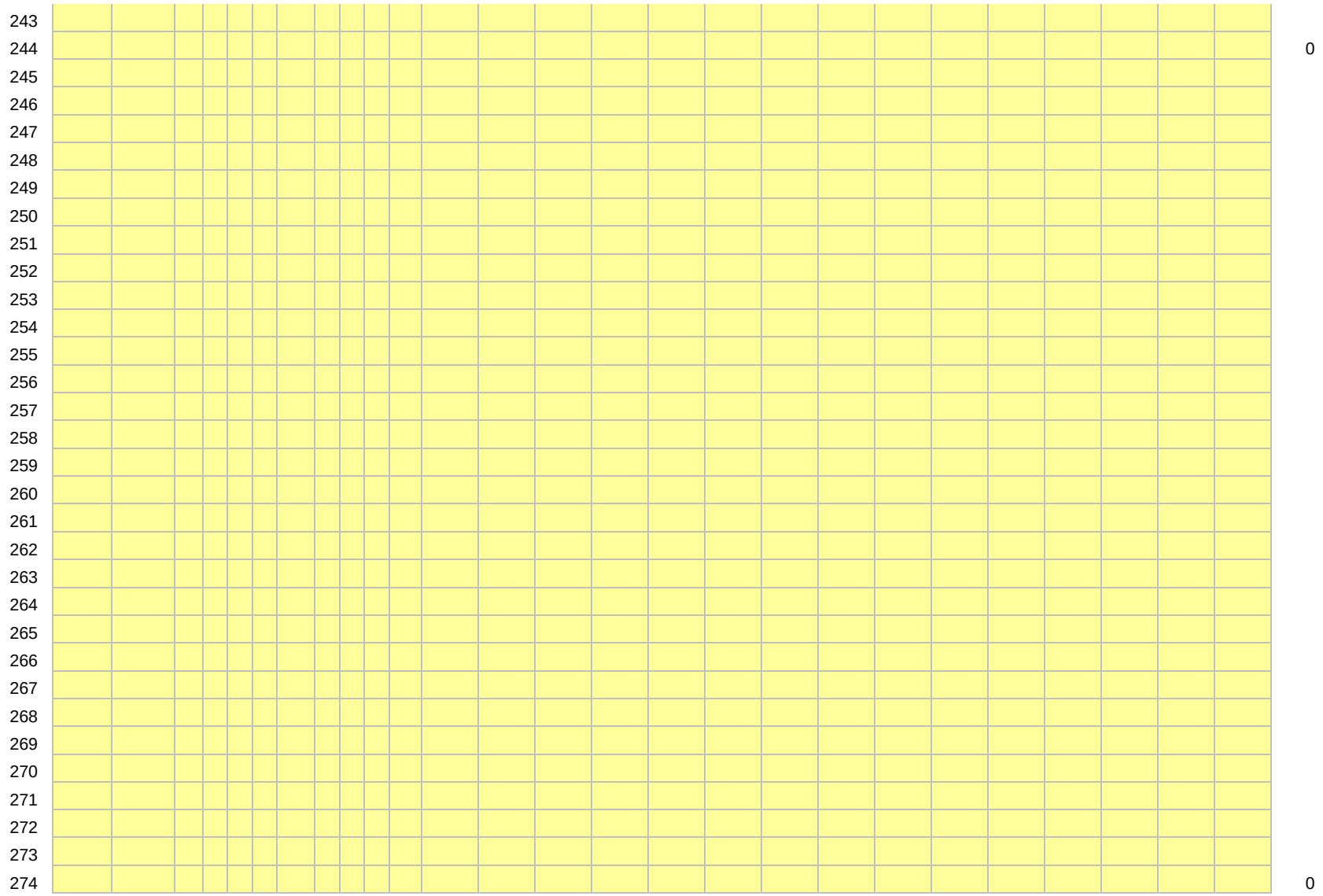
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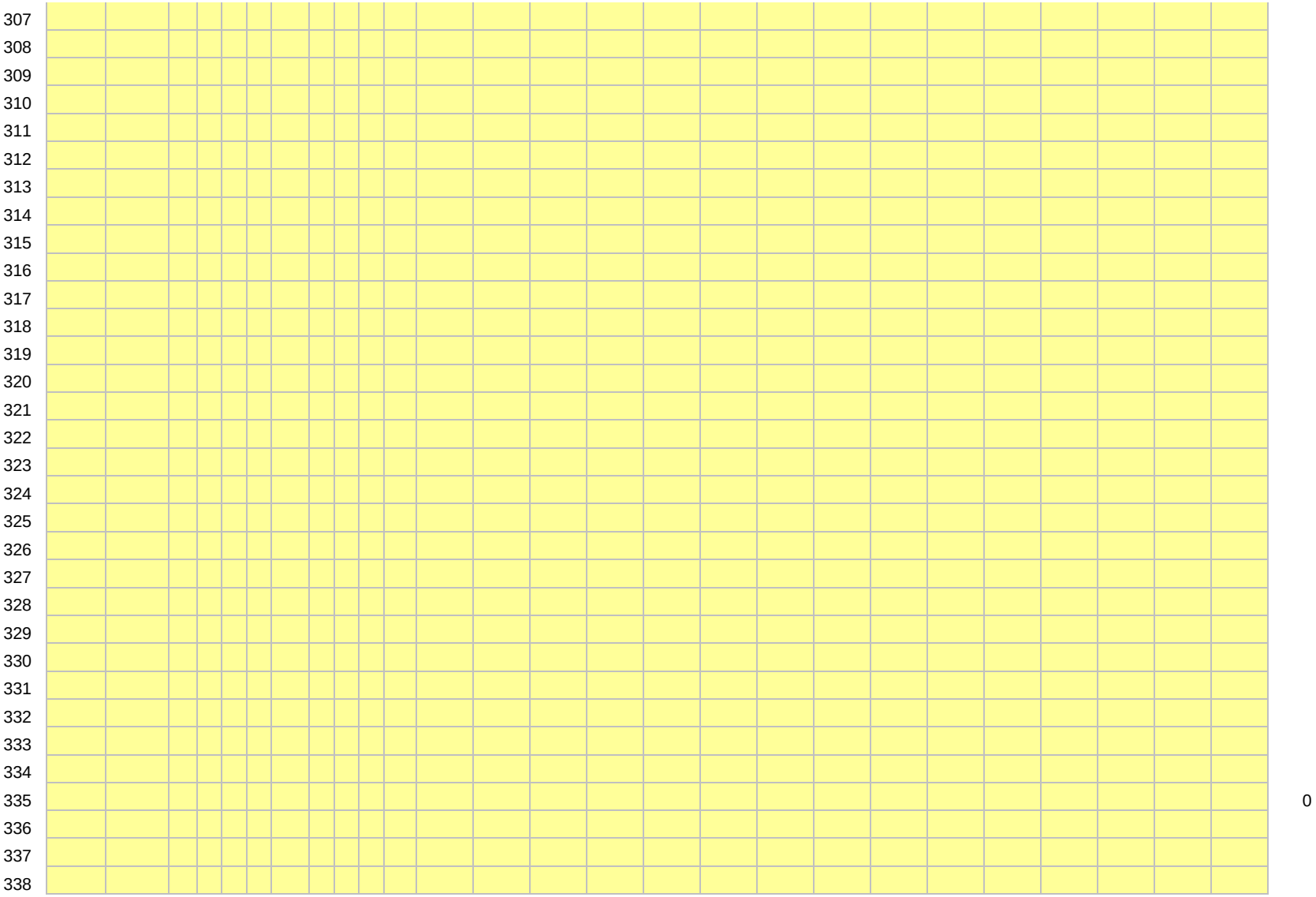
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364																									
365																									

Line No	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
51	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
53	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
55	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
56	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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59	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
61	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
62	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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364	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
365	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Public Service Company of Colorado
Transmission Formula Rate Template
Ancillary Services, Schedule No. 16
Flex Reserves

Table 35
Schedule 16

Line No	Plant/Type		Contribution Ratio (1)	Installed Cost ($/kW) (2)	Operation and Maintenance ($/kW) (3)	Fixed charge ($/kW) (d) x Prod FCR without O&M (4) or if PP (d) x 1.0	Cost of providing reactive supply services ($/kW) (5)	Weighted Annual Cost ($/kW) ((f)+(e)-(g)) x (c)
	col. (a)	col. (b)	col. (c)	col. (d)	col. (e)	col. (f)	col. (g)	col. (h)
1	Arapahoe		1.2%	0.00	0.00	0.00	0.00	0.00
2	Cherokee		2.8%	0.00	0.00	0.00	0.00	0.00
3	Comanche		3.0%	0.00	0.00	0.00	0.00	0.00
4	Craig		0.0%	0.00	0.00	0.00	0.00	0.00
5	Hayden		0.6%	0.00	0.00	0.00	0.00	0.00
6	Pawnee		1.4%	0.00	0.00	0.00	0.00	0.00
7	Valmont 5		1.0%	0.00	0.00	0.00	0.00	0.00
8	Zuni		0.0%	0.00	0.00	0.00	0.00	0.00
9	Alamosa		0.9%	0.00	0.00	0.00	0.00	0.00
10	Fort Lupton		2.5%	0.00	0.00	0.00	0.00	0.00
11	Fruita		0.7%	0.00	0.00	0.00	0.00	0.00
12	Valmont 6		1.2%	0.00	0.00	0.00	0.00	0.00
13	Fort St. Vrain 1-4		7.3%	0.00	0.00	0.00	0.00	0.00
14	Fort St. Vrain 5-6		13.3%	0.00	0.00	0.00	0.00	0.00
15	Blue Spruce		11.2%	0.00	0.00	0.00	0.00	0.00
16	Rocky Mountain		8.1%	0.00	0.00	0.00	0.00	0.00
17	Cabin Creek		6.2%	0.00	0.00	0.00	0.00	0.00
18	Brush Cogeneration Partners (Brush 1&3) PP		4.0%	0.00	0.00	0.00	0.00	0.00
19	Brush Cogeneration Partners (Brush 4) PP		6.5%	0.00	0.00	0.00	0.00	0.00
20	Colorado Energy Management LLC (Manch) PP		12.2%	0.00	0.00	0.00	0.00	0.00
21	Plains End LLC PP		5.2%	0.00	0.00	0.00	0.00	0.00
22	Spindle Hill PP		10.8%	0.00	0.00	0.00	0.00	0.00
23								
24			100.00%				Total Reg/LF cost ($/kW)	0.00
25							losses	0.00%
26							Annual Cost ($/MW)	0.00
27	Required Capacity (MW) (1)	411						
28	Wind Nameplate							
29	Reserve obligation (Line 27 / Line 28)	0%						
30	Rate ($/kW/Yr)	$0.00						
31	Monthly ($/kW/Mo)	$0.000						
32	Weekly ($/kW/Wk)	$0.000						
33	Daily On Peak ($/MW/Day)	$0.000						
34	Daily Off Peak ($/MW/Day)	$0.000						
35	Hourly On Peak ($/MW/hr)	$0.000						
36	Hourly Off Peak ($/MW/hr)	$0.000						
37	Network Integrated Delivery($/kW/Mo)	$0.000						
38	Ancillary Service Delivery($/kW/Mo)	$0.000						

Note:
(1) Fixed value that cannot change without a Section 205 or 206 filing.
(2) WP_Installed Cost, Column (g).
(3) WP_O&M Cost, Column (l).

(4) WP_FCR Line 21 minus Line 1.
(5) Column (c) times WP_Reactive Cost, Column (f). For Purchased Power, used the same Reactive Power Cost as the Plants.

Public Service Company of Colorado
Transmission Formula Rate Template
Installed Cost
12 Months Ended December 31, 2012

Table 36
WP_Installed Cost

Line No	Plant col. (a)	Fuel Expense ($) (1) col. (b)	Generation (kwh) (2) col. (c)	Fuel Expense ($/kwh) (b) / (c) col. (d)	Name Plate (MW) (3) (4) col. (e)	Cumulative Name Plate capacity (MW) col. (f)	Production Investment ($/KW) (5) col. (g)	Plant factor (c)/(e)/8760/1000 col. (h)
1	Arapahoe	0	0	0.0000	0	0	0	0.0000
2	Cherokee	0	0	0.0000	0	0	0	0.0000
3	Comanche	0	0	0.0000	0	0	0	0.0000
4	Craig	0	0	0.0000	0	0	0	0.0000
5	Hayden	0	0	0.0000	0	0	0	0.0000
6	Pawnee	0	0	0.0000	0	0	0	0.0000
7	Valmont 5	0	0	0.0000	0	0	0	0.0000
8	Zuni	0	0	0.0000	0	0	0	0.0000
9	Alamosa	0	0	0.0000	0	0	0	0.0000
10	Fort Lupton	0	0	0.0000	0	0	0	0.0000
11	Fruita	0	0	0.0000	0	0	0	0.0000
12	Valmont 6	0	0	0.0000	0	0	0	0.0000
13	Fort St. Vrain 1-4	0	0	0.0000	0	0	0	0.0000
14	Fort St. Vrain 5-6	0	0	0.0000	0	0	0	0.0000
15	Blue Spruce	0	0	0.0000	0	0	0	0.0000
16	Rocky Mountain	0	0	0.0000	0	0	0	0.0000
17	Cabin Creek	0	0	0.0000	0	0	0	0.0000
18	Brush Cogeneration Partners (Brush 1&3) PP	0	0	0.0000	0	0	0	0.0000
19	Brush Cogeneration Partners (Brush 4) PP	0	0	0.0000	0	0	0	0.0000
20	Colorado Energy Management LLC (Manch) PP	0	0	0.0000	0	0	0	0.0000
21	Plains End LLC PP	0	0	0.0000	0	0	0	0.0000
22	Spindle Hill PP	0	0	0.0000	0	0	0	0.0000

Note:
(1) FERC Form No. 1 Pages 402-406, Line 20
(2) FERC Form No. 1 Page 326, Column (g), and Page 402 - 406, Line 12
(3) FERC Form No. 1 Page 326, Column (g) and Page 402 - 406, Line 5.
(4) For purchased Power the Name Plate capacity is the amount of the purchase and the Production Investment is the demand charge divided by the Name Plate. The cost per kw/year is the Production Investment times 1.0.
(5) FERC Form No. 1 Pages 402-406, Line 18.
(6) Craig is operated by Tri-State

Public Service Company of Colorado
Transmission Formula Rate Template
O&M Costs
12 Months Ended December 31, 2012

Table 37
WP_O&M Cost

Line No	Plant	Name Plate (MW) (1) (2)	Production Expenses: Oper, Supv, & Engr ($) (3)	Coolants and Water (Nuclear Plants Only) ($) (4)	Steam Expenses ($) (5)	Electric Expenses ($) (6)	Misc Steam (or Nuclear) Power Expenses ($) (7)	Rents ($) (8)	Maintenance of Structures ($) (9)	Maintenance of Misc Steam (or Nuclear) Plant ($) (10)	Total Expenses ($) sum((c):(j))	Total ($/kW) (k)/(b)/1000
	col. (a)	col. (b)	col. (c)	col. (d)	col. (e)	col. (f)	col. (g)	col. (h)	col. (i)	col. (j)	col. (k)	col. (l)
1	Arapahoe	0	0	0	0	0	0	0	0	0	0	0.00
2	Cherokee	0	0	0	0	0	0	0	0	0	0	0.00
3	Comanche	0	0	0	0	0	0	0	0	0	0	0.00
4	Craig	0	0	0	0	0	0	0	0	0	0	0.00
5	Hayden	0	0	0	0	0	0	0	0	0	0	0.00
6	Pawnee	0	0	0	0	0	0	0	0	0	0	0.00
7	Valmont 5	0	0	0	0	0	0	0	0	0	0	0.00
8	Zuni	0	0	0	0	0	0	0	0	0	0	0.00
9	Alamosa	0	0	0	0	0	0	0	0	0	0	0.00
10	Fort Lupton	0	0	0	0	0	0	0	0	0	0	0.00
11	Fruita	0	0	0	0	0	0	0	0	0	0	0.00
12	Valmont 6	0	0	0	0	0	0	0	0	0	0	0.00
13	Fort St. Vrain 1-4	0	0	0	0	0	0	0	0	0	0	0.00
14	Fort St. Vrain 5-6	0	0	0	0	0	0	0	0	0	0	0.00
15	Blue Spruce	0	0	0	0	0	0	0	0	0	0	0.00
16	Rocky Mountain	0	0	0	0	0	0	0	0	0	0	0.00
17	Cabin Creek	0	0	0	0	0	0	0	0	0	0	0.00
18	Brush Cogeneration Partners (Brush 1&3) PP	0	0	0	0	0	0	0	0	0	0	0.00
19	Brush Cogeneration Partners (Brush 4) PP	0	0	0	0	0	0	0	0	0	0	0.00
20	Colorado Energy Management LLC (Manch) PP	0	0	0	0	0	0	0	0	0	0	0.00
21	Plains End LLC PP	0	0	0	0	0	0	0	0	0	0	0.00
22	Spindle Hill PP	0	0	0	0	0	0	0	0	0	0	0.00

Note:
(1) FERC Form No. 1 Page 326, Column (g) and Page 402 - 406, Line 5.
(2) For purchased Power the Name Plate capacity is the amount of the purchase and the Production Investment is the demand charge divided by the Name Plate.
(3) FERC Form No. 1 Pages 402-406, Line 19
(4) FERC Form No. 1 Pages 402-406, Line 21
(5) FERC Form No. 1 Pages 402-406, Line 22
(6) FERC Form No. 1 Pages 402-406, Line 25
(7) FERC Form No. 1 Pages 402-406, Line 26
(8) FERC Form No. 1 Pages 402-406, Line 27
(9) FERC Form No. 1 Pages 402-406, Line 30
(10) FERC Form No. 1 Pages 402-406, Line 33
(11) Craig is operated by Tri-State

Public Service Company of Colorado

Table 38
WP_Reactive
Cost

Transmission Formula Rate Template
Cost of Providing Reactive Supply
12 Months Ended December 31, 2012

Line No	Plant	Name Plate (MW) (1)	Percent of Name Plate	Reactive Power Revenue Requirement (c) * Line 36	Reactive Power $/MW/Year (d) / (b)	Reactive Power $/KW/Year (e) / 1000
	col. (a)	col. (b)	col. (c)	col. (d)	col. (e)	col. (f)
1	Arapahoe	0	0.0000	0	0	0.000000
2	Cherokee	0	0.0000	0	0	0.000000
3	Comanche	0	0.0000	0	0	0.000000
4	Craig	0	0.0000	0	0	0.000000
5	Hayden	0	0.0000	0	0	0.000000
6	Pawnee	0	0.0000	0	0	0.000000
7	Valmont 5	0	0.0000	0	0	0.000000
8	Zuni	0	0.0000	0	0	0.000000
9	Alamosa	0	0.0000	0	0	0.000000
10	Fort Lupton	0	0.0000	0	0	0.000000
11	Fruita	0	0.0000	0	0	0.000000
12	Valmont 6	0	0.0000	0	0	0.000000
13	Fort St. Vrain 1-4	0	0.0000	0	0	0.000000
14	Fort St. Vrain 5-6	0	0.0000	0	0	0.000000
15	Blue Spruce	0	0.0000	0	0	0.000000
16	Rocky Mountain	0	0.0000	0	0	0.000000
17	Shoshone	0	0.0000	0	0	0.000000
18	Cabin Creek	0	0.0000	0	0	0.000000
19						
20	Total (2)	0	0.0000	0		

Note:
(1) FERC Form No. 1 Page 326, Column (g) and Page 402 - 406, Line 5.
(2) Reactive Power Revenue Requirement from Schedule 2, Line 20.

Public Service Company of Colorado — **Table 39**
Transmission Formula Rate Template — **WP_ADIT Prorate**
Twelve Months Ended December 31, 20XX
Accumulated Deferred Income Taxes Proration Adjustments

Rate Year =

Account 190- Accumulated Deferred Income Taxes
Plant Related- Direct Assigned to Transmission

		Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
		A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
7	December 31st Balance - Prorated Items								-						-
8	January	31	336	366	91.80%		-	-	-	-	-	-	-	-	-
9	February	29	307	366	83.88%		-	-	-	-	-	-	-	-	-
1	Ma				75.41										

10	rch	31	276	366	%	-	-	-	-	-	-	-	-	-	
11	April	30	246	366	67.21%	-	-	-	-	-	-	-	-	-	
12	May	31	215	366	58.74%	-	-	-	-	-	-	-	-	-	
13	June	30	185	366	50.55%	-	-	-	-	-	-	-	-	-	
14	July	31	154	366	42.08%	-	-	-	-	-	-	-	-	-	
15	August	31	123	366	33.61%	-	-	-	-	-	-	-	-	-	
16	September	30	93	366	25.41%	-	-	-	-	-	-	-	-	-	
17	October	31	62	366	16.94%	-	-	-	-	-	-	-	-	-	
18	November	30	32	366	8.74%	-	-	-	-	-	-	-	-	-	
19	December	31	1	366	0.27%	-	-	-	-	-	-	-	-	-	
20		Total	2,030	4,392		-	-		-	-	-	-	-		
21															
22															
23															
24															
25															
26	Ending Balance of Prorated items				(Line 19, Col H)			-				(Line 19, Col N)			-
27															
28	Non-prorated Average Balance				(WP_B-3, Average of Line 26, Cols (a) and (b))			-				(WP_B-3, Average of Line 26, Cols (a) and (b))			-

29	Proration Adjustment		(Line 26 minus Line 28)		-				(Line 26 minus Line 28)										-
30																			
31																			
32	**Account 190- Accumulated Deferred Income Taxes**																		
33	***Plant Related- Allocated to Transmission***																		
34		**Days in Period**					**Averaging with Proration - Projected**			**Averaging Preserving Projected Proration - True-up (See Note 6.)**									
35		**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**				
36		Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)				
37																			
38	December 31st Balance - Prorated Items								-						-				
39	January	31	336	366	91.80%		-	-	-	-	-	-	-	-	-				
40	February	29	307	366	83.88%		-	-	-	-	-	-	-	-	-				
41	March	31	276	366	75.41%		-	-	-	-	-	-	-	-	-				
42	April	30	246	36	67.21%		-	-	-	-	-	-	-	-	-				

				6											
43	May	31	215	366	58.74%	-	-	-	-	-	-	-	-	-	
44	June	30	185	366	50.55%	-	-	-	-	-	-	-	-	-	
45	July	31	154	366	42.08%	-	-	-	-	-	-	-	-	-	
46	August	31	123	366	33.61%	-	-	-	-	-	-	-	-	-	
47	September	30	93	366	25.41%	-	-	-	-	-	-	-	-	-	
48	October	31	62	366	16.94%	-	-	-	-	-	-	-	-	-	
49	November	30	32	366	8.74%	-	-	-	-	-	-	-	-	-	
50	December	31	1	366	0.27%	-	-	-	-	-	-	-	-	-	
51		Total	2,030	4,392		-	-			-	-	-	-	-	
52															
53															
54															
55															
56															
57	Ending Balance of Prorated items				(Line 50, Col H)			-				(Line 50, Col N)			-
58															
59	Non-prorated Average Balance				(WP_B-3, Average of Line 36, Cols (a) and (b))			-				(WP_B-3, Average of Line 36, Cols (a) and (b))			-
60	Proration Adjustment				(Line 57 minus Line 59)			-				(Line 57 minus Line 59)			-
61															

Account 190- Accumulated Deferred Income Taxes

Related to All Plant

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
	December 31st Balance - Prorated Items							-						-
	January	31	336	366	91.80%	-	-	-	-	-	-	-	-	-
	February	29	307	366	83.88%	-	-	-	-	-	-	-	-	-
	March	31	276	366	75.41%	-	-	-	-	-	-	-	-	-
	April	30	246	366	67.21%	-	-	-	-	-	-	-	-	-
	May	31	215	366	58.74%	-	-	-	-	-	-	-	-	-

75	June	30	185	366	50.55%	-	-	-	-	-	-	-	-	-	
76	July	31	154	366	42.08%	-	-	-	-	-	-	-	-	-	
77	August	31	123	366	33.61%	-	-	-	-	-	-	-	-	-	
78	September	30	93	366	25.41%	-	-	-	-	-	-	-	-	-	
79	October	31	62	366	16.94%	-	-	-	-	-	-	-	-	-	
80	November	30	32	366	8.74%	-	-	-	-	-	-	-	-	-	
81	December	31	1	366	0.27%	-	-	-	-	-	-	-	-	-	
82		Total	2,030	4,392		-	-		-	-	-	-	-		
83															
84															
85															
86															
87															
88	Ending Balance of Prorated items				(Line 81, Col H)			-					(Line 81, Col N)		-
89															
90	Non-prorated Average Balance				(WP_B-3, Average of Line 47, Cols (a) and (b))			-					(WP_B-3, Average of Line 47, Cols (a) and (b))		-
91	Proration Adjustment				(Line 88 minus Line 90)			-					(Line 88 minus Line 90)		-
92															
93															
94															

Account 281 - Accelerated amortization property

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
	December 31st Balance - Prorated Items							-						-
	January	31	336	366	91.80%		-	-		-	-	-	-	-
	February	29	307	366	83.88%		-	-		-	-	-	-	-
	March	31	276	366	75.41%		-	-		-	-	-	-	-
	April	30	246	366	67.21%		-	-		-	-	-	-	-
	May	31	215	366	58.74%		-	-		-	-	-	-	-
	June	30	185	366	50.55%		-	-		-	-	-	-	-

107	July	31	154	366	42.08%		-	-		-	-	-	-	-
108	August	31	123	366	33.61%		-	-		-	-	-	-	-
109	September	30	93	366	25.41%		-	-		-	-	-	-	-
110	October	31	62	366	16.94%		-	-		-	-	-	-	-
111	November	30	32	366	8.74%		-	-		-	-	-	-	-
112	December	31	1	366	0.27%		-	-		-	-	-	-	-
113		Total	2,030	4,392			-	-		-	-	-	-	-
114															
115															
116															
117															
118															
119	Ending Balance of Prorated items					(Line 112, Col H)	-				(Line 112, Col N)		-		
120															
121	Non-prorated Average Balance					(WP_B-2, Average of Line 4, Cols (a) and (b))	-				(WP_B-2, Average of Line 4, Cols (a) and (b))		-		
122	Proration Adjustment					(Line 119 minus Line 121)	-				(Line 119 minus Line 121)		-		
123															
124															

Account 282 - Other Property

Plant Related- Direct Assigned to Transmission

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
	December 31st Balance - Prorated Items							-						-
	January	31	336	366	91.80%		-	-		-	-	-	-	-
	February	29	307	366	83.88%		-	-		-	-	-	-	-
	March	31	276	366	75.41%		-	-		-	-	-	-	-
	April	30	246	366	67.21%		-	-		-	-	-	-	-

136	May	31	215	366	58.74%		-	-		-	-	-	-	-	
137	June	30	185	366	50.55%		-	-		-	-	-	-	-	
138	July	31	154	366	42.08%		-	-		-	-	-	-	-	
139	August	31	123	366	33.61%		-	-		-	-	-	-	-	
140	September	30	93	366	25.41%		-	-		-	-	-	-	-	
141	October	31	62	366	16.94%		-	-		-	-	-	-	-	
142	November	30	32	366	8.74%		-	-		-	-	-	-	-	
143	December	31	1	366	0.27%		-	-		-	-	-	-	-	
144		Total	2,030	4,392			-	-		-	-	-	-	-	
145															
146															
147															
148															
149															
150	Ending Balance of Prorated items				(Line 143, Col H)			-				(Line 143, Col N)			-
151															
152	Non-prorated Average Balance				(WP_B-2, Average of Line 35, Cols (a) and (b))			-				(WP_B-2, Average of Line 35, Cols (a) and (b))			-
153	Proration Adjustme				(Line 150			-				(Line 150			-

3	nt			minus Line 152)						minus Line 152)							

Account 282 - Other Property

Plant Related- Allocated to Transmission

		Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up					
		A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
160	December 31st Balance - Prorated Items							-	-						-
163	January	31	336	366	91.80%			-	-		-	-	-	-	-
164	February	29	307	366	83.88%			-	-		-	-	-	-	-

165	March	31	276	366	75.41%		-	-		-	-	-	-	-		
166	April	30	246	366	67.21%		-	-		-	-	-	-	-		
167	May	31	215	366	58.74%		-	-		-	-	-	-	-		
168	June	30	185	366	50.55%		-	-		-	-	-	-	-		
169	July	31	154	366	42.08%		-	-		-	-	-	-	-		
170	August	31	123	366	33.61%		-	-		-	-	-	-	-		
171	September	30	93	366	25.41%		-	-		-	-	-	-	-		
172	October	31	62	366	16.94%		-	-		-	-	-	-	-		
173	November	30	32	366	8.74%		-	-		-	-	-	-	-		
174	December	31	1	366	0.27%		-	-		-	-	-	-	-		
175		Total	2,030	4,392			-	-		-	-	-	-	-		
176																
177																
178																
179																
180																
181	Ending Balance of Prorated items				(Line 174, Col H)				-				(Line 174, Col N)			-
1																

182					
183	Non-prorated Average Balance	(WP_B-2, Average of Line 66, Cols (a) and (b)) (Line 181 minus Line 183)	-	(WP_B-2, Average of Line 66, Cols (a) and (b)) (Line 181 minus Line 183)	-
184	Proration Adjustment		-		-
185					
186					
187	**Account 283 - Other**				
188	***Plant Related- Direct Assigned to Production***				

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
189														
190	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
191														
192														
193	December 31st Balance - Prorated Items							-						-

194	January	31	336	366	91.80%		-	-		-	-	-	-	-	
195	February	29	307	366	83.88%		-	-		-	-	-	-	-	
196	March	31	276	366	75.41%		-	-		-	-	-	-	-	
197	April	30	246	366	67.21%		-	-		-	-	-	-	-	
198	May	31	215	366	58.74%		-	-		-	-	-	-	-	
199	June	30	185	366	50.55%		-	-		-	-	-	-	-	
200	July	31	154	366	42.08%		-	-		-	-	-	-	-	
201	August	31	123	366	33.61%		-	-		-	-	-	-	-	
202	September	30	93	366	25.41%		-	-		-	-	-	-	-	
203	October	31	62	366	16.94%		-	-		-	-	-	-	-	
204	November	30	32	366	8.74%		-	-		-	-	-	-	-	
205	December	31	1	366	0.27%		-	-		-	-	-	-	-	
206		Total	2,030	4,392			-	-		-	-	-	-	-	
207															
208															
209															
210															

Ending Balance of Prorated items	(Line 205, Col H)	-		(Line 205, Col N)	-
Non-prorated Average Balance	(WP_B-2, Average of Line Public Service Company of Colorado, Cols (a) and (b))	-		(WP_B-2, Average of Line , Cols (a) and (b))	-
Proration Adjustment	(Line 212 minus Line 214)	-		(Line 212 minus Line 214)	-

Account 283 - Other

Plant Related- Allocated to Transmission

Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Perio	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)

				d												
December 31st Balance - Prorated Items																-
January	31	336	366	91.80%		-	-		-	-	-	-	-			
February	29	307	366	83.88%		-	-		-	-	-	-	-			
March	31	276	366	75.41%		-	-		-	-	-	-	-			
April	30	246	366	67.21%		-	-		-	-	-	-	-			
May	31	215	366	58.74%		-	-		-	-	-	-	-			
June	30	185	366	50.55%		-	-		-	-	-	-	-			
July	31	154	366	42.08%		-	-		-	-	-	-	-			
August	31	123	366	33.61%		-	-		-	-	-	-	-			
September	30	93	366	25.41%		-	-		-	-	-	-	-			
October	31	62	366	16.94%		-	-		-	-	-	-	-			
November	30	32	366	8.74%		-	-		-	-	-	-	-			
December	31	1	366	0.27%		-	-		-	-	-	-	-			
	Total	2,030	4,392			-	-		-	-	-	-	-			

Ending Balance of Prorated items	(Line 236, Col H)	-		(Line 236, Col N)	-
Non-prorated Average Balance	(WP_B-2, Average of Line 23, Cols (a) and (b))	-		(WP_B-2, Average of Line , Cols (a) and (b))	-
Proration Adjustment	(Line 243 minus Line 245)	-		(Line 243 minus Line 245)	-

Account 283 - Other

Related to All Plant

Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Month	Days in the Month	Number of Days Remaining in Year After Month's	Total Days in Future Port	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or	Difference between projected and actual activity when actual and projected activity are either both increas	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity	Balance reflecting proration or averaging (See Note 5.)

			Accrual of Deferred Taxes	ion of Test Period							decreases. (See Note 2.)	es or decreases. (See Note 3.)	is a decrease while actual activity is an increase. (See Note 4.)	
254														
255	December 31st Balance - Prorated Items						-							-
256	January	31	336	366	91.80%		-	-		-	-	-	-	-
257	February	29	307	366	83.88%		-	-		-	-	-	-	-
258	March	31	276	366	75.41%		-	-		-	-	-	-	-
259	April	30	246	366	67.21%		-	-		-	-	-	-	-
260	May	31	215	366	58.74%		-	-		-	-	-	-	-
261	June	30	185	366	50.55%		-	-		-	-	-	-	-
262	July	31	154	366	42.08%		-	-		-	-	-	-	-
263	August	31	123	366	33.61%		-	-		-	-	-	-	-
264	September	30	93	366	25.41%		-	-		-	-	-	-	-
265	October	31	62	366	16.94%		-	-		-	-	-	-	-
266	November	30	32	366	8.74%		-	-		-	-	-	-	-
267	December	31	1	366	0.27%		-	-		-	-	-	-	-

	Total	2,030	4,392		-	-			-	-	-	-	-		
	Ending Balance of Prorated items			(Line 267, Col H)	-						(Line 267, Col N)		-		
	Non-prorated Average Balance			(WP_B-2, Average of Line 54, Cols (a) and (b))	-						(WP_B-2, Average of Line , Cols (a) and (b))		-		
	Proration Adjustment			(Line 274 minus Line 276)	-						(Line 274 minus Line 276)		-		

WP_B-Inputs - Adjustments to ADIT

Electric Intangible - FERC 302

Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Month	Days in the Month	Number of Days Remaining in	Total Days in Fu	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity	Preserve proration when actual monthly and projected month	Difference between projected and actual activity when actual and	Actual activity (Col I) when projected activity is an increase while actual	Balance reflecting proration or averaging (See Note 5.)

			Year After Month's Accrual of Deferred Taxes	turePortionofTestPeriod						(See Note 1.)	ly activity are either both increases or decreases. (See Note 2.)	projected activity are either both increases or decreases. (See Note 3.)	activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)				
285																	
286	December 31st Balance - Prorated Items						-								-		
287	January	31	336	366	91.80%		-	-		-	-	-	-	-			
288	February	29	307	366	83.88%		-	-		-	-	-	-	-			
289	March	31	276	366	75.41%		-	-		-	-	-	-	-			
290	April	30	246	366	67.21%		-	-		-	-	-	-	-			
291	May	31	215	366	58.74%		-	-		-	-	-	-	-			
292	June	30	185	366	50.55%		-	-		-	-	-	-	-			
293	July	31	154	366	42.08%		-	-		-	-	-	-	-			
294	August	31	123	366	33.61%		-	-		-	-	-	-	-			
295	September	30	93	366	25.41%		-	-		-	-	-	-	-			
296	October	31	62	366	16.94%		-	-		-	-	-	-	-			
2	No				8.74												

297	November	30	32	366	%		-	-		-	-	-	-	-		
298	December	31	1	366	0.27%		-	-		-	-	-	-	-		
299		Total	2,030	4,392		-	-		-	-	-	-	-			
300																
301																
302																
303																
304																
305	Ending Balance of Prorated items				(Line 298, Col H)			-				(Line 298, Col N)			-	
306																
307	Non-prorated Average Balance				(WP_B-2, Average of Line 85, Cols (a) and (b))			-				(WP_B-2, Average of Line , Cols (a) and (b))			-	
308	Proration Adjustment				(Line 305 minus Line 307)			-				(Line 305 minus Line 307)			-	
309																
310																
311	**WP_B-Inputs - Adjustments to ADIT**															
312	***Electric Intangible - Smart Grid City***															

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
313														
314	A	B	C	D	E	F	G	H	I	J	K	L	M	N

		Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
315																	
316																	
317		December 31st Balance - Prorated Items								-							-
318		January	31	336	366	91.80%			-	-			-	-	-	-	-
319		February	29	307	366	83.88%			-	-			-	-	-	-	-
320		March	31	276	366	75.41%			-	-			-	-	-	-	-
321		April	30	246	366	67.21%			-	-			-	-	-	-	-
322		May	31	215	366	58.74%			-	-			-	-	-	-	-
323		June	30	185	366	50.55%			-	-			-	-	-	-	-
324		July	31	154	366	42.08%			-	-			-	-	-	-	-
325		August	31	123	366	33.61%			-	-			-	-	-	-	-

5	t		3	66												
326	September	30	93	366	25.41%		-	-		-	-	-	-	-		
327	October	31	62	366	16.94%		-	-		-	-	-	-	-		
328	November	30	32	366	8.74%		-	-		-	-	-	-	-		
329	December	31	1	366	0.27%		-	-		-	-	-	-	-		
330		Total	2,030	4,392			-	-		-	-	-	-	-		
331																
332																
333																
334																
335																
336	Ending Balance of Prorated items			(Line 329, Col H)		-						(Line 329, Col N)				-
337																
338	Non-prorated Average Balance			(WP_B-2, Average of Line , Cols (a) and (b))		-						(WP_B-2, Average of Line , Cols (a) and (b))				-
339	Proration Adjustment			(Line 336 minus Line 338)		-						(Line 336 minus Line 338)				-
340																
341																
342	**WP_B-Inputs - Adjustments to ADIT**															
343																
344	***Electric Intangible - AGIS***															

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
	December 31st Balance - Prorated Items							-						-
	January	31	336	366	91.80%		-	-		-	-	-	-	-
	February	29	307	366	83.88%		-	-		-	-	-	-	-
	March	31	276	366	75.41%		-	-		-	-	-	-	-
	April	30	246	366	67.21%		-	-		-	-	-	-	-
	May	31	215	366	58.74%		-	-		-	-	-	-	-
	June	30	18	3	50.55%		-	-		-	-	-	-	-

4			5	666											
355	July	31	154	366	42.08%		-	-		-	-	-	-	-	
356	August	31	123	366	33.61%		-	-		-	-	-	-	-	
357	September	30	93	366	25.41%		-	-		-	-	-	-	-	
358	October	31	62	366	16.94%		-	-		-	-	-	-	-	
359	November	30	32	366	8.74%		-	-		-	-	-	-	-	
360	December	31	1	366	0.27%		-	-		-	-	-	-	-	
361		Total	2,030	4,392			-	-		-	-	-	-	-	
362															
363															
364															
365															
366															
367	Ending Balance of Prorated items				(Line 360, Col H)		-				(Line 360, Col N)				-
368															
369	Non-prorated Average Balance				(WP_B-2, Average of Line , Cols (a) and (b))		-				(WP_B-2, Average of Line , Cols (a) and (b))				-
370	Proration Adjustment				(Line 367 minus Line 369)		-				(Line 367 minus Line 369)				-
371															

WP_B-Inputs - Adjustments to ADIT

Distribution Plant - Smart Grid City

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
	December 31st Balance - Prorated Items							-						-
	January	31	336	366	91.80%		-	-		-	-	-	-	-
	February	29	307	366	83.88%		-	-		-	-	-	-	-
	March	31	276	366	75.41%		-	-		-	-	-	-	-
	April	30	246	36	67.21%		-	-		-	-	-	-	-

				6											
384	May	31	215	366	58.74%		-	-		-	-	-	-	-	
385	June	30	185	366	50.55%		-	-		-	-	-	-	-	
386	July	31	154	366	42.08%		-	-		-	-	-	-	-	
387	August	31	123	366	33.61%		-	-		-	-	-	-	-	
388	September	30	93	366	25.41%		-	-		-	-	-	-	-	
389	October	31	62	366	16.94%		-	-		-	-	-	-	-	
390	November	30	32	366	8.74%		-	-		-	-	-	-	-	
391	December	31	1	366	0.27%		-	-		-	-	-	-	-	
392		Total	2,030	4,392			-	-		-	-	-	-	-	
393															
394															
395															
396															
397															
398	Ending Balance of Prorated items				(Line 391, Col H)			-				(Line 360, Col N)			-
399															
400	Non-prorated Average Balance				(WP_B-2, Average of Line , Cols (a) and (b))			-				(WP_B-2, Average of Line , Cols (a) and (b))			-

401	Proration Adjustment	(Line 398 minus Line 400)					-					(Line 398 minus Line 400)								-
402																				
403																				
404	**WP_B-Inputs - Adjustments to ADIT**																			
405																				
405	***Distribution Plant - AGIS***																			
406		**Days in Period**					**Averaging with Proration - Projected**			**Averaging Preserving Projected Proration - True-up (See Note 6.)**										
407		**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**					
408		Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)					
409																				
410	December 31st Balance - Prorated Items								-						-					
411	January	31	336	366	91.80%			-	-		-	-	-	-	-					
412	February	29	307	36	83.88%			-	-		-	-	-	-	-					

				6											
413	March	31	276	366	75.41%		-	-		-	-	-	-	-	
414	April	30	246	366	67.21%		-	-		-	-	-	-	-	
415	May	31	215	366	58.74%		-	-		-	-	-	-	-	
416	June	30	185	366	50.55%		-	-		-	-	-	-	-	
417	July	31	154	366	42.08%		-	-		-	-	-	-	-	
418	August	31	123	366	33.61%		-	-		-	-	-	-	-	
419	September	30	93	366	25.41%		-	-		-	-	-	-	-	
420	October	31	62	366	16.94%		-	-		-	-	-	-	-	
421	November	30	32	366	8.74%		-	-		-	-	-	-	-	
422	December	31	1	366	0.27%		-	-		-	-	-	-	-	
423		Total	2,030	4,392			-	-		-	-	-	-	-	
424															
425															
426															
427															
428															
429	Ending Balance of Prorated items				(Line 422, Col H)							(Line 422, Col N)			-

Non-prorated Average Balance	(WP_B-2, Average of Line , Cols (a) and (b)) (Line 429 minus Line 431)	-	(WP_B-2, Average of Line , Cols (a) and (b)) (Line 429 minus Line 431)	-
Proration Adjustment		-		-

WP_B-Inputs - Adjustments to ADIT

General Plant - Smart Grid City

Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
December 31st Balance - Prorated Items													

442	January	31	336	366	91.80%		-	-		-	-	-	-	-	
443	February	29	307	366	83.88%		-	-		-	-	-	-	-	
444	March	31	276	366	75.41%		-	-		-	-	-	-	-	
445	April	30	246	366	67.21%		-	-		-	-	-	-	-	
446	May	31	215	366	58.74%		-	-		-	-	-	-	-	
447	June	30	185	366	50.55%		-	-		-	-	-	-	-	
448	July	31	154	366	42.08%		-	-		-	-	-	-	-	
449	August	31	123	366	33.61%		-	-		-	-	-	-	-	
450	September	30	93	366	25.41%		-	-		-	-	-	-	-	
451	October	31	62	366	16.94%		-	-		-	-	-	-	-	
452	November	30	32	366	8.74%		-	-		-	-	-	-	-	
453	December	31	1	366	0.27%		-	-		-	-	-	-	-	
454		Total	2,030	4,392			-	-		-	-	-	-	-	
455															
456															
457															
458															

Ending Balance of Prorated items	(Line 453, Col H)	-		(Line 453, Col N)	-
Non-prorated Average Balance	(WP_B-2, Average of Line , Cols (a) and (b))	-		(WP_B-2, Average of Line , Cols (a) and (b))	-
Proration Adjustment	(Line 460 minus Line 462)	-		(Line 460 minus Line 462)	-

WP_B-Inputs - Adjustments to ADIT

General Plant - AGIS

Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Perio	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)

				d												
471																
472	December 31st Balance - Prorated Items						-									-
473	January	31	336	366	91.80%		-	-		-	-	-	-	-		
474	February	29	307	366	83.88%		-	-		-	-	-	-	-		
475	March	31	276	366	75.41%		-	-		-	-	-	-	-		
476	April	30	246	366	67.21%		-	-		-	-	-	-	-		
477	May	31	215	366	58.74%		-	-		-	-	-	-	-		
478	June	30	185	366	50.55%		-	-		-	-	-	-	-		
479	July	31	154	366	42.08%		-	-		-	-	-	-	-		
480	August	31	123	366	33.61%		-	-		-	-	-	-	-		
481	September	30	93	366	25.41%		-	-		-	-	-	-	-		
482	October	31	62	366	16.94%		-	-		-	-	-	-	-		
483	November	30	32	366	8.74%		-	-		-	-	-	-	-		
484	December	31	1	366	0.27%		-	-		-	-	-	-	-		
485		Total	2,030	4,392			-	-		-	-	-	-	-		
486																

Ending Balance of Prorated items	(Line 484, Col H)	-	(Line 484, Col N)	-
Non-prorated Average Balance	(WP_B-2, Average of Line , Cols (a) and (b))	-	(WP_B-2, Average of Line , Cols (a) and (b))	-
Proration Adjustment	(Line 491 minus Line 493)	-	(Line 491 minus Line 493)	-

WP_B-Inputs - Adjustments to ADIT

Common Intangible - FERC 302

Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Month	Days in the Month	Number of Days Remaining in Year After Month's	Total Days in Future Port	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or	Difference between projected and actual activity when actual and projected activity are either both increas	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity	Balance reflecting proration or averaging (See Note 5.)

			Accrual of Deferred Taxes	ion of Test Period								decreases. (See Note 2.)	es or decreases. (See Note 3.)	is a decrease while actual activity is an increase. (See Note 4.)	
502																
503	December 31st Balance - Prorated Items						-								-
504	January	31	336	366	91.80%		-	-		-	-	-	-	-	
505	February	29	307	366	83.88%		-	-		-	-	-	-	-	
506	March	31	276	366	75.41%		-	-		-	-	-	-	-	
507	April	30	246	366	67.21%		-	-		-	-	-	-	-	
508	May	31	215	366	58.74%		-	-		-	-	-	-	-	
509	June	30	185	366	50.55%		-	-		-	-	-	-	-	
510	July	31	154	366	42.08%		-	-		-	-	-	-	-	
511	August	31	123	366	33.61%		-	-		-	-	-	-	-	
512	September	30	93	366	25.41%		-	-		-	-	-	-	-	
513	October	31	62	366	16.94%		-	-		-	-	-	-	-	
514	November	30	32	366	8.74%		-	-		-	-	-	-	-	
515	December	31	1	366	0.27%		-	-		-	-	-	-	-	

	Total	2,030	4,392		-	-			-	-	-	-	-	
	Ending Balance of Prorated items			(Line 515, Col H)	-						(Line 515, Col N)		-	
	Non-prorated Average Balance			(WP_B-2, Average of Line , Cols (a) and (b))	-						(WP_B-2, Average of Line , Cols (a) and (b))		-	
	Proration Adjustment			(Line 522 minus Line 524)	-						(Line 522 minus Line 524)		-	

WP_B-Inputs - Adjustments to ADIT

Common Intangible - CRS

Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Month	Days in the Month	Number of Days Remaining in	Total Days in Fu	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity	Preserve proration when actual monthly and projected month	Difference between projected and actual activity when actual and	Actual activity (Col I) when projected activity is an increase while actual	Balance reflecting proration or averaging (See Note 5.)

			Year After Month's Accrual of Deferred Taxes	turn Portion of Test Period						(See Note 1.)	ly activity are either both increases or decreases. (See Note 2.)	projected activity are either both increases or decreases. (See Note 3.)	activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)		
534	December 31st Balance - Prorated Items						-								-
535	January	31	336	366	91.80%		-	-		-	-	-	-	-	-
536	February	29	307	366	83.88%		-	-		-	-	-	-	-	-
537	March	31	276	366	75.41%		-	-		-	-	-	-	-	-
538	April	30	246	366	67.21%		-	-		-	-	-	-	-	-
539	May	31	215	366	58.74%		-	-		-	-	-	-	-	-
540	June	30	185	366	50.55%		-	-		-	-	-	-	-	-
541	July	31	154	366	42.08%		-	-		-	-	-	-	-	-
542	August	31	123	366	33.61%		-	-		-	-	-	-	-	-
543	September	30	93	366	25.41%		-	-		-	-	-	-	-	-
544	October	31	62	366	16.94%		-	-		-	-	-	-	-	-
545	No				8.74										

45	November	30	32	366	%		-	-		-	-	-	-	-	
546	December	31	1	366	0.27%		-	-		-	-	-	-	-	
547		Total	2,030	4,392		-	-		-	-	-	-	-		
548															
549															
550															
551															
552															
553	Ending Balance of Prorated items				(Line 546, Col H)			-				(Line 546, Col N)			-
554															
555	Non-prorated Average Balance				(WP_B-2, Average of Line , Cols (a) and (b))			-				(WP_B-2, Average of Line , Cols (a) and (b))			-
556	Proration Adjustment				(Line 553 minus Line 555)			-				(Line 553 minus Line 555)			-
557															
558															
559	**WP_B-Inputs - Adjustments to ADIT**														
560															
561	***Common Intangible - OMS***														
562	**Days in Period**					**Averaging with Proration - Projected**			**Averaging Preserving Projected Proration - True-up (See Note 6.)**					
	A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**

563		Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
564																	
565		December 31st Balance - Prorated Items								-							-
566		January	31	336	366	91.80%			-	-			-	-	-	-	-
567		February	29	307	366	83.88%			-	-			-	-	-	-	-
568		March	31	276	366	75.41%			-	-			-	-	-	-	-
569		April	30	246	366	67.21%			-	-			-	-	-	-	-
570		May	31	215	366	58.74%			-	-			-	-	-	-	-
571		June	30	185	366	50.55%			-	-			-	-	-	-	-
572		July	31	154	366	42.08%			-	-			-	-	-	-	-
573		August	31	123	366	33.61%			-	-			-	-	-	-	-

573	t		3	366												
574	September	30	93	3666	25.41%		-	-		-	-	-	-	-		
575	October	31	62	3666	16.94%		-	-		-	-	-	-	-		
576	November	30	32	3666	8.74%		-	-		-	-	-	-	-		
577	December	31	1	3666	0.27%		-	-		-	-	-	-	-		
578		Total	2,030	4,392			-	-		-	-	-	-	-		
579																
580																
581																
582																
583																
584	Ending Balance of Prorated items				(Line 577, Col H)	-						(Line 577, Col N)			-	
585																
586	Non-prorated Average Balance				(WP_B-2, Average of Line , Cols (a) and (b))	-						(WP_B-2, Average of Line , Cols (a) and (b))			-	
587	Proration Adjustment				(Line 584 minus Line 586)	-						(Line 584 minus Line 586)			-	
588																
589																
590	**WP_B-Inputs - Adjustments to ADIT**															
591	***Common General - Smart Grid City***															

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
	December 31st Balance - Prorated Items							-						-
	January	31	336	366	91.80%		-	-		-	-	-	-	-
	February	29	307	366	83.88%		-	-		-	-	-	-	-
	March	31	276	366	75.41%		-	-		-	-	-	-	-
	April	30	246	366	67.21%		-	-		-	-	-	-	-
	May	31	215	366	58.74%		-	-		-	-	-	-	-
	June	30	18	3	50.55%		-	-		-	-	-	-	-

602			5	666											
603	July	31	154	366	42.08%		-	-		-	-	-	-	-	
604	August	31	123	366	33.61%		-	-		-	-	-	-	-	
605	September	30	93	366	25.41%		-	-		-	-	-	-	-	
606	October	31	62	366	16.94%		-	-		-	-	-	-	-	
607	November	30	32	366	8.74%		-	-		-	-	-	-	-	
608	December	31	1	366	0.27%		-	-		-	-	-	-	-	
609		Total	2,030	4,392			-	-		-	-	-	-	-	
610															
611															
612															
613															
614															
615	Ending Balance of Prorated items				(Line 608, Col H)		-				(Line 608, Col N)				-
616															
617	Non-prorated Average Balance				(WP_B-2, Average of Line , Cols (a) and (b))		-				(WP_B-2, Average of Line , Cols (a) and (b))				-
618	Proration Adjustment				(Line 615 minus Line 617)		-				(Line 615 minus Line 617)				-
619															

WP_B-Inputs - Adjustments to ADIT

Common General - AGIS

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
	December 31st Balance - Prorated Items							-						-
	January	31	336	366	91.80%		-	-		-	-	-	-	-
	February	29	307	366	83.88%		-	-		-	-	-	-	-
	March	31	276	366	75.41%		-	-		-	-	-	-	-
	April	30	246	36	67.21%		-	-		-	-	-	-	-

632	May	31	215	366	58.74%		-	-		-	-	-	-	-	
633	June	30	185	366	50.55%		-	-		-	-	-	-	-	
634	July	31	154	366	42.08%		-	-		-	-	-	-	-	
635	August	31	123	366	33.61%		-	-		-	-	-	-	-	
636	September	30	93	366	25.41%		-	-		-	-	-	-	-	
637	October	31	62	366	16.94%		-	-		-	-	-	-	-	
638	November	30	32	366	8.74%		-	-		-	-	-	-	-	
639	December	31	1	366	0.27%		-	-		-	-	-	-	-	
640		Total	2,030	4,392			-	-		-	-	-	-	-	
641															
642															
643															
644															
645															
646	Ending Balance of Prorated items				(Line 637, Col H)				-			(Line 637, Col N)			-
647															
648	Non-prorated Average Balance				(WP_B-2, Average of Line , Cols (a) and (b))				-			(WP_B-2, Average of Line , Cols (a) and (b))			-

643	Proration Adjustment	(Line 644 minus Line 646)				-				(Line 644 minus Line 646)									-

WP_B-3 - Deficient ADIT

NOL Carryforward - Direct Assigned to Transmission

	Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
658	December 31st Balance - Prorated Items							-						-
659	January	31	336	366	91.80%		-	-		-	-	-	-	-
660	February	29	307	36	83.88%		-	-		-	-	-	-	-

				6											
661	March	31	276	366	75.41%		-	-		-	-	-	-	-	
662	April	30	246	366	67.21%		-	-		-	-	-	-	-	
663	May	31	215	366	58.74%		-	-		-	-	-	-	-	
664	June	30	185	366	50.55%		-	-		-	-	-	-	-	
665	July	31	154	366	42.08%		-	-		-	-	-	-	-	
666	August	31	123	366	33.61%		-	-		-	-	-	-	-	
667	September	30	93	366	25.41%		-	-		-	-	-	-	-	
668	October	31	62	366	16.94%		-	-		-	-	-	-	-	
669	November	30	32	366	8.74%		-	-		-	-	-	-	-	
670	December	31	1	366	0.27%		-	-		-	-	-	-	-	
671		Total	2,030	4,392			-	-		-	-	-	-	-	
672															
673															
674															
675															
676															
677	Ending Balance of Prorated items				(Line 658, Col H)				-			(Line 658, Col N)			-

Non-prorated Average Balance	(WP_B-3 – Deficient ADIT) (Line 677 minus Line 679)	-	(WP_B-3 – Deficient ADIT) (Line 677 minus Line 679)	-
Proration Adjustment		-		-

WP_B-3 Deficient ADIT

NOL Carryforward – Allocated to Transmission

Days in Period					Averaging with Proration - Projected			Averaging Preserving Projected Proration - True-up (See Note 6.)					
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1.)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases. (See Note 2.)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases. (See Note 3.)	Actual activity (Col I) when projected activity is an increase while actual activity is a decrease OR projected activity is a decrease while actual activity is an increase. (See Note 4.)	Balance reflecting proration or averaging (See Note 5.)
December 31st Balance - Prorated Items							-						-

690	January	31	336	366	91.80%		-	-		-	-	-	-	-	
691	February	29	307	366	83.88%		-	-		-	-	-	-	-	
692	March	31	276	366	75.41%		-	-		-	-	-	-	-	
693	April	30	246	366	67.21%		-	-		-	-	-	-	-	
694	May	31	215	366	58.74%		-	-		-	-	-	-	-	
695	June	30	185	366	50.55%		-	-		-	-	-	-	-	
696	July	31	154	366	42.08%		-	-		-	-	-	-	-	
697	August	31	123	366	33.61%		-	-		-	-	-	-	-	
698	September	30	93	366	25.41%		-	-		-	-	-	-	-	
699	October	31	62	366	16.94%		-	-		-	-	-	-	-	
700	November	30	32	366	8.74%		-	-		-	-	-	-	-	
701	December	31	1	366	0.27%		-	-		-	-	-	-	-	
702 703 704 705 706		Total	2,030	4,392			-	-		-	-	-	-	-	

707	Ending Balance of Prorated items	(Line 689, Col H)	-	(Line 689, Col N)	-
709	Non-prorated Average Balance	(WP_B-3 – Deficient ADIT)	-	(WP_B-3 – Deficient ADIT)	-
711	Proration Adjustment	(Line 708 minus Line 710)	-	(Line 708 minus Line 710)	-

1) Column J is the difference between projected monthly and actual monthly activity (Column I minus Column F). Specifically, if projected and actual activity are both positive, a negative in Column J represents over-projection (amount of projected activity that did not occur) and a positive in Column J represents under-projection (excess of actual activity over projected activity). If projected and actual activity are both negative, a negative in Column J represents under-projection (excess of actual activity over projected activity) and a positive in Column J represents over-projection (amount of projected activity that did not occur).
2) Column K preserves proration when actual monthly and projected monthly activity are either both increases or decreases. Specifically, if Column J is over-projected, enter Column G x [Column I/Column F]. If Column J is under-projected, enter the amount from Column G and complete Column L). In other situations, enter zero.
3) Column L applies when (1) Column J is under-projected AND (2) actual monthly and projected monthly activity are either both increases or decreases. Enter the amount from Column J. In other situations, enter zero.
4) Column M applies when (1) projected monthly activity is an increase while actual monthly activity is a decrease OR (2) projected monthly activity is a decrease while actual monthly activity is an increase. Enter actual monthly activity (Col I). In other situations, enter zero.
5) Column N is computed by adding the prorated monthly activity, if any, from Column K to 50 percent of the portion of monthly activity, if any, from Column L or M to the balance at the end of the prior month. The activity in columns L and M is multiplied by 50 percent to reflect averaging of rate base to the extent that the proration requirement has not been applied to a portion of the monthly activity.

6) The methodology to remove double averaging from the true-up ADIT Proration calculation is effective June 27, 2018.

Appendix 1

Public Service Company of Colorado ("PSCo" or "Company")
Transmission Formula Rate Implementation Procedures

Section 1 Applicability

The formula rate template ("Formula Rate Template") and these Transmission Formula Rate Implementation Procedures ("Implementation Procedures") (collectively, the "Formula Rate") together comprise PSCo's filed transmission rates and ancillary services rates. PSCo shall follow the Formula Rate to calculate its Annual Transmission Revenue Requirement ("ATRR"), the monthly rate for Network Integration Transmission Service ("NITS Rate"), the monthly rates for Point-to-Point Transmission Service ("PTP Rates"), the Annual Ancillary Services Schedule 1 Revenue Requirement ("S1RR") and the monthly rates for Ancillary Services Schedule 1 - Scheduling, System Control and Dispatch Service ("Schedule 1 Rates"), Ancillary Services Schedule 2 - Reactive Supply and Voltage Control from Generation or Other Sources Service ("Schedule 2 Rates"), Ancillary Service Schedule 3 - Regulation and Frequency Response Service ("Schedule 3 Rates"), "), Ancillary Services Schedule 3A – Regulation and Frequency Response Service for Point-to-Point Transmission Service for exports from the PSCo Balancing Authority Area ("Schedule 3A Rates"), Ancillary Services Schedule 5 - Operating Reserve - Spinning Reserve Service ("Schedule 5 Rates"), Ancillary Services Schedule 6 - Operating Reserve Supplemental Reserve Service ("Schedule 6 Rates"), Ancillary Services Schedule 16 – Flex Reserve Service ("Schedule 16 Rates"), and Schedule 19 – Rush Creek Gen-Tie Charge ("Schedule 19 Rates") for the PSCo rate zone under the Xcel Energy Operating Companies ("Xcel Energy") Open Access Transmission Tariff ("Joint OATT").

The Formula Rate shall be effective for service on and after November 17, 2012 for each full or partial calendar year (the "Rate Year" or "Formula Rate Year"), subject to the implementation, review, challenge and true-up procedures of these Implementation Procedures. The Schedule 19 Rate shall be effective for service on and after August 1, 2018 for each full or partial calendar year (the "Rate Year" or "Formula Rate Year"), subject to the implementation, review, challenge and true-up procedures of these Implementation Procedures.

The customers taking NITS service and the customers taking PTP service or customers taking Interconnection Service over the Rush Creek Gen-Tie are hereinafter referred to, collectively, as "Customers" or "Transmission Customers" or "Gen-Tie Customers." The forecasted ATRR is referred to as the "Estimated ATRR," the forecasted S1RR is referred to as the "Estimated S1RR", the forecasted Gen-Tie ARR is referred to as the "Estimated S19ARR," and the forecasted NITS Rate, PTP Rates, Schedule 19 Rates, and Ancillary Services Schedule 1 Rates are collectively referred to as the "Estimated Rates." In the spring of the year following the Rate Year, the Estimated ATRR, Estimated S19ARR and the Estimated S1RR will be trued-up, as described herein, based on actual data for the Rate Year, to establish the Actual ATRR, Acrual S19ARR and Actual S1RR. As part of such true-up (the "Annual True-up"), PSCo also will calculate the Actual NITS Rate, Actual PTP Rates, Actual Schedule 19 Rates and Actual Ancillary Services Schedule 1 Rates (collectively or individually referred to as the "Actual Rates"). PSCo will calculate the rates for Ancillary Services Schedules 2, 3, 3A 5, 6 and 16 for each Rate Year based on actual data from PSCo's most recently filed Federal Energy Regulatory Commission FERC Form 1 ("FERC Form 1") and such rates are not subject to the

Annual True-up.

The Federal Energy Regulatory Commission ("FERC" or "Commission") annually determines the FERC Annual Charge and PSCo assesses the charge to its Transmission Customers. The FERC Annual Charge is shown on the Formula Rate Template rate sheet for ease of reference but it is a pass through of the FERC-calculated charge and is not part of the Formula Rate calculations or subject to the Annual True-up.

Section 2 Annual Update for Upcoming Rate Year

No later than October 1 of each year (or, if October 1 is a weekend day or a holiday recognized by FERC, the first day following such weekend day or holiday that FERC is open for business ("Business Day")), PSCo shall post the Estimated ATRR, the Estimated S19ARR, the Estimated S1RR, the Estimated Rates, and the Ancillary Services Schedule 2, 3, 5 and 6 Rates for the upcoming Rate Year, to be effective beginning January 1 of the upcoming Rate Year ("Annual Update"). PSCo shall post the Annual Update on the Transmission OATT page of the Xcel Energy website (www.xcelenergy.com <http://www.xcelenergy.com>) and on the PSCo OASIS (wesTTrans.net OASIS or any successor OASIS) (hereinafter, "PSCo OASIS"), in a location that is accessible by the general public. PSCo shall simultaneously notify its Customers electronically that the Annual Update is available for their review.

a. Annual Update: Components

The Annual Update shall include the following:

(i) a data-populated version of the Formula Rate Template, including fully functioning Excel® files, setting forth the Estimated ATTR, the Estimated S19ARR, the Estimated S1RR, the Estimated Rates and the Ancillary Service Schedule 2, 3, 3A, 5, 6 and 16 Rates for the next Rate Year;

(ii) supporting documentation, including, but not limited to, fully functioning Excel® files (or other such native format files) and workpapers required to support, demonstrate and explain the information upon which the Annual Update is based;

(iii) disclosure of the Material Changes to the extent (a) such changes have taken effect since January 1, 2012 for the first Annual Update in October 2012 and, thereafter, in subsequent, any such changes that have taken place since the immediately prior Annual Update; and (b) any such changes affect the Formula Rate, calculation of the Annual Update or the allocation of costs or revenues to PSCo's Customers. For purposes of these Implementation Procedures, "Material Changes" are changes in (1) FERC's Uniform System of Accounts ("USoA"), (2) FERC Form No. 1 reporting requirements as applicable, and (3) the accounting policies, practices, or procedures of PSCo. Material Changes also include (4) changes directed by FERC orders applicable to the Formula Rate or accounting orders applicable to PSCo that affect accounts providing inputs directly or indirectly to the Formula Rate Template, (5) disclosure of any errors in the FERC Form No. 1, the Formula Rate Template, or accounting data that impacts the Formula Rate in the upcoming Rate Year or previous Rate Years;

(iv) a list of each transmission, general, intangible, and electric common annual capital addition;

(v) the Common Plant Study that is the basis of the common plant allocation factors used in the Annual Update; and

(vi) Detail of the amount included in rate base and the amortization of the wholesale share of the transmission serving transmission acquisition adjustment ($5,308,257) associated with PSCo's December 10, 2010 purchase of the Rocky Mountain Energy Center, with the amortization of such acquisition adjustment to be over a period of 55 years.

b. Annual Update: Estimated Rates

The Annual Update shall compute the Estimated Rates based upon PSCo's most recent budget for the upcoming Rate Year and supplemental data from PSCo's books and records concerning the upcoming Rate Year ("Supplemental Data") that reasonably project transmission peak demands and costs properly recorded (or to be recorded) on its books consistent with the USofA, FERC's orders establishing generally applicable transmission ratemaking policies, and FERC accounting policies and directives. The Estimated Rates shall be developed in the following manner:

(i) an average of 13-monthly balances shall be applied to: (a) gross plant balances and gross plant adjustments for all plant functions, excluding generator step-ups; (b) accumulated depreciation and amortization reserve balances and depreciation reserve adjustments for all plant functions, excluding generator step-ups; (c) capital structure balances inclusive of long-term debt, preferred stock, and common equity; (d) the following Other Rate Base Items: Future Use Land and Land Rights, Materials and Supplies, Prepayments Regulatory Liabilities, and Construction Work In Progress ("CWIP") and related pre-funded Allowance for Funds Used During Construction ("AFUDC") (if and when the inclusion of CWIP in rate base is approved by FERC); and (e) the transmission-related acquisition adjustments permitted by FERC order to be included in the Formula Rate for ratemaking purposes; and

(ii) an average of the beginning of year and end of year balances shall be applied to Accumulated Deferred Income Taxes.

c. Annual Update: Ancillary Services Schedule 2, 3, 3A, 5, 6 and 16 Rates

PSCo will calculate the rates for Ancillary Service Schedules 2, 3, 3A, 5, 6 and 16 using actual data from PSCo's most recently filed FERC Form 1. For example, the Schedule 2, 3, 3A, 5, 6 and 16 rates to become effective as of November 17, 2012 for the remaining months in Rate Year 2012 will be based on PSCo's 2010 FERC Form 1. The Schedule 2, 3, 3A, 5, 6 and 16 rates to become effective January 1, 2013 will be based on PSCo's 2011 FERC Form 1. Ancillary Services Schedule 2, 3, 3A, 5, 6 and 16 rates are not subject to the Annual True-up.

d. Annual Update: Customer Meeting

Each year, no later than October 20 (or the next Business Day if October 20 is not a Business

Day), PSCo shall convene a meeting ("Annual Update Customer Meeting") among PSCo, its Customers and their respective designated representatives (collectively, "Interested Parties") to explain the Annual Update, including the derivation of the Estimated Rates and, the Ancillary Services Schedule 2, 3, 3A, 5, 6 and 16 Rates for the next Rate Year. Notwithstanding the foregoing, PSCo and the Customers may mutually agree to a later date for the Annual Update Customer Meeting. The Annual Update Customer Meeting shall (i) allow enough time for PSCo to present details about its Annual Update and (ii) provide the Interested Parties the opportunity to seek information and clarification from PSCo about the Annual Update. PSCo will accommodate Interested Parties that wish to participate in the Annual Update Customer Meeting via teleconference or webinar. PSCo shall provide at least fourteen (14) calendar days' prior written notice of the Annual Update Customer Meeting. Such notice shall be provided no later than the time the Annual Update is provided. Such written notice may be provided by electronic mail to the Interested Parties.

e. Modification of Annual Update

PSCo shall modify the Annual Update to reflect any changes that it and the Customers comprising the majority of PSCo's network load have mutually agreed upon as of December 31 (or the next Business Day if December 31 is not a Business Day). If there are mutually agreed upon changes, PSCo shall post a Revised Annual Update incorporating the agreed changes as soon as possible after such agreement, but no later than January 15 (or the next Business Day if January 15 is not a Business Day). PSCo shall simultaneously notify the Customers of the posting.

f. Challenge and Review of Annual Update

The Annual Update is subject to review and challenge in accordance with the procedures set forth in Section 6 and Section 7 below.

g. Annual Update: Informational Filing

By January 15 (or the next Business Day if January 15 is not a Business Day), PSCo shall file with FERC the Annual Update, as revised to reflect any changes that PSCo and the Customers comprising the majority of PSCo's network load have mutually agreed upon pursuant to Section 2e ("Annual Informational Filing"). The Annual Informational Filing will include both portable document format ("PDF") and fully functioning Excel® files (or other such native format files) of the Annual Update. The Annual Informational Filing shall not require action by FERC.

h. Subsequently Discovered Errors

Any error, defined as a calculation error in the formula rate or an input error in the formula rate or FERC Form No. 1, to the Annual Update identified by PSCo or Customer(s) during the Formula Rate Year, which PSCo and one or more Customers agree affects the Customers' Estimated Rates, shall be rectified by PSCo in the Formula Rate Template. PSCo shall implement the resulting revised Estimated Rates and/or revised Ancillary Services Schedule 1, 2, 3, 5 or 6 Rates in the next billing month after such revision is calculated. To the extent such error affects months prior to the month that PSCo and Customer(s) agree that an error should be rectified, the correction for such months will be reflected in the subsequent Annual True-up

(as defined in Section 4, below) and there shall be no intra-Rate Year refund or surcharge associated with such error. The same procedures shall apply in the event of an error affecting the Estimated Rates of an individual customer. Once the Formula Rate Year is complete, there shall no longer be a requirement to correct the Estimated Rates for such year. Any such correction to address the error shall be made to the Actual Rates for such Formula Rate Year at the time of the Annual True-up or thereafter should the error be discovered after the Annual True-up. *See* Section 4.f. below.

Section 3 Post-Employment Benefits Other Than Pensions ("PBOP") Filing

The PBOP charges included in each Annual Update shall be the actual FERC-approved PBOP cost booked to FERC Account 926 for the prior Rate Year.

On or before April 1 of each year, an Actuarial Study supporting PSCo's proposed actual PBOP costs for the prior Rate Year will be filed with the Commission for approval under FPA Section 205 ("PBOP Filing"). The PBOP Filing will be posted and provided to Customers. The actual PBOP costs for the prior Rate Year that are approved by FERC shall be used for the annual true-up ("Annual True-up") of such prior Rate Year. PSCo expects, absent extraordinary circumstances, that the Commission will have acted on the April 1st PBOP filing in time for inclusion of the FERC-approved actual PBOP costs in the Annual True-up of such prior Rate Year. In the event the Commission has not acted on the April 1st PBOP filing by the time PSCo posts the Annual True-Up, PSCo will include its actual costs pending approval from FERC in the initial posting of the Annual True-Up, but will ultimately reflect, before the true-up is finalized, the Commission-approved PBOP costs for such prior Rate Year, if they are different.

With respect to the Estimated Rates for the upcoming Formula Rate Year, PSCo will use the budgeted PBOP costs for each such Rate Year in the Annual Update, subject to true-up. For example, the 2012 Estimated Rates will use the 2012 estimated PBOP costs but, by the time that the 2012 Estimated Rates are trued-up in 2013, PSCo will have and will use the FERC-approved actual 2012 PBOP costs in the Annual True-up for Rate Year 2012. Similarly, the 2013 Estimated Rates will use the 2013 estimated PBOP costs, but when the 2013 Estimated Rates are trued-up in 2014, PSCo will have and will use the actual FERC-approved 2013 PBOP costs for the Annual True-up of Rate Year 2013. Annually, PSCo will fund to an external trust the PBOP costs collected pursuant to the Formula Rate.

Section 4 Annual True-up

Beginning in 2013, by no later than June 1 of each Rate Year (or the next Business Day if June 1 is not a Business Day), PSCo shall true-up the Annual Update for the prior Rate Year (the "True-up Year"). The annual true-up ("Annual True-Up") shall establish the Actual ATRR, the Actual S19ARR, the Actual S1RR, and the Actual Rates for True-up Year based on PSCo's actual costs as reflected in its FERC Form No. 1 and its books and records (maintained in accordance with the FERC's Uniform System of Accounts ("USofA")) for such True-up Year. PSCo shall post the Actual ATRR, the Actual S19ARR, the Actual S1RR and the Actual Rates for the True-up Rate Year on the Transmission OATT page of the Xcel Energy website and on the PSCo OASIS, in a location that is accessible by the general public. PSCo shall simultaneously notify its Customers electronically that the Annual True-up is available for their review.

a. Annual True-up: Components

The Annual True-up shall include the following:

(i) a data-populated version of the Formula Rate Template, including fully functioning Excel® files, setting forth the Actual ATTR, the Actual S19ARR, the Actual S1RR and the Actual Rates;

(ii) supporting documentation, including, but not limited to, fully functioning Excel® files (or other such native format files) and workpapers required to support and explain information upon which the Annual True-up is based;

(iii) disclosure of the Material Changes to the extent (a) such changes have taken effect since January 1, 2012 for the first Annual True-Up in June 2013 and, thereafter, in subsequent Annual True-Ups, any such changes that have taken place in the True-Up Year (January 1 – December 31 of the calendar year immediately prior to the June True-Up); and (b) any such changes affect the Formula Rate, calculation of the True-up or the allocation of costs or revenues to PSCo's Customers;

(iv) a list of each transmission, general, intangible, and electric common annual capital addition;

(v) Detail of the amount included in rate base and the amortization of the wholesale share of the transmission serving transmission acquisition adjustment ($5,308,257) associated with PSCo's December 10, 2010 purchase of the Rocky Mountain Energy Center, with the amortization of such acquisition adjustment to be over a period of 55 years; and

(vi) a side-by-side comparison of the actual Formula Rate Template components with the estimated Formula Rate Template components for the True-up Year ("Variance Analysis"). Where an estimated rate base component, when trued-up, is $5,000,000 above or below the actual rate base component, and where an estimated expense or revenue component, when trued-up, is more than five percent (5%) and $500,000 above or below the actual expense or revenue component, PSCo shall provide a written explanation of the reason for such variance. The foregoing limits do not, however, preclude Customers from seeking information for any variance falling below such thresholds.

b. Annual True-up: Actual Rate Calculations

The Annual True-up shall calculate Actual Rates in the following manner:

(i) costs shall be actual costs as reflected in PSCo's FERC Form 1 or Company Records, inclusive of any revisions thereto, for the True-up Year and in any Supplemental Data necessary to complete the Formula Rate Template inputs for the Annual True-up.

(ii) the Actual ATRR, the Actual S19ARR and Actual S1RR will be determined using the same methodologies for calculating the Estimated ATRR, Estimated S19ARR and Estimated S1RR, except to the extent different methodologies are required as a result of

Material Changes identified pursuant to Section 4a(iii); and

(iii) Actual Rates will be determined based upon the Actual ATRR and Actual S1RR, as appropriate, and the actual system transmission peak load.

c. Annual True-up: Customer Meeting

Each year, beginning in 2013, by June 30 (or the next Business Day if June 30 is not a Business Day), PSCo shall convene a meeting ("Annual True-up Customer Meeting") among PSCo and Interested Parties to explain the Annual True-up, including the derivation of the Actual ATRR, Actual S19ARR, Actual S1RR and Actual Rates for the True-up Year. Notwithstanding the foregoing, PSCo and the Customers may mutually agree to a later date for the Annual True-up Customer Meeting. The Annual True-up Customer Meeting shall (i) allow enough time for PSCo to present details about its Annual True-up and (ii) provide the Interested Parties the opportunity to seek information and clarification from PSCo about the Annual True-up. PSCo will accommodate Interested Parties that wish to participate in the Annual True-up Customer Meeting via teleconference or webinar. PSCo shall provide at least fourteen (14) calendar days' prior written notice of the Annual True-up Customer Meeting. Such notice shall be provided no later than the date on which the Annual True-up is provided. Such written notice may be provided by electronic mail to the Interested Parties.

d. Challenge and Review of Annual True-up

The Annual True-up is subject to challenge and review in accordance with the procedures set forth in Section 6 and Section 7 below.

e. Annual True-up: Individual Customer True-up, Refunds and/or Surcharges

The Annual True-up for transmission rates shall include, for each Customer affected by the Annual True-up, a comparison of what the Customer paid for service based on Estimated Rates and what the Customer should have paid based upon Actual Rates ("Customer True-up Adjustment"). In the event the Customer True-up Adjustment reflects an overpayment, PSCo shall refund such overpayment to the affected Customer, with interest determined in accordance with 18 C.F.R § 35.19a, as promptly as possible after PSCo and the Customers comprising the majority of PSCo's network load mutually agree on the Actual Rates and PSCo and the affected Customer agree on the individual Customer True-up Adjustment. In the event that the Customer True-up Adjustment reflects an underpayment, the affected Customer shall pay such underpayment to PSCo, with interest determined in accordance with 18 C.F.R § 35.19a, as promptly as possible after PSCo and the Customers comprising the majority of PSCo's network load mutually agree on the Actual Rates and PSCo and the affected Customer agree on the individual Customer True-up Adjustment; provided, however, if the amount due to PSCo exceeds 10 percent (10%) of the amount previously paid by the Customer in the True-up Year, a Customer may elect to extend such payment to PSCo over not more than twelve (12) months, with interest on the unpaid balance calculated using the interest rate specified in 18 C.F.R. § 35.19a. PSCo shall provide notice to the Customers that no issues have been raised or all issues have been resolved and that PSCo intends to refund to or surcharge Customers thirty (30) days after the issuance of such notice, absent a statement to the contrary from an affected Customer in the thirty (30) days.

The True-Up Adjustment for Schedule 19 will be determined in the following manner:

i. The difference between Actual Revenue Requirement and Estimate Revenue Requirement is calculated (Schedule 19, Attachment 1, Table 2, line 1) to determine any over or under recovery. The True-Up Adjustment and related calculations shall be posted to the Transmission Provider's OASIS no later than June 1 (or if that day falls on a weekend or a holiday recognized by FERC, then the posting shall be due on the next business day) following the issuance of the FERC Form No.1 for the previous year.

ii. Interest on any over or under recovery of the revenue requirement shall be determined based on the Commission's regulation at 18 C.F.R § 35.19a. The interest payable shall be calculated using an average interest rate for the twenty-four (24) months during which the over or under recovery in the revenue requirement (Schedule 19, Attachment 1, Table 4). The interest rate to be applied to the over or under recovery amounts will be determined using the average rate for the twenty-one (21) months preceding October of the current year. The interest amount will be included in the Estimated S19ARR made available on October 1 in accordance with Section 2 above.

iii. The Total Revenue Requirement for transmission services for the following Year shall be the sum of the projected revenue requirement for the following year, plus or minus the True-Up Adjustment (Schedule 19, Attachment 1, Table 1, ln 4) from the previous year, if any, including interest, as explained above. PSCo may accelerate the refund of any over recovery amounts by one year. The interest calculation will be adjusted to reflect the period the over recovery exists.

f. Subsequently Discovered Errors

Any error, defined as a calculation error in the formula rate or an input error in the formula rate or FERC Form No. 1, to the Annual True-up subsequently identified by PSCo or Customer(s), which PSCo and one or more Customers agree affects the Customers' Actual Rates, shall be rectified by PSCo in the Formula Rate Template. PSCo shall reflect the resulting corrected Actual Estimated Rates and/or corrected Ancillary Services Schedule 1, 2, 3, 3A, 5, 6 and 16 Rates in the next billing month after such revision is calculated or such subsequent billing month as is mutually agreeable to PSCo and the Customers. The same procedures shall apply in the event of an error affecting the Actual Rates of an individual customer. There is no time limit with respect to PSCo's obligation to, and right to, correct an error in the implementation of the formula rate.

Section 5 Annual Formula Rate Calendar

As an example and for ease of reference, once the Formula Rate is in effect, the calendaring shall be as follows:

Month	Year	Action
Oct.	2018	Annual Update – No later than the first Business Day in October 2018, PSCo populates the Formula Rate Template with Rate Year 2019 budgeted/estimated data and calculates the Estimated ATRR, Estimated S19ARR, Estimated S1RR, and Estimated Rates to be effective January 1, 2019. PSCo develops Ancillary Service Schedule 2, 3, 3A, 5, 6 and 16 Rates, also to be effective January 1, 2019, by populating the Ancillary

		Service Rate Templates with actual data from PSCo's 2017 FERC Form 1 and books and records.
Dec.	2018	PSCo makes any mutually agreed changes to the Annual Update by December 31 (or the next Business Day if December 31 is not a Business Day).
Jan.	2019	PSCo submits the Annual Update, as modified to incorporate any agreed upon changes, as the Annual Informational Filing no later than January 15 (or the next Business Day if January 15 is not a Business Day).
April	2019	Annual PBOP Filing - On or before April 1, PSCo files for Commission approval actuarial studies for the prior calendar year (Rate Year 2022) showing the PBOP amounts to be booked for such Rate Year which, when approved by the FERC, will be used in the Annual True-Up for such prior Rate Year (Rate Year 2022).
June	2019	Annual True-up - No later than the first Business Day in June 2023, PSCo populates the Rate Year 2022 Formula Rate Template with Rate Year 2022 actual data, calculates the Actual ATRR, Actual Schedule 19 Rate, Actual S1RR, Actual Rates, and Customer True-up Adjustments.
Oct.	2019	Annual Update – No later than the first Business Day in October 2023, PSCo populates the Formula Rate Template with Rate Year 2014 budgeted/estimated data and calculates the Estimated ATRR, Estimated ARR, Estimated S1RR, and Estimated Rates to be effective January 1, 2024. PSCo develops the Ancillary Service Schedule 2, 3, 3A, 5, 6 and 16 Rates, also to be effective January 1, 2024, by populating the respective Ancillary Service Rate Templates with actual 2022 data from PSCo's 2022 FERC Form 1 and books and records.
Dec.	2019	PSCo makes any mutually agreeable changes to the Annual Update by December 31 (or the next Business Day if December 31 is not a Business Day).
Jan.	2020	PSCo submits the Annual Update, as modified to incorporate any agreed upon changes, as the Annual Informational Filing no later than January 15 (or the next Business Day if January 15 is not a Business Day).
April	2020	Annual PBOP Filing - On or before April 1, PSCo files, for Commission approval, actuarial studies for the prior calendar year (Rate Year 2019) showing the PBOP amounts to be booked for such Rate Year, which when approved by the FERC will be used in the Annual True-Up for such prior Rate Year (Rate Year 2019).
June	2020	Annual True-up - No later than the first Business Day in June 2020, PSCo populates the Rate Year 2019 Formula Rate Template with Rate Year 2019 actual data, calculates the Actual ATRR, Actual S19ARR, Actual

S1RR, Actual Rates, and Customer True-up Adjustments.

Oct. 2020 Annual Update – No later than the first Business Day in October 2020, PSCo populates the Formula Rate Template with Rate Year 2021 budgeted/estimated data and calculates the Estimated ATRR, Estimated S19ARR, Estimated S1RR, and Estimated Rates to be effective January 1, 2021. PSCo develops the Ancillary Service Schedule 2, 3, 3A, 5, 6 and 16 Rates, also to be effective January 1, 2021, by populating the respective Ancillary Service Rate Templates with actual 2019 data from PSCo's 2019 FERC Form 1 and books and records.

This sequencing pattern thereafter continues.

Section 6 Annual Review Procedures

Each Annual Update and Annual True-up shall be subject to the following review procedures ("Annual Review Procedures"):

a. Customer Review

In the course of the two-stage Annual Review each year, Interested Parties shall have one hundred and thirty (130) calendar days after each of the Annual Update Customer Meeting and the Annual True-up Customer Meeting to serve information requests ("Data Requests") on PSCo with respect to the Annual Update and the Annual True-up, respectively. The Data Requests may be directed at any aspect of the implementation of or the inputs used in the Annual Update or Annual True-up, including the derivation of Estimated Rates, Actual Rates, Ancillary Service Schedule 1, 2, 3, 3A, 5, 6 and 16 Rates, or any associated issue raised at the Annual Update Customer Meeting or the Annual True-up Customer Meeting. The deadline for discovery may be extended by mutual consent. Nothing in this Section 6.a shall prohibit Interested Parties from submitting information requests to PSCo concerning the Annual Update and the Annual True-up, respectively, after the posting of the Annual Update and the Annual True-up but prior to the Annual Update Customer Meeting or the Annual True-up Customer Meeting.

b. PSCo Response to Data Requests

PSCo shall make a good faith effort to respond to any Data Requests within ten (10) Business Days after receipt. If a response requires additional time to prepare, PSCo shall promptly inform the requesting Interested Party and shall provide the response as soon as possible, but in no event later than thirty (30) calendar days after PSCo's receipt of the Data Request, unless the parties mutually agree otherwise. All Interested Parties shall be provided PSCo's responses to all Data Requests via electronic mail or other mutually acceptable means.

c. Discovery Dispute Resolution

To the extent PSCo and any Customer(s) are unable to resolve disputes related to any Data

Request or the adequacy of any response, PSCo or any Customer(s) may petition FERC to appoint an Administrative Law Judge as a discovery master. The discovery master shall have the power to issue binding orders to resolve discovery disputes and compel the production of discovery relating to application of the Formula Rate or population of the Formula Rate Template for the Rate Year in question, as appropriate, in accordance with these Implementation Procedures.

d. Use of Information from Annual Review Procedures

All information and correspondence produced pursuant to these Annual Review Procedures may be used in any Formal Challenge (as defined in Section 7.c., below) concerning the Formula Rate, any Federal Power Act ("FPA") Section 205, 206 or 306 filing concerning the Formula Rate, or in any other proceeding concerning the Formula Rate initiated at FERC pursuant to the FPA.

e. Confidential Information

PSCo may designate any response to a Data Request as confidential if the information conveyed in the response is not publicly available. Interested Parties shall treat such a designated response as non-public information provided in confidence. Interested Parties may use confidential responses to Data Requests in connection with any informal dispute resolution process commenced pursuant to Section 7. Interested Parties may also use confidential responses to Data Requests in any Formal Challenge (as defined in Section 7.c., below) concerning the Formula Rate, in any FPA Section 205, 206 or 306 filing concerning the Formula Rate, or in any other proceeding concerning the Formula Rate initiated at FERC pursuant to the FPA; provided, however, when so used, such Data Response(s) shall initially be filed under seal (unless the claim of confidentiality is waived by PSCo), subject to a later determination by the presiding administrative authority that the material is, in whole or in part, not entitled to confidential treatment.

Section 7 Annual Update and Annual True-up Informal Resolution Procedures and Challenges

PSCo and the Customer(s) shall undertake good faith efforts to resolve any disputes through the informal dispute resolution procedures described below before a Formal Challenge is filed with FERC.

a. Specific Challenges

Unless the parties mutually agree otherwise, any Customer shall have the longer of one hundred and seventy-five (175) calendar days after an Annual Update Customer Meeting and after an Annual True-up Customer Meeting or fifteen (15) calendar days after PSCo has fully responded to all proper and timely Data Requests related to an Annual Update or an Annual True-up, to review the Annual Update or the Annual True-up and notify PSCo in writing of specific challenges to such Annual Update or Annual True-up. PSCo or Customer(s) may request, with at least ten (10) calendar days' written notice, that additional meetings be held between PSCo and Interested Parties to discuss specific areas of concern. Failure to notify PSCo of a specific challenge to an Annual Update or an Annual True-up within such time limits

shall not bar pursuit of informal dispute resolution of such issue(s) by a specific challenge made in a subsequent Annual Update or Annual True-up.

b. Informal Dispute Resolution

Non-executive representatives of PSCo and the Customer(s) shall attempt to resolve a specific challenge within thirty (30) calendar days of written notification (or a longer period if the parties mutually agree to extend such period) of such specific challenge. If non-executive representatives are unable to resolve a specific challenge, senior management representatives of PSCo and the Customer(s), who have the authority to negotiate and settle such disputes, shall meet and attempt to resolve the specific challenge. All Interested Parties will be served notice of each specific challenge and copies of correspondence related thereto.

c. Formal Dispute Resolution

If the senior management representatives of PSCo and the Customer(s) are unable to resolve a specific challenge within thirty (30) calendar days after the dispute is referred to them (or a longer period if the parties mutually agree to extend such period), then the Customer(s) may pursue such formal dispute resolution as may be available to them under the Federal Power Act and FERC's regulations ("Formal Challenge"). PSCo may raise both substantive and procedural defenses against such a Formal Challenge except as set out at the end of the following sentence. A decision not to file a Formal Challenge for a given Annual True-up or Annual Update, does not preclude the Customers raising the same or other issues as a specific challenge to a subsequent Annual Update or Annual True-up and, if they take that action, PSCo shall not assert that the prior failure to file a Formal Challenge is evidence of an accepted ratemaking practice.

d. Burden of Proof

In any proceeding ordered by FERC in response to a Formal Challenge raised under these Implementation Procedures, PSCo shall have the ultimate burden of proof as to the justness and reasonableness of the charges resulting from its application of the Formula Rate, and as to whether it properly applied the Formula Rate and these Implementation Procedures.

Section 8 Changes to Stated Inputs in the Formula Rate

a. Stated Inputs

The following Formula Rate inputs, as agreed to in the settlement of Docket No. ER12-1589-000, shall be stated values to be used in the Formula Rate (both for the Annual Update and the Annual True-up) until changed by a filing pursuant to Section 205 of the FPA or by order of the Commission pursuant to Section 206 of the FPA:

(i) the rate of return on common equity ("ROE");

(ii) depreciation rates and amortization periods, including amortization periods for FERC-approved regulatory assets and liabilities and acquisition adjustments (as set forth in Table 25 to the Formula Rate);

(iii) the actual costs of Post-Employment Benefits Other than Pensions pursuant to Statement of Financial Accounting Standards No. 106 Employers' Accounting for PBOP charges, as approved by Order of the FERC;

(iv) Percent of Production Plant for Dual Use;

(v) Real Power Losses;

(vi) Ancillary Service Schedules 3, 3A 5, 6, and 16 percentage of reserved capacity used for billing purposes; and

(vii) Ancillary Service Schedules 3 and 3A, and 16 Required Capacity, and 12 Coincident Peak Load used to calculate the Reserve Obligation.

b. ROE

The stated return on common equity ("ROE"), effective November 17, 2012, shall be established pursuant to a final Commission order on ROE in Docket No. ER12-1589-000. Thereafter, the ROE shall not be changed unless and until PSCo or the Customer(s) has (have) filed for a different ROE pursuant to Section 205 and 206 of the FPA, respectively.

c. PBOP Charges

PBOP charges shall be determined for each Annual True-Up pursuant to the procedure described in Section 3.

d. Cash Working Capital

The stated amount for Cash Working Capital ("CWC") shall be set at zero dollars and shall not be changed until PSCo or the Customer(s) has(have) filed for a different level of recovery pursuant to Section 205 and 206 of the FPA, respectively.

e. Extraordinary Property Losses

The balance for Extraordinary Property Losses shall be set at zero dollars and shall not be changed until PSCo has filed under Section 205 of the FPA for recovery of such loss(es) and FERC has authorized the recovery of such losses. The FERC-approved amortized annual amount for Extraordinary Property Losses shall be includable in the Formula Rate for Annual Update and Annual True-up purposes for the number of partial or full Rate Years that coincide with the approved amortization period.

f. Construction Work in Progress

The balance for Construction Work in Progress ("CWIP") shall be set at zero dollars and shall not be changed until PSCo has filed for and received FERC approval to include CWIP related to specific projects in rate base for the Formula Rate pursuant to a filing under Section 205 of the FPA.

g. Abandoned Plant

The balance for Abandoned Plant shall be set at zero dollars and shall not be changed until PSCo has filed under Section 205 of the FPA for recovery of costs associated with Abandoned Plant and FERC has approved the recovery of such costs together with an allowable annual amount and an amortization period. The FERC-approved amortized annual amount for costs associated with Abandoned Plant shall be includable in the Formula Rate for Annual Update and Annual True-up purposes for the number of partial or full Rate Years that coincide with the approved amortization period.

h. Formula Rate Inputs Not Requiring FERC Filing

As distinguished from the Formula Rate restrictions with respect to CWIP, CWC, Extraordinary Property Losses, and Abandoned Plant where PSCo must make a FPA Section 205 filing to change an existing Formula Rate input of zero dollars, the Formula Rate may, in any given year, reflect a number of FERC Accounts where the Formula Rate inputs also are zero dollars. For those years in which there the Formula Rate inputs are other than zero dollars, PSCo may change such inputs without the need to make a FPA Section 205 filing with FERC. Such Formula Rate inputs include but may not be limited to the following:

(i) scheduling, system control and dispatch services operating expense (recorded in FERC Account 561.4);

(ii) underground lines operating expense (recorded in FERC Account 564);

(iii) maintenance of structures (recorded in FERC Account 569);

(iv) maintenance of computer hardware, computer software, communication equipment and regional transmission plant (recorded in FERC Accounts 569.1, 569.2, 569.3 and 569.4);

(v) maintenance of underground lines (recorded in FERC Account 572);

(vi) maintenance of miscellaneous transmission plant (recorded in FERC Account 573);

(vii) franchise requirements (recorded in FERC Account 927);

(viii) preferred stock (recorded in FERC Account 204);

(ix) preferred stock dividends (recorded in FERC Account 437);

(x) interest on debt to associated companies, long-term debt portion only (recorded in FERC Account 430);

(xi) amortization of premium on debt (recorded in FERC Account 429); and,

(xii) amortization of gain on reacquired debt (recorded in FERC Account 429.1).

i. Asset Retirement Obligations

There are no Asset Retirement Obligations ("AROs") recovered in the Formula Rate. Any proposal by PSCo to recover AROs will require a FPA Section 205 filing.

j. Mountain Pine Beetle

PSCo filed in FERC Docket No. ER12-1589-000 to include and thereby recover in the Formula Rate, effective January 1, 2013, a proposed two-year amortization of the costs PSCo incurred combating the Mountain Pine Beetle infestation of Colorado forests for the period prior to January 1, 2013. These costs have been deferred as authorized by the Commission in Docket No. AC11-186-000. The parties to the docket agreed by settlement to a three-year amortization. When approved by the Commission in Docket No. ER12-1589-000, these costs shall be includable in the Formula Rate for Annual Update and Annual True-up purposes for the number of partial or full Rate Years that coincides with the amortization period accepted by the Commission.

k. San Luis-Calumet-Comanche Transmission Project

PSCo filed in Docket No. ER12-1589-000 to include and thereby recover in the Formula Rate a proposed two-year amortization of 50 percent (50%) of the pre-construction costs that PSCo incurred in connection with the San Luis-Calumet-Comanche transmission project. PSCo will no longer build this project. The parties to the docket agreed by settlement to a three-year amortization. When approved by the Commission in Docket No. ER12-1589-000, these costs shall be includable in the Formula Rate for Annual Update and Annual True-up purposes for the number of partial or full Rate Years that coincides with the amortization period accepted by the Commission. The Wholesale share of 50 percent of the pre-construction costs will be recovered in the formula rates over a 3 year period beginning with the effective date of the Formula Rate. The Wholesale share of the other 50 percent will be booked to Account No. 426.5 and absorbed by the Company.

l. Rate Case Expenses

PSCo filed in Docket No. ER12-1589-00 to include and thereby recover in the Formula Rate a proposed two-year amortization of rate case expenses that PSCo incurred in connection with approval of the Formula Rate. The parties to the docket agreed by settlement to a three-year amortization. When approved by the Commission in Docket No. ER12-1589-000, these costs shall be includable in the Formula Rate for Annual Update and Annual True-up purposes for the number of partial or full Rate Years that coincides with the amortization period accepted by the Commission.

As distinguished from the expenses associated explicitly with Docket No. ER12-1589-000, ongoing expenses associated with the Formula Rate (*e.g.*, Annual Update costs; Annual True-up costs) shall be expensed in the Rate Year in which such costs are incurred.

Section 9 Changes to Annual True-Up

Changes to PSCo's FERC Form 1 data or changes that affect Supplemental Data, which

changes are made subsequent to completion of the Annual True-up, shall trigger a True-up Adjustment to be reflected in the subsequent Annual True-up. Any change to such input data will be provided by PSCo to the Customer(s) as soon as possible, together with an explanation of the change(s) and a repopulated Formula Rate Template for the applicable Rate Year(s) that demonstrates the effect of the change. Customers shall have all of the rights afforded by these Implementation Protocols to investigate and protest such changes, with all dates running from the date PSCo provides the Customer(s) with changed input data.

Section 10 Changes to or Termination of Formula Rates

PSCo and Customers reserve their respective rights under Sections 205 and 206 of the FPA, respectively, to seek modification of or termination of the Formula Rate. PSCo shall provide to the Customers a copy of any proposed Section 205 filing at least thirty (30) calendar days prior to making the filing and shall offer to meet with Interested Parties to discuss the proposed filing prior to its submission to FERC. The Customers shall provide similar advance notice and opportunity to meet prior to making a Section 206 filing. Unless PSCo and the Customers(s) mutually agree otherwise, PSCo or the Customer(s) shall request in any such FPA Section 205 or 206 that the effectiveness of any proposed modification or termination of the Formula Rate be coincident with the beginning of the next Rate Year.

The advance notification and meeting requirements set forth above shall not apply in the event that FERC mandates any changes in the format of the FERC Form 1 or the USoA, or otherwise issues a ruling that necessitates a modification to the Formula Rate. In such event, PSCo may propose a modification to the Formula Rate without notice by making a FPA Section 205 filing at any time. Such filing, however, may not be used by either PSCo or Customers to raise issues unrelated to such FERC-required changes. Moreover, if such a change in the Formula Rate is required for the reasons described in this paragraph, the FPA Section 205 filing may include a request for waiver of applicable notice requirements as may be necessary to permit the change to become effective for the Annual Update or Annual True-up for the applicable Rate Year.

Section 11 True-up for Departed Customer

A Customer that ceases taking transmission service from PSCo will remain subject to the true-up provisions of the Formula Rate applicable to the Estimated Rates collected during the period of time that the Customer was taking service pursuant to the Formula Rate. As the result of such true-up, the departed Customer may be liable for an additional payment due to PSCo or entitled to a refund from PSCo. The True-up calculation will be made as part of the Annual True-up and, therefore, may not be available coincident with the date of the Customer's departure.

Section 12 Miscellaneous

a. Inter-Company Cost Allocation

It is understood that Xcel Energy Services Inc. ("XES"), PSCo's service company affiliate, may undertake activities on behalf of PSCo under these Implementation Procedures. XES will allocate certain costs among PSCo and PSCo's affiliates pursuant to the allocation methodology in place at the time the Formula Rate becomes effective, as set forth in PSCo's 2011 FERC

Form No. 60. PSCo will advise the Customers of any proposed change to such allocation methodology pursuant to Section 4(a)(iii). Any proposed modification to the allocation methodology that has the effect of increasing charges produced by the Formula Rate shall be subject to Section 7 of these Implementation Procedures.

b. Customer Right to Audit

Any Customer shall have the right not more than once in any twelve (12) month period to audit, at Customer's expense, PSCo's books and records. A Customer requesting to audit PSCo's books and records shall give a minimum of (14) calendar days' written notice to PSCo of its desire to conduct an audit. PSCo may schedule the timing of Customer Audit such that it does not conflict with other scheduled audits. PSCo shall notify all Customers of a Customer-initiated audit request and shall cooperate with Customers seeking to conduct a joint audit. In the event the audit reveals any errors in the Annual True-up, PSCo and the Customer(s) shall resolve such errors in accordance with Section 7 of these Implementation Procedures.

c. No Waiver of Statutory Rights

Nothing contained in these Transmission Formula Rate Implementation Procedures shall limit or prohibit the right of any Customer to file a request for relief under Sections 206 or 306 of the FPA and FERC's regulations to challenge PSCo's application of the Formula Rate or the prudence of any expense flowed through the formula rate or to seek to change or terminate the Formula Rate.

ATTACHMENT O -SPS
Southwestern Public Service Company Formulaic Rates

Rate Formula Template
Utilizing Projected Data
For rates effective 01/01/20yy

Table 1

SOUTHWESTERN PUBLIC SERVICE COMPANY

Line No.	(1)	(2)	(3)	(4)	(5)
					Transmission Amount
1	PROJECTED REVENUE REQUIREMENT	(ln 45)			$ -
2	PRIOR YEAR TRUE UP ADJUSTMENT	Input			
3	INTEREST ON PRIOR YEAR TRUE UP ADJUSTMENT - Input				
4	PRIOR PERIOD CORRECTION TRUE UP ADJUSTMENT (Worksheet A.1 Ln 52)				$ -
5	INTEREST ON PRIOR PERIOD CORRECTION TRUE UP ADJUSTMENT (Worksheet A.1 Ln 53)				$ -
6	PROJECTED REVENUE REQUIREMENT WITH TRUE UP & PRIOR PERIOD CORRECTION	(ln 1 + sum lines 2 through 5)			$ -
7	DIVISOR				
8	Transmission Network Load	(Worksheet C)			-
9	RATES				
10	Annual Cost ($/kW/Yr)	(ln 6 / ln 8)	-		
11	Network & P-to-P Rate ($/kW/Mo)	(ln 10 / 12)	-		
			Peak		Off-Peak
12	Weekly P-To-P Rate ($/kW/Wk)	(ln 10 / 52; ln 10 / 52)	-		-
13	Daily P-To-P Rate ($/kW/Day)	(ln 12 / 6; ln 12 / 7)	-	Capped at weekly rate	-
14	Hourly P-To-P Rate ($/MWh)	(ln 13 / 16; ln 13 / 24 both x 1,000)	-	Capped at weekly & daily rate	-
15	METER CHARGE				Charge
16	Revenue Requirement	(Worksheet N)			$0
17	Number of Delivery Points	(Worksheet N)			0
18	Annual Meter Charge ($ per delivery point)	(ln 16 / ln 17)			$0
19	Monthly Meter Charge ($ per delivery point)	(ln 18 / 12)			$0
20	RADIAL LINE CHARGE (Worksheet A-2)		(Annual Charge)		Monthly Charge
21		(Worksheet A-2, Ln xx, Col m)	$0		$0
22		(Worksheet A-2, Ln xx, Col m)	$0		$0
23		(Worksheet A-2, Ln xx, Col m)	$0		$0
24		(Worksheet A-2, Ln xx, Col m)	$0		$0
25		(Worksheet A-2, Ln xx, Col m)	$0		$0
26		(Worksheet A-2, Ln xx, Col m)	$0		$0
27		(Worksheet A-2, Ln xx, Col m)	$0		$0
27a	ONE-TIME REFUND (NOTE 1)				Total One-Time Refund
27b					$
27c					$
27d					$
27e					$
27f					$
27g					$
27h					$

27i (Note 1:)
27j One-time refund of the Lubbock Power and Light Hold Harmless Payment in October of 2021.

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Rate Formula Template
Utilizing Projected Data
For the Billing Period 01/01/yy to 12/31/yy
SOUTHWESTERN PUBLIC SERVICE COMPANY

Table 2

Line No.	(1)	(2)	(3)	(4)		(5) Transmission Amount
28	PROJECTED REVENUE REQUIREMENT (w/o incentives)	(ln 141)				$ -
29	REVENUE CREDITS	(Note A)	Total	Allocator		
30	Account No. 454	(Worksheet B)	-	DA	1.00000	$ -
31	Account No. 456.1	(Worksheet B)	-	DA	1.00000	-
31.1	Account No. 421.1 (or other applicable acct)	(Worksheet B)	-	DA	1.00000	
31.2	Account No. 456.0	(Worksheet B)	-	DA	1.00000	
32	Total Revenue Credits					$ -
33	NET REVENUE REQUIREMENT (w/o incentives)	(ln 28 less ln 32)				$ -
34	NET PLANT CARRYING CHARGE (w/o incentives) (Note B)					
35	Annual Rate	(ln 33 / ln 62 x 100)				0.00%
36	Monthly Rate	(ln 35 / 12)				0.00%
37	GROSS PLANT CARRYING CHARGE (w/o incentives) (Note B)					
38	Annual Rate	(ln 33 / ln 48 x 100)				0.00%
39	NET PLANT CARRYING CHARGE, W/O DEPRECIATION (w/o incentives) (Note B)					
40	Annual Rate	((ln 33 - ln 114) / ln 62 x 100)				0.00%
40.1	BPU Depreciation Rate	(ln 114 / ln 48)				0.00%
41	NET PLANT CARRYING CHARGE, W/O DEPRECIATION, INCOME TAXES AND RETURN (Note B)					
42	Annual Rate	((ln 33 - ln 114 - ln 138 - ln 139) / ln 62 x 100)				0.00%
43	ADDITIONAL REVENUE REQUIREMENT (w/incentives) (Note C - Worksheet R)					$ -
44	Projected SPP Base Plan Upgrades Revenue Requirement (WsP BPU Summary col (c) total and Note I)					$ -
44a	SPP Base Plan Upgrades Revenue Requirement Prior Year True-up Adjustment (Input)					$ -
44b	SPP Base Plan Upgrades Revenue Requirement Interest on Prior Year True-up Adjustment (Input)					$ -
44c	SPP Base Plan Upgrades Revenue Requirement (Amount Provided to SPP for Next Billing Period)(sum lines 44, 44a ,and 44b)					$ -
45	PROJECTED REVENUE REQUIREMENT	(ln 33 + ln 43 - ln 44c)				$ -

****PROJECTED****

Rate Formula Template
Utilizing Projected Data
For the Billing Period 01/01/yy to 12/31/yy

Table 3

SOUTHWESTERN PUBLIC SERVICE COMPANY

Line No.	**RATE BASE CALCULATION** (1)	**Data Sources (See "General Notes")** (2)	**Total** (3)	**Allocator** (4)		**Total Transmission** (5)
46	GROSS PLANT IN SERVICE					
47	Production	(WsD.1 , Ln 6)	-	NA		
48	Transmission	(WsD.1 , Ln 11)	-	TP	0.00000	-
49	Distribution	(WsD.1 , Ln 16)	-	NA		
50	General Plant	(WsD.1 , Ln 21)	-	W/S	0.00000	-
51	Intangible Plant	(WsD.1 , Ln 23)	-	W/S	0.00000	-
52	TOTAL GROSS PLANT	(sum lns 47 to 51)	-	**GP=**	**0.00000**	-
53	ACCUMULATED DEPRECIATION					
54	Production	(WsD.1 , Ln 39)	-	NA		
55	Transmission	(WsD.1 , Ln 44)	-	TP	0.00000	-
56	Distribution	(WsD.1 , Ln 49)	-	NA		
57	General Plant	(WsD.1 , Ln 54)	-	W/S	0.00000	-
58	Intangible Plant	(WsD.1 , Ln 56)	-	W/S	0.00000	-
59	TOTAL ACCUMULATED DEPRECIATION	(sum lns 54 to 58)	-			-
60	NET PLANT IN SERVICE					
61	Production	(ln 47 - ln 54)	-	NA		
62	Transmission	(ln 48 - ln 55)	-			-
63	Distribution	(ln 49 - ln 56)	-	NA		
64	General Plant	(ln 50 - ln 57)	-			-
65	Intangible Plant	(ln 51 - ln 58)	-			-
66	TOTAL NET PLANT IN SERVICE	(sum lns 61 to 65)	-	**NP=**	**0.00000**	-
67	ADJUSTMENTS TO RATE BASE	(Note D)				
68	Account No. 281 (enter negative)	273.8.k (Worksheet E)	-	NA		
69	Account No. 282 (enter negative)	275.2.k (Worksheet E)	-	DA		-
70	Account No. 283 (enter negative)	277.9.k (Worksheet E)	-	DA		-
71	Account No. 190	234.8.c (Worksheet E)	-	DA		-
72	Account No. 255 (enter negative)	267.8.h		DA		-
72.1	Account No. 254 Excess ADIT	(Worksheet E)	-	DA		-

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72.2	Account No. 182.3 Deficient ADIT	(Worksheet E)	-	DA		-
73	Account No. 107	(WsQ , Ln 15, Col C)	-	TP	0.00000	-
74	Net Pre-Funded AFUDC on CWIP included in Rate Base (enter negative)	(Note E) (Worksheet Q, ln 30)	-	TP	0.00000	-
75	Unamortized Balance of Abandoned Incentive Plant	(Note E) (Worksheet E)	-	TP	0.00000	-
76	Unamortized Balance of Extraordinary Property Loss	(Note E) (Worksheet E)	-	TP	0.00000	-
77	TOTAL ADJUSTMENTS	(sum lns 68 to 76)	-			-
78	LAND HELD FOR FUTURE USE (Note F)	(WsD , Ln 84, Col d)	-	TP	0.00000	-
79	WORKING CAPITAL					
80	CWC	(Note G)				
81	Materials & Supplies - Transmission	(WsF , Ln 71, Col d)	-	TP	0.00000	-
82	Materials & Supplies - Other	(WsF , Ln 72, Col d)	-	GP	0.00000	-
83	Prepayments (Account 165) Plant Related	(WsF , Ln 12, Col d)	-	GP	0.00000	-
84	Prepayments (Account 165) Labor Related	(WsF , Ln 18, Col d)	-	W/S	0.00000	-
85	Prepayments (Account 165) Transmission Related	(WsF , Ln 23, Col d)	-	TP	0.00000	-
86	Prepayments (Account 165) Other Not Allocated	(WsF , Ln 31, Col d)	-	NA	0.00000	-
87	TOTAL WORKING CAPITAL	(sum lns 80 to 86)	-			-
87.1	UNFUNDED REAERVES					
87.2	Unfunded Reserves	(WsF.1. Total Proj., Col 11	-	DA		
88	BALANCE OF NETWORK CREDITS (enter negative) (Note H)		-	TP	0.00000	-
89	RATE BASE (sum lns 66, 77, 78, 87,87.2, 88)		-			-

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Rate Formula Template
Utilizing Projected Data
For the Billing Period 01/01/yy to 12/31/yy

Table 4

SOUTHWESTERN PUBLIC SERVICE COMPANY

Line No.	**EXPENSE, TAXES, RETURN & REVENUE REQUIREMENTS CALCULATION** (1)	**Data Sources (See "General Notes")** (2)	**Total** (3)	**Allocator** (4)		**Total Transmission** (5)
90	OPERATION & MAINTENANCE EXPENSE					
91	Transmission	(WsG , Ln 34, Col c)	-			
92	Less Total Account 561	(WsG , Ln 36, Col c)	-			
93	Add Back Account 561.6	(WsG , Ln 37, Col c)	-			
94	Add Back Account 561.7	(WsG , Ln 38, Col c)	-			
95	Less Total Account 565	(WsG , Ln 39, Col c)	-			
96	Transmission O&M Expense Adjustment	(WsG , Ln 40, Col c)	-			
97	Transmission Subtotal	(ln 91 - ln 92 + ln 93 + ln 94 - ln 95 + ln 96)	-	TP	0.00000	-
98	Administrative and General	(WsG , Ln 63, Col c)	-			
99	Less: Acc. 928, Reg. Com. Exp.	(WsG , Ln 53, Col c)	-			
100	Acct. 930.1, Gen. Advert. Exp.	(WsG , Ln 55, Col c)	-			
101	Acct. 930.2, Miscellaneous Gen. Exp.	(WsG , Ln 56, Col c)	-			
102	Acc. 924, Property Insurance	(WsG , Ln 50, Col c)	-			
103	Balance of A & G	(ln 98 - sum ln 99 to ln 102)	-	W/S	0.00000	-
104	Plus: Acct. 924, Property Insurance	(ln 102)	-	GP	0.00000	-
105	Acct. 928 - Transmission Specific	(Note K) (WsH ln 10, col D)	-	DA	1.00000	-
106	Acct. 928 - Transmission Allocated	(Note K) (WsH ln 10, col E)	-	TP	0.00000	-
107	Acct. 930.2 - Transmission Specific	(Note K) (WsH ln 21, col D)	-	TP	0.00000	-
108	Acct. 930.2 - Transmission Allocated	(Note K) (WsH ln 21, col E)	-	W/S	0.00000	-
109	Transmission Safety and Siting Advertising	(Note K) (WsH ln 30, col B)	-	TP	0.00000	-
110						
111	A & G Subtotal	(sum lns 103 to 109)	-			-
112	TOTAL O & M EXPENSE	(ln 97 + ln 111)	-			-
113	DEPRECIATION AND AMORTIZATION EXPENSE					
114	Transmission	(WsI, Ln 5, Col d)	-	TP	0.00000	-
115	Plus: Pre-Funded AFUDC Amortization	(Note E) (Worksheet Q, ln 31)	-	TP	0.00000	-
116	Plus: Recovery of Abandoned Incentive Plant	(Note E) (Worksheet E)	-	TP	0.00000	-

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117	Plus: Recovery of Extraordinary Property Loss	(Note E) (Worksheet E)	-	TP	0.00000	-
118	General	(Wsl, Ln 9, Col d)	-	W/S	0.00000	-
119	Intangible	(Wsl, Ln 11, Col d)	-	W/S	0.00000	-
120	TOTAL DEPRECIATION AND AMORTIZATION	(sum lns 114 to 119)	-			-
121	TAXES OTHER THAN INCOME	(Note L)				
122	Labor Related					
123	Payroll	(Worksheet J) 263.i	-	W/S	0.00000	-
124	Plant Related					
125	Property	(Worksheet J) 263.i	-	GP	0.00000	-
126	Franchise & Gross Receipts	(Worksheet J) 263.i	-	NA		-
127	Other Tax	(Worksheet J) 263.i	-	GP	0.00000	-
128	TOTAL OTHER TAXES	(sum lns 123 to 127)	-			-
129	INCOME TAXES	(Note M)				
130	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =		0.00%			
131	CIT=(T/1-T) * (1-(WCLTD/R)) =		0.00%			
132	where WCLTD=(ln 160) and R= (ln 163)					
133	and FIT, SIT & p are as given in Note M.					
134	1 / (1 - T) = (from ln 130)		-			
135	Amortized Investment Tax Credit (enter negative)	(Worksheet J) 266.8.f	-			
135.1	(Excess)/Deficient ADIT Amortization - Plant	(Note P) (Worksheet D.4)	-			
135.2	(Excess)/Deficient ADIT Amortization - Non-Plant	(Note P) (Worksheet D.4)	-			
136	Income Tax Calculation	(ln 131 * ln 139)	-			-
137	ITC adjustment	(ln 134 * ln 135)	-	NP	0.00000	-
137.1	(Excess)/Deficient ADIT Amortization - Plant	(ln 134 * ln 135.1)	-	DA	0.00000	-
137.2	(Excess)/Deficient ADIT Amortization - Non-Plant	(ln 134 * ln 135.2)	-	DA	0.00000	-
138	TOTAL INCOME TAXES	(sum lns 136 to 137.2)	-			-
139	RETURN (Rate Base * Rate of Return)	(ln 89 * ln 163)	-			-
140	INTEREST ON NETWORK CREDITS	(Note H)	-	TP	0.00000	-
141	REVENUE REQUIREMENT	(sum lns 112, 120, 128, 138, 139, 140)	-			-

****PROJECTED****

Rate Formula Template
Utilizing Projected Data
For the Billing Period 01/01/yy to 12/31/yy

Table 5

SOUTHWESTERN PUBLIC SERVICE COMPANY

SUPPORTING CALCULATIONS

Line No.	(1)	(2)	(3)	(4)		(5)
142	TRANSMISSION PLANT INCLUDED IN OATT Transmission Rate (Note N)					
143	Total transmission plant	(ln 48)				-
144	Less Generator Step-up facilities	(WsD.1 , Ln 145)				-
145	Less Radial Line facilities	(Worksheet O)				-
146	Transmission plant included in OATT Trans Rate	(ln 143 - ln 144 - ln 145)				-
147	Percent of transmission plant in OATT Trans Rate	(ln 146 / ln 143)			**TP=**	**0.00000**
148	WAGES & SALARY ALLOCATOR (W/S)	(Note O)				
149	Production	(WsG , Ln 69, Col e)	-	NA		-
150	Transmission	(WsG , Ln 70, Col e)	-	TP	0.00000	-
151	Regional Market	(WsG , Ln 71, Col e)	-	NA		-
152	Distribution	(WsG , Ln 72, Col e)	-	NA		-
153	Other	(WsG , Ln 73, Col e)	-	NA		-
154	Total	(sum lns 149 to 153)	-			-
155	W/S Allocator				**W/S=**	**0.00000**
156	RETURN (R)					$
157		Long Term Interest (Worksheet K, Ln 51, Col d)				-
158		Preferred Dividends (Worksheet K, Ln 56, Col d)				-

159		$	%	Cost	Weighted
160	Long Term Debt (Worksheet K, Ln 17, Col o)	-	0.00%	0.0000	0.0000
161	Preferred Stock (Worksheet K, Ln 5, Col o)	-	0.00%	0.0000	0.0000
162	Common Stock (Worksheet K, Ln 9, Col o)	-	0.00%	0.1050	0.0000
163	Total (sum lns 160 to 162)	-		**R**	**0.0000**

Rate Formula Template — Table 6

****PROJECTED**** **Utilizing Projected Data**

For the Billing Period 01/01/yy to 12/31/yy

SOUTHWESTERN PUBLIC SERVICE COMPANY

General Notes: a) References to data from FERC Form 1 are indicated as: page#.line#.col.#

Note Letter

A The revenues credited shall include amounts received directly from the SPP for service under this tariff reflecting SPS's integrated transmission facilities. Revenues associated with FERC annual charges, gross receipts taxes, ancillary services or other facilities revenues shall be excluded from the definition of transmission facilities under this tariff shall not be included as revenue credits. Revenue from coincident peak loads included in the DIVISOR are also not included as revenue credits unless this revenue is offset by a corresponding expense. See Worksheet B for details.

B The annual and monthly net and gross plant carrying charges on page 2 are to be used to compute the revenue requirement for directly assigned facilities,any Base Plan Upgrades, distribution facilities, and radial lines.

C This additional revenue requirement is determined using a net plant carrying charge (fixed carrying charge or FCR) approach. Worksheet R shows the calculation of the additional revenue requirements for each project receiving incentive rate treatment, as accepted by FERC by a separate docket. These individual additional revenue requirements shall be summed, for the then current year, and included here.

D Reflects the transmission related portion of balances in Accounts 281, 282, 283, 190, and 255 as adjusted by any amounts in contra accounts identified as regulatory assets or liabilities related to FASB 106, 109, 133,158 or FASB Interpretation No. 48. Balance of Account 255 is reduced by prior flow throughs and completely excluded if the utility chose to utilize amortization of tax credits against taxable income as discussed in Note M. The calculation of ADIT for both the true-up and the annual projection will be performed in accordance with IRS regulation Section 1.167(l)-1(h)(6 The Annual True-Up for a given year will use the same methodology that was used to project that year's rates. (Except for ADIT Proration which is described on Table 21A of the template.)

E Includes any incentive Construction Work in Progress (CWIP), any related Allowance for Funds Used During Construction (AFUDC), any unamortized balances related to the recovery of abandoned incentive plant costs, any extraordinary property losses and any related depreciation and amortization expense amounts. Formula amounts for all of the foregoing items will remain at $0 until approved by FERC under a separate docket.

F Includes only transmission related or functionally booked as transmission land held for future use.

G Cash Working Capital will be set at and remain $0 until such time as SPS files and receives FERC approval for a lead/lag study.

H Equal to the balance of Network Facilities Upgrades Credits, net of accumulated depreciation, due transmission customers that made lump-sum payments towards the construction of Network Transmission Facilities consistent with Paragraph 657 of Order 2003-A. Excludes interest since interest is added to the revenue requirement on line 140.

I The base plan upgrade revenue requirement will be updated annually in the Annual Update. The BPU revenue requirement will be a projected amount with a true-up to actual adjustment. The updated revenue requirement will be provided to the SPP no later than November 15 for billings effective January 1.

J (Reserved for future use)

K Includes all Regulatory Commission expense itemized in FERC Form 1 at 351.h. Show in Worksheet H how these expense items are assigned to transmission.
FERC Assessment Fees, General Advertising, and Industry Association Dues and Research and Developments costs recorded in 930.2 shall not be assigned to transmission. A & G expenses shall Include specific transmission safety-related advertising and transmission siting advertising costs.

The annual PBOP expense amount will be based on the PBOP expense amount reported in SPS's most recent annual actuarial valuation report as of the date of SPS's Annual Update. SPS will provide a copy of that actuarial report as part of its Annual Update and its Annual Informational Filing to the Commission.
NERC fees recorded in Acct. 928, Regulatory Commission Expenses, or in Acct. 165, Prepayments, shall be excluded from the formula.

L Includes only FICA, unemployment, highway, property and other assessments charged in the current year. Gross receipts tax, taxes related to income, retail and non-transmission related taxes are excluded.

M The currently effective income tax rate, where FIT is the Federal income tax rate; SIT is the State income tax rate, and p = "the percentage of federal income tax deductible for state income taxes". If the utility is taxed in more than one state, it must attach a work paper showing the name of each state and how the blended or composite SIT was developed. Furthermore, a utility that elected to utilize amortization of tax credits against taxable income, rather than book tax credits to Account No. 255 and reduce rate base, must reduce its income tax expense by the amount of the Amortized Investment Tax Credit (Form 1, 266.8.f) (ln 135) multiplied by (1/1-T) . If the applicable tax rates are zero enter 0.

Inputs Required:			
	FIT =	0.00%	
	SIT= (Worksheet L)	0.00%	(State Income Tax Rate or Composite SIT)
	p =	0.00%	(percent of FIT deductible for state purposes)

N Removes the dollars of plant booked to transmission plant that is excluded from the Tariff because it does not meet the Tariff's definition of Transmission Facilities, or is booked to transmission (e.g. step-up transformers) that is included in the development of OATT ancillary service rates, or is otherwise not eligible to be recovered under this Tariff.

O Enter dollar amounts. Includes service company labor. Does not include contract labor.

P Includes the amortization of any excess/deficient deferred income taxes resulting from changes to income tax laws, income tax rates (including changes in apportionment) and other actions taken by a taxing authority. Excess and deficient deferred income taxes will reduce or increase tax expense by the amount of the excess or deficiency multiplied by (1/(1-T)).

****ACTUAL****

Rate Formula Template
Utilizing FERC Form 1 Actual Data
For the Billing Period 01/01/yy to 12/31/yy

Table 7

SOUTHWESTERN PUBLIC SERVICE COMPANY

Line No.	(1)	(2)	(3)	(4)		(5) Transmission Amount
164	REVENUE REQUIREMENT (w/o incentives)	(ln 277)				$ -
165	REVENUE CREDITS	(Note A)	Total	Allocator		
166	Account No. 454	(Worksheet B)	-	DA	1.00000	$ -
167	Account No. 456.1	(Worksheet B)	-	DA	1.00000	-
167.1	Account No. 421.1 (or other applicable acct)	(Worksheet B)	-	DA	1.00000	-
167.2	Account No. 456.0	(Worksheet B)	-	DA	1.00000	-
168	Total Revenue Credits					$ -
169	NET REVENUE REQUIREMENT (w/o incentives)	(ln 164 less ln 168)				$ -
170	NET PLANT CARRYING CHARGE (w/o incentives) (Note B)					
171	Annual Rate	(ln 169 / ln 198 x 100)				0.00%
172	Monthly Rate	(ln 171 / 12)				0.00%
173	GROSS PLANT CARRYING CHARGE (w/o incentives) (Note B)					
174	Annual Rate	(ln 169 / ln 184 x 100)				0.00%
175	NET PLANT CARRYING CHARGE, W/O DEPRECIATION (w/o incentives) (Note B)					
176	Annual Rate	((ln 169 - ln 250) / ln 198 x 100)				0.00%
176.1	BPU Depreciation Rate	(ln 250 / ln 184)				0.00%
177	NET PLANT CARRYING CHARGE, W/O DEPRECIATION, INCOME TAXES AND RETURN (Note B)					
178	Annual Rate	((ln 169 - ln 250 - ln 274 - ln 275) / ln 198 x 100)				0.00%
179	ADDITIONAL REVENUE REQUIREMENT (w/incentives) (Note C - Worksheet R)					$ -
180	LESS SPP Base Plan Upgrades Revenue Requirement	(WsP BPU Summary col (d) total and Note I)				$ -
181	ACTUAL REVENUE REQUIREMENT	(ln 169 + ln 179 - ln 180)				$ -

****ACTUAL****

Rate Formula Template
Utilizing FERC Form 1 Actual Data
For the Billing Period 01/01/yy to 12/31/yy

Table 8

SOUTHWESTERN PUBLIC SERVICE COMPANY

Line No.	RATE BASE CALCULATION (1)	Data Sources (See "General Notes") (2)	Total (3)	Allocator (4)		Total Transmission (5)
182	GROSS PLANT IN SERVICE					
183	Production	(WsD.1 , Ln 78)	-	NA		
184	Transmission	(WsD.1 , Ln 83)	-	TP	0.00000	-
185	Distribution	(WsD.1 , Ln 88)	-	NA		
186	General Plant	(WsD.1 , Ln 93)	-	W/S	0.00000	-
187	Intangible Plant	(WsD.1 , Ln 95)	-	W/S	0.00000	-
188	TOTAL GROSS PLANT	(sum lns 183 to 187)	-	**GP=**	**0.00000**	-
189	ACCUMULATED DEPRECIATION					
190	Production	(WsD.1 , Ln 110)	-	NA		
191	Transmission	(WsD.1 , Ln 115)	-	TP	0.00000	-
192	Distribution	(WsD.1 , Ln 120)	-	NA		
193	General Plant	(WsD.1 , Ln 125)	-	W/S	0.00000	-
194	Intangible Plant	(WsD.1 , Ln 127)	-	W/S	0.00000	-
195	TOTAL ACCUMULATED DEPRECIATION	(sum lns 190 to 194)	-			-
196	NET PLANT IN SERVICE					
197	Production	(ln 183 - ln 190)	-	NA		
198	Transmission	(ln 184 - ln 191)	-			-
199	Distribution	(ln 185 - ln 192)	-	NA		
200	General Plant	(ln 186 - ln 193)	-			-
201	Intangible Plant	(ln 187 - ln 194)	-			-
202	TOTAL NET PLANT IN SERVICE	(sum lns 197 to 201)	-	**NP=**	**0.00000**	-
203	ADJUSTMENTS TO RATE BASE	(Note D)				
204	Account No. 281 (enter negative)	273.8.k (Worksheet E)	-	NA		
205	Account No. 282 (enter negative)	275.2.k (Worksheet E)	-	DA		-
206	Account No. 283 (enter negative)	277.9.k (Worksheet E)	-	DA		-
207	Account No. 190	234.8.c (Worksheet E)	-	DA		-
208	Account No. 255 (enter negative)	267.8.h		DA		-
208.1	Account No. 254 Excess ADIT	(Worksheet E)	-	DA		-
208.2	Account No. 182.3 Deficient ADIT	(Worksheet E)	-	DA		-
209	Account No. 107	(WsQ , Ln 46, Col C)	-	TP	0.00000	-
210	Net Pre-Funded AFUDC on CWIP included in Rate Base (enter negative)	(Note E) (Worksheet Q, ln 61)	-	TP	0.00000	-

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211	Unamortized Balance of Abandoned Incentive Plant	(Note E) (Worksheet E)	-	TP	0.00000	-
212	Unamortized Balance of Extraordinary Property Loss	(Note E) (Worksheet E)	-			-
213	TOTAL ADJUSTMENTS	(sum lns 204 to 212)	-			-
214	LAND HELD FOR FUTURE USE (Note F)	(WsD , Ln 84, Col h)	-	TP	0.00000	-
215	WORKING CAPITAL					
216	CWC	(Note G)				-
217	Materials & Supplies - Transmission	(WsF , Ln 79, Col d)	-	TP	0.00000	-
218	Materials & Supplies - Other	(WsF , Ln 80, Col d)	-	GP	0.00000	-
219	Prepayments (Account 165) Plant Related	(WsF , Ln 42, Col d)	-	GP	0.00000	-
220	Prepayments (Account 165) Labor Related	(WsF , Ln 48, Col d)	-	W/S	0.00000	-
221	Prepayments (Account 165) Transmission Related	(WsF , Ln 53, Col d)	-	TP	0.00000	-
222	Prepayments (Account 165) Other Not Allocated	(WsF , Ln 61, Col d)	-	NA	0.00000	-
223	TOTAL WORKING CAPITAL	(sum lns 216 to 222)	-			-
223.1	UNFUNDED RESERVES					
223.2	Unfunded Reserves	(WsF.1. Total Actual, Col 11)	-	DA		
224	BALANCE OF NETWORK CREDITS (enter negative) (Note H)		-	TP	0.00000	-
225	RATE BASE (sum lns 202, 213, 214, 223, 223.2, 224)		-			-

****ACTUAL****

Rate Formula Template
Utilizing FERC Form 1 Actual Data
For the Billing Period 01/01/yy to 12/31/yy

Table 9

SOUTHWESTERN PUBLIC SERVICE COMPANY

Line No.	EXPENSE, TAXES, RETURN & REVENUE REQUIREMENTS CALCULATION (1)	Data Sources (See "General Notes") (2)	Total (3)	Allocator (4)		Total Transmission (5)
226	OPERATION & MAINTENANCE EXPENSE					
227	Transmission	(WsG , Ln 34, Col e)	-			
228	Less Total Account 561	(WsG , Ln 36, Col e)	-			
229	Add Back Account 561.6	(WsG , Ln 37, Col e)	-			
230	Add Back Account 561.7	(WsG , Ln 38, Col e)	-			
231	Less Total Account 565	(WsG , Ln 39, Col e)	-			
232	Transmission O&M Expense Adjustment	(WsG , Ln 40, Col e)	-			
233	Transmission Subtotal	(ln 227 - ln 228 + ln 229 + ln 230 - ln 231 + ln 232)	-	TP	0.00000	-
234	Administrative and General	(WsG , Ln 63, Col e)	-			
235	Less: Acc. 928, Reg. Com. Exp.	(WsG , Ln 53, Col e)	-			
236	Acct. 930.1, Gen. Advert. Exp.	(WsG , Ln 55, Col e)	-			
237	Acct. 930.2, Miscellaneous Gen. Exp.	(WsG , Ln 56, Col e)	-			
238	Acc. 924, Property Insurance	(WsG , Ln 50, Col e)	-			
239	Balance of A & G	(ln 234 - sum ln 235 to ln 238)	-	W/S	0.00000	-
240	Plus: Acct. 924, Property Insurance	(ln 238)	-	GP	0.00000	-
241	Acct. 928 - Transmission Specific	(Note K) (WsH , Ln 10, Col H)	-	DA	1.00000	-
242	Acct. 928 - Transmission Allocated	(Note K) (WsH , Ln 10, Col I)	-	TP	0.00000	-
243	Acct. 930.2 - Transmission Specific	(Note K) (WsH , Ln 21, Col H)	-	TP	0.00000	-
244	Acct. 930.2 - Transmission Allocated	(Note K) (WsH , Ln 21, Col I)	-	W/S	0.00000	-
245	Transmission Safety and Siting Advertising	(Note K) (WsH , Ln 30, Col F)	-	TP	0.00000	-
246						-
247	A & G Subtotal	(sum lns 239 to 245)	-			-
248	TOTAL O & M EXPENSE	(ln 233 + ln 247)	-			-
249	DEPRECIATION AND AMORTIZATION EXPENSE					
250	Transmission	(Wsl, Ln 24, Col d)	-	TP	0.00000	-
251	Plus: Pre-Funded AFUDC Amortization	(Note E) (Worksheet Q, ln 62)	-	TP	0.00000	-
252	Plus: Recovery of Abandoned Incentive Plant	(Note E) (Worksheet E)	-	TP	0.00000	-
253	Plus: Recovery of Extraordinary Property Loss	(Note E) (Worksheet E)	-	TP	0.00000	-
254	General	(Wsl, Ln 28, Col d)	-	W/S	0.00000	-
255	Intangible	(Wsl, Ln 30, Col d)	-	W/S	0.00000	-
256	TOTAL DEPRECIATION AND AMORTIZATION	(sum lns 250 to 255)	-			-
257	TAXES OTHER THAN INCOME	(Note L)				
258	Labor Related					

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259	Payroll	(Worksheet J) 263.i	-	W/S	0.00000	-
260	Plant Related					
261	Property	(Worksheet J) 263.i	-	GP	0.00000	-
262	Franchise & Gross Receipts	(Worksheet J) 263.i	-	NA		-
263	Other Tax	(Worksheet J) 263.i	-	GP	0.00000	-
264	TOTAL OTHER TAXES	(sum lns 259 to 263)	-			-
265	INCOME TAXES	(Note M)				
266	T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =		0.00%			
267	CIT=(T/1-T) * (1-(WCLTD/R)) =		0.00%			
268	where WCLTD=(ln 296) and R= (ln 299)					
269	and FIT, SIT & p are as given in Note M.					
270	1 / (1 - T) = (from ln 266)		-			
271	Amortized Investment Tax Credit (266.8.f) (enter negative)	(Worksheet J) 266.8.f	-			
271.1	(Excess)/Deficient ADIT Amortization - Plant	(Note P) (Worksheet D.4)	-			
271.2	(Excess)/Deficient ADIT Amortization - Non-Plant	(Note P) (Worksheet D.4)	-			
272	Income Tax Calculation	(ln 267 * ln 275)	-			-
273	ITC adjustment	(ln 270 * ln 271)	-	NP	0.00000	-
273.1	(Excess)/Deficient ADIT Amortization - Plant	(ln 270 * ln 271.1)	-	DA	0.00000	-
273.2	(Excess)/Deficient ADIT Amortization - Non-Plant	(ln 270 * ln 271.2)	-	DA	0.00000	-
274	TOTAL INCOME TAXES	(sum lns 272 to 273.2)	-			-
275	RETURN (Rate Base * Rate of Return)	(ln 225 * ln 299)	-			-
276	INTEREST ON NETWORK CREDITS	(Note H)	-	TP	0.00000	-
277	REVENUE REQUIREMENT	(sum lns 248, 256, 264, 274, 275, 276)	-			-

****ACTUAL****

Rate Formula Template
Utilizing FERC Form 1 Actual Data
For the Billing Period 01/01/yy to 12/31/yy

Table 10

SOUTHWESTERN PUBLIC SERVICE COMPANY

SUPPORTING CALCULATIONS

Line No.	(1)	(2)	(3)	(4)		(5)
278	TRANSMISSION PLANT INCLUDED IN OATT Transmission Rate (Note N)					
279	Total transmission plant	(ln 184)				-
280	Less Generator Step-up facilities	(WsD.1 , Ln 147)				-
281	Less Radial Line facilities	(Worksheet O)				-
281a	Plus Radial Line facilities true-up	(Worksheet M)				-
282	Transmission plant included in OATT Trans Rate	(ln 279 - ln 280 - ln 281-281a)				-
283	Percent of transmission plant in OATT Trans Rate	(ln 282 / ln 279)			**TP=**	**0.00000**
284	WAGES & SALARY ALLOCATOR (W/S)	(Note O)				
285	Production	(WsG , Ln 69, Col i)	-	NA		-
286	Transmission	(WsG , Ln 70, Col i)	-	TP	0.00000	-
287	Regional Market	(WsG , Ln 71, Col i)	-	NA		-
288	Distribution	(WsG , Ln 72, Col i)	-	NA		-
289	Other	(WsG , Ln 73, Col i)	-	NA		-
290	Total	(sum lns 285 to 289)	-			-
291	W/S Allocator				**W/S=**	**0.00000**
292	RETURN (R)					$
293		Long Term Interest (Worksheet K, Ln 51, Col h)				-
294		Preferred Dividends (Worksheet K, Ln 56, Col h)				-

295		$	%	Cost	Weighted
296	Long Term Debt (Worksheet K, Ln 36, Col o)	-	0.00%	0.0000	0.0000
297	Preferred Stock (Worksheet K, Ln 23, Col o)	-	0.00%	0.0000	0.0000
298	Common Stock (Worksheet K, Ln 27, Col o)	-	0.00%	0.1050	0.0000
299	Total (sum lns 296 to 298)	-		**R**	**0.0000**

****ACTUAL****

Rate Formula Template
Utilizing FERC Form 1 Actual Data
For the Billing Period 01/01/yy to 12/31/yy

Table 11

SOUTHWESTERN PUBLIC SERVICE COMPANY

General Notes: a) References to data from FERC Form 1 are indicated as: page#.line#.col.#

Note Letter	
A	The revenues credited shall include amounts received directly from the SPP for service under this tariff reflecting SPS's integrated transmission facilities. Revenues associated with FERC annual charges, gross receipts taxes, ancillary services or other facilities revenues shall be excluded from the definition of transmission facilities under this tariff shall not be included as revenue credits. Revenue from coincident peak loads included in the DIVISOR are also not included as revenue credits unless this revenue is offset by a corresponding expense. See Worksheet B for details.
B	The annual and monthly net and gross plant carrying charges on page 7 are to be used to compute the revenue requirement for directly assigned facilities, any Base Plan Upgrades, distribution facilities, and radial lines.
C	This additional revenue requirement is determined using a net plant carrying charge (fixed carrying charge or FCR) approach. Worksheet R shows the calculation of the additional revenue requirements for each project receiving incentive rate treatment, as accepted by FERC by a separate docket. These individual additional revenue requirements shall be summed, for the then current year, and included here.
D	Reflects the transmission related portion of balances in Accounts 281, 282, 283, 190, and 255 as adjusted by any amounts in contra accounts identified as regulatory assets or liabilities related to FASB 106, 109, 133,158 or FASB Interpretation No. 48. Balance of Account 255 is reduced by prior flow throughs and completely excluded if the utility chose to utilize amortization of tax credits against taxable income as discussed in Note M. The calculation of ADIT for both the true-up and the annual projection will be performed in accordance with IRS regulation Section 1.167(l)-1(h)(6). The Annual True-Up for a given year will use the same methodology that was used to project that year's rates. (Except for ADIT Proration which is described on Table 21A of the template.)
E	Includes any incentive Construction Work in Progress (CWIP), any related Allowance for Funds Used During Construction (AFUDC), any unamortized balances related to the recovery of abandoned incentive plant costs, any extraordinary property losses and any related depreciation and amortization expense amounts. Formula amounts for all of the foregoing items will remain at $0 until approved by FERC under a separate docket.
F	Includes only transmission related or functionally booked as transmission land held for future use.
G	Cash Working Capital will be set at and remain $0 until such time as SPS files and receives FERC approval for a lead/lag study.
H	Equal to the balance of Network Facilities Upgrades Credits, net of accumulated depreciation, due transmission customers that made lump-sum payments towards the construction of Network Transmission Facilities consistent with Paragraph 657 of Order 2003-A. Excludes interest since interest is added to the revenue requirement on line 276.
I	The base plan upgrade revenue requirement will be updated annually in the Annual Update. The BPU revenue requirement will be a projected amount with a true-up to actual adjustment. The updated revenue requirement will be provided to the SPP no later than November 15 for billings effective January 1.
J	(Reserved for future use)
K	Includes all Regulatory Commission expense itemized in FERC Form 1 at 351.h. Show in Worksheet H how these expense items are assigned to transmission. FERC Assessment Fees, General Advertising, and Industry Association Dues and Research and Developments costs recorded in 930.2 shall not be assigned to transmission. A & G expenses shall Include specific transmission safety-related advertising and transmission siting advertising costs. The annual PBOP expense amount will be based on the PBOP expense amount reported in SPS's most recent annual actuarial valuation report as of the date of SPS's Annual Update. SPS will provide a copy of that actuarial report as part of its Annual Update and its Annual Informational Filing to the Commission. NERC fees recorded in Acct. 928, Regulatory Commission Expenses, or in Acct. 165, Prepayments, shall be excluded from the formula.
L	Includes only FICA, unemployment, highway, property and other assessments charged in the current year. Gross receipts tax, taxes related to income, retail and non-transmission related taxes are excluded.
M	The currently effective income tax rate, where FIT is the Federal income tax rate; SIT is the State income tax rate, and p = "the percentage of federal income tax deductible for state income taxes". If the utility is taxed in more than one state, it must attach a work paper showing the name of each state and how the blended or composite SIT was developed. Furthermore, a utility that elected to utilize amortization of tax credits against taxable income, rather than book tax credits to Account No. 255 and reduce rate base, must reduce its income tax expense by the amount of the Amortized Investment Tax Credit (Form 1, 266.8.f) (ln 271) multiplied by (1/1-T) . If the applicable tax rates are zero enter 0.

Inputs Required:			
	FIT =	0.00%	
	SIT= (Worksheet L)	0.00%	(State Income Tax Rate or Composite SIT)
	p =	0.00%	(percent of FIT deductible for state purposes)

N	Removes the dollars of plant booked to transmission plant that is excluded from the Tariff because it does not meet the Tariff's definition of Transmission Facilities, or is booked to transmission (e.g. step-up transformers) that is included in the development of OATT ancillary service rates,or is otherwise not eligible to be recovered under this Tariff.
O	Enter dollar amounts. Includes service company labor. Does not include contract labor.
P	Includes the amortization of any excess/deficient deferred income taxes resulting from changes to income tax laws, income tax rates (including changes in apportionment) and other actions taken by a taxing authority. Excess and deficient deferred income taxes will reduce or increase tax expense by the amount of the excess or deficiency multiplied by (1/(1-T)).

Schedule 1 Rate Formula Template
Southwestern Public Service Company

Table 12

A. Schedule 1 - Projected ARR for Billing Period 01/01/20yy to 12/31/20yy				
1	Total Load Dispatch and Scheduling (Account 561)	WsG OM - WS	$0	
2	Less: Load Dispatch - Scheduling, System Control and Dispatch Services	WsG - Acct 561.4	$0	
3	Less: Transmission Service Studies	WsG - Acct 561.6	$0	
4	Less: Generation Interconnection Studies	WsG - Acct 561.7	$0	
5	Less: Load Dispatch - Reliability, Planning & Standards Development Services	WsG - Acct 561.8	$0	
6	Total 561 Costs for Projected Schedule 1 ARR	(Ln 1 - Sum of Lines 2 through 5)	$0	
7	Less: Schedule 1 Point to Point Projected Revenues	WsB Rev Credits	$0	
8	Projected Schedule 1 ARR Without True-up Adjustments	(Ln 6 - Ln 7)	$0	
9	Prior Year True-up Adjustment	Input from Prior Year True-up		
10	Interest On Prior Year True-up Adjustment	Input from Prior Year		
11	Projected Schedule 1 ARR	(Ln 8 + Ln 9 + Ln 10)	$0	
B. Schedule 1 Rate Calculations				
12	Projected Average 12-Mo. Demand	WsC Divisor	0	kW
13	Monthly Point to Point Rate in $/kW - Month	((Line 11 /Line 12) /12)	$0.000	kW
14	Weekly Point to Point Rate in $/kW - Weekly	((Line 11 /Line 12) /52)	$0.000	kW
15	Daily Point to Point Rate in $/kW - Day	((Line 11 /Line 12) /365)	$0.000	kW
16	Hourly Point to Point Rate in $/mW - Hourly	((Line 11 /Line 12) /8760 * 1000)	$0.000	mW
17	****SECTIONS C AND D USED ONLY FOR TRUE-UP, ANNUAL UPDATE WILL BE BLANK****			
C. Schedule 1 - Actual ARR for the Billing Period 01/01/20yy to 12/31/20yy				
18	Total Load Dispatch and Scheduling (Account 561)	WsG OM - WS	$0	
19	Less: Load Dispatch - Scheduling, System Control and Dispatch Services	WsG - Acct 561.4	$0	
20	Less: Transmission Service Studies	WsG - Acct 561.6	$0	
21	Less: Generation Interconnection Studies	WsG - Acct 561.7	$0	
22	Less: Load Dispatch - Reliability, Planning & Standards Development Services	WsG - Acct 561.8	$0	
23	Total 561 Costs for Actual Schedule 1 ARR	(Ln 18 - Sum of Lines 19 through 22)	$0	
24	Less: Schedule 1 Point to Point Actual Revenues Billed	WsB Rev Credits	$0	
25	Actual Schedule 1 ARR	(Ln 23 - Ln 24)	$0	
True Up from Billing Period to be Included in Projected Schedule 1 ARR:				
26	Revenue Requirement True-Up:			
27	Actual Schedule 1 ARR calculated above	(Ln 25)	$0	
28	Projected Schedule 1 ARR calculated above	(Ln 8)	$0	
29	ARR True-up Amount (Over recovery = credit; under recovery = debit)	(Ln 27 - Ln 28)	$0	
30	Volume True-Up:			
31	Actual Divisor Load for the Billing Period	WsC Divisor	0	kW
32	Projected Divisor Load for the Billing Period	(Ln 12)	0	kW
33	Volume Adjustment	(Ln 32 - Ln 31)	0	
34	Projected Zonal Rate per kw-yr for the Billing Period	(Ln 28 / Ln 32)	$0.0000	
35	Actual Zonal Rate per kw-yr for the Billing Period	(Ln 27 / Ln 31)	$0.0000	
36	Volume Revenue Adjustment (Over recovery = credit; under recovery = debit)	(Ln 33 * Ln 34)	$0	
37	Net Schedule 1 True-up Adjustment (Over Recovery = credit; under recovery = debit)	(Ln 29 + Ln 36)	$0	
38	Interest True-up Amount	(Ln 68)	$0	
D. Interest Calculation:				
39			FERC	Monthly
40			Quarterly	Interest

	Months		Interest Rates	Rate
42	January - Projected Yr 20yy		0.00%	0.0000
43	February		0.00%	0.0000
44	March		0.00%	0.0000
45	April		0.00%	0.0000
46	May		0.00%	0.0000
47	June		0.00%	0.0000
48	July		0.00%	0.0000
49	August		0.00%	0.0000
50	September		0.00%	0.0000
51	October		0.00%	0.0000
52	November		0.00%	0.0000
53	December		0.00%	0.0000
54	January - True-up Yr 20yy		0.00%	0.0000
55	February		0.00%	0.0000
56	March		0.00%	0.0000
57	April		0.00%	0.0000
58	May		0.00%	0.0000
59	June		0.00%	0.0000
60	July		0.00%	0.0000
61	August		0.00%	0.0000
62	September		0.00%	0.0000
63	Average Monthly Interest Rate			0.0000
64	Over/Under Recovery Amount	(Line 37)		$0
65	Average Monthly Interest Rate	(Line 63)		0.0000
66	Monthly Interest Recovery Amount	(Line 64 * Line 65)		$0
67	Number of Months for Interest Recovery Amount			24
68	Interest Recovery Amount	(Line 67 * Line 66)		$0

69 Note:
70 The interest is calculated using the interest rate posted on the FERC website.
71 See link to website below.

72 http://www.ferc.gov/legal/acct-matts/interest-rates.asp#skipnavsub

Southwestern Public Service Company **Worksheet A**

Worksheet A - Projected Billing Year True-Up Adjustment and Interest Calculation **Table 13**

Line No.			
1	I. Revenue Requirement True-up:		
2	Projected Revenue Requirement for the Prior Rate Year - (ARR Projected Data ln 33 + ln 43)	$	-
3	Actual Revenue Requirement for the True-up Year – (ARR Actual Data ln 169 + ln 179)	$	-
4	Revenue Requirement True-up Adjustment (ln 3 – ln 2)	$	-
5	II. SPP Base Plan Upgrades Revenue Requirement True-up:		
6	Projected BPU Revenue Requirement for the Prior Rate Year (ARR – Projected Data ln 44 col (5))	$	-
7	Actual BPU Revenue Requirement for the True-up Rate Year (ARR – Actual Data ln 180 col (5))	$	-
8	SPP BPU True-up (ln 7 – ln 6)	$	-
9	Total Revenue Requirement True-up Adjustment (ln 4 – ln 8)		$0
10	III. Volume True-up:		
11	Projected Divisor Load for the Prior Rate Year, - (WsC Divisor ln 14 * 1,000)		0 kw
12	Actual Divisor Load for the Prior Rate Year, - (WsC Divisor ln 28 * 1,000)		0 kw
13	Volume Adjustment (ln 11 – ln 12)		0 kw
14	Projected Zonal Rate per kw-yr for the Prior Rate Year - 20yy ((ln 2 - ln 6) / ln 11)		$0.0000
15	Actual Zonal Rate per kw-yr for the Prior Rate Year - 20yy ((ln 3 / line 7) / ln 12)		$0.0000
16	Volume Revenue Adjustment (ln 13 x ln 14)		$0
17	Net True-up Adjustment (ln 9 + ln 16)		$0
18	IV. Interest Calculation:		

Line No.	Months	Projected Billing Year FERC Quarterly Interest Rates	Monthly Interest Rate
19			
20			
21			
22			
23	Months	Interest Rates	Rate
24	January - Projected Yr 20yy	0.00%	0.0000
25	February	0.00%	0.0000
26	March	0.00%	0.0000
27	April	0.00%	0.0000
28	May	0.00%	0.0000
29	June	0.00%	0.0000

30	July	0.00%	0.0000
31	August	0.00%	0.0000
32	September	0.00%	0.0000
33	October	0.00%	0.0000
34	November	0.00%	0.0000
35	December	0.00%	0.0000
36	January - True-up Yr 20yy	0.00%	0.0000
37	February	0.00%	0.0000
38	March	0.00%	0.0000
39	April	0.00%	0.0000
40	May	0.00%	0.0000
41	June	0.00%	0.0000
42	July	0.00%	0.0000
43	August	0.00%	0.0000
44	September	0.00%	0.0000
45	Average Monthly Interest Rate		0.0000

		Annual Revenue Requirement (ARR) True-up	SPP BPU Revenue Requirement True-up
46	Over/Under Recovery Amount (ARR sum of lines 4 and 16; BPU line 8 amount)	$0	$0
47	Average Monthly Interest Rate (ln 45)	0.0000	0.0000
48	Monthly Interest Recovery Amount (ln 46 x ln 47)	$0	$0
49	Number of Months for Interest Recovery Amount	24	24
50	Interest Recovery Amount (ln 49 x ln 48)	$0	$0
51	Prior Year True-up Adjustment (ln 46)	**(Input to Annual Update)** $0	$0
52	Interest on Prior Year True-up Adjustment (ln 50)	**(Input to Annual Update)** $0	$0

53 Note:
54 The interest is calculated using the interest rate posted on the FERC website.
55 See link to website below.

56 http://www.ferc.gov/legal/acct-matts/interest-rates.asp#skipnavsub

Southwestern Public Service Company **Worksheet A.1**
Worksheet A.1 - Prior Period Correction True-Up with Interest Calculation **Table 14**

Line No.						
1	Explanation of Prior Period Correction:					
2						
3						
4	Rate Year Prior Period Correction Applicable to (input year)					
5	Effective True-up Year for Rate Year Prior Period Correction (line 4 year + 2 years)				0	
6	Year Prior Period Correction Settled/Agreed (input)					
7	Rate Year Prior Period Correction Will be Included in ATRR (line 6 year + 1 year)				0	
8	Number of Months Prior Period Correction Subject to Interest ((ln 7 year - ln 4 year) * 12)				0	
9	I. Revenue Requirement True-up:					
10	Revenue Requirement for Prior Period Correction True-up Year without Prior Period Correction (input)					
11	Revised Revenue Requirement for True-up Year with Prior Period Correction (input)					
12	Revenue Requirement True-up Adjustment (Over Recovery is a Credit, Under Recovery is a Debit) (ln 11 - ln 10)				$0	
13	II. Volume True-up:					
14	Divisor for Prior Period Correction True-up Year without Prior Period Correction (input)					kw
15	Divisor for True-up Year with Prior Period Correction (input)					kw
16	Volume Adjustment (line 14 - line 15)				0	kw
17	Actual Zonal Rate (line 10 / line 14)				$0.0000	
18	Revised Zonal Rate (line 11 / line 15)				$0.0000	
19	Volume Revenue Adjustment (Over Recovery is a Credit, Under Recovery is a Debit) (line 16 x line 17)				$0	
20	Net Prior Period Correction True-up Adjustment (Over Recovery is a Credit, Under Recovery is a Debit) (line 12 + line 19)				$0	
21	III. Interest Calculation:					
22		FERC	Number	Monthly		
23		Quarterly	of Days	Interest		
24	Month/Year	Interest Rates	in Month	Rate		
25				0.0000		
26				0.0000		
27				0.0000		
28				0.0000		
29				0.0000		
30				0.0000		
31				0.0000		
32				0.0000		
33				0.0000		
34				0.0000		
35				0.0000		
36				0.0000		
37				0.0000		
38				0.0000		
39				0.0000		
40				0.0000		
41				0.0000		
42				0.0000		
43				0.0000		
44				0.0000		
45				0.0000		
46	Average Monthly Interest Rate			0.0000		
47	Over/Under Recovery Amount (ln 20 amount)				$0	

48	Average Monthly Interest Rate (ln 46)		0.0000
49	Monthly Interest Recovery Amount (ln 47 x ln 48)		$0
50	Number of Months for Interest Recovery Amount (from line 8)		0
51	Interest Recovery Amount (ln 50 times ln 49)		$0
52	Prior Period Correction Adjustment (ln 20)	**$0 (Input to Annual Update)**	
53	Interest on Prior Period Correction Adjustment (ln 51)	**$0 (Input to Annual Update)**	

54 Note:
55 The interest is calculated using the interest rate posted on the FERC website.
56 See link to website below.
57 http://www.ferc.gov/legal/acct-matts/interest-rates.asp#skipnavsub

Southwestern Public Service Company

Worksheet A.2

Worksheet A.2 - Radial Line True-Up with Interest Calculation

Table 14.1

Line No.		(a) Revenue Requirement True-Up (Worksheet M)	(b) Month Radial Line Changed (Input)	(c) Months Subject to Interest (12 - Col b)	(d) Average Interest Rate (Col i)	(e) Monthly Interest (Col a * Col d)	(f) Interest Recovery Amount (Col c * Col e)
1	I. Radial Line Interest on True-Up Calculation						
7					0.0000	$0	$0
8					0.0000	$0	$0
9					0.0000	$0	$0
10					0.0000	$0	$0
11							
12							
13	Total	$0					$0
14							
15	II. Interest Rates:						

	Month/Year	(g) FERC Quarterly Interest Rates	(h) Number of Days in Month	(i) Monthly Interest Rate
20				0.0000
21				0.0000
22				0.0000
23				0.0000
24				0.0000
25				0.0000
26				0.0000
27				0.0000
28				0.0000
29	Average Monthly Interest Rate			0.0000

Line No.		(j) Annual Charge (Worksheet M)	(k) True-Up (Col a)	(l) Interest on True-Up (Col f)	(m) Total Annual Charge (Sum Col j - l)
30					
31	III. Total Radial Line Charges				
36			$0	$0	$0
37			$0	$0	$0
38			$0	$0	$0
39			$0	$0	$0
40			$0	$0	$0
41			$0	$0	$0
42			$0	$0	$0
43					
44	Total	$0	$0	$0	$0

Note:
The interest is calculated using the interest rate posted on the FERC website.
See link to website below.
http://www.ferc.gov/legal/acct-matts/interest-rates.asp#skipnavsub

Southwestern Public Service Company
Worksheet B - Revenue Credits

Worksheet B
Table 15

Gain on Disposition of Property, Projected for Billing Year = **20yy**
(Revenue related to sale of transmission assets)

Line No.		(a) Total	(b) Adjustments	(c) Adjusted Total Amount
1	Amortization of Gain on the Sale (Allocated to Transmission) (Note 1)			$ -
2	Gain on disposition of property (Other Related)			$ -
3	Total 421.1 (or other applicable acct)	$ -	$ -	**$ -**

Gain on Disposition of Property, Actual for Billing Year = **20yy**
(Revenue related to sale of transmission assets)

Line No.		(a) Total	(b) Adjustments	(c) Adjusted Total Amount
4	Amortization of Gain on the Sale (Allocated to Transmission) (Note 1)			$ -
5	Gain on disposition of property (Other Related)			$ -
6	Total 421.1 (FF1, p. 117, ln. 40, col. c) (or other applicable acct)	$ -	$ -	**$ -**

Note 1: In prior transactions, on a case-by-case basis, the Public Utilities Commission of Texas (PUCT) has required SPS to credit to SPS's Texas retail ratepayers a specified percentage of gains on SPS's disposition of certain property. Effective January 1, 2016, for each transmission sale or transfer transaction resulting in a gain recorded in Account 421.1 (gain on disposition of property) or other applicable account, the amount of the gain included in Column (c) on Lines 1 and 4 for that transaction will equal the (i) total amount of the gain for that transaction recorded in Account 421.1 or other applicable account, (ii) multiplied by the Texas retail gain sharing percentage specified by the PUCT for that transaction.

Account 454, Rent from Electric Property, Projected for Billing Year = **20yy** Total Company
(Revenue related to transmission facilities for pole attachments, rentals, etc.)

Line No.		(a) Amount	(b) Allocator	(c)	(d) Allocated Amount	
1	Rent from Electric Property Classified as General		W/S	0.00000	$ -	
2	Rent from Electric Property Classified as Distribution		NA			
3	Rent from Electric Property Classified as Transmission					
3a	Related to Network Transmission Facilities		DA	1.00000	$ -	
3b	Related to Non-Network Transmission Facilities		NA			
4	Rent from Electric Property Classified as Production		NA			
5	Total Account 454 Rent from Electric Property	$ -			**$ -**	**Net Transmission Credits**

Account 454, Rent from Electric Property, Actual for Billing Year = **20yy** Total Company
(Revenue related to transmission facilities for pole attachments, rentals, etc.) (FF1, p. 300, ln. 19, col. b)

Line No.		(a) Amount	(b) Allocator	(c)	(d) Allocated Amount	
6	Rent from Electric Property Classified as General		W/S	0.00000	$ -	
7	Rent from Electric Property Classified as Distribution		NA			
8	Rent from Electric Property Classified as Transmission					
8a	Related to Network Transmission Facilities		DA	1.00000	$ -	
8b	Related to Non-Network Transmission Facilities		NA			
9	Rent from Electric Property Classified as Production		NA			
10	Total Account 454 Rent from Electric Property	$ -			**$ -**	**Net Transmission Credits**

Data Source - Account 454 General Ledger Detail Analysis

Southwestern Public Service Company
Worksheet B - Revenue Credits

Worksheet B
Table 16

Account 456.0, Other Electric Revenue, Projected for Billing Year = **20yy** **$ -**

Line No.		(a) Amount	(b) Allocator	(c)	(d) Allocated Amount
1	Schedule 18- Annual Interconnection Customer O&M Charge	$	DA	1.00000	$
2	Other Electric Revenue		NA		
3	Total Account 456.0 Other Electric Revenue	$			$

Account 456.0, Other Electric Revenue, Actuals for Billing Year = **20yy** **$ -**

Line No.		(a) Amount	(b) Allocator	(c)	(d) Allocated Amount
4	Schedule 18- Annual Interconnection Customer O&M Charge	$	DA	1.00000	$
5	Other Electric Revenue		NA		
6	Total Account 456.0 Other Electric Revenue	$			$

Account 456.1, Revenues from Transmission of Electricity of Others, Projected for Billing Year = **20yy** **$ -**

Line No.	Type	Description	(a) RTO	(b) Network Transmission	(c) Scheduling, System Control & Dispatch	(d) Reactive Supply & Voltage Control	(e) Regulation and Frequency	(f) Network & Energy Imbalance	(g) Network & Interco. Spinning Reserve	(h) Supplemental Spinning Reserve	(i) FERC Assess Pass Through	(j) Total Of Line Items
1												0.00
2												0.00
3												0.00
4												0.00
5												0.00
6												0.00
7												0.00
8												0.00
9												0.00
10												0.00
11												0.00
12												0.00
13												0.00
14												0.00
15												0.00
16												
17												0.00
18												0.00
19												0.00
20												0.00
21												0.00
22												0.00
23												0.00
24												0.00
25												0.00
26												0.00
27												0.00

28											0.00
29											0.00
30											0.00
31											
32											
33	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34											
35	**Summarized by Type: Note 2**										
36	**Credit**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
37	Divisor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	Ancillary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

41 Description of Revenue Types:
42 Ancillary Ancillary services includes regulation & frequency, control & dispatch, voltage
43 control, reactive, spinning reserve, scheduling and generation step-up.
44 Divisor Load associated with these revenues are included in the formula divisor.
45 Credit Revenue credit because load not included in divisor.

46 Note 2 - SPP point to point revenues are being revenue credited here because SPP will not revenue credit these revenues to LSEs.

Southwestern Public Service Company
Worksheet B - Revenue Credits

Worksheet B
Table 17

Account 456.1, Revenues from Transmission of Electricity of Others, Actual for Billing Year = 20yy $ - (Total Company - FF1, p 330, col. N)

Line No.	Type	Description	(a) RTO	(b) Network Transmission	(c) Scheduling, System Control & Dispatch	(d) Reactive Supply & Voltage Control	(e) Regulation and Frequency	(f) Network & Energy Imbalance	(g) Network & Interco. Spinning Reserve	(h) Supplemental Spinning Reserve	(i) FERC Assess Pass Through	(j) Total Of Line Items	(k) Total Per FERC Form No. 1
47													
48													
49													
50													
51													
52													
53													
54													
55													
56													
57													
58													
59													
60													
61													
62													
63													
64													
65													
66													
67													
68													
69													
70													
71													
72													
73													
74													
75		Total	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
76													
77		**Summarized by Type: Note 2**											
78		**Credit**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	
79		Divisor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
80		Ancillary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
81		Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
82		Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

83 Description of Revenue Types:
84 Ancillary — Ancillary services includes regulation & frequency, control & dispatch, voltage
85 control, reactive, spinning reserve, scheduling and generation step-up.
86 Divisor — Load associated with these revenues are included in the formula divisor.
87 Credit — Revenue credit because load not included in divisor.

88 Note 2 - SPP point to point revenues are being revenue credited here because SPP will not revenue credit these revenues to LSEs.

Southwestern Public Service Company **Worksheet C**
Worksheet C - Divisor **Table 18**

I. Transmission Network Load (mW) Projected for Billing Year = 20yy

Line No.	Month		Network Load[1]	Plus: Intertie Demand[2]	TO's Transmission Network Load
1					0
2					0
3					0
4					0
5					0
6					0
7					0
8					0
9					0
10					0
11					0
12					0
13	Total		0	0	0
14	12-CP		0	0	0

II. Transmission Network Load (mW) Actual for Billing Year = 20yy

Line No.	Month, Day and Year[1]	Hour Ending[1]	Network Load[1]	Plus: Intertie Demand[2]	TO's Transmission Network Load
15					0
16					0
17					0
18					0
19					0
20					0
21					0
22					0
23					0
24					0
25					0
26					0
27	Total		0	0	0
28	12-CP		0	0	0

III. Notes

1 These are the dates, hour ending and loads at the time of the transmission peak, as reported in FERC Form 1, page 400.

2 Reserved capacity associated with SPS-Public Service Company of Colorado Intertie.

IV. Firm Network Service for Others (mW) for Billing Year = 20yy

Line No.	Month	Projected Wholesale Load	Actual Wholesale Load[3]
29	January		
30	February		
31	March		
32	April		
33	May		
34	June		
35	July		
36	August		
37	September		
38	October		

39	November		
40	December		
41	Total		
42	12 Month Average		

V. Notes

3 These are the Wholesale Loads by month, as reported in FERC Form 1, page 400.

Southwestern Public Service Company
Worksheet D Average Rate Base
Inputs for Average Rate Base Calculations

Worksheet D
Table 19

Line No.	(a)	(b) Projected Beg of Year Balance	Year = 20yy (c) Projected End of Year Balance	(d) Projected Average Balance	(e) References for Actual Data	(f) Actual Beg of Year Balance	Year = 20yy (g) Actual End of Year Balance	(h) Actual Average Balance
1	Deferred Taxes - Account 281							
2				0				0
3				0				0
4				0				0
5				0				0
6				0				0
7				0				0
8	Total Account 281	0	0	0	FF1, p273 (acct not currently used)	0	0	0
9								
10	Deferred Taxes - Account 282							
11								
12				0				0
13				0				0
14				0				0
15				0				0
16				0				0
17				0				0
18				0				0
19				0				0
20	Excess ADIT			0				0
21	FAS 109 Plant Excess ADIT – Protected			0				0
22	FAS 109 Plant Excess ADIT – Unprotected			0				0
23	Total Account 282	0	0	0	FF1, p 275, ln 9, col k	0	0	0
24								
25	Deferred Taxes - Account 283							
26				0				0
27				0				0
28				0				0
29				0				0
30				0				0
31				0				0
32				0				0
33				0				0
34				0				0
35				0				0
36	Total Account 283	0	0	0	FF1, p 277, ln 9, col k	0	0	0
37								
38	Deferred Taxes - Account 190							
39				0				0
40				0				0
41				0				0
42				0				0
43				0				0
44				0				0
45				0				0
46				0				0
47				0				0
48				0				0
49				0				0
50				0				0
51				0				0
52				0				0
53				0				0
54				0				0

55				0				0
56				0				0
57				0				0
58				0				0
59				0				0
60				0				0
61				0				0
62				0				0
63				0				0
64	Deficient ADIT			0				0
65	FAS 109 Plant Deficient ADIT – Protected			0				0
66	FAS 109 Plant Deficient ADIT – Unprotected			0				0
67	Total Account 190	0	0	0	FF1, p 234, ln 18, col c	0	0	0
68								
69	Total Deferred Taxes			0				0
70								
71	Unamortized Balance of Abandoned Incentive Plant							
72	(See Formula Template Note E found on pages 6 and 11.)							
73				0				0
74				0				0
75	Total Abandoned Incentive Plant	0	0	0	Company Records	0	0	0
76								
77	Unamortized Balance of Extraordinary Property Loss (Note E)							
78	(See Formula Template Note E found on pages 6 and 11.)							
79				0				0
80				0				0
81	Total Extraordinary Property Loss	0	0	0	Company Records	0	0	0
82								
83								
84	Land Held for Future Use			0	FF1, p 214			0

Southwestern Public Service Company

Worksheet D.1

Worksheet D.1 Rate Base - 13 Month Average

Table 20

Input for 13 Month Average Rate Base Calculations

Line No.	PROJECTED Plant in Service Function	PROJECTED BALANCES PLANT IN SERVICE 1/1/20yy	1/31/20yy	2/29/20yy	3/31/20yy	4/30/20yy	5/31/20yy	6/30/20yy	7/31/20yy	8/31/20yy	9/30/20yy	10/31/20yy	11/30/20yy	12/31/20yy	13 Mo Average Balance
1	Production Steam														0
2	Less Asset Retirement Costs (Note 1)														0
3	Production Other														0
4	Less Asset Retirement Costs														0
5															
6	Production Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7															
8	Transmission														0
9	Less Asset Retirement Costs														0
10															
11	Transmission Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12															
13	Distribution														0
14	Less Asset Retirement Costs														0
15															
16	Distribution Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17															
18	General														0
19	Less Asset Retirement Costs														0
20															
21	General Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22															
23	Intangible														0
24															
25	Total Gross Plant In Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0

26	Less Total Asset Retirement Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27															
28	Total Gross Plant in Service Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29															
30	(Note 1 - ARC not included in projected balance amounts.)														
31															
32	**PROJECTED**	**PROJECTED BALANCES DEPRECIATION & AMORTIZATION**													
33	Accumulated Depreciation & Amortization													13 Mo Average	
34	Function	1/1/20yy	1/31/20yy	2/29/20yy	3/31/20yy	4/30/20yy	5/31/20yy	6/30/20yy	7/31/20yy	8/31/20yy	9/30/20yy	10/31/20yy	11/30/20yy	12/31/20yy	Balance
35	Production Steam														0
36	Production Other														0
37	Production - Intangible Amortization														0
38															
39	Total Production	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40															
41	Transmission														0
42	Transmission - Intangible Amortization														0
43															
44	Total Transmission	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45															
46	Distribution														0
47	Distribution - Intangible Amortization														0
48															
49	Total Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0
50															
51	General														0
52	General - Intangible Amortization														0
53															
54	Total General	0	0	0	0	0	0	0	0	0	0	0	0	0	0
55															
56	Intangible - Software														0
57															

58	Total Accumulated Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
59	Total Accumulated Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60															
61	Total Accumulated Depr & Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
62															
63	**PROJECTED NET PLANT IN SERVICE**														
64	Production	0	0	0	0	0	0	0	0	0	0	0	0	0	0
65	Transmission	0	0	0	0	0	0	0	0	0	0	0	0	0	0
66	Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0
67	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0
68	Intangible	0	0	0	0	0	0	0	0	0	0	0	0	0	0
69															
70	Total Projected Net Plant in Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0
71															
72	Net Plant in Service Check Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Southwestern Public Service Company — **Worksheet D.1**

Worksheet D.1 Rate Base - 13 Month Average — **Table 21**

Input for 13 Month Average Rate Base Calculations

ACTUAL — **ACTUAL BALANCES PLANT IN SERVICE**

Line No.	Plant in Service Function	1/1/20yy	1/31/20yy	2/29/20yy	3/31/20yy	4/30/20yy	5/31/20yy	6/30/20yy	7/31/20yy	8/31/20yy	9/30/20yy	10/31/20yy	11/30/20yy	12/31/20yy	13 Mo Average Balance
73	Production Steam														0
74	Less Asset Retirement Costs														0
75	Production Other														0
76	Less Asset Retirement Costs														0
77															
78	Production Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
79															
80	Transmission														0
81	Less Asset Retirement Costs														0
82															
83	Transmission Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
84															
85	Distribution														0
86	Less Asset Retirement Costs														0
87															
88	Distribution Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
89															
90	General														0
91	Less Asset Retirement Costs														0
92															
93	General Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
94															
95	Intangible														0
96															
97	Total Gross Plant In Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0
98	Less Total Asset Retirment Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
99															

100	Total Gross Plant in Service Net of ARC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
101															
102															
103	**ACTUAL**						**ACTUAL BALANCES DEPRECIATION & AMORTIZATION**								
104	Accumulated Depreciation & Amortization														13 Mo Average
105	Function	1/1/20yy	1/31/20yy	2/29/20yy	3/31/20yy	4/30/20yy	5/31/20yy	6/30/20yy	7/31/20yy	8/31/20yy	9/30/20yy	10/31/20yy	11/30/20yy	12/31/20yy	Balance
106	Production Steam														0
107	Production Other														0
108	Production - Intangible Amortization														0
109															
110	Total Production	0	0	0	0	0	0	0	0	0	0	0	0	0	0
111															
112	Transmission														0
113	Transmission - Intangible Amortization														0
114															
115	Total Transmission	0	0	0	0	0	0	0	0	0	0	0	0	0	0
116															
117	Distribtution														0
118	Distribtution - Intangible Amortization														0
119															
120	Total Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0
121															
122	General														0
123	General - Intangible Amortization														0
124															
125	Total General	0	0	0	0	0	0	0	0	0	0	0	0	0	0
126															
127	Intangible - Software														0
128															
129	Total Accumulated Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
130	Total Accumulated Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
131															

132	Total Accumulated Depr & Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
133															
134	**ACTUAL NET PLANT IN SERVICE**														
135	Production	0	0	0	0	0	0	0	0	0	0	0	0	0	0
136	Transmission	0	0	0	0	0	0	0	0	0	0	0	0	0	0
137	Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0
138	General	0	0	0	0	0	0	0	0	0	0	0	0	0	0
139	Intangible	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140															
141	Total Projected Net Plant in Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0
142															
143	Net Plant in Service Check Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
144															
145	GSU PLANT IN SERVICE PROJECTED														0
146															
147	GSU PLANT IN SERVICE ACTUAL														0

Southwestern Public Service Company
Accumulated Deferred Income Taxes Proration Factor

WsD.2 ADIT Proration Factor
Table 21A

Rate Year=

Line No.														
1	**Account 282 – Liberalized Depreciation-Transmission**													
2	**Days in Period**					**Averaging with Proration - Projected**			**Averaging Preserving Projected Proration – True-up (See Note 6)**					
3	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**
4	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)	Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)
5														
6	December 31st balance Prorated Items													
7	January													
8	February													
9	March													
10	April													
11	May													
12	June													
13	July													
14	August													
15	September													
16	October													
17	November													
18	December													
19	Total													
20														
21														

22																
23																
24	Ending Balance of Prorated items				(Line 18, & Col H)								(Line 18, & Col N)			
25	Non-prorated Average Balance				From WsD Avg Rate Base								From WsD Avg Rate Base			
26	Proration Adjustment				(Line 24 minus Line 25)								(Line 24 minus Line 25)			
27																
28																
29	**Account 282 – Liberalized Depreciation-General and Intangible**															
30	**Days in Period**						**Averaging with Proration - Projected**			**Averaging Preserving Projected Proration – True-up (See Note 6)**						
31	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	
32	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)	
33																
34	December 31st balance Prorated Items															
35	January															
36	February															
37	March															
38	April															
39	May															
40	June															
41	July															
42	August															
43	September															
44	October															
45	November															
46	December															
47	Total															
48																

49																
50																
51																
52	Ending Balance of Prorated items			(Line 46, & Col H)								(Line 46, & Col N)				
53	Non-prorated Average Balance			From WsD Avg Rate Base								From WsD Avg Rate Base				
54	Proration Adjustment			(Line 52 minus Line 53)								(Line 52 minus Line 53)				
55																
56																
57	**Account 283 – Liberalized Depreciation-Software**															
58	**Days in Period**						**Averaging with Proration - Projected**				**Averaging Preserving Projected Proration – True-up (See Note 6)**					
59	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**		**I**	**J**	**K**	**L**	**M**	**N**
60	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)
61																
62	December 31st balance Prorated Items															
63	January															
64	February															
65	March															
66	April															
67	May															
68	June															
69	July															
70	August															
71	September															
72	October															
73	November															
74	December															
75	Total															

76																
77																
78																
79																
80	Ending Balance of Prorated items				(Line 74, & Col H)								(Line 74, & Col N)			
81	Non-prorated Average Balance				From WsD Avg Rate Base								From WsD Avg Rate Base			
82	Proration Adjustment				(Line 80 minus Line 81)								(Line 80 minus Line 81)			
83																
84																
85	**Account 190 – Basis Difference-Transmission**															
86	**Days in Period**						**Averaging with Proration - Projected**				**Averaging Preserving Projected Proration – True-up (See Note 6)**					
87	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**		**I**	**J**	**K**	**L**	**M**	**N**
88	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)
89																
90	December 31st balance Prorated Items															
91	January															
92	February															
93	March															
94	April															
95	May															
96	June															
97	July															
98	August															
99	September															
100	October															
101	November															
102	December															

103	Total															
104																
105																
106																
107																
108	Ending Balance of Prorated items				(Line 102, & Col H)								(Line 102, & Col N)			
109	Non-prorated Average Balance				From WsD Avg Rate Base								From WsD Avg Rate Base			
110	Proration Adjustment				(Line 108 minus Line 109)								(Line 108 minus Line 109)			
111																
112																
113	**Account 190 – Basis Difference-General and Intangible**															
114	**Days in Period**						**Averaging with Proration - Projected**			**Averaging Preserving Projected Proration – True-up (See Note 6)**						
115	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	
116	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)	
117																
118	December 31st balance Prorated Items															
119	January															
120	February															
121	March															
122	April															
123	May															
124	June															
125	July															
126	August															
127	September															
128	October															
129	November															

130	December															
131	Total															
132																
133																
134																
135																
136	Ending Balance of Prorated items				(Line 130, & Col H)								(Line 130, & Col N)			
137	Non-prorated Average Balance				From WsD Avg Rate Base								From WsD Avg Rate Base			
138	Proration Adjustment				(Line 136 minus Line 137)								(Line 136 minus Line 137)			
139																
140																
141	**Account 190 – Basis Difference-CIAC Transmission**															
142	**Days in Period**						**Averaging with Proration - Projected**			**Averaging Preserving Projected Proration – True-up (See Note 6)**						
143	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	
144	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)	Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)	
145																
146	December 31st balance Prorated Items															
147	January															
148	February															
149	March															
150	April															
151	May															
152	June															
153	July															
154	August															
155	September															
156	October															
157	November															

158	December															
159	Total															
160																
161																
162																
163																
164	Ending Balance of Prorated items				(Line 158, & Col H)								(Line 158, & Col N)			
165	Non-prorated Average Balance				From WsD Avg Rate Base								From WsD Avg Rate Base			
166	Proration Adjustment				(Line 164 minus Line 165)								(Line 164 minus Line 165)			
167																
168																
169	**Account 190 – Basis Difference-CIAC General**															
170	**Days in Period**						**Averaging with Proration - Projected**				**Averaging Preserving Projected Proration – True-up (See Note 6)**					
171	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**		**I**	**J**	**K**	**L**	**M**	**N**
172	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)
173																
174	December 31st balance Prorated Items															
175	January															
176	February															
177	March															
178	April															
179	May															
180	June															
181	July															
182	August															
183	September															
184	October															

185	November															
186	December															
187	Total															
188																
189																
190																
191																
192	Ending Balance of Prorated items				(Line 186, & Col H)								(Line 186, & Col N)			
193	Non-prorated Average Balance				From WsD Avg Rate Base								From WsD Avg Rate Base			
194	Proration Adjustment				(Line 192 minus Line 193)								(Line 192 minus Line 193)			
195																
196																
197	**Account 190 – Federal Only NOL-Transmission**															
198	**Days in Period**						**Averaging with Proration - Projected**				**Averaging Preserving Projected Proration – True-up (See Note 6)**					
199	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**		**I**	**J**	**K**	**L**	**M**	**N**
200	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)
201																
202	December 31st balance Prorated Items															
203	January															
204	February															
205	March															
206	April															
207	May															
208	June															
209	July															
210	August															
211	September															

212	October															
213	November															
214	December															
215	Total															
216																
217																
218																
219																
220	Ending Balance of Prorated items				(Line 214, & Col H)								(Line 214, & Col N)			
221	Non-prorated Average Balance				From WsD Avg Rate Base								From WsD Avg Rate Base			
222	Proration Adjustment				(Line 220 minus Line 221)								(Line 220 minus Line 221)			
223																
224																
225	**Account 190 – Federal Only NOL-General**															
226	**Days in Period**						**Averaging with Proration - Projected**				**Averaging Preserving Projected Proration – True-up (See Note 6)**					
227	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**		**I**	**J**	**K**	**L**	**M**	**N**
228	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)
229																
230	December 31st balance Prorated Items															
231	January															
232	February															
233	March															
234	April															
235	May															
236	June															
237	July															
238	August															

239	September															
240	October															
241	November															
242	December															
243	Total															
244																
245																
246																
247																
248	Ending Balance of Prorated items				(Line 242, & Col H)								(Line 242, & Col N)			
249	Non-prorated Average Balance				From WsD Avg Rate Base								From WsD Avg Rate Base			
250	Proration Adjustment				(Line 248 minus Line 249)								(Line 248 minus Line 249)			
251																
252																
253																
254																
255	**Account 182 – Excess ADIT Federal Only NOL - Transmission**															
256	**Days in Period**						**Averaging with Proration - Projected**				**Averaging Preserving Projected Proration – True-up (See Note 6)**					
257	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**		**I**	**J**	**K**	**L**	**M**	**N**
258	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)
259																
260	December 31st balance Prorated Items															
261	January															
262	February															
263	March															
264	April															
265	May															

266	June															
267	July															
268	August															
269	September															
270	October															
271	November															
272	December															
273	Total															
274																
275																
276																
277																
278	Ending Balance of Prorated items				(Line 272, & Col H)								(Line 272, & Col N)			
279	Non-prorated Average Balance				From WsD.3 Excess ADIT								From WsD.3 Excess ADIT			
280	Proration Adjustment				(Line 278 minus Line 279)								(Line 278 minus Line 279)			
281																
282																
283	**Account 182 – Excess ADIT Federal Only NOL - General**															
284	**Days in Period**						**Averaging with Proration - Projected**				**Averaging Preserving Projected Proration – True-up (See Note 6)**					
285	**A**	**B**	**C**	**D**	**E**		**F**	**G**	**H**		**I**	**J**	**K**	**L**	**M**	**N**
286	Month	Days in the Month	Number of Days Remaining in Year After Month's Accrual of Deferred Taxes	Total Days in Future Portion of Test Period	Proration Amount (C / D)		Projected Monthly Activity	Prorated Projected Monthly Activity (E x F)	Prorated Projected Balance (Cumulative Sum of G)		Actual Monthly Activity	Difference between projected and actual activity (See Note 1)	Preserve proration when actual monthly and projected monthly activity are either both increases or decreases (See Note 2)	Difference between projected and actual activity when actual and projected activity are either both increases or decreases (See Note 3)	When projected activity is an increase while actual activity is a decrease or projected activity is a decrease while actual activity is an increase (See Note 4)	Balance reflecting proration or averaging (See Note 5)
287																
288	December 31st balance Prorated Items															
289	January															
290	February															
291	March															
292	April															
293	May															
294	June															

295	July																
296	August																
297	September																
298	October																
299	November																
300	December																
301	Total																
302																	
303																	
304																	
305																	
306	Ending Balance of Prorated items				(Line 300, & Col H)								(Line 300, & Col N)				
307	Non-prorated Average Balance				From WsD.3 Excess ADIT								From WsD.3 Excess ADIT				
308	Proration Adjustment				(Line 306 minus Line 307)								(Line 306 minus Line 307)				

Notes: 1) Column J is the difference between projected monthly and actual monthly activity (Column I minus Column F). Specifically, if projected and actual activity are both positive, a negative in Column J represents over-projection (amount of projected activity that did not occur) and a positive in Column J represents under-projection (excess of actual activity over projected activity). If projected and actual activity are both negative, a negative in Column J represents under-projection (excess of actual activity over projected activity) and a positive in Column J represents over-projection (amount of projected activity that did not occur).

2) Column K preserves proration when actual monthly and projected monthly activity are either both increases or decreases. Specifically, if Column J is over-projected, enter Column G x [Column I/Column F]. If Column J is under-projected, enter the amount from Column G and complete Column L). In other situations, enter zero.

3) Column L applies when (1) Column J is under-projected AND (2) actual monthly and projected monthly activity are either both increases or decreases. Enter the amount from Column J. In other situations, enter zero.

4) Column M applies when (1) projected monthly activity is an increase while actual monthly activity is a decrease OR (2) projected monthly activity is a decrease while actual monthly activity is an increase. Enter actual monthly activity (Col I). In other situations, enter zero.

5) Column N is computed by adding the prorated monthly activity, if any, from Column K to 50 percent of the portion of monthly activity, if any, from Column L or M to the balance at the end of the prior month. The activity in columns L and M is multiplied by 50 percent to reflect averaging of rate base to the extent that the proration requirement has not been applied to a portion of the monthly activity.

6) The methodology to remove double averaging from the true-up ADIT Proration calculation is effective June 27, 2018.

Worksheet D.3
Table 21B

Southwestern Public Service Company
Worksheet D.3 Non-Plant Excess ADIT
Inputs for Average Rate Base Calculations

Line No.	(a)	Year = 20yy (b) Projected Beg of Year Balance	(c) Projected End of Year Balance	(d) Projected Avg. Balance (b+c)/2	(e) ADIT Amortization	(f) References for Actual Data	Year = 20yy (g) Actual Beg of Year Balance	(h) Actual End of Year Balance	(i) Actual Avg. Balance (f+g)/2	(j) ADIT Amortization
1	Excess Deferred Taxes - Assets Account 254 (notes 1 and 3)									
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12				-					-	
13	**Excess ADIT Liabilities Subject to Proration**						**Excess ADIT Liabilities Subject to Proration**			
14				-					-	
15				-					-	
16	Total Account 254	0	0	-	0		0	0	0	0
17										
18	Acct 254 Gross Up									

19						
20	Total Acct 254 Grossed Up	0	0	FF1, p 278, Footnote	0	0
21						
22	Excess Deferred Taxes - Assets Account 182.3 (Notes 2 and 3)					
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						

51				-					-	
52				-					-	
53	**Excess ADIT Assets Subject to Proration**					**Excess ADIT Assets Subject to Proration**				
54										
55										
56										
57				-					-	
58				-					-	
59				-					-	
60				-					-	
61	Total Account 182.3	0	0	0	0		0	0	0	0
62										
63	Acct 182.3 Gross Up									
64										
65	Total Acct 182.3 Grossed Up	0	0			FF1, p 278, Footnote	0	0		

Note 1: All Excess ADIT Balances recorded in FERC Account 254 are unprotected
Note 2: The Deficient ADIT balance associated with prior Net Operating Loss deferred tax assets are protected. The other Deficient ADIT items in FERC Account 182.3 are unprotected.
Note 3: Excess/deficient ADIT resulting from the enactment of the Tax Reform and Jobs Act is included beginning January 1, 2018 (with the 2018 True-Up)

Southwestern Public Service Company **Worksheet D.4**

Worksheet D.4 - (Excess)/Deficient ADIT Amortization **Table 21C**

Plant Excess ADIT Amortization, Projected for Billing Year = 20yy

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Identification	Total (Note 1)	Retail, Production & Other Related	Transmission Related	Plant Related	Labor Related	Total Included in Income Tax Expense (d)+(e)+(f)	Remaining Amortization Period (Note 2)
Subtotal							
Transmission Allocator [TP, GP or W/S]		-	-	-	-		

Total							

Southwestern Public Service Company

Worksheet D.4 - (Excess)/Deficient ADIT Amortization

Non-Plant Excess ADIT Amortization, Projected for Billing Year = 20yy

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Identification	Total (Note 1)	Retail, Production & Other Related	Transmission Related	Plant Related	Labor Related	Total Included in Income Tax Expense (d)+(e)+(f)	Remaining Amortization Period (Note 2)

Subtotal							
Transmission Allocator [TP, GP or W/S]		-	-	-	-		
Total							

Southwestern Public Service Company

Worksheet D.4 - (Excess)/Deficient ADIT Amortization

Plant Excess ADIT Amortization, Actual for Billing Year = 20yy

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Identification	Total (Note 1)	Retail, Production & Other Related	Transmission Related	Plant Related	Labor Related	Total Included in Income Tax Expense (d)+(e)+(f)	Remaining Amortization Period (Note 2)

Subtotal							
Transmission Allocator [TP, GP or W/S]		-	-	-	-		
Total							

Southwestern Public Service Company

Worksheet D.4 - (Excess)/Deficient ADIT Amortization

Non-Plant Excess ADIT Amortization, Actual for Billing Year = 20yy

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Identification	Total (Note 1)	Retail, Production & Other Related	Transmission Related	Plant Related	Labor Related	Total Included in Income Tax Expense (d)+(e)+(f)	Remaining Amortization Period (Note 2)

Subtotal							
Transmission Allocator [TP, GP or W/S]		-	-	-	-		
Total							

Note 1: Excess and Deficient ADIT is amortized to FERC Accounts 410.1 and 411.1
Note 2: The amortization of Excess and Deficient ADIT balances began January 1, 2018 and are included in the 2018 True-Up)

Southwestern Public Service Company
Worksheet E - Rate Base Adjustments

Worksheet E
Table 22

ADIT Account 281 Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
281		-						
281		-						
281		-						
281		-						
281		-						
Subtotal - Form 1, p273 Projected		-	-	-	-	-		
Less FASB 109 Above if not separately removed								
Less FASB 106 Above if not separately removed								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

ADIT Account 282 Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
282		-						
282		-						
282		-						
282		-						
282		-						
282	FAS 109 Plant Excess ADIT – Protected	-						
282	FAS 109 Plant Excess ADIT – Unprotected	-						
Subtotal - Form 1, p275 Projected		-	-	-	-	-		
Less FASB 109 Above if not separately removed								
Less FASB 106 Above if not separately removed								
Proration Adjustment – Transmission (from WsD.2)								
Proration Adjustment – General & Intangible (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

ADIT Account 283 Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
283		-						
283		-						
283		-						
283		-						
283		-						
283		-						
283		-						
283		-						
283		-						
283		-						
283		-						
Subtotal - Form 1, p277 Projected		-	-	-	-	-		
Less FASB 109 Above if not separately removed								
Less FASB 106 Above if not separately removed								
Proration Adjustment – Software (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

ADIT Account 254 Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
254		-						
254		-						
254		-						
254		-						
254		-						

254		-						
254		-						
Excess ADIT Liabilities Subject to Proration		-	-	-	-	-		
		-						
		-						
		-						
		-						
Subtotal - Projected		-	-	-	-	-		
Proration Adjustment – Software (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

Southwestern Public Service Company
Worksheet E - Rate Base Adjustments

Worksheet E
Table 23

ADIT Account 190 Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						

ADIT Account 190 Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190		-						
190	FAS 109 Plant Deficient ADIT - Protected	-						
190	FAS 109 Plant Deficient ADIT - Unprotected							

Subtotal - Form 1, p234 Projected	-	-	-	-	-		
Less FASB 109 Above if not separately removed							
Less FASB 106 Above if not separately removed							
Proration Adjustment – Transmission (from WsD.2)							
Proration Adjustment – General & Intangible (from WsD.2)							
Proration Adjustment – Transmission NOL (from wsD.2)							
Proration Adjustment – General NOL (from WsD.2)							
Total	-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]		0.0000%	0.0000%	0.0000%	0.0000%		
Total		0	0	0	0	0	

ADIT Account 182.3 Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
182.3		-						
182.3		-						
182.3		-						
182.3		-						
182.3		-						
182.3		-						
182.3		-						
Excess ADIT Assets Subject to Proration		-	-	-	-	-		
		-						
		-						
		-						
		-						
Subtotal - Projected		-	-	-	-	-		
Proration Adjustment – Transmission NOL (from WsD.2)								
Proration Adjustment – General NOL (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

Unamortized Balance of Abandoned Incentive Plant Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Average Unamortized Balance from WsD	(D) Current Year Amortization Expense	(E) Unamortized Balance End of Current Year
		-		-
		-		-
Total		-	-	-

Unamortized Balance of Extraordinary Property Loss Projected for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Average Unamortized Balance from WsD	(D) Current Year Amortization Expense	(E) Unamortized Balance End of Current Year
		-		-
		-		-
Total		-	-	-

Southwestern Public Service Company
Worksheet E - Rate Base Adjustments

Worksheet E
Table 24

ADIT Account 281 Actual for Billing Year = 20yy (Note 1)

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
281		-						
281		-						
281		-						
Subtotal - Form 1, p273		-	-	-	-	-		
Less FASB 109 Above if not separately removed								
Less FASB 106 Above if not separately removed								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

ADIT Account 282 Actual for Billing Year = 20yy (Note 1)

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
282		-						
282		-						
282		-						
282	FAS 109 Plant Excess ADIT – Protected	-						
282	FAS 109 Plant Excess ADIT – Unprotected	-						
Subtotal - Form 1, p275		-	-	-	-	-		
Less FASB 109 Above if not separately removed								
Less FASB 106 Above if not separately removed								
Proration Adjustment – Transmission (from WsD.2)								
Proration Adjustment – General & Intangible (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

ADIT Account 283 Actual for Billing Year = 20yy (Note 1)

(A)	(B)	(C) Avg Balance	(D) Retail, Production & Other	(E) Transmission	(F) 0 Plant	(G) 0 Labor	(H) Total Included in Ratebase	(I)

Acc. No.	Identification	from WsD	Related	Related	Related	Related	(E)+(F)+(G)	Description
283		-						
283		-						
283		-						
283		-						
Subtotal - Form 1, p277		-	-	-	-	-		
Less FASB 109 Above if not separately removed								
Less FASB 106 Above if not separately removed								
Proration Adjustment – Software (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

ADIT Account 254 Actual for Billing Year = 20yy (Note 1)

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
254		-						
254		-						
254		-						
254		-						
254		-						
254		-						
254		-						
Excess ADIT Liabilities Subject to Proration		-	-	-	-	-		
		-						
		-						
		-						
		-						
Subtotal - Actual		-	-	-	-	-		
Proration Adjustment – Software (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

ADIT Account 190 Actual for Billing Year = 20yy (Note 1)

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
190		-						
190		-						
190		-						
190		-						
190	FAS 109 Plant Deficient ADIT – Protected	-						
190	FAS 109 Plant Deficient ADIT – Unprotected							
Subtotal - Form 1, p234		-	-	-	-	-		
Less FASB 109 Above if not separately removed								
Less FASB 106 Above if not separately removed								
Proration Adjustment – Transmission (from WsD.2)								
Proration Adjustment – General & Intangible (from WsD.2)								
Proration Adjustment – Transmission NOL (from WsD.2)								
Proration Adjustment – General NOL (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%		
Total			0	0	0	0	0	

ADIT Account 182.3 Actual for Billing Year = 20yy (Note 1)

(A) Acc. No.	(B) Identification	(C) Avg Balance from WsD	(D) Retail, Production & Other Related	(E) Transmission Related	(F) Plant Related	(G) Labor Related	(H) Total Included in Ratebase (E)+(F)+(G)	(I) Description
182.3		-						
182.3		-						
182.3		-						
182.3		-						
182.3		-						
182.3		-						
182.3		-						
Excess ADIT Assets Subject to Proration		-	-	-	-	-		

		-						
		-						
		-						
		-						
Subtotal - Actual		-	-	-	-	-		
Proration Adjustment – Transmission NOL (from WsD.2)								
Proration Adjustment – General NOL (from WsD.2)								
Total		-	-	-	-	-		
Transmission Allocator [TP, GP or W/S]			0.0000%	0.0000%	0.0000%	0.0000%	0	
Total			0	0	0	0	0	

Note 1: Excess/deficient ADIT resulting from the enactment of the Tax Reform and Jobs Act is included beginning January 1, 2018 (with the 2018 True-Up)

Southwestern Public Service Company
Worksheet E - Rate Base Adjustments

Worksheet E
Table 25

Unamortized Balance of Abandoned Incentive Plant Actual for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Average Unamortized Balance from WsD	(D) Prior Year Amortization Expense	(E) Unamortized Balance End of Prior Year
		-		-
		-		-
Total		-	-	-

Unamortized Balance of Extraordinary Property Loss Actual for Billing Year = 20yy

(A) Acc. No.	(B) Identification	(C) Average Unamortized Balance from WsD	(D) Prior Year Amortization Expense	(E) Unamortized Balance End of Prior Year
		-		-
		-		-
Total		-	-	-

Southwestern Public Service Company **Worksheet F**
Worksheet F - Working Capital **Table 26**

Line No.				
1	**I. PREPAYMENTS:**			
2	**Calculation of Projected Average Balances Based on Actual Prior Year Beginning & Ending**			
3	**Balances**			
4	**(a)**	**(b)**	**(c)**	**(d)**
5				Projected
6		Balance at	Balance at	Average
7		Jan 1, 20yy	Dec 31, 20yy	Balance
8	Plant Related:			
9				0
10				0
11				
12	Total Plant Related:	0	0	0
13				
14	Labor Related:			
15				0
16				0
17				
18	Total Labor Related:	0	0	0
19				
20	Transmission Related:			
21				0
22				
23	Total Transmission Related:	0	0	0
24				
25	Other - Not Included:			
26				0
27				0
28				0
29				0
30				0
31	Total Other Not Included:	0	0	0
32				
33	Total Prepayments Balances:	0	0	0
34				
35	**Calculation of Actual Average Balances for the Billing Period 01/01/20yy to 12/31/20yy**			
36				
37		Beginning of	End of	Actual Average
38	Plant Related:	Year Balance	Year Balance	Balance
39				0
40				0
41				
42	Total Plant Related:	0	0	0
43				
44	Labor Related:			
45				0
46				0
47				
48	Total Labor Related:	0	0	0
49				
50	Transmission Related:			
51				0
52				
53	Total Transmission Related:	0	0	0
54				
55	Other - Not Included:			
56				0
57				0
58				0
59				0

61	Total Other Not Included:	0	0	0
63	Total Prepayments Balances:	0	0	0

II. MATERIALS AND SUPPLIES

Calculation of Projected Average Balances Based on Actual from Prior Year FF1:

	(a)	**(b)** FF1 20yy Beg of Year	**(c)** FF1 20yy End of Year	**(d)** Projected Average Balance
71	Materials and Supplies - Transmission - FF1 - 227.8			0
72	Materials and Supplies - Other - FF1 - 227.11			0

Calculation of Actual Average Balances Based on Actual from FF1:

		FF1 20yy Beg of Year	FF120yy End of Year	Actual Average Balance
79	Materials and Supplies - Transmission - FF1 - 227.8			0
80	Materials and Supplies - Other - FF1 - 227.11			0

Southwestern Public Service Company

Table 26A

Worksheet F.1 - Unfunded Reserves

Projected for Billing Year = YYYY

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
List of all reserves:	FERC Account for Accrual/Balance	Beginning Balance	Ending Balance	Average Balance	Enter 1 if NOT in a trust or reserved account, enter zero (0) if included in a trust or reserved account	Enter 1 if the accrual account is included in the formula rate, enter (0) if the accrual account is NOT included in the formula rate	Enter the percentage paid for by customers, 1 less the percent associated with an offsetting liability on the balance sheet	Allocation (Plant or Labor Allocator)	Allocation Factor	Allocated to Transmission
				-						-
				-						-
				-						-
				-						-
				-						-
				-						-
Total Proj.				-						-

Notes:

The Formula Rate shall include a credit to rate base for each unfunded reserve. An unfunded reserve is a reserve where an escrow, trust, or restricted account has not been established for a fund whose balance is collected from customers through cost accruals to accounts that are recovered under the Formula Rate. Each unfunded reserve will be included on the lines above. The allocator in Col. (9) will be the same allocator used in the Formula Rate for the cost accruals to the account that is recovered under the Formula Rate

Actual for Billing Year = yyyy

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
List of all reserves:	FERC Account for Accrual/Balance	Beginning Balance	Ending Balance	Average Balance	Enter 1 if NOT in a trust or reserved account, enter zero (0) if included in a trust or reserved account	Enter 1 if the accrual account is included in the formula rate, enter (0) if the accrual account is NOT included in the formula rate	Enter the percentage paid for by customers, 1 less the percent associated with an offsetting liability on the balance sheet	Allocation (Plant or Labor Allocator)	Allocation Factor	Allocated to Transmission
				-						-
				-						-
				-						-
				-						-
				-						-
				-						-
Total Actual				-						-

Notes:

A The Formula Rate shall include a credit to rate base for each unfunded reserve. An unfunded reserve is a reserve where an escrow, trust, or restricted account has not been established for a fund whose balance is collected from customers through cost accruals to accounts that are recovered under the Formula Rate. Each unfunded reserve will be included on the lines above. The allocator in Col. (9) will be the same allocator used in the Formula Rate for the cost accruals to the account that is recovered under the Formula Rate

Southwestern Public Service Company
Worksheet G - O&M Expenses and Wages and Salaries

Worksheet G
Table 27

Line No.	(a) FERC Account No.	(b) Description	(c)	(d)	(e) Projected Amount	(f) Reference for Actual	(g) Actual Amount	(h)	(i)
1		**TRANSMISSION EXPENSES**							
2		*OPERATION*							
3	560	Supervision and Engineering				321.83.b			
4	561.0	Load Dispatching				321.84.b			
5	561.1	Load Dispatching - Reliability				321.85.b			
6	561.2	Load Dispatching - Monitor & Operate Transmission System				321.86.b			
7	561.3	Load Dispatching - Transmission Service & Scheduling				321.87.b			
8	561.4	Scheduling, System Control & Dispatch Services				321.88.b			
9	561.5	Reliability, Planning and Standards Development				321.89.b			
10	561.6	Transmission Service Studies				321.90.b			
11	561.7	Generation Interconnection Studies				321.91.b			
12	561.8	Reliability, Planning and Standards Development Services				321.92.b			
13	562	Station Expenses				321.93.b			
14	563	Overhead Line Expenses				321.94.b			
15	564	Underground Line Expenses				321.95.b			
16	565	Transmission of Electricity by Others				321.96.b			
17	566	Miscellaneous Transmission Expenses				321.97.b			
18	567	Rents				321.98.b			
19		Total Operation			0		0		
20									
21		*MAINTENANCE*							
22	568	Supervision and Engineering				321.101.b			
23	569	Structures				321.102.b			
24	569.1	Computer Hardware				321.103.b			
25	569.2	Computer Software				321.104.b			
26	569.3	Communication Equipment				321.105.b			
27	569.4	Miscellaneous Regional Transmission Plant				321.106.b			
28	570	Station Equipment				321.107.b			
29	571	Overhead Lines				321.108.b			
30	572	Underground Lines				321.109.b			
31	573	Miscellaneous Transmission Plant				321.110.b			
32		Total Maintenance			0		0		
33									
34		Total Transmission O&M			0		0		
35									
36		Less: All 561 Accounts			0		0		
37		Add Back: Account 561.6 - Transmission Service Studies			0		0		
38		Add Back: Account 561.7 - Generation Interconnection Studies			0		0		
39		Less: Account 565 - Transmission of Electricity by Others			0		0		
40		Transmission O&M Expense Adjustment (Note 1)							
41									
42		Total Net Transmission Expense			0		0		
43									
44		**ADMINISTRATIVE AND GENERAL**							
45		*OPERATION*							
46	920	Administrative and General Salaries				323.181.b			
47	921	Office Supplies and Expense				323.182.b			
48	922	(Less) Administrative Expense Transferred				323.183.b			
49	923	Outside Services Employed				323.184.b			
50	924	Property Insurance				323.185.b			
51	925	Injury and Damages				323.186.b			
52	926	Employee Pensions and Benefits				323.187.b			
53	928	Regulatory Commission Expenses				323.189.b			
54	929	(Less) Duplicate Charges-Cr.				323.190.b			
55	930.1	General Advertising Expenses				323.191.b			
56	930.2	Miscellaneous General Expenses				323.192.b			

57	931	Rents				323.193.b			
58		Total Operation			0		0		
59									
60		*MAINTENANCE*							
61	935	Maintenance of General Plant				323.196.b			
62									
63		Less: Account 926 Retail Pension Tracker				323 Footnote Data			
64		Less: Account 926 Retail Pension Tracker Amortization				323 Footnote Data			
65		Less: O&M Expenses (Note 1)							
66									
67									
68		TOTAL ADMINISTRATIVE AND GENERAL			0		0		
69									
70	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
71			**Projected**				**Actual**		
72			Direct	Payroll Billed	Total Projected		Direct	Payroll Billed	Total Actual
73		Wages and Salaries Allocator	Payroll	from Service Corp	Amount		Payroll	from Service Corp	Amount
74		Production			0	354.20.b			0
75		Transmission			0	354.21.b			0
76		Regional Market			0	354.22.b			0
77		Distribution			0	354.23.b			0
78		Other			0	354.24,25,26.b			0
79									
80		Total	0	0	0		0	0	0
81									
82		(Note 1: Eliminate Eddy County HVDC transmission O&M and A&G expenses.)							

Southwestern Public Service Company **Worksheet H**
Worksheet H - Miscellaneous Expenses **Table 28**

Line No.			Projected			Actual				
1			Acct 928 Projected for Billing Year =			Acct 928 Actual for Billing Year =			20yy	
2	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
3			100%	100%			100%	100%		
4			Non-	Transmission	Transmission		Non-	Transmission	Transmission	
5	Description	Expense	Transmission	Specific	Allocated	Expense	Transmission	Specific	Allocated	Explanation
6										
7										
8										
9										
10	Total 928				-					
		-	-	-		-	-	-	-	
11										
12										
13			Acct 930.2 Projected for Billing Year =		20yy	Acct 930.2 Actual for Billing Year =			20yy	
14										
15										
16										
17										
18										
19										
20										
21	Total 930.2									
		-	-	-	-		-	-	-	
22										
23										
24	Transmission Safety & Siting Advertising (Other Than in Acct 930.1) Projected for Year =				20yy	Actual Transmission Safety & Siting for Year =			20yy	
25										
26										
27										
28										
29										
30	Total Transmission Safety & Siting Adv.					-				
	-									

Southwestern Public Service Company **Worksheet I**
Worksheet I - Depreciation and Amortization Expense **Table 29**

Line No.	(a) Description	Projected Year = (b) Projected Depreciation Expense	**20yy** (c) Projected Amortization Expense	(d) Projected Total Depr. & Amort. Expense
1	Steam Production			0
2	Other Production			0
3	Total Production	0	0	0
4				
5	Transmission			0
6				
7	Distribution			0
8				
9	General			0
10				
11	Intangible - Computer Software			0
12				
13	Total	0	0	0
14				
15		Actual Year =	**20yy**	
16		Actual	Actual	Actual Total
17		Depreciation	Amortization	Depr. & Amort.
18		Expense	Expense	Expense
19				
20	Steam Production			0
21	Other Production			0
22	Total Production	0	0	0
23				
24	Transmission			0
25				
26	Distribution			0
27				
28	General			0
29				
30	Intangible - Computer Software			0
31				
32	Total (FF1, p.336-337, Footnote Data)	0	0	0

Worksheet J
Table 30

Southwestern Public Service Company
Worksheet J - Taxes Other Than Income & Investment Tax Credit

Line No.	(A) Description	Projected for Billing Year = (B) Expense	(C) Excluded from Rev Requirement	20yy (D) Included in Rev Requirement
1	LABOR RELATED:			
2				
3				
4				
5	Subtotal Labor Related	-	-	-
6				
7	PLANT RELATED:			
8				
9				
10				
11				
12	Subtotal Plant Related - Property	-	-	-
13				
14	OTHER:			
15				
16				
17	FRANCHISE & GROSS RECEIPTS:			
18				
19				
20				
21				
22				
23				
24	Subtotal Franchise & Gross Receipts	-	-	-
25				
26	Total Taxes Other Than Income	-	-	-
27				
28	FF1 page 114, line 14, column c:			
29				
30	Investment Tax Credit Amortized			
31				

	(A)	Actual for Billing Year = (B) FF1	(C)	20yy (D)	(E)
32					
33					
34				Excluded from	Included in
35	Description	Reference	Expense	Rev Requirement	Rev Requirement
36					
37	LABOR RELATED:				
38					
39					
40					
41	Subtotal Labor Related		-	-	-
42					
43	PLANT RELATED:				
44					
45					
46					
47					
48	Subtotal Plant Related - Property		-	-	-
49					
50	OTHER:				
51					

52				
53	FRANCHISE & GROSS RECEIPTS:			
54				
55				
56				
57				
58				
59				
60	Subtotal Franchise & Gross Receipts	-	-	-
61				
62	Total Taxes Other Than Income			
63				
64	FF1 page 114, line 14, column c:			
65				
66	Investment Tax Credit Amortized 266.8.f			

Southwestern Public Service Company **Worksheet K**

Worksheet K - Capital Structure **Table 31**

Line No.	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)
1								**PROJECTED BALANCES**							
2	**Common Equity - Projected**														13 Month
3		1-1-yy	1-31-yy	2-29-yy	3-31-yy	4-30-yy	5-31-yy	6-30-yy	7-31-yy	8-31-yy	9-30-yy	10-31-yy	11-30-yy	12-31-yy	Average Balance
4	Proprietary Capital														0
5	Less Preferred Stock														0
6	Less Acct 216.1 Unapprop. Undist. Sub. Earnings														0
7	Less Acct 219.1-Accum Other Compre. Income														0
8															
9	**Common Equity Balances (Ln 4-Ln 5-Ln 6-Ln 7)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
10															
11	**Long Term Debt - Projected**							**PROJECTED BALANCES**							
12															
13	Bonds														0
14	Less Reacquired Bonds														0
15	Other Long Term Debt														0
16															
17	**Debt Balances (Ln 13 - Ln 14+ Ln 15)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
18															
19								**ACTUAL BALANCES**							
20	**Common Equity - Actual**														13 Month
21		1-1-yy	1-31-yy	2-29-yy	3-31-yy	4-30-yy	5-31-yy	6-30-yy	7-31-yy	8-31-yy	9-30-yy	10-31-yy	11-30-yy	12-31-yy	Average Balance
22	Proprietary Capital														0
23	Less Preferred Stock														0
24	Less Acct 216.1 Unapprop. Undist. Sub. Earnings														0
25	Less Acct 219.1-Accum Other Compre. Income														0

26																	
27	**Common Equity Bal (Ln 22-Ln 23-Ln 24-Ln 25)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
28																	
29								**ACTUAL BALANCES**									
30	**Long Term Debt - Actual**																
31																	
32	Bonds																0
33	Less Reacquired Bonds																0
34	Other Long Term Debt																0
35																	
36	**Debt Balances (Ln 32 - Ln 33+ Ln 34)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
37																	
38	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)								
39				**Projected**			**FF1 Reference**	**Actual**									
40	**Cost of Debt - Annual Interest Expense**			**20yy**			**for Actual**	**20yy**									
41																	
42	Interest on Long Term Debt						(117.62.c)										
43	Less: Financial Hedge Gain/Expense and Interest Rate Derivative - from Line 62							0									
44	Plus: Allowed Hedge and Interest Rate Derivative Recovery - from Line 67							0									
45	Amortization of Debt Discount and Expense						(117.63.c)										
46	Amortization of Loss on Reacquired Debt						(117.64.c)										
47	Less: Interest on Long Term Credit Facility						(257.25.i)										
48	Less: Amort of Premium on Debt						(117.65.c)										
49	Less: Amort of Gain on Reacquired Debt						(117.66.c)										
50																	
51	**Total Interest Expense (Ln 42 - Ln 43 + Ln 44 + Ln 45 + Ln 46 - Lines 47 - Ln 49)**			**0**				**0**									
52																	
53	**Average Cost of Debt**			**0.00%**	**(Ln 51 / Ln 17, col o)**			**0.00%**	**(Ln 51 / Ln 36, col o)**								
54																	
55	**Preferred Stock Cost**																
56	Dividends on Preferred Stock			0			(118.29.c)	0									
57	**Average Cost of Preferred Stock**			**0.00%**	**(Ln 56 / Ln 5 , col o)**			**0.00%**	**(Ln 56 / Ln 23 , col o)**								

58			
59	**Financial Hedge Amortization and Interest Rate Derivative (Enter Gains as a Negative Number)**		
60	Series due 2033 6% Financial Hedge		
61	Series E due 2016 5.6% Financial Hedge		
62	Total Hedge Amortization and Interest Rate Derivative	0	0
63			
64	Total Average Capital Balance (Ln 9 + Ln 17)	0	0
65	Financial Hedge Recovery Limit - 7.5 Basis Points of Total Capital	0.00075	0.0007 5
66	Limit of Recoverable Amount	0	0
67	**Recoverable Hedge Amortization & Interest Rate Derivative (Lesser of Ln 62 or Ln 66)**	0	0

Southwestern Public Service Company **Worksheet L**
Worksheet L - Development of Composite State Income Tax Rate **Table 32**

I. Development of **Projected** Composite State Income Tax Rate for Billing Period Beginning 01/01/yy

State Income Tax Rate - New Mexico Apportionment Factor	Projected Effective State Income Tax Rate	0.0000%
State Income Tax Rate - Kansas Apportionment Factor	Projected Effective State Income Tax Rate	0.0000%
State Income Tax Rate - Oklahoma Apportionment Factor	Projected Effective State Income Tax Rate	0.0000%
State Income Tax Rate - Texas Apportionment Factor	Projected Effective State Income Tax Rate	0.0000%
Total Composite State Income Tax Rate		**0.0000%**

II. Development of **Actual** Composite State Income Tax Rate for Billing Period Beginning 01/01/yy

State Income Tax Rate - New Mexico Apportionment Factor	Actual Effective State Income Tax Rate	0.0000%
State Income Tax Rate - Kansas Apportionment Factor	Actual Effective State Income Tax Rate	0.0000%
State Income Tax Rate - Oklahoma Apportionment Factor	Actual Effective State Income Tax Rate	0.0000%
State Income Tax Rate - Texas Apportionment Factor	Actual Effective State Income Tax Rate	0.0000%
Total Composite State Income Tax Rate		**0.0000%**

Southwestern Public Service Company **Worksheet M**
Worksheet M - Direct Assigned Radial Lines **Table 33**

Actual for Billing Year = **20yy** (Note 1)

Line No.		(a) Gross Plant	(b) Net Plant	(c) Last Actual Net Plant Carrying Charge (Annual Rate) Input	(d) Revenue Requirement Col (b) * Col (c)	(e) Radial Line Reclassification Month/ Year In Service of Reclass Input	(f) Prorate Input	(g) Prorate Revenue Requirement Col (f) / 12 * Col (d)	(h) True-Up Adjustment Col (g) - Col (d)	(i) ATRR - TP Allocator Adj. Prorate Gross Plant Col (f) /12 * Col (a)	(j) Gross Plant Adjustment Col (i) - Col (a)
1	Radial Line Direct Assignment (Worksheet O)										
2					$0			$0	$0	$0	$0
3					$0			$0	$0	$0	$0
4					$0			$0	$0	$0	$0
5					$0			$0	$0	$0	$0
6					$0			$0	$0	$0	$0
7					$0			$0	$0	$0	$0
8					$0			$0	$0	$0	$0
9					$0			$0	$0	$0	$0
10					$0			$0	$0	$0	$0
11					$0			$0	$0	$0	$0
12	Total Plant Direct Assigned	$0	$0		$0			$0	$0	$0	$0

Note 1 - Actual prior year end balances will be used for the Gross and Net Plant amounts.

Southwestern Public Service Company **Worksheet N**
Worksheet N - Meter Investment **Table 34**

Projected (1) for Billing Year = **20yy**

Line No.	Meter Type	Number of Meters	Average Replacement Cost per Meter (2)	Total Replacement Cost	Allocated Meter Investment	Average Allocated Meter Investment	No. of Delivery Points	Total Meter Investment
1				$ -	$ -	$ -		
2				$ -	$ -	$ -		
3				$ -	$ -	$ -		$ -
4	Total	-		$ -	(3)			
5	Gross Plant Carrying Charge (4)							_____
6	Revenue Requirement							$_____-

(1) Actual prior year end balances will be used for the projected amounts.
(2) Averages will be based on the most recent available study.
(3) From FERC Form 1, page 207, line 70, column g.
(4) Based on the last actual amount

Southwestern Public Service Company **Worksheet O**

Worksheet O - Radial Line Investment **Table 35**

Line No.	Radial Line / Asset Location	Total Radial Gross Plant $	Total Radial Net Plant $	Wholesale Radial Gross Plant $	Wholesale Radial Net Plant $	Retail Radial Gross Plant $	Retail Radial Net Plant $	Customer	Reclass?
1	**Projected for Billing Year =20yy (Note 1)**								
2	**In Service Prior to October 1, 2005:**								
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15	**Total In Service Prior to October 1, 2005**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		
16									
17	**In Service October 1, 2005 and Later:**								
18									
19									
20									
21									
22									
23									
24									
25									
26									

Total In Service October 1, 2005 and Later	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
Total Projected SPS Radial Plant	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	

Note 1 - Actual prior year end balances are used for the projected amounts.

Radial Line / Asset Location	**Total Radial Gross Plant $**	**Total Radial Net Plant $**	**Wholesale Radial Gross Plant $**	**Wholesale Radial Net Plant $**	**Retail Radial Gross Plant $**	**Retail Radial Net Plant $**	**Customer**
Actual for Year = 20yy							
In Service Prior to October 1, 2005:							
Total In Service Prior to October 1, 2005	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
In Service October 1, 2005 and Later:							
Total In Service October 1, 2005 and Later	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
Total Actual SPS Radial Plant	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	

Southwestern Public Service Company **Worksheet P**
Worksheet P - Revenue Requirement for Base Plan Upgrades, Service Upgrades, Sponsored Upgrades and Generator **Table 36**

I. Determine the Revenue Requirement for Base Plan Upgrades

Line No.		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	SUMMARY OF BPU UPGRADES								
2									
3		Investment							
4		Year	Project Description	Projected Revenue Requirement	Actual Revenue Requirement	SPP Base Plan True-up Amount	20yy SPP Base Plan True-up Amount	20yy SPP Base Plan True-up Amount Int.	20yy Projected Revenue Req.
5			Section A Base Plan Facilities in Service Project 1	-	-	-			
6			Section A Base Plan Facilities in Service Project 2	-	-	-			
7			Section A Base Plan Facilities in Service Project 3	-	-	-			
8				-	-	-			
9				-	-	-			
10				-	-	-			
11				-	-	-			
12									
13									
14									
15	**Total Revenue Requirement and True-up Amount**			-	-	-			

A. Base Plan facilities. In Service

i. Project 1, Projected (Describe)

The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year matching Projected Year. Values prior and subsequent to the Projected Year will change as Attachment O is updated. These changes will not result in a refund or additional charge related to years prior to the Projected Year.

		Projected Details		
Beginning Investment		Projected Year (Input)	20yy	

Proposed Effective Date: 2/1/2019

Approved Effective Date: 2/1/2019

23	Service Year (yyyy)			Projected Year FCR w/o incentives, less depreciation (From ARR – Projected Data, line 40 col (5))			0.00%	
24	Billing Month (1-12)							
25	Depreciation Rate							
26	CIAC (Yes or No)							
27	**Investment**	**Beginning**	**Addition/ (Ret)**	**Plant Investment**		**Depreciation**	**Ending**	**Revenue**
28	**Year**	**Balance**	**Amount**	**Balance**	**Depreciation Rate**	**Expense**	**Balance**	**Requirement**
29	-	-	-	-		-	-	-
30	-	-	-	-		-	-	-
31	-	-	-	-		-	-	-
32	-	-	-	-		-	-	-
33	-	-	-	-		-	-	-
34	-	-	-	-		-	-	-
35	-	-	-	-		-	-	-
36	-	-	-	-		-	-	-
37	-	-	-	-		-	-	-
38	-	-	-	-		-	-	-
39	-	-	-	-		-	-	-
40	-	-	-	-		-	-	-
41	-	-	-	-		-	-	-
42	-	-	-	-		-	-	-
43	-	-	-	-		-	-	-
44	-	-	-	-		-	-	-
45	-	-	-	-		-	-	-
46	-	-	-	-		-	-	-
47	-	-	-	-		-	-	-
48	-	-	-	-		-	-	-
49	-	-	-	-		-	-	-
50	-	-	-	-		-	-	-
51	-	-	-	-		-	-	-
52	-	-	-	-		-	-	-
53	-	-	-	-		-	-	-
54	-	-	-	-		-	-	-
55	-	-	-	-		-	-	-

56	-	-	-	-	-	-	-
57	-	-	-	-	-	-	-
58	-	-	-	-	-	-	-
59	-	-	-	-	-	-	-
60	....	....	.....	.....	.....	.....	....

61

i. Project 1, Actual
62 **(Describe)**

63 **The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year**
64 **matching True-up Year. Values prior and subsequent to the True-up Year will change as Attachment O is updated.**
65 **These changes will not result in a refund or additional charge related to years prior to the True-up Year.**

66		**True-up Year Actual Details**		
67	Beginning Investment		True-up Year (Actual Year Used for Revenue Requirement - Input)	20yy
68	Service Year (yyyy)		True-up Year (Actual FCR w/o incentives, less depreciation) (From ARR-Actual Data, line 176 col (5))	0.00%
69	Billing Month (1-12)			
70	Depreciation Rate			
71	CIAC (Yes or No)			

72	**Investment**	**Beginning**	**Addition/ (Ret)**	**Plant Investment**		**Depreciation**	**Ending**	**Revenue**
73	**Year**	**Balance**	**Amount**	**Balance**	**Depreciation Rate**	**Expense**	**Balance**	**Requirement**
74	-	-	-	-		-	-	-
75	-	-	-	-		-	-	-
76	-	-	-	-		-	-	-
77	-	-	-	-		-	-	-
78	-	-	-	-		-	-	-
79	-	-	-	-		-	-	-
80	-	-	-	-		-	-	-
81	-	-	-	-		-	-	-
82	-	-	-	-		-	-	-
83	-	-	-	-		-	-	-
84	-	-	-	-		-	-	-
85	-	-	-	-		-	-	-
86	-	-	-	-		-	-	-
87	-							

			-	-	-	-	-	-
88	-		-	-	-	-	-	-
89	-		-	-	-	-	-	-
90	-		-	-	-	-	-	-
91	-		-	-	-	-	-	-
92	-		-	-	-	-	-	-
93	-		-	-	-	-	-	-
94	-		-	-	-	-	-	-
95	-		-	-	-	-	-	-
96	-		-	-	-	-	-	-
97	-		-	-	-	-	-	-
98	-		-	-	-	-	-	-
99	-		-	-	-	-	-	-
100								
101	-		-	-	-	-	-	-
102								
103	-		-	-	-	-	-	-
104								
105	-		-	-	-	-	-	-
106								
107	-		-	-	-	-	-	-
108								
109	-		-	-	-	-	-	-
110								
111	....		....	.....	.....	.....	.....	....

A. Base Plan facilities. In Service

i. Project 2, Projected (Describe)

The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year matching Projected Year. Values prior and subsequent to the Projected Year will change as Attachment O is updated. These changes will not result in a refund or additional charge related to years prior to the Projected Year.

	Projected Details			
Beginning Investment			Projected Year (Input)	20yy
Service Year (yyyy)			Projected Year FCR w/o incentives, less depreciation (From ARR – Projected Data, line 40 col (5))	0.00%
Billing Month (1-12)				
Depreciation Rate				
CIAC (Yes or No)				

	Investment	Beginning	Addition/ (Ret)	Plant Investment		Depreciation	Ending	Revenue
	Year	Balance	Amount	Balance	Depreciation Rate	Expense	Balance	Requirement
120	-	-	-	-		-	-	-
121	-	-	-	-		-	-	-
122	-	-	-	-		-	-	-
123	-	-	-	-		-	-	-
124	-	-	-	-		-	-	-
125	-	-	-	-		-	-	-
126	-	-	-	-		-	-	-
127	-	-	-	-		-	-	-
128	-	-	-	-		-	-	-
129	-	-	-	-		-	-	-
130	-	-	-	-		-	-	-
131	-	-	-	-		-	-	-
132	-	-	-	-		-	-	-
133	-	-	-	-		-	-	-
134	-	-	-	-		-	-	-
135	-	-	-	-		-	-	-
136	-	-	-	-		-	-	-
137	-	-	-	-		-	-	-
138	-	-	-	-		-	-	-
139	-	-	-	-		-	-	-
140	-	-	-	-		-	-	-
141	-	-	-	-		-	-	-
142	-	-	-	-		-	-	-
143	-	-	-	-		-	-	-
144	-	-	-	-		-	-	-
145	-	-	-	-		-	-	-
146	-	-	-	-		-	-	-
147	-	-	-	-		-	-	-
148	-	-	-	-		-	-	-
149	-	-	-	-		-	-	-

150	-	-	-	-	-	-	-
151	....	....	.....	.....	.....	.....	....

152 **i. Project 2, Actual (Describe)**

153 **The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year matching True-up Year. Values prior and subsequent to the True-up Year will change as Attachment O is updated. These changes will not result in a refund or additional charge related to years prior to the True-up Year.**

157 **True-up Year Actual Details**

158	Beginning Investment		True-up Year (Actual Year Used for Revenue Requirement - Input) 20yy
159	Service Year		True-up Year (Actual FCR w/o incentives, less depreciation) 0.00%
160	Billing Month		(From ARR-Actual Data, line 176 col (5))
161	Depreciation Rate		
162	CIAC (Yes or No)		

163	Investment	Beginning	Addition/ (Ret)	Plant Investment		Depreciation	Ending	Revenue
164	Year	Balance	Amount	Balance	Depreciation Rate	Expense	Balance	Requirement
165	-	-	-	-		-	-	-
166	-	-	-	-		-	-	-
167	-	-	-	-		-	-	-
168	-	-	-	-		-	-	-
169	-	-	-	-		-	-	-
170	-	-	-	-		-	-	-
171	-	-	-	-		-	-	-
172	-	-	-	-		-	-	-
173	-	-	-	-		-	-	-
174	-	-	-	-		-	-	-
175	-	-	-	-		-	-	-
176	-	-	-	-		-	-	-
177	-	-	-	-		-	-	-
178	-	-	-	-		-	-	-
179	-	-	-	-		-	-	-
180	-	-	-	-		-	-	-
181	-	-	-	-		-	-	-
182	-	-	-	-		-	-	-

3							
4	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-
6	-	-	-	-	-	-	-
7	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-
9	-	-	-	-	-	-	-
0	-	-	-	-	-	-	-
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-
6	....	....	.....	.....	.....	.....	....
7							

II. Determine the Revenue Requirement for Service Upgrades, Sponsored Upgrades and Generator Interconnection Facilities

Line No.

1 SUMMARY OF SERVICE, SPONSORED AND GENERATOR INTERCONNECTION UPGRADES

2	(a)	(b)	(c)	(d)	(e)
3	**Investment**		**Projected Revenue**	**Actual Revenue**	**SPP Base Plan**
4	**Year**	**Project Description**	**Requirement**	**Requirement**	**True-up Amount**
5			-	-	-
6			-	-	-
7			-	-	-
8			-	-	-
9			-	-	-
10			-	-	-
11			-	-	-
12					
13					

14					
15	**Total Revenue Requirement and True-up Amount**		-	-	-

Worksheet P - Revenue Requirement for Base Plan Upgrades, Service Upgrades, Sponsored Upgrades and Generator Interconnection Facilities.

III. Depreciation Rates

Year	Projected Worksheet P Depr Rate	Actual Worksheet P Depr Rate
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		
20yy		

Projected Ref. Table 2, Line 40.1, col(5) Actual Ref. Table 7, Line 176.1 col(5)

Southwestern Public Service Company **Worksheet P**

Worksheet P - Revenue Requirement for Base Plan Upgrades **Table 37**

198 **A. Base Plan facilities. In Service**

199 **i. Project 3, Projected (Describe)**

200 **The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year**
201 **matching Projected Year. Values prior and subsequent to Projected Year will change as Attachment O is updated.**
202 **These changes will not result in a refund or additional charge related to years prior to the Projected Year.**

203	Projected Details						
204	Beginning Investment		Projected Year (Input)			20yy	
205	Service Year (yyyy)		Projected Year FCR w/o incentives, less depreciation			0.00%	
206	Billing Month (1-12)		(From ARR – Projected Data, line 40 col (5))				
207	Depreciation Rate						
208	CIAC (Yes or No)						
209	**Investment**	**Beginning**	**Addition/(Ret)**	**Plant Investment**	**Depreciation**	**Ending**	**Revenue**
210	**Year**	**Balance**	**Amount**	**Balance**	**Expense**	**Balance**	**Requirement**
211	-	-	-	-	-	-	-
212	-	-	-	-	-	-	-
213	-	-	-	-	-	-	-
214	-	-	-	-	-	-	-
215	-	-	-	-	-	-	-
216	-	-	-	-	-	-	-
217	-	-	-	-	-	-	-
218	-	-	-	-	-	-	-
219	-	-	-	-	-	-	-
220	-	-	-	-	-	-	-
221	-	-	-	-	-	-	-
222	-	-	-	-	-	-	-
223	-	-	-	-	-	-	-
224	-	-	-	-	-	-	-
225	-	-	-	-	-	-	-
226	-	-	-	-	-	-	-
227	-	-	-	-	-	-	-
228	-	-	-	-	-	-	-
229	-	-	-	-	-	-	-
230	-			-			

		-	-		-	-	-
231	-	-	-	-	-	-	-
232	-	-	-	-	-	-	-
233	-	-	-	-	-	-	-
234	-	-	-	-	-	-	-
235	-	-	-	-	-	-	-
236	-	-	-	-	-	-	-
237	-	-	-	-	-	-	-
238	-	-	-	-	-	-	-
239	-	-	-	-	-	-	-
240	-	-	-	-	-	-	-
241	-	-	-	-	-	-	-
242	....	....	.....	.....	.....	.....	....
243							

244 **i. Project 3, Actual (Describe)**

245 **The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year**
246 **matching True-up Year. Values prior and subsequent to the True-up Year will change as Attachment O is updated.**
247 **These changes will not result in a refund or additional charge related to years prior to the True-up Year.**

248	True-up Year Actual Details						
249	Beginning Investment			True-up Year (Actual Year Used for Revenue Requirement - Input)			20yy
250	Service Year (yyyy)			True-up Year (Actual FCR w/o incentives, less depreciation)			0.00%
251	Billing Month (1-12)			(From ARR-Actual Data, line 176 col (5))			
252	Depreciation Rate						
253	CIAC (Yes or No)						
254	**Investment**	**Beginning**	**Addition/(Ret)**	**Plant Investment**	**Depreciation**	**Ending**	**Revenue**
255	**Year**	**Balance**	**Amount**	**Balance**	**Expense**	**Balance**	**Requirement**
256	-	-	-	-	-	-	-
257	-	-	-	-	-	-	-
258	-	-	-	-	-	-	-
259	-	-	-	-	-	-	-
260	-	-	-	-	-	-	-
261	-	-	-	-	-	-	-
262	-	-	-	-	-	-	-
263	-	-	-	-	-	-	-
264	-	-	-	-	-	-	-
265	-	-	-	-	-	-	-
266	-	-	-	-	-	-	-
267	-	-	-	-	-	-	-
268	-	-	-	-	-	-	-

270	-	-	-	-	-	-	-
271	-	-	-	-	-	-	-
272	-	-	-	-	-	-	-
273	-	-	-	-	-	-	-
274	-	-	-	-	-	-	-
275	-	-	-	-	-	-	-
276	-	-	-	-	-	-	-
277	....	....	.....	.....	.....	.....	....

288

289 **B. Base Plan facilities. Construction Work in Progress**

290 **i. Project 1, Projected (Describe)**

291 **The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year**
292 **matching Projected Year. Values prior and subsequent to the Projected Year will change as Attachment O is updated.**
293 **These changes will not result in a refund or additional charge related to years prior to the Projected Year.**

294	Projected Details			
295	Beginning Investment		Projected Year (Input)	20yy
296	Service Year (yyyy)		Projected Year FCR w/o incentives, less depreciation	0.00%
297	Billing Month (1-12)		(From ARR – Projected Data, line 40 col (5))	
298	Depreciation Rate			
299	CIAC (Yes or No)			

300		CWIP	Revenue
301	Months	Balance	Requirement
302	Dec	-	
303	Jan	-	
304	Feb	-	
305	Mar	-	
306	Apr	-	
307	May	-	
308	Jun	-	
309	Jul	-	
310	Aug	-	
311	Sep	-	
312	Oct	-	
313	Nov	-	
314	Dec	-	
315			

316	13 Mo Average	- $	-

317 **i. Project 1, Actual (Describe)**

318 **The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year**
319 **matching True-up Year. Values prior and subsequent to the True-up Year will change as Attachment O is updated.**
320 **These changes will not result in a refund or additional charge related to years prior to the True-up Year.**

321	**True-up Year Actual Details**			
322	Beginning Investment		True-up Year (Actual Year Used for Revenue Requirement - Input)	20yy
323	Service Year (yyyy)		True-up Year (Actual FCR w/o incentives, less depreciation)	0.00%
324	Billing Month (1-12)		(From ARR-Actual Data, line 176 col (5))	
325	Depreciation Rate			
326	CIAC (Yes or No)			

327		**CWIP**	**Revenue**
328	**Months**	**Balance**	**Requirement**
329	Dec	-	
330	Jan	-	
331	Feb	-	
332	Mar	-	
333	Apr	-	
334	May	-	
335	Jun	-	
336	Jul	-	
337	Aug	-	
338	Sep	-	
339	Nov	-	
340	Dec	-	
341			
342	13 Mo Average	- $	-

Southwestern Public Service Company **Worksheet P**

Worksheet P - Revenue Requirement for Base Plan Upgrades **Table 38**

Line
No.

343 **C. Service Upgrades.**

344 **i. Project 1, Projected (Describe)**

345 **The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year**
346 **matching Projected Year. Values prior and subsequent to the Porojected Year will change as Attachment O is updated.**
347 **These changes will not result in a refund or additional charge related to years prior to the Projected Year.**

348 **Projected Details**

349	Beginning Investment	Projected Year (Input)	20yy
350	Service Year (yyyy)	Projected Year FCR w/o incentives, less depreciation	0.00%
351	Billing Month (1-12)	(From ARR – Projected Data, line 40 col (5))	
352	Depreciation Rate		
353	CIAC (Yes or No)		
354			

355	Investment Year	Beginning Balance	Addition/(Ret) Amount	Plant Investment Balance	Depreciation Expense	Ending Balance	Revenue Requirement
357	-	-	-	-	-	-	-
358	-	-	-	-	-	-	-
359	-	-	-	-	-	-	-
360	-	-	-	-	-	-	-
361	-	-	-	-	-	-	-
362	-	-	-	-	-	-	-
363	-	-	-	-	-	-	-
364	-	-	-	-	-	-	-
365	-	-	-	-	-	-	-
366	-	-	-	-	-	-	-
367	-	-	-	-	-	-	-
368	-	-	-	-	-	-	-
369	-	-	-	-	-	-	-
370	-	-	-	-	-	-	-
371	-	-	-	-	-	-	-
372	-	-	-	-	-	-	-
373	-	-	-	-	-	-	-

374	-	-	-	-	-	-	-
375	-	-	-	-	-	-	-
376	-	-	-	-	-	-	-
377	-	-	-	-	-	-	-
378	-	-	-	-	-	-	-
379	-	-	-	-	-	-	-
380	-	-	-	-	-	-	-
381	-	-	-	-	-	-	-
382	-	-	-	-	-	-	-
383	-	-	-	-	-	-	-
384	-	-	-	-	-	-	-
385	-	-	-	-	-	-	-
386	-	-	-	-	-	-	-
387	-	-	-	-	-	-	-
388	....	....	.....	.....	.....	.....	....

389 **i. Project 1, Actual (Describe)**

390 **The calculated Rev. Req. from TO's and Other Zones shown below are only valid for Investment Year**
391 **matching True-up Year. Values prior and subsequent to the True-up Year will change as Attachment O is updated.**
392 **These changes will not result in a refund or additional charge related to years prior to the True-up Year.**

393	**True-up Year Actual Details**			
394	Beginning Investment		True-up Year (Actual Year Used for Revenue Requirement - Input)	20yy
395	Service Year (yyyy)		True-up Year (Actual FCR w/o incentives, less depreciation)	0.00%
396	Billing Month (1-12)		(From ARR-Actual Data, line 176 col (5))	
397	Depreciation Rate			
398	CIAC (Yes or No)			
399				

400	**Investment**	**Beginning**	**Addition/(Ret)**	**Plant Investment**	**Depreciation**	**Ending**	**Revenue**
401	**Year**	**Balance**	**Amount**	**Balance**	**Expense**	**Balance**	**Requirement**
402	-	-	-	-	-	-	-
403	-	-	-	-	-	-	-
404	-	-	-	-	-	-	-
405	-	-	-	-	-	-	-
406	-	-	-	-	-	-	-
407	-	-	-	-	-	-	-
408	-	-	-	-	-	-	-
409	-	-	-	-	-	-	-
410	-	-	-	-	-	-	-
411	-	-	-	-	-	-	-

412	-	-	-	-	-	-	-
413	-	-	-	-	-	-	-
414	-	-	-	-	-	-	-
415	-	-	-	-	-	-	-
416	-	-	-	-	-	-	-
417	-	-	-	-	-	-	-
418	-	-	-	-	-	-	-
419	-	-	-	-	-	-	-
420	-	-	-	-	-	-	-
421	-	-	-	-	-	-	-
422	-	-	-	-	-	-	-
423	-	-	-	-	-	-	-
424	-	-	-	-	-	-	-
425	-	-	-	-	-	-	-
426	-	-	-	-	-	-	-
427	-	-	-	-	-	-	-
428	-	-	-	-	-	-	-
429	-	-	-	-	-	-	-
430	-	-	-	-	-	-	-
431	-	-	-	-	-	-	-
432	-	-	-	-	-	-	-
433	….	….	…..	…..	…..	…..	….

434 **D. Sponsored Upgrades.**

435 **i. Project 1, Projected (Describe)**

436 **The calculated Rev. Req. from Sponsor and Credit shown below are only valid for Investment Year**
437 **matching Projected Year. Values prior and subsequent to the Projected Year will change as Attachment O is updated.**
438 **These changes will not result in a refund or additional charge related to years prior to the Projected Year.**

439	**Projected Details**			
440	Beginning Investment		Projected Year (Input)	20yy
441	Service Year (yyyy)		Projected Year FCR w/o incentives, less depreciation	0.00%
442	Billing Month (1-12)		(From ARR – Projected Data, line 40 col (5))	
443	Depreciation Rate			
444	CIAC (Yes or No)			
445				

446	Investment	Beginning	Addition/(Ret)	Plant Investment	Depreciation	Ending	Revenue
447	Year	Balance	Amount	Balance	Expense	Balance	Requirement
448	-	-	-	-	-	-	-
449	-	-	-	-	-	-	-
450	-	-	-	-	-	-	-
451	-	-	-	-	-	-	-

452	-	-	-	-	-	-	-
453	-	-	-	-	-	-	-
454	-	-	-	-	-	-	-
455	-	-	-	-	-	-	-
456	-	-	-	-	-	-	-
457	-	-	-	-	-	-	-
458	-	-	-	-	-	-	-
459	-	-	-	-	-	-	-
460	-	-	-	-	-	-	-
461	-	-	-	-	-	-	-
462	-	-	-	-	-	-	-
463	-	-	-	-	-	-	-
464	-	-	-	-	-	-	-
465	-	-	-	-	-	-	-
466	-	-	-	-	-	-	-
467	-	-	-	-	-	-	-
468	-	-	-	-	-	-	-
469	-	-	-	-	-	-	-
470	-	-	-	-	-	-	-
471	-	-	-	-	-	-	-
472	-	-	-	-	-	-	-
473	-	-	-	-	-	-	-
474	-	-	-	-	-	-	-
475	-	-	-	-	-	-	-
476	-	-	-	-	-	-	-
477	-	-	-	-	-	-	-
478	-	-	-	-	-	-	-
479	....	....	.....	.....	.....	.....	....

480 **i. Project 1, Actual (Describe)**

481 **The calculated Rev. Req. from Sponsor and Credit shown below are only valid for Investment Year**
482 **matching True-up Year. Values prior and subsequent to the True-up Year will change as Attachment O is updated.**
483 **These changes will not result in a refund or additional charge related to years prior to the True-up Year.**

True-up Year Actual Details

Beginning Investment		True-up Year (Actual Year Used for Revenue Requirement - Input)	20yy	
Service Year (yyyy)		True-up Year (Actual FCR w/o incentives, less depreciation)	0.00%	
Billing Month (1-12)		(From ARR-Actual Data, line 176 col (5))		
Depreciation Rate				
CIAC (Yes or No)				

Investment Year	Beginning Balance	Addition/(Ret) Amount	Plant Investment Balance	Depreciation Expense	Ending Balance	Revenue Requirement
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
....	....	.....	.....	.....	.....	....

Southwestern Public Service Company **Worksheet P**

Worksheet P - Revenue Requirement for Base Plan Upgrades **Table 39**

Line No.

525 **E. Generator Interconnect Upgrades.**

526 **i. Project 1, Projected (Describe)**

527 **The calculated Rev. Req. from Generator and Credit shown below are only valid for Investment Year**
528 **matching Projected Year. Values prior and subsequent to the Projected Year will change as Attachment O is updated.**
529 **These changes will not result in a refund or additional charge related to years prior to the Projected Year.**

530 **Projected Details**

531	Beginning Investment	Projected Year (Input)	20yy
532	Service Year (yyyy)	Projected Year FCR w/o incentives, less depreciation	0.00%
533	Billing Month (1-12)	(From ARR – Projected Data, line 40 col (5))	
534	Depreciation Rate		
535	CIAC (Yes or No)		
536			

537	Investment Year	Beginning Balance	Addition/(Ret) Amount	Plant Investment Balance	Depreciation Expense	Ending Balance	Revenue Requirement
538							
539	-	-	-	-	-	-	-
540	-	-	-	-	-	-	-
541	-	-	-	-	-	-	-
542	-	-	-	-	-	-	-
543	-	-	-	-	-	-	-
544	-	-	-	-	-	-	-
545	-	-	-	-	-	-	-
546	-	-	-	-	-	-	-
547	-	-	-	-	-	-	-
548	-	-	-	-	-	-	-
549	-	-	-	-	-	-	-
550	-	-	-	-	-	-	-
551	-	-	-	-	-	-	-
552	-	-	-	-	-	-	-
553	-	-	-	-	-	-	-
554	-	-	-	-	-	-	-
555	-					-	

		-	-	-	-		-
556	-	-	-	-	-	-	-
557	-	-	-	-	-	-	-
558	-	-	-	-	-	-	-
559	-	-	-	-	-	-	-
560	-	-	-	-	-	-	-
561	-	-	-	-	-	-	-
562	-	-	-	-	-	-	-
563	-	-	-	-	-	-	-
564	-	-	-	-	-	-	-
565	-	-	-	-	-	-	-
566	-	-	-	-	-	-	-
567	-	-	-	-	-	-	-
568	-	-	-	-	-	-	-
569	-	-	-	-	-	-	-
570	....	....	.....	.....	.....	.....	....

571

572 **i. Project 1, Actual (Describe)**

573 **The calculated Rev. Req. from Generator and Credit shown below are only valid for Investment Year**
574 **matching True-up Year. Values prior and subsequent to the True-up Year will change as Attachment O is updated.**
575 **These changes will not result in a refund or additional charge related to years prior to the True-up Year.**

576	True-up Year Actual Details						
577	Beginning Investment			True-up Year (Actual Year Used for Revenue Requirement - Input)			20yy
578	Service Year (yyyy)			True-up Year (Actual FCR w/o incentives, less depreciation)			0.00%
579	Billing Month (1-12)			(From ARR-Actual Data, line 176 col (5))			
580	Depreciation Rate						
581	CIAC (Yes or No)						
582							
583	**Investment**	**Beginning**	**Addition/(Ret)**	**Plant Investment**	**Depreciation**	**Ending**	**Revenue**
584	**Year**	**Balance**	**Amount**	**Balance**	**Expense**	**Balance**	**Requirement**
585	-	-	-	-	-	-	-
586	-	-	-	-	-	-	-
587	-	-	-	-	-	-	-
588	-	-	-	-	-	-	-
589	-	-	-	-	-	-	-
590	-	-	-	-	-	-	-
591	-	-	-	-	-	-	-
592	-	-	-	-	-	-	-

593	-	-	-	-	-	-	-
594	-	-	-	-	-	-	-
595	-	-	-	-	-	-	-
596	-	-	-	-	-	-	-
597	-	-	-	-	-	-	-
598	-	-	-	-	-	-	-
599	-	-	-	-	-	-	-
600	-	-	-	-	-	-	-
601	-	-	-	-	-	-	-
602	-	-	-	-	-	-	-
603	-	-	-	-	-	-	-
604	-	-	-	-	-	-	-
605	-	-	-	-	-	-	-
606	-	-	-	-	-	-	-
607	-	-	-	-	-	-	-
608	-	-	-	-	-	-	-
609	-	-	-	-	-	-	-
610	-	-	-	-	-	-	-
611	-	-	-	-	-	-	-
612	-	-	-	-	-	-	-
613	-	-	-	-	-	-	-
614	-	-	-	-	-	-	-
615	-	-	-	-	-	-	-
616	....	....	.....	.....	.....	.....	....

Southwestern Public Service Company **Worksheet Q**
Worksheet Q - Forecasted Incentive CWIP (Note 1) **Table 40**

Projected for Billing Year = **20yy**

Line No.		(A) Projected Incentive CWIP	(B) Projected Specific CWIP	(C) Accumulated Balance Projected Incentive CWIP	
1	Dec				
2	Jan			-	
3	Feb			-	
4	Mar			-	
5	Apr			-	
6	May			-	
7	Jun			-	
8	Jul			-	
9	Aug			-	
10	Sep			-	
11	Oct			-	
12	Nov			-	
13	Dec			-	
14	Total	-		-	
		-			

15 13 month avg of current year changes to CWIP = Col C [-] (Goes to Page 3, ln 73)

		(D) Accumulated Pre-Funded AFUDC	(E) Pre-Funded AFUDC Amortization
16	Dec		
17	Jan		
18	Feb		
19	Mar		
20	Apr		
21	May		
22	Jun		
23	Jul		
24	Aug		
25	Sep		
26	Oct		
27	Nov		
28	Dec		
29	Total	-	
		-	

30 13 Month Avg Accumulated Pre-Funded AFUDC = Col D [-] (Goes to Page 3, ln 74)
31 Pre-Funded AFUDC Amortization = Col E [-] (Goes to Page 4, ln 115)

Actual for Billing Year = **20yy**

		(A) Actual Incentive CWIP	(B) Actual Other CWIP	(C) Accumulated **Balance** Actual Incentive CWIP	
32	Dec				
33	Jan			-	
34	Feb			-	
35	Mar			-	
36	Apr			-	
37	May			-	
38	Jun			-	
39	Jul			-	
40	Aug			-	
41	Sep			-	

42	Oct		-
43	Nov		-
44	Dec		-
45	Total	-	-
		-	

46 13 month avg of prior year changes to CWIP = Col C [-] (Goes to Page 8, ln 209)

		(D) Accumulated Pre-Funded AFUDC	(E) Pre-Funded AFUDC Amortization
47	Dec		
48	Jan		
49	Feb		
50	Mar		
51	Apr		
52	May		
53	Jun		
54	Jul		
55	Aug		
56	Sep		
57	Oct		
58	Nov		
59	Dec		
60	Total	-	
		-	

61 13 Month Avg Accumulated Pre-Funded AFUDC = Col D [-] (Goes to Page 8, ln 210)
62 Pre-Funded AFUDC Amortization = Col E [-] (Goes to Page 9, ln 251)

63 Note 1: Worksheet Q will remain blank until such time that SPS files for and receives FERC approval
64 for including specific incentive CWIP projects in the formula rate. SPS accounting records will be the
65 source of this data.

Southwestern Public Service Company **Worksheet R**
Worksheet R - Incentive Projects. **Table 41**

I. Calculate Return and Income Taxes with hypothetical 100 basis point ROE increase.

A. Determine "R" with hypothetical 100 basis point increase in ROE.

Line No.				
1	ROE w/o incentives (From Page 5, ln 162)			10.50%
2	ROE with additional 100 basis point incentive			11.50%
3	Determine R (cost of long term debt, cost of preferred stock and percent is from Page 5, lns 160 through162)			
4		%	Cost	Weighted cost
5	Long Term Debt	0.00%	0.0000	0.0000
6	Preferred Stock	0.00%	0.0000	0.0000
7	Common Stock	0.00%	0.1150	0.0000
8			R =	0.0000

B. Determine Return using "R" with hypothetical 100 basis point ROE increase.

9	Rate Base (From Page 3, ln 89)		-
10	R (from A. above)	0.0000	
11	Return (Rate Base x R)		-

C. Determine Income Taxes using Return with hypothetical 100 basis point ROE increase.

12	Return (from B. above)		-
13	CIT (From Page 4, ln 131)	0.00%	
14	Income Tax Calculation (Return x CIT)		-
15	ITC Adjustment (From Page 4, ln 137)		-
16	Income Taxes		-

II. Calculate Net Plant Carrying Charge Rate (Fixed Charge Rate or FCR) with hypothetical 100 basis point ROE increase.

A. Determine Net Revenue Requirement less return and Income Taxes.

Line No.		
17	Net Revenue Requirement (From Page 2, ln 33)	-
18	Return (From Page 4, ln 139)	-
19	Income Taxes (From Page 4, ln 138)	-
20	Net Revenue Requirement, Less Return and Taxes	-

B. Determine Net Revenue Requirement with hypothetical 100 basis point increase in ROE.

21	Net Revenue Requirement, Less Return and Taxes	-
22	Return (from I.B. above)	-
23	Income Taxes (from I.C. above)	-
24	Net Revenue Requirement, with 100 Basis Point ROE increase	-
25	Depreciation (From Page 4, ln 114)	-
26	Net Rev. Req, w/100 Basis Point ROE increase, less Depreciation	-

C. Determine FCR with hypothetical 100 basis point ROE increase.

27	Net Transmission Plant (From Page 3, ln 62)	-
28	Net Revenue Requirement, with 100 Basis Point ROE increase	

29	FCR with 100 Basis Point increase in ROE	- 0.00%	
30	Net Rev. Req, w/100 Basis Point ROE increase, less Dep.		
31	FCR with 100 Basis Point ROE increase, less Depreciation	- 0.00%	(use when no CIAC is associated with facilities receiving incentives)
32	FCR w/o 100 Basis Point ROE increase, less Depreciation	0.00%	(From Page 2, ln 40)
33	FCR w/o Return, Income Taxes and Depreciation	0.00%	(use when CIAC is associated with facilities receiving incentives)

Southwestern Public Service Company
Worksheet R - Incentive Projects.

Worksheet R
Table 42

III. Determine the Additional Revenue Requirement and Revenue Credit for facilities receiving incentives.

A. Facilities receiving incentives accepted by FERC in Docket No.

The calculated Additional Revenue Requirement and Revenue Credit shown below are only valid for Investment Years matching Current Year. Values prior and subsequent to the Current Year will change as Attachment O is updated. These changes will not result in a refund or additional charge related to years prior to the Current Year.

Beginning Balance = Investment in first year and prior year Ending Balance, thereafter
Depreciation Expense = Straight line depreciation equal to Investment divided by Useful Life
Ending Balance = Beginning Balance - Depreciation Expense
Revenue Requirement = FCR * Beginning Balance plus Depreciation Expense, adjusted by Service Month divided by 12 in the first year
Additional Rev. Requirement = Revenue Requirement w/incentives less w/o incentive for the year
Additional Revenue Credit = Revenue Requirement w/o incentives

Line No.	Details							
34	Investment			Current Year				
35	Service Year (yyyy)			ROE increase accepted by FERC (Basis Points)				
36	Service Month (1-12)			FCR w/o incentives, less depreciation			0.00%	
37	Useful life			FCR w/incentives approved for these facilities, less dep.			0.00%	
38	CIAC (Yes or No)			Annual Depreciation Expense				-
39		Investment	Beginning	Depreciation	Ending	Revenue	Additional Rev.	Additional Rev.
40		Year	Balance	Expense	Balance	Requirement	Requirement	Credit
41	w/o incentives	-						$ -
			-	-	-	-		
42	w/incentives	-					$ -	
			-	-	-	-		
43	w/o incentives	-						$ -
			-	-	-	-		
44	w/incentives	-					$ -	
			-	-	-	-		
45	w/o incentives	-						$ -
			-	-	-	-		
46	w/incentives	-					$ -	
			-	-	-	-		
47	w/o incentives	-						$ -
			-	-	-	-		
48	w/incentives	-					$ -	
			-	-	-	-		
49	w/o incentives	-						$ -
			-	-	-	-		
50	w/incentives	-					$ -	
			-	-	-	-		
51	w/o incentives	-						$ -
			-	-	-	-		
52	w/incentives	-					$ -	
			-	-	-	-		
53	w/o incentives	-						$ -
			-	-	-	-		
54	w/incentives	-					$ -	
			-	-	-	-		
55	w/o incentives	-						$ -
			-	-	-	-		
56	w/incentives	-					$ -	
			-	-	-	-		
57	w/o incentives	-						$ -
			-	-	-	-		
58	w/incentives	-					$ -	
			-	-	-	-		
59	w/o incentives	-						$ -
			-	-	-	-		
60	w/incentives	-					$ -	

61	w/o incentives	-	-	-	-	-	$	-
62	w/incentives	-	-	-	-	-	$	-
63	w/o incentives	-	-	-	-	-	$	-
64	w/incentives	-	-	-	-	-	$	-
65	w/o incentives	-	-	-	-	-	$	-
66	w/incentives	-	-	-	-	-	$	-
67	w/o incentives	-	-	-	-	-	$	-
68	w/incentives	-	-	-	-	-	$	-
69	w/o incentives	-	-	-	-	-	$	-
70	w/incentives	-	-	-	-	-	$	-
71	w/o incentives	-	-	-	-	-	$	-
72	w/incentives	-	-	-	-	-	$	-
73	w/o incentives	-	-	-	-	-	$	-
74	w/incentives	-	-	-	-	-	$	-
75	w/o incentives	-	-	-	-	-	$	-
76	w/incentives	-	-	-	-	-	$	-
77	w/o incentives	-	-	-	-	-	$	-
78	w/incentives	-	-	-	-	-	$	-
79	w/o incentives	-	-	-	-	-	$	-
80	w/incentives	-	-	-	-	-	$	-
81	w/o incentives	-	-	-	-	-	$	-
82	w/incentives	-	-	-	-	-	$	-
83	w/o incentives	-	-	-	-	-	$	-
84	w/incentives	-	-	-	-	-	$	-
85	w/o incentives	-	-	-	-	-	$	-
86	w/incentives	-	-	-	-	-	$	-
87	w/o incentives	-	-	-	-	-	$	-
88	w/incentives	-	-	-	-	-	$	-
89	w/o incentives	-	-	-	-	-	$	-
90	w/incentives	-	-	-	-	-	$	-
91	w/o incentives	-	-	-	-	-	$	-
92	w/incentives	-	-	-	-	-	$	-
93	w/o incentives	-	-	-	-	-	$	-

94	w/incentives	-	-	-	-	-	$	-	
95	w/o incentives	-	-	-	-	-		$	-
96	w/incentives	-	-	-	-	-	$	-	
97	w/o incentives	-	-	-	-	-		$	-
98	w/incentives	-	-	-	-	-	$	-	
99	w/o incentives	-	-	-	-	-		$	-
100	w/incentives	-	-	-	-	-	$	-	
101	w/o incentives	-	-	-	-	-		$	-
102	w/incentives	-	-	-	-	-	$	-	
103	w/o incentives	....	....	.....	....		....		
104	w/incentives	....	....	.....	.....	....	....		
							$	$	-
							-		

Southwestern Public Service Company **Worksheet R**
Worksheet R - Incentive Projects. **Table 43**

III. Determine the Additional Revenue Requirement and Revenue Credit for facilities receiving incentives. (cont.)

B. Facilities receiving incentives accepted by FERC in Docket No.

The calculated Additional Revenue Requirement and Revenue Credit shown below are only valid for Investment Years matching Current Year. Values prior and subsequent to the Current Year will change as Attachment O is updated. These changes will not result in a refund or additional charge related to years prior to the Current Year.

Beginning Balance = Investment in first year and prior year Ending Balance, thereafter
Depreciation Expense = Straight line depreciation equal to Investment divided by Useful Life
Ending Balance = Beginning Balance - Depreciation Expense
Revenue Requirement = FCR * Beginning Balance plus Depreciation Expense, adjusted by Service Month divided by 12 in the first year
Additional Rev. Requirement = Revenue Requirement w/incentives less w/o incentive for the year
Additional Revenue Credit = Revenue Requirement w/o incentives

Line No.	Details							
105	Investment		Current Year					
106	Service Year (yyyy)		ROE increase accepted by FERC (Basis Points)					
107	Service Month (1-12)		FCR w/o incentives, less depreciation				0.00%	
108	Useful life		FCR w/incentives approved for these facilities, less dep.				0.00%	
109	CIAC (Yes or No)		Annual Depreciation Expense					-
110		**Investment**	**Beginning**	**Depreciation**	**Ending**	**Revenue**	**Additional Rev.**	**Additional Rev.**
111		**Year**	**Balance**	**Expense**	**Balance**	**Requirement**	**Requirement**	**Credit**
	1 1 2 w/o incentives	-	-	-	-	-	-	-
113	w/incentives	-	-	-	-	-	$ -	
	1 1 4 w/o incentives	-	-	-	-	-	-	-
115	w/incentives	-	-	-	-	-	$ -	
116	w/o incentives	-	-	-	-	-		$ -
117	w/incentives	-	-	-	-	-	$ -	
118	w/o incentives	-	-	-	-	-		$ -
119	w/incentives	-	-	-	-	-	$ -	

120	w/o incentives	-						$	-
121	w/incentives	-	-	-	-	-	$	-	
122	w/o incentives	-						$	-
123	w/incentives	-	-	-	-	-	$	-	
124	w/o incentives	-						$	-
125	w/incentives	-	-	-	-	-	$	-	
126	w/o incentives	-						$	-
127	w/incentives	-	-	-	-	-	$	-	
128	w/o incentives	-						$	-
129	w/incentives	-	-	-	-	-	$	-	
130	w/o incentives	-						$	-
131	w/incentives	-	-	-	-	-	$	-	
132	w/o incentives	-						$	-
133	w/incentives	-	-	-	-	-	$	-	
134	w/o incentives	-						$	-
135	w/incentives	-	-	-	-	-	$	-	
136	w/o incentives	-						$	-
137	w/incentives	-	-	-	-	-	$	-	
138	w/o incentives	-						$	-
139	w/incentives	-	-	-	-	-	$	-	
140	w/o incentives	-						$	-
141	w/incentives	-	-	-	-	-	$	-	
142	w/o incentives	-						$	-
143	w/incentives	-	-	-	-	-	$	-	
144	w/o incentives	-						$	-
145	w/incentives	-	-	-	-	-	$	-	
146	w/o incentives	-						$	-
147	w/incentives	-	-	-	-	-	$	-	
148	w/o incentives	-						$	-
149	w/incentives	-	-	-	-	-	$	-	
150	w/o incentives	-						$	-
151	w/incentives	-	-	-	-	-	$	-	
152	w/o incentives	-						$	-

153	w/incentives	-	-	-	-	-	$	-	
154	w/o incentives	-	-	-	-	-		$	-
155	w/incentives	-	-	-	-	-	$	-	
156	w/o incentives	-	-	-	-	-		$	-
157	w/incentives	-	-	-	-	-	$	-	
158	w/o incentives	-	-	-	-	-		$	-
159	w/incentives	-	-	-	-	-	$	-	
160	w/o incentives	-	-	-	-	-		$	-
161	w/incentives	-	-	-	-	-	$	-	
162	w/o incentives	-	-	-	-	-		$	-
163	w/incentives	-	-	-	-	-	$	-	
164	w/o incentives	-	-	-	-	-		$	-
165	w/incentives	-	-	-	-	-	$	-	
166	w/o incentives	-	-	-	-	-		$	-
167	w/incentives	-	-	-	-	-	$	-	
168	w/o incentives	-	-	-	-	-		$	-
169	w/incentives	-	-	-	-	-	$	-	
170	w/o incentives	-	-	-	-	-		$	-
171	w/incentives	-	-	-	-	-	$	-	
172	w/o incentives	-	-	-	-	-		$	-
173	w/incentives	-	-	-	-	-	$	-	
174	w/o incentives	....	....	.....	....			....	
175	w/incentives	....	....	.....	.....	....	....		
							$	- $	-

Southwestern Public Service Company **Worksheet R**
Worksheet R - Incentive Projects. **Table 44**

III. Determine the Additional Revenue Requirement and Revenue Credit for facilities receiving incentives. (cont.)

B. Facilities receiving incentives accepted by FERC in Docket No.

The calculated Additional Revenue Requirement and Revenue Credit shown below are only valid for Investment Years matching Current Year. Values prior and subsequent to the Current Year will change as Attachment O is updated. These changes will not result in a refund or additional charge related to years prior to the Current Year.

Beginning Balance = Investment in first year and prior year Ending Balance, thereafter
Depreciation Expense = Straight line depreciation equal to Investment divided by Useful Life
Ending Balance = Beginning Balance - Depreciation Expense
Revenue Requirement = FCR * Beginning Balance plus Depreciation Expense, adjusted by Service Month divided by 12 in the first year
Additional Rev. Requirement = Revenue Requirement w/incentives less w/o incentive for the year
Additional Revenue Credit = Revenue Requirement w/o incentives

Line No.	Details							
176	Investment			Current Year				**0**
177	Service Year (yyyy)			ROE increase accepted by FERC (Basis Points)				
178	Service Month (1-12)			FCR w/o incentives, less depreciation				0.00%
179	Useful life			FCR w/incentives approved for these facilities, less dep.				0.00%
180	CIAC (Yes or No)			Annual Depreciation Expense				-
181		**Investment**	**Beginning**	**Depreciation**	**Ending**	**Revenue**	**Additional Rev.**	**Additional Rev.**
182		**Year**	**Balance**	**Expense**	**Balance**	**Requirement**	**Requirement**	**Credit**
183	w/o incentives	-	-	-	-	-		$ -
184	w/incentives	-	-	-	-	-	$ --	
185	w/o incentives	-	-	-	-	-		$ -
186	w/incentives	-	-	-	-	-	$ --	
187	w/o incentives	-	-	-	-	-		$ -
188	w/incentives	-	-	-	-	-	$ --	
189	w/o incentives	-	-	-	-	-		$ -
190	w/incentives	-	-	-	-	-	$ --	
191	w/o incentives	-	-	-	-	-		$ -
192	w/incentives	-	-	-	-	-	$ --	
193	w/o incentives	-	-	-	-	-		$ -
194	w/incentives	-	-	-	-	-	$ --	
195	w/o incentives	-	-	-	-	-		$ -
196	w/incentives	-	-	-	-	-	$ --	
197	w/o incentives	-	-	-	-	-		$ -
198	w/incentives	-	-	-	-	-	$ --	
199	w/o incentives	-	-	-	-	-		$ -
200	w/incentives	-	-	-	-	-	$ --	
201	w/o incentives	-	-	-	-	-		$ -
202	w/incentives	-	-	-	-	-	$ --	
203	w/o incentives	-	-	-	-	-		$ -
204	w/incentives	-	-	-	-	-	$ --	
205	w/o incentives	-	-	-	-	-		$ -
206	w/incentives	-	-	-	-	-	$ --	
207	w/o incentives	-	-	-	-	-		$ -
208	w/incentives	-	-	-	-	-	$ --	
209	w/o incentives	-	-	-	-	-		$ -
210	w/incentives	-	-	-	-	-	$ --	
211	w/o incentives	-	-	-	-	-		$ -
212	w/incentives	-	-	-	-	-	$ --	
213	w/o incentives	-	-	-	-	-		$ -
214	w/incentives	-	-	-	-	-	$ --	
215	w/o incentives	-	-	-	-	-		$ -
216	w/incentives	-	-	-	-	-	$ --	
217	w/o incentives	-	-	-	-	-		$ -
218	w/incentives	-	-	-	-	-	$ --	
219	w/o incentives	-	-	-	-	-		$ -
220	w/incentives	-	-	-	-	-	$ --	
221	w/o incentives	-	-	-	-	-		$ -
222	w/incentives	-	-	-	-	-	$ --	

223	w/o incentives	-	-	-	-	-		$	-
224	w/incentives	-	-	-	-	-	$	--	
225	w/o incentives	-	-	-	-	-		$	-
226	w/incentives	-	-	-	-	-	$	--	
227	w/o incentives	-	-	-	-	-		$	-
228	w/incentives	-	-	-	-	-	$	--	
229	w/o incentives	-	-	-	-	-		$	-
230	w/incentives	-	-	-	-	-	$	--	
231	w/o incentives	-	-	-	-	-		$	-
232	w/incentives	-	-	-	-	-	$	--	
233	w/o incentives	-	-	-	-	-		$	-
234	w/incentives	-	-	-	-	-	$	--	
235	w/o incentives	-	-	-	-	-		$	-
236	w/incentives	-	-	-	-	-	$	--	
237	w/o incentives	-	-	-	-	-		$	-
238	w/incentives	-	-	-	-	-	$	--	
239	w/o incentives	-	-	-	-	-		$	-
240	w/incentives	-	-	-	-	-	$	--	
241	w/o incentives	-	-	-	-	-		$	-
242	w/incentives	-	-	-	-	-	$	--	
243	w/o incentives	-	-	-	-	-		$	-
244	w/incentives	-	-	-	-	-	$	--	
245	w/o incentives	....	....	....	.....	....		....	
246	w/incentives	....	....	.....	.....	....	....		
							$	- $	-

Proposed Effective Date: 2-1-2019

Approved Effective Date: 2-1-2019

Southwestern Public Service Company **Table 45**
Transmission Formula Rate Template **Worksheet S**
Twelve Months Ended December 31, 20YY
Depreciation and Amortization Rates

FERC Account	Name	Depreciation/ Amortization Rate (%)
Electric Intangible		
303.40	Electric Intangible Software 3 Yr	33.33
303.40	Electric Intangible Software 5 Yr	20.00
303.40	Electric Intangible Software 7 Yr	14.29
303.40	Electric Intangible Software 10 Yr	10.00
303.40	Electric Intangible Software 15 Yr	6.67
Electric Transmission		
350.2	Land Rights	1.13
352	Structures & Improvements	1.50
353	Station Equipment	1.83
354	Towers & Fixtures	1.51
355	Poles & Fixtures	3.12
356	OH Conductors & Devices	2.73
357	UG Conduit	1.10
358	UG Conductors & Devices	2.47
359	Roads & Trails	1.57
Electric General		
389	General Land Rights	2.12
390	Structures and Improvements	2.36
391	Office, Furniture and Equipment	4.00
391.4	Computer Hardware	20.00
392.1	Transportation Equipment - Autos	9.10
392.2	Transportation Equipment - Light Trucks	9.30
392.3	Transportation Equipment - Trailers	6.07
392.4	Transportation Equipment - Heavy Trucks	7.83
393	Stores Equipment	2.86
394	Tools Shop Equipment	2.86
395	Laboratory Equipment	4.00
396	Power Operated Equipment	4.74
397	Communications Equipment	6.93
397.3	Communications Equipment - EMS	6.93
398	Miscellaneous Equipment	4.17

Proposed Effective Date: 2-1-2019

Approved Effective Date: 2-1-2019

Notes:

The Depreciation Rates were approved in Docket ER19-404 (Transmission) and Docket ER15-949 (General and Intangible) and will not change absent a 205 or 206 filing.

APPENDIX 1 to Attachment O – SPS

ANNUAL FORMULA RATE IMPLEMENTATION PROCEDURES
SOUTHWESTERN PUBLIC SERVICE COMPANY

Section 1 Applicability

The formula rate template and these Annual Formula Rate Implementation Procedures (collectively, the "*Formula Rate*") comprise SPS's filed transmission rate. SPS shall follow the Formula Rate to calculate annually its Zonal Annual Transmission Revenue Requirement ("*Zonal ATRR*"), the monthly rate for Network Integration Transmission Service ("*NITS Rate*"), the rates for point-to-point transmission service ("*PTP Rates*"), the monthly meter charge ("*Meter Charge*"), the monthly radial line charge ("*Radial Line Charge*"), the ATRR for Base Plan Upgrades ("*BPU ATRR*"), and the ATRR and rates for Ancillary Services Schedule 1 – Scheduling, System Control and Dispatch Service ("*Schedule 1 Rates*") provided in the SPS rate zone under the Southwest Power Pool ("*SPP*") and Xcel Energy Operating Companies ("*Xcel Energy*") Open Access Transmission Tariffs ("OATTs") (collectively, the "*Annual Update*"). Recovery of costs associated with existing facilities and new facilities shall be consistent with the Formula Rate and Attachment AI and Attachment J, respectively, of the SPP OATT. The Formula Rate and the charges produced thereunder shall be effective for service on and after January 1, 2009. The Formula Rate shall be applicable on and after January 1 of each calendar year for service from January 1 – December 31 of each calendar year (the "*Rate Year*"), subject to the review, challenge and true-up procedures of this Appendix 1.

Section 2 Annual Updates

a. No later than 5 p.m. CPT on October 1 of each year, SPS, or Xcel Energy Services Inc. ("*XES*") or another representative of Xcel Energy on SPS's behalf, shall determine and post its Annual Update to be effective during the next Rate Year. The Annual Update shall consist of the following:

(i) a data-populated version of the Formula Rate template setting forth the projected ATRR for the next Rate Year ("*Projected ATRR*") plus any applicable True-up Adjustment, as defined in Section 3.a., produced by operation of the Formula Rate;

(ii) a recalculation of the projected Base Plan Upgrade ("*BPU*") ATRR for the next Rate Year plus any applicable BPU True-up adjustment;

(iii) with respect to any True-up Adjustment or BPU True-up Adjustment calculated pursuant to Section 3, a calculation of applicable interest on any net over or under recovery based on the interest rates specified in the Commission's regulation at 18 C.F.R § 35.19a. The interest rate to be applied to the over or under recovery amounts shall be determined using the average rate for the twenty-one (21) months preceding October of the current year. The interest payable shall then be calculated by multiplying

the average interest rate (monthly) by the over or under recovery amount by 24 months, the period during which the over or under recovery exists.

(iv) a recalculation of the Zonal ATRR, NITS Rate, PTP Rates, BPU ATRR, Meter Charge, Radial Line Charge, and the Schedule 1 Rates for the next Rate Year;

(v) supporting documentation, including, but not limited to, fully functioning Excel® files (or such other native format files), required to support, demonstrate and explain information upon which the Annual Update is based;

(vi) disclosure of the following changes to the extent any has taken effect since January 1, 2009, or since the prior October 1, and affects the Formula Rate or calculation of the Annual Update or the allocation of costs or revenues to SPS's transmission customers: changes in (a) FERC's Uniform System of Accounts ("*USoA*"), (b) FERC Form No. 1 reporting requirements as applicable, (c) any FERC ratemaking orders applicable to the SPS Formula Rate, (d) the accounting policies, practices or procedures of SPS, (e) the SPP and/or the Xcel OATTs as they relate to SPS, or (f) classification or reclassification of facilities from transmission to radial or from radial to transmission (inclusive of changes to the net book value of such facilities as a result of depreciation) (changes in items (a) through (f) collectively referred to as "*Material Changes*");

(vii) disclosure and documentation of the impact of any changes in the classification of "Transmission Facilities" as defined in Attachment Al of the SPP OATT that took effect since January 1, 2009, or in the most recent proceeding year, that impact the Formula Rate or Radial Line Charge(s) to any transmission customer(s);

(viii) a copy of that actuarial report(s) estimating SPS's Post-Employment Benefits Other Than Pensions expenses for the next Rate Year pursuant to Statement of Financial Accounting Standards No. 106, Employers' Accounting for Post-Employment Benefits Other Than Pensions ("*PBOP*"); and

(ix) information regarding wholesale gains on SPS's sale or transfer of a transmission asset.

b. SPS shall contemporaneously post and notify its transmission customers, other parties to FERC Docket No. ER08-313 as of the date the settlement is filed with the Commission and affected state regulatory commissions (collectively, "*Interested Parties*") of the availability of the Annual Update on the publicly-accessible portions of the SPS page of the SPP OASIS[1] and the Transmission page of the Xcel Energy Inc. Web Site [2] (collectively, the "*Web Sites*"). The posting shall include both a Portable Document Format and fully functioning

Excel® file (or such other native format file) of all materials contained in the Annual Update.

[1] Currently http://www.oatioasis.com/SPS/index.html

[2] Currently https://www.transmission.xcelenergy.com/Resources/Open-Access-Same-Time-Information-System-&-Open-Access-Transmission-Tariff

c. If October 1 falls on a weekend or a holiday recognized by FERC, the Annual Update shall be posted by 5:00 p.m. CPT on the next business day.

d. Each year, no later than October 20, or the next business day if October 20 is not a business day, SPS shall convene a meeting among SPS and Interested Parties and their respective representatives ("*Customer Meeting*") to explain the Annual Update for the next Rate Year. This Customer Meeting shall (i) allow enough time for SPS to present details about its Annual Update; (ii) provide Interested Parties and their respective representatives the chance to seek information and clarifications from SPS about the Annual Update; and (iii) allow for participation via teleconference. Interested Parties shall be provided written notice at least fourteen (14) calendar days prior to the Customer Meeting. Written notice may be provided by email to the representative(s) of the Interested Party on record with SPS.

e. SPS shall modify the Annual Update to reflect any changes that it and the Interested Parties have agreed upon as of November 15, or the next business day if November 15 is not a business day, and on such date, provide SPS's Zonal ATRR and each Base Plan Upgrade's Revenue Requirement and description to the SPP for the purpose of SPP preparing any necessary tariff filing.[3] SPS shall also cause the revised Annual Update to be posted on the Web Sites no later than December 1. Contemporaneous with the posting of the revised Annual Update, SPS shall file the revised Annual Update with the Commission ("*Annual Informational Filing*"). If December 1 falls on a weekend or a holiday recognized by FERC, the Annual Informational Filing shall be posted no later than 4:00 p.m. CPT on the next business day. The Annual Informational Filing and posting will include both Portable Document Format and fully functioning Excel® file (or such other native format file) of all materials contained in the revised Annual Update. As soon as available, such posting shall also include the docket number assigned by the FERC to the Annual Informational Filing. The Annual Informational Filing shall not require Commission action.[4]

[3] In the event that the SPP is no longer required to make a tariff filing to reflect SPS's Zonal ATRR in the SPP OATT, and to the extent consistent with applicable Commission precedent, the November 15 deadline may be delayed or extended, as appropriate, until such later deadline established by the SPP that will facilitate timely billing of the new Zonal ATRR in the subsequent Rate Year.

[4] The transmittal letter accompanying the Annual Informational Filing shall inform the Commission that the Annual Informational Filing is not intended to be subject to the Commission's notice requirements, that it is not intended for the Commission to take action accepting the Annual Informational Filing, and shall inform the Commission regarding the

procedures contained in these Implementation Procedures for review and challenge of the Annual Informational Filing. If the Commission issues a notice of or an order accepting the Annual Informational Filing, SPS or XES shall advise the Commission of the challenge process in these Implementation Procedures and shall work with the settling parties in Docket No. ER08-313-000, et al., to seek rescission of such action. No Commission action on the Annual Informational Filing shall affect any rights under the Formula Rate or these Implementation Procedures.

f. The Annual Update for the new Rate Year shall:

(i) be based upon SPS's most recent budget and other information for the new Rate Year, that reasonably projects costs properly recorded (or to be recorded) on the books and records of SPS consistent with the Commission's USoA, FERC's orders establishing generally applicable transmission ratemaking policies, FERC accounting policies and practices, SPP's policies, and the SPP and Xcel Energy OATTs; effective January 1, 2015, PBOP charges will be based on the PBOP expense amount reported in SPS's most recent annual actuarial valuation report as of the date of SPS's Annual Update; and

(ii) compute the Projected ATRR using a rate base reflecting the following:

(1) an average of 13 monthly balances shall be applied to (i) gross plant balance for all plant functions, (ii) accumulated depreciation and amortization balance for all plant functions, (iii) the gross plant balance associated with the generator step-ups, (iv) capital structure balances (that is, long-term debt, preferred stock, and common equity), and (v) Construction Work in Progress ("*CWIP*") balance (if/when CWIP recovery is approved by the Commission);

(2) an average of the beginning of year and end of year balances shall be
applied to (i) accumulated deferred income tax balances, (ii) unamortized balance of abandoned incentive plant (if/when abandoned incentive plant recovery is approved by the Commission), (iii) unamortized balance of extraordinary property loss (if/when recovery is approved by the Commission), (iv) land held for future use plant balance, (v) materials and supplies, and (vi) prepayments;

(3) Cash Working Capital shall be calculated (the value will be set to zero until an alternative recovery mechanism is approved by the Commission);

(4) the most recent end of the year actual plant balances shall be used in the calculation of the Radial Line Charges and the Meter Charges; and

(5) for each Base Plan Upgrade project, the revenue requirement

credit shall be based on the projected investment amount, the projected in-service date and the projected Fixed Charge Rate ("*FCR*").

Section 3 True-up Adjustment

The True-up Adjustment component of the Zonal ATRR for each Rate Year, beginning with 2011, shall be determined as follows:

a. Beginning with 2010, no later than 5 p.m. CPT on June 15 of each year, SPS or XES or another representative of Xcel Energy on SPS's behalf, shall calculate and post the ATRR for the previous Rate Year based on its actual costs as reflected in its FERC Form No. 1 and its books and records for that Rate Year ("*Actual ATRR*"). The Actual ATRR shall be compared with the Projected ATRR for the same year ("*True-up Year*") to determine any excess or shortfall in the projected Zonal ATRR that was used for billing purposes in the True-up Year. In addition, actual divisor loads shall be compared to projected divisor loads and the difference multiplied by the zonal rate actually billed to determine any excess or shortfall in collection due to volume. The sum of the excess or shortfall due to the actual versus projected Zonal ATRR and the excess or shortfall due to volume shall constitute the ("*True-up Adjustment*"). The True-up Adjustment shall have the following support:

(i) a data-populated version of the Formula Rate template setting forth the Actual ATRR for the True-up Year;

(ii) a determination of the difference between the Projected ATRR and the Actual ATRR for such True-up Year, as set forth in Section 3.a. herein, shall be provided in Worksheet A included in the data populated version of the Formula Rate as described in item (i);

(iii) a determination of the difference between the Projected BPU ATRR and the Actual BPU ATRR for such True-up Year shall be provided in Worksheet A that is included in the data populated version of the formula;

(iv) supporting documentation required hereunder, including, but not limited to, fully functioning Excel® files (or such other native format files), which demonstrate or explain information not otherwise set out in SPS's FERC Form No. 1;

(v) disclosure of any Material Changes on the calculation of the True-up Adjustment to the extent that such Material Changes have taken effect since January 1, 2009, or since the prior October 1, and those Material Changes affect the Formula Rate or calculation of the True-up Adjustment or the allocation of costs or revenues to SPS's transmission customers; and

(vi) example True-up Adjustments for the 2009 and 2012 net revenue

requirements (using illustrative numbers) have been provided as Exhibit A attached hereto.

b. By no later than June 15, SPS shall contemporaneously post the True-up Adjustment on the Web Sites and SPS shall file a letter with the Commission ("*True-up Filing*") announcing the availability of the True-up Adjustment on the Web Sites (i.e., it will not file the entirety of the True-up Adjustment). If June 15 falls on a weekend or a holiday recognized by FERC, the True-up Filing shall be filed and posted no later than 4:00 p.m. CPT on the next business day. The True-up Adjustment posting shall include both a Portable Document Format and fully functioning Excel® file (or such other native format file) of all materials contained in the True-up Adjustment. SPS shall notify the Interested Parties of the availability of the True-up Filing and posting. The True-up Filing shall not require Commission action.

c. Each year, no later than July 15, SPS shall convene a meeting among SPS and other Interested Parties and their respective representatives ("*True-up Customer Meeting*"). This True-up Customer Meeting shall (i) allow enough time for SPS to present details about its True-up Adjustment; (ii) provide Interested Parties and their respective representatives the chance to seek information and clarifications from SPS about the True-up Adjustment; and (iii) allow for participation via teleconference. SPS shall post and Interested Parties shall be provided written notice at least fourteen (14) calendar days prior to the True-up Customer Meeting. Written notice may be provided by email to the representative(s) of the Interested Party on record with SPS.

d. The True-up Adjustment shall:

(i) be based on costs that are prudently incurred and properly recorded on the books and records of SPS, including SPS's FERC Form No. 1 data, as applicable, for the most recently completed calendar year consistent with the USoA, FERC's orders establishing generally applicable transmission ratemaking policies, and, to the extent specified in the Formula Rate, SPS's books and records kept in conformance with the FERC USoA, FERC accounting policies and practices, SPP's policies, and the SPP and Xcel Energy OATTs;

(ii) compute the Actual ATRR using the same methodology for calculating rate base and capital structure balances as specified for the Annual Update in Section 2(f)(ii) above;

(iii) compute the Actual BPU ATRR using the actual Base Plan Upgrade project investment amount(s), the actual in-service date(s), and the actual FCR; and

(iv) include a side-by-side comparison of the actual ATRR formula rate components as compared with the projected ATRR formula rate components for the True-up Year ("*Variance Analyses*").

e. Summary of Formula Rate Process including True-up Adjustment:

(i) Monthly charges shall be based on the Zonal ATRR that uses projected data for each Rate Year. For example, those charges for service from January 1, 2009 through December 31, 2009 shall be based on projected 2009 plant-in-service costs. Beginning January 1, 2012, the monthly charges shall be based on the Zonal ATRR using projected data that includes projected data for the BPU ATRR.

(ii) The Zonal ATRR based on projected 2009 data shall be trued-up in June 2010 to a Zonal ATRR based on actual data. Beginning with the 2012 Rate Year, the Zonal ATRR and the BPU ATRR based on projected data shall be trued-up in June 2013 to a Zonal ATRR and BPU ATRR based on actual data.

(iii) Differences between the Zonal ATRR and the BPU ATRR calculated using projected and actual data for a given True-up Year that result from the True-up Adjustment process shall be rolled forward to the following projected Rate Year, including interest. For example, the True-up Adjustment for the 2012 Formula Rates would be calculated in June 2013 and included in the rate formula effective January 1, 2014.

(iv) The sequence outlined in subsections (i), (ii) and (iii), above, shall repeat each subsequent Rate Year and is summarized below:

Month	Year	Action
Oct.	2009	Annual Update - SPS populates the formula with Year 2010 projected data. Formula template amounts for 2010 actual data are left blank at this time.
June	2010	True-up Adjustment - SPS populates the Year 2009 projected data formula with Year 2009 actual data and calculates the 2009 True-up Adjustment (before interest).
Oct.	2010	Annual Update - SPS calculates the interest to include in the 2009 True-up Adjustment.
Oct.	2010	Annual Update - SPS populates the formula with Year 2011 projected data and includes the 2009 True-up Adjustment amount into the Zonal ATRR for 2011. Formula template amounts for 2011 actual data are left blank at this time.

June	2011	True-up Adjustment - SPS populates the Year 2010 projected data formula with Year 2010 actual data and calculates the 2010 True-up Adjustment (before interest).
Oct.	2011	Annual Update - SPS calculates the interest to include in the 2010 True-up Adjustment.
Oct.	2011	Annual Update - SPS populates the formula with Year 2012 projected data including projected data for the BPU ATRR and inputs the 2010 True-up Adjustment amount into the Zonal ATRR for 2012. Formula template amounts for 2012 actual data are left blank at this time.
June	2012	True-up Adjustment - SPS populates the formula with 2011 actual data and calculates the 2011 True-up Adjustment (before interest).
Oct.	2012	Annual Update - SPS calculates the interest to include in the 2011 True-up Adjustment.
Oct.	2012	Annual Update – SPS populates the formula with Year 2013 projected data including projected data for the BPU ATRR and inputs the 2011 True-up Adjustment amount into the Zonal ATRR for Year 2013. Formula template amounts for 2013 actual data are left blank at this time.
June	2013	True-up Adjustment – SPS populates the formula with 2012 actual data including the actual BPU ATRR and calculates the 2012 Zonal ATRR and BPU ATRR True-up adjustments (before interest).
Oct.	2013	Annual Update – SPS calculates the interest to include in the 2012 True-up Adjustment.
Oct.	2013	Annual Update – SPS populates the formula with Year 2014 projected data including projected data for the BPU ATRR and inputs

		the 2012 Zonal ATRR and the 2012 BPU ATRR True-up Adjustment amounts into the Zonal ATRR and BPU ATRR for 2014. Formula template amounts for 2014 actual data are left blank at this time.
June	(Year)	True-up Adjustment - SPS populates the formula with (Year - 1) actual data and calculates the (Year – 1)True-up Adjustment (before interest).
Oct	(Year)	Annual Update – SPS calculates the interest to include in the (Year – 1) True-up Adjustment. Annual Update – SPS populates the formula with (Year + 1) projected data and (Year – 1) True-up Adjustment

f. The True-up Adjustment is subject to challenge and review in accordance with the procedures set forth in this Appendix 1, and all other rights that any entity may have under the Federal Power Act ("*FPA*") or the Commission's regulations.

Section 4 Annual Review Procedures

Each Annual Update and True-up Adjustment shall be subject to the following review procedures ("*Annual Review Procedures*"):

a. Beginning June 15, but no later than November 30 of each year, any Interested Party and any entity that has standing to challenge SPS formula rates under the FPA may serve reasonable information requests in writing on SPS concerning the True-up Adjustment and/or the Annual Update for the next calendar year ("*Information Requests*"). The deadline may be extended by mutual consent.

b. Information Requests submitted according to Section 4.a., above, shall be limited to what is appropriate to determine whether the Formula Rate (inclusive of any corrections) has been applied accurately, appropriately, and in accordance with its terms. Permissible Information Requests include, but are not limited to, Information Requests regarding Material Changes and Information Requests related to whether costs have been prudently incurred and whether costs have been properly recorded, on the books and records of SPS, including SPS's FERC Form No. 1, as applicable, consistent with the USoA, FERC's orders establishing generally applicable transmission ratemaking policies, FERC accounting policies and practices, SPP's policies, and the SPP and Xcel Energy OATTs. Such Information Requests shall not solicit information concerning costs or allocations where those specific costs or allocations have been addressed by any final FERC order or by any final settlement approved by the appropriate

authority, court or agency, except to determine if the costs or allocations have been accurately and appropriately implemented in accordance with the terms of the order and/or settlement or to determine if different circumstances might affect such prior actions. Interested Parties should make good faith efforts to submit consolidated sets of Information Requests that limit the number and overlap of questions to the maximum extent practicable.

c. SPS shall make a good faith effort to respond to Information Requests pertaining to the Annual Update or True-up Adjustment within fourteen (14) calendar days after receipt of such Information Requests. Information requests received after 4 p.m. CPT shall be considered received the next business day.

Section 5 Resolution of Issues and Challenges to Annual Update and/or True-Up Adjustments

a. No later than December 5 of each year, any Interested Party may notify SPS in writing of any specific challenge(s) to any component of the most recently posted True-up Adjustment and/or Annual Update ("*Preliminary Challenge*"). Within five (5) business days of receiving notice of such challenge(s), SPS shall provide written notice to all Interested Parties of such challenge(s) and post notice of such challenge(s) on the Web Sites. SPS and the Interested Party shall make good faith efforts to resolve the Preliminary Challenge through negotiations, and shall allow any Interested Party to participate in such negotiations. Any modification to the True-up Adjustment or the Annual Update that results from such negotiations and that is agreed upon no later than November 15 shall be incorporated into the Annual Update and True-up Adjustment for the next Rate Year and incorporated into the Company's Annual Informational Filing. However, to the extent such negotiations lead to agreed-upon changes to the Formula Rate, such changes shall be filed with the Commission and such changes to the Formula Rate shall have an effective date of January 1 of the Rate Year under review subject to Commission approval.

b. SPS shall provide and post a written response within fourteen (14) calendar days of receiving a Preliminary Challenge. Its written response shall notify all Interested Parties of the extent to which SPS agrees or disagrees with the position raised by the Interested Party(ies), and what, if any, modifications to the Annual Update or True-up Adjustment will result. If SPS disagrees with the issue(s) raised in the Preliminary Challenge, it shall provide supporting documentation with its response.

c. All information and correspondence produced pursuant to these Implementation Procedures may be included in any Formal Challenge, in any other proceeding concerning the Formula Rate initiated at FERC pursuant to the FPA, or in any proceeding before the U.S. Court of Appeals to review a FERC decision related to the Formula Rate. SPS may, however, designate any response to an Information Request as confidential if the information conveyed is not publicly available. Interested Parties' representatives shall treat such response as non-public information provided in confidence. Interested Parties may use responses

designated as confidential in connection with any informal dispute resolution process commenced pursuant to Section 5.a. herein, any Formal Challenge brought pursuant to Section 5.e. herein, or in conjunction with a protest to a proposed change to the formula rate initiated by SPS through a separate FPA Section 205 filing; provided, however, when so used, such response shall initially be filed under seal (unless the claim of confidentiality is waived by SPS), subject to a later determination by the presiding authority that the material is, in whole or in part, not entitled to confidential treatment.

d. If SPS and the Interested Parties have not resolved all identified issues within thirty (30) calendar days after receipt of SPS's response to the issue(s), senior management representatives of SPS and the Interested Parties shall meet to try to resolve the issue(s).

e. If these senior management representatives are not able to resolve the issue(s) within sixty (60) calendar days, any Interested Party that has not resolved any Preliminary Challenge to a True-up Adjustment may file with FERC a Formal Challenge to a True-up Adjustment pursuant to these Implementation Procedures ("*Formal Challenge*").

(i) Failure to notify SPS of an issue shall not bar pursuit of such issue in the filing of a Formal Challenge.
(ii) Failure to notify SPS of an issue shall not bar pursuit of such issue in a subsequent Annual Update or True-up Adjustment review.
(iii) Failure to file a Formal Challenge regarding an issue(s) as to a given Annual Update or True-up Adjustment shall not bar pursuit of such issue(s) or the filing of a Formal Challenge as to such issue(s) as relates to a subsequent Annual Update or True-up Adjustment review.

f. In any proceeding ordered by the FERC in response to a Formal Challenge raised under these Implementation Procedures, SPS shall bear the burden of demonstrating the justness and reasonableness of the charges resulting from its application of the Formula Rate, and of proving that it properly applied the Formula Rate, properly calculated the challenged Annual Update or True-up Adjustment pursuant to the Formula Rate, and that adoption of any Material Change is just and reasonable. Nothing herein is intended to alter the burden applied by FERC with respect to prudence challenges.

g. Any changes to the data inputs resulting from Preliminary Challenges or Formal Challenges that are not agreed to or resolved by a final Commission Order on or before November 15 shall be incorporated into the Formula Rate and True-up Adjustment for the next Rate Year that begins after the negotiations have become final.

h. It is recognized that resolution of Preliminary Challenges and/or Formal Challenges related to Material Changes may necessitate pro forma adjustments to the Formula Rate calculations, changes to the Formula Rate, or changes to the input data to restore the intent of the formula as of the effective date of the

settlement or as the Formula Rate may be subsequently modified by FERC or through settlement, and to ensure that the Formula Rate continues to operate in a manner that is just, reasonable, and not unduly discriminatory or preferential. It is further recognized that the impact of any such pro forma adjustment or changes to the Formula Rate calculation, the Formula Rate, or input data may be applicable to the entire Rate Year at issue in a Preliminary Challenge or Formal Challenge. If such pro forma adjustment occurs mid-year, it shall be effective mid-year, however, the charges produced by the Formula Rate shall not be adjusted mid-year but rather the impact on the charges from the pro forma adjustment shall be reflected in the True-up Adjustment. If such a change in the Formula Rate is agreed to by the settling parties in Docket No. ER08-313-000 et al. or required by FERC, SPS shall file such Formula Rate change under FPA Section 205, with requests for waiver of applicable notice requirements, to permit the change to become effective for the Annual Update or True-up Adjustment for the Rate Year under review, which requests for waiver of the applicable notice requirements shall not be opposed by any settling party in Docket No. ER08-313-000, et al.

i. Except as provided in Section 5.h, no party shall, in conjunction with the Annual Update or True-up Adjustment, seek to modify the Formula Rate (i.e., all modifications to the Formula Rate shall require an FPA filing).

Section 6 Challenges to the Formula

a. Nothing in these Annual Formula Rate Implementation Procedures shall be deemed to limit in any way the right of any party to file a request for prospective relief under FPA Sections 205, 206 or 306 and FERC's regulations to change the Formula Rate. Any party may challenge the continuing reasonableness of the Formula Rate or the charges produced thereby.

b. Neither failure to notify SPS of an issue nor failure to file a Formal Challenge nor failure to exercise any rights under FPA Sections 205, 206, and 306 and FERC's regulations in any given year shall be construed as a bar to raising any issue in any proceeding initiated at FERC.

Section 7 Corrections to FERC Form No. 1, Annual Update, or True-up Adjustment

a. Notwithstanding any other provision of these Implementation Procedures, (i) if SPS identifies, determines or concludes that corrections to any prior year's FERC Form No. 1 or Annual Update or True-up Adjustment pursuant to the Formula Rate are required to correct an error, or (ii) at any time an Interested Party presents information or raises a concern to SPS that indicates that an error exists or a correction is required to any prior year's FERC Form No. 1 or Annual Update or True-up Adjustment, SPS shall investigate the alleged error(s) and within 30 days shall inform Interested Parties of the results of the investigation by posting such results on its Web Sites as set forth in Section 2.b. The results of the investigation shall include an explanation of the nature of the alleged error(s)

and the extent to which SPS agrees or disagrees that such error(s) require corrections to the FERC Form No. 1, Annual Update or True-up Adjustment.

b. If a correction to an Annual Update or True-up Adjustment results from the error, no mid-year adjustment will result, but an adjustment will be made in a future period as follows.

SPS shall promptly correct such error(s) identified in Section 7.a., and shall notify Interested Parties of such correction(s) by posting an appropriate amended Annual Update or True-up Adjustment on the Web Sites as set forth in Section 2.b. If a correction to the Annual Update or True-up Adjustment is identified before November 15 (i.e., before the commencement of the next Rate Year), the modified charges produced by the Formula Rate shall be reflected in the next Rate Year. Otherwise, the correction shall be reflected in the next True-up Adjustment, and credited in the following Rate Year.

c. In any Rate Year in which an out-of-period correction is reflected, SPS shall also include worksheets to describe such adjustments, including interest on the total correction for the entire period in which the error existed through and including the Rate Year in which the correction is reflected in the Annual Update. The applicable interest rate shall be the FERC-published interest rates.

d. In the event SPS corrects or fails to correct an Annual Update or True-up Adjustment pursuant to this Section 7, Interested Parties shall have the same rights to review and submit challenges to the correction(s) or SPS's failure to make a correction as those parties otherwise would have had pursuant to these Annual Formula Rate Implementation Procedures, without abridgement or restriction, if the Form No. 1, Annual Update, or True-up Adjustment had been correctly stated in the first instance; provided, however, the scope of review of the Section 7 correction, the formula line item reflecting the Section 7 correction, and the worksheets calculating the Section 7 correction is limited to the aspects of the Formula Rate, Annual Update and/or True-up Adjustment affected by the out-of-period correction(s).

Section 8 Changes to Formula Rate Initiated by SPS

a. Any changes to the Formula Rate initiated by SPS, including any changes necessitated by Material Changes, may only be implemented as a result of a filing with FERC under Section 205 or 206 of the FPA.

b. However, in the event that FERC mandates any changes in the format for the FERC Form No. 1 or the USoA, SPS may make a filing with FERC under FPA Section 205 that updates the FERC Form No. 1 and USoA references in its Formula Rate to reflect any such changes prior to or coincident with the Annual Update or True-up Adjustment where these changes are reflected in the Formula Rate. Such filing may not be used to raise issues unrelated to the proposed changes. If such a change in the Formula Rate is required pursuant to this Section 8.b., the FPA Section 205 filing may include a request for waiver of

applicable notice requirements, to permit the change to become effective for the Annual Update or True-up Adjustment for the applicable Rate Year, which requests for waiver of notice requirements shall not be opposed by any settling party in Docket No. ER08-313-000, et al.

Section 9 Changes to the Stated Inputs in the Formula Rate

a. The following Formula Rate inputs shall be stated values to be used in the Formula Rate (both for the Annual Update and True-up Adjustment) until changed by a filing pursuant to Section 205 of the FPA or by a proceeding under Section 206 of the FPA: (a) the rate of return on common equity ("*ROE*"); and (b) depreciation rates or amortization periods. With respect to the PBOP charges, the amount shall be based on an Actuarial Study and is net of any amounts received from the Federal government for the prescription drug subsidy ("Medicare D Subsidy"). The amount SPS will contribute to its external PBOP trust will be at a minimum equal to its actual PBOP expense.

Effective on and after October 20, 2014: with respect to a filing under FPA Section 205 to change the transmission formula ROE established in the comprehensive Settlement Agreement in Docket No. EL05-19-000 et al. ("*Settlement Agreement*"), SPS will not submit a filing prior to October 31, 2019 seeking to increase the fixed settlement ROE of 10.5 percent (which includes the SPP RTO membership adder), and will not request an effective date earlier than January 1, 2020; with respect to a filing under FPA Section 206 to change the fixed settlement ROE of 10.5 percent, no Settling Party to the Settlement Agreement will file or support an FPA Section 206 filing to reduce the fixed settlement ROE prior to October 31, 2019, and no Settling Party will request a refund effective date earlier than January 1, 2020 ("*Limited ROE Moratorium*").

b. For extraordinary property losses, the unamortized balance shall be included in rate base and shall be amortized for Formula Rate purposes only after FERC has authorized the amount of the loss and the amortization of the loss for ratemaking purposes.

c. For abandoned plant, the unamortized balance shall be included in rate base and shall be amortized for Formula Rate purposes only after FERC has authorized the amount of any abandoned plant and the amortization of the balance for ratemaking purposes.

EXHIBIT A

EXAMPLE OF 2009 TRUE-UP ADJUSTMENT:

Projected 2009 net ATRR was $90,000,000, projected load was 4,500,000 kw and the resulting zonal rate was $20.00 per kw-yr.

Actual 2009 net ATRR calculated based on FERC Form No. 1 data available in May, 2010 is $88,000,000, actual 12 CP load is 4,512,820 kw for a resulting zonal rate of $19.50 per kw-yr.

2009 TRUE-UP ADJUSTMENT CALCULATION:
There is an over recovery of the net revenue requirement equal to $2,000,000 ($90,000,000 – $88,000,000 = $2,000,000).

There is also a $256,400 over recovery in revenue collection due to volume ((4,500,000kw – 4,512,820kw) X $20 per kw-yr = $256,400).

In this example, the total True-up Adjustment amount would be a net over recovery of $2,256,400 ($2,000,000 + $256,400 = $2,256,400), which would be applied as a reduction to the 2011 projected net ATRR beginning in January 2011.

This same amount can also be calculated by taking the difference between the 2009 projected zonal rate and the zonal rate calculated based on actual data times the actual load (($20.00 – $19.50) per kw-yr X 4,512,820 kw = $2,256,400). (Allow for rounding.)

EXAMPLE OF 2012 TRUE-UP ADJUSTMENT:

Projected 2012 Zonal ATRR = $118M Actual 2012 Zonal ATRR = $120M
Projected 2012 BPU ATRR = $10M Actual 2012 BPU ATRR = $9M
Projected Load = 5,400,000 kW Actual Load = 5,200,000 kW
Projected Zonal Rate = $20.00 per kW-yr. (($118M - $10M) / 5,400,000 kW)
Actual Zonal Rate = $21.35 per kW-yr. (($120M - $9M) / 5,200,000 kW)

2012 TRUE-UP ADJUSTMENT CALCULATION:
Zonal ATRR under recovery of $2M. ($120M - $118M)

Zonal ATRR under recovery of $1M from the BPU ARR. ($9M - $10M. The projected BPU ATRR revenue credit reducing the Zonal ATRR was $1M higher than the actual BPU ATRR.)

Zonal ATRR under recovery of $4M due to the volume variance, projected load as compared to actual load. ((5,200,000 kW – 5,400,000 kw) x $20.00 per kW = $4M.)

In this example, the total Zonal ATRR True-up would be a net under recovery of $7M. [5] ($2M + $1M + $4M)

[5] The BPU ATRR amount is revenue credited to the Zonal ATRR. Because the projected BPU ARR was $1M higher than the actual BPU ATRR, the projected Zonal ATRR was $1M lower than it should have been. In the next annual update, the projected BPU revenue credit will be reduced by $1M from the BPU ATRR true-up. This results in a smaller BPU revenue credit and a larger projected Zonal ATRR.

This same amount can also be calculated by taking the difference between the 2012 actual zonal rate and the projected zonal rate times the actual load. (($21.35 per kW - $20.00 per kW) x 5,200,000 kW = $7M.) (Allow for rounding.)

ATTACHMENT P

Standard Small Generator Interconnection Procedures (SGIP)

Applicable to Generating Facilities that are less than 20 MWs connecting to the Transmission System

of

Public Service Company of Colorado

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Appendix 1 –Small Generator Interconnection Agreement (For Generating Facilities No Larger Than 20 MW)

Section 1. Application

1.1 Applicability

1.1.1 A request to interconnect a certified Small Generating Facility (See Attachments 3 and 4 for description of certification criteria) to the Transmission Provider's Distribution System shall be evaluated under the section 2 Fast Track Process if the eligibility requirements of section 2.1 are met. A request to interconnect a certified inverter-based Small Generating Facility no larger than 10 kilowatts (kW) shall be evaluated under the Attachment 5 10 kW Inverter Process. A request to interconnect a Small Generating Facility no larger than 20 megawatts (MW) that does not meet the eligibility requirements of section 2.1, or does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the section 3 Study Process. If the Interconnection Customer wishes to interconnect its Small Generating Facility using Network Resource Interconnection Service, it must do so under the Standard Large Generator Interconnection Procedures and execute the Standard Large Generator Interconnection Agreement.

1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures.

1.1.3 Neither these procedures nor the requirements included hereunder apply to Small Generating Facilities interconnected or approved for interconnection prior to 60 Business Days after the effective date of these procedures.

1.1.4 Prior to submitting its Interconnection Request (Attachment 2), the Interconnection Customer may ask the Transmission Provider's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The Transmission Provider shall respond within 15 Business Days.

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

1.1.6 References in these procedures to interconnection agreement are to the Small Generator Interconnection Agreement (SGIA).

1.2 Pre-Application

1.2.1 The Transmission Provider shall designate an employee or office from which information on the application process and on an Affected System can be

obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available on the Transmission Provider's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Transmission Provider's Transmission System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The Transmission Provider shall comply with reasonable requests for such information.

1.2.2 In addition to the information described in section 1.2.1, which may be provided in response to an informal request, an Interconnection Customer may submit a formal written request form along with a non-refundable fee of $300 for a pre-application report on a proposed project at a specific site. The Transmission Provider shall provide the pre-application data described in section 1.2.3 to the Interconnection Customer within 20 Business Days of receipt of the completed request form and payment of the $300 fee. The pre-application report produced by the Transmission Provider is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Transmission Provider's system. The written pre-application report request form shall include the information in sections 1.2.2.1 through 1.2.2.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection.

1.2.2.1 Project contact information, including name, address, phone number, and email address.

1.2.2.2 Project location (street address with nearby cross streets and town)

1.2.2.3 Meter number, pole number, or other equivalent information identifying proposed Point of Interconnection, if available.

1.2.2.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)

1.2.2.5 Size (alternating current kW)

1.2.2.6 Single or three phase generator configuration

1.2.2.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)

1.2.2.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.

1.2.3. Using the information provided in the pre-application report request form in section 1.2.2, the Transmission Provider will identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. This selection by the Transmission Provider does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional pre-application reports if information about multiple Points of Interconnection is requested. Subject to section 1.2.4, the pre-application report will include the following information:

1.2.3.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.

1.2.3.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

1.2.3.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.

1.2.3.4 Available capacity (in MW) of substation/area bus or bank and circuit likely to serve the proposed Point of Interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity).

1.2.3.5 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.

1.2.3.6 Nominal distribution circuit voltage at the proposed Point of Interconnection.

1.2.3.7 Approximate circuit distance between the proposed Point of Interconnection and the substation.

1.2.3.8 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load as described in section 2.4.4.1.1 below and absolute minimum load, when available.

1.2.3.9 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.

1.2.3.10 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.

1.2.3.11 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.

1.2.3.12 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.

1.2.3.13 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

1.2.4 The pre-application report need only include existing data. A pre-application report request does not obligate the Transmission Provider to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the Transmission Provider cannot complete all or some of a pre-application report due to lack of available data, the Transmission Provider shall provide the Interconnection Customer with a pre-application report that includes the data that is available. The provision of information on "available capacity" pursuant to section 1.2.3.4 does not imply that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the pre-application report may become outdated at the time of the submission of the complete Interconnection Request. Notwithstanding any of the provisions of this section, the Transmission Provider shall, in good faith, include data in the pre-application report that represents the best available information at the time of reporting.

1.3 Interconnection Request

The Interconnection Customer shall submit its Interconnection Request to the Transmission Provider, together with the processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Interconnection Customer shall be notified of receipt by the Transmission Provider within three Business Days of receiving the Interconnection Request. The Transmission Provider shall notify the Interconnection Customer within ten Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Transmission Provider shall provide along with the notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection

Request. The Interconnection Customer will have ten Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Transmission Provider.

1.4 Modification of the Interconnection Request

Any modification to machine data or equipment configuration or to the interconnection site of the Small Generating Facility not agreed to in writing by the Transmission Provider and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.

1.5 Site Control

Documentation of site control must be submitted with the Interconnection Request. Site control may be demonstrated through:

1.5.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Small Generating Facility;

1.5.2 An option to purchase or acquire a leasehold site for such purpose; or

1.5.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

1.6 Queue Position

The Transmission Provider shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. The Transmission Provider shall maintain a single queue per geographic region. At the Transmission Provider's option, Interconnection Requests may be studied serially or in clusters for the purpose of the system impact study.

1.6.1 Clustering of Requests for a Resource Solicitation

If multiple Interconnection Requests are filed by an eligible entity as the authorized representative for those Interconnection Customer(s) proposing either a Large or Small Generating Facility to meet some portion of the eligible entity's request for additional generating resources in a Resource Solicitation Process, Transmission Provider may cluster combinations of such Interconnection Requests for purposes of conducting the Interconnection Feasibility Study(ies) and Interconnection System Impact Study(ies) of such Generating Facilities. Such studies in connection with a Resource Solicitation Process shall be implemented based upon Queue Position and shall consider the eligible entity's identified need in the Resource Solicitation Process.

An Interconnection Customer may submit to the authorized representative for inclusion in the Resource Solicitation Process an Interconnection Request for a Generating Facility that already has a Queue Position pursuant to Section 1.6. An Interconnection Customer that initially reserves a Queue Position for a Generating Facility through the Resource Solicitation Process may reserve a Queue Position separate from the Resource Solicitation Process pursuant to Section 1.6. In either case, the Interconnection Customer must meet all requirements associated with maintaining each Queue Position for the Generating Facility.

A Generating Facility in the Resource Solicitation Process is subject to study according to the Queue Position in the process. A Generating Facility that is not a part of the Resource Solicitation Process is subject to study according to its Queue Position pursuant to Section 1.6. All studies must be done in accordance with the provisions of the SGIP, and may not be delayed as a result of the Resource Solicitation Process.

In order to facilitate Transmission Provider's study of Interconnection Requests made in connection with a Resource Solicitation Process, the eligible entity must: a) act as the authorized representative for all Interconnection Requests submitted, b) submit all Interconnection Requests arising from the Resource Solicitation Process at the same time to ensure simultaneous Queue Positions for all such Interconnection Requests, c) cooperate with Transmission Provider in conducting the studies, and d) request that studies be conducted of a reasonable number of different combinations of such Interconnection Requests to meet the eligible entity's identified need in the Resource Solicitation Process.

After Transmission Provider completes the Interconnection System Impact Studies of the requested combinations, the results will be provided to the eligible entity for use in the Resource Solicitation Process. The results will be posted on Transmission Provider’s OASIS consistent with the posting of other study results. After receipt of these studies, the eligible entity must select one of the studied combinations prior to the start of any Interconnection Facility Study associated with the Resource Solicitation Process. Prior to the completion of the Interconnection Facilities Study of all of the components of the selected combination, the eligible entity may replace components of the selected combination. While conducting the Interconnection Facilities Study(ies), Transmission Provider may suspend further action on the Interconnection Requests in the Resource Solicitation Process that are not included in the selected combination. Once a Generating Facility is rejected in the Resource Solicitation Process, it shall lose the Queue Position it held as part of the Resource Solicitation Process. If a Generating Facility is selected by the eligible entity at the conclusion of the Resource Solicitation Process, the Generating Facility may no longer maintain more than one Queue Position.

For purposes of this section 1.6.1, “eligible entity” means any entity subject to or conducting a Resource Solicitation Process, and "Resource Solicitation Process"

means any process authorized or required by Applicable Laws and Regulations for the acquisition of Network Resources by an entity interconnected to the Transmission System of Transmission Provider.

1.7 Interconnection Requests Submitted Prior to the Effective Date of the SGIP

Nothing in this SGIP affects an Interconnection Customer's Queue Position assigned before the effective date of this SGIP. The Parties agree to complete work on any interconnection study agreement executed prior the effective date of this SGIP in accordance with the terms and conditions of that interconnection study agreement. Any new studies or other additional work will be completed pursuant to this SGIP.

Section 2. Fast Track Process

2.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Small Generating Facility with the Transmission Provider's Distribution System if the Small Generating Facility's capacity does not exceed the size limits identified in the table below. Small Generating Facilities below these limits are eligible for Fast Track review. However, Fast Track eligibility is distinct from the Fast Track Process itself, and eligibility does not imply or indicate that a Small Generating Facility will pass the Fast Track screens in section 2.2.1 below or the Supplemental Review screens in section 2.4.4 below

Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection. All Small Generating Facilities connecting to lines greater than 69 kilovolt (kV) are ineligible for the Fast Track Process regardless of size. All synchronous and induction machines must be no larger than 2 MW to be eligible for the Fast Track Process, regardless of location. For certified inverter-based systems, the size limit varies according to the voltage of the line at the proposed Point of Interconnection. Certified inverter-based Small Generating Facilities located within 2.5 electrical circuit miles of a substation and on a mainline (as defined in the table below) are eligible for the Fast Track Process under the higher thresholds according to the table below. In addition to the size threshold, the Interconnection Customer's proposed Small Generating Facility must meet the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the Transmission Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

Fast Track Eligibility for Inverter-Based Systems		
Line Voltage	Fast Track Eligibility Regardless of Location	Fast Track Eligibility on a Mainline[1] and ≤ 2.5 Electrical Circuit Miles from Substation[2]
< 5 kV	≤ 500 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤ 2 MW	≤ 3 MW

≥ 15 kV and < 30 kV	≤ 3 MW	≤ 4 MW
≥ 30 kV and ≤ 69 kV	≤ 4 MW	≤ 5 MW

[1] For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.
[2] An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to section 1.2.

2.2 Initial Review

Within 15 Business Days after the Transmission Provider notifies the Interconnection Customer it has received a complete Interconnection Request, the Transmission Provider shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens.

2.2.1 Screens

2.2.1.1 The proposed Small Generating Facility's Point of Interconnection must be on a portion of the Transmission Provider's Distribution System that is subject to the Tariff.

2.2.1.2 For interconnection of a proposed Small Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Small Generating Facility, on the circuit shall not exceed 15 % of the line section annual peak load as most recently measured at the substation. A line section is that portion of a Transmission Provider's electric system connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.

2.2.1.3 For interconnection of a proposed Small Generating Facility to the load side of spot network protectors, the proposed Small Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5 % of a spot network's maximum load or 50 kW.[3]

[3] A spot Network is a type of distribution system found within modern commercial buildings to provide high reliability of service to a single customer. (Standard Handbook for Electrical Engineers, 11th edition, Donald Fink, McGraw Hill Book Company).

2.2.1.4 The proposed Small Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10 % to the distribution circuit's maximum fault current at the point on the

high voltage (primary) level nearest the proposed point of change of ownership.

2.2.1.5 The proposed Small Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5 % of the short circuit interrupting capability; nor shall the interconnection proposed for a circuit that already exceeds 87.5 % of the short circuit interrupting capability.

2.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Transmission Provider's electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	**Type of Interconnection to Primary Distribution Line**	**Result/Criteria**
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

2.2.1.7 If the proposed Small Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Small Generating Facility, shall not exceed 20 kW.

2.2.1.8 If the proposed Small Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20 % of the nameplate rating of the service transformer.

2.2.1.9 The Small Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Small Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

2.2.1.10 No construction of facilities by the Transmission Provider on its own system shall be required to accommodate the Small Generating Facility.

2.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and the Transmission Provider will provide the Interconnection Customer an executable interconnection agreement within five Business Days after the determination.

2.2.3 If the proposed interconnection fails the screens, but the Transmission Provider determines that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the Transmission Provider shall provide the Interconnection Customer an executable interconnection agreement within five Business Days after the determination.

2.2.4 If the proposed interconnection fails the screens, but the Transmission Provider does not or cannot determine from the initial review that the Small Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the Transmission Provider shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.

2.3 Customer Options Meeting

If the Transmission Provider determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, or (2) supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the Transmission Provider shall notify the Interconnection Customer of that determination within five Business Days after the determination and provide copies of all data and analyses underlying its conclusion. Within ten Business Days of the Transmission Provider's determination, the Transmission Provider shall offer to convene a customer options meeting with the Transmission Provider to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Small Generating Facility to be connected safely and reliably. At the time of notification of the Transmission Provider's determination, or at the customer options meeting, the Transmission Provider shall:

2.3.1 Offer to perform facility modifications or minor modifications to the Transmission Provider's electric system (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Transmission Provider's electric system. If the Interconnection Customer agrees to pay for the modifications to the Transmission Provider’s electric system, the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within ten Business Days of the customer options meeting; or

2.3.2 Offer to perform a supplemental review in accordance with section 2.4 and provide a non-binding good faith estimate of the costs of such review; or

2.3.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under the section 3 Study Process.

2.4 Supplemental Review

2.4.1 To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing and submit a deposit for the estimated costs of the supplemental review in the amount of the Transmission Provider's good faith estimate of the costs of such review, both within 15 Business Days of the offer. If the written agreement and deposit have not been received by the Transmission Provider within that timeframe, the Interconnection Request shall continue to be evaluated under the section 3 Study Process unless it is withdrawn by the Interconnection Customer.

2.4.2 The Interconnection Customer may specify the order in which the Transmission Provider will complete the screens in section 2.4.4.

2.4.3 The Interconnection Customer shall be responsible for the Transmission Provider's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Transmission Provider will return such excess within 20 Business Days of the invoice without interest.

2.4.4 Within 30 Business Days following receipt of the deposit for a supplemental review, the Transmission Provider shall (1) perform a supplemental review using the screens set forth below; (2) notify in writing the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the Transmission Provider shall notify the Interconnection Customer following the failure of any of the screens, or if it is unable to perform the screen in section 2.4.4.1, within two Business Days of making such determination to obtain the Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 2.4.4; (2) terminate the supplemental review and continue evaluating the Small Generating Facility under section 3; or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.

2.4.4.1 Minimum Load Screen: Where 12 months of line section minimum load data (including onsite load but not station service load served by the proposed Small Generating Facility) are available, can be calculated, can be estimated from existing data, or determined from a

power flow model, the aggregate Generating Facility capacity on the line section is less than 100% of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed Small Generating Facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the Transmission Provider shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification under section 2.4.4.

2.4.4.1.1 The type of generation used by the proposed Small Generating Facility will be taken into account when calculating, estimating, or determining circuit or line section minimum load relevant for the application of screen 2.4.4.1. Solar photovoltaic (PV) generation systems with no battery storage use daytime minimum load (i.e. 10 a.m. to 4 p.m. for fixed panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), while all other generation uses absolute minimum load.

2.4. 4.1.2 When this screen is being applied to a Small Generating Facility that serves some station service load, only the net injection into the Transmission Provider's electric system will be considered as part of the aggregate generation.

2.4. 4.1.3 Transmission Provider will not consider as part of the aggregate generation for purposes of this screen generating facility capacity known to be already reflected in the minimum load data.

2.4.4.2 Voltage and Power Quality Screen: In aggregate with existing generation on the line section: (1) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions; (2) the voltage fluctuation is within acceptable limits as defined by Institute of Electrical and Electronics Engineers (IEEE) Standard 1453, or utility practice similar to IEEE Standard 1453; and (3) the harmonic levels meet IEEE Standard 519 limits.

2.4.4.3 Safety and Reliability Screen: The location of the proposed Small Generating Facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the Study Process. The Transmission Provider shall give due consideration to the following

and other factors in determining potential impacts to safety and reliability in applying this screen.

2.4.4.3.1 Whether the line section has significant minimum loading levels dominated by a small number of customers (e.g., several large commercial customers).

2.4.4.3.2 Whether the loading along the line section is uniform or even.

2.4.4.3.3 Whether the proposed Small Generating Facility is located in close proximity to the substation (i.e., less than 2.5 electrical circuit miles), and whether the line section from the substation to the Point of Interconnection is a Mainline rated for normal and emergency ampacity.

2.4.4.3.4 Whether the proposed Small Generating Facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

2.4.4.3.5 Whether operational flexibility is reduced by the proposed Small Generating Facility, such that transfer of the line section(s) of the Small Generating Facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

2.4.4.3.6 Whether the proposed Small Generating Facility employs equipment or systems certified by a recognized standards organization to address technical issues such as, but not limited to, islanding, reverse power flow, or voltage quality.

2.4.5 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the Interconnection Request shall be approved and the Transmission Provider will provide the Interconnection Customer with an executable interconnection agreement within the timeframes established in sections 2.4.5.1 and 2.4.5.2 below. If the proposed interconnection fails any of the supplemental review screens and the Interconnection Customer does not withdraw its Interconnection Request, it shall continue to be evaluated under the section 3 Study Process consistent with section 2.4.5.3 below.

2.4.5.1 If the proposed interconnection passes the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above and does not require construction of facilities by the Transmission Provider on its own system, the interconnection agreement shall be provided within ten Business Days after the notification of the supplemental review results.

2.4.5.2 If interconnection facilities or minor modifications to the Transmission Provider's system are required for the proposed interconnection to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, and the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the interconnection agreement, along with a non-binding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within 15 Business Days after receiving written notification of the supplemental review results.

2.4.5.3 If the proposed interconnection would require more than interconnection facilities or minor modifications to the Transmission Provider's system to pass the supplemental screens in sections 2.4.4.1, 2.4.4.2, and 2.4.4.3 above, the Transmission Provider shall notify the Interconnection Customer, at the same time it notifies the Interconnection Customer with the supplemental review results, that the Interconnection Request shall be evaluated under the section 3 Study Process unless the Interconnection Customer withdraws its Small Generating Facility.

Section 3. Study Process

3.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Small Generating Facility with the Transmission Provider's Transmission System or Distribution System if the Small Generating Facility (1) is larger than 2 MW but no larger than 20 MW, (2) is not certified, or (3) is certified but did not pass the Fast Track Process or the 10 kW Inverter Process.

3.2 Scoping Meeting

3.2.1 A scoping meeting will be held within ten Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The Transmission Provider and the Interconnection Customer will bring to the

meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting.

3.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether the Transmission Provider should perform a feasibility study or proceed directly to a system impact study, or a facilities study, or an interconnection agreement. If the Parties agree that a feasibility study should be performed, the Transmission Provider shall provide the Interconnection Customer, as soon as possible, but not later than five Business Days after the scoping meeting, a feasibility study agreement (Attachment 6) including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

3.2.3 The scoping meeting may be omitted by mutual agreement. In order to remain in consideration for interconnection, an Interconnection Customer who has requested a feasibility study must return the executed feasibility study agreement within 15 Business Days. If the Parties agree not to perform a feasibility study, the Transmission Provider shall provide the Interconnection Customer, no later than five Business Days after the scoping meeting, a system impact study agreement (Attachment 7) including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

3.3 Feasibility Study

3.3.1 The feasibility study shall identify any potential adverse system impacts that would result from the interconnection of the Small Generating Facility.

3.3.2 A deposit of the lesser of 50 percent of the good faith estimated feasibility study costs or earnest money of $1,000 may be required from the Interconnection Customer.

3.3.3 The scope of and cost responsibilities for the feasibility study are described in the attached feasibility study agreement (Attachment 6).

3.3.4 If the feasibility study shows no potential for adverse system impacts, the Transmission Provider shall send the Interconnection Customer a facilities study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, the Transmission Provider shall send the Interconnection Customer an executable interconnection agreement within five Business Days.

3.3.5 If the feasibility study shows the potential for adverse system impacts, the review process shall proceed to the appropriate system impact study(s).

3.4 System Impact Study

3.4.1 A system impact study shall identify and detail the electric system impacts that would result if the proposed Small Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the feasibility study, or to study potential impacts, including but not limited to those identified in the scoping meeting. A system impact study shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

3.4.2 If no transmission system impact study is required, but potential electric power Distribution System adverse system impacts are identified in the scoping meeting or shown in the feasibility study, a distribution system impact study must be performed. The Transmission Provider shall send the Interconnection Customer a distribution system impact study agreement within 15 Business Days of transmittal of the feasibility study report, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or following the scoping meeting if no feasibility study is to be performed.

3.4.3 In instances where the feasibility study or the distribution system impact study shows potential for transmission system adverse system impacts, within five Business Days following transmittal of the feasibility study report, the Transmission Provider shall send the Interconnection Customer a transmission system impact study agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, if such a study is required.

3.4.4 If a transmission system impact study is not required, but electric power Distribution System adverse system impacts are shown by the feasibility study to be possible and no distribution system impact study has been conducted, the Transmission Provider shall send the Interconnection Customer a distribution system impact study agreement.

3.4.5 If the feasibility study shows no potential for transmission system or Distribution System adverse system impacts, the Transmission Provider shall send the Interconnection Customer either a facilities study agreement (Attachment 8), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study, or an executable interconnection agreement, as applicable.

3.4.6 In order to remain under consideration for interconnection, the Interconnection Customer must return executed system impact study agreements, if applicable, within 30 Business Days.

3.4.7 A deposit of the good faith estimated costs for each system impact study may be required from the Interconnection Customer.

3.4.8 The scope of and cost responsibilities for a system impact study are described in the attached system impact study agreement.

3.4.9 Where transmission systems and Distribution Systems have separate owners, such as is the case with transmission-dependent utilities ("TDUs") – whether investor-owned or not – the Interconnection Customer may apply to the nearest Transmission Provider (Transmission Owner, Regional Transmission Operator, or Independent Transmission Provider) providing transmission service to the TDU to request project coordination. Affected Systems shall participate in the study and provide all information necessary to prepare the study.

3.5 Facilities Study

3.5.1 Once the required system impact study(s) is completed, a system impact study report shall be prepared and transmitted to the Interconnection Customer along with a facilities study agreement within five Business Days, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the facilities study. In the case where one or both impact studies are determined to be unnecessary, a notice of the fact shall be transmitted to the Interconnection Customer within the same timeframe.

3.5.2 In order to remain under consideration for interconnection, or, as appropriate, in the Transmission Provider's interconnection queue, the Interconnection Customer must return the executed facilities study agreement or a request for an extension of time within 30 Business Days.

3.5.3 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s).

3.5.4 Design for any required Interconnection Facilities and/or Upgrades shall be performed under the facilities study agreement. The Transmission Provider may contract with consultants to perform activities required under the facilities study agreement. The Interconnection Customer and the Transmission Provider may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Transmission Provider, under the provisions of the facilities study agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the Transmission Provider shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.

3.5.5 A deposit of the good faith estimated costs for the facilities study may be required from the Interconnection Customer.

3.5.6 The scope of and cost responsibilities for the facilities study are described in the attached facilities study agreement.

3.5.7 Upon completion of the facilities study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the facilities study, the Transmission Provider shall provide the Interconnection Customer an executable interconnection agreement within five Business Days.

Section 4. Provisions that Apply to All Interconnection Requests

4.1 Reasonable Efforts

The Transmission Provider shall make reasonable efforts to meet all time frames provided in these procedures unless the Transmission Provider and the Interconnection Customer agree to a different schedule. If the Transmission Provider cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

4.2 Disputes

4.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

4.2.2 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.

4.2.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.

4.2.4 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.

4.2.5 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.

4.2.6 If neither Party elects 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 these procedures.

4.3 Interconnection Metering

Any metering necessitated by the use of the Small Generating Facility shall be installed at the Interconnection Customer's expense in accordance with Federal Energy Regulatory Commission, state, or local regulatory requirements or the Transmission Provider's specifications.

4.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The Transmission Provider must be given at least five Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

4.5. Confidentiality

4.5.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.

4.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.

4.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

4.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

4.5.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party prior to the release of the Confidential Information to FERC. The Party shall notify the other Party when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information

would be made public, pursuant to 18 CFR § 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.

4.6 Comparability

The Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this document. The Transmission Provider shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Small Generating Facility is owned or operated by the Transmission Provider, its subsidiaries or affiliates, or others.

4.7 Record Retention

The Transmission Provider shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

4.8 Interconnection Agreement

After receiving an interconnection agreement from the Transmission Provider, the Interconnection Customer shall have 30 Business Days or another mutually agreeable timeframe to sign and return the interconnection agreement, or request that the Transmission Provider file an unexecuted interconnection agreement with the Federal Energy Regulatory Commission. If the Interconnection Customer does not sign the interconnection agreement, or ask that it be filed unexecuted by the Transmission Provider within 30 Business Days, the Interconnection Request shall be deemed withdrawn. After the interconnection agreement is signed by the Parties, the interconnection of the Small Generating Facility shall proceed under the provisions of the interconnection agreement.

4.9 Coordination with Affected Systems

The Transmission Provider shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable interconnection study within the time frame specified in these procedures. The Transmission Provider will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with the Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Transmission Provider which may be an Affected System shall cooperate with the Transmission Provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

4.10 Capacity of the Small Generating Facility

4.10.1 If the Interconnection Request is for an increase in capacity for an existing Small Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total capacity of the Small Generating Facility.

4.10.2 If the Interconnection Request is for a Small Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices.

4.10.3 The Interconnection Request shall be evaluated using the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system. However, if the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system is limited (e.g., through use of a control system, power relay(s), or other similar device settings or adjustments), then the Interconnection Customer must obtain the Transmission Provider's agreement, with such agreement not to be unreasonably withheld, that the manner in which the Interconnection Customer proposes to implement such a limit will not adversely affect the safety and reliability of the Transmission Provider's system. If the Transmission Provider does not so agree, then the Interconnection Request must be withdrawn or revised to specify the maximum capacity that the Small Generating Facility is capable of injecting into the Transmission Provider's electric system without such limitations. Furthermore, nothing in this section shall prevent a Transmission Provider from considering an output higher than the limited output, if appropriate, when evaluating system protection impacts.

Attachment 1

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the section 2 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of terms and conditions. See SGIP Attachment 5.

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

Business Day – Monday through Friday, excluding Federal Holidays.

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.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Small Generating Facility that meets the eligibility requirements of section 2.1 and includes the section 2 screens, customer options meeting, and optional supplemental review.

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 Resource – Any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 – An Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission Provider's System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

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 with the Small Generating Facility to the Transmission Provider's Transmission System. Network Upgrades do not include Distribution Upgrades.

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.

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

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.

Study Process – The procedure for evaluating an Interconnection Request that includes the section 3 scoping meeting, feasibility study, system impact study, and facilities study.

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

SMALL GENERATOR INTERCONNECTION REQUEST
(Application Form)

Transmission Provider: _____

Designated Contact Person: _____

Address: _____

Telephone Number: _____

Fax: _____

E-Mail Address: _____

An Interconnection Request is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.5, documentation of site control must be submitted with the Interconnection Request.

Preamble and Instructions

An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Transmission Provider.

Processing Fee or Deposit:

If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is $500.

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Transmission Provider a deposit not to exceed $1,000 towards the cost of the feasibility study.

Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name:

_____

Contact Person: _____

Mailing Address:_____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

_____

Telephone (Day): _____Telephone (Evening): _____

Fax: _____E-Mail Address: _____

Application is for: ____New Small Generating Facility

____Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe:_____

_____

Will the Small Generating Facility be used for any of the following?

Net Metering? Yes ___ No ___

To Supply Power to the Interconnection Customer? Yes ___No ___

To Supply Power to Others? Yes ____ No ____

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

_____ _____
(Local Electric Service Provider*) (Existing Account Number*)

[*To be provided by the Interconnection Customer if the local electric service provider is different from the Transmission Provider]

Contact Name: _____

Title: _____

Address: _____

_____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Requested Point of Interconnection: _____

Interconnection Customer's Requested In-Service Date: _____

Small Generating Facility Information
Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source:____ Solar____ Wind____ Hydro____ Hydro Type (e.g. Run-of-River):_____
Diesel____ Natural Gas____ Fuel Oil____ Other (state type) _____

Prime Mover: ____Fuel Cell ____Recip Engine ____Gas Turb ____Steam Turb
____Microturbine ____PV ____Other

Type of Generator: _____Synchronous _____Induction _____Inverter

Generator Nameplate Rating: ____kW (Typical) Generator Nameplate kVAR: _____

Interconnection Customer or Customer-Site Load: _____kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? ___Yes ___No

Generator (or solar collector)
Manufacturer, Model Name & Number: _____
Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor
Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: _____ Elevation: _____ ___Single phase ___Three phase

Inverter Manufacturer, Model Name & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous or RMS ____?

Harmonics Characteristics: _____

Start-up requirements: _____

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____
(*) Neutral Grounding Resistor (If Applicable): _____

Synchronous Generators:

Direct Axis Synchronous Reactance, X_d: _____ P.U.
Direct Axis Transient Reactance, X'_d: _____P.U.
Direct Axis Subtransient Reactance, X''_d: _____P.U.
Negative Sequence Reactance, X_2: _____ P.U.
Zero Sequence Reactance, X_0: _____ P.U.
KVA Base: _____
Field Volts: _____
Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____
I_2^2t or K (Heating Time Constant): _____
Rotor Resistance, Rr: _____
Stator Resistance, Rs: _____
Stator Reactance, Xs: _____
Rotor Reactance, Xr: _____
Magnetizing Reactance, Xm: _____
Short Circuit Reactance, Xd": _____
Exciting Current: _____
Temperature Rise: _____
Frame Size: _____
Design Letter: _____
Reactive Power Required In Vars (No Load): _____
Reactive Power Required In Vars (Full Load): _____
Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Primary frequency response operating range for electric storage resources:

Minimum State of Charge: _____
Maximum State of Charge: _____

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? ____Yes ____No

Will the transformer be provided by the Interconnection Customer? ____Yes ____No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: _____single phase _____three phase? Size: _____kVA
Transformer Impedance: _____% on _____kVA Base

If Three Phase:
Transformer Primary: _____ Volts _____ Delta _____Wye _____ Wye Grounded

Transformer Secondary: _____ Volts _____ Delta _____Wye _____ Wye Grounded
Transformer Tertiary: _____ Volts _____ Delta _____Wye _____ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer:_____ Type:_____ Size:_____ Speed:_____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____

Load Rating (Amps):_____ Interrupting Rating (Amps):_____ Trip Speed (Cycles):_____

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:
_____	_____	_____	_____
Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:
_____	_____	_____	_____
Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:

Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:
Manufacturer:	Type:	Style/Catalog No.:	Proposed Setting:

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (If Applicable):

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed? ____Yes ____No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____
_____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ____Yes ____No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).
Are Schematic Drawings Enclosed? ___Yes ____No

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer:_____ Date:_____

Attachment 3

Certification Codes and Standards

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

Attachment 4

Certification of Small Generator Equipment Packages

1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in SGIP Attachment 3, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.

3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.

4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.

6.0 An equipment package does not include equipment provided by the utility.

7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.

Attachment 5

Application, Procedures, and Terms and Conditions for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10 kW ("10 kW Inverter Process")

1.0 The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the Transmission Provider ("Company").

2.0 The Company acknowledges to the Customer receipt of the Application within three Business Days of receipt.

3.0 The Company evaluates the Application for completeness and notifies the Customer within ten Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.

4.0 The Company verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Small Generator Interconnection Procedures (SGIP). The Company has 15 Business Days to complete this process. Unless the Company determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the Company approves the Application and returns it to the Customer. Note to Customer: Please check with the Company before submitting the Application if disconnection equipment is required.

5.0 After installation, the Customer returns the Certificate of Completion to the Company. Prior to parallel operation, the Company may inspect the Small Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.

6.0 The Company notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Company has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The Company is obligated to complete this witness test within ten Business Days of the receipt of the Certificate of Completion. If the Company does not inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.

7.0 Contact Information – The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Company, that contact information must be provided on the Application.

8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.

9.0 UL1741 Listed – This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.

Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW

This Application is considered complete when it provides all applicable and correct information required below. Per SGIP section 1.5, documentation of site control must be submitted with the Interconnection Request. Additional information to evaluate the Application may be required.

Processing Fee

A non-refundable processing fee of $100 must accompany this Application.

Interconnection Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax:: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility (include % ownership by any electric utility): _____

_____

Small Generating Facility Information

Location (if different from above): _____

Electric Service Company: _____

Account Number: _____

Inverter Manufacturer: _____ Model: _____

Nameplate Rating: ___ (kW) ___ (kVA) ___ (AC Volts)

Single Phase ___ Three Phase ___

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: _____Photovoltaic _____Reciprocating Engine _____Fuel Cell

_____Turbine _____Other (describe)_____

Energy Source:_____Solar ____ Wind _____Hydro _____Diesel _____Natural Gas

_____Fuel Oil ___ Other (describe)_____

Is the equipment UL1741 Listed? Yes____ No____

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the Small Generator Interconnection Procedures (SGIP), or the Transmission Provider has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

	Equipment Type	Certifying Entity
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

.....

Contingent Approval to Interconnect the Small Generating Facility

(For Company use only)

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.

Company Signature: _____

Title: _____ Date: _____

Application ID number: _____

Company waives inspection/witness test? Yes___No___

Small Generating Facility Certificate of Completion

Is the Small Generating Facility owner-installed? Yes_____ No _____

Interconnection Customer: _____

Contact Person: _____

Address: _____

Location of the Small Generating Facility (if different from above):_____

_____

City: _____ State: ____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician:

Name: _____

Address: _____

City: _____ State: ____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License number: _____

Date Approval to Install Facility granted by the Company: _____

Application ID number: _____

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

_____

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Company information below):

Name: _____

Company: _____

Address:_____

_____

City, State, ZIP: _____

Fax: _____

.....

Approval to Energize the Small Generating Facility (For Company use only)

Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

Company Signature: _____

Title: _____ Date: _____

Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

1.0 **Construction of the Facility**

The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the Transmission Provider (the "Company") approves the Interconnection Request (the "Application") and returns it to the Customer.

2.0 **Interconnection and Operation**

The Customer may operate Small Generating Facility and interconnect with the Company's electric system once all of the following have occurred:

2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 The Customer returns the Certificate of Completion to the Company, and

2.3 The Company has either:

2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Company waives the right to inspect the Small Generating Facility.

2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

3.0 **Safe Operations and Maintenance**

The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 **Access**

The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.

5.0 **Disconnection**

The Company may temporarily disconnect the Small Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.

5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

6.0 **Indemnification**

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 **Insurance**

The Parties agree to follow all applicable insurance requirements imposed by the state in which the Point of Interconnection is located. All insurance policies must be maintained with insurers authorized to do business in that state.

8.0 **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, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

9.0 **Termination**

The agreement to operate in parallel may be terminated under the following conditions:

9.1 **By the Customer**
By providing written notice to the Company.

9.2 **By the Company**
If the Small Generating Facility fails to operate for any consecutive 12 month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 **Permanent Disconnection**
In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

9.4 **Survival Rights**
This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

10.0 **Assignment/Transfer of Ownership of the Facility**
This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.

Attachment 6

Feasibility Study Agreement

THIS AGREEMENT is made and entered into this_____day of_____20___

by and between_____,

a_____organized and existing under the laws of the State

of_____, ("Interconnection Customer,") and

_____, a_____

existing under the laws of the State of_____,

("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by Interconnection Customer on _____; and

WHEREAS, Interconnection Customer desires to interconnect the Small Generating Facility with the Transmission Provider's Transmission System; and

WHEREAS, Interconnection Customer has requested the Transmission Provider to perform a feasibility study to assess the feasibility of interconnecting the proposed Small Generating Facility with the Transmission Provider's Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Transmission Provider shall cause to be performed an interconnection feasibility study consistent the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.

3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The Transmission Provider reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the standard Small Generator Interconnection Procedures. If the Interconnection Customer modifies its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

5.0 In performing the study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.

6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Small Generating Facility as proposed:

6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;

6.3 Initial review of grounding requirements and electric system protection; and

6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Small Generating Facility and to address the identified short circuit and power flow issues.

7.0 The feasibility study shall model the impact of the Small Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Small Generating Facility is being installed.

8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.

9.0 A deposit of the lesser of 50 percent of good faith estimated feasibility study costs or earnest money of $1,000 may be required from the Interconnection Customer.

10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within 30

Business Days of the Interconnection Customer's agreement to conduct a feasibility study.

11.0 Any study fees shall be based on the Transmission Provider's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Transmission Provider shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 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.

16.0 Waiver

16.1 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.

16.2 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.

17.0 Multiple Counterparts

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

18.0 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.

19.0 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.

20.0 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.

20.1 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.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

21.0 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider]	**[Insert name of Interconnection Customer]**
_____	_____
Signed _____	Signed _____
Name (Printed):	Name (Printed):
_____	_____
Title: _____	Title: _____

Attachment A to
Feasibility Study Agreement

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Transmission Provider.

Attachment 7

System Impact Study Agreement

THIS AGREEMENT is made and entered into this_____day of_____20___

by and between_____,

a_____organized and existing under the laws of the State

of_____, ("Interconnection Customer,") and

_____, a_____

existing under the laws of the State of_____,

("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on_____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Transmission Provider's Transmission System;

WHEREAS, the Transmission Provider has completed a feasibility study and provided the results of said study to the Interconnection Customer (This recital to be omitted if the Parties have agreed to forego the feasibility study.); and

WHEREAS, the Interconnection Customer has requested the Transmission Provider to perform a system impact study(s) to assess the impact of interconnecting the Small Generating Facility with the Transmission Provider's Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Transmission Provider shall cause to be performed a system impact study(s) consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.

3.0 The scope of a system impact study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. The Transmission Provider reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.

7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Transmission Provider has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.

8.0 If the Transmission Provider uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced –

8.1 Are directly interconnected with the Transmission Provider's electric system; or

8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

8.3 Have a pending higher queued Interconnection Request to interconnect with the Transmission Provider's electric system.

9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties, or in accordance with the Transmission Provider's queuing procedures.

10.0 A deposit of the equivalent of the good faith estimated cost of a distribution system impact study and the one half the good faith estimated cost of a transmission system impact study may be required from the Interconnection Customer.

11.0 Any study fees shall be based on the Transmission Provider's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Transmission Provider shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 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.

16.0 Waiver

16.1 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.

16.2 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.

17.0 Multiple Counterparts

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

18.0 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.

19.0 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.

20.0 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.

20.1 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.

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

21.0 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.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider]	**[Insert name of Interconnection Customer]**
_____	_____
Signed _____	Signed _____
Name (Printed):	Name (Printed):
_____	_____
Title: _____	Title: _____

Attachment A to System Impact Study Agreement

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Transmission Provider.

Attachment 8

Facilities Study Agreement

THIS AGREEMENT is made and entered into this_____day of_____20___

by and between_____,

a_____organized and existing under the laws of the State

of_____, ("Interconnection Customer,") and

_____, a_____

existing under the laws of the State of_____,

("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on_____; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Transmission Provider's Transmission System;

WHEREAS, the Transmission Provider has completed a system impact study and provided the results of said study to the Interconnection Customer; and

WHEREAS, the Interconnection Customer has requested the Transmission Provider to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study in accordance with Good Utility Practice to physically and electrically connect the Small Generating Facility with the Transmission Provider's Transmission System.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Transmission Provider shall cause a facilities study consistent with the standard Small Generator Interconnection Procedures to be performed in accordance with the Open Access Transmission Tariff.

3.0 The scope of the facilities study shall be subject to data provided in Attachment A to this Agreement.

4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact study(s). The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Transmission Provider's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

5.0 The Transmission Provider may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Small Generating Facility if it is willing to pay the costs of those facilities.

6.0 A deposit of the good faith estimated facilities study costs may be required from the Interconnection Customer.

7.0 In cases where Upgrades are required, the facilities study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within 30 Business Days.

8.0 Once the facilities study is completed, a draft facilities study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the facilities study must be completed and the draft facilities study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a facilities study.

9.0 Interconnection Customer may, within 30 Calendar Days after receipt of the draft report, provide written comments to Transmission Provider, which Transmission Provider shall include in the final report. Transmission Provider shall issue the final Interconnection Facilities Study report within 15 Business Days of receiving Interconnection Customer’s comments or promptly upon receiving Interconnection Customer’s statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen-day period upon notice to Interconnection Customer if Interconnection Customer’s comments require Transmission Provider to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation, workpapers, and databases or data developed in the preparation of the

Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 4.5 of the standard Small Generator Interconnection Procedures.

10.0 Within ten Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

11.0 Any study fees shall be based on the Transmission Provider's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Transmission Provider shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 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.

16.0 Waiver

16.1 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.

16.2 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.

17.0 Multiple Counterparts

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

18.0 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.

19.0 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.

20.0 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.

20.1 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.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

21.0 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Transmission Provider]	**[Insert name of Interconnection Customer]**
_____	_____
Signed_____	Signed_____
Name (Printed):	Name (Printed):
_____	_____
Title: _____	Title: _____

Attachment A to
Facilities Study Agreement

Data to Be Provided by the Interconnection Customer
with the Facilities Study Agreement

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes_____ No_____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____No _____
(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Small Generating Facility?

_____

_____

What protocol does the control system or PLC use?

_____

_____

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, transmission line, and property lines.

Physical dimensions of the proposed interconnection station:

_____

Bus length from generation to interconnection station:

_____

Line length from interconnection station to Transmission Provider's Transmission System.

_____

Tower number observed in the field. (Painted on tower leg)*:

_____

Number of third party easements required for transmission lines*:

_____

* To be completed in coordination with Transmission Provider.

Is the Small Generating Facility located in Transmission Provider’s service area?

Yes_____ No_____ If No, please provide name of local provider:

_____

Please provide the following proposed schedule dates:

Begin Construction	Date: _____
Generator step-up transformers receive back feed power	Date: _____
Generation Testing	Date: _____
Commercial Operation	Date :_____

APPENDIX 1

SMALL GENERATOR
INTERCONNECTION AGREEMENT (SGIA)

(For Generating Facilities No Larger Than 20 MW)

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

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20__, by _____ ("Transmission Provider"), and _____ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Transmission Provider Information

Transmission Provider: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Interconnection Customer Information

Interconnection Customer: _____
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 or by the applicable system operator(s).

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 system operator 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 and Primary Frequency Response

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] This requirement also applies to existing non-synchronous generators making upgrades that require a new Generator Interconnection Agreement where the System Impact Study shows the need for reactive power as a result of an upgrade.

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.

1.8.4 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Small Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Small Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Small Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Small Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Small Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Small Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Small Generating Facility with the Transmission System, Interconnection Customer shall operate the Small Generating Facility consistent with the provisions specified in Sections 1.8.4.1 and 1.8.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Small Generating Facilities.

1.8.4.1 Governor or Equivalent Controls. Whenever the Small Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Small Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings

of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Small Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Small Generating Facility's governor or equivalent controls to a minimum whenever the Small Generating Facility is operated in parallel with the Transmission System.

1.8.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Small Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Small Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Small Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

1.8.4.3 Exemptions. Small Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 1.8.4, 1.8.4.1, and 1.8.4.2 of this Agreement. Small Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 1.8.4, but shall be otherwise exempt from the operating requirements in Sections 1.8.4, 1.8.4.1, 1.8.4.2, and 1.8.4.4 of this Agreement.

1.8.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Attachment 5 of its SGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide

primary frequency response consistent with the conditions set forth in Sections 1.8.4, 1.8.4.1, 1.8.4.2 and 1.8.4.3 of this Agreement. Attachment 5 shall specify whether the operating range is static or dynamic, and shall consider: (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Attachment 5 must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 1.8.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

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.

[1] The effective date of Order 827 is October 14, 2016.

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.

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 bore 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 operator may adopt any alternative payment schedule that is mutually agreeable so long as the Transmission Provider and said Affected System operator 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 operator 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 operator 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

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on

behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

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

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other

Party to this Agreement when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 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.

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, either Party may 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 neither Party elects 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
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of _____ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly

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

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under article 12.2 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 Multiple Counterparts

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

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.

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 currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip:_____
Phone: _____ Fax: _____

If to the Transmission Provider:

Transmission Provider: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip:_____
Phone: _____ Fax: _____

13.2 Billing and Payment

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

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip:_____

Transmission Provider: _____

Attention: _____
Address: _____
City: _____ State: _____ Zip:_____

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, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip:_____
Phone: _____ Fax: _____

If to the Transmission Provider:

Transmission Provider: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip:_____
Phone: _____ Fax: _____

13.4 Designated Operating Representative

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:_____
Attention: _____
Address: _____
City: _____ State: _____ Zip:_____
Phone: _____ Fax: _____

Transmission Provider's Operating Representative:

Transmission Provider_____
Attention: _____
Address: _____
City: _____ State: _____ Zip:_____
Phone: _____ Fax: _____

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.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Transmission Provider

Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

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.

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

ATTACHMENT Q

Creditworthiness Procedures

It is the policy of the Transmission Provider that prior to an entity ("Applicant" or "Transmission Customer") taking any service under the Transmission Provider's Tariff, or becoming a Transmission Customer, the Applicant must demonstrate its ability to meet the Transmission Provider's credit requirements. Credit review shall be made in accordance with commercially reasonable practices.

Prior to becoming a Transmission Customer, each Applicant must undergo a credit evaluation in order to determine the level of unsecured credit Transmission Provider is willing to extend ("Unsecured Credit Limit") to Transmission Customer for services under the Tariff. Each Applicant and/or Transmission Customer will be subject to a complete credit evaluation that will include, but not be limited to, a review of financial statements, Rating Agency (Standard & Poor's, Moody's Investors Service, Fitch Ratings) reports (if available), and other pertinent indicators of credit strength. Upon becoming a Transmission Customer, an Applicant/Transmission Customer will be subject to a periodic credit evaluation to verify continuing creditworthiness. In addition to this transmission Creditworthiness Procedure, Transmission Provider will post its detailed Transmission Credit business practices on OASIS to advise Transmission Customers of more specific credit criterion, which shall not be inconsistent with these Creditworthiness Procedures.

Transmission Service includes, but is not limited to, all services under the Transmission Provider's Tariff, including ancillary services. To the extent provisions of the Tariff establish specific credit requirements mandated by FERC -- including, but not limited to, the Large Generation Interconnection Procedure (LGIP) and Large Generation Interconnection Agreement (LGIA) established by FERC Order No. 2003 -- those credit requirements will apply to those services rather than this Transmission Credit Policy to the extent there is any inconsistency between the LGIP/LGIA credit requirements and this Transmission Credit Policy.

The Transmission Credit Policy requirements are separate from the credit requirements applicable to wholesale power/gas sale or purchase transactions an Applicant/Transmission Customer may have in place with an Xcel Energy Operating Company. The Risk Management function of Xcel Energy Services Inc. shall administer this Transmission Credit Policy for Transmission Provider. The Transmission Provider will apply this Transmission Credit Policy consistent with FERC Order No. 2004, Standards of Conduct for Transmission Providers.

CREDIT EVALUATION:

The Transmission Provider will perform a credit evaluation for each Applicant and/or Transmission Customer approximately every twelve (12) months, or more frequently if the Transmission Provider has commercially reasonable grounds to believe there has been a Material Adverse Change in the Transmission Customer's creditworthiness. If the Applicant and/or Transmission Customer is determined to be creditworthy, an Unsecured Credit Limit will be established which must equal the historical, or estimated highest 60 day credit exposure. If the Unsecured Credit Limit granted is insufficient, or unsecured credit is denied, the Applicant and/or Transmission Customer must provide collateral/security ("Financial Security") required by

the Transmission Provider in a form and amount satisfactory to the Transmission Provider. Non-compliance with the Transmission Credit Policy and the request for Financial Security will be considered a default. Upon written notification, the Transmission Customer will have two (2) business days (three (3) business days if notified after 12:00 Noon Mountain Prevailing Time (MPT) to provide the requested Financial Security.

An Applicant will be notified in writing within ten (10) business days of the status of its credit evaluation. Within ten (10) business days after notification of the Transmission Provider's creditworthiness determination, an Applicant may request, in writing, a review of determinations of credit levels or collateral requirements. The Transmission Provider will respond no later than twenty (20) business days after receipt of written request.

A Transmission Customer will be notified in writing of any reduction in unsecured credit or increase in Financial Security requirements, if applicable, as the result of the Transmission Provider's credit evaluation. Within ten (10) business days after receipt of such notification, the Transmission Customer may request, in writing, a review of the credit evaluation. The Transmission Provider will respond no later than twenty (20) business days after receipt of written request. During the review period, all terms of this Transmission Credit Policy regarding providing Financial Security must be complied with.

If a guaranty ("Corporate Guaranty") is being utilized to establish credit for an Applicant and/or Transmission Customer, the party issuing the guaranty ("Guarantor") will be evaluated and the Unsecured Credit Limit granted, if any, based on the financial evaluation and strength of the Guarantor.

Initial Credit Evaluation – Transmission Provider will consider:

Rating Agency Reports:

The Transmission Provider will review the Senior Unsecured (un-enhanced by third-party support), Long Term Debt ratings for Applicant/Transmission Customer issued by Standard & Poor's, Moody's Investors Service, Fitch Ratings, or other agreed upon rating sources. If unsecured, senior, long-term debt ratings are not available, the Transmission Provider may consider Issuer Ratings, or underlying ratings, if applicable.

Financial Statements and Related Information:

Each Applicant or Transmission Customer must submit audited financial statements for the three (3) fiscal years most recently ended, or the period of existence of the Applicant/Transmission Customer, if shorter. Upon request, if deemed appropriate by the Transmission Provider, Applicant, or Transmission Customer must also provide their most recently finished fiscal quarter complete set of financial statements. The information reviewed should include, but not be limited to, the following:

If publicly traded entity -
Annual Reports, or Form 10K for the three (3) fiscal years most recently ended, together with any amendments thereto (Transmission Provider will download information available on the SEC site).

If privately held or Public Power Entity-
For the three (3) fiscal years most recently ended, a complete set of audited financial statements, including notes and any management discussions.

References:

Each Applicant/Transmission Customer is to provide their primary bank name and account number and three (3) major industry trade references including fax, phone and, if applicable, email contact information.

Estimated Peak Load Data Requirements:

Each Applicant will present to the Transmission Provider staff its estimated annual Peak Load. This will be used, among other purposes, to estimate the highest anticipated sixty (60) day credit exposure.

Material Adverse Changes:

For the purpose of this policy, a Material Adverse Change to a Transmission Customer/Applicant includes, but is not necessarily limited to, the following:

- A downgrade of any debt rating or Issuer Rating to below investment grade
- An adverse change in the outlook of any debt rating or being placed on credit watch with negative implication
- A bankruptcy filing
- Insolvency or inability to pay debts as they become due
- Late payments to Transmission Provider
- Material deterioration to the financial measures in this Transmission Credit Policy
- Not providing to Transmission Provider required standard financial statements
- Expiration, cancellation, or termination of credit support, if applicable, without Transmission Provider's consent.
- Default on any contractual obligation exceeding 10% of tangible net worth.
- A judgment in a proceeding adversely affecting creditor's rights
- The appointment of an administrator, liquidator, factor, receiver, custodian or similar official
- A secured party takes possession of all or substantially all of its assets

Upon the occurrence of a Material Adverse Change, the creditworthiness of the Transmission Customer/Applicant may be reevaluated by the Transmission Provider. This may result in the need to provide Financial Security or additional Financial Security, consistent with commercially reasonable practices, to protect the Transmission Provider against the risk of non-payment.

In the credit evaluation of a Public Power Entity (cooperative, government agency or municipal

utility), the Transmission Provider may request additional information as part of the overall financial review process and will consider other relevant factors in determining financial strength and creditworthiness.

CREDITWORTHINESS:

Evaluation of Creditworthiness

A Credit Score (using the criteria weighting posted on OASIS) will be generated from the Transmission Provider's review and analysis of the information obtained through the initial and ongoing credit evaluation process described in this Transmission Credit Policy. Key factors in the scoring process include, but are not limited to, ratings from Rating Agencies, financial statements and trade references. The Transmission Provider will consistently apply the credit scoring process described in this Transmission Credit Policy in determining Credit Scores.

Credit Score – Public Power Entity

The analysis for a Public Power Entity will be comprised of a financial and qualitative analysis

The financial score considers the financial measures shown below. These measures will be calculated for each Applicant/Transmission Customer.

Measures
Current Ratio
Working Capital
Tangible Net Worth
EBIT Interest Coverage
EBITDA Interest Coverage
Pre-tax Return on Equity
Long-term Debt / Equity
Total Debt / Total Capitalization

The qualitative score will assess non-financial measures. Qualitative criteria do not have specific requirements, only a positive or negative assessment. The qualitative analysis will take into account a variety of information, including the assessment of the following characteristics (when applicable) of each Applicant/Transmission Customer: (1) the ability to set rates without seeking regulatory approval (a positive attribute); (2) the financial protections afforded unsecured creditors contained in the contracts and other legal documents related to the formation and governance of public power entities (financial protections are positive); (3) availability of current information, financial, economic, or otherwise, relevant to the creditworthiness analysis of the Applicant/Transmission Customer, on publicly accessible internet sites (a positive factor); (4) rating agency ratings assigned to unsecured debt (a minimum rating is not required, investment grade is positive, non-investment grade is negative, negative outlook or credit watch is negative); (5) relative size, composition of assets, type of entity

(a generation and transmission entity with fixed assets is positive, a marketing entity with little or no fixed assets is negative);(6) length of time in business (ten years or more is positive, five or less is negative); (7) trade references and payment history (positive or negative); (8) Overall quality of financial information (complete and audited statements including all notes are positive). The overall qualitative score will range from 1 (positive) to 6 (negative) according to the overall assessment of all qualitative characteristics.

Credit Score – Non-Public Power Entity

A Non-Public Power Composite Score shall be derived for each Applicant/Transmission Customer that is not a Public Power Entity. The analysis for a Non-Public Power Entity will also be comprised of financial and qualitative components.

The financial score is comprised of the financial measures below.

Measures
EBIT Interest Coverage
Total Debt / Total Capitalization
CFFO / Total Debt
Tangible Net Worth

The qualitative score will assess non-financial measures. Qualitative criteria do not have specific requirements, only a positive or negative assessment. The qualitative analysis will take into account a variety of information including the assessment of the following characteristics (when applicable) of each Applicant/Transmission Customer: (1) the ability to set rates without seeking regulatory approval (a positive attribute); (2) the financial protections afforded unsecured creditors contained in the contracts and other legal documents related to the formation and governance of non-public power entities (financial protections are positive); (3) availability of current information, financial, economic, or otherwise, relevant to the creditworthiness analysis of the Applicant/Transmission Customer, on publicly accessible internet sites (a positive factor); and (4) rating agency ratings assigned to unsecured debt (a minimum rating is not required, investment grade is positive, non-investment grade is negative, negative outlook or credit watch is negative); (5) relative size, composition of assets, type of entity (a generation and transmission entity with fixed assets is positive, a marketing entity with little or no fixed assets is negative);(6) length of time in business (ten years or more is positive, five or less is negative); (7) trade references and payment history (positive or negative); (8) Overall quality of financial information (complete and audited statements including all notes are positive). The overall qualitative score will range from 1 (positive) to 6 (negative) according to the overall assessment of all qualitative characteristics.

Maximum Unsecured Credit Limit

The maximum Unsecured Credit Limit for an Applicant/Transmission Customer is determined by their Composite Credit Score, industry sector, and tangible net worth as outlined in tables included in the Transmission Credit Policy posted on OASIS.

Minimum Unsecured Credit Limit

For a Public Power Entity, the Unsecured Credit Limit floor for creditworthy entities is $250,000.

Revisions to Unsecured Credit Limit

Based on the occurrence of a Material Adverse Change to a Transmission Customer/Applicant, the Transmission Provider has the right to modify the Unsecured Credit Limit and/or require additional Financial Security as may be reasonably necessary to support the Applicant/Transmission Customer's ability to pay for services provided under this Tariff and other related transmission service agreements. Within three (3) business days the Transmission Provider will notify the Applicant/Transmission Customer in writing of the requirement to provide Financial Security as a result of the reduction or revocation of the previously granted amount of Unsecured Credit Limit. The Applicant/Transmission Customer shall have two (2) business days from receipt of written notification (three (3) business days if notification occurs after 12:00 Noon MPT) to provide the Financial Security required in an amount and form acceptable to the Transmission Provider.

The Applicant/Transmission Customer may request, in writing, an explanation of credit line decisions or collateral requirements. The Transmission Provider will make every effort to respond within ten (10) business days of such a written request.

The Applicant/Transmission Customer may contest, in writing, determinations or changes of credit levels or collateral requirements. The Transmission Provider will make reasonable efforts to respond within ten (10) business days of such a written request. The Applicant/Transmission Customer must still provide any required Financial Security, within the indicated time periods, as stated in this summary and on OASIS, while the review and response is in process.

Total Credit Limit and Allocation Requirement

The Total Credit Limit for a Participant is the sum of its Unsecured Credit Limit and the Financial Security provided, if any.

Total Potential Exposure

In general, the calculation of potential exposure to non-payment is based on three (3) exposure components:

- Invoiced but not paid;
- Measured but not invoiced, where measured means the systems have computed the charges and credits for all transactions for a given period of time; and
- Estimated for future days (up to the next payment due date) based on known and/or potential activity.

Total Potential Exposure Exceedance

An Applicant/Transmission Customer will be required to make payments of invoiced but unpaid amounts to reduce its Total Potential Exposure and/or provide additional Financial Security to increase its Total Credit Limit when its Total Potential Exposure equals or exceeds its Total Credit Limit.

An Applicant/Transmission Customer will have two (2) business days from receipt of written notification of a Total Potential Exposure Exceedance (three (3) business days if notification occurs after 12:00 Noon MPT) to remedy the situation in a manner deemed acceptable by the Transmission Provider.

Transmission Service

An Applicant/Transmission Customer that fails to cure a Total Potential Exposure Exceedance within the required cure period may have service suspended (in conformity with FERC requirements) from participating in the Transmission Provider's system and from requesting any future Transmission Service unless and until the Applicant/Transmission Customer's Total Potential Exposure Exceedance is cured.

Corporate Guaranty:

In those cases where an Applicant/Transmission Customer is an affiliate of another entity and would like to utilize the consolidated financial statements and other relevant information of its affiliate/parent for obtaining credit, a signed Corporate Guaranty satisfactory to the Transmission Provider is required. Guarantor will be subject to the same financial review procedures as the Applicant and/or Transmission Customer. The form and substance of the Corporate Guaranty must be reasonably acceptable to the Transmission Provider.

A certificate may be required in support of the Corporate Guaranty that includes a seal of the corporation with the signature of the corporate secretary certifying that the execution, delivery, and performance of the Corporate Guaranty has been duly authorized. Adequate documentation regarding the signature authority of the person signing the Corporate Guaranty may also be required.

The Guarantor will be subject to periodic financial review for the purpose of monitoring its creditworthiness, and the Corporate Guaranty will obligate the Guarantor to submit all information and documents required of the Applicant and/or Transmission Customer under this Transmission Credit Policy.

Any breach of the Corporate Guaranty by the Guarantor or the requirements of the Guarantor under this Transmission Credit Policy shall be deemed a default under the Tariff by the Transmission Customer. A breach of this Transmission Credit Policy and a default under the Tariff shall also occur if the Corporate Guaranty (when applicable) expires or terminates or the Guarantor disaffirms, disclaims, repudiates, rejects or challenges the validity of all or any part of the Corporate Guaranty.

Acceptable Forms of Financial Security:

Applicants and/or Transmission Customers who provide Financial Security under the terms of this Transmission Credit Policy may submit Financial Security in the form of cash deposit or Irrevocable Standby Letter of Credit. All of the above instruments may be submitted separately or in combination to constitute the full amount of any required Financial Security.

Any failure of the Applicant/Transmission Customer to provide and/or maintain the required Financial Security under this Transmission Credit Policy shall be deemed a breach of the Transmission Credit Policy and subject to applicable cure periods prior to becoming a default.

Cash Deposit:

The amount of any cash deposit will be determined by the Transmission Provider in conformity with the Transmission Credit Policy. Transmission Provider may require Applicant/Transmission Customer to provide a cash collateral agreement and/or any other necessary documentation needed for Transmission Provider to perfect their security interest in the collateral.

Irrevocable Standby Letter of Credit:

An Irrevocable Standby Letter of Credit for the value of Financial Security required by the Transmission Provider may be submitted as a form of satisfactory Financial Security. The financial institution issuing the Letter of Credit must have a minimum senior unsecured long-term debt (not supported by third party enhancement) rating of A- by S&P, and A3 by Moody's (if both are available). Additionally, the form of the Letter of Credit must also be satisfactory to Transmission Provider. All costs associated with obtaining the Letter of Credit will be the sole responsibility of the Applicant and/or Transmission Customer. The Letter of Credit must automatically renew each year unless the issuing financial institution provides a notice to the Transmission Provider at

least one hundred twenty (120) days prior to its expiration date stating its decision not to renew the Letter of Credit. If it is not renewed, but still required, other acceptable Financial Security must be provided.

Positive Material Change in Financial Condition:

If there is a positive Material Change in the financial condition of the Applicant/Transmission Customer, a significant reduction in the Total Potential Exposure, or any other change that the Applicant/Transmission Customer believes may warrant an increase in the Applicant/Transmission Customer's Unsecured Credit Limit and/or a reduction in the Financial Security provided by the Applicant/Transmission Customer, they may request a reevaluation of their Unsecured Credit Limit and/or the level of their Financial Security. The Transmission Provider will make reasonable efforts to respond within ten (10) business days of such a written request.

Defaults:

Any violation of any provision of this Transmission Credit Policy as it may be amended from time to time, unless cured within any applicable cure period, shall be a default under this Transmission Credit Policy.

ATTACHMENT R – PSCo

Transmission Planning Process of Public Service Company of Colorado

I. Overview of the PSCo Transmission Planning Process

Public Service Company of Colorado ("PSCo" or the "Company") is a vertically integrated public utility engaged in the business of generating, transmitting and distributing electricity in the state of Colorado in the Western Interconnection. PSCo provides Point-to-Point ("PTP") and Network Integration Transmission Services ("NITS") under the Xcel Energy Operating Companies' Joint Open Access Transmission Tariff ("Joint OATT") and non-OATT transmission services pursuant to certain grandfathered agreements ("GFAs"). The native loads of PSCo are subject to the non-rate terms and conditions of the Joint OATT.

PSCo's transmission planning process is intended to facilitate the development of electric infrastructure that maintains reliability, responds to service requests and meets load growth, and is based on the following objectives:

- Maintain reliable electric service.
- Improve the efficiency of electric system operations, including the provision of open and non-discriminatory access to its transmission facilities.
- Identify and promote new investments in transmission infrastructure in a coordinated, open, transparent and participatory manner.

The transmission planning process conducted by PSCo includes a series of open planning meetings that allows interested parties, including, but not limited to, NITS and PTP customers, sponsors of transmission solutions, generation solutions and solutions utilizing demand response resources, interconnected transmission providers, state and local regulatory bodies and other stakeholders (jointly, "Stakeholders"), input into and participation in all stages of development of the PSCo transmission plan.

In addition to its local transmission planning process, PSCo coordinates its transmission planning with other transmission providers and Stakeholders in the Rocky Mountain region, and the Western Interconnection as a whole, through its active participation in the Colorado Coordinated Planning Group ("CCPG"), membership in WestConnect, membership in the Western Electricity Coordinating Council ("WECC"), and participation in the WECC Transmission Expansion Planning Policy Committee ("TEPPC") and its Technical Advisory Subcommittee ("TAS") and the WECC Planning Coordination Committee ("PCC") and its Technical Studies Subcommittee ("TSS"). PSCo's participation and regional planning through WestConnect and the WECC TEPPC is set forth in Parts III and IV of Attachment R-PSCo. PSCo's participation in interregional planning in the United States portion of the Western Interconnection through WestConnect is set forth in Part VII.

As described in Part III hereof, pursuant to the WestConnect Project Agreement for Subregional Transmission Planning ("WestConnect STP Project Agreement"), the subregional planning

groups within the WestConnect footprint, assisted by the WestConnect planning manager formed the WestConnect Planning Management Committee to comply with the requirements of Order No. 890 and Order No. 1000 and coordinate with other Western Interconnection transmission providers and their regional and subregional planning groups through TEPPC. TEPPC provides for the development and maintenance of an economic transmission study database for the entire Western Interconnection and performs annual congestion studies at the Western Interconnection level.

II. PSCo Local Transmission Planning

Participation in PSCo's local transmission planning process is open to all affected parties, including but not limited to all PTP and NITS transmission and interconnection service customers, sponsors of transmission solutions, generation solutions, and solutions utilizing demand response resources, state and local authorities, and other Stakeholders.

A. Confidential or Proprietary Information

PSCo's transmission planning studies may include base case data that are WECC proprietary data or classified as Critical Energy Infrastructure Information ("CEII") by the Federal Energy Regulatory Commission ("FERC" or "Commission"). A Stakeholder must hold membership in, or execute a non-disclosure agreement with, WECC in order to obtain requested base case data from PSCo. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]). A Stakeholder may obtain PSCo transmission planning information classified as CEII from PSCo upon execution of a non-disclosure agreement with PSCo.

B. Types of Planning Studies

1. Reliability Planning Studies

Reliability planning studies are performed to ensure that all NITS and PTP customer and PSCo retail native load customer requirements for planned loads and resources, including demand response resources, are met for each year of the ten year planning horizon, and that all North American Electric Reliability Corporation ("NERC"), WECC, and local Reliability Standards are met. These reliability planning studies shall be coordinated with WestConnect and other regional transmission planning organizations as appropriate. The Reliability Planning Study Process is described below in Section C.

2. Economic Planning Studies

The purpose of economic planning studies is to identify significant and recurring congestion on the PSCo transmission system and/or address the integration of new resources and/or loads. Such studies may analyze any, or all, of the following: (i) the location and magnitude of the congestion, (ii) possible remedies for the elimination of the congestion, (iii) the associated costs of congestion, (iv) the costs associated with relieving congestion through system enhancements (or other means), and, as appropriate (v) the economic impacts of integrating new resources or/and loads. The

process for requesting and conducting Economic Planning Studies is discussed in Section D below.

3. Public Policy Requirements

For purposes of this Attachment R-PSCo, "Public Policy Requirements" means those requirements enacted by state or federal laws or regulations, including those enacted by local governmental entities, such as a municipality or county. Public Policy Requirements, as applicable, are incorporated into the load forecasts and/or are modeled in the local planning studies. For example, PSCo considers Public Policy Requirements in accordance with the Colorado renewable energy standard and resource adequacy plans that are consistent with the Colorado Electric Resource Plan. Proposed public policy (public policy proposed before a governmental authority but not yet enacted) may be studied if time and resources permit.

C. PSCo Reliability Transmission Planning Study Process

1. Transmission Plan Needs Assessment

PSCo's transmission planning process consists of an assessment of the following needs:

- To provide adequate transmission to access sufficient resources in order to reliably and economically serve retail and wholesale loads.
- Where feasible, to integrate proposed alternatives such as demand response resources that could meet or mitigate the need for transmission additions or upgrades.
- To support PSCo's local transmission and sub-transmission systems.
- To provide for interconnections for new generation resources and load service.
- To coordinate new transmission-to-transmission interconnections with other transmission systems.
- To accommodate requests for long-term transmission access.
- To consider local transmission needs driven by Public Policy Requirements.

2. PSCo's Transmission Planning Cycle

a. Calendar Year Planning Cycle

PSCo conducts its local transmission planning on a calendar year cycle for a ten year planning horizon.

b. Annually Updated Ten Year Transmission Plan

PSCo updates its ten year transmission plan annually. The results are summarized in the WestConnect Annual Ten-Year Transmission Plan, which is posted to the WestConnect website every February. In addition, PSCo also files a listing of significant projects with the Colorado Public Utilities Commission ("CoPUC") at the end of April each year as required by CoPUC Rule 3206. PSCo provides summaries of its transmission plans at Stakeholder meetings in the 1st and 4th quarters of the year.

c. Biennial Transmission Plans (CoPUC Rule 3627)

PSCo files a 10-year Transmission Plan and a 20-year Scenario Analysis in accordance with CoPUC Rule 3627. These plans are posted on the WestConnect website under the CCPG section.

3. Transmission Customer's Responsibility for Providing Data

a. Use of Customer Data

PSCo uses information provided by its transmission customers to, among other things, assess network load and resource projections (including demand response resources), transmission needs, in-service dates and retirements for generation resources on PSCo's system, and to update interregional and regional models used to conduct planning studies.

b. Submission of Data by NITS and PTP Transmission Customers

NITS and PTP Customers are required to submit their projected network load and network resources (including demand response resources) for the upcoming ten year period, pursuant to the Joint OATT. NITS and PTP customers shall also be required to provide the additional data listed in sections d.(iii) and (iv) below, pursuant to the Joint OATT and pursuant to any contractual agreements, by September 1 each year.

c. Submission of Data by Other Transmission Customers

To maximize the effectiveness of the PSCo planning process, it is essential that all other transmission customers provide their ten year needs in the form of relevant data for inclusion in the PSCo transmission planning process. The information must be submitted by September 1 each year in order to be included in the following year's planning process.

d. Transmission Customer Data to be Submitted

To the maximum extent practical and consistent with protection of proprietary or confidential information, data submitted by NITS customers and PTP customers should provide the following information for the ten year planning horizon:

(i) Generators – planned additions or upgrades (including status and expected in-service dates), planned retirements, planned permanent derates, and environmental restrictions.

(ii) Demand response resources – existing and planned demand resources and their impacts on demand and peak demand.

(iii) NITS customers – forecast information for load and resource requirements over the planning horizon and identification of generation resources and demand response reductions.

(iv) PTP customers – projections of need for service over the planning horizon, including transmission capacity, duration, and receipt and delivery points.

e. Notification of Material Changes to Transmission Customer Data

Each transmission customer is responsible for timely submittal of written notice to PSCo of material changes in any of the information previously provided to PSCo related to the transmission customer's load, resources (including demand response resources), or other aspects of its facilities or operations which may, directly or indirectly, affect PSCo's ability to provide service.

4. Stakeholder Participation in the PSCo Study Process

PSCo shall conduct at least two open public planning meetings each year that will allow Stakeholders to participate in a coordinated, nondiscriminatory process for development of the PSCo local transmission plan. The meetings shall be in coordination with the process to develop its ten year transmission plan and coordinated with the WestConnect and CCPG meetings and study processes.

a. First Open Meeting

The first open meeting shall be held in the 1st quarter of the year. During the meeting, PSCo shall:

(i) review its current study plan with Stakeholders;

(ii) provide an opportunity for NITS and PTP transmission customers to update the load, resource (including demand response resources), and other data submitted by September 1 of the prior year;

(iii) provide an opportunity for Stakeholder input on any aspect of PSCo's current study plan, including, but not limited to, methodology, study inputs, Public Policy Requirements, potential Stakeholder-suggested transmission needs driven by Public Policy Requirements, and study results;

(iv) review any Stakeholder proposals previously submitted to PSCo for study plan alternatives, and invite the submittal of additional Stakeholder study plans for review and discussion;

(v) provide a forum for PSCo to better understand the specific electric transmission interests of Stakeholders;

(vi) provide updates on PSCo's planned projects; and

(vii) provide Stakeholders an opportunity to participate in development of the scope of studies for the annual ten year assessments.

After the 1st quarter meeting but not less than thirty (30) days before the 4th quarter meeting, PSCo will post on its OASIS an explanation of those transmission needs driven by Public Policy Requirements that have been identified for evaluation for potential solutions in the local transmission planning process and an explanation of why any suggested transmission needs driven by Public Policy Requirements will not be evaluated.

b. Second Open Meeting

The second open meeting will be held in the 4th quarter of the year. In addition to providing updates on the status of the items discussed in the previous 1st quarter meeting, PSCo shall:

(i) provide Stakeholders with the results of the ten year assessments;

(ii) review and discuss study request(s) received during the previous year by PSCo with Stakeholders; and

(iii) solicit comments for the following calendar year studies.

c. Additional Open Meetings

Additional open meetings shall be held if necessary to accomplish the above objectives. The timing of the scheduled 1st quarter and 4th quarter meetings may change, if needed to coordinate with CCPG and WestConnect meetings.

d. Posting of Meeting Notices

All Stakeholder meeting notices, including date, time, place and draft meeting agenda, shall be posted on the PSCo OASIS and WestConnect websites (See

PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]) and circulated to PSCo's transmission planning distribution list by email at least 30 calendar days prior to a PSCo public planning meeting.

e. Posting of Study Plans and Planning Results

Study plans and planning results shall be posted on the PSCo OASIS and WestConnect website. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

f. Electronic Input and Comments

Stakeholders and interested parties are also encouraged to provide input, comments, advice and questions on PSCo's transmission planning process at any time by sending e-mails to the contact noted on the PSCo OASIS. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

g. PSCo Distribution List

All existing PSCo customers (NITS, PTP, GFA, and generation interconnection) may, upon request, be included on PSCo's distribution list and actively notified via e-mail of all upcoming PSCo public planning meetings. Any other Stakeholder may be included on PSCo's e-mail distribution list by submitting its information to the PSCo Point of Contact identified on the PSCo OASIS. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

h. Posting of Meeting Documents

PSCo shall post all meeting-related notes, documents and draft or final reports on the PSCo OASIS and on the WestConnect websites. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

i. Posting of Public Documents

In order to permit all Stakeholders access to the information posted on the PSCo OASIS and WestConnect websites, only public information shall be shared, and public business conducted, in the PSCo open public planning meetings.

5. Coordination of PSCo Study Cycle with WestConnect Study Cycle

PSCo shall coordinate the timing of its transmission planning study process with the development of the assumptions, database, and power flow cases performed within WestConnect, which is open to participation by all interested Stakeholders.

6. PSCo Point of Contact for Questions on PSCo's Transmission Planning Process

PSCo shall identify a Point of Contact on the PSCo OASIS to respond to Stakeholder questions regarding modeling, criteria, assumptions, and data underlying reliability planning studies. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

7. PSCo Transmission Planning Study Criteria and Guidelines

Stakeholders should refer to the Xcel Energy Interconnection Guidelines for PSCo planning criteria, guidelines and assumptions. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

8. Comparability and Evaluation of Alternative Solutions

PSCo planning procedures recognize that its customers need to address transmission system requirements to meet Reliability Standards, Public Policy Requirements, which include state renewable portfolio standards, state resource adequacy and demand response requirements, and other similar regulatory programs that could include treatment of customer demand response resources. PSCo shall consider verified demand response, if available, when evaluating transmission project alternatives in the local study planning process. PSCo shall consider alternative solutions to address these needs from sponsors of transmission, generation and demand resources. In particular, alternative solutions shall be evaluated against each other based on a comparison of their effectiveness of performance and relative economics. In evaluating alternatives, including demand responses and transmission alternatives, PSCo shall evaluate alternatives on the basis of: (1) ability to mitigate any criteria or NERC Reliability Standard issues; (2) ability to mitigate those issues over the time frames of the study; (3) comparison of the capital costs of the demand response, as compared to other transmission alternatives; (4) the technical, financial and operational feasibility of any proposed alternatives; and (5) comparison of any operational benefits or issues between demand responses or transmission alternatives. From this comparison, the most appropriate project alternative can be selected.

D. PSCo Economic Study Process

PSCo shall facilitate priority local[1] Economic Planning Studies for the PSCo transmission system, pursuant to the procedures in this Attachment R-PSCo. Regional Economic Planning Studies shall be performed by WestConnect and/or TEPPC, pursuant to Part III of this Attachment R-PSCo. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

Note 1: PSCo shall determine which studies are “local”; Stakeholders shall then choose which local studies are high priority studies.

1. Requesting Economic Planning Studies

Any PSCo transmission customer or other Stakeholder, including sponsors of transmission solutions, generation solutions and solutions utilizing demand response

resources ("Requester"), may submit a study request for an economic planning study directly to PSCo, WestConnect, or TEPPC. Requests submitted to WestConnect or TEPPC will be processed pursuant to Part III.

For requests submitted to PSCo, the Requester must submit its study request(s) no later than September 1 each year for the study request(s) to be reviewed by PSCo and discussed with Stakeholders at the 4th quarter open meeting of that year. All such economic planning study requests must be submitted electronically to the PSCo Transmission Reliability and Assessment Contact. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]). Study requests that are developed by PSCo by September 1 of any year also shall be discussed with Stakeholders at the 4th quarter open meeting of that year. PSCo shall coordinate the timing of its economic planning study cycle with the WestConnect and TEPPC processes.

2. Process for Handling Economic Transmission Planning Study Requests Received by PSCo

a. Review of Economic Transmission Study Requests

All economic planning study requests received by September 1 shall be reviewed by PSCo prior to the 4th quarter open planning meeting. PSCo shall seek Stakeholder input on those requests at the 4th quarter open planning meeting. At the meeting, PSCo shall state which requests it has determined are local. Stakeholders shall then choose whether the local study requests should be considered a local priority request and facilitated by PSCo.

If PSCo has determined that the study request is regional or interregional, PSCo shall transfer the request to WestConnect as discussed in Part III herein or TEPPC for consideration as a priority request at TEPPC's Stakeholder meeting. The criteria TEPPC utilizes to prioritize requests for regional economic studies are posted on the TEPPC page of the WECC website. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

b. Criteria Used to Determine Whether an Economic Planning Study Request is a Local Economic Planning Study Request

Based in part on the number and type of economic planning study requests received, PSCo shall consider the following criteria to determine if the study request is for a local economic planning study or a regional economic planning study:

(i) Whether the study request affects the interconnected transmission system or only PSCo's transmission system.

(ii) Whether the potential remedies are confined to and only resolvable within PSCo's local transmission system.

c. Criteria Used to Determine Whether a Local Economic Planning Study Request is a Priority Request

PSCo and Stakeholders shall consider the following criteria to determine whether a local economic planning study request is a priority request:

(i) Which portion(s) of the PSCo local transmission system shall be under consideration in the study.

(ii) Whether the request raises fundamental design issues of interest to multiple parties.

(iii) Whether the request raises policy issues of national, regional, or state interest, e.g., with respect to access to renewable power, and location of both conventional and renewable resources.

(iv) Whether the objectives of the study can be met by other existing or planned studies.

(v) Whether the study shall provide information of broad value to customers, regulators, transmission providers and other interested Stakeholders.

(vi) Whether similar requests for studies or scenarios can be represented generically if the projects are generally electrically equivalent.

(vii) Whether requests can be aggregated into energy or load aggregation zones with generic transmission expansion between them.

(viii) Whether the study request requires the use of production cost simulation or whether it can be better addressed through technical studies, i.e., power flow and stability analysis.

d. Priority Local Economic Planning Study Requests

If PSCo and Stakeholders determine that a local economic planning study request is a priority local request, PSCo shall facilitate the study and coordinate assumptions and results with its transmission customers, Stakeholders and interconnected transmission providers. PSCo shall have no obligation to facilitate more than three priority local economic planning studies per calendar year. PSCo reserves the right to reasonably limit the scope of the priority local economic planning studies, based on the cohesiveness of the study request as a single study, likely public merit addressing congestion and/or integration of new resources and loads on an aggregated basis, and study cost. If PSCo receives more than three requests for local economic planning studies that are determined to be priority local requests, Stakeholders and PSCo shall prioritize the requests

to determine which three PSCo shall facilitate. PSCo may facilitate one or more additional studies (beyond three) at its sole discretion. If PSCo elects not to perform such additional studies, PSCo may assist the Requester in having a third party perform the local economic planning study at the Requester's expense. The Requester must use the TEPPC economic study data base, and PSCo shall assist the Requester (or such third party) in ensuring that the study is coordinated as necessary through local, regional, or interregional planning groups.

e. TEPPC Master List

If an economic planning study request is not a local study request, PSCo shall forward the request to WestConnect or TEPPC for inclusion in the TEPPC Master List of economic planning studies for the Western Interconnection and for consideration by TEPPC as a priority request. The TEPPC Master List is publicly available. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

3. Process for Handling Economic Study Requests Received by TEPPC

TEPPC reviews economic planning study requests received from either transmission providers or from Requesters directly. TEPPC reviews such study requests during its open Stakeholder meeting and, together with its Stakeholders, prioritizes requests for economic planning studies. PSCo shall participate in the TEPPC prioritization process and provide input as to whether a study request should be included in the TEPPC study plan. The Requester is also encouraged to participate and provide input in the TEPPC prioritization process. More detail regarding the TEPPC economic planning study process is available in the TEPPC Transmission Planning Protocol. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

4. Low Priority Economic Study Requests

If either PSCo or TEPPC determines, after review through an open Stakeholder process, that a requested economic planning study is not a priority study, the Requester may request PSCo's assistance in having a third party perform the economic planning analysis at the Requester's expense. PSCo shall have no obligation to fund any low priority economic planning study. The Requester (or such third party) must use the TEPPC economic study database and PSCo shall assist the Requester in ensuring that the study is coordinated as necessary through local or regional planning groups.

5. Clustering Priority Local Economic Planning Studies

Priority local economic planning studies may be studied in clusters. PSCo may decide to study any number of economic planning studies together, either on its own initiative, upon the request of a Requester, or to comply with state regulatory requirements. PSCo shall combine such studies as it deems appropriate. PSCo shall use the following processes to determine whether to cluster priority local economic planning studies:

a. PSCo-Proposed Clusters

In the event that PSCo proposes to cluster certain priority local economic planning studies on any reasonable grounds, including, without limitation, upon its determination that the proposed cluster studies are sufficiently similar, from an electrical perspective, to be feasibly and meaningfully studied as a group, it shall provide notice to each Requester whose study it proposes to include in the cluster study. Each Requester shall be provided the opportunity to opt out of the cluster within ten (10) calendar days of written notice from PSCo.

b. Requester-Proposed Clusters

If a Requester wishes to propose a local economic planning cluster study, prior to submitting the local economic planning study cluster request to PSCo, the Requester must contact all of the other Requesters whose requests it proposes to cluster and obtain their written consent that they are willing to have their request clustered with other identified requests. All such written consent(s) must be provided to PSCo before PSCo shall commence a local economic planning cluster study. PSCo shall reasonably determine whether the local economic planning study requests that the Requester proposes to cluster and for which the other affected Requesters have provided consent, are sufficiently similar, from an electrical perspective, to be feasibly and meaningfully studied together. PSCo reserves the right to reject a Requester-proposed cluster on any reasonable grounds, including, without limitation, upon PSCo's determination that the proposed cluster cannot be feasibly studied as a group, is not likely to provide a result significantly different than separate studies, or if the proposed clustering impairs administration or timely processing of the local economic planning study process. PSCo shall make the determination whether to reject a proposed cluster, and provide notice of any decision to reject, within twenty (20) calendar days of receipt of all of the written consents of the Requesters that propose to be clustered.

6. Cost Responsibility for Economic Planning Studies

a. Priority Local Economic Planning Studies

PSCo shall facilitate, at PSCo's cost, up to three priority local economic planning studies per calendar year. Each of the clustered priority local economic planning studies shall be deemed to be a single study. PSCo shall have no obligation to facilitate more than three priority local economic planning studies per calendar year. For local economic planning studies not selected, PSCo may assist the Requester in having a third party perform the economic planning study at the Requester's expense.

b. Priority Regional Economic Planning Studies

Priority regional economic planning studies will be performed by WestConnect as discussed in Part III.

c. Priority Interregional Economic Planning Studies

Priority interregional economic planning studies will be performed by TEPPC and funded by WECC.

d. Other Economic Study Requests

To the extent Requesters of local economic planning studies not selected to be performed at PSCo's cost pursuant to this section wish to have those studies performed, such local economic planning study requests shall be performed at the Requester's expense. PSCo may assist the Requester in finding a third party to perform the studies.

7. Exchange of Data Unique to Economic Planning Studies

a. Data Used for Economic Planning Studies

PSCo obtains all data used for its economic planning studies from the TEPPC data base.

b. Request for Base Case Data

Any Requester's request for detailed base case data must be submitted to WECC in accordance with the WECC procedures.

c. Posting of Requests for Economic Planning Studies

All requests made to PSCo for economic planning studies and responses to such requests shall be posted on the PSCo OASIS and the WestConnect website (see PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]), subject to confidentiality requirements.

8. PSCo Point of Contact for Study Requests

PSCo shall identify a Point of Contact on its OASIS to respond to Stakeholder questions regarding modeling, criteria, assumptions, and data underlying economic planning studies. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]).

E. PSCo Public Policy Requirements Study Process

1. Procedures for Identifying Transmission Needs Driven by Public Policy Requirements

Stakeholders may participate in identifying local transmission needs driven by Public Policy Requirements by contacting PSCo's point of contact noted on the PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/].

In addition, Stakeholders have the opportunity to offer input or make proposals at PSCo's open meetings held pursuant to this Attachment R-PSCo.

The process by which PSCo is to identify those local transmission needs driven by Public Policy Requirements for which a local transmission solution(s) will be evaluated, out of what may be a larger set of local transmission needs, is to utilize the two communication channels it has in place with Stakeholders, identified above, through which local transmission needs driven by Public Policy Requirements are to be part of the open dialogue: (a) direct electronic communication to the PSCo dedicated point of contact, through which a stakeholder desiring to communicate directly with PSCo transmission planners may offer its views on which local transmission needs are ripe for evaluation for solutions, and (b) through participation in PSCo's open meetings held pursuant to this Attachment R-PSCo.

In selecting those local transmission needs driven by Public Policy Requirements that will be evaluated for solutions in the current planning cycle, PSCo is to consider, on a non-discriminatory basis, factors, including but not limited to, the following:

(i) Whether the Public Policy Requirement is driving a local transmission need that can be reasonably identified in the current planning cycle;
(ii) The feasibility of addressing the local transmission need driven by the Public Policy Requirement in the current planning cycle;
(iii) The factual basis supporting the local transmission need driven by the Public Policy Requirement; and
(iv) Whether a Public Policy Requirement has been identified for which a local transmission need has not yet materialized, or for which there may exist a local transmission need but the development of a solution to that need is premature. One example is a renewables portfolio increase that is enacted for implementation in a future year, and for which the process by which the renewable resource is to be identified, selected, and sited under the governing state-regulated resource adequacy process has not yet begun (making it premature to identify the location and scope of the local transmission need and/or the appropriate solution for the need).

No single factor shall necessarily be determinative in selecting among the potential transmission needs driven by Public Policy Requirements.

PSCo is not required to identify any particular set of local transmission needs driven by Public Policy Requirements, but if PSCo chooses not to identify any stakeholder-suggested local transmission need driven by a Public Policy Requirement as a transmission need for which solutions will be evaluated in the local transmission planning process, PSCo will post on its OASIS an explanation of why the suggested transmission need will not be evaluated. PSCo's OASIS posting will include both an explanation of those local transmission needs driven by Public Policy Requirements that have been identified for evaluation for potential solutions in the local transmission planning process, and an explanation why other stakeholder-suggested transmission needs driven by Public Policy Requirements were not identified for further evaluation. After considering the input of stakeholders, PSCo is to determine whether to move

forward with the identification of a local solution to a particular local need driven by Public Policy Requirements.

2. Procedures for Evaluating Solutions to Identified Transmission Needs

Stakeholders may use the two communication avenues identified above (direct electronic communication via PSCo's point of contact and/or participation in PSCo's open meetings) to participate in the evaluation of solutions to identified local transmission needs driven by Public Policy Requirements that are selected by PSCo for further evaluation. Stakeholders may provide comments on proposed solutions or may submit other proposed solutions to such local transmission needs.

After seeking the input of Stakeholders, PSCo is to determine whether to select a particular local solution in its local transmission plan. PSCo will post its local transmission plan, which will include any such solutions selected.

The procedures for evaluating potential solutions to the identified local transmission needs driven by Public Policy Requirements are the same as those procedures used to evaluate any other project proposed in the local planning process.

3. Posting of Public Policy Needs

PSCo will maintain on its OASIS (i) a list of all local transmission needs identified that are driven by Public Policy Requirements and that are included in the studies for the current local planning cycle; and (ii) an explanation of why other suggested transmission needs driven by Public Policy Requirements will not be evaluated.

III. Regional Transmission Planning Process

In accordance with the Commission's regulations, this Attachment to the PSCo OATT implements the requirements for regional planning in accordance with Order No. 1000 and Order No. 890. PSCo engages in regional Planning and Coordination within the WestConnect regional process ("Regional Planning Process"), which also includes PSCo's participation in interregional planning in the United States portion of the Western Interconnection through its participation in WestConnect.

The purpose of the Regional Planning Process is to produce a regional transmission plan (the "Regional Plan") and provide a process for evaluating projects submitted for cost allocation in accordance with the provisions of this Attachment R-PSCo and those business practices adopted by WestConnect in the WestConnect Regional Planning Process Business Practice Manual, as may be amended from time to time, available on the WestConnect website ("Business Practice Manual").

A. Overview

The WestConnect Planning Region is defined by the Transmission Owners and Transmission Provider members (referred to generally as "Transmission Owners") participating in the Regional Planning Process and for whom WestConnect is conducting regional planning. The

service areas of the Transmission Owners consist of all or portions of nine states: Arizona, California, Colorado, Nebraska, New Mexico, Nevada, South Dakota, Texas and Wyoming. Non-public utilities are invited to participate in the Regional Planning Process.

Following the effective date of PSCo's September 20, 2013 Order No. 1000 compliance filing ("Effective Date"), the WestConnect Order No. 1000 regional transmission planning management committee (the "Planning Management Committee" or "PMC") will commence the Regional Planning Process. This committee will be responsible for administering the Regional Planning Process. In order to align its regional process with the western interregional coordination process, it is WestConnect's intent to begin its biennial process in even-numbered years. Should FERC acceptance of WestConnect's compliance filing result in an effective date in an odd-numbered year, WestConnect will conduct an abbreviated planning process in its first year and begin its biennial process the next year. To effectuate such an abbreviated process, the PMC will develop a study scope for the first year, including project submission deadlines, and post it to the WestConnect website within the first thirty (30) days of the year.

In conjunction with creating the new PMC, the WestConnect members, in consultation with interested Stakeholders, will establish a separate project agreement (the "Planning Participation Agreement") to permit interested Stakeholders to participate in the Regional Planning Process. Although the Regional Planning Process is open to the public, Stakeholders interested in having a voting right in decisions related to the Regional Planning Process will be required to execute the Planning Participation Agreement and any necessary confidentiality agreements.[2] The PMC will implement the Stakeholder-developed Regional Planning Process, which will result in a Regional Plan for the ten-year transmission planning horizon.[3]

PSCo is a party to the WestConnect Project Agreement for Subregional Transmission Planning ("WestConnect STP Project Agreement") (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/[PSCo]/]). The committees formed under the WestConnect STP Project Agreement and the WestConnect Steering Committee have no authority over the PMC and the PMC's decision making in implementing the Regional Planning Process.

Note 2: If the Planning Participation Agreement is terminated, the requirement of becoming a signatory to the Planning Participation Agreement also terminates. In that situation, it would no longer be necessary for an entity to execute the Planning Participation Agreement before engaging in the WestConnect regional planning process, because the PMC will cease performing its functions under this Attachment K upon termination of the Planning Participation Agreement.

Note 3: Because the rights and responsibilities of the PMC terminate when the Planning Participation Agreement terminates, PSCo, as a Transmission Provider subject to Order No. 1000 compliance, will have to satisfy its regulatory compliance through other means. At that time, PSCo will make an appropriate filing with the Commission to demonstrate its continued compliance with Order No. 1000.

1. WestConnect Planning Participation Agreement

Each WestConnect member will be a signatory to the Planning Participation Agreement, which formalizes the members' relationships and establishes obligations, including Transmission Owner coordination of regional transmission planning among the WestConnect participants and the local transmission planning processes, and producing a Regional Plan.

2. Members

WestConnect has two types of members: (i) Transmission Owners that enroll in the WestConnect Planning Region in order to comply with Order No. 1000 planning and cost allocation requirements, as well as Transmission Owners that elect to participate in the WestConnect Regional Planning Process without enrolling for Order No. 1000 cost allocation purposes, and (ii) Stakeholders who wish to have voting input into the methodologies, studies, and decisions made in the execution of those requirements.

a. Joining the WestConnect Planning Region

A Transmission Owner that wishes to enroll or participate in the WestConnect Planning Region may do so by executing the Planning Participation Agreement and paying its share of costs as provided for in the Planning Participation Agreement.

A Stakeholder that wishes to have voting input may join the WestConnect Planning Region by executing the Planning Participation Agreement, paying annual dues, and complying with applicable provisions as outlined in such agreement. For further information regarding membership dues, please see WestConnect's Planning Participation Agreement, located on the WestConnect website[4] and on file with FERC.

Note 4: The Planning Participation Agreement is located at http://www.westconnect.com/planning_agreement.php

b. Exiting the WestConnect Planning Region

Should a Transmission Owner member wish to exit the WestConnect Planning Region, it must submit notice in accordance with the Planning Participation Agreement and pay its share of any WestConnect expenditures approved prior to providing its formal notice of withdrawal from the WestConnect Planning Region.

Should a Stakeholder wish to exit the WestConnect Planning Region, it may do so by providing notice in accordance with the Planning Participation Agreement. Withdrawing Stakeholders will forfeit any monies or dues paid to the PMC and agree to remit to the PMC any outstanding monies owed to WestConnect prior to their withdrawal being considered official.

c. List of Enrolled Entities

Transmission owners enrolled in the WestConnect Planning Region for purposes of Order No. 1000:

- Arizona Public Service Company
- Black Hills Colorado Electric Utility Company, LP
- Black Hills Power, Inc.
- Cheyenne Light, Fuel, & Power Company
- El Paso Electric Company
- NV Energy, Inc. Operating Companies

- Public Service Company of Colorado
- Public Service Company of New Mexico
- Tucson Electric Power Company
- UNS Electric, Inc.

3. WestConnect Objectives and Procedures for Regional Transmission Planning

The Regional Planning Process will produce a Regional Plan that complies with existing Order No. 890 principles:

a. Coordination
b. Openness
c. Transparency
d. Information exchange
e. Comparability
f. Dispute resolution

PSCo, along with the other Planning Participation Agreement participants, shall work through the Regional Planning Process to integrate its transmission plan with the other WestConnect participant transmission plans into a single ten year Regional Plan for the WestConnect footprint by:

a. Actively coordinating development of the Regional Plan, including incorporating information, as appropriate, from all Stakeholders;

b. Coordinating, developing and updating common base cases to be used for all study efforts within the Regional Planning Process and ensuring that each plan adheres to the methodology and format developed for the Regional Plan;

c. Providing funding for the Regional Planning Process and all planning management functions pursuant to the Planning Participation Agreement;

d. Maintaining a regional planning section on the WestConnect website,[5] where all WestConnect planning information, including meeting notices, meeting minutes, reports, presentations, and other pertinent information is posted;

Note 5: The WestConnect website is located at http://www.westconnect.com.

e. Posting detailed notices of all regional and local planning meeting agendas on the WestConnect website; and

f. Establishing a cost allocation process for regional transmission projects selected in the Regional Planning Process for cost allocation.

B. Roles in the Regional Planning Process

1. PMC Role

The PMC is responsible for bringing transmission planning information together and sharing updates on active projects. The PMC provides an open forum where any Stakeholder interested in the planning of the regional transmission system in the WestConnect footprint can participate and obtain information regarding base cases, plans, and projects and provide input or express its needs as they relate to the transmission system. On a biennial basis and in coordination with its members, Transmission Owners, and other interested Stakeholders, the PMC will develop the Regional Plan. The PMC, after considering the data and comments supplied by customers and other Stakeholders, is to develop a regional transmission plan that treats similarly-situated customers (e.g., network, retail network, and native load) comparably in transmission system planning.

The PMC is charged with development and approval of the Regional Plan. The PMC will be comprised of representatives from each Stakeholder sector. The PMC will be empowered to create and dissolve subcommittees as necessary to facilitate fulfillment of its responsibilities in developing the Regional Plan.

2. Stakeholder Participation and Assistance

Stakeholders may participate in the Regional Planning Process by any one or more of the following ways: (a) joining one of five WestConnect regional transmission planning membership sectors described below; (b) by attending publicly-posted WestConnect regional transmission planning Stakeholder meetings; and/or (c) by submitting project proposals for consideration and evaluation in the Regional Planning Process.

Attendance at meetings is open to all interested Stakeholders. These meetings will include discussion of models, study criteria and assumptions, and progress updates. Formal participation, including voting as allowed by the process, can be achieved through payment of applicable fees and annual dues in accordance with the Planning Participation Agreement. Transmission Owners with a Load Serving Obligation will not be responsible for annual dues because Transmission Owners with a Load Serving Obligation will be the default source of monies to support WestConnect activities beyond dues paid by other organizations.

WestConnect Planning Region members will assist Stakeholders interested in becoming involved in the Regional Planning Process by directing them to appropriate contact persons and websites. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]). All Stakeholders are encouraged to bring their plans for future generators, loads or transmission services to the WestConnect planning meetings. Each transmission planning cycle will contain a period during which project ideas are accepted for potential inclusion in that cycle's Regional Plan.

3. Forum for Evaluation

The WestConnect Regional Planning Process also provides a forum for transmission project sponsors to introduce their specific projects to interested Stakeholders and potential partners and allows for joint study of these projects by interested parties, coordination with other projects, and project participation, including ownership from other interested parties. This may include evaluation of transmission alternatives or non-transmission alternatives in coordination with the Regional Planning Process.

4. Stakeholder Meetings

WestConnect will hold open Stakeholder meetings on at least a semi-annual basis, or as needed and noticed by the PMC with 30 days advance notice to update Stakeholders about its progress in developing the Regional Plan and to solicit input regarding material matters of process related to the Regional Plan. Notice for such meetings will be posted on the WestConnect website and via email to the Regional Planning Process email distribution list.

The meeting agendas for all WestConnect planning meetings will be sufficiently detailed, posted on the WestConnect website, and circulated in advance of the meetings in order to allow Stakeholders the ability to choose their meeting attendance most efficiently.

5. WestConnect Planning Process Governance

a. Membership Sectors

The Regional Planning Process will be governed by the PMC, which will be tasked with executing the Regional Planning Process and will have authority for approving the Regional Plan. For those entities desiring to be a part of the management of the Regional Planning Process, one of five PMC membership sectors is available:

- Transmission Owners with Load Serving Obligation
- Transmission Customers
- Independent Transmission Developers and Owners
- State Regulatory Commissions
- Key Interest Groups

Only Transmission Owners that have load serving obligations individually or through their members may join the Transmission Owners with Load Serving Obligations membership sector. The Transmission Owners with Load Serving Obligations sector will be comprised of (a) those Transmission Owners that enroll in the WestConnect Planning Region for purposes of Order No. 1000; and (b) those Transmission Owners that elect to participate in the WestConnect Regional Planning Process as Coordinating Transmission Owners.

Except for Public Utilities that are required to comply with Order No. 1000, any entity may join any membership sector for which it qualifies, but may only participate in one membership sector at a time. If a non-public utility is qualified to join the Transmission Owners with Load Serving Obligations sector as well as one or more other sectors, and the non-public utility elects to join a sector other than the Transmission Owners with

Load Serving Obligations sector, the PMC will not perform the function of regional transmission planning for that entity. Additionally, if a member of the Transmission Owner with Load Serving Obligations sector owns transmission facilities located in another planning region, the PMC will not perform the function of regional planning for such facilities located in another planning region.

b. Planning Management Committee

The PMC will be empowered to create and dissolve subcommittees as necessary to ensure timely fulfillment of its responsibilities; to assess fees for membership status on the PMC; and to assess fees for projects submitted for evaluation as part of the Regional Planning Process. The PMC is to manage the Regional Planning Process, including approval of the Regional Plan that includes application of regional cost allocation methodologies.

The PMC is to coordinate and have the decision making authority over whether to accept recommendations from the Planning Subcommittee ("PS") and Cost Allocation Subcommittee ("CAS"). The PMC, among other things, is to develop and approve the Regional Plan based on recommendations from the PS and CAS; and develop and approve a scope of work, work plan, and periodic reporting for WestConnect planning functions, including holding a minimum of two Stakeholder informational meetings per year. The PMC is to appoint the chair of the PS and CAS. The chair for each subcommittee must be a representative of the Transmission Owners with Load Serving Obligations member sector.

The PS responsibilities include, but are not limited to, reviewing and making recommendations to the PMC for development of study plans, establishing base cases, evaluating potential solutions to regional transmission needs, producing and recommending the Regional Plan for PMC approval, and coordinating with the CAS. The PS is to provide public notice of committee meetings and provide opportunities for Stakeholders to provide comments on the process and proposed plan.

The CAS responsibilities include, but are not limited to, performing and/or overseeing the performance of the cost allocation methodology. The CAS also is to review and make recommendations to the PMC for modifying definitions of benefits and cost allocation methodology as necessary to meet WestConnect planning principles on identification of beneficiaries and cost allocation. The CAS is to review and recommend projects to the PMC for purposes of cost allocation identified in the Regional Planning Process. The CAS is to provide public notice of committee meetings and provide opportunities for Stakeholders to provide comments on the process and proposed cost allocation.

All actions of the PMC (including approval of the Regional Plan) will be made possible by satisfying either of the following requirements:

- 75% of the members voting of at least three (3) sectors approving a motion, where one of the three sectors approving is the Transmission Owners with Load Serving Obligation sector; or
- 75% of the members voting of the four member sectors other than the Transmission Owners with Load Serving Obligation sector approving a

motion and two-thirds (2/3) of the members voting of the Transmission Owners with Load Serving Obligation sector approving a motion.

Each entity within a membership sector is entitled to one vote on items presented for decision.

Any closed executive sessions of the PMC will be to address matters outside of the development of the Regional Planning Process, including matters involving contracts, personnel, financial matters, or legal matters such as, but not limited to, litigation (whether active or threatened).

C. Submission of Data by Customers, Transmission Developers, and Transmission Owners

When stakeholder feedback on modeling assumptions is requested, the data submittal period for such feedback will be established by the PMC. In all cases, requests for submittal of data from WestConnect members and Stakeholders will be followed by a data submittal window lasting no less than thirty (30) days from the date of such requests. In addition, consistent with the Regional Planning Process, any interested Stakeholder may submit project ideas for consideration in the Regional Plan without a need for that Stakeholder to qualify for a project submittal for purposes of cost allocation. Specific project submittals are treated differently than generalized project ideas. For any project submittal seeking study by the PMC in the Regional Planning Process to address a regional need identified by the PMC (without regard to whether the project seeks cost allocation), a project submittal deposit will be collected and made subject to later true-up based upon the actual cost of the study(ies) performed. Project submittals are to be accepted through the fifth (5th) quarter of the planning cycle (or first (1st) quarter of the second (2nd) year), and are addressed in Section III.C.5 of this Attachment R-PSCo. A timeline detailing the timing and notice for submission of information and input can be found in Exhibit 1 of this Attachment R-PSCo.

1. Transmission Customers

Transmission customers shall generally submit their load forecast and other relevant data through the WestConnect member's (e.g., PSCo's) local transmission planning process. However, from time to time, there may be a need for transmission customers participating in the Regional Planning Process to submit data directly to WestConnect. This data may include, but is not limited to load forecasts, generation resource plans, demand side management resources, proposed transmission upgrade recommendations, and feedback regarding certain assumptions in the planning process.

No less than thirty (30) days' notice will be given for customers to submit any required data and data submissions will generally be able to be made via email or by posting information to a designated website.

2. Independent Transmission Developers and Owners

Transmission Developers are entities with project ideas they wish to submit into the Regional Planning Process. These may include project submittals that the developer

wishes to be considered to address an identified regional need (whether or not the project is eligible for regional cost allocation).

Each regional transmission planning cycle will include a submission period for project ideas as described in Section III.C.5 below. Notice of the submission period will be posted on the WestConnect website and will also be made via email to WestConnect Stakeholders. The submission period will last for no less than thirty (30) days and during this time, any entity that wishes to submit a transmission project for consideration in the Regional Planning Process to address an identified regional need may do so.

Projects proposed by Independent Transmission Developers and Owners are subject to the same Reliability Standards as projects submitted by Transmission Owners with Load Serving Obligations. The project developer shall register with NERC and WECC in accordance with the applicable registration rules in the NERC Rules of Procedure. In addition, project developers shall observe and comply with regional requirements as established by the applicable regional reliability organizations, and all local, state, regional, and federal requirements.

3. Merchant Transmission Developers

Merchant Transmission Developers are entities pursuing completion of projects that do not wish to have their projects considered for regional cost allocation. Nonetheless, coordination between merchant projects and the Regional Planning Process is necessary to effect a coordinated Regional Plan that considers all system needs.

Each regional transmission planning cycle will include a submission period for project submittals to address an identified regional need, as described in Section III.C.5 below. Notice of the submission period will be posted on the WestConnect website and will also be made via email to WestConnect Stakeholders. In addition, it is necessary for merchant transmission developers to provide adequate information and data to allow the PMC to assess the potential reliability and operational impacts of the merchant transmission developer's proposed transmission facilities on other systems in the region. The submission period will last for no less than thirty (30) days and during this time sponsors of merchant transmission projects that are believed to impact the WestConnect transmission system will be asked to provide certain project information.

Projects proposed by Merchant Transmission Developers are subject to the same Reliability Standards as projects submitted by Transmission Owners with Load Serving Obligations. The project developer is responsible for properly registering with NERC and WECC in accordance with the applicable registration rules in the NERC Rules of Procedure. In addition, project developers shall observe and comply with regional requirements as established by the applicable regional reliability organization and all local, state, regional, and federal requirements.

4. Transmission Owners with Load Serving Obligation

Transmission Owners that are members of the WestConnect Planning Region are responsible for providing all necessary system information to the Regional Planning Process.

At the beginning of each regional transmission planning cycle, Transmission Owners that are participating in the Regional Planning Process shall be responsible for verifying the accuracy of any data (including, but not limited to system topology and project proposal information) they have previously submitted. Transmission Owners shall also be required to submit all relevant data for any new projects being proposed for inclusion in the Regional Plan to address an identified regional need in accordance with Section III.C.5 below. Transmission Owners shall also be responsible for submitting any project plans developed through their local transmission planning processes for inclusion in the Regional Plan models.

5. Transmission Project Submittals

All submittals of transmission projects to address an identified regional need, without regard to whether or not the project seeks regional cost allocation, are to contain the information set forth below, together with the identified deposit for study costs, and be submitted timely within the posted submittal period in order for the project submittal to be eligible for evaluation in the Regional Planning Process. A single project submittal may not seek multiple study requests. To the extent a project proponent seeks to have its project studied under a variety of alternative project assumptions, the individual alternatives must be submitted as individual project submittals. To be eligible to propose a project for selection in the Regional Plan, a project proponent must also be an active member in good standing within one of the five PMC membership sectors described above in Section III.B.5.a:

- Submitting entity contact information
- Explanation of how the project is a more efficient or cost-effective solution to regional transmission needs*
- A detailed project description including, but not limited to, the following:
    - Scope
    - Points of interconnection to existing (or planned) system
    - Operating Voltage and Alternating Current or Direct Current status
    - Circuit Configuration (Single, Double, Double-Circuit capable, etc.)
    - Impedance Information
    - Approximate circuit mileage
- Description of any special facilities (series capacitors, phase shifting transformers, etc.) required for the project
- Diagram showing geographical location and preferred route; general description of permitting challenges
- Estimated Project Cost and description of basis for that cost*
- Any independent study work of or relevant to the project
- Any WECC study work of or relevant to the project
- Status within the WECC path rating process
- The project in-service date

- Change files to add the project to a standard system power flow model
- Description of plan for post-construction maintenance and operation of the proposed line
- A $25,000 deposit to support the cost of relevant study work, subject to true-up (up or down) based upon the actual cost of the study(ies)*. The true-up will include interest on the difference between the deposit and the actual cost, with such interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations. A description of the costs to which the deposit was applied, how the costs were calculated, and an accounting of the costs will be provided to each project sponsor within 30 calendar days of the completion of the study. Dispute resolution is addressed pursuant to Section V.
- Comparison Risk Score from WECC Environmental Data Task Force, if available
- Impacts to other regions. The applicant must provide transmission system impacts studies showing system reliability impacts to neighboring transmission systems or another transmission planning region. The information should identify all costs associated with any required upgrades to mitigate adverse impacts on other transmission systems.*

  If impact studies and costs are not available at the time of submittal, the project proponent may request that impact studies be performed, at the project proponent's expense, as part of the analysis to determine whether the project is the more efficient or cost-effective solution. Requests for transmission system impact studies are approved through the PMC depending on whether the project proponent provides funding for the analysis. The PMC will provide, subject to appropriate confidentiality and CEII restrictions, the information in the possession of the PMC that an applicant needs to perform the transmission system impact study and to identify the costs associated with any upgrades required to mitigate adverse impacts.

*Merchant transmission developers are exempt from these requirements.

There is to be an open submission period for project proposals to address identified regional needs. Notice of the submission period will be posted on the WestConnect website and will also be made via email to WestConnect Stakeholders. The submission period will last for no less than thirty (30) days and will end by the fifth (5th) quarter of the WestConnect planning cycle (or first (1st) quarter of the second (2nd) year of the planning cycle). Proposals submitted outside that window will not be considered. The PMC will have the authority to determine the completeness of a project submittal. Project submittals deemed incomplete will be granted a reasonable opportunity to cure any deficiencies identified in writing by the PMC.

Any Stakeholder wishing to present a project submittal to address an identified regional need shall be required to submit the data listed above for the project to be considered in the Regional Planning Process. Should the submitting Stakeholder believe certain information is not necessary, it shall identify the information it believes is not necessary and shall provide a justification for its conclusion that the information is not necessary. The PMC retains the sole authority for determining completeness of the information submittal. After the completion of the project submittal period, the PMC will post a

document on the WestConnect website detailing why any projects were rejected as incomplete. Upon posting of the document, any project submittal rejected as incomplete will be given a reasonable opportunity to cure the reason(s) it was rejected to the satisfaction of the PMC in its sole discretion.

6. Submission of Non-Transmission Alternative Projects

Any Stakeholder may submit projects proposing non-transmission alternatives to address an identified regional need for evaluation under the Regional Planning Process. The submission period will last for no less than thirty (30) days. The submission window will end by the fifth (5th) quarter of the WestConnect planning cycle (or first (1st) quarter of the second (2nd) year of the planning cycle). The following criteria must be satisfied in order for a non-transmission alternative project submittal to be evaluated under the Regional Planning Process:

- Basic description of the project (fuel, size, location, point of contact)
- Operational benefits
- Load offset, if applicable
- Description of the issue sought to be resolved by the generating facility or non-transmission alternative, including reference to any results of prior technical studies
- Network model of the project flow study
- Short-circuit data
- Protection data
- Other technical data that might be needed for resources
- Project construction and operating costs
- Additional miscellaneous data (e.g., change files if available)

As with entities submitting a transmission project under Section III.C.5, those who submit under Section III.C.6 a non-transmission alternative under the Regional Planning Process must adhere to and provide the same or equivalent information (and deposit for study costs) as transmission alternatives, as described in Section III.C.5, above. Should the submitting Stakeholder believe certain information is not necessary, it shall identify the information it believes is not necessary and shall provide a justification for its conclusion that the information is not necessary. Although non-transmission alternative projects will be considered in the Regional Planning Process, they are not eligible for regional cost allocation.

7. The WestConnect Regional Planning Cycle

The WestConnect regional transmission planning cycle is biennial. The WestConnect PMC will develop and publish a Regional Plan every other year.

D. Transmission Developer Qualification Criteria

1. In General

A transmission developer that seeks to be eligible to use the regional cost allocation methodology for a transmission project selected in the Regional Plan for purposes of cost allocation must identify its technical and financial capabilities to develop, construct, own, and operate a proposed transmission project. To be clear, satisfaction of the criteria set forth below does not confer upon the transmission developer any right to:

(i) construct, own, and/or operate a transmission project,
(ii) collect the costs associated with the construction, ownership and/or operation of a transmission project,
(iii) provide transmission services on the transmission facilities constructed, owned and/or operated.

The applicable governing governmental authorities are the only entities empowered to confer any such rights to a transmission developer. The PMC is not a governmental authority.

2. Information Submittal

A transmission developer seeking eligibility for potential designation as the entity eligible to use the regional cost allocation for a transmission project selected in the Regional Plan for purposes of cost allocation must submit to the PMC the following information during the first quarter of the WestConnect planning cycle, except that during the first WestConnect planning cycle the PMC shall have the discretion to extend the period for the submission of this information:

a. Overview

A brief history and overview of the applicant demonstrating that the applicant has the capabilities to finance, own, construct, operate and maintain a regional transmission project consistent with Good Utility Practice within the state(s) within the WestConnect Planning Region. The applicant should identify all transmission projects it has constructed, owned, operated and/or maintained, and the states in which such projects are located.

b. Business Practices

A description of the applicant's experience in processes, procedures, and any historical performance related to engineering, constructing, operating and maintaining electric transmission facilities, and managing teams performing such activities. A discussion of the types of resources, including relevant capability and experience (in-house labor, contractors, other transmission providers, etc.) contemplated for the licensing, design, engineering, material and equipment procurement, siting and routing, Right-of-Way ("ROW") and land acquisition, construction and project management related to the construction of transmission projects. The applicant should provide information related to any current or previous experience financing, owning, constructing, operating and maintaining and scheduling access to regional transmission facilities.

c. Compliance History

The applicant should provide an explanation of any violation(s) of NERC and/or Regional Entity Reliability Standards and/or other regulatory requirements pertaining to the development, construction, ownership, operation, and/or maintenance of electric transmission facilities by the applicant or any parent, owner, affiliate, or member of the applicant that is an Alternate Qualifying Entity under Section III.D.2.l. Notwithstanding the foregoing, if at the time the applicant submits the information required by this Section III.D.2, the applicant has not developed, constructed, owned, operated or maintained electric transmission facilities, the applicant shall instead submit such information for any electric distribution or generating facilities it develops, constructs owns, operates and/or maintains, as applicable, to demonstrate its compliance history.

d. Participation in the Regional Planning Process

A discussion of the applicant's participation within the Regional Planning Process or any other planning forums for the identification, analysis, and communication of transmission projects.

e. Project Execution

A discussion of the capability and experience that would enable the applicant to comply with all on-going scheduling, operating, and maintenance activities associated with project development and execution.

f. Right-of-Way Acquisition Ability

The applicant's preexisting procedures and historical practices for siting, permitting, landowner relations, and routing transmission projects including, acquiring ROW and land, and managing ROW and land acquisition for transmission facilities. Any process or procedures that address siting or routing transmission facilities through environmentally sensitive areas and mitigation thereof. If the entity does not have such preexisting procedures, it shall provide a detailed description of its plan for acquiring ROW and land and managing ROW and land acquisition.

g. Financial Health

The applicant must demonstrate creditworthiness and adequate capital resources to finance transmission projects. The applicant shall either have an investment grade credit rating from both S&P and Moody's or provide corporate financial statements for the most recent five years for which they are available. Entities that do not have a credit rating, or entities less than five years old, shall provide corporate financial statements for each year that is available. Alternatively, the applicant may provide a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the PMC.

The following ratios must be provided with any explanations regarding the ratios:

- Funds from operations-to-interest coverage.
- Funds from operation-to-total debt.

- Total debt-to-total capital.
- The applicant must indicate the levels of the above ratios the company will maintain during and following construction of the transmission element.

The PMC may request additional information or clarification as necessary.

h. Safety Program

The applicant must demonstrate that it has an adequate internal safety program, contractor safety program, safety performance record and program execution.

i. Transmission Operations

The applicant must: demonstrate that it has the ability to undertake control center operations capabilities, including reservations, scheduling, and outage coordination; demonstrate that it has the ability to obtain required path ratings; provide evidence of its NERC compliance process and compliance history, as applicable; demonstration of any existing required NERC certifications or the ability to obtain any applicable NERC certifications, establish required Total Transfer Capability; provide evidence of storm/outage response and restoration plans; provide evidence of its record of past reliability performance, as applicable; and provide a statement of which entity will be operating completed transmission facilities and will be responsible for staffing, equipment, and crew training. A potential transmission developer will not be required to have an operations entity under contract at the time it seeks to be eligible to use the regional cost allocation method for a transmission project selected in the Regional Plan for purposes of cost allocation.

j. Transmission Maintenance

The applicant must demonstrate that it has, or has plans to develop, an adequate transmission maintenance program, including staffing and crew training, transmission facility and equipment maintenance, record of past maintenance performance, NERC compliance process and any past history of NERC compliance or plans to develop a NERC compliance program, and provide a statement of which entity will be performing maintenance on completed transmission facilities. A potential transmission developer will not be required to have a maintenance entity under contract at the time it seeks to be eligible to use the regional cost allocation method for a transmission project selected in the Regional Plan for purposes of cost allocation.

k. Regulatory Compliance

The applicant must demonstrate the ability, or plans to develop the ability, to comply with Good Utility Practice, WECC criteria and regional Reliability Standards, NERC Reliability Standards, construction standards, industry standards, and environmental standards.

l. Affiliation Agreements

A transmission developer can demonstrate that it meets these criteria either on its own or by relying on an entity or entities with whom it has a corporate affiliation or other third-parties with relevant experience (Alternate Qualifying Entity(ies)). In lieu of a contractual or affiliate relationship with one or more Alternate Qualifying Entity(ies) and to the extent a transmission developer intends to rely upon third-parties for meeting those criteria, the transmission developer must provide in attestation form, an identification of its preferred third-party contractor(s) and indicate when it plans to enter into a definitive agreement with its third-party contractor(s). If the transmission developer seeks to satisfy the criteria in whole or in part by relying on one or more Alternate Qualifying Entity(ies), the transmission developer must submit: (1) materials demonstrating to the PMC's satisfaction that the Alternate Qualifying Entity(ies) meet(s) the criteria for which the transmission developer is relying upon the alternate qualifying entity(ies) to satisfy; and (2) a commitment to provide in any project cost allocation application an executed agreement that contractually obligates the Alternate Qualifying Entity(ies) to perform the function(s) for which the transmission developer is relying upon the Alternate Qualifying Entity(ies) to satisfy.

m. WestConnect Membership

A transmission developer must be a member of either the WestConnect Transmission Owners with Load Serving Obligations or Independent Transmission Developers and Owners sector, or must agree to join the WestConnect Transmission Owners with Load Serving Obligations or Independent Transmission Developers and Owners sector and agreed to sign the Planning Participation Agreement if the transmission developer seeks to be an entity eligible to use the regional cost allocation method for a transmission project selected in the Regional Plan for purposes of cost allocation.

n. Other

Any other relevant project development experience that the transmission developer believes may demonstrate its expertise in the above areas.

3. Identification of Transmission Developers Satisfying the Criteria

a. Notification to Transmission Developer

No later than September 30 each year, the PMC is to notify each transmission developer whether it has satisfied the stated criteria. A transmission developer failing to satisfy one or more of the qualification criteria is to be informed of the failure(s) and accorded an additional opportunity to cure any deficiency(ies) within thirty (30) calendar days of notice from the PMC by providing any additional information.

The PMC is to inform the transmission developer whether the additional information satisfies the qualification criteria within forty-five (45) calendar days of receipt of the additional information.

The PMC is to identify the transmission developers that have satisfied the qualification criteria (the "Eligible Transmission Developers") by posting on the WestConnect website, on or before December 31 of each year.

b. Annual Recertification Process and Reporting Requirements

By June 30 of each year, each Eligible Transmission Developer must submit to WestConnect a notarized letter signed by an authorized officer of the Eligible Transmission Developer certifying that the Eligible Transmission Developer continues to meet the current qualification criteria.

The Eligible Transmission Developer shall submit to the PMC an annual certification fee equal to the amount of the WestConnect annual membership fee. If the Eligible Transmission Developer is a member of WestConnect and is current in payment of its annual membership fee, then no certification fee will be required.

If at any time there is a change to the information provided in its application, an Eligible Transmission Developer shall be required to inform the PMC chair within thirty (30) calendar days of such change so that the PMC may determine whether the Eligible Transmission Developer continues to satisfy the qualification criteria. Upon notification of any such change, the PMC shall have the option to: (1) determine that the change does not affect the status of the transmission developer as an Eligible Transmission Developer; (2) suspend the transmission developer's eligibility status until any deficiency in the transmission developer's qualifications is cured; (3) allow the transmission developer to maintain its eligibility status for a limited time period, as specified by the PMC, while the transmission developer cures the deficiency; or (4) terminate the transmission developer's eligibility status.

c. Termination of Eligibility Status

The PMC may terminate an Eligible Transmission Developer's status if the Eligible Transmission Developer: (1) fails to submit its annual certification letter; (2) fails to pay the applicable WestConnect membership fees; (3) experiences a change in its qualifications and the PMC determines that it may no longer qualify as an Eligible Transmission Developer; (4) informs the PMC that it no longer desires to be an Eligible Transmission Developer; (5) fails to notify the PMC of a change to the information provided in its application within thirty (30) days of such change; or (6) fails to execute the Planning Participation Agreement as agreed to in the qualification criteria within a reasonable time defined by the PMC, after seeking to be an entity eligible to use the regional cost allocation method for a transmission project selected in the Regional Plan for purposes of cost allocation.

E. Overview of Regional Planning Methodology and Evaluation Process

The Regional Planning Process is intended to identify regional needs and more efficient or cost-effective solutions to satisfy those needs. Consistent with Order No. 890, qualified projects timely submitted through the Regional Planning Process will be evaluated and selected from competing solutions and resources such that all types of resources, as described below, are

considered on a comparable basis. The same criteria and evaluation process will be applied to competing solutions and/or projects, regardless of type or class of Stakeholder proposing them. Where a regional transmission need is identified, the PMC is to perform studies that seek to meet that need through regional projects, even in the absence of project proposals advanced by Stakeholders or projects identified through the WECC process. When the PMC performs a study to meet an identified regional need in circumstances where no Stakeholder has submitted a project proposal to meet that regional need, the PMC is to pursue such studies in a not unduly discriminatory fashion. The study methods employed for PMC-initiated studies will be the same types of study methods employed for Stakeholder-initiated studies (see, e.g., Section III.F addressing the use of NERC Transmission Planning (TPL) Reliability Standards for regional reliability projects, Section III.G addressing the use of production cost modeling for regional economic projects, and Section III.H addressing the identification of Public Policy Requirements for regional public policy-driven projects).

The solution alternatives will be evaluated against one another on the basis of the following criteria to select the preferred solution or combination of solutions: (1) ability to fulfill the identified need practically; (2) ability to meet applicable reliability criteria or NERC Transmission Planning Standards issues; (3) technical, operational and financial feasibility; (4) operational benefits/constraints or issues; (5) cost-effectiveness over the time frame of the study or the life of the facilities, as appropriate (including adjustments, as necessary, for operational benefits/constraints or issues, including dependability); (6) where applicable, consistency with Public Policy Requirements or regulatory requirements, including cost recovery through regulated rates; and (7) a project must be determined by the PMC to be a more efficient or cost-effective solution to one or more regional transmission needs to be eligible for regional cost allocation, as more particularly described below.

The Regional Planning Process provides for an assessment of regional solutions falling in one or more of the following categories:

- Regional reliability solutions
- Regional economic solutions
- Regional transmission needs driven by Public Policy Requirements
- Non-transmission alternatives

PSCo encourages all interested Stakeholders to consult the Business Practice Manual for additional details regarding the planning process, timing, and implementation mechanics.

All WestConnect Transmission Owners with Load Serving Obligation shall be responsible for submitting their local transmission plans for inclusion in the Regional Plan in accordance with the timeline stated in the Business Practice Manual. Those individual plans will be included in the Regional Plan base case system models.

F. WestConnect Reliability Planning Process

Once the base case is established and verified, the PMC is to perform a regional reliability assessment in which the base case system models will then be checked for adherence to the relevant NERC or WECC Transmission Planning Reliability Standards, through appropriate studies, including, but not limited to, steady-state power flow, voltage, stability, short circuit, and

transient studies as outlined in the Business Practice Manual. If a reliability violation is identified in this power flow process, the violation will be referred back the appropriate Transmission Owner.

The PMC will identify projects to resolve any regional violations that impact more than one Transmission Owner of relevant NERC or WECC Transmission Planning Reliability Standards or WECC criteria. In addition, an opportunity will be afforded to any interested party to propose regional reliability projects that are more efficient or cost-effective than other proposed solutions. The PMC will then identify the more efficient or cost-effective regional transmission project that meets the identified regional transmission need, taking into account factors such as how long the project would take to complete and the timing of the need. Because local Transmission Owners are ultimately responsible for compliance with NERC Reliability Standards and for meeting local needs the local transmission plans will not be modified, however, the PMC may identify more efficient or cost-effective regional transmission projects. As seen in Exhibit 1 of this Attachment R-PSCo, the PMC will perform the regional reliability assessment and, if necessary, identify a regional need for transmission projects to resolve any violations that impact more than one transmission owner in the fourth quarter of the planning cycle.

G. WestConnect Economic Planning Process

As part of the Regional Planning Process, the PMC is to analyze whether there are projects that have the potential to reduce the total delivered cost of energy by alleviating congestion or providing other economic benefits to the WestConnect Planning Region through production cost modeling. This analysis also utilize WECC Board-approved recommendations to further investigate congestion within the WestConnect Planning Region for congestion relief or economic benefits that has subsequently been validated by WestConnect. Additional projects may also be proposed by WestConnect Stakeholders or developed through the Stakeholder process for evaluation of economic benefits. Under the Regional Planning Process, the PMC will identify more efficient or cost-effective regional transmission projects, but will not modify local transmission plans.

The WestConnect economic planning process will analyze benefits via detailed production cost simulations. The models employed in the production cost simulations will appropriately consider the impact of transmission projects on production cost and system congestion. The WestConnect economic planning process will also consider the value of decreased reserve sharing requirements in its development of a plan that is more efficient or cost-effective. As seen in Exhibit 1 of this Attachment R-PSCo, the PMC will develop the production cost modeling analysis in the second (2^{nd}) and third (3^{rd}) quarters of the planning cycle and identify economic transmission projects in the sixth (6^{th}) quarter and parts of the fifth (5^{th}) and seventh (7^{th}) quarters of the planning cycle.

H. WestConnect Public Policy Planning Process

1. Procedures for Identifying Transmission Needs Driven by Public Policy Requirements

It is anticipated that any regional transmission need that is driven by Public Policy Requirements will be addressed initially within the local planning cycles of the individual

Transmission Owners in the WestConnect Planning Region through the consideration of local transmission needs driven by a Public Policy Requirement, since a Public Policy Requirement is a requirement that is imposed upon individual Transmission Owners (as opposed to a requirement that is imposed on a geographic region). For those Public Policy Requirements that affect more than one Transmission Owner in the WestConnect Planning Region, a solution identified at the local level to satisfy the local needs of the affected Transmission Owner(s), may also satisfy a regional transmission need identified by the PMC for the WestConnect Planning Region.

WestConnect Transmission Owner members that are planning consistent with Order No. 890 will continue to conduct local transmission planning processes (Section II.E of this Attachment R-PSCo), which provide a forum for discussions on local transmission needs driven by Public Policy Requirements. These local processes provide the basis for the individual Transmission Owners' local transmission plans, which are then incorporated into the regional base case at the start of the Regional Planning Process under Order No. 1000.

The PMC is to provide notice on the WestConnect website of both regional transmission planning meetings convened by the PMC for the WestConnect region, and local transmission planning meetings of the individual Transmission Owners in the WestConnect region.

The PMC will begin the evaluation of regional transmission needs driven by Public Policy Requirements by identifying any Public Policy Requirements that are driving local transmission needs of the Transmission Owners in the WestConnect Planning Region, and including them in the transmission system models (the regional base case) underlying the development of the Regional Plan. Then, the PMC will seek the input of Stakeholders in the WestConnect region on those Public Policy Requirements in an effort to engage Stakeholders in the process of identifying regional transmission needs driven by Public Policy Requirements. The PMC will communicate with Stakeholders through public postings on the WestConnect website of meeting announcements and discussion forums. In addition, the PMC is to establish an email distribution list for those Stakeholders who indicate a desire to receive information via electronic list serves.

After allowing for Stakeholder input on regional transmission needs driven by Public Policy Requirements and regional solutions to those needs, as part of the Regional Planning Process, the PMC is to identify in the Regional Plan those regional transmission needs driven by Public Policy Requirements that were selected by the PMC for evaluation of regional solutions.

In selecting those regional transmission needs driven by Public Policy Requirements that will be evaluated for regional solutions in the current planning cycle, the PMC is to consider, on a non-discriminatory basis, factors, including but not limited to, the following:

(i) whether the Public Policy Requirement is driving a regional transmission need that can be reasonably identified in the current planning cycle;

(ii) the feasibility of addressing the regional transmission need driven by the Public Policy Requirement in the current planning cycle;
(iii) the factual basis supporting the regional transmission need driven by the Public Policy Requirement; and
(iv) whether a Public Policy Requirement has been identified for which a regional transmission need has not yet materialized, or for which there may exist a regional transmission need but the development of a solution to that need is premature.

No single factor shall necessarily be determinative in selecting among the potential regional transmission needs driven by Public Policy Requirements.

The process by which the PMC is to identify those regional transmission needs for which a regional transmission solution(s) will be evaluated, out of what may be a larger set of regional transmission needs, is to utilize the communication channels it has in place with Stakeholders, identified above (open meetings and discussion forums convened by the PMC), through which regional transmission needs driven by Public Policy Requirements are to be part of the open dialogue.

2. Procedures for Identifying Solutions to Regional Transmission Needs Driven by Public Policy Requirements

Stakeholders are to have opportunities to participate in discussions during the Regional Planning Process with respect to the development of solutions to regional transmission needs driven by Public Policy Requirements. Such participation may take the form of attending planning meetings, offering comments for consideration by the PMC on solutions to regional needs driven by Public Policy Requirements, and offering comments on proposals made by other stakeholders or by the PMC. Stakeholders that are members of the WestConnect PMC are performing the function of regional transmission planning and developing regional solutions to identified regional transmission needs driven by Public Policy Requirements through membership on subcommittees of the PMC.

After allowing for stakeholder input on solutions to regional transmission needs driven by Public Policy Requirements, as part of the Regional Planning Process, the PMC is to identify in the Regional Plan those regional transmission solutions driven by Public Policy Requirements that were selected by the PMC and any regional transmission project(s) that more efficiently or cost-effectively meet those needs.

The procedures for identifying and evaluating potential solutions to the identified transmission needs driven by Public Policy Requirements are the same as those procedures used to evaluate any other project proposed in the Regional Planning Process, whether or not submitted for purposes of cost allocation.

The PMC will perform a Public Policy Requirements analysis to help identify if a transmission solution is necessary to meet an enacted public policy. For a transmission need driven by Public Policy Requirements, the PMC will identify if a more efficient or cost-effective regional transmission solution exists based upon several different

considerations, including consideration of whether the project is necessary and capable of meeting transmission needs driven by Public Policy Requirements, while also

(i) Efficiently resolving any criteria violations identified by studies pursuant to any relevant NERC Transmission Planning (TPL) Reliability Standards for regional reliability projects or WECC Transmission Planning Reliability Standards or WECC criteria, as applicable, that could impact more than one Transmission Owner as a result of a Public Policy Requirement or,

(ii) Producing economic benefits shown through detailed production cost simulations. The models employed in the production cost simulations will appropriately consider the impact of transmission projects on production cost, system congestion and the value of decreased reserve sharing requirements.

The PMC will develop the public policy analysis in the sixth (6^{th}) quarter and parts of the fifth (5^{th}) and seventh (7^{th}) quarters of the planning cycle.

3. Proposed Public Policy

A public policy that is proposed, but not required (because it is not yet enacted or promulgated by the applicable governmental authority) may be considered through Section III.G (WestConnect Economic Planning Process) of this Attachment R-PSCo, if time and resources permit.

4. Posting of Public Policy Needs

WestConnect will maintain on its website (i) a list of all transmission needs identified that are driven by Public Policy Requirements and that are included in the studies for the current regional transmission planning cycle; and (ii) an explanation of why other suggested transmission needs driven by Public Policy Requirements will not be evaluated.

I. Consideration of Non-Transmission Alternatives

Non-transmission alternatives submitted in accordance with Section III.C.6 above will be evaluated to determine if they will provide a more efficient or cost-effective solution to an identified regional transmission need. Non-transmission alternatives include, without limitation, technologies that defer or possibly eliminate the need for new and/or upgraded transmission lines, such as distributed generation resources, demand side management (load management, such as energy efficiency and demand response programs), energy storage facilities and smart grid equipment that can help eliminate or mitigate a grid reliability problem, reduce uneconomic grid congestion, and/or help to meet grid needs driven by Public Policy Requirements. Non-transmission alternatives are not eligible for regional cost allocation.

J. Approval of the WestConnect Regional Plan

The Cost Allocation Subcommittee is to submit, for review and comment, the results of its project benefit/cost analysis and beneficiary determination to the PMC Chair and to the identified beneficiaries of the transmission projects proposed for cost allocation. The PMC shall make available to its Members sufficient information to allow for a reasonable opportunity to comment on the proposed selection. The PMC shall not make a determination on the project benefit/cost analysis and beneficiary determination until it has reviewed all comments. Upon approval of the PMC, the project benefit/cost analysis and beneficiary identifications shall be posted by the PMC on the WestConnect website.

1. CTO Acceptance of Cost Allocation

Each CTO beneficiary will indicate whether it accepts the cost allocation for the project as follows:

(i) A CTO Member, in its sole discretion, may elect to accept a cost allocation for each separate transmission facility for which it is identified as a beneficiary, but only if it notifies the Chair of the PMC in writing of its decision to accept any such cost allocation within sixty (60) calendar days after the benefit/cost analysis is posted by the PMC under this Section III.J; provided, however, that the PMC has the discretion to extend the 60-day period when additional time is necessary for an identified beneficiary to complete its internal review and deliberation process before deciding to accept the cost allocation.

(ii) A CTO Member giving notice that it elects to accept a cost allocation for a transmission facility may rescind that notice at any time prior to the end of the sixty (60) day period, or such extended period established in this Section III.J.1.i.

(iii) A CTO Member that does not accept a cost allocation for a transmission facility will not be subject to cost allocation for that transmission facility.

The information made available under this Section III.J will be electronically masked and made available pursuant to a process that the PMC reasonably determines is necessary to prevent the disclosure of confidential information or CEII contained in the information.

2. Recalculation of Benefits and Costs for Reliability Projects

The Cost Allocation Subcommittee will adjust, as necessary, its project benefit/cost analysis and beneficiary identification for any transmission project that continues to meet the region's criteria for regional cost allocation. For any CTO beneficiary that does not accept cost allocation for a project under this Section III.J, such CTO's transmission need(s)

which was included within the identification of the region's transmission needs under Sections III.F through III.H (for which the regional project would have avoided an alternative reliability project in such CTO's local transmission plan) will be removed as a regional transmission need for purposes of justifying a project's approval as a project eligible for inclusion in the Regional Plan for purposes of cost allocation.

3. Recalculation of Benefits and Costs for Public Policy Requirements Projects

The Cost Allocation Subcommittee will adjust, as necessary, its project benefit/cost analysis and beneficiary identification for any transmission project that continues to meet the region's criteria for regional cost allocation. For any CTO beneficiary that does not accept cost allocation for a project under this Section III.J, such CTO's transmission need(s) which was included within the identification of the region's transmission needs under Sections III.F through III.H (for which the regional project would have avoided an alternative Public Policy Requirements project in such CTO's local transmission plan) will be removed as a regional transmission need for purposes of justifying a project's approval as a project eligible for inclusion in the Regional Plan for purposes of cost allocation. This shall include any such CTO's resource needs necessary to comply with Public Policy Requirements.

4. Recalculation of Benefits and Costs for Economic Projects

The Cost Allocation Subcommittee will adjust, as necessary, its project benefit/cost analysis and beneficiary identification for any transmission project that continues to meet the region's criteria for regional cost allocation. For any CTO beneficiary that does not accept cost allocation for a project under this Section III.J, such CTO's transmission benefits which were included within the identification of the regional project's economic benefits under Sections III.F through III.H will be removed as a regional transmission benefit for purposes of justifying a project's approval as a project eligible for inclusion in the Regional Plan for purposes of cost allocation. This shall include the value of any economic benefits determined through the regional transmission plan to accrue to such CTO.

5. Resultant Increase in Beneficiary Cost Allocation

Any regional transmission project that continues to meet the region's benefit/cost and other criteria for regional cost allocation will remain eligible for selection in the Regional Plan for purposes of cost allocation.

6. Approval of the WestConnect Regional Transmission Plan

Upon completion of the process outlined above, the PMC will vote on whether to accept the proposed plan. The Regional Plan will document why projects were either included or not included in the Regional Plan. In addition, the Regional Plan is to describe the manner in which the applicable regional cost allocation methodology was applied to each project selected in the Regional Plan for purposes of regional cost allocation. Projects that meet system needs are incorporated into the Regional Plan. Participant funded projects and other types of projects may be included in the Regional Plan; however, those projects are not eligible for regional cost allocation.

K. Reevaluation of the WestConnect Regional Plan

The PMC is the governing body responsible for deciding whether to reevaluate the Regional Plan to determine if the conditions, facts and/or circumstances relied upon in initially selecting a transmission project for inclusion in the Regional Plan for purposes of cost allocation have changed and, as a result, require reevaluation. Reevaluation will begin within the second planning cycle following the Effective Date. The Regional Plan and any project selected for cost allocation in the Regional Plan, including any local or single-system transmission projects or planned transmission system upgrades to existing facilities selected for purposes of cost allocation, shall be subject to reevaluation in each subsequent planning cycle according to the criteria below. Upon reevaluation, the Regional Plan and any projects selected for purposes of cost allocation in connection therewith may be subject to modification, including the status as a project selected for cost allocation, with any costs reallocated under Section VI as if it were a new project. Only the PMC has the authority to modify the status of a transmission project selected for cost allocation. Conditions that trigger reevaluation are:

- The underlying project characteristics and/or regional or interregional needs change in the Regional Plan. Examples include, but are not limited to: (a) a project's failure to secure a developer, or a developer's failure to maintain the qualifications necessary to utilize regional cost allocation, or (b) a change (increase or decrease) in the identified beneficiaries of a project (which changes may occur through company acquisitions, dissolutions, or otherwise), (c) a change in the status of a large load that contributes to the need for a project, or (d) projects affected by a change in law or regulation;
- Projects that are delayed and fail to meet their submitted in-service date by more than two (2) years. This includes projects delayed by funding, regulatory approval, contractual administration, legal proceedings (including arbitration), construction delays, or other delays;
- Projects with significant project changes, including, but not limited to kilovolt (kV), megavolt ampere (MVA), or path rating, number of circuits, number of transmission elements, or interconnection locations; and
- Projects with a change in the calculation of benefits or benefit/cost (B/C) ratio that may affect whether the project selected for inclusion in the Regional Plan for purposes of cost allocation is a more efficient or cost-effective regional solution.
    - Example 1: Where an increase in the selected project's costs, including but not limited to, material, labor, environmental mitigation, land acquisition,

operations and maintenance, and mitigation for identified transmission system and region, causes the total project costs to increase above the level upon which the project was initially selected for inclusion in the Regional Plan for purposes of cost allocation, the inclusion of the regional project in the Regional Plan will be reevaluated to determine if the regional project continues to satisfy the region's B/C ratio and can be found to be a more efficient or cost-effective solution under current cost information.

- Example 2: A selected project's benefits may include identification of a reliability benefit in the form of remedying a violation of a Reliability Standard. If the identified beneficiary implements improvements, such as a Remedial Action Scheme, to achieve reliability in compliance with the Reliability Standard at issue, inclusion of the regional project in the regional plan will be reevaluated to determine if the regional project continues to satisfy the region's B/C ratio and can be found to be a more efficient or cost-effective solution under current benefit information.
- Example 3: Where a project's estimated benefits include benefits in the form of avoided costs (e.g., a regional project's ability to avoid a local project), and the project is not avoided, the inclusion of the regional project in the Regional Plan will be reevaluated to determine if the regional project continues to satisfy the region's B/C ratio and can be found to be a more efficient or cost-effective solution under current facts and circumstances.

Projects selected for purposes of cost allocation will continue to be reevaluated until all the following conditions have been met:

- State and federal approval processes completed and approved (including cost recovery approval under Section 205 of the Federal Power Act as applicable);
- All local, state, and federal siting permits have been approved; and
- Major construction contracts have been issued.

When the Regional Plan is reevaluated as a result of any of the conditions triggering reevaluation addressed above, the PMC is to determine if an evaluation of alternative transmission solutions is needed in order to meet an identified regional need. In doing so, the PMC is to use the same processes and procedures it used in the identification of the original transmission solution to the regional need. If an alternative transmission solution is needed, the incumbent Transmission Owner may propose one or more solutions that it would implement within its retail distribution service territory or footprint, and if such proposed solution is a transmission facility, the Transmission Owner may submit the project for possible selection in the Regional Plan for purposes of cost allocation.

Projects not subject to reevaluation include, but are not limited to, the following:

- Local or single system transmission projects that have been identified in individual Transmission Owner's Transmission Planning (TPL) Reliability Standards compliance assessments to mitigate reliability issues and that have not been proposed for (and selected by the PMC for) regional cost allocation; and

- Planned transmission system upgrades to existing facilities that have not been proposed for (and selected by the PMC for) regional cost allocation.

Projects meeting any of the following criteria as of the Effective Date will also not be subject to reevaluation under the Regional Planning Process:

- Projects of Transmission Owners who have signed the Planning Participation Agreement and that have received approval through local or state regulatory authorities or board approval;
- Local or single system transmission projects that have been planned and submitted for inclusion in the Regional Plan or exist in the 10-year corporate capital project budgets; and
- Projects that are undergoing review through the WECC Project Coordination and Rating Review Process as of the Effective Date.

L. Confidential or Proprietary Information

Although the Regional Planning Process is open to all Stakeholders, Stakeholders will be required to comply at all times with certain applicable confidentiality measures necessary to protect confidential information, proprietary information or CEII. From time to time the regional transmission planning studies and/or open Stakeholder meetings may include access to base case data that are WECC proprietary data, information classified as CEII by FERC, or other similar confidential or proprietary information. In such cases, access to such confidential or proprietary information shall be limited to only those Stakeholders that (i) hold membership in or execute a non-disclosure agreement ("NDA") with WECC (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]); (ii) execute a non-disclosure agreement with the applicable WestConnect Planning Region members; or (iii) are parties to the Planning Participation Agreement, as may be applicable.

Any entity wishing to access confidential information, subject to applicable standards of conduct requirements, discussed in the Regional Planning Process must execute an NDA, and submit it to NDA@westconnect.com. A link to the NDA has been provided (see PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/])

IV. Coordination at the Western Interconnection Level

A. PSCo–WestConnect Coordination

PSCo shall coordinate its plan on a regional basis through WestConnect. WestConnect will coordinate its Regional Plan with TEPPC.

B. Procedures for Interregional Planning Project Review

1. WECC Coordination of Reliability Planning

   a. WECC develops the Western Interconnection-wide databases for transmission planning analysis such as power flow, stability and dynamic voltage stability studies. The WECC-approved base cases are used for

study purposes by transmission planners, regional transmission planning groups, and other entities that have signed non-disclosure agreements with WECC.

b. WECC maintains a database for reporting the status of all planned projects throughout the Western Interconnection.

c. WECC provides for coordination of planned projects through its Procedures for Regional Planning project review.

d. WECC's path rating process ensures that a new project will have no adverse effect on existing projects.

2. WECC-TEPPC Open Stakeholder Meetings

Western Interconnection-wide economic planning studies are conducted by the WECC-TEPPC in an open Stakeholder process that holds region-wide Stakeholder meetings on a regular basis. The WECC TEPPC Transmission Planning Protocol, including the TEPPC procedures for prioritizing and completing regional economic studies, is posted on the WECC website. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]). PSCo participates in the region-wide planning processes, as appropriate, to ensure data and assumptions are coordinated.

3. Role of WECC TEPPC

WECC TEPPC provides two main functions in relation to the WestConnect Regional Planning Process:

a. Development and Maintenance of the West-Wide Economic Planning Study Database.

(i) TEPPC uses publicly available data to compile a database that can be used by a number of economic congestion study tools.

(ii) TEPPC's database is available for use in running economic congestion studies. For an interested Stakeholder to utilize WECC's PROMOD planning model, it must comply with WECC confidentiality requirements.

b. Performance of Economic Planning Studies

TEPPC has an biennial study cycle described in the WECC-TEPPC Transmission Planning Protocol, (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/]), during which it will update databases, develop and approve a study plan that includes studying transmission customer high priority economic planning study requests as determined by the open TEPPC Stakeholder process, perform the approved studies and document the results in a report.

c. Identification of Congested Paths for WestConnect Economic Review

Through TEPPC's economic study process, congested paths may be reviewed and identified as being candidates for economic transmission studies. Upon WECC Board approval of a designation for such a path and WestConnect validation, the Regional Planning Process will review the path for potential economic transmission solutions.

V. Dispute Resolution

In the event of a dispute concerning either a procedural or substantive matter within the jurisdiction of FERC, the following dispute resolution processes will apply:

A. WECC

If the dispute is one that is within the scope of the WECC dispute resolution procedures, then such procedures contained in the WECC Business and Governance Guidelines and Policies will apply. (See PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCo/])

B. Non-WECC Disputes

For disputes not within the scope of the WECC dispute resolution procedures, and for disputes not between or among the members of the PMC (which disputes will be subject to the dispute resolution provisions set forth in Section V.D), the dispute resolution procedures set forth in Section 12 of the Joint OATT will apply, with the added provision that upon agreement of the parties, any dispute that is not resolved by direct negotiation between or among the affected parties within a reasonable period of time, may be referred to mediation (before or during arbitration), and all applicable timelines will be suspended until such time as the mediation process terminates (unless otherwise agreed by the parties). Notwithstanding that the dispute resolution procedures under Section 12 of the Joint OATT apply only to Xcel Energy Operating Companies and their respective Transmission Customers, Section 12 of the Joint OATT will be deemed to be applicable to Stakeholders for purposes of this Attachment R-PSCo, except as otherwise provided herein.

All mediations and/or arbitrations arising from disputes under the Regional Planning Process in this Attachment R-PSCo shall be held in Denver, Colorado, unless otherwise agreed to by the Parties.

C. Resolution by FERC

Notwithstanding anything to the contrary in this Section V, any affected party may refer either a procedural or substantive matter within the jurisdiction of FERC to FERC for resolution, for example, by filing with FERC a complaint, a request for declaratory order, or a change in rate.

D. Disputes Between PMC Members

For disputes between members of the PMC, the following dispute resolution procedures are to apply:

1. Initiating Dispute Resolution

The disputing PMC member(s) initiates its dispute by providing written notification to the PMC (or a designated sub-committee of the PMC) in accordance with the provisions of the Planning Participation Agreement, in which event the PMC will seek to resolve the dispute through discussion, negotiation and the development of a recommended course of action. The PMC may act to adopt a resolution recommended by its own committee members or sub-committees, or alternatively the disputing parties may act to refer the dispute to arbitration for resolution.

2. Arbitration

A dispute may be referred to arbitration under the governing provisions of the Planning Participation Agreement.

3. Resolution by FERC

The availability of the dispute resolution avenues identified above does not eliminate a disputing PMC member's(s') right under the Federal Power Act to refer either a procedural or substantive matter within the jurisdiction of FERC to FERC for resolution, for example by filing with FERC a complaint, a request for declaratory order or a change in rate.

VI. Cost Allocation

A. Local Transmission Projects

Local Transmission Projects are projects located within a Transmission Owner's retail distribution service territory or footprint unless such projects are submitted and selected in the Regional Plan for purposes of cost allocation.[6] A Transmission Owner is not precluded from proposing Local Transmission Projects for inclusion in the Regional Plan for purposes of cost allocation in the Regional Planning Process. A Local Transmission Project that is not submitted or not selected for inclusion in the Regional Plan is not eligible for cost allocation in the Regional Plan, and not subject to the provisions governing regional cost allocation set forth below.

Note 6: The reference to a Transmission Owner's "footprint" refers to the electrical footprint of the Transmission Owner (i.e. the location of that Transmission Owner's electrical assets) and not necessarily the physical/spatial footprint. Where a Transmission Owner within the WestConnect Planning Region is a transmission-only company with no retail distribution service territory, the term "footprint" would refer to the location of the transmission facilities of such transmission-only company.

For any transmission project where PSCo is the sole owner or such project is to be built within or for the benefit of the existing PSCo system such as local, small and/or reliability transmission projects, PSCo shall proceed with the project pursuant to its rights and obligations as a Transmission Provider for the local area. Any projects necessary to ensure reliability or that provide economic benefits to the PSCo system and which fall outside the requirements for

inclusion in the Regional Plan for purposes of cost allocation are eligible to be considered Local Transmission Projects.

PSCo may share ownership, and associated costs, of any new transmission project, based upon mutual agreement between the parties. Such a joint ownership arrangement may arise because of existing joint ownership of facilities in the area of the new facilities, overlapping service territories, or other relevant considerations.

1. Open Season Solicitation of Interest

For any transmission project identified in a PSCo reliability or economic planning study in which PSCo is the project sponsor, PSCo may elect to provide an "open season" solicitation of interest to secure additional project participants. Upon a determination by PSCo to hold an open season solicitation of interest for a transmission project, PSCo will:

a. Announce and solicit interest in the project through informational meetings, the PSCo OASIS website, and/or other means of dissemination as appropriate.

b. Hold meetings with interested parties, state public utility commission staffs from potentially affected states, and other affected Stakeholders.

c. Post information via the PSCo OASIS website.

d. Develop the initial transmission project specifications, the initial cost estimates and potential transmission line routes; guide negotiations and assist interested parties to determine cost responsibility for initial studies; guide the project through the applicable line siting processes; develop final project specifications and costs; obtain commitments from participants for final project cost shares; and secure execution of construction and operating agreements.

e. Whether as a project sponsor or a participant, coordinate as necessary with any other participant or sponsor, as the case may be, to integrate into PSCo's Ten Year Transmission Plan any other planned project on or interconnected with PSCo's transmission system.

B. Regional Transmission Projects

For any project determined by the PMC to be eligible for regional cost allocation, project costs will be allocated proportionally to those entities determined by the PMC, as shown in the Regional Plan, to be beneficiaries in the WestConnect Planning Region, as identified in this Attachment R-PSCo, subject to the processes set forth in Sections III through VI.

The PMC, with input from the CAS, is to determine whether a project is eligible for regional cost allocation, and assesses the project's costs against its benefits in accordance with the following factors:

- Benefits and beneficiaries will be identified before cost allocation methods are applied.
- Cost assignments shall be commensurate with estimated benefits.

- Those that receive no benefits must not be involuntarily assigned costs.
- A benefit-to-cost threshold of not more than 1.25 shall be used, as applicable, so that projects with significant benefits are not excluded.
- Costs must be allocated solely within the WestConnect Planning Region, unless other regions or entities voluntarily assume costs.
- Costs for upgrades on neighboring transmission systems or other planning regions that are (i) required to be mitigated by the WECC Path Rating process, FERC tariff requirements, or NERC Reliability Standards, or (ii) negotiated among interconnected parties will be included in the total project costs and used in the calculation of B/C ratios.
- Cost allocation method and data shall be transparent and with adequate documentation.
- Different cost allocation methods may be used for different types of projects.

Specifically, the PMC will consider the following projects eligible for cost allocation consideration as further described below based on specified criteria:

- Reliability projects;
- Economic or congestion relief projects; or
- Public policy projects.

Only projects that fall within one or more of these three categories and satisfy the cost-to-benefit analyses and other requirements, as specified herein, are eligible for cost allocation in the WestConnect Planning Region. PSCo encourages all interested Stakeholders to consult the Business Practice Manual for additional details regarding the assessment for eligibility for regional cost allocation assessment. Summary provisions are provided below:[7]

Note 7: References to "Transmission Owners" in the cost allocation provisions are to transmission owners for whom the WestConnect Planning Management Committee is performing the function of regional transmission planning. At present, those Transmission Owners are TOLSO members.

1. Allocation of Costs for Reliability Projects

In order to allocate costs to Transmission Owners for system reliability improvements that are necessary for their systems to meet the NERC TPL standards, the WestConnect cost allocation procedure shall allocate costs for system reliability improvements only when a system improvement is required to comply with the NERC TPL Reliability Standards during the planning horizon.

All components of a Transmission Owner's local transmission plan shall be included in the Regional Plan and shall be considered Local Transmission Projects that are not eligible for regional cost allocation. A system performance analysis shall be performed on the collective plans to ensure the combined plans adhere to all relevant NERC TPL Reliability Standards and Stakeholders shall be afforded an opportunity to propose projects that are more efficient or cost-effective than components of multiple Transmission Owner local plans as outlined in Section III.F, above.

Should a reliability issue be identified in the review of the included local transmission plan, the project necessary to address that reliability issue shall be included in the

Regional Plan and the cost shall be shared by the utilities whose load contributed to the need for the project.

Should multiple utilities have separate reliability issues that are addressed more efficiently or cost-effectively by a single regional project, that regional project shall be approved for selection in the Regional Plan and the cost shall be shared by those Transmission Owners in proportion to the cost of alternatives that could be pursued by the individual Transmission Owners to resolve the reliability issue. The ultimate responsibility for maintaining system reliability and compliance with NERC Transmission Planning Standards rests with each Transmission Owner.

The costs for regional reliability projects shall be allocated according to the following equation:

(1 divided by 2) times 3 equals 4

Where:

1 is the cost of local reliability upgrades necessary to avoid construction of the regional reliability project in the relevant Transmission Owner's retail distribution service territory or footprint

2 is the total cost of local reliability upgrades in the combination of Transmission Owners' retail distribution service territories or footprints necessary to avoid construction of the regional reliability project

3 is the total cost of the regional reliability project

4 is the total cost allocated to the relevant Transmission Owner's retail distribution service territory or footprint

The manner in which the PMC applied this methodology to allocate the costs of each regional reliability project shall be described in the Regional Plan.

2. Allocation of Costs for Economic Projects

Cost allocation for economic projects associated with congestion relief that provide for more economic operation of the system will be based on the calculation of economic benefits that each Transmission Owner system will receive. Cost allocation for economic projects shall include scenario analyses to ensure that benefits will actually be received by beneficiaries with relative certainty. Projects for which benefits and beneficiaries are highly uncertain and vary beyond reasonable parameters based on assumptions about future conditions will not be selected for cost allocation.

In order for a project to be considered economically-justified and receive cost allocation associated with economic projects, the project must have a B/C ratio that is greater than 1.0 under each reasonable scenario evaluated and have an average ratio of at least 1.25 under all reasonable scenarios evaluated. Costs will be allocated on the basis of the average of all scenarios evaluated. The B/C ratio shall be calculated by the PMC. This B/C ratio shall be determined by calculating the aggregate load-weighted benefit-to-cost ratio for each transmission system in the WestConnect Planning Region. The benefits methodology laid out below ensures that the entities that benefit the most from

the completion of an economic project are allocated costs commensurate with those project benefits.

The cost of any project that has an aggregate 1.25 B/C ratio or greater will be divided among the Transmission Owners that show a benefit based on the amount of benefits calculated to each respective Transmission Owner. For example, if a $100 million dollar project is shown to have $150 million in economic benefit, the entities for which the economic benefit is incurred will be determined. The cost of the project will then be allocated to those entities, based on the extent of each entity's economic benefits relative to the total project benefits. This will ensure that each entity that is allocated cost has a B/C ratio equal to the total project B/C ratio. For example:

- Project with $150 million in economic benefit and $100 million in cost
  - Company 1 has $90 million in benefits; Company 2 has $60 million in benefits
  - Company 1 allocation: 90/150 (100) = $60 million
  - Company 1 B/C ratio: 90/60 = 1.5
  - Company 2 allocation: 60/150 (100) = $40 million
  - Company 2 B/C ratio: 60/40 = 1.5

Other than through the reevaluation process described in Section III.J of this Attachment R-PSCo, the benefits and costs used in the evaluation shall only be calculated during the planning period and shall be compared on a net present value basis.

The WestConnect economic planning process shall consider production cost savings and reduction in reserve sharing requirements as economic benefits capable of contributing to the determination that a project is economically justified for cost allocation. Production cost savings are to be determined by the PMC performing a product cost simulation to model the impact of the transmission project on production costs and congestion. Production cost savings will be calculated as the reduction in production costs between a production cost simulation with the project included compared to a simulation without the project. Reductions in reserve sharing requirements are to be determined by the PMC identifying a transmission project's impact on the reserve requirements of individual transmission systems, and not on the basis of the project's collective impact on a reserve sharing group, as a whole. The production cost models are to appropriately consider the hurdle rates between transmission systems. The following production cost principles may be applied:

- The production cost savings from a project must be present in each year from the project in-service date and extending out at least ten (10) years.
- Cost savings must be expressed in present-value dollars and should consider the impact of various fuel cost forecasts.
- The production cost study must account for contracts and agreements related to the use of the transmission system (this refers to paths in systems that might be contractually limited but not reliability limited).
- The production cost study must account for contracts and agreements related to the access and use of generation (this refers to generators that

might only use spot purchases for fuel rather than firm purchases, or generation that has been designated as network resources for some entities and thus cannot be accessed at will by non-owners).

Access by Stakeholders to the PMC's application of its regional cost allocation method for a specific economic transmission project is available in several ways: First, Stakeholders that are members of the PMC will have firsthand knowledge of the way in which the regional method was applied to a particular project because the PMC is responsible for performing the application of the regional cost allocation method. Second, Stakeholders that choose not to become members of the PMC may access such information through the WestConnect regional Stakeholder process. See Section III.B of this Attachment R-PSCo. Third, the manner in which the PMC applied this methodology to allocate the costs of each economic project shall be described in the Regional Plan.

In determining which entities shall be allocated costs for economic projects, WestConnect shall compare the economic value of benefits received by an entity with the cost of the project to ensure that each entity allocated cost receives a benefit/cost ratio equal to the aggregate load-weighted benefit-to-cost ratio. These costs allocated to each company shall be calculated based on the following equation:

(1 divided by 2) times 3 equals 4

Where:

1 is the total projected present value of economic benefits for the relevant Transmission Owner
2 is the total projected present value of economic benefits for the entire project
3 is the total cost of the economic project
4 is the total cost allocated to the relevant Transmission Owner

Any Transmission Owner with benefits less than or equal to one percent of total project benefits shall be excluded from cost allocation. Where a project satisfies the B/C ratio, and is determined to provide benefits less than or equal to one percent of total project benefits to an identified Transmission Owner, such benefits will be re-allocated to all other identified beneficiaries on a pro rata basis, in relation to each entity's share of total project benefits.

3. Allocation of Costs for Public Policy Projects

Any transmission system additions that arise from Public Policy Requirements shall be included in the system models used for the WestConnect transmission system studies. Further, any additional system needs that arise from proposed public policy shall be reported by each entity for its own service territory. Decisions on the inclusion of those needs shall be made during the consideration and approval of the system models. Transmission needs driven by Public Policy Requirements will be included in the evaluation of reliability and economic projects.

Except for projects proposed through a Transmission Owner's local planning process, arising out of a local need for transmission infrastructure to satisfy Public Policy Requirements that are not submitted as projects proposed for cost allocation (which are addressed in Section II of this Attachment R-PSCo), any projects arising out of a regional need for transmission infrastructure to satisfy the Public Policy Requirements shall be considered public policy projects eligible for evaluation in the Regional Planning Process.

Stakeholders may participate in identifying regional transmission needs driven by Public Policy Requirements. After seeking the input of Stakeholders pursuant to the Stakeholder participation provisions of Section III, the PMC is to determine whether to move forward with the identification of a regional solution to a particular regional need driven by Public Policy Requirements. Stakeholders may participate in identifying a regional solution to a regional need driven by Public Policy Requirements pursuant to the Stakeholder participation provisions of Section III, or through membership on the PMC itself. After seeking the input of Stakeholders, the PMC is to determine whether to select a particular regional solution in the regional transmission plan for purposes of cost allocation. The identification of beneficiaries of these projects shall be the entities that shall access the resources enabled by the project in order to meet their Public Policy Requirements.

If an entity accesses resources that were enabled by a prior public policy project, that entity shall need to either share in its relative share of the costs of that public policy project or acquire sufficient transmission service rights to move the resources to its load with the determination left up to the entity or entities that were originally allocated the cost for the public policy project.

The costs for public policy projects shall be allocated according to the following equation:

(1 divided by 2) times 3 equals 4

Where:

1 is the number of megawatts of public policy resources enabled by the public policy project for the entity in question
2 is the total number of megawatts of public policy resources enabled by the public policy project
3 is the total project cost
4 is the cost for the public policy project allocated to the entity in question

The process to interconnect individual generation resources would be provided for under the generator interconnection section each utility's OATT and not under this process.

Requests for transmission service that originate in a member's system and terminate at the border shall be handled through that member's OATT. Regional transmission needs necessary to meet Public Policy Requirements shall be addressed through the Public Policy Requirements section of the Regional Planning Process.

The manner in which WestConnect applied this methodology to each public policy project shall be described in the Regional Transmission Plan.

4. Combination of Benefits

In developing a more efficient or cost-effective plan, it is possible for the plan to jointly consider multiple types of benefits when approving projects for inclusion in the Regional Plan. The determination to consider multiple types of benefits for a particular project shall be made through the WestConnect Stakeholder process, in which interested Stakeholders are given an opportunity to provide input as set forth in Section III of this Attachment R-PSCo. In determining whether a project would provide multiple benefits, the PMC is to categorize the benefits as (a) necessary to meet NERC Transmission Planning Reliability Standards (reliability); (b) achieving production cost savings or a reduction in reserve sharing requirements (economic); or (c) necessary to meet transmission needs driven by Public Policy Requirements, as applicable, using the methods set forth in this Attachment R-PSCo. The PMC will identify all three categories of benefits in its regional cost allocation process. If a project cannot pass the cost allocation threshold for any one of the three benefit categories, alone (reliability, economic or public policy), the sum of benefits from each benefit category may be considered.

- With respect to a reliability-driven regional transmission project, the quantified benefits of the project to each identified beneficiary must be greater, by a margin of 1.25 or more to 1, than the result of the equation identified in Section VI.B.1 above (where the result is shown as item 4 in the formula).
- With respect to an economic-driven regional transmission project, the quantified benefits of the project to each identified beneficiary must be greater than the project's cost to each beneficiary under each reasonable scenario evaluated, and must yield an average ratio of at least 1.25 to 1 under all reasonable scenarios evaluated, as described in Section VI.B.2 above.
- With respect to a Public Policy Requirements-driven regional transmission project, the quantified benefits of the project to each identified beneficiary must be greater, by a margin of 1.25 or more to 1, than the result of the equation identified in Section VI.B.3 above (where the result is shown as item 4 in the formula).

If a single regional transmission project is determined to provide benefits in more than one category, but does not meet the cost threshold for any single category, the PMC may consider the sum of benefits from each benefit category to determine if the regional transmission project provides, in total, benefits per beneficiary that meet or exceed the region's 1.25 to 1 benefit to cost ratio. To illustrate, consider the following example where a regional project developed to provide public policy requirement benefits might also provide for economic benefits to the same beneficiaries:

A regional project submittal has undergone analysis for its quantifiable benefits and costs and is determined to cost $100 million and produce benefits to identified beneficiaries in two categories: economic benefits of $101 million (on

average, under all economic scenarios quantified), and public policy requirement benefits of $70 million. The project is found to fail the cost threshold for each category, individually, but when the total benefits are combined and the project's total regional benefits per beneficiary are weighed against the project's total costs per beneficiary, the project can be found to meet or surpass the region's 1.25 to 1 benefit to cost ratio per beneficiary:

- The benefits to Beneficiary A of pursuing the regional solution (60% of the regional project's total $171 million in benefits) = $102.6 million. When $102.6 million in project benefits is compared against $60 million in project costs (60% of project costs), it yields a B/C ratio of 1.71 to 1 for Beneficiary A.

- The benefits to Beneficiary B of pursuing the regional solution (40% of the regional project's total $171 million in benefits) = $68.4 million. When $68.4 million in project benefits is compared against $40 million in project costs (40% of project costs), it yields a B/C ratio of 1.71 to 1 for Beneficiary B.

Even though the regional project does not pass the cost allocation threshold in any individual benefit category, the PMC may consider the sum of the project's benefits in all categories.

For those regional projects that satisfy the region's cost allocation threshold, the PMC then will continue its evaluation process by considering whether the regional project meets the region's identified reliability, economic and Public Policy Requirements-driven needs more efficiently or cost-effectively than solutions identified by individual transmission providers in their local transmission planning processes.

The costs for projects that rely upon multiple types of benefits to secure inclusion in the Regional Plan for purposes of cost allocation shall be shared according to the amount of cost that is justified by each type of benefits.

5. Allocation of Ownership and Capacity Rights

An Eligible Transmission Developer that is subject to the Commission's jurisdiction under Section 205 of the Federal Power Act may not recover project costs from identified beneficiaries in the WestConnect Planning Region without securing approval for project cost recovery from FERC through a separate proceeding brought by the Eligible Transmission Developer under Section 205 of the Federal Power Act. In no event will, identified beneficiaries in the WestConnect Planning Region from whom project costs are sought to be recovered under Section 205 be denied either transmission transfer capability or ownership rights proportionate to their allocated costs, as determined by FERC in such proceeding. An Eligible Transmission Developer that is not subject to the Commission's jurisdiction under Section 205 of the Federal Power Act

would have to seek cost recovery from identified beneficiaries in the WestConnect Planning Region either: (a) through bilateral agreements that are voluntarily entered into between such Eligible Transmission Developer and the applicable identified beneficiaries; or (b) by obtaining approval from FERC for project cost recovery pursuant to any other applicable section of the Federal Power Act.

If a project beneficiary receives transmission transfer capability on the project in exchange for transmission service payments, such project beneficiary may resell the transfer capability. Alternatively, a project beneficiary could seek to make a direct capital contribution to the project construction cost (in lieu of making transmission service payments) in which case the project beneficiary would instead receive an ownership percentage in proportion to their capital contribution ("Ownership Proposal"). This Ownership Proposal does not create a right of first refusal for transmission beneficiaries.

An ownership alternative will only be pursued if the Eligible Transmission Developer agrees. The Eligible Transmission Developer and the beneficiaries will enter into contract negotiations to address the many details regarding the capital funding mechanics and timing, as well as other details, such as defining (as between the Eligible Transmission Developer, whether a nonincumbent or incumbent transmission developer, and those receiving ownership interests) responsibility for operations and maintenance, administrative tasks, compliance with governing laws and regulations, etc. These negotiations will take place at arm's length, without any one party having undue leverage over the other.

A transmission project beneficiary should not be expected to pay for its benefits from the project twice: once through a capital contribution, and again through transmission service payments. The Ownership Proposal permits an ownership share in a project that is in the same proportion to a beneficiary's allocable costs, which costs will have been allocated roughly commensurate with the benefits to be gained from the project. This will allow the beneficiary to earn a return on its investment. In addition, it allows those beneficiaries that may not necessarily benefit from additional transfer capability on a new transmission project, whether due to lack of contiguity to the new facilities or otherwise, to realize the benefits through an ownership option.

Any transmission project participant that is identified as a beneficiary of the project might be permitted by the Eligible Transmission Developer to contribute capital (in lieu of transmission service payments) and receive a proportionate share of ownership rights in the transmission project. The Ownership Proposal affords an identified beneficiary who contributes toward the project costs the opportunity to obtain an ownership interest in lieu of an allocated share of the project costs through transmission service payments for transfer capability on the project; it does not, however, confer a right to invest capital in a project. The Ownership Proposal merely identifies that, to the extent it is agreed among the parties that capital may be contributed toward a transmission project's construction, a proportionate share of ownership rights will follow.

Nothing in this Attachment R-PSCo with respect to Order No. 1000 cost allocation imposes any new service on beneficiaries. Similarly, nothing in this Attachment R-PSCo with respect to Order No. 1000 cost allocation imposes on an Eligible Transmission

Developer an obligation to become a provider of transmission services to identified beneficiaries simply as a result of a project's having been selected in the Regional Plan for purposes of cost allocation; provided, however, if that Eligible Transmission Developer seeks authorization to provide transmission services to beneficiaries or others, and to charge rates or otherwise recover costs from beneficiaries or others associated with any transmission services it were to propose, it must do so by contract and/or under separate proceedings under the Federal Power Act. The purpose of this Section VI.B.5 is to (a) provide an option to a project developer to negotiate ownership rights in the project with identified beneficiaries, if both the developer and the identified beneficiaries mutually desire to do so, (b) specify that, although Order No. 1000 cost allocation does not impose any new service on beneficiaries, identified beneficiaries have the opportunity to discuss with the project developer the potential for entering into transmission service agreements for transmission capacity rights in the project, and (c) ensure that Order No. 1000 cost allocation does not mean that a project developer may recover project costs from identified beneficiaries without providing transmission transfer capability or ownership rights, and without securing approval for project cost recovery by contract and/or under a separate proceeding under the Federal Power Act.

If an Eligible Transmission Developer is not subject to FERC's jurisdiction under Section 205 of the Federal Power Act, the Eligible Transmission Developer would have to seek to recover project costs from identified beneficiaries in the WestConnect Planning Region either: (a) through bilateral agreements that are voluntarily entered into between such Eligible Transmission Developer and the applicable identified beneficiaries; or (b) by obtaining approval from FERC for project cost recovery pursuant to any other applicable section of the Federal Power Act.

6. Project Development Schedule

The WestConnect PMC will not be responsible for managing the development of any project selected for inclusion in the Regional Plan. However, after having selected a project in the Regional Plan, the PMC will monitor the status of the project's development. If a transmission facility is selected for inclusion in the Regional Plan for purposes of cost allocation, the transmission developer of that transmission facility must submit a development schedule that indicates the required steps, such as the granting of state approvals, necessary to develop and construct the transmission facility such that it meets the regional transmission needs of the WestConnect Planning Region. As part of the ongoing monitoring of the status of the transmission project once it is selected, the Transmission Owners and Providers in the WestConnect Planning Region shall establish the dates by which the required steps to construct must be achieved that are tied to when construction must begin to timely meet the need that the project is selected to address. If such required steps have not been achieved by those dates, then the Transmission Owners and Providers in the WestConnect Planning Region may remove the transmission project from the selected category and proceed with reevaluating the Regional Plan to seek an alternative solution.

7. Economic Benefits or Congestion Relief

For a transmission project wholly within the Transmission Provider's local transmission system that is undertaken for economic reasons or congestion relief at the request of a Requester, the project costs will be allocated to the Requester.

8. PSCo Rate Recovery

Notwithstanding the foregoing provisions, PSCo shall not assume cost responsibility for any transmission project if the cost of the project is not reasonably expected to be recoverable in PSCo's retail and/or wholesale transmission rates.

9. Selection of a Transmission Developer for Sponsored and Unsponsored Projects

For any project (sponsored or unsponsored) determined by the PMC to be eligible for regional cost allocation and selected in the Regional Plan for purposes of cost allocation, the PMC shall select a transmission project developer according to the processes set forth in this section, provided that selection according to those processes does not violate applicable law where the transmission facility is to be built that otherwise prescribes the entity that shall develop and build the project. Any entity that, pursuant to applicable law for the location where the facilities are to be built, shall or chooses to develop and build the project must submit a project development schedule as required by Section VI.B.6 of this Attachment R-PSCo, within the timeframe directed by the Business Practice Manual, not to exceed the time period for request for proposal responses.

For any project determined by the PMC to be eligible for regional cost allocation and selected in the Regional Plan for purposes of cost allocation, either sponsored by a transmission developer or unsponsored, that is not subject to the foregoing paragraph, the PMC shall upon posting the selected projects, issue a request for information to all Eligible Transmission Developers under Section III.D.3 of this Attachment R-PSCo soliciting their interest in developing the project(s). Each transmission developer shall respond to the request for information indicating its interest in developing the project. The PMC shall post on the WestConnect website the list of all transmission developers who responded with an expression of interest in developing the project(s). The PMC shall provide to each developer indicating interest in developing a project a request for proposals for the identified project(s) with a specified date of return for all proposals.

Each transmission developer, or partnership or joint ventures of transmission developers, shall submit information demonstrating its ability to finance, own and construct the project consistent with the guidelines for doing so set forth in the WestConnect Business Practices Manual. The PMC shall assess the submissions according to the following process and criteria:

The evaluation of the request for proposals will be at the direction of the PMC, and will involve representatives of the beneficiaries of the proposed project(s).

The evaluation will include, but not be limited to, an assessment of the following evidence and criteria.

- General qualifications of the bidding entity;
- Evidence of financing/financial creditworthiness, including
  - financing plan (sources debt and equity), including construction financing and long-term financing
  - ability to finance restoration/forced outages
  - credit ratings
  - financial statements;
- Safety program and experience;
- Project description, including
  - detailed proposed project description and route
  - design parameters
  - design life of equipment and facilities
  - description of alternative project variations;
- Development of project, including
  - experience with and current capabilities and plan for obtaining state and local licenses, permits, and approvals
  - experience with and current capabilities and plan for obtaining any federal licenses and permits
  - experience with and expertise and plan for obtaining rights of way
  - development schedule
  - development budget;
- Construction, including
  - experience with and current capabilities and plan for project construction
  - third party contractors
  - procurement plan
  - project management (cost and schedule control)
  - construction schedule
  - construction budget (including all construction and period costs;
- Operations, including
  - experience with and current capabilities and plan for project operation
  - experience with and current capabilities and plan for NERC compliance
  - security program and plan
  - storm/outage response plan
  - reliability of facilities already in operation;
- Maintenance capabilities and plans for project maintenance (including staffing, equipment, crew training, and facilities);
- Project cost to beneficiaries, including
  - total project cost (development, construction, financing, and other non-O&M costs)
  - operation and maintenance costs, including evaluation of electrical losses
  - revenue requirement, including proposed cost of equity, FERC incentives, proposed cost of debt and total revenue requirement calculation
  - present value cost of project to beneficiaries.

The PMC shall notify the developers of its determination as to which developer(s) it selected to develop the project(s) responsive to the request for proposal. The selected developer(s) must submit a project development schedule as required by Section VI.B.6 of this Attachment R-PSCo.

If the PMC determines that a sponsored or unsponsored project fails to secure a developer through the process outlined in this section, the PMC shall remove the project from the Regional Plan.

After the PMC makes a determination, it will post a document on the WestConnect website within 60 days explaining the PMC's determination in selecting a particular transmission developer for a specific transmission project. The information will explain (1) the reasons why a particular transmission developer was selected or not selected, and, if applicable, (2) the reasons why a transmission project failed to secure a transmission developer.

10. No Obligation to Construct

The Regional Planning Process is intended to determine and recommend more efficient or cost-effective transmission solutions for the WestConnect Planning Region. After the Regional Plan is approved, due to the uncertainty in the planning process and the need to address cost recovery issues, the Regional Planning Process shall not obligate any entity to construct, nor obligate any entity to commit to construct, any facilities, including any transmission facilities, regardless of whether such facilities are included in any plan. Nothing in this Attachment R or the Planning Participation Agreement or any cost allocation under the Business Practice Manual or the Planning Participation Agreement will (1) determine any transmission service to be received by, or any transmission usage by, any entity, (2) obligate any entity to purchase or pay for, or obligate any entity to commit to purchase or pay for, any transmission service or usage, or (3) entitle any entity to recover for any transmission service or usage or to recover from any entity any cost of any transmission facilities, regardless of whether such transmission facilities are included in any plan. Without limiting the generality of the foregoing, nothing in this Attachment R, the Business Practice Manual or the Planning Participation Agreement with respect to an Order No. 1000 cost allocation shall preclude WestConnect or any other entity from carrying out any of its statutory authorities or complying with any of its statutory obligations.

11. Binding Order No. 1000 Cost Allocation Methods

Order No. 1000 cost allocation methods as set forth in Section VI of this Attachment R-PSCo are binding on identified beneficiaries enrolled in the WestConnect Planning Region, without prejudice to the following rights and obligations: (1) the right of a CTO, at its sole discretion, to decide whether to accept regional cost allocation in accordance with Section III.J; (2) the right and obligation of the PMC to reevaluate a transmission facility previously selected for inclusion in the regional plan for purposes of Order No. 1000 cost allocation under Section III.K of this Attachment R-PSCo; (3) the right and

obligation of an Eligible Transmission Developer to make a filing under Section 205 or other applicable provision of the Federal Power Act in order to seek approval from the Commission to recover the costs of any transmission facility selected for inclusion in the regional plan for purposes of Order No. 1000 cost allocation; (4) the right and obligation of any interested person to intervene and be heard before the Commission in any Section 205 or other applicable provision proceeding initiated by an Eligible Transmission Developer, including the right of any identified beneficiaries of the transmission facility to support or protest the filing and to present evidence on whether the proposed cost recovery is or is not just and reasonable; and (5) the right and obligation of the Commission to act under Section 205 or other applicable provisions of the Federal Power Act to approve or deny any cost recovery sought by an Eligible Transmission Developer for a transmission facility selected in the regional plan for purposes of Order No. 1000 cost allocation.[8]

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Note 8: An Eligible Transmission Developer may not be subject to the Commission's Section 205 jurisdiction. See Section VI.B.5. If an Eligible Transmission Developer is not subject to FERC's jurisdiction under Section 205 of the Federal Power Act, the Eligible Transmission Developer would have to seek to recover project costs from identified beneficiaries in the WestConnect Planning Region either: (a) through bilateral agreements that are voluntarily entered into between such Eligible Transmission Developer and the applicable identified beneficiaries; or (b) by obtaining approval from the Commission for project cost recovery pursuant to any other applicable section of the Federal Power Act.

12. Impacts of a Regional Project on Neighboring Planning Regions

The PMC is to study the impact(s) of a regional transmission project on neighboring planning regions, including the resulting need, if any, for mitigation measures in such neighboring planning regions. If the PMC finds that a regional transmission project in the WestConnect Planning Region causes impacts on a neighboring planning region that requires mitigation (a) by the WECC Path Rating Process, (b) under FERC OATT requirements, (c) under NERC Reliability Standards requirements, and/or (d) under any negotiated arrangement between the interconnected entities, the PMC is to include the costs of any such mitigation measures into the regional transmission project's total project costs for purposes of determining the project's eligibility for regional cost allocation under the procedures identified in Section VI.B of this Attachment R-PSCo, including application of the region's benefits-to-costs analysis.

The WestConnect Planning Region will not be responsible for compensating a neighboring planning region, Transmission Provider, Transmission Owner, Balancing Area Authority, or any other entity, for the costs of any required mitigation measures, or other consequences, on their systems associated with a regional transmission project in the WestConnect Planning Region, whether identified by the PMC or the neighboring system(s). The PMC does not direct the construction of transmission facilities, does not operate transmission facilities or provide transmission services, and does not charge or collect revenues for the performance of any transmission or other services. Therefore, in agreeing to study the impacts of a regional transmission facility on neighboring planning regions, the PMC is not agreeing to bear the costs of any mitigation measures it identifies. However, the PMC will request of any developer of a regional transmission project selected in the Regional Plan for purposes of cost allocation that the developer

design and build its project to mitigate the project's identified impacts on neighboring planning regions. If the project is identified as impacting a neighboring planning region that accords less favorable mitigation treatment to the WestConnect Planning Region than the WestConnect Planning Region accords to it, the PMC will request that the project developer reciprocate by using the lesser of (i) the neighboring region's mitigation treatment applicable to the mitigation of impacts of its own regional projects on the WestConnect Planning Region, or (ii) the PMC's mitigation treatment set forth above in sub-sections (a) through (d).

13. Exclusions

The cost for transmission projects undertaken in connection with requests for generation interconnection or transmission service on the PSCo transmission system, which are governed by existing cost allocation methods within the OATT, shall continue to be so governed and shall not be subject to the principles of this Section VI.

As provided in Section 13.5 (Transmission Customer Obligations for Facility Additions and Redispatch Costs), Section 27 (Compensation for New Facilities and Redispatch Costs) and Section 31.2 (New Network Loads Connected with the Transmission Provider) of the OATT, and the Transmission Customer's individual service agreement (if applicable), the Transmission Customer or requester shall be responsible for the installed cost of all new load serving interconnections or upgrades to existing load serving interconnections.

More information regarding this direct cost assignment provision of the Xcel Energy load interconnection cost allocation policy is available by accessing the link in the PSCo Attachment R Hyperlinks List posted on the PSCo OASIS [www.oatioasis.com/PSCO/].

In the event of an inconsistency between this Attachment R-PSCo and the Xcel Energy load interconnection cost allocation policy, this Attachment R-PSCo shall control.

VII. Interregional Planning

This Part VII of Attachment R-PSCo sets forth common provisions, which are to be adopted by or for each Planning Region and which facilitate the implementation of Order 1000 interregional provisions. WestConnect is to conduct the activities and processes set forth in this Part VII of this part of Attachment R-PSCo in accordance with the provisions of this Part VII of this part of Attachment R-PSCo and the other provisions of this Attachment R-PSCo.

Nothing in this part will preclude any transmission owner or transmission provider from taking any action it deems necessary or appropriate with respect to any transmission facilities it needs to comply with any local, state, or federal requirements.

Any Interregional Cost Allocation regarding any ITP (as defined herein) is solely for the purpose of developing information to be used in the regional planning process of each Relevant Planning Region, including the regional cost allocation process and methodologies of each such Relevant Planning Region.

References in this Part VII to any transmission planning processes, including cost allocations, are references to transmission planning processes pursuant to Order 1000.

A. Definitions

The following capitalized terms where used in this Part VII of Attachment R-PSCo, are defined as follows:

Annual Interregional Coordination Meeting: shall have the meaning set forth in Section VII.C below.

Annual Interregional Information: shall have the meaning set forth in Section VII.B below.

Interregional Cost Allocation: means the assignment of ITP costs between or among Planning Regions as described in Section VII.E.2 below.

Interregional Transmission Project ("ITP"): means a proposed new transmission project that would directly interconnect electrically to existing or planned transmission facilities in two or more Planning Regions and that is submitted into the regional transmission planning processes of all such Planning Regions in accordance with Section VII.D.1.

Order 1000 Common Interregional Coordination and Cost Allocation Tariff Language: means this Part VII, which relates to Order 1000 interregional provisions.

Planning Region: means each of the following Order 1000 transmission planning regions insofar as they are within the Western Interconnection: California Independent System Operator Corporation, ColumbiaGrid, Northern Tier Transmission Group, and WestConnect.

Relevant Planning Regions: means, with respect to an ITP, the Planning Regions that would directly interconnect electrically with such ITP, unless and until such time as a Relevant Planning Region determines that such ITP will not meet any of its regional transmission needs in accordance with Section VII.D.2, at which time it shall no longer be considered a Relevant Planning Region.

B. Annual Interregional Information Exchange

Annually, prior to the Annual Interregional Coordination Meeting, WestConnect is to make available by posting on its website or otherwise provide to each of the other Planning Regions the following information, to the extent such information is available in its regional transmission planning process, relating to regional transmission needs in WestConnect's transmission planning region and potential solutions thereto:

(i) study plan or underlying information that would typically be included in a study plan, such as:

(a) identification of base cases;

(b) planning study assumptions; and

(c) study methodologies;

(ii) initial study reports (or system assessments); and

(iii) regional transmission plan

(collectively referred to as "Annual Interregional Information").

WestConnect is to post its Annual Interregional Information on its website according to its regional transmission planning process. Each other Planning Region may use in its regional transmission planning process WestConnect's Annual Interregional Information. WestConnect may use in its regional transmission planning process Annual Interregional Information provided by other Planning Regions.

WestConnect is not required to make available or otherwise provide to any other Planning Region (i) any information not developed by WestConnect in the ordinary course of its regional transmission planning process, (ii) any Annual Interregional Information to be provided by any other Planning Region with respect to such other Planning Region, or (iii) any information if WestConnect reasonably determines that making such information available or otherwise providing such information would constitute a violation of the Commission's Standards of Conduct or any other legal requirement. Annual Interregional Information made available or otherwise provided by WestConnect shall be subject to applicable confidentiality and CEII restrictions and other applicable laws, under WestConnect's regional transmission planning process. Any Annual Interregional Information made available or otherwise provided by WestConnect shall be "AS IS" and any reliance by the receiving Planning Region on such Annual Interregional Information is at its own risk, without warranty and without any liability of

WestConnect, including any liability for (a) any errors or omissions in such Annual Interregional Information, or (b) any delay or failure to provide such Annual Interregional Information.

C. Annual Interregional Coordination Meeting

WestConnect is to participate in an Annual Interregional Coordination Meeting with the other Planning Regions. WestConnect is to host the Annual Interregional Coordination Meeting in turn with the other Planning Regions, and is to seek to convene such meeting in February, but not later than March 31st. The Annual Interregional Coordination Meeting is to be open to stakeholders. WestConnect is to provide notice of the meeting to its stakeholders in accordance with its regional transmission planning process.

At the Annual Interregional Coordination Meeting, topics discussed may include the following:

(i) each Planning Region's most recent Annual Interregional Information (to the extent it is not confidential or protected by CEII or other legal restrictions);

(ii) identification and preliminary discussion of interregional solutions, including conceptual solutions, that may meet regional transmission needs in each of two or more Planning Regions more cost effectively or efficiently; and

(iii) updates of the status of ITPs being evaluated or previously included in WestConnect's regional transmission plan.

D. ITP Joint Evaluation Process

1. Submission Requirements

A proponent of an ITP may seek to have its ITP jointly evaluated by the Relevant Planning Regions pursuant to Section VII.D.2 by submitting the ITP into the regional transmission planning process of each Relevant Planning Region in accordance with such Relevant Planning Region's regional transmission planning process and no later than March 31st of any even-numbered calendar year. Such proponent of an ITP seeking to connect to a transmission facility owned by multiple transmission owners in more than one Planning Region must submit the ITP to each such Planning Region in accordance with such Planning Region's regional transmission planning process. In addition to satisfying each Relevant Planning Region's information requirements, the proponent of an ITP must include with its submittal to each Relevant Planning Region a list of all Planning Regions to which the ITP is being submitted.

2. Joint Evaluation of an ITP

For each ITP that meets the requirements of Section VII.D.1, WestConnect (if it is a Relevant Planning Region) is to participate in a joint evaluation by the Relevant Planning Regions that is to commence in the calendar year of the ITP's submittal in accordance with Section VII.D.1 or the immediately following calendar year. With respect to any such ITP, WestConnect (if it is a Relevant Planning Region) is to confer with the other Relevant Planning Region(s) regarding the following:

(i) ITP data and projected ITP costs; and

(ii) the study assumptions and methodologies it is to use in evaluating the ITP pursuant to its regional transmission planning process.

For each ITP that meets the requirements of Section VII.D.1, WestConnect (if it is a Relevant Planning Region):

(a) is to seek to resolve any differences it has with the other Relevant Planning Regions relating to the ITP or to information specific to other Relevant Planning Regions insofar as such differences may affect WestConnect's evaluation of the ITP;

(b) is to provide stakeholders an opportunity to participate in WestConnect's activities under this Section VII.D.2 in accordance with its regional transmission planning process;

(c) is to notify the other Relevant Planning Regions if WestConnect determines that the ITP will not meet any of its regional transmission needs; thereafter WestConnect has no obligation under this Section VII.D.2 to participate in the joint evaluation of the ITP; and

(d) is to determine under its regional transmission planning process if such ITP is a more cost effective or efficient solution to one or more of WestConnect's regional transmission needs.

E. Interregional Cost Allocation Process

1. Submission Requirements

For any ITP that has been properly submitted in each Relevant Planning Region's regional transmission planning process in accordance with Section VII.D.1, a proponent of such ITP may also request Interregional Cost Allocation by requesting such cost allocation from WestConnect and each other Relevant Planning Region in accordance with its regional transmission planning process. The proponent of an ITP must include with its submittal to each Relevant Planning Region a list of all Planning Regions in which Interregional Cost Allocation is being requested.

2. Interregional Cost Allocation Process

For each ITP that meets the requirements of Section VII.E.1, WestConnect (if it is a Relevant Planning Region) is to confer with or notify, as appropriate, any other Relevant Planning Region(s) regarding the following:

(i) assumptions and inputs to be used by each Relevant Planning Region for purposes of determining benefits in accordance with its regional cost allocation methodology, as applied to ITPs;

(ii) WestConnect's regional benefits stated in dollars resulting from the ITP, if any; and

(iii) assignment of projected costs of the ITP (subject to potential reassignment of projected costs pursuant to Section VII.F.2 below) to each Relevant Planning Region using the methodology described in this Section VII.E.2.

For each ITP that meets the requirements of Section VII.E.1, WestConnect (if it is a Relevant Planning Region):

(a) is to seek to resolve with the other Relevant Planning Regions any differences relating to ITP data or to information specific to other Relevant Planning Regions insofar as such differences may affect WestConnect's analysis;

(b) is to provide stakeholders an opportunity to participate in WestConnect's activities under this Section VII.E.2 in accordance with its regional transmission planning process;

(c) is to determine its regional benefits, stated in dollars, resulting from an ITP; in making such determination of its regional benefits in WestConnect, WestConnect is to use its regional cost allocation methodology, as applied to ITPs;

(d) is to calculate its assigned *pro rata* share of the projected costs of the ITP, stated in a specific dollar amount, equal to its share of the total benefits identified by the Relevant Planning Regions multiplied by the projected costs of the ITP;

(e) is to share with the other Relevant Planning Regions information regarding what its regional cost allocation would be if it were to select the ITP in its regional transmission plan for purposes of Interregional Cost Allocation; WestConnect may use such information to identify its total share of the projected costs of the ITP to be assigned to WestConnect in order to determine whether the ITP is a more cost effective or efficient solution to a transmission need in WestConnect;

(f) is to determine whether to select the ITP in its regional transmission plan for purposes of Interregional Cost Allocation, based on its regional transmission planning process; and

(g) is to endeavor to perform its Interregional Cost Allocation activities pursuant to this Section VII.E.2 in the same general time frame as its joint evaluation activities pursuant to Section VII.D.2.

F. Application of Regional Cost Allocation Methodology to Selected ITP

1. Selection by All Relevant Planning Regions

If WestConnect (if it is a Relevant Planning Region) and all of the other Relevant Planning Regions select an ITP in their respective regional transmission plans for purposes of Interregional Cost Allocation, WestConnect is to apply its regional cost allocation methodology to the projected costs of the ITP assigned to it under Section VII.E.2(d) or VII.E.2(e) above in accordance with its regional cost allocation methodology, as applied to ITPs.

2. Selection by at Least Two but Fewer than All Relevant Regions

If WestConnect (if it is a Relevant Planning Region) and at least one, but fewer than all, of the other Relevant Planning Regions select the ITP in their respective regional transmission plans for purposes of Interregional Cost Allocation, WestConnect is to evaluate (or reevaluate, as the case may be) pursuant to Sections VII.E.2(d), VII.E.2(e), and VII.E.2(f) above whether, without the participation of the non-selecting Relevant Planning Region(s), the ITP is selected (or remains selected, as the case may be) in its regional transmission plan for purposes for Interregional Cost Allocation. Such reevaluation(s) are to be repeated as many times as necessary until the number of selecting Relevant Planning Regions does not change with such reevaluation.

If following such evaluation (or reevaluation), the number of selecting Relevant Planning Regions does not change and the ITP remains selected for purposes of Interregional Cost Allocation in the respective regional transmission plans of WestConnect and at least one other Relevant Planning Region, WestConnect is to apply its regional cost allocation methodology to the projected costs of the ITP assigned to it under Sections VII.E.2(d) or VII.E.2(e) above in accordance with its regional cost allocation methodology, as applied to ITPs.

VIII. Recovery of Planning Costs

PSCo's costs associated with the Regional Planning Process, including WestConnect's participation in interregional planning under Part VII, shall be recovered through existing rate structures. The costs for any local economic planning study beyond the three priority local economic planning studies funded by PSCo shall be paid for by the Requester of those studies, as set forth in Section II.D.6. Any costs incurred by Stakeholders for their participation in the PSCo local planning processes shall be borne by those Stakeholders.

For the costs of studies associated with specific wholesale delivery point requests by NITS or PTP customers taking service under the OATT, the requesting customer shall be responsible for the actual costs of such studies. The customer shall pay the full estimated cost prior to PSCo beginning the study, and PSCo shall either refund any over-collection or bill any under-collection after completion of the study.

For the costs for any special study requested by a Stakeholder, the Stakeholder shall be responsible for the actual costs of the study. The Stakeholder shall pay to PSCo the full estimated cost prior to PSCo beginning the study, and PSCo shall either refund any over-collection or bill any under-collection after completion of the study.

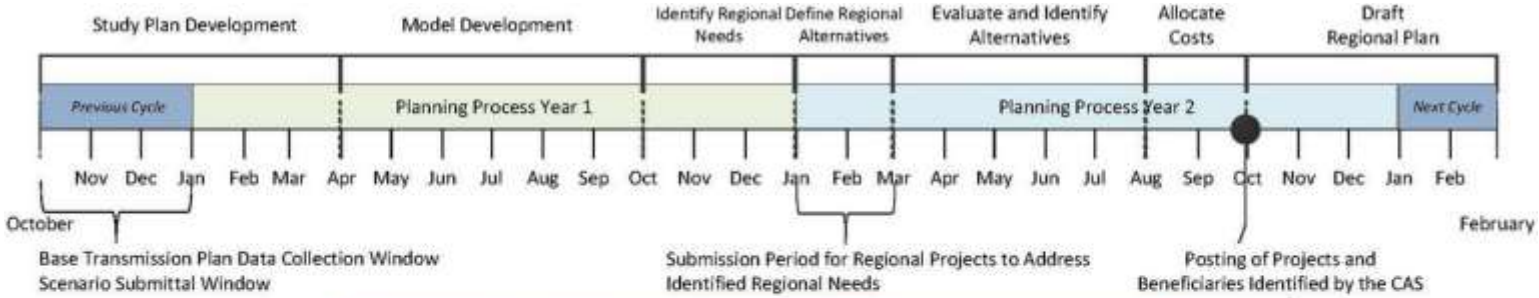
PSCo recovers its system planning costs in multiple ways. Transmission planning costs are recovered in part under Attachment O-PSCo to the OATT, grandfathered transmission contracts, Colorado retail base rates, and a Colorado retail Transmission Cost Adjustment Rider. The costs of PSCo's participation in the Regional Planning Process will be included both retail and wholesale transmission rates, as appropriate. Each of these means of cost recovery is described below.

PSCo's OATT has approved rates for transmission service, which are derived under a formula methodology that is updated annually. Within the costs included in PSCo's transmission formula rate are both transmission plant and O&M expenses. Planning activities that are performed for the construction of specific transmission facilities in service are capitalized as transmission plant. General planning cost activities, such as interregional and regional planning (WECC and WestConnect), are recorded as O&M expenses. Therefore, a portion of the transmission planning costs is recovered through the administration of transmission service via the OATT.

PSCo also provides service under a few grandfathered transmission contracts with transmission charges approved by FERC. These transmission charges reflect the recovery of that portion of the Company's planning costs that was included in the transmission plant and O&M expenses in the test year used to establish these charges.

PSCo has retail rates approved by the Colorado Public Utilities Commission, which include a transmission expense (both Plant and O&M). Planning activities that are performed for the construction of specific transmission facilities that go into service are capitalized as transmission plant. General planning cost activities, such as interregional and regional planning (WECC and WestConnect), are recorded as O&M expenses. The Company applies a jurisdictional split between retail and wholesale when developing a transmission revenues requirement for setting retail rates. Thus, the revenues collected under the OATT are not included in retail rates.

The Colorado Public Utilities Commission has approved a Transmission Cost Adjustment ("TCA") that is applicable to new transmission plant in service that is not already in retail rates. The TCA recovery includes transmission planning expenses associated with specific new transmission plant in service. The TCA recovery mechanism applies to PSCo retail customers only.



Regional Planning Process Activity	Activity Timeframe
Stakeholder meetings	WestConnect will hold open stakeholder meetings on at least a semi-annual basis, or as needed and noticed by the PMC with 30 days advance notice, to update stakeholders about its progress in developing the Regional Plan and to solicit input regarding material matters of process related to the regional transmission plan.
Base transmission plan data collection window	The PS will initiate development of the base transmission plan no later than Quarter 8 of the previous biennial planning cycle and in conjunction with initiating the development of the Regional Study Plan. The submittal window for projects to be considered as part of the base transmission plan will be noticed a minimum of 15 days before the window opens, and the submittal window will stay open for a minimum of 30 days.
Scenario submittal window	A scenario submittal window will open when the development of the Regional Study Plan commences and no later than Quarter 8 of the previous biennial planning cycle. The scenario submittal window will be noticed a minimum of 15 days before the window opens, and the submittal window will stay open for a minimum of 30 days.
Identification of regional needs	Identified regional needs will be posted to the WestConnect website no later than close of Quarter 4 of the first year of the biennial cycle.
Submission Period for Regional Projects to Address Identified Regional Needs	For consideration in the current planning cycle, projects must be submitted following the posting of identified regional needs to the WestConnect website, and must occur before the end of Quarter 5 of the biennial planning cycle. Any project submitted after this date will be considered in the next subsequent planning cycle.

ATTACHMENT S

Reserved For Future Use

ATTACHMENT T

Form of Service Agreement For Balancing Authority Ancillary Services Applicable to the Public Service Company of Colorado (PSCo) System

1.0 This Balancing Authority Ancillary Services Agreement ("Agreement") is entered into as of the date provided below by and between Public Service Company of Colorado ("Service Provider" or "BA Operator"), and _____ _____ ("Ancillary Service Customer"), each of whom may be referred to individually as "Party" or jointly as "Parties".

2.0 Service Provider has established Part IV to its Open Access Transmission Tariff (Tariff) to provide Balancing Authority Services to ancillary service customers located within Service Provider's Balancing Authority Area. Service Provider has determined that the Ancillary Service Customer is subject to the benefit of certain ancillary services and requirements due to the presence of its generation or loads in the Service Provider's Balancing Authority Area. The Ancillary Service Customer, in turn, acknowledges that it is subject to the attached Specifications for Balancing Authority Area Ancillary Services, as applicable.

3.0 The Ancillary Service Customer agrees to supply to the BA Operator information reasonably necessary in accordance with Good Utility Practice, as defined in the Tariff, applicable North American Electric Reliability Corporation (NERC) or Western Electricity Coordinating Council (WECC) reliability standards, and Part IV of the Tariff.

4.0 This Agreement shall become effective [insert date], 20__, and shall remain in effect for an initial term of one (1) year. Thereafter, the term of this Agreement shall automatically renew and remain in full force and effect for additional one-year terms unless terminated by written notice from either Party. Either Party may terminate specific services provided under the Agreement upon delivery of a written notice to the other Party, at any time by demonstrating that the Ancillary Service Customer is self-supplying the service or is no longer taking such service from the Service Provider. The Parties' obligations with respect to such matters as the final settlement of accounts, shall survive the termination of this Agreement.

5.0 The Service Provider agrees to provide and the Ancillary Service Customer agrees to take and pay for Balancing Authority services detailed in Attachment T-1 in accordance with the Tariff and this Agreement. This Agreement in no way obligates Service Provider to provide any other Tariff service to the Balancing Authority Area Customer. The Ancillary Service Customer may request such other services under the Tariff, and will be subject to the Tariff for such other services.

6.0 Service Provider's Tariff, including the Tariff's applicable Ancillary Service provisions and associated Schedules, as presently constituted or as they may be revised or superseded, are made a part of this Agreement, as applicable.

7.0 Service Provider may unilaterally revise charges set forth under this Agreement pursuant to applicable Federal laws, regulations and policies upon applicable written notice to the Ancillary Service Customer.

8.0 Any notice or request made to or by either Party regarding this Agreement, shall be made to the representative of the other Party as indicated below:

Service Provider:

Public Service Company of Colorado
Attn: Transmission Account Representative
18201 West 10th Avenue
Golden, CO 80401

Ancillary Service Customer:

_____
_____
_____

9.0 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized representatives.

Service Provider:

By:

_____	_____	_____
Name	Title	Date

Ancillary Service Customer:

By:

_____	_____	_____
Name	Title	Date

Attachment T-1

Specification of Balancing Authority Services and Requirements

1.0 Term of Transaction:

Start Date:

This Service Agreement shall be in effect until terminated as provided in Section 4.0 of this Agreement.

2.0 Specification of the ancillary services and requirements herein does not supersede any other agreement(s) entered into by the Parties. Check items that apply:

___ Scheduling, System Control, and Dispatch Service: Schedule 1.

___ Reactive Supply and Voltage Control Service: Schedule 2.

___ Regulation and Frequency Response Service: Schedule 3.

___ Energy Imbalance Service: Service Provider Schedule 4.

___ Operating Reserves – Spinning Reserve Service: Schedule 5.

___ Operating Reserves – Supplemental Reserve Service: Schedule 6.

___ Generator Imbalance Service: Schedule 9.

___ Real Power Losses.

___ Flex Reserve: Schedule 16.

3.0 Ancillary Services Customer will indicate the ancillary service(s) that shall be self-provided and a brief description of the method(s) used for self-provision. Check items that apply:

___ Reactive Supply and Voltage Control Service: Schedule 2.
Description:

___ Regulation and Frequency Response Service: Schedule 3.
Description:

___ Energy Imbalance Service: Schedule 4.
Description:

___ Operating Reserves – Spinning Reserve Service: Schedule 5.
Description:

___ Operating Reserves – Supplemental Reserve Service: Schedule 6.
Description:

___ Generator Imbalance Service: Rate Schedule 9.
Description:

___ Flex Reserve Service: Schedule 16.
Description:

___ Real Power Losses.
Description:

4.0 Designated Meters

The Ancillary Services Customer will be charged monthly for ancillary services based on the items checked above, based on the Ancillary Services Customer's billing demand for such month recorded on the following meter(s) or other mutually agreed upon method as specified in this Service Agreement.

Meter Name	Meter ID Number

ATTACHMENT U

Form of Service Agreement For Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

[Insert Interconnection Customer Name]

Dated as of _____, 20__

Version 0.0.2

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This TRANSMISSION TO LOAD INTERCONNECTION AGREEMENT ("Interconnection Agreement") is dated as of this ___ day of [insert month], 20__, between **[insert]**, hereinafter called "Interconnection Customer", and Northern States Power Company, a Minnesota corporation ("NSPM") and Northern States Power Company, a Wisconsin corporation ("NSPW"), hereinafter jointly called "NSP" or "Transmission Provider". For purposes of this Interconnection Agreement, "Party" shall mean Interconnection Customer or Transmission Provider, and "Parties" shall mean Interconnection Customer and Transmission Provider.

RECITALS

0.01 **WHEREAS,** NSPM and NSPW are, *inter alia*, investor owned electric utilities engaged in the business of generating, transmitting, distributing, and selling electric power and energy and related services in the States of Minnesota, North Dakota, South Dakota, Wisconsin and Michigan subject to, *inter alia*, the jurisdiction of the Federal Energy Regulatory Commission ("FERC"); and

0.02 **WHEREAS**, NSPM and NSPW operate an integrated electric transmission system ("NSP System" or "Transmission Provider's Transmission System") pursuant to the "Restated Agreement to Coordinate Planning and Operations and Interchange Power and Energy" between NSPM and NSPW ("Interchange Agreement"); and

0.03 **WHEREAS**, Transmission Provider has filed and the FERC has accepted the Xcel Energy Operating Companies Open Access Transmission Tariff ("Tariff"), as amended or supplemented from time to time, through which interconnection service to Interconnection Customer is to be provided; and

0.04 **WHEREAS,** Interconnection Customer is a **[insert entity description]** and owns and operates load serving electric distribution [and generation] facilities in the State of **[insert]**; and

0.05 **WHEREAS,** Interconnection Customer desires interconnection service at the Interconnection Customer's Interconnection Facilities; and

0.06 **WHEREAS**, the Parties agree to execute this Interconnection Agreement to provide the terms and conditions for interconnection of Interconnection Customer's facilities with Transmission Provider's electrical system and to define the continuing rights, responsibilities, and obligations of the Parties with respect to the use of certain of their own and the other Party's property, assets, and facilities; and

0.07 **WHEREAS**, the Parties desire to avail themselves of mutual benefits of coordinating the development and operations of their respective systems with respect to the Interconnection Facilities.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Rules of Construction

Capitalized terms used in this Interconnection Agreement shall have the meanings set forth above, in this Article I, or as set forth in the Tariff, whether in the singular or the plural or in the present or past tense. Other terms used in this Interconnection Agreement but not so defined shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

Section 1.02 Good Faith and Fair Dealing

The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Interconnection Agreement. Unless expressly provided otherwise in this Interconnection Agreement or in the Tariff, (a) where the consent, approval, or similar action is required by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed; and (b) wherever a Party has the right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

Section 1.03 General Provisions

The Parties recognize and agree that this Interconnection Agreement is entered into pursuant to and in accordance with NSP's obligations as a Transmission Provider under the Tariff and that NSP is acting in such capacity in entering into this Interconnection Agreement.

(a) In the event Interconnection Customer enters into any agreements with NSP or an Affiliate that are not in NSP's capacity as a Transmission Provider under the Tariff (*e.g.*, power purchase or retail service agreements), the Parties acknowledge and agree that such agreements shall be deemed to be separate and free-standing contracts that do not alter the terms of this Interconnection Agreement except to the extent specified therein.

(b) This Interconnection Agreement shall not be construed to create any rights between Interconnection Customer and Transmission Provider for any purpose other than providing Interconnection Service for the facilities described herein. Specifically, this Interconnection Agreement does not provide Interconnection Customer with any transmission, ancillary or other services under the Tariff.

(c) This Interconnection Agreement shall apply to interconnections of load and distribution systems, including, as applicable, generation resources (i) used to serve load which are interconnected to Interconnection Customer's distribution facilities and (ii) located on Interconnection Customer's side of the Point of Interconnection to the Transmission Provider's Transmission System. This Interconnection Agreement shall not apply to interconnections which materially support the transmission of electricity across Transmission Provider's Transmission System. The determination of whether this Interconnection Agreement applies to an interconnection request shall be made by Transmission Provider, in its sole reasonable discretion, on a comparable and non-discriminatory basis in accordance with Good Utility Practice.

(d) Except to the extent precluded by an Emergency, Force Majeure, Forced Outage or compliance with Applicable Law (including for the avoidance of doubt those necessary to comply with Reliability

Standards), Transmission Provider shall reasonably consult with Interconnection Customer, and as appropriate negotiate an amendment to this Agreement, whenever (i) Transmission Provider requires Interconnection Customer to add, modify or improve its facilities that are the subject of this Interconnection Agreement; or (ii) Transmission Provider requires Interconnection Customer to change its operation standards or practices, or operation of facilities that are the subject of this Interconnection Agreement, including curtailment procedures or practices. The requirements set forth in (i) and (ii) in the preceding sentence shall be applied on a comparable, just and reasonable and non-discriminatory basis in accordance with Good Utility Practice, as applicable, and Attachment U-1, as applicable.

(e) Any costs allocated to Interconnection Customer by Transmission Provider under this Agreement shall be in accordance with Attachment U-1 of the Tariff.

Section 1.04 Definitions

"Affiliate" shall have the meaning set forth in Section 1.1 of the Tariff.

"Applicable Law" 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 a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

"Attachment U-1" shall mean the Attachment to the Tariff known as the "Cost Allocation Procedures for Load Interconnections" or "Cost Allocation Procedures" which provides the interconnection request procedures and cost allocation methodology and standards applicable to this Interconnection Agreement.

"Balancing Area" shall mean an electric power system or combination of electric power systems bounded by interconnection metering and telemetering to which a common generation control scheme is applied in order to: (a) match the power output of generation resources within the electric power system(s) and energy delivered from or to entities outside the electric power system(s), with the load within the electric power system(s); (b) maintain scheduled interchange with other Balancing Areas, within the limits of Good Utility Practice; and (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of the NERC and the MRO.

"Balancing Area Operator" shall mean the entity with responsibility for operating and controlling generation and loads affecting Transmission Provider's transmission system. The Balancing Area Operator for the NSP System is the Midwest ISO, or its successor.

"Current Transformer" or "CT" shall mean a current transformer intended for metering, protective, or control purposes and designed to have its primary winding connected in series with a circuit carrying the current to be measured or controlled. A current transformer normally reduces current magnitudes to levels which can be handled by control, protection, and metering equipment.

"Effective Date" shall have the meaning set forth in Section 3.01.

"Emergency" shall mean a condition or situation that in the reasonable good faith determination of the affected Party based on Good Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property or the environment.

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

"Financing Party" shall have the meaning set forth in Section 15.01(c).

"Force Majeure" shall have the meaning set forth in Section 10.1 of the Tariff.

"Forced Outage" shall mean in the case of Interconnection Customer's distribution system, taking the distribution system, in whole or in part, out of service by reason of an Emergency or Network Security condition, unanticipated failure or other cause beyond the reasonable control of Interconnection Customer, when such removal from service was not scheduled in accordance with Section 5.02; and, in the case of Transmission Provider taking its transmission system, in whole or in part, out of service by reason of an Emergency or Network Security Condition, unanticipated failure, or other cause beyond the reasonable control of NSP when such removal from service was not scheduled in accordance with Section 5.02.

"Good Utility Practice" shall have the meaning set forth in Article 1 of the Tariff.

"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 that 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 or any Affiliate thereof.

"Indemnified Party" shall have the meaning set forth in Section 14.02.

"Indemnifying Party" shall have the meaning set forth in Section 14.02.

"Initial Period" shall have the meaning set forth in Section 3.01.

"Interconnection Customer Interconnection Facilities" shall mean the equipment owned by Interconnection Customer for purposes of interconnecting to the Transmission Provider Interconnection Facilities, including but not limited to the substation, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment and any replacement or additional equipment that Interconnection Customer may install due to equipment failure or to meet changed industry standards and all related instrument transformers, substation and physical structures, all transmission facilities required to access the Point of Interconnection, and Interconnection Customer's metering, relays, electric energy collection network, and generation control equipment. The Interconnection Customer Interconnection Facilities are identified and described in Appendix A.

"Interconnection Facilities" shall mean the Interconnection Customer Interconnection Facilities and Transmission Provider Interconnection Facilities, collectively, as described in Appendix A.

"Interconnection Guidelines" shall mean *Xcel Energy's Interconnection Guidelines For Transmission Interconnected Customer Loads*, as they may be revised from time to time by Transmission Provider and posted on Transmission Provider's website (www.xcelenergy.com), the provisions of which shall apply to the Parties as set forth in this Interconnection Agreement.

"Interconnection Service" shall mean the service Transmission Provider will provide to Interconnection Customer to interconnect the Interconnection Customer Interconnection Facilities to the Transmission Provider's electric system (such facilities being described more fully in Appendix A), and the ongoing operations and maintenance of such facilities.

"Local Balancing Area Operator" or "LBA" shall mean the entity with responsibility for operating and controlling local generation and loads affecting Transmission Provider's transmission system, subject

to the authority of the Balancing Area Operator. The Local Balancing Area Operator is the NSP Control Center or its successor.

"Meter Data Management Agent" or "MDMA" shall mean the entity designated by the Interconnection Customer through the execution of any necessary agreements to do so that provides meter data to the Transmission Provider and/or to MISO (as "Transmission Provider" as that term is defined in the MISO Tariff), whichever is applicable.

"Metering Device(s)" shall mean all meters, current and potential transformers, RTU, and data processing equipment used to measure, record, or transmit data relating to the electric power and energy output from, or input to, the Interconnection Customer, as identified in Appendix A. The Metering Point shall be separately identified from the Point of Interconnection.

"MISO" or "Midwest ISO" shall mean the Midwest Independent Transmission System Operator, Inc. or its successor organization.

"MISO Tariff" shall mean MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff in effect from time to time, as accepted for filing by FERC.

"MRO" shall mean the Midwest Reliability Organization, Inc., or its successor organization.

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

"Network Security" shall mean the ability of the NSP System to withstand sudden disturbances such as unforeseen conditions, electric short circuits or unanticipated loss of system elements.

"Network Upgrade" shall mean the additions, modifications, and upgrades to the NSP System at or beyond the Point of Interconnection.

"NSP Control Center," or "NSPCC," shall mean the NSP Transmission Control Center(s), as identified in Appendix B, responsible for operation of the NSP System, including the Transmission Provider Interconnection Facilities.

"Other Party Group" shall have the meaning set forth in Section 13.01(e).

"Planned Outage" shall mean action by (a) Interconnection Customer to take its equipment, facilities or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02, or (b) Transmission Provider to take its equipment, facilities and systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02.

"Point of Interconnection" shall mean the physical point or points at which the Interconnection Customer Interconnection Facilities interconnect with the Transmission Provider Interconnection Facilities, as depicted in Appendix A.

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

"Reliability Standards" shall mean mandatory reliability standards adopted by NERC or MRO and approved by FERC, as amended from time to time, applicable to the facilities owned, and/or operated by Interconnection Customer and Transmission Provider, respectively.

"Remote Terminal Unit" or "RTU" shall mean a device installed at a substation or generation facility, and at the NSPCC, and is used to provide communication for remote control and indication of substation or generation facility equipment from the NSPCC.

"SCADA" shall have the meaning set forth in Section 4.09.

"State Regulatory Commission" shall mean the state regulatory agency with jurisdiction over (a) the retail electric rates and tariffs of NSPM or NSPW where the Point of Interconnection is located, and (b) determination of need or siting for new transmission facilities.

"System Protection Facilities" shall mean the equipment required to protect (a) the Transmission Provider's electric system, the systems of others directly or indirectly interconnected with the Transmission Provider's electric system, and the Transmission Provider's customers from faults occurring on the Interconnection Customer's side of the Point of Interconnection, and (b) Interconnection Customer from faults occurring on the Transmission Provider's electric system or on the systems of others to which the Transmission Provider's electric system is directly or indirectly interconnected.

"Tariff" or "OATT" shall mean the Xcel Energy Operating Companies Open Access Transmission Tariff on file with FERC, as amended from time to time.

"Term" shall mean the period of time during which this Interconnection Agreement shall remain in force and effect.

"TOA" or "Transmission Owners Agreement" shall mean the Agreement of Transmission Facilities Owner to Organize the Midwest Independent Transmission System Operator, Inc. accepted by FERC Order dated September 16, 1998, as amended from time to time and accepted for filing by FERC.

"Transmission Provider Interconnection Facilities" shall mean those facilities owned by the Transmission Provider necessary to establish a physical interconnection between Transmission Provider's existing electric system and the Interconnection Customer Interconnection Facilities at the Point of Interconnection, including but not limited to switches, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment, and any replacement or additional equipment that Transmission Provider may install due to equipment failure or to meet changed industry standards. The Transmission Provider Interconnection Facilities are identified and described in Appendix A. Transmission Provider Interconnection Facilities shall not include Network Upgrades.

"Voltage Transformer" or "VT" shall mean a transformer intended for metering, protective, or control purposes and designed to have its primary winding connected either between the primary conductors to be measured or between a conductor and ground. A voltage transformer normally reduces voltage magnitudes to levels which can be handled by control, protection, and metering equipment. The historic term for a VT is potential transformer.

ARTICLE II
SCOPE

Section 2.01 Scope of Interconnection Agreement

(a) General. Transmission Provider shall provide Interconnection Service to Interconnection Customer as provided herein. This Agreement supersedes any prior interconnection agreement(s) between the Parties through which the Interconnection Customer's Interconnection Facilities were interconnected to Transmission Provider's electrical system. However, unless listed, any other agreements or schedules under which services are or may be provided shall remain in force. Specifically, this Interconnection Agreement supersedes the following agreement(s) as of the Effective Date: [**insert agreement name(s), as applicable**].

(b) Limited Scope of Interconnection Agreement. This Interconnection Agreement sets forth the terms and conditions of Interconnection Service provided by Transmission Provider to Interconnection Customer. Although the Transmission Provider intends this Interconnection Agreement to be a service agreement under the Tariff, the establishment of Interconnection Service under this Interconnection Agreement does not in itself entitle Interconnection Customer to receive any services under the Tariff other than the Interconnection Service, as provided for herein. Any other services that Interconnection Customer may require, such as transmission service, must be separately arranged under the Tariff or MISO Tariff in accordance with the terms and conditions of such tariff, and paid for by Interconnection Customer or other user of such services.

(c) Other Arrangements. Interconnection Customer is responsible for making arrangements for the power supply of its load requirements and delivery of capacity and energy to its system. The establishment of an interconnection under this Interconnection Agreement does not in itself entitle Interconnection Customer to obtain any services from the Transmission Provider that may be subject to the jurisdiction of FERC, or the State Regulatory Commission; Interconnection Customer must arrange for any such services in accordance with the applicable provider's tariff or service requirements.

Section 2.02 Facilities Served. The scope of the Interconnection Service provided hereunder is based on Interconnection Customer's description of its facilities (including the Interconnection Customer Interconnection Facilities), and Transmission Provider's description of its facilities (including the Transmission Provider Interconnection Facilities), as set forth in Appendix A.

ARTICLE III
TERMS AND TERMINATION

Section 3.01 Term. This Interconnection Agreement shall become effective on the first day of the first month after being executed by the Parties, unless the Parties shall provide otherwise, or if filed unexecuted, upon the date specified by FERC ("Effective Date"). Unless terminated earlier in accordance with Section 3.02 below, this Interconnection Agreement shall remain in effect for an initial period of ten (10) years from the Effective Date ("Initial Period"), and from year to year thereafter, but shall be subject to termination by either Party at the end of the Initial Period or on any anniversary date thereof by such Party giving written notice of its intention to terminate not less than twelve (12) months prior to the end of the Initial Period and/or anniversary date.

In the event either Party provides notice of termination of this Interconnection Agreement under this Section 3.01, and Interconnection Customer still requires interconnection service to serve loads on its distribution system, the Parties shall use commercially Reasonable Efforts to negotiate a replacement interconnection agreement. If Interconnection Customer no longer requires interconnection service, upon termination of this Interconnection Agreement, Transmission Provider may, at its sole discretion and at Interconnection Customer's expense, permanently disconnect or remove the Transmission Provider Interconnection Facilities, provided such expense is just and reasonable and not unduly discriminatory.

Section 3.02 Early Termination. Notwithstanding the term specified in Section 3.01, this Interconnection Agreement may be terminated early in the following circumstances: (a) by mutual agreement among the Parties; or (b) by either Party in the event of any material breach of this Interconnection Agreement by the other Party, provided, such termination shall be subject to FERC approval as set forth in Section 15.03 of this Interconnection Agreement.

The Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising out of an early termination under this Section 3.02. In the event of a Dispute regarding the early termination fee, either Party may request dispute resolution pursuant to the procedures in Article XVI.

Section 3.03 Survival. Certain provisions of this Interconnection Agreement shall continue in effect after termination of this Interconnection Agreement to give full effect to its terms. Such provisions include, but are not necessarily limited to, those relating to early termination, Interconnection Customer's payment for installation, operation, and maintenance of the Interconnection Customer's Interconnection Facilities, and, as applicable, to provide for disconnection of the Interconnection Customer's Interconnection Facilities from Transmission Provider's electric system, final billings and adjustments related to the period prior to termination, a Party's right to terminate, indemnification, and payment of any money due and owing to either Party pursuant to this Interconnection Agreement.

ARTICLE IV
OWNERSHIP, CONSTRUCTION, OPERATION AND MAINTENANCE

Section 4.01 Summary Description. Appendix A, which is attached hereto and made a part hereof, provides a description of Interconnection Customer's electrical facilities and distribution system, including the Interconnection Customer Interconnection Facilities, Transmission Provider's electrical facilities and transmission system, including the Transmission Provider Interconnection Facilities, and the Point of Interconnection.

Section 4.02 Interconnection Customer Interconnection Facilities and System Protection Facilities. Interconnection Customer shall at Interconnection Customer's sole expense design, construct, operate, maintain and own in accordance with applicable laws, rules and regulations, the Tariff, and Good Utility Practice, the Interconnection Customer Interconnection Facilities as described in Appendix A. Further Interconnection Customer shall operate the Interconnection Customer Interconnection Facilities in a manner that protects the Transmission Provider's electric system and the Transmission Provider Interconnection Facilities from transients, faults, and other operating contingencies occurring at or caused by the Interconnection Customer.

Design and specification of System Protection Facilities including, protective relaying, alarming, fault recording, control, dVAR controller, metering, and related systems for substations, high voltage switch gear and transformers shall be subject to the Transmission Provider's review and approval, which approval shall not be unreasonably withheld or delayed. All System Protection Facilities must be in compliance with applicable laws, rules and regulations, Good Utility Practice and the requirements set forth in this Interconnection Agreement.

Interconnection Customer may be required to install, operate and maintain facilities and equipment required for Transmission Provider to comply with applicable frequency-based, voltage-based and manual load shedding obligations established by Reliability Standards or the Balancing Area Operator. Transmission Provider shall require Interconnection Customer to install such facilities or equipment only to the extent it imposes comparable obligations on Transmission Provider's native load customers.

Section 4.03 Transmission Provider's Interconnection Facilities. Transmission Provider shall design, construct, operate, maintain, and own in accordance with applicable laws, rules and regulations, the Tariff, Good Utility Practice and the Interconnection Guidelines, the Transmission Provider Interconnection Facilities shown on Appendix A, and shall operate such facilities in a manner that protects the Interconnection Customer's electric system, including the Interconnection Customer Interconnection Facilities, from transients, faults, and other operating contingencies. The costs associated with Transmission Provider's Interconnection Facilities required to provide service to Interconnection Customer may be allocated to Interconnection Customer in accordance with Attachment U-1 to the Tariff.

Transmission Provider represents that to the best of its knowledge, the Interconnection Facilities, as of the Effective Date and described in Appendix A, are sufficient to permit interconnection of the Interconnection Customer Interconnection Facilities with the Transmission Provider Interconnection Facilities without additional equipment and in accordance with applicable Tariff interconnection requirements. Further Transmission Provider will support the design and adequacy of the Interconnection Facilities as described in Appendix A before any regulatory body having approval authority over the Interconnection Facilities.

Section 4.04 Network Upgrades. Transmission Provider shall plan, design, procure, construct, own, operate and maintain any Network Upgrades determined to be needed by Transmission Provider in accordance with Good Utility Practice, the Tariff and this Interconnection Agreement. The costs associated with Network Upgrades required to provide service to Interconnection Customer may be allocated to Interconnection Customer in accordance with Attachment U-1 to the Tariff.

Section 4.05 Modifications to Interconnection Facilities.

(a) Either Party may undertake modifications to its respective Interconnection Facilities which shall be designed, constructed and operated in accordance with this Interconnection Agreement and Good Utility Practice; provided however, if (1) Interconnection Customer proposes (i) to make any change or modification to the configuration or operation of the Interconnection Customer Interconnection Facilities which may impact Transmission Provider's Transmission System, including the Transmission Provider Interconnection Facilities, (ii) to add a new Point of Interconnection, or (iii) to eliminate a Point of Interconnection (except when this Interconnection Agreement is terminated); or (2) Transmission Provider proposes to make any change or modification to the configuration or operation of the Transmission Provider Interconnection Facilities which may impact the Interconnection Customer Interconnection Facilities, (i) the Party proposing the change shall provide sufficient notice and information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to the commencement of any work, and (ii) the Parties shall negotiate, in good faith, an amendment to this Interconnection Agreement as may be necessary to address the proposed change.

(1) Information provided under Section 4.05(a) may be designated by a Party to be Confidential Information hereunder, including, but not be limited to, information concerning the timing of such modification and how such modifications are expected to impact the other Party's system. Unless a shorter period of time is appropriate for a Party to respond to an Emergency, or comply with Reliability Standards or Applicable Law, the Party desiring to perform such work shall provide the relevant drawings, plans and specifications to the other Party at least ninety (90) 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.

(2) In the event the Parties are unable to agree to appropriate amendments or modifications to this Interconnection Agreement pursuant to Section 4.05(a), the Transmission Provider will unilaterally file, on a timely basis, with FERC an amendment to this Interconnection Agreement.

(3) The Parties' agreement to add a new Point of Interconnection shall be documented pursuant to Appendix C and Appendix E. The Parties' agreement to modify or remove a Point of Interconnection shall be documented pursuant to Appendix D and Appendix E; provided however, such documentation for removal of a Point of Interconnection is not necessary when this Interconnection Agreement is terminated pursuant to Section 3.02 or Article XV.

(b) To the extent Interconnection Customer is the Party modifying its interconnection facilities, Interconnection Customer shall be responsible for the costs of any additions, modifications or replacements that may be necessary to maintain or upgrade Interconnection Customer Interconnection Facilities consistent with applicable laws, rules and regulations, the Tariff, Good Utility Practice, and the Interconnection Guidelines. Interconnection Customer shall own any modifications to the Interconnection Customer Interconnection Facilities.

(c) In the event the Transmission Provider designs and constructs new or additional Transmission Provider Interconnection Facilities or upgrades, improvements or other modifications to existing Transmission Provider Interconnection Facilities that result in those facilities qualifying as Network Upgrades (such facilities shall be treated as Network Upgrades for purposes of cost assignment), then Interconnection Customer shall not be responsible for the cost of such facilities or modifications.

Section 4.06 Ownership of Transmission Provider Interconnection Facilities and Network Upgrades. As a general rule, Transmission Provider shall own, design, construct, operate and maintain the Transmission Provider Interconnection Facilities and Network Upgrades, including facilities that are the subject of Sections 4.03 through 4.07. The Parties acknowledge and agree that there may be circumstances where alternative ownership arrangements for such facilities (*e.g.*, ownership by the Interconnection Customer) may be warranted if mutually agreed and in accordance with Good Utility Practice, just and reasonable, and not unduly discriminatory or preferential. To determine the appropriateness of using an alternative ownership arrangement, the Parties may consider factors such as: (i) state and federal legal requirements, including applicable rights of first refusal; (ii) achieving the lowest reasonable cost; (iii) the effect of tax liabilities and payment of such liabilities; (iv) the relationship of the Transmission Provider Interconnection Facilities and/or Network Upgrades to other facilities owned by the Transmission Provider or Interconnection Customer; (v) the ability of the Transmission Provider or Interconnection Customer to own, operate and maintain the Transmission Provider Interconnection Facilities and/or Network Upgrades in accordance with Applicable Law and Reliability Standards; (vi) the purpose of the Transmission Provider Interconnection Facilities and/or Network Upgrades with consideration to who will benefit from such facilities; and (vii) whether the Party possesses adequate insurance to hold harmless the other Party and any third party from any claim, penalty, damage, liability or injury associated with such facilities. Should the Parties disagree on entering into an alternative ownership arrangement, and/or the terms and conditions of the alternative ownership arrangement, either Party shall have the right to unilaterally make applications to FERC under the Federal Power Act to seek resolution of such disagreement.

Alternative ownership and other arrangements may be provided for in the Interconnection Agreement or Appendix C or Appendix D supplemental agreement. Nothing herein shall waive Parties' rights or entitlements under Applicable Law.

Section 4.07 Construction The Parties agree construction-related activities shall not commence until (1) the conditions set forth in Section 4.05 and/or Attachment U-1 have been satisfied, (2) all necessary federal, state, local and regulatory permits, permissions or approvals have been obtained, and (3) the Parties have agreed to a final construction schedule.

Section 4.08 Reliability Standards. Interconnection Customer shall be responsible for compliance with all Reliability Standards applicable to Interconnection Customer's electrical system; and Transmission Provider shall be responsible for compliance with all Reliability Standards applicable to its

transmission system. Each Party shall be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

Section 4.09 Interconnection Guidelines. The Interconnection Guidelines provide additional and more detailed standards for designing, testing, studying, constructing, operating, maintaining and interconnecting at the Point of Interconnection. Transmission Provider shall develop or promulgate the Interconnection Guidelines, including any updates, changes or modifications thereto, in accordance with Good Utility Practice. The Interconnection Guidelines include, among other things, power factor requirements, supervisory control and data acquisition ("SCADA") equipment requirements, and metering requirements.

Interconnection Customer will comply with the Interconnection Guidelines, as appropriate, for (i) any new point(s) of interconnection requested by Interconnection Customer on or after the Effective Date; (ii) any existing point(s) of interconnection materially modified after the Effective Date; and (iii) if the MISO market registration is changed; provided, however, Interconnection Customer is not required to comply with the Interconnection Guidelines for any Point(s) of Interconnection established pursuant to a prior interconnection agreement among the Parties, where no material modification was needed to the Point of Interconnection as a result of entering into this Agreement. After consultation with Interconnection Customer pursuant to Section 1.03(d), Transmission Provider will determine if there has been a material modification and such determination shall be done so in accordance with Good Utility Practice, and on a comparable, non-discriminatory basis Except when Interconnection Customer is excused from complying with the Interconnection Guidelines, failure by Transmission Provider or Interconnection Customer to fulfill its obligations under the Interconnection Guidelines may be a material breach of this Interconnection Agreement.

Should a conflict develop between the Interconnection Guidelines and FERC rules, the Tariff or applicable Reliability Standards, the Parties agree to abide by the FERC rules, Tariff or Reliability Standards until Transmission Provider modifies the Interconnection Guidelines to remove such conflict. The Parties shall use the Dispute Resolution procedures set forth in Article XVI to resolve any disagreements regarding the interpretation, application or implementation of the Interconnection Guidelines.

Section 4.10 Power Factor. Unless prevented by circumstances beyond Interconnection Customer's control, including Forced Outages, Interconnection Customer shall have sufficient power factor control equipment (such as capacitors) installed to maintain at minimum a 95-percent lagging or leading power factor at the Point of Interconnection for those loads greater than 1 MW. Interconnection Customer shall maintain the aforesaid requirement during peak load periods and avoid leading power factor during light load conditions. Over time, it is the intention of the Parties that Interconnection Customer and Transmission Provider's load serving function will improve their respective power factor to a 98-percent lagging to leading power factor for those aggregated loads greater than 5 MWs. The power factor will be determined based on the MWh and MVARh flows during the monthly peak hour interval measured at each point of metering as follows: Power Factor = MWh/sqrt(MWh^2 + MVARh^2). With mutual agreement, reactive power support may be considered at an adjacent point of interconnection provided the substation is in electrically close proximity, in which case, the MWh and MVARh flows for each transformer may be combined for the purposes of compliance with this Section 4.10.

In the event Interconnection Customer has an aggregated load of over 1 MW but does not have sufficient power factor control equipment (such as capacitors) installed, to maintain at a minimum a 95-percent lagging or leading power factor at the Point of Interconnection, Interconnection Customer within thirty (30)

days after written notice from Transmission Provider of such deficiency shall correct the deficiency or provide Transmission Provider with a written commitment to correct the deficiency. In the event Interconnection Customer makes a written commitment to add power factor control equipment (such as capacitors), Interconnection Customer shall exert commercially reasonable efforts to expeditiously bring such equipment into service and to complete installation within one (1) year from the initial notice or within such other time established by mutual agreement between the Parties. If the additional capacitors are not installed within the allowed time and Transmission Provider installs or has installed power factor control equipment on the Transmission System, Transmission Provider may bill Interconnection Customer a facilities fee based upon Transmission Provider's capital installation cost of an equivalent amount of power factor control equipment.

Section 4.11 Meter Data Management. Interconnection Customer shall have the right to select any entity, including itself, to be the MDMA that provides meter data to MISO; provided, however, that such entity has the necessary and appropriate qualifications to be an MDMA and provide meter data to MISO. Should the Parties mutually agree that Transmission Provider shall serve as the MDMA for Interconnection Customer, the rate for MDMA services shall be as set forth in the Tariff.

Section 4.12 Access. Appropriate representatives of each Party shall at all reasonable times; including weekends and nights, and with three (3) business days prior notice, have access to the other Party's facilities, to take readings and to perform all inspections, maintenance, service, and operational reviews as may be appropriate or necessary to facilitate the performance of this Interconnection Agreement. While on the other Party's premises, each Party's representatives shall announce their presence and observe such safety precautions as may be required and shall conduct themselves in a manner that will not interfere with the other Party's operations.

Section 4.13 Right of Installation. Each Party will make available suitable space for installation by the other Party of necessary equipment, apparatus and devices required for the performance of this Interconnection Agreement.

Section 4.14 Right of Removal. Any and all equipment, apparatus and devices caused to be placed or installed by one Party on, or in, the premises of the other Party shall be and remain the property of the Party owning such equipment, apparatus and devices regardless of the mode or manner of annexation or attachment to the premises. All foundations for all equipment shall be removed completely from the premises or to a lesser degree if an agreement for the lesser degree is reached between the Parties at the time. Notwithstanding the forgoing, in lieu of removal, the Parties reserve the right to sell any and all equipment, apparatus and devices that are attached to the premises. Once the aforesaid equipment is removed, the Parties will update Appendix A to reflect the removal.

Section 4.15 Transfer of Control or Sale of Facilities. In any sale or transfer of control of the Interconnection Customer's Interconnection Facilities, Interconnection Customer shall as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the obligations of Interconnection Customer with respect to this Interconnection Agreement or to enter into an agreement with Transmission Provider imposing on the acquiring party or transferee the same obligations applicable to Interconnection Customer pursuant to this Section 4.15.

ARTICLE V
OUTAGES AND COORDINATION

Section 5.01 Disconnection.

(a) Except when there is an Emergency, Forced Outage, Force Majeure and/or to comply with Applicable Law, including Reliability Standards, the Parties shall reasonably consult each other prior to disconnecting facilities.

(b) If at any time, the Transmission Provider observes any protective equipment which appears to have been changed other than pursuant to Section 4.05 and/or Attachment U-1, or failed, Transmission Provider shall have the right, if Transmission Provider determines that such change may have a material adverse impact on the safety or reliability of Transmission Provider's electric system consistent with Good Utility Practice, to disconnect Interconnection Customer's electric system from Transmission Provider's electric system, provided Transmission Provider first provides commercially reasonable notice to Interconnection Customer. Transmission Provider may require, at Interconnection Customer's expense (subject to Attachment U-1), a new calibration and activation test of Interconnection Customer's protective equipment after such equipment has been corrected or repaired.

Section 5.02 Outages. In accordance with Good Utility Practice, each Party may, in close cooperation with the other, remove from service its system elements that may impact the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good faith efforts to schedule such removal on a date mutually acceptable to both Parties, in accordance with Good Utility Practice.

In the event of a Forced Outage of a system element of the Interconnection Customer's electric system adversely affecting the Transmission Provider's facilities or electric system, Interconnection Customer will use Good Utility Practice to promptly restore that system element to service. In the event of a Forced Outage of a system element of the Transmission Provider's electric system adversely affecting the Interconnection Customer's facilities or electric system, the Transmission Provider will use Good Utility Practice to promptly restore that system element to service.

In the event of a Planned Outage of a system element of Interconnection Customer's electric system adversely affecting Transmission Provider's facilities or electric system, Interconnection Customer will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the planned outage. In the event of a Planned Outage of a system element of the Transmission Provider's electric system adversely affecting Interconnection Customer's facilities or electric system, Transmission Provider will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the planned outage.

Section 5.03 Outage Reporting. The Parties shall comply with all current Transmission Provider, and MISO reporting requirements, as they may be revised from time to time, and as they apply to the Interconnection Customer or Transmission Provider. When a Forced Outage occurs that affects the Interconnection Customer Interconnection Facilities or impacts Interconnection Customer's electrical system such that there is an adverse impact to the Point of Interconnection, Interconnection Customer shall notify the NSP Control Center of the existence, nature, and expected duration of the Forced Outage as soon as practical, but in no event later than one (1) hour after the Forced Outage occurs. Interconnection Customer shall immediately inform the NSP Control Center of changes in the expected duration of the Forced Outage unless relieved of this obligation by the NSP Control Center for the duration of each Forced Outage. When a Forced Outage occurs that affects the Transmission Provider Interconnection Facilities or impacts Transmission Provider's transmission system such that there is an

adverse impact to the Point of Interconnection, Transmission Provider shall notify Interconnection Customer of the existence, nature, and expected duration of the Forced Outage as soon as practical.

Section 5.04 Switching and Tagging Rules. The Parties shall abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations on equipment. Transmission Provider shall notify Interconnection Customer of Transmission Provider's switching and tagging rules, and provide periodic updates of such rules as they may change from time to time. Interconnection Customer shall establish switching and tagging rules for Interconnection Customer Interconnection Facilities, and shall provide such rules to the Transmission Provider.

Section 5.05 Coordination. If a Party's interconnection facilities are subject to MISO's functional control, the Parties will coordinate with the applicable functional directives from MISO.

In all other circumstances:

(a) Electrical system operation shall be coordinated between Interconnection Customer and Transmission Provider, including the coordination of equipment outages, voltage levels, real and reactive power flow monitoring, and switching operations, which affect the Balancing Area or LBA, as required by the Tariff and this Interconnection Agreement.

(b) If either Interconnection Customer or Transmission Provider operations are causing a condition on the interconnected electrical network where line loadings, equipment loadings, voltage levels or reactive flow significantly deviate from normal operating limits or can be expected to exceed emergency limits following a contingency, and reliability of the bulk power supply is threatened, the LBA, or Transmission Provider shall take immediate steps and make Reasonable Efforts to relieve, correct or control the condition. These steps include notifying other affected electric utility systems and MISO, as applicable, adjusting generation, changing schedules between Balancing Areas, initiating load relief measures, and taking such other reasonable action as may be required. Electrical equipment is to be operated within its normal rating established by the owning Party except for temporary conditions after a contingency has occurred.

(c) If either Interconnection Customer or Transmission Provider changes the normal operation of its system at a Point of Interconnection, the Parties shall consider any resulting benefits or adverse impacts to the reliability or transfer capability of the interconnected network for purposes of determining any applicable adjustments to the Parties' respective system usage rights and responsibilities.

(d) The Parties shall cooperate to supply, as applicable, MISO required information, including but not limited to, calculation of available flowgate or transmission capacity determination and for security constrained economic dispatching purposes.

(e) Each Party shall notify the Other as soon as practicable whenever:

(1) Problems with a Point of Interconnection are detected that could result in mis-operation of interconnection protection or other interconnection equipment;

(2) The interconnection is opened by protective relay action;

(3) Interconnection equipment problems occur and result in an outage to a portion of Transmission Provider's electric system;

(4) A Party intends to initiate switching to close the interconnection; or,

(5) A Party intends to initiate switching to open the interconnection.

Section 5.06 Emergency. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

(a) In the event Interconnection Customer has identified an Emergency involving the Transmission Provider Interconnection Facilities, Interconnection Customer shall obtain the consent of Transmission Provider personnel prior to manually performing any switching operations unless immediate action is essential to protecting the safety of individuals or against extreme damage to property.

(b) Transmission Provider may, consistent with Good Utility Practice, take whatever actions or inactions the Transmission Provider deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Transmission Provider's electric system, including the Transmission Provider Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Interconnection Customer Interconnection Facilities.

(c) Interconnection Customer may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the Interconnection Customer Interconnection Facilities Interconnection Customer deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Interconnection Customer Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on Transmission Provider's electric system.

(d) Transmission Provider shall provide Interconnection Customer with prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect Interconnection Customer's operations, to the extent the Transmission Provider is aware of the Emergency. Interconnection Customer shall provide the Transmission Provider with prompt oral or electronic notification under the circumstances of an Emergency which may reasonably be expected to affect the Transmission Provider's electric system, to the extent Interconnection Customer is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such oral or electronic notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.

(e) To the extent a system Emergency exists on Transmission Provider transmission system, and Transmission Provider, Balancing Area Operator, or Reliability Coordinator determines it is necessary for the Transmission Provider and Interconnection Customer to shed load, the Parties shall shed load in accordance with the Tariff.

ARTICLE VI
SAFETY

Section 6.01 Safety Standards. The Parties agree that all work performed under this Interconnection Agreement shall be performed in accordance with all applicable laws, regulations, rules, standards, practices and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's premises, the Party performing work shall also abide by the safety, or other access rules applicable to those premises.

Each Party shall be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

ARTICLE VII
ENVIRONMENTAL CONSIDERATIONS

Section 7.01 Environmental Considerations. Each Party will remain responsible for compliance with any and all environmental laws applicable to its own respective property, facilities, and operations. Each Party shall promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party and shall promptly furnish to the other Party copies of any reports filed with any governmental agencies addressing such events.

The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party shall be responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by environmental laws. Advance written notification (except in emergency situations, in which verbal, followed by written notification, shall be provided as soon as practicable) shall be provided by any Party performing any remediation or abatement activity on the property or facilities of the other Party, or which may adversely impact the property, facilities, or operations of, the other Party. Except in an Emergency, such remediation or abatement activity shall be performed only with the consent of the Party owning the affected property or facilities. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports or filings required by law or regulation.

ARTICLE VIII
FORCE MAJEURE

Section 8.01 Effect of Declaring Force Majeure. Except for the obligation to make any payments under this Interconnection Agreement, neither Party shall be considered to be in default or breach of this Interconnection Agreement or liable in damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Interconnection Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, neither Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Interconnection Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party's delay or failure to perform or carry out its duties and obligations under this Interconnection Agreement.

Section 8.02 Procedures for Declaring Force Majeure. A Party claiming Force Majeure must:

(a) Give written notice to the other Party of the occurrence of a Force Majeure as soon as practicable;

(b) Use Reasonable Efforts to resume performance or the provision of service hereunder as soon as practicable;

(c) Take all commercially reasonable actions to correct or cure the Force Majeure;

(d) Exercise all Reasonable Efforts to mitigate or limit damages to the other Party; except that neither party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and

(e) Provide written notice to the non-declaring Party, as soon as practicable, of the cessation of the adverse effect of the Force Majeure on its ability to perform its obligations under this Interconnection Agreement.

ARTICLE IX
BILLING AND PAYMENT

Section 9.01 Billing Procedure. Transmission Provider shall bill Interconnection Customer for the actual costs incurred under this Interconnection Agreement consistent with the procedures set forth in Article 7 of the Tariff. Payment of an invoice shall not relieve the paying Party from any responsibilities or obligations it has under this Interconnection Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.

Section 9.02 Interest on Unpaid Balances. Interest on any unpaid amounts that are past due (including amounts placed in escrow) shall be calculated in accordance with Article 7 of the Tariff.

Section 9.03 Billing Disputes. If all or part of any bill is disputed by a Party, that Party shall promptly pay the amount that is not disputed, provide the other Party a reasonably detailed written explanation of the basis for the dispute, and request the commencement of dispute resolution pursuant to Article XVI of this Interconnection Agreement. When the amount in dispute is equal to or greater than one million dollars ($1,000,000), the disputed amount shall be paid into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution. If the amount in dispute is less than one million dollars ($1,000,000), the disputing Party may withhold the disputed amount or pay the disputed amount into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution. The Parties may elect, but are not required, to agree to Alternative Dispute Resolution, including arbitration. Neither Party shall be responsible for the other Party's cost of collecting amounts due under this Interconnection Agreement, including attorney's fees.

ARTICLE X
NOTICES

Section 10.01 Notices. Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties as set forth in Appendix B. In addition to the obligations set forth in the preceding sentence, a Party providing notice, demand, request or communication pursuant to this Section may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email. Any Party may update that portion of Appendix B that pertains to such Party's address by giving written notice to the other Parties of such change at any time.

ARTICLE XI
REGULATION AND MODIFICATION OF RATES

Section 11.01 Regulation. This Interconnection Agreement is subject to the jurisdiction of the FERC.

Section 11.02 Modification. Transmission Provider reserves its rights under Section 205 of the Federal Power Act to unilaterally make applications to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service the Transmission Provider provides under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction. Interconnection Customer reserves its rights under Section 206 of the Federal Power Act to unilaterally make application to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service provided under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction.

ARTICLE XII
ASSIGNMENT

Section 12.01 Successors and Assigns. This Interconnection Agreement shall be binding upon the respective Parties, their successors and permitted assigns, on and after the Effective Date hereof.

Section 12.02 Assignment Restrictions. This Interconnection Agreement may be assigned by either Party only with the written consent of the other; provided, however, that either Party may assign this Interconnection 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 Interconnection Agreement; and provided further that Interconnection Customer shall have the right to assign this Interconnection Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing, provided that Interconnection Customer promptly notifies Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article XII 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). Any attempted assignment that violates this Article XII is void and ineffective. Any assignment under this Interconnection Agreement 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 requested, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE XIII
INSURANCE

Section 13.01 Applicability. If Interconnection Customer is a municipality, city, county, town, public authority or other political subdivision that qualifies for statutory limitations on liability under Applicable Law, Interconnection Customer shall procure and maintain, at its own expense, insurance coverages in accordance with the requirements set forth in Appendix F. In all other circumstances, Interconnection Customer shall comply with the requirements set forth in Section 13.02.

Section 13.02 Insurance. Each Party shall, at its own expense, maintain in force until this Interconnection Agreement is terminated and until released by the other Party, the following insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

(a) Employer's 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.

(b) 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.

(c) Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

(d) Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of ten million dollars ($10,000,000) per occurrence/ ten million dollars ($10,000,000) aggregate.

(e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Interconnection Agreement against the Other Party Group and provide thirty (30) calendar days advance written notice to the Other Party Group prior to the anniversary date of cancellation or any material change in coverage or condition.

(f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies shall apply to such extent without consideration for other policies separately carried. Each Party shall be responsible for its respective deductibles or retentions.

(g) 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 Interconnection Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

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

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

(j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of subsections (a)-(h) of this Section 13.01 to the extent the Party maintains a

self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements set forth in subsections (a)-(h) of this Section 13.01. For any period of time that a Party's senior secured debt is unrated by Standard and Poor's, such Party shall comply with the insurance requirements set forth in subsections (a)–(i) of this Section 13.01. In the event that a Party is permitted to self-insure pursuant to this Article XIII, 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 this Section 13.01(j).

(k) The Parties agree to report to each other in writing as soon as practicable all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Interconnection Agreement.

(l) In the event Interconnection Customer is a municipality or other governmental entity, Interconnection Customer will be subject to the insurance coverage obligations set forth in Appendix F in lieu of the insurance obligations set forth in this Section 13.02.

ARTICLE XIV
CONSEQUENTIAL DAMAGES, INDEMNITY AND RISK OF LOSS

Section 14.01 Waiver of Consequential Damages. In no event shall one Party, its governing board members, officers, employees or agents be liable to the other Party under this Interconnection Agreement from any cause howsoever arising in contract, tort or otherwise for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made; 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, punitive, exemplary or consequential damages hereunder.

Section 14.02 Indemnity. Each Party shall at all times indemnify, defend and hold harmless the other Party, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, 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 ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party. Nothing in this Section 14.02 shall relieve the Transmission Provider or Interconnection Customer of any liability to the other for any breach of this Interconnection Agreement.

(a) If an Indemnified Party is entitled to indemnification under this Section 14.02 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed, to assume the defense of such claim, the 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.

(b) If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Section 14.02, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's loss net of any insurance or other recovery.

(c) 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 in this Section 14.02 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect the Indemnifying Party's obligation to indemnify the Indemnified Party unless such failure or delay is materially prejudicial to the Indemnifying Party.

(d) In the event Indemnifying Party is a municipality or other governmental entity, Indemnifying Party will be subject to the indemnification obligations set forth in Appendix F in lieu of the indemnification obligations set forth in this Section 14.02.

Section 14.03 Risk of Loss. Except under situations of negligence, gross negligence, or intentional wrong-doing by the other Party, each Party shall have the full risk of loss for its own property and material, and each Party shall (subject to Article XIII) obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party shall require its property insurer to waive the right of subrogation. Each Party shall have title and risk of loss for those materials or capital equipment purchased for its ownership by the other Party as an authorized agent under this Interconnection Agreement confirmed by written confirmation and approval of supplier, specifications, equipment warranty, delivery and installation arrangements (the principal being entitled to any sales tax exemptions). All such equipment and materials will be inspected by the purchasing agent Party upon delivery and damaged or nonconforming equipment or materials will be rejected and returned to the seller upon consultation and agreement with the Party for whom the equipment was purchased.

ARTICLE XV
DEFAULT AND TERMINATION

Section 15.01 Default by Interconnection Customer.

(a) In the event the Interconnection Customer fails, for any reason other than a billing dispute as described in Section 9.03, to make payment to Transmission Provider on or before the due date as described herein, and such failure of payment is not cured within thirty (30) calendar days after Transmission Provider notifies Interconnection Customer of such failure, a default by the Interconnection Customer shall be deemed to exist.

In the event of an uncured default by Interconnection Customer for nonpayment, except when nonpayment is the subject of a billing dispute as provided in Section 9.03, Transmission Provider may initiate a proceeding with the FERC to terminate service but shall not terminate service until the FERC so approves any such request. In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider will continue to provide service under this Interconnection Agreement as long as the Interconnection Customer (1) continues to make all payments not in dispute, and (2) subjection to Section 9.03, pays 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 provide notice to the Interconnection Customer of its intention to suspend service in accordance with the Tariff or FERC policy.

(b) Interconnection Customer shall also be in default if it materially breaches any other provision of this Interconnection Agreement, and fails to cure any such breach within thirty (30) days after written notice by Transmission Provider of the existence and nature of such alleged breach.

(c) If Interconnection Customer assigns its interests under this Interconnection Agreement to a bank, lender or other financial institution for purposes of obtaining financing ("Financing Party"), and Interconnection Customer notifies Transmission Provider of this assignment and the information necessary for Transmission Provider to contact Financing Party, then Transmission Provider shall also

notify Financing Party of any breach or default by Interconnection Customer under this Interconnection Agreement at the same time as it notifies Interconnection Customer of such breach or default. If Financing Party elects to cure the breach or default, by payment or otherwise, then Transmission Provider agrees to accept such cure by Financing Party as if the same had been effected by Interconnection Customer.

Section 15.02 Default by Transmission Provider. Transmission Provider shall be considered in default if it fails to make any payment due to Interconnection Customer hereunder, or fails to cure any material breach, within thirty (30) days after written notice of nonpayment or material breach from Interconnection Customer.

Section 15.03 Termination for Default. Should a Party fail to cure a default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process provided in Section 16.01 or other legal processes, the non-defaulting Party shall have the right to terminate this Interconnection Agreement subject to FERC approval and other defenses by giving written notice to the Party in default, and be relieved of any further obligation hereunder, and whether or not the non-defaulting Party terminates this Interconnection Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which the non-defaulting Party is entitled subject to the limitations set forth in Article XIV of this Interconnection Agreement. The provisions of this Article XV shall survive termination of this Interconnection Agreement.

ARTICLE XVI
DISPUTE RESOLUTION

Section 16.01 Dispute Resolution Process. In the event the Parties are required by this Interconnection Agreement or mutually agree to try and resolve a dispute, the Parties shall first refer the dispute to designated senior representatives, with authority to bind their respective Party, for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may mutually agree, such dispute may either be submitted to the alternative dispute resolution provisions set out in Article 12 of the Tariff, if agreed to by the Parties, or the aggrieved Party may initiate legal proceedings at the Commission or court of competent jurisdiction.

ARTICLE XVII
CONFIDENTIAL INFORMATION

Section 17.01 Furnishing of Information. It is recognized by the Parties that the successful operation of this Interconnection Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to the limitations regarding disclosing confidential information provided in this Interconnection Agreement, each Party agrees that it will furnish to the other Party such data concerning its system as may be necessary to support the other Party's system reliability.

Section 17.02 Confidential Information.

(a) "Confidential Information" means (1) any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, drawing, list, concept, customer information, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise; or (2) any Critical Energy Infrastructure Information. Confidential Information which includes, 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 on a confidential basis prior to the execution of this Interconnection Agreement.

(b) Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Interconnection Agreement.

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Parties that such information no longer is confidential.

(c) 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, the Party providing the information orally informs the receiving Party that the information is confidential. Each Party shall be responsible for clearly designating or marking information governed by FERC's Critical Energy Infrastructure Information rules and regulations.

Section 17.03 Protection of Confidential Information.

(a) No Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Interconnection Agreement to any third party without the express written consent of the providing Party; provided, however, that any Party may produce Confidential Information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or Governmental Authority upon reasonable notice to the providing Party that (a) a protective order from such jurisdictional judicial body or court has been issued relating to the Confidential Information; and (b) a binding nondisclosure agreement is in effect with a proposed recipient of any Critical Energy Infrastructure Information.

(b) The Parties shall use at least the same standard of care to protect Confidential Information they receive as they use to protect their own Confidential Information from unauthorized disclosure, publication or dissemination.

(c) Any Party may use Confidential Information solely: (1) to fulfill its obligations to the other Party, under this Interconnection Agreement; (2) to fulfill its regulatory requirements except to the extent that such information constitutes or has been designated Critical Energy Infrastructure Information; (3) in any proceeding or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Interconnection Agreement, subject either to a written confidentiality agreement with all Parties (including, if applicable, an arbitrator(s)) or to a protective order; or (4) as required by Applicable Law. As it pertains to (3) and (4), notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories,

requests for information or documents, subpoena, civil investigative demand or similar process, or in the opinion of its counsel, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, the receiving Party shall, to the extent permitted under applicable law, promptly notify the disclosing Party of such request or requirement prior to disclosure, so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Interconnection Agreement and shall request confidential treatment of any such disclosure.

(d) The Parties agree that monetary damages by themselves may be inadequate to compensate a Party for the other Party's breach of its obligations under this Article. Each Party accordingly agrees that the other Parties are entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Article.

Section 17.04 Survival. The confidentiality obligations of this Article shall survive termination of this Interconnection Agreement for a period of two (2) years.

ARTICLE XVIII
MISCELLANEOUS

Section 18.01 Third Party Contracts. The Parties recognize that each has entered into and may in the future enter into contractual commitments with various third parties regarding benefits, use and operation of network transmission facilities it owns within the interconnected regional transmission network. Each Party hereby covenants that its respective contracts with third parties shall not interfere with its obligations to the other Party made under this Interconnection Agreement.

Section 18.02 No Residual Value. This Interconnection Agreement shall not be construed to provide any residual value to either Party or its successors or permitted assigns or any other party, for rights to, use of, or benefits from the other Party's system following expiration of this Interconnection Agreement.

Section 18.03 No Third Party Beneficiary. Unless otherwise specifically provided in this Interconnection Agreement, the Parties do not intend to create rights in or to grant remedies to any third Party as a beneficiary of this Interconnection Agreement or of any duty, covenant, obligation or undertaking established hereunder.

Section 18.04 Headings. Article headings and titles are included for the convenience of Parties and shall not be used to construe the meaning of any provision of this Interconnection Agreement.

Section 18.05 Governing Law. This Interconnection Agreement shall be interpreted and governed by the laws of the state in which the Point of Interconnection is located, or the laws of the United States of America, as applicable.

Section 18.06 Effect of MISO Membership. In the event, during the term hereof, Transmission Provider ceases to be a transmission owning member of a MISO or a successor, all terms and conditions with respect to MISO, or successor(s) herein shall remain in force until amended. Transmission Provider shall be responsible for filing with FERC any modifications to this Interconnection Agreement necessary as a result of such action.

Section 18.07 No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of the Interconnection Agreement shall be interpreted to mean or imply the

Parties have established or intend to establish a jointly owned electric system, a joint venture, trust, a partnership, or any other type of association.

Section 18.08 Relationship to MISO Tariff. Nothing contained herein shall modify, amend or revise the obligations of the Parties under the MISO Tariff.

Section 18.09 Amendment. Except as provided in Section 11.02, any amendment, alteration, variation, modification or waiver of the provisions of this Interconnection Agreement, other than revisions to the Appendices authorized by this Interconnection Agreement, shall be valid only after it has been reduced to writing and duly signed by both Parties, and if required, approved by the appropriate regulatory bodies.

Section 18.10 Conflicts. In the event any term of this Interconnection Agreement conflicts with the Tariff, the terms of this Interconnection Agreement shall control.

Section 18.11 Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Interconnection Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

Section 18.12 Counterparts. This Interconnection Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

Section 18.13 Severability. If any governmental authority or court of competent jurisdiction holds that any provision of this Interconnection Agreement is invalid, or if, as a result of a change in any Federal or State law or constitutional provision, or any rule or regulation promulgated pursuant thereto, any provision of this Interconnection Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Interconnection Agreement not affected thereby shall continue in full force and effect. In such an event, the Parties shall promptly renegotiate in good faith new provisions to restore this Interconnection Agreement as nearly as possible to its original intent and effect.

SIGNATURES

In Witness Whereof, the Parties have caused this Interconnection Agreement to be duly executed as of this ____ day of _____ 20__.

[INSERT CUSTOMER NAME]
A [insert description]

By _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY,
A Minnesota corporation, and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By _____

Name: _____

Title: _____

Date: _____

Xcel Energy Services Inc.
Authorized Agent

APPENDIX A

IDENTIFICATION OF POINTS OF INTERCONNECTION AND FACILITIES

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

APPENDIX B

NOTICES

Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties, and may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email, as follows:

For Customer:	For Transmission Provider:
[insert]	[insert]
For Invoices:	
[insert]	[insert]
For Operational Matters:	
[insert]	[insert]

This designation and titles of the person to be notified or the address of such person may be changed at any time by written notice.

APPENDIX C

Template for Adding a New Point of Interconnection

The Parties understand that it may be necessary to add a Point of Interconnection. Should the Parties agree to add a Point of Interconnection, Interconnection Customer and Transmission Provider shall use the following form or another that is substantially similar to it for purposes of documenting their mutual agreement and to update the Point of Interconnection described in Appendix A to this Interconnection Agreement:

Facilities are located in_____

Included hereafter are the Interconnection Provisions and Interconnection Diagram for this Point of Interconnection and a completed Appendix E documenting the respective responsibilities of the Parties.

The costs of such Facilities shall be borne by Interconnection Customer or Transmission Provider as provided in Attachment U-1 to the Tariff.

In Witness Whereof, the Parties have confirmed these Interconnection Provisions to become part of Transmission to Load Interconnection Agreement between the Parties dated _____ __, 20__, and to be duly executed as of this ____ day of _____, 20___.

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY
A Minnesota corporation and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: _____

Name: _____

Title: _____

Date: _____

By Xcel Energy Services Inc.
Authorized Agent

APPENDIX D

Template for Modifying or Removing
Point of Interconnection

The Parties understand that it may be necessary to modify or remove Point of Interconnection. Should the Parties agree to modify or remove, Interconnection Customer and Transmission Provider shall use the following form or another that is substantially similar to it for purposes of documenting their mutual agreement and to update the Point of Interconnection described in Appendix A to this Interconnection Agreement:

Facilities are located in_____

Included hereafter are the Interconnection Provisions and Interconnection Diagram for this Point of Interconnection and a completed Appendix E documenting the respective responsibilities of the Parties.

The costs of such Facilities shall be borne by Interconnection Customer or Transmission Provider as provided in Attachment U-1 to the Tariff.

In Witness Whereof, the Parties have confirmed these Interconnection Provisions to become part of Transmission to Load Interconnection Agreement between the Parties dated _____ __, 20__, and to be duly executed as of this ____ day of _____, 20___.

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY
A Minnesota corporation and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: _____

Name: _____

Title: _____

Date: _____

By Xcel Energy Services Inc.
Authorized Agent

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX E:

INTERCONNECTION PROVISIONS

_____ DISTRIBUTION SUBSTATION AND
RELATED TRANSMISSION SYSTEM MODIFICATIONS
OWNERSHIP, OPERATION AND MAINTENANCE PROVISIONS

Description	Owner	Operator	Maintenance Responsibility	Financial Responsibility For Construction	Financial Responsibility For O&M	Financial Responsibility For Replacement	Responsibility to Accomplish Engineering Design and Construction
SUBSTATION							
TRANSMISSION							
METERING AND TELEMETRY							

APPENDIX F-1

INSURANCE AND INDEMNIFICATION OBLIGATIONS FOR A MINNESOTA MUNICIPALITY

A. Insurance Coverages. If Interconnection Customer is subject to Minn. Stat. § 466.04, as amended from time to time, or any successor statute, Interconnection Customer shall, at its own expense, maintain in force until this Interconnection Agreement is terminated or until released by Transmission Provider, insurance coverages equal to the maximum limitation on liabilities set forth in Minn. Stat. § 466.04.

Interconnection Customer shall use its best efforts to ensure that Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees shall be named as an additional insured under Interconnection Customer's Commercial General Liability Insurance policy, at Transmission Provider's expense, if any, for all incremental costs. The additional insured coverage for Transmission Provider shall be up to $500,000 per claimant, and $1,500,000 for all claims arising out of a single occurrence (or other amounts, if higher, consistent with the Interconnection Customer's policy and state law), without diminishing Interconnection Customer's ability to recover its own liabilities under the policy.

In the event that Interconnection Customer cannot obtain such insurance coverage for the Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees, or in the event that such coverage would be at an unacceptably high expense to Transmission Provider, then the Parties shall make good-faith efforts to negotiate mutually agreeable alternative arrangements.

Notwithstanding the foregoing, nothing herein shall prevent Transmission Provider and Interconnection Customer from agreeing to different insurance limits from those provided in this Appendix F-1. In such a case, the Parties shall set forth the mutually agreed-to insurance coverages in this Appendix F-1.

B. Indemnification. Subject to any applicable Minnesota law or statute limiting the indemnification obligations of Interconnection Customer to Transmission Provider, Interconnection Customer shall at all times indemnify, defend and hold harmless Transmission Provider, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, damages, losses and 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 Interconnection Customer's ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

Interconnection Customer's obligations to Transmission Provider under this paragraph shall be limited to $1,500,000 per occurrence.

APPENDIX F-2

INSURANCE AND INDEMNIFICATION OBLIGATIONS FOR A WISCONSIN MUNICIPALITY

A. Insurance Coverages. If Interconnection Customer is subject to Wis. Stat. § 893.80, as amended from time to time, or any successor statute, Interconnection Customer shall, at its own expense, maintain in force until this Interconnection Agreement is terminated or until released by Transmission Provider, insurance coverages equal to the maximum limitation on liabilities set forth in Wis. Stat. § 893.80.

Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees shall be named as an additional insured under Interconnection Customer's Commercial General Liability Insurance policy. The additional insured coverage for Transmission Provider shall be equal to $1,000,000 per occurrence.

Notwithstanding the foregoing, nothing herein shall prevent Transmission Provider and Interconnection Customer from agreeing to different insurance limits from those provided in this Appendix F-2. In such a case, the Parties shall set forth the mutually agreed-to insurance coverages in this Appendix F-2.

B. Indemnification. Subject to any applicable Wisconsin law or statute limiting the indemnification obligations of Interconnection Customer to Transmission Provider, Interconnection Customer shall at all times indemnify, defend and hold harmless Transmission Provider, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, damages, losses and 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 Interconnection Customer's ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

Interconnection Customer's obligations to Transmission Provider under this paragraph shall be limited to $50,000 per occurrence.

APPENDIX F-3

INSURANCE AND INDEMNIFICATION OBLIGATIONS FOR A NORTH DAKOTA MUNICIPALITY

A. Insurance Coverages. If Interconnection Customer is subject to N.D. Cent. Code § 32-12.1, as amended from time to time, or any successor statute, Interconnection Customer shall, at its own expense, maintain in force until this Interconnection Agreement is terminated or until released by Transmission Provider, insurance coverages equal to the maximum limitation on liabilities set forth in N.D. Cent. Code § 32-12.1-03.

Interconnection Customer shall use its best efforts to ensure that Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees shall be named as an additional insured under Interconnection Customer's Commercial General Liability Insurance policy, at Transmission Provider's expense, if any, for all incremental costs. The additional insured coverage for Transmission Provider shall be up to $250,000 per claimant, and $500,000 for three or more claims arising out of a single occurrence (or other amounts, if higher, consistent with the Interconnection Customer's policy and state law), without diminishing Interconnection Customer's ability to recover its own liabilities under the policy.

In the event that Interconnection Customer cannot obtain such insurance coverage for the Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees, or in the event that such coverage would be at an unacceptably high expense to Transmission Provider, then the Parties shall make good-faith efforts to negotiate mutually agreeable alternative arrangements.

Notwithstanding the foregoing, nothing herein shall prevent Transmission Provider and Interconnection Customer from agreeing to different insurance limits from those provided in this Appendix F-3. In such a case, the Parties shall set forth the mutually agreed-to insurance coverages in this Appendix F-3.

B. Indemnification. Subject to any applicable North Dakota law or statute limiting the indemnification obligations of Interconnection Customer to Transmission Provider, Interconnection Customer shall at all times indemnify, defend and hold harmless Transmission Provider, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, damages, losses and 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 Interconnection Customer's ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

Interconnection Customer's obligations to Transmission Provider under this paragraph shall be limited to $1,500,000 per occurrence.

APPENDIX F-4

INSURANCE AND INDEMNIFICATION OBLIGATIONS FOR A SOUTH DAKOTA MUNICIPALITY

A. Insurance Coverages. If Interconnection Customer is subject to SDCL § 21-32A-3, as amended from time to time, or any successor statute, Interconnection Customer shall, at its own expense, maintain in force until this Interconnection Agreement is terminated or until released by Transmission Provider, liability insurance coverage equal to $250,000 per claimant, and $500,000 for three or more claims arising out of a single occurrence.

Interconnection Customer shall use its best efforts to ensure that Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees shall be named as an additional insured under Interconnection Customer's Commercial General Liability Insurance policy, at Transmission Provider's expense, if any, for all incremental costs. The additional insured coverage for Transmission Provider shall be up to $250,000 per claimant, and $500,000 for three or more claims arising out of a single occurrence (or other amounts, if higher, consistent with the Interconnection Customer's policy and state law), without diminishing Interconnection Customer's ability to recover its own liabilities under the policy.

In the event that Interconnection Customer cannot obtain such insurance coverage for the Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees, or in the event that such coverage would be at an unacceptably high expense to Transmission Provider, then the Parties shall make good-faith efforts to negotiate mutually agreeable alternative arrangements.

Notwithstanding the foregoing, nothing herein shall prevent Transmission Provider and Interconnection Customer from agreeing to different insurance limits from those provided in this Appendix F-4. In such a case, the Parties shall set forth the mutually agreed-to insurance coverages in this Appendix F-4.

B. Indemnification. Subject to any applicable South Dakota law or statute limiting the indemnification obligations of Interconnection Customer to Transmission Provider, Interconnection Customer shall at all times indemnify, defend and hold harmless Transmission Provider, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, damages, losses and 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 Interconnection Customer's ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

Interconnection Customer's obligations to Transmission Provider under this paragraph shall be limited to $1,500,000 per occurrence.

APPENDIX F-5

INSURANCE AND INDEMNIFICATION OBLIGATIONS FOR A MICHIGAN MUNICIPALITY

A. Insurance Coverages. If Interconnection Customer is subject to Michigan's Governmental Tort Liability Act ("GTLA"), MCL § 691.1401 *et seq*., as amended from time to time, or any successor statute, Interconnection Customer shall, at its own expense, maintain in force until this Interconnection Agreement is terminated or until released by Transmission Provider, insurance coverages equal to the maximum limitation on liabilities set forth in the GTLA.

Notwithstanding the foregoing, nothing herein shall prevent Transmission Provider and Interconnection Customer from agreeing to different insurance limits from those provided in this Appendix F-5. In such a case, the Parties shall set forth the mutually agreed-to insurance coverages in this Appendix F-5.

B. Indemnification. Subject to applicable Michigan law or statute, the Interconnection Customer shall defend, indemnify and hold the Transmission Provider harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) asserted by a third party relating to or arising out of this Agreement; provided, however, that the Transmission Provider shall have no right to be indemnified hereunder for its own negligence, gross negligence, bad faith or willful misconduct.

Interconnection Customer's obligations to Transmission Provider under this paragraph shall be limited to $1,000,000 and extends only to instances in which the underlying claim is covered under Interconnection Customer's Commercial General Liability Insurance policy.

ATTACHMENT U-1

INTERCONNECTION REQUEST AND COST ALLOCATION PROCEDURES FOR LOAD INTERCONNECTIONS TO THE NSP SYSTEM

1.0 Standards

The purpose of this Attachment U-1 is to define the cost allocation for new or Interconnection Customer requested modifications to transmission-to-load interconnection facilities to be interconnected to the NSP System ("Transmission Provider") by a transmission to load interconnection customer ("Interconnection Customer"). Transmission Provider will apply these interconnection request and cost allocation procedures ("Procedures"), which include processes, costs, cost allocations, funding, pre-funding and the provision of security, and forecasting requirements, in a just and reasonable, non-discriminatory manner to any Interconnection Customer that requests a new load interconnection or requests an expansion or modification to an existing load interconnection to the NSP System. Transmission Provider shall not allocate, assign, or charge any costs to Interconnection Customer which are unjust and unreasonable, discriminatory or inconsistent with the Commission's cost allocation principles. Furthermore, Transmission Provider and Interconnection Customer shall fulfill any obligations set forth herein in accordance with Good Utility Practice. In the event that facilities covered by this Attachment U-1 qualify for cost recovery pursuant to the MISO Tariff or otherwise qualify as Network Upgrades, costs for such facilities will be charged and allowed in accordance with FERC rules, as appropriate.

2.0 Process for Requesting a New or Modified Load Interconnection

Interconnection Customer may submit a Transmission System Interconnection Request (Request) to Transmission Provider using the Request form located on the Xcel Energy Transmission website (http://www.xcelenergy.com/About_Us/Transmission/About_Transmission/Interconnections_for_Transmission). When making such a request, Interconnection Customer shall provide a written description of the load serving facilities it proposes to connect to Transmission Provider's Transmission System, the requested in-service date, and the location of the proposed point or points of interconnection. Requests must be received no later than February 1st for in-service the following calendar year. Requests received by February 1st for in-service the following calendar year will be studied with other such comparable requests, which may result in expedited review and completion. Submitting a request by February 1st does not guarantee, however, that the new load serving interconnection will be constructed and in-service by the date requested. Out of cycle requests, as appropriate, will be considered on a case by case and non-discriminatory basis. Transmission Provider shall notify any other affected transmission or distribution system owners and operators (if any) of the Request. Upon receipt of a Request from Interconnection Customer, Transmission Provider will perform an initial assessment of the feasibility of the proposed interconnection. If the initial assessment indicates a more detailed interconnection study is required, Transmission Provider will notify Interconnection Customer.

Transmission Provider shall post all Requests on its website, including a list for new load interconnection points NSPM or NSPW intends to add to the NSP Transmission System for purposes of meeting NSPM or NSPW's retail load serving obligations. Such posting shall include the project identifier, requester, date of request, progress stage completed, and expected completion date.

Within thirty (30) days of receipt of the Request, Transmission Provider will tender a System Impact

Study Agreement to Interconnection Customer and an estimate of the reasonable costs of the planning and engineering studies, where applicable. If necessary, Transmission Provider may also require a Facilities Study Agreement. The reasonable costs of these studies are to be funded in advance, with 100% of the estimated cost due by Interconnection Customer when the study agreement is executed. Transmission Provider will not commence work on any studies prior to receipt of the signed load interconnection System Impact Study Agreement and/or Facilities Study Agreement and payment for the estimated study costs. If the actual costs of such studies exceed the estimate, Interconnection Customer shall fund such additional amounts upon issuance of an invoice by Transmission Provider. If actual costs of such studies are less than the amount funded, Transmission Provider will refund the difference to Interconnection Customer with interest in accordance with 18 C.F.R. § 35.19a.

The System Impact Study, where applicable, will determine the feasibility of the new load interconnection, the impact to Transmission Provider and affected utilities, and the Interconnection Facilities and Network Upgrades (both as defined in Attachment U to the Transmission Provider's Tariff), if any, which are required to accommodate the requested interconnection. The Facilities Study, if required, will identify the Transmission Provider Interconnection Facilities and Network Upgrades required to install such interconnection, provide an estimated construction schedule and the estimated costs (+/- 20%). The Transmission Provider will use due diligence to complete the System Impact Study within a ninety (90) day period for loads under 20 MWs, and if a Facilities Study is required, Transmission Provider will have an additional ninety (90) day period to complete this study. However, failure to complete a study within such ninety (90) day period shall not be a violation of this Tariff. The study completion time for interconnecting loads exceeding 20 MWs will be coordinated and agreed to between the Transmission Provider and the Interconnection Customer. Upon completion, Transmission Provider will provide a copy of the System Impact Study and, if applicable, the Facilities Study to Interconnection Customer together with the proposed cost allocation for the Transmission Provider Interconnection Facilities and Network Upgrades, such allocation to be determined in accordance with this Attachment U-1.

Within fifteen (15) days of Transmission Provider's issuance of the System Impact Study and/or Facility Study, or such longer period as may be mutually agreed, Interconnection Customer shall provide any comments on the study(ies) to Transmission Provider, which shall incorporate any requested modifications to the extent consistent with Good Utility Practice.

Within thirty (30) days of Transmission Provider's issuance of the System Impact Study and/or Facility Study, or such longer period as may be mutually agreed, Interconnection Customer shall provide written notice to Transmission Provider if it intends to proceed with installation of the load interconnection. If Interconnection Customer does not provide such written notice or otherwise provide comments on the System Impact Study and/or Facility Study, the Request will be deemed withdrawn.

Transmission Provider will not proceed with construction of such interconnection without an executed agreement for interconnection service, which may include design, procurement construction and operation obligations related to the new or modified point of interconnection, as applicable. If the Request is submitted by an Interconnection Customer not presently interconnected to the NSP System, such Agreement shall be in the form provided in Attachment U to the Transmission Provider's Tariff (Interconnection Agreement). If the Request is submitted by an Interconnection Customer that has already executed an Interconnection Agreement, such agreement shall be in the form set forth in Appendix C (Adding a New Point of Interconnection) or Appendix D (Modifying or Removing an Existing Point of Interconnection) to Attachment U to the Transmission Provider's Tariff. As appropriate, Transmission Provider and Interconnection Customer may execute an Engineering and Procurement agreement to facilitate procurement of equipment with long lead times while the parties negotiate and finalize the terms and conditions of the Interconnection Agreement or Appendix C/Appendix D

supplemental agreement.

Unless Interconnection Customer and Transmission Provider agree otherwise in such Interconnection Agreement or Appendix C or Appendix D supplemental agreement, and subject to Section 3.0 of these Procedures, Transmission Provider shall design, construct, own, operate and maintain the Transmission Provider Interconnection Facilities and Network Upgrades.

If Parties cannot agree on all of the terms of the Interconnection Agreement, or any amendment thereto, at the Interconnection Customer's written request, the Transmission Provider shall file the Interconnection Agreement and/or an Appendix C or Appendix D supplement thereto unexecuted with the Commission, or the Transmission Provider may file unilaterally, and request that the Commission establish just and reasonable terms, rates and conditions for the requested load interconnection.

3.1 Facility Cost Responsibility

All Transmission Provider Interconnection Facilities and Network Upgrade costs related to the new, modified or upgraded Point of Interconnection shall be allocated in accordance with this Section.

3.2 Transmission Provider Interconnection Facilities

Unless otherwise agreed in the Interconnection Agreement pursuant to Attachment U Section 4.06, in an Attachment U Appendix C agreement, in an Attachment U Appendix D agreement, or unless otherwise ordered by FERC under the Federal Power Act, Transmission Provider will own all Transmission Provider Interconnection Facilities and all costs for Transmission Provider's interconnection facilities related to the new, modified, or upgraded Point of Interconnection (or point of interconnection) will be directly assigned to, and be the financial responsibility of, Interconnection Customer.

If the Parties do not agree or FERC does not order the Parties to enter into an alternate ownership (meaning Transmission Provider will be the Party that designs, constructs and owns the Transmission Provider Interconnection Facilities at Interconnection Customer's cost or expense), Interconnection Customer, at its option, may select one of the following two (2) options for fulfilling its financial responsibility:

Option 1: Transmission Provider shall pre-pay one hundred percent (100%) of the actual design, procurement and construction costs for placing the Transmission Provider Interconnection Facilities into service. After the commercial operation date, Interconnection Customer shall pay a monthly facilities usage charge, which shall be calculated by Transmission Provider based on actual design, procurement and construction costs for placing the Transmission Provider Interconnection Facilities into service and in accordance with the formula set forth in Exhibit A to this Attachment U-1, to Transmission Provider.

Option 2: Interconnection Customer shall pre-pay one hundred percent (100%) of the estimated cost of the Transmission Provider Interconnection Facilities prior to construction by Transmission Provider. The estimated cost will include any costs Transmission Provider expects for income tax liability resulting from accepting a contribution in aid of construction payment from Interconnection Customer. Transmission Provider's income tax liability will be calculated on a grossed-up basis in accordance with the formula set forth in Exhibit B to this Attachment U-1. Transmission Provider and Interconnection Customer may agree to a milestone schedule by which Interconnection Customer shall make progress payments and Transmission Provider shall perform construction related

activities. If the actual costs, including Transmission Provider's income tax liability, of such Transmission Provider Interconnection Facilities exceed the estimate, Interconnection Customer shall pay such additional amounts within thirty (30) days of issuance of an invoice by Transmission Provider. If the actual costs are less than the amount pre-paid, Transmission Provider will refund the difference to Interconnection Customer with interest in accordance with 18 C.F.R. §35.19a.

If the Transmission Provider includes costs for income tax liability on prepayments or Contributions in Aid of Construction, the Transmission Provider may charge only for taxes for which the Transmission Provider has made a good faith determination that the taxes are actually owed or that the Internal Revenue Service determines are owed. All subsequent reductions or recoveries of such amounts shall be refunded with interest in accordance with 18 C.F.R. §35.19.a. Similarly, the Parties shall specify in the Interconnection Agreement or Appendix C or Appendix D supplemental agreement the option (either Option 1 or Option 2) selected by Interconnection Customer.

3.3 Network Upgrades

Unless otherwise agreed in the Interconnection Agreement pursuant to Attachment U Section 4.06, in an Attachment U Appendix C agreement, in an Attachment U Appendix D agreement, or unless otherwise ordered by FERC under the Federal Power Act, and in accordance with Section 1.0 of this Attachment U-1, Transmission Provider will own all Network Upgrades and all costs related to the Network Upgrades necessary to construct the new or modified load serving interconnection will be the ultimate financial responsibility of Transmission Provider. Interconnection Customer may be required to pre-fund or provide financial security in a form acceptable to Transmission Provider until the Network Upgrades are placed in service. If an Interconnection Customer is required to provide financial security, such security shall be commercially reasonable, comply with the Transmission Provider's credit policy in effect from time to time, and will be released or refunded within thirty (30) days of in-service date of all Interconnection Facilities and Network Upgrades. If an Interconnection Customer is required to pre-fund Network Upgrade costs, Transmission Provider will refund (with interest) the amounts advanced for any Network Upgrades within thirty (30) days of the in-service date of all Network Upgrades. Any refund 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 pre-funding for Network Upgrades through the refund date.

3.4 Other Requirements

Transmission Provider will not commence work on the Transmission Provider Interconnection Facilities or Network Upgrades prior to receipt of the executed Interconnection Agreement or Appendix C or Appendix D supplemental agreement and pre-payment or security for the estimated costs.

Within one hundred and twenty (120) days, or sooner, as determined by Transmission Provider, in the circumstances in which Interconnection Customer has provided security, of completing all construction related activities, Transmission Provider shall (1) release any remaining security to Interconnection Customer, as applicable, or (2) provide Interconnection Customer with an invoice of the final costs of the construction related activities 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 Provider shall refund, with interest (calculated in accordance with 18 C.F.R. § 35.19(a)(2)(iii)), to Interconnection Customer any amount by which the actual prepayment by Interconnection Customer for estimated construction related costs exceeds the actual costs of construction related activities within thirty (30) days of the issuance of such final construction invoice. In the event that the actual costs of construction related activities exceeds the prepayment amount paid by Interconnection Customer, then Interconnection Customer shall pay the

balance due to Transmission Provider within thirty (30) days of the issuance of such final construction invoice.

If the Interconnection Customer fails to complete the new or modified interconnection facilities for any reason, Transmission Provider may retain the financial security and/or pre-paid amounts to offset the costs incurred by Transmission Provider. Any disputes under this provision shall be resolved in accordance with the dispute resolution provisions of the Tariff.

4.0 Outages

Transmission Provider shall be responsible for notifying MISO and the Regional Reliability Coordinator (if necessary) of any transmission outages necessary to install the new or modified load serving interconnection facilities and Network Upgrades.

5.0 Annual Interconnection Forecasts and Other Information Requirements

The load serving Interconnection Customer shall, upon request, provide the Transmission Provider with such reports and information concerning its network operation as are reasonably necessary to enable the Transmission Provider to adequately operate and maintain its Transmission System.

By January 10 of each year, each load serving Interconnection Customer shall provide a forecast ("Forecast") for the upcoming five (5) years of Interconnection Customer's projected loads by point of interconnection. On an annual basis, Transmission Provider shall advise Interconnection Customer of the data and format requirements for the Forecast, taking into account the reasonable use of historically based load growth projections. If Interconnection Customer inputs their projected loads directly into the MISO Model on Demand database ("MOD"), Interconnection Customer shall be deemed compliant with the five year projected load forecast requirement.

As part of its system evaluation and planning process, Transmission Provider may periodically perform studies to evaluate the impact of load additions. In some cases, these studies may be conducted in coordination with MISO. These studies will be based on the load Forecast inputs received through the annual Interconnection Customer Forecasts.

EXHIBIT A – FACILITIES USAGE RATE

Formula Rate calculation — **Rate Formula Template Utilizing Attachment O Data** — For the 12 months ended 12/31/2013

Page 1 of 2

Northern States Power Companies

To be completed in conjunction with Attachment O.

Line No.	(1)	(2) Attachment O Page, Line, Col.	(3) Transmission		(4) Allocator
1	Gross Transmission Plant - Total	Attach O, p 2, line 2 col 5 (Note A)		Data updated annually	
2	Net Transmission Plant - Total	Attach O, p 2, line 14 and 23b col 5 (Note B)		Data updated annually	
	O&M EXPENSE				
3	Total O&M Allocated to Transmission	Attach O, p 3, line 8 col 5		Data updated annually	
4	Annual Allocation Factor for O&M	(line 3 divided by line 1 col 3)	0.00%		0.00%
	GENERAL AND COMMON (G&C) DEPRECIATION EXPENSE				
5	Total G&C Depreciation Expense	Attach O, p 3, lines 10 & 11, col 5 (Note H)		Data updated annually	
6	Annual Allocation Factor for G&C Depreciation Expense	(line 5 divided by line 1 col 3)	0.00%		0.00%
	TAXES OTHER THAN INCOME TAXES				
7	Total Other Taxes	Attach O, p 3, line 20 col 5		Data updated annually	
8	Annual Allocation Factor for Other Taxes	(line 7 divided by line 1 col 3)	0.00%		0.00%
9	**Annual Allocation Factor for Expense**	**Sum of line 4, 6, and 8**			**0.00%**
	INCOME TAXES				
10	Total Income Taxes	Attach O, p 3, line 27 col 5		Data updated annually	
11	Annual Allocation Factor for Income Taxes	(line 10 divided by line 2 col 3)	0.00%		0.00%
	RETURN				
12	Return on Rate Base	Attach O, p 3, line 28 col 5		Data updated annually	
13	Annual Allocation Factor for Return on Rate Base	(line 12 divided by line 2 col 3)	0.00%		0.00%
14	**Annual Allocation Factor for Return**	**Sum of line 11 and 13**			**0.00%**

Formula Rate calculation

Rate Formula Template
Utilizing Attachment O Data

For the 12 months ended 12/31/2013

Northern States Power Companies

Transmission Provider Interconnection Facilities (TPIF) Charge Calculation

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Line No.	Project Name	MTEP Project Number	Project Gross Plant	Annual Allocation Factor for Expense	Annual Expense Charge	Project Net Plant	Annual Allocation Factor for Return	Annual Return Charge	Project Depreciation Expense	Annual Revenue Requirement	True-Up Adjustment	TPIF Charge
			(Note C)	(Page 1 line 9)	(Col. 3 * Col. 4)	(Note D)	(Page 1 line 14)	(Col. 6 * Col. 7)	(Note E)	(Sum Col. 5, 8 & 9)	(Note F)	Sum Col. 10 & 11 (Note G)
1a												
2	Annual Totals											

Note Letter	
A	Gross Transmission Plant is that identified on page 2 line 2 of Attachment O and includes any sub lines 2a or 2b etc. and is inclusive of any CWIP included in rate base when authorized by FERC orderless any prefunded AFUDC, if applicable.
B	Net Transmission Plant is that identified on page 2 line 14 of Attachment O and includes any sub lines 14a or 14b etc. and is inclusive of any CWIP included in rate base when authorized by FERC orderless any prefunded AFUDC, if applicable.
C	Project Gross Plant is the total capital investment for the project calculated in the same method as the gross plant value in line 1 and includes CWIP in rate base less any prefunded AFUDC, if applicable. This value includes subsequent capital investments required to maintain the facilities to their original capabilities.
D	Project Net Plant is the Project Gross Plant Identified in Column 3 less the associated Accumulated Depreciation.
E	Project Depreciation Expense is the actual value booked for the project and included in the Depreciation Expense in Attachment O page 3 line 12.
F	True-Up Adjustment is included pursuant to a FERC approved methodology, if applicable.
G	The TPIF Charge is the value to be used in Schedule 26.
H	The Total General and Common Depreciation Expense excludes any depreciation expense directly associated with a project and thereby included in page 2 column 9.

ATTACHMENT U-1

EXHIBIT B
TAX GROSS UP CALCULATION

Any income tax liability projected by Transmission Provider as a result of Interconnection Customer selecting Option 2 under Attachment U-1 shall be calculated on a fully grossed-up basis.

The Parties agree that “fully grossed-up basis” means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Transmission Provider Interconnection Facilities, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this Agreement for the Transmission Provider Interconnection Facilities (without regard to any payments under this Exhibit B) (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 Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1). For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider’s anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider's current weighted average cost of capital.

Thus, the formula for calculating Interconnection Customer's liability to Transmission Provider pursuant to this Exhibit B can be expressed as follows: (Current Tax Rate x (Gross Income Amount - Present Value of Tax Depreciation))/(1-Current Tax Rate).

ATTACHMENT V

Form of Service Agreement For Joint Dispatch Transmission Service Applicable to the Public Service Company of Colorado (PSCo) System

1.0 This Joint Dispatch Transmission Service Agreement, dated as of _____, is entered into, by and between _____ ("Transmission Provider"), and _____ ("Joint Dispatch Transmission Customer"), all of whom may be referred to individually as "Party" or jointly as "Parties".

2.0 The Joint Dispatch Transmission Customer has been determined by the Transmission Provider to have a signed a Joint Dispatch Agreement.

3.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.

4.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

_____

_____

_____

Transmission Customer:

_____

_____

_____

5.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ Name _____ Title
_____ Date

Transmission Customer:

By: _____ Name _____ Title
_____ Date

Proposed Effective Date: 6-29-2021

Approved Effective Date: 6-29-2021

Attachment W-1
Form of Service Agreement for Engineering, Design, Permitting and Procurement Service

Engineering and Procurement Agreement

for

Transmission Owner Interconnection Facilities and Required Network Upgrades

for

MISO Project [INSERT QUEUE NUMBER]

This Engineering and Procurement Agreement ("E&P Agreement") is entered into this _____ day of _____, 20__, by and between [INSERT COUNTERPARTY NAME], a [INSERT TYPE OF ORGANIZATION AND STATE OF ORGANIZATION] ("Interconnection Customer") and Xcel Energy Services Inc. ("XES"), a Delaware corporation, on behalf of Northern States Power Company, a [INSERT STATE] corporation, ("Transmission Owner" or [INSERT NSPM OR NSPW]). Because they desire to keep the Midcontinent Independent System Operator, ("MISO") fully appraised of the matters addressed by this Agreement, including any associated reliability and planning issues, the Parties have invited MISO to sign the Agreement for the limited purpose of providing MISO with a copy of the agreement.

In this E&P Agreement, Interconnection Customer and Transmission Owner may each be referred to individually as a "Party" or collectively as the "Parties". The Parties acknowledge that MISO is not a party to the E&P Agreement and has no rights or obligations under the E&P Agreement above and beyond what is contained in MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff.

RECITALS

WHEREAS, Interconnection Customer intends to construct, own, and operate a [INSERT SIZE] MW [INSERT TYPE] generation project, also referred to by the Interconnection Customer as [INSERT PROJECT NAME] located in [INSERT NAME], [INSERT STATE] as identified in MISO [INSERT QUEUE NUMBER] (hereinafter the "Project"); and

WHEREAS, The Interconnection Customer has requested an in-service date of [INSERT DATE], and in an attempt to meet Interconnection Customer's schedule the Parties agree to enter into this E&P Agreement; and

WHEREAS, Interconnection Customer and Transmission Owner intend to enter into a Generator Interconnection Agreement ("GIA") that will provide for, among other things, the interconnection of the Project to the Transmission Owner's [INSERT LINE OR SUBSTATION NAME] ("Transmission Owner's Facility"). Such interconnection is referred to herein as (the "Interconnection"); and

WHEREAS, Appendixes A and B attached to this E&P Agreement are hereby incorporated into this E&P Agreement and shall be considered a part of this E&P Agreement; and

WHEREAS, Interconnection Customer may request in writing that Transmission Owner file with FERC this E&P Agreement in unexecuted form.

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

AGREEMENT

1. Services. All work and services to be performed for the Interconnection, including but not limited to the system upgrades described below for the Interconnection, are referred to herein as the "Work."

2. Definitions. Unless specifically defined herein, capitalized terms used herein shall have the meaning as defined in the Xcel Energy Operating Companies Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission (the "Xcel Energy OATT").

3. Work. The Parties agree to enter into this E&P Agreement with the purpose of authorizing and directing the Transmission Owner to begin the Work by commencing activities associated with land procurement, permitting, engineering and design, and long lead time material procurement associated with the Interconnection as specifically set forth in Appendix A (collectively, the "Preliminary Work"), and for Interconnection Customer to provide financial security for such Preliminary Work.

3.1 Upon completion of the Interconnection Facilities Study, Transmission Owner, Interconnection Customer and if applicable the Regional Transmission Organization will negotiate and execute a GIA to define the rights and responsibilities of each Party regarding the Interconnection and required system upgrades. The GIA is anticipated to provide, among other things, for the construction and financial responsibilities of Transmission Owner and Interconnection Customer to engineer, design, procure, and/or construct all areas, equipment, facilities, and/or upgrades which are necessary for:

a) the interconnection of the Project to the Transmission Owner's Facility, including the tie-in from the Transmission Owner's Facility to the interconnection facilities to be owned and operated by Interconnection Customer ("Interconnection Customer Interconnection Facilities"), and

b) the upgrades to the Transmission Owner's Transmission System which are required to achieve adequate stability of the system with the Project on-line ("Network Upgrades").

3.2 Should the Network Upgrades in the Facilities Study change, any additional costs from the change would be borne by the Interconnection Customer under the GIA.

3.3 The Preliminary Work completed by Transmission Owner under this E&P Agreement shall be considered Work completed in performance of Transmission Owner's obligations under the GIA.

3.4 Notwithstanding that the GIA has not been entered into by the Parties at the time this E&P Agreement is executed, Interconnection Customer agrees to have Transmission Owner begin the Preliminary Work in order to meet Interconnection Customer's schedule for the generation Project's Commercial Operation Date. Transmission Owner will begin such Preliminary Work in the same way that Transmission Owner would be required to do so if the GIA were in effect. Preliminary Work under these conditions will be performed subject to (i) the terms set forth herein and (ii) the Interconnection Customer's agreement to provide financial security to Transmission Owner for all reasonable and necessary costs and expenses incurred by Transmission Owner in performing the Preliminary Work.

4. Billing and Payment. The Interconnection Customer shall remit to Transmission Owner security in the amount of [INSERT DOLLAR AMOUNT] ("E&P Security") in the manner set forth in Section 4.2 of this E&P Agreement in order to provide financial security to Transmission Owner for its portion of the Preliminary Work to be completed in advance of an executed GIA. Transmission Owner is willing to proceed with the Preliminary Work expressly contingent upon the following terms and conditions:

4.1. Upon execution of this E&P Agreement and receipt of the E&P Security, Transmission Owner will proceed with the Preliminary Work to facilitate the Interconnection. Transmission Owner shall perform the Preliminary Work in accordance with the standards set forth in the Xcel Energy OATT.

4.2. The Parties acknowledge that the GIA for the Project has not yet been executed and as such there is no security in place for any of Transmission Owner's portion of the Preliminary Work completed prior to execution of the GIA. To provide financial security to Transmission Owner under this E&P Agreement, Interconnection Customer will remit the E&P Security to Transmission Owner in the form of cash, a parental guarantee, or letter of credit in the amount of [INSERT DOLLAR AMOUNT] ([INSERT WRITTEN DOLLAR VALUE]) payable to "Northern States Power Company". Upon receipt of the E&P Security and an executed copy of the E&P Agreement, Transmission Owner will assign the E&P Security to a project account maintained by the Transmission Owner (the "E&P Project Account").

4.3. Interconnection Customer may request in writing that the Transmission Owner file this E&P Agreement with FERC in unexecuted form. If the Interconnection Customer makes such a request, Transmission Owner will file the agreement, unexecuted, within 30 days. In the event that this E&P Agreement is filed unexecuted the E&P Security shall be provided to Transmission Owner by Interconnection Customer pursuant to this Section 4 within: (a) thirty (30) business days of acceptance of this E&P Agreement by FERC if this E&P Agreement is filed unexecuted and the E&P Security is being contested by Interconnection Customer; or (b) thirty (30) business days of the date of filing of this E&P Agreement if it is filed unexecuted and the E&P Security is not being contested by Interconnection Customer. If the Interconnection Customer agrees that the Transmission Owner may proceed with the Preliminary Work under the agreed-upon terms of the unexecuted E&P Agreement, then Transmission Owner will proceed pending Commission action, provided however that Transmission Owner will proceed with the Preliminary Work only upon receipt of E&P Security.

4.4. At any time that Transmission Owner estimates that additional security is required before a definitive GIA for the Project has been executed to continue Transmission Owner's portion of

the Preliminary Work, Transmission Owner shall request in writing from Interconnection Customer additional security, which when totaled with the E&P Security in the E&P Project Account, will allow Transmission Owner to continue its portion of the Preliminary Work ("Additional Security"). Such request shall specifically describe the remaining scope of Preliminary Work to be completed by Transmission Owner and the additional security required by Transmission Owner to complete such work. Interconnection Customer will remit the amount of Additional Security requested to Transmission Owner within ten (10) business days in the same manner prescribed in Section 4.2 above. Failure of Interconnection Customer to remit Additional Security within ten (10) business days will result in the termination of this E&P Agreement. Any such termination shall not affect the Interconnection Customer's Interconnection queue position.

4.5. Subject to Section 4.6 of this E&P Agreement, the Transmission Owner will release the E&P Security after Transmission Owner and Interconnection Customer have executed a GIA for the Project if the E&P Security was provided in the form of a parental guarantee or letter of credit (including any Additional Security) to Interconnection Customer.

4.6. Interconnection Customer may direct Transmission Owner at any time, through written correspondence, to cease the Preliminary Work under this E&P Agreement. In such event, the E&P Security will be released or refunded to Interconnection Customer only after all documented fees, charges and penalties associated with Transmission Owner's Preliminary Work, including any associated cancellation costs of orders for equipment have been deducted. Transmission Owner shall provide documentation substantiating any fees, charges, and penalties incurred in connection with the cancellation of orders for equipment within the scope of this section. In the event that Interconnection Customer directs Transmission Owner to cease Preliminary Work or otherwise terminates this agreement, Transmission Owner shall mitigate any costs associated with Preliminary Work under this E&P Agreement in accordance with Section 9 of the MISO Generator Interconnection Procedures.

4.7. In the event that either, (i) this E&P Agreement is terminated or (ii) Interconnection Customer elects to cancel this E&P Agreement after Transmission Owner takes possession of any equipment ordered under this E&P Agreement, Transmission Owner may elect: (a) to take title to the equipment ordered on behalf of Interconnection Customer, in which event Transmission Owner shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (b) to transfer title to and deliver the equipment ordered by Transmission Owner to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment. Delivery instructions shall be provided to Transmission Owner by Interconnection Customer within thirty (30) days in either event. Both Transmission Owner and Interconnection Customer agree that if the Transmission Owner Interconnection Facilities and Network Upgrades are constructed as anticipated, then all costs, expenses, ownership rights etc. will be managed as described in the GIA.

5. Obligations. This E&P Agreement does not obligate Transmission Owner to construct any Transmission Owner Interconnection Facilities or Network Upgrades. Interconnection Customer understands that Transmission Owner is under no obligation to construct any facilities for the Interconnection until after the GIA is executed by Transmission Owner and Interconnection Customer.

The GIA will establish the final milestone schedule and cost responsibility for costs and construction associated with interconnection of the Project.

6. **Notices.** All communications hereunder will be given in writing and: (i) personally delivered or (ii) sent to the addressee by overnight courier service. The addresses to be used for all such communications are listed in Appendix B. Either Party may change its address for the purposes of this E&P Agreement by giving not less than five (5) business days prior written notice to the other in accordance with this Section 5.

7. Modifications. The Parties hereto agree that this E&P Agreement shall constitute the entire agreement and understanding between the Parties hereto with regard to the subject matter expressly provided for herein. The Parties hereto are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. No amendment of any provision of this E&P Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

8. Limitation of Liability. In no event shall either Party be liable in connection with this E&P Agreement 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, or any other theory of liability.

9. Authority. Each Party represents and warrants that it has full power and authority to enter into and to perform all obligations imposed upon it by this E&P Agreement. The person signing this E&P Agreement on behalf of each Party has been properly authorized and empowered to execute this E&P Agreement.

10. Disputes. The Parties shall exercise commercially reasonable good faith efforts to resolve any dispute that may arise between them in relation to this E&P Agreement through amicable discussions between their respective representatives. In the event the dispute cannot be resolved through such good faith efforts, the dispute resolution procedures set forth in Article 12 of the Xcel Energy OATT shall be used to resolve the dispute.

11. Governing Law. The validity, interpretation and performance of this E&P Agreement and each of its provisions shall be governed by the laws of the State of [INSERT STATE] without regard to its conflicts of law.

12. Generator Interconnection Agreement. With the exception of termination pursuant to Article 14 herein, nothing in this E&P Agreement will relieve either Party hereto of its obligation to negotiate a GIA to govern the interconnection of the facilities of the Parties hereto at the point of Interconnection.

13. Assignment. Upon written notice to the other Party, either Party hereto may assign this E&P Agreement to an affiliate of the assigning Party without the other Party's consent. In all other circumstances, neither Party hereto may assign this E&P Agreement without the other Party's prior written consent.

14. Termination. Unless earlier terminated as provided herein, this E&P Agreement will terminate (i) when the Parties hereto execute the GIA, (ii) upon FERC's acceptance of either an unexecuted GIA or a non-conforming GIA, or (iii) if the Interconnection Customer elects to cease the Preliminary Work pursuant to Section 4.6 of this E&P Agreement, and all financial settlements under this E&P Agreement have been completed. If a GIA is not signed by [INSERT DATE], the Interconnection Customer will be deemed to have to ceased the Preliminary Work under this E&P Agreement, unless the Parties otherwise mutually agreed.

15. Survival. The provisions of this E&P Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including those provisions relating to Section 4.6 (Early Termination), Section 8 (Limitation of Liability), Section 10 (Disputes), and Section 14 (Termination). In addition, the obligation to pay any money due and owing to either Party pursuant to this E&P Agreement will survive termination of this E&P Agreement.

16. MISO. FERC requires MISO to be a signatory to all contracts related to facilities under MISO's Functional Control. The Parties agree that the signature of MISO's authorized officer acknowledges this E&P Agreement but that MISO had no role in negotiating the terms of this agreement. The Parties further acknowledge that this E&P Agreement does not in any way state or imply that MISO is taking responsibility for any actions of either Party, that MISO has any affirmative duties under this Agreement, that MISO has taken a position on the reasonableness of the terms of this E&P Agreement, or that MISO is liable in any way under this E&P Agreement. The Parties further state they understand FERC desires the Parties keep MISO fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this E&P Agreement. Any future amendments of this Agreement are therefore subject to the approval of both Parties and acknowledgment by MISO.

17. Execution. If the foregoing correctly sets forth the agreement of the Parties, the Interconnection Customer shall indicate by signing one original counterpart of this E&P Agreement in the space provided and forward a PDF copy of the signature page to:

Transmission Owner:

Northern States Power Company
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]
Email: [INSERT EMAIL]

Transmission Owner will sign original and provide a PDF copy of the fully executed E&P Agreement to Interconnection Customer for Interconnection Customer's files.

[Signatures on Following Page]

SIGNATURES

[INSERT QUEUE NUMBER] E&P AGREEMENT

Transmission Owner

Xcel Energy Services Inc. as authorized agent for
Northern States Power Company, a [INSERT STATE] corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Interconnection Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

The signature below of the authorized officer of MISO is for the limited purpose of acknowledging that an authorized officer of MISO has read this Agreement.

Midcontinent Independent System Operator, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A to E&P Agreement

Preliminary Work

The Transmission Owner agrees to begin the Preliminary Work by commencing activities associated with land procurement, permitting, engineering and design, and procurement of long lead material associated with the Interconnection as set forth below.

Engineering Estimates (+/- 30%) for the [INSERT PROJECT NAME] Project as defined in MISO [INSERT QUEUE NUMBER] Facilities Study:

Substations	$_____
Transmission	$_____
Siting and Land Rights	$_____
Long Lead Material Ordering	$_____
Total	**$_____**

Appendix B to E&P Agreement

Addresses for Delivery of Notices

Notices:

Transmission Owner:

Northern States Power Company
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]

Interconnection Customer:

[TO BE SUPPLIED]
ATTN: [TO BE SUPPLIED]
[ADDRESS]
[CITY AND STATE]

MISO:

Midcontinent Independent System Operator, Inc.
Attn: [INSERT NAME]
[ADDRESS]
[CITY AND STATE]

Billings and Payments:

Transmission Owner:

Northern States Power Company
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]

Interconnection Customer:

[TO BE SUPPLIED]
ATTN: [TO BE SUPPLIED]
[ADDRESS]
[CITY AND STATE]

Attachment W-2
Form of Service Agreement for Engineering, Design, Permitting and Procurement Service

Engineering and Procurement Agreement

for

Transmission Owner Interconnection Facilities and Required Network Upgrades

for

PSCo Project [INSERT QUEUE NUMBER]

This Engineering and Procurement Agreement ("E&P Agreement") is entered into this _____ day of _____, 20__, by and between [INSERT COUNTERPARTY NAME], a [INSERT TYPE OF ORGANIZATION AND STATE OF ORGANIZATION] ("Interconnection Customer") and Xcel Energy Services Inc. ("XES"), a Delaware corporation, on behalf of Public Service Company of Colorado, a Colorado corporation, ("Transmission Owner" or "PSCo").

In this E&P Agreement, Interconnection Customer and Transmission Owner may each be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Interconnection Customer intends to construct, own, and operate a [INSERT SIZE] MW [INSERT TYPE] generation project, also referred to by the Interconnection Customer as [INSERT PROJECT NAME] located in [INSERT NAME], [INSERT STATE] as identified in PSCo [INSERT QUEUE NUMBER] (hereinafter the "Project"); and

WHEREAS, The Interconnection Customer has requested an in-service date of [INSERT DATE], and in an attempt to meet Interconnection Customer's schedule the Parties agree to enter into this E&P Agreement; and

WHEREAS, Interconnection Customer and Transmission Owner intend to enter into a Generator Interconnection Agreement ("GIA") that will provide for, among other things, the interconnection of the Project to the Transmission Owner's [INSERT LINE OR SUBSTATION NAME] ("Transmission Owner's Facility"). Such interconnection is referred to herein as (the "Interconnection"); and

WHEREAS, Appendixes A and B attached to this E&P Agreement are hereby incorporated into this E&P Agreement and shall be considered a part of this E&P Agreement; and

WHEREAS, Interconnection Customer may request in writing that Transmission Owner file with FERC this E&P Agreement in unexecuted form.

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

AGREEMENT

1. Services. All work and services to be performed for the Interconnection, including but not limited to the system upgrades described below for the Interconnection, are referred to herein as the "Work."

2. Definitions. Unless specifically defined herein, capitalized terms used herein shall have the meaning as defined in the Xcel Energy Operating Companies Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission (the "Xcel Energy OATT").

3. Work. The Parties agree to enter into this E&P Agreement with the purpose of authorizing and directing the Transmission Owner to begin the Work by commencing activities associated with land procurement, permitting, engineering and design, and long lead time material procurement associated with the Interconnection as specifically set forth in Appendix A (collectively, the "Preliminary Work"), and for Interconnection Customer to provide financial security for such Preliminary Work.

3.1 Upon completion of the Interconnection Facilities Study, Transmission Owner, Interconnection Customer and if applicable the Regional Transmission Organization will negotiate and execute a GIA to define the rights and responsibilities of each Party regarding the Interconnection and required system upgrades. The GIA is anticipated to provide, among other things, for the construction and financial responsibilities of Transmission Owner and Interconnection Customer to engineer, design, procure, and/or construct all areas, equipment, facilities, and/or upgrades which are necessary for:

a) the interconnection of the Project to the Transmission Owner's Facility, including the tie-in from the Transmission Owner's Facility to the interconnection facilities to be owned and operated by Interconnection Customer ("Interconnection Customer Interconnection Facilities"), and

b) the upgrades to the Transmission Owner's Transmission System which are required to achieve adequate stability of the system with the Project on-line ("Network Upgrades").

3.2 Should the Network Upgrades in the Facilities Study change, any additional costs from the change would be borne by the Interconnection Customer under the GIA.

3.3 The Preliminary Work completed by Transmission Owner under this E&P Agreement shall be considered Work completed in performance of Transmission Owner's obligations under the GIA.

3.4 Notwithstanding that the GIA has not been entered into by the Parties at the time this E&P Agreement is executed, Interconnection Customer agrees to have Transmission Owner begin the Preliminary Work in order to meet Interconnection Customer's schedule for the generation Project's Commercial Operation Date. Transmission Owner will begin such Preliminary Work in the same way that Transmission Owner would be required to do so if the GIA were in effect. Preliminary Work under these conditions will be performed subject to (i)

the terms set forth herein and (ii) the Interconnection Customer's agreement to provide financial security to Transmission Owner for all reasonable and necessary costs and expenses incurred by Transmission Owner in performing the Preliminary Work.

4. Billing and Payment. The Interconnection Customer shall remit to Transmission Owner security in the amount of [INSERT DOLLAR AMOUNT] ("E&P Security") in the manner set forth in Section 4.2 of this E&P Agreement in order to provide financial security to Transmission Owner for its portion of the Preliminary Work to be completed in advance of an executed GIA. Transmission Owner is willing to proceed with the Preliminary Work expressly contingent upon the following terms and conditions:

4.1. Upon execution of this E&P Agreement and receipt of the E&P Security, Transmission Owner will proceed with the Preliminary Work to facilitate the Interconnection. Transmission Owner shall perform the Preliminary Work in accordance with the standards set forth in the Xcel Energy OATT.

4.2. The Parties acknowledge that the GIA for the Project has not yet been executed and as such there is no security in place for any of Transmission Owner's portion of the Preliminary Work completed prior to execution of the GIA. To provide financial security to Transmission Owner under this E&P Agreement, Interconnection Customer will remit the E&P Security to Transmission Owner in the form of cash, a parental guarantee, or letter of credit in the amount of [INSERT DOLLAR AMOUNT] ([INSERT WRITTEN DOLLAR VALUE]) payable to "Public Service Company of Colorado". Upon receipt of the E&P Security and an executed copy of the E&P Agreement, Transmission Owner will assign the E&P Security to a project account maintained by the Transmission Owner (the "E&P Project Account").

4.3 Interconnection Customer may request in writing that the Transmission Owner file this E&P Agreement with FERC in unexecuted form. If the Interconnection Customer makes such a request, Transmission Owner will file the agreement, unexecuted, within 30 days. In the event that this E&P Agreement is filed unexecuted the E&P Security shall be provided to Transmission Owner by Interconnection Customer pursuant to this Section 4 within: (a) thirty (30) business days of acceptance of this E&P Agreement by FERC if this E&P Agreement is filed unexecuted and the E&P Security is being contested by Interconnection Customer; or (b) thirty (30) business days of the date of filing of this E&P Agreement if it is filed unexecuted and the E&P Security is not being contested by Interconnection Customer. If the Interconnection Customer agrees that the Transmission Owner may proceed with the Preliminary Work under the agreed-upon terms of the unexecuted E&P Agreement, then Transmission Owner will proceed pending Commission action, provided however that Transmission Owner will proceed with the Preliminary Work only upon receipt of E&P Security.

4.4. At any time that Transmission Owner estimates that additional security is required before a definitive GIA for the Project has been executed to continue Transmission Owner's portion of the Preliminary Work, Transmission Owner shall request in writing from Interconnection Customer additional security, which when totaled with the E&P Security in the E&P Project Account, will allow Transmission Owner to continue its portion of the Preliminary Work ("Additional Security"). Such request shall specifically describe the remaining scope of Preliminary Work to be completed by Transmission Owner and the additional security required by Transmission Owner to complete such work. Interconnection Customer will

remit the amount of Additional Security requested to Transmission Owner within ten (10) business days in the same manner prescribed in Section 4.2 above. Failure of Interconnection Customer to remit Additional Security within ten (10) business days will result in the termination of this E&P Agreement. Any such termination shall not affect the Interconnection Customer's Interconnection queue position.

4.5. Subject to Section 4.6 of this E&P Agreement, the Transmission Owner will release the E&P Security after Transmission Owner and Interconnection Customer have executed a GIA for the Project if the E&P Security was provided in the form of a parental guarantee or letter of credit (including any Additional Security) to Interconnection Customer.

4.6. Interconnection Customer may direct Transmission Owner at any time, through written correspondence, to cease the Preliminary Work under this E&P Agreement. In such event, the E&P Security will be released or refunded to Interconnection Customer only after all documented fees, charges and penalties associated with Transmission Owner's Preliminary Work, including any associated cancellation costs of orders for equipment have been deducted. Transmission Owner shall provide documentation substantiating any fees, charges, and penalties incurred in connection with the cancellation of orders for equipment within the scope of this section. In the event that Interconnection Customer directs Transmission Owner to cease Preliminary Work or otherwise terminates this agreement, Transmission Owner shall mitigate any costs associated with Preliminary Work under this E&P Agreement in accordance with Section 9 of the PSCo Standard Large Generator Interconnection Procedures.

4.7 In the event that either, (i) this E&P Agreement is terminated or (ii) Interconnection Customer elects to cancel this E&P Agreement after Transmission Owner takes possession of any equipment ordered under this E&P Agreement, Transmission Owner may elect: (a) to take title to the equipment ordered on behalf of Interconnection Customer, in which event Transmission Owner shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (b) to transfer title to and deliver the equipment ordered by Transmission Owner to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment. Delivery instructions shall be provided to Transmission Owner by Interconnection Customer within thirty (30) days in either event. Both Transmission Owner and Interconnection Customer agree that if the Transmission Owner Interconnection Facilities and Network Upgrades are constructed as anticipated, then all costs, expenses, ownership rights etc. will be managed as described in the GIA.

5. Obligations. This E&P Agreement does not obligate Transmission Owner to construct any Transmission Owner Interconnection Facilities or Network Upgrades. Interconnection Customer understands that Transmission Owner is under no obligation to construct any facilities for the Interconnection until after the GIA is executed by Transmission Owner and Interconnection Customer. The GIA will establish the final milestone schedule and cost responsibility for costs and construction associated with interconnection of the Project.

6. **Notices.** All communications hereunder will be given in writing and: (i) personally delivered or (ii) sent to the addressee by overnight courier service. The addresses to be used for all such

communications are listed in Appendix B. Either Party may change its address for the purposes of this E&P Agreement by giving not less than five (5) business days prior written notice to the other in accordance with this Section 5.

7. Modifications. The Parties hereto agree that this E&P Agreement shall constitute the entire agreement and understanding between the Parties hereto with regard to the subject matter expressly provided for herein. The Parties hereto are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. No amendment of any provision of this E&P Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

8. Limitation of Liability. In no event shall either Party be liable in connection with this E&P Agreement 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, or any other theory of liability.

9. Authority. Each Party represents and warrants that it has full power and authority to enter into and to perform all obligations imposed upon it by this E&P Agreement. The person signing this E&P Agreement on behalf of each Party has been properly authorized and empowered to execute this E&P Agreement.

10. Disputes. The Parties shall exercise commercially reasonable good faith efforts to resolve any dispute that may arise between them in relation to this E&P Agreement through amicable discussions between their respective representatives. In the event the dispute cannot be resolved through such good faith efforts, the dispute resolution procedures set forth in Article 12 of the Xcel Energy OATT shall be used to resolve the dispute.

11. Governing Law. The validity, interpretation and performance of this E&P Agreement and each of its provisions shall be governed by the laws of the State of [INSERT STATE] without regard to its conflicts of law.

12. Generator Interconnection Agreement. With the exception of termination pursuant to Article 14 herein, nothing in this E&P Agreement will relieve either Party hereto of its obligation to negotiate a GIA to govern the interconnection of the facilities of the Parties hereto at the point of Interconnection.

13. Assignment. Upon written notice to the other Party, either Party hereto may assign this E&P Agreement to an affiliate of the assigning Party without the other Party's consent. In all other circumstances, neither Party hereto may assign this E&P Agreement without the other Party's prior written consent.

14. Termination. Unless earlier terminated as provided herein, this E&P Agreement will terminate (i) when the Parties hereto execute the GIA, (ii) upon FERC's acceptance of either an unexecuted GIA or a non-conforming GIA, or (iii) if the Interconnection Customer elects to cease the Preliminary Work pursuant to Section 4.6 of this E&P Agreement, and all financial settlements under this E&P Agreement have been completed. If a GIA is not signed by [INSERT DATE], the Interconnection Customer will be

deemed to have to ceased the Preliminary Work under this E&P Agreement, unless as the Parties otherwise mutually agreed.

15. Survival. The provisions of this E&P Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including those provisions relating to Section 4.6 (Early Termination), Section 8 (Limitation of Liability), Section 10 (Disputes), and Section 14 (Termination). In addition, the obligation to pay any money due and owing to either Party pursuant to this E&P Agreement will survive termination of this E&P Agreement.

16. Execution. If the foregoing correctly sets forth the agreement of the Parties, the Interconnection Customer shall indicate by signing one original counterpart of this E&P Agreement in the space provided and forward a PDF copy of the signature page to:

Transmission Owner:

Public Service Company of Colorado
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]
Email: [INSERT EMAIL]

Transmission Owner will sign original and provide a PDF copy of the fully executed E&P Agreement to Interconnection Customer for Interconnection Customer's files.

[Signatures on Following Page]

SIGNATURES

[INSERT QUEUE NUMBER] E&P AGREEMENT

Transmission Owner

Xcel Energy Services Inc. as authorized agent for
Public Service Company of Colorado, a Colorado corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Interconnection Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A to E&P Agreement

Preliminary Work

The Transmission Owner agrees to begin the Preliminary Work by commencing activities associated with land procurement, permitting, engineering and design, and procurement of long lead material associated with the Interconnection as set forth below.

Engineering Estimates (+/- 30%) for the [INSERT PROJECT NAME] Project as defined in PSCo [INSERT QUEUE NUMBER] Facilities Study:

Substations	$_____
Transmission	$_____
Siting and Land Rights	$_____
Long Lead Material Ordering	$_____
Total	**$_____**

Appendix B to E&P Agreement

Addresses for Delivery of Notices

Notices:

Transmission Owner:

Public Service Company of Colorado
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]

Interconnection Customer:

[TO BE SUPPLIED]
ATTN: [TO BE SUPPLIED]
[ADDRESS]
[CITY AND STATE]

Billings and Payments:

Transmission Owner:

Public Service Company of Colorado
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]

Interconnection Customer:

[TO BE SUPPLIED]
ATTN: [TO BE SUPPLIED]
[ADDRESS]
[CITY AND STATE]

Attachment W-3
Form of Service Agreement for Engineering, Design, Permitting and Procurement Service

Engineering and Procurement Agreement

for

Transmission Owner Interconnection Facilities and Required Network Upgrades

for

Southwest Power Pool Project [INSERT QUEUE NUMBER]

This Engineering and Procurement Agreement ("E&P Agreement") is entered into this _____ day of _____, 20__, by and between [INSERT COUNTERPARTY NAME], a [INSERT TYPE OF ORGANIZATION AND STATE OF ORGANIZATION] ("Interconnection Customer") and Xcel Energy Services Inc. ("XES"), a Delaware corporation, on behalf of Southwestern Public Service Company, a New Mexico corporation, ("Transmission Owner" or "SPS").

In this E&P Agreement, Interconnection Customer and Transmission Owner may each be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Interconnection Customer intends to construct, own, and operate a [INSERT SIZE] MW [INSERT TYPE] generation project, also referred to by the Interconnection Customer as [INSERT PROJECT NAME] located in [INSERT NAME], [INSERT STATE] as identified in SPS [INSERT QUEUE NUMBER] (hereinafter the "Project"); and

WHEREAS, The Interconnection Customer has requested an in-service date of [INSERT DATE], and in an attempt to meet Interconnection Customer's schedule the Parties agree to enter into this E&P Agreement; and

WHEREAS, Interconnection Customer and Transmission Owner intend to enter into a Generator Interconnection Agreement ("GIA") that will provide for, among other things, the interconnection of the Project to the Transmission Owner's [INSERT LINE OR SUBSTATION NAME] ("Transmission Owner's Facility"). Such interconnection is referred to herein as (the "Interconnection"); and

WHEREAS, Appendixes A and B attached to this E&P Agreement are hereby incorporated into this E&P Agreement and shall be considered a part of this E&P Agreement; and

WHEREAS, Interconnection Customer may request in writing that Transmission Owner file with FERC this E&P Agreement in unexecuted form.

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

AGREEMENT

1. Services. All work and services to be performed for the Interconnection, including but not limited to the system upgrades described below for the Interconnection, are referred to herein as the "Work."

2. Definitions. Unless specifically defined herein, capitalized terms used herein shall have the meaning as defined in the Xcel Energy Operating Companies Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission (the "Xcel Energy OATT").

3. Work. The Parties agree to enter into this E&P Agreement with the purpose of authorizing and directing the Transmission Owner to begin the Work by commencing activities associated with land procurement, permitting, engineering and design, and long lead time material procurement associated with the Interconnection as specifically set forth in Appendix A (collectively, the "Preliminary Work"), and for Interconnection Customer to provide financial security for such Preliminary Work.

3.1 Upon completion of the Interconnection Facilities Study, Transmission Owner, Interconnection Customer and if applicable the Regional Transmission Organization will negotiate and execute a GIA to define the rights and responsibilities of each Party regarding the Interconnection and required system upgrades. The GIA is anticipated to provide, among other things, for the construction and financial responsibilities of Transmission Owner and Interconnection Customer to engineer, design, procure, and/or construct all areas, equipment, facilities, and/or upgrades which are necessary for:

a) the interconnection of the Project to the Transmission Owner's Facility, including the tie-in from the Transmission Owner's Facility to the interconnection facilities to be owned and operated by Interconnection Customer ("Interconnection Customer Interconnection Facilities"), and

b) the upgrades to the Transmission Owner's Transmission System which are required to achieve adequate stability of the system with the Project on-line ("Network Upgrades").

3.2 Should the Network Upgrades in the Facilities Study change, any additional costs from the change would be borne by the Interconnection Customer under the GIA.

3.3 The Preliminary Work completed by Transmission Owner under this E&P Agreement shall be considered Work completed in performance of Transmission Owner's obligations under the GIA.

3.4 Notwithstanding that the GIA has not been entered into by the Parties at the time this E&P Agreement is executed, Interconnection Customer agrees to have Transmission Owner begin the Preliminary Work in order to meet Interconnection Customer's schedule for the generation Project's Commercial Operation Date. Transmission Owner will begin such Preliminary Work in the same way that Transmission Owner would be required to do so if the GIA were in effect. Preliminary Work under these conditions will be performed subject to (i) the terms set forth herein and (ii) the Interconnection Customer's agreement to provide

financial security to Transmission Owner for all reasonable and necessary costs and expenses incurred by Transmission Owner in performing the Preliminary Work.

4. Billing and Payment. The Interconnection Customer shall remit to Transmission Owner security in the amount of [INSERT DOLLAR AMOUNT] ("E&P Security") in the manner set forth in Section 4.2 of this E&P Agreement in order to provide financial security to Transmission Owner for its portion of the Preliminary Work to be completed in advance of an executed GIA. Transmission Owner is willing to proceed with the Preliminary Work expressly contingent upon the following terms and conditions:

4.1. Upon execution of this E&P Agreement and receipt of the E&P Security, Transmission Owner will proceed with the Preliminary Work to facilitate the Interconnection. Transmission Owner shall perform the Preliminary Work in accordance with the standards set forth in the Xcel Energy OATT.

4.2. The Parties acknowledge that the GIA for the Project has not yet been executed and as such there is no security in place for any of Transmission Owner's portion of the Preliminary Work completed prior to execution of the GIA. To provide financial security to Transmission Owner under this E&P Agreement, Interconnection Customer will remit the E&P Security to Transmission Owner in the form of cash, a parental guarantee, or letter of credit in the amount of [INSERT DOLLAR AMOUNT] ([INSERT WRITTEN DOLLAR VALUE]) payable to "Southwestern Public Service Company". Upon receipt of the E&P Security and an executed copy of the E&P Agreement, Transmission Owner will assign the E&P Security to a project account maintained by the Transmission Owner (the "E&P Project Account").

4.3. Interconnection Customer may request in writing that the Transmission Owner file this E&P Agreement with FERC in unexecuted form. If the Interconnection Customer makes such a request, Transmission Owner will file the agreement, unexecuted, within 30 days. In the event that this E&P Agreement is filed unexecuted the E&P Security shall be provided to Transmission Owner by Interconnection Customer pursuant to this Section 4 within: (a) thirty (30) business days of acceptance of this E&P Agreement by FERC if this E&P Agreement is filed unexecuted and the E&P Security is being contested by Interconnection Customer; or (b) thirty (30) business days of the date of filing of this E&P Agreement if it is filed unexecuted and the E&P Security is not being contested by Interconnection Customer. If the Interconnection Customer agrees that the Transmission Owner may proceed with the Preliminary Work under the agreed-upon terms of the unexecuted E&P Agreement, then Transmission Owner will proceed pending Commission action, provided however that Transmission Owner will proceed with the Preliminary Work only upon receipt of E&P Security.

4.4. At any time that Transmission Owner estimates that additional security is required before a definitive GIA for the Project has been executed to continue Transmission Owner's portion of the Preliminary Work, Transmission Owner shall request in writing from Interconnection Customer additional security, which when totaled with the E&P Security in the E&P Project Account, will allow Transmission Owner to continue its portion of the Preliminary Work ("Additional Security"). Such request shall specifically describe the remaining scope of Preliminary Work to be completed by Transmission Owner and the additional security required by Transmission Owner

to complete such work. Interconnection Customer will remit the amount of Additional Security requested to Transmission Owner within ten (10) business days in the same manner prescribed in Section 4.2 above. Failure of Interconnection Customer to remit Additional Security within ten (10) business days will result in the termination of this E&P Agreement. Any such termination shall not affect the Interconnection Customer's Interconnection queue position.

4.5. Subject to Section 4.6 of this E&P Agreement, the Transmission Owner will release the E&P Security after Transmission Owner and Interconnection Customer have executed a GIA for the Project if the E&P Security was provided in the form of a parental guarantee or letter of credit (including any Additional Security) to Interconnection Customer.

4.6. Interconnection Customer may direct Transmission Owner at any time, through written correspondence, to cease the Preliminary Work under this E&P Agreement. In such event, the E&P Security will be released or refunded to Interconnection Customer only after all documented fees, charges and penalties associated with Transmission Owner's Preliminary Work, including any associated cancellation costs of orders for equipment have been deducted. Transmission Owner shall provide documentation substantiating any fees, charges, and penalties incurred in connection with the cancellation of orders for equipment within the scope of this section. In the event that Interconnection Customer directs Transmission Owner to cease Preliminary Work or otherwise terminates this agreement, Transmission Owner shall mitigate any costs associated with Preliminary Work under this E&P Agreement in accordance with Section 9 of the SPP Generator Interconnection Procedures.

4.7. In the event that either, (i) this E&P Agreement is terminated or (ii) Interconnection Customer elects to cancel this E&P Agreement after Transmission Owner takes possession of any equipment ordered under this E&P Agreement, Transmission Owner may elect: (a) to take title to the equipment ordered on behalf of Interconnection Customer, in which event Transmission Owner shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (b) to transfer title to and deliver the equipment ordered by Transmission Owner to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment. Delivery instructions shall be provided to Transmission Owner by Interconnection Customer within thirty (30) days in either event. Both Transmission Owner and Interconnection Customer agree that if the Transmission Owner Interconnection Facilities and Network Upgrades are constructed as anticipated, then all costs, expenses, ownership rights etc. will be managed as described in the GIA.

5. Obligations. This E&P Agreement does not obligate Transmission Owner to construct any Transmission Owner Interconnection Facilities or Network Upgrades. Interconnection Customer understands that Transmission Owner is under no obligation to construct any facilities for the Interconnection until after the GIA is executed by Transmission Owner and Interconnection Customer. The GIA will establish the final milestone schedule and cost responsibility for costs and construction associated with interconnection of the Project.

6. **Notices.** All communications hereunder will be given in writing and: (i) personally delivered or (ii) sent to the addressee by overnight courier service. The addresses to be used for all such communications are listed in Appendix B. Either Party may change its address for the purposes of this E&P Agreement by giving not less than five (5) business days prior written notice to the other in accordance with this Section 5.

7. Modifications. The Parties hereto agree that this E&P Agreement shall constitute the entire agreement and understanding between the Parties hereto with regard to the subject matter expressly provided for herein. The Parties hereto are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. No amendment of any provision of this E&P Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

8. Limitation of Liability. In no event shall either Party be liable in connection with this E&P Agreement 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, or any other theory of liability.

9. Authority. Each Party represents and warrants that it has full power and authority to enter into and to perform all obligations imposed upon it by this E&P Agreement. The person signing this E&P Agreement on behalf of each Party has been properly authorized and empowered to execute this E&P Agreement.

10. Disputes. The Parties shall exercise commercially reasonable good faith efforts to resolve any dispute that may arise between them in relation to this E&P Agreement through amicable discussions between their respective representatives. In the event the dispute cannot be resolved through such good faith efforts, the dispute resolution procedures set forth in Article 12 of the Xcel Energy OATT shall be used to resolve the dispute.

11. Governing Law. The validity, interpretation and performance of this E&P Agreement and each of its provisions shall be governed by the laws of the State of [INSERT STATE] without regard to its conflicts of law.

12. Generator Interconnection Agreement. With the exception of termination pursuant to Article 14 herein, nothing in this E&P Agreement will relieve either Party hereto of its obligation to negotiate a GIA to govern the interconnection of the facilities of the Parties hereto at the point of Interconnection.

13. Assignment. Upon written notice to the other Party, either Party hereto may assign this E&P Agreement to an affiliate of the assigning Party without the other Party's consent. In all other circumstances, neither Party hereto may assign this E&P Agreement without the other Party's prior written consent.

14. Termination. Unless earlier terminated as provided herein, this E&P Agreement will terminate (i) when the Parties hereto execute the GIA, (ii) upon FERC's acceptance of either an unexecuted GIA or a non-conforming GIA, or (iii) if the Interconnection Customer elects to cease the Preliminary Work pursuant to Section 4.6 of this E&P Agreement, and all financial settlements under this E&P Agreement

have been completed. If a GIA is not signed by [INSERT DATE], the Interconnection Customer will be deemed to have to ceased the Preliminary Work under this E&P Agreement, unless the Parties otherwise mutually agreed.

15. Survival. The provisions of this E&P Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including those provisions relating to Section 4.6 (Early Termination), Section 8 (Limitation of Liability), Section 10 (Disputes), and Section 14 (Termination). In addition, the obligation to pay any money due and owing to either Party pursuant to this E&P Agreement will survive termination of this E&P Agreement.

16. Execution. If the foregoing correctly sets forth the agreement of the Parties, the Interconnection Customer shall indicate by signing one original counterpart of this E&P Agreement in the space provided and forward a PDF copy of the signature page to:

Transmission Owner:

Southwestern Public Service Company
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]
Email: [INSERT EMAIL]

Transmission Owner will sign original and provide a PDF copy of the fully executed E&P Agreement to Interconnection Customer for Interconnection Customer's files.

[Signatures on Following Page]

SIGNATURES

[INSERT QUEUE NUMBER] E&P AGREEMENT

Transmission Owner

Xcel Energy Services Inc. as authorized agent for
Southwestern Public Service Company, a New Mexico corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Interconnection Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A to E&P Agreement

Preliminary Work

The Transmission Owner agrees to begin the Preliminary Work by commencing activities associated with land procurement, permitting, engineering and design, and procurement of long lead material associated with the Interconnection as set forth below.

Engineering Estimates (+/- 30%) for the [INSERT PROJECT NAME] Project as defined in SPP [INSERT QUEUE NUMBER] Facilities Study:

Substations	$_____
Transmission	$_____
Siting and Land Rights	$_____
Long Lead Material Ordering	$_____
Total	**$_____**

Appendix B to E&P Agreement

Addresses for Delivery of Notices

Notices:

Transmission Owner:

Southwestern Public Service Company
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]

Interconnection Customer:

[TO BE SUPPLIED]
ATTN: [TO BE SUPPLIED]
[ADDRESS]
[CITY AND STATE]

Billings and Payments:

Transmission Owner:

Southwestern Public Service Company
Attn: [INSERT NAME]
Xcel Energy Services Inc.
[ADDRESS]
[CITY AND STATE]

Interconnection Customer:

[TO BE SUPPLIED]
ATTN: [TO BE SUPPLIED]
[ADDRESS]
[CITY AND STATE]

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

ATTACHMENT AA

Service Agreements For Point-To-Point Transmission Service

SERVICE AGREEMENT NO. 355-PSCO

(Western Agreement No. 13-RMR-2374)

FOR

LONG-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE

BETWEEN

WESTERN AREA POWER ADMINISTRATION

AND

PUBLIC SERVICE COMPANY OF COLORADO

ATTACHMENT A-2

Form of Service Agreement For
Long-Term Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of November 1 2013, is entered into, by and between Public Service Company of Colorado ("Transmission Provider" or "PSCo"), and Western Area Power Administration ("Transmission Customer" or "Western"), all of whom may be referred to individually as "Party" or jointly as "Parties."

2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.

3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff. Not applicable.

4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the Parties.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of the Tariff, as it may be amended from time to time, and this Service Agreement.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy
414 Nicollet Mall, MP08
Minneapolis, MN 55401

Transmission Customer:

Power Marketing Manager, J6000
Western Area Power Administration
Rocky Mountain Region

First Class Mail:

P.O. Box 3700
Loveland, CO 80539-3003

Overnight Delivery:

5555 East Crossroads Boulevard
Loveland, CO 80538

7.0 The Tariff is incorporated herein and made a part hereof to the extent it is consistent with Federal Law.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: /s/ *Ian R. Benson* — Director Transmission Planning and Business Relations — 11/26/13
Ian Benson — Title — Date

Xcel Energy Services Inc.
Agent for Public Service Company of Colorado

Transmission Customer:

By: /s/ *David Neumayer* — Power Marketing Manager — November 22, 2013
David Neumayer — Title — Date

Specifications For Long-Term Firm Point-To-Point Transmission Service

1.0 Term of Transaction: 10 years, 10 months

Start Date: December 1, 2013 (conversion of grandfathered Contract No. 88-LAO-376, Interconnections and Transmission Service, dated December 31, 1990).

Termination Date: October 1, 2024, or upon one year notice by Transmission Customer to Transmission Provider, or upon mutual agreement.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

Firm capacity and energy to be transmitted by Transmission Provider from Malta 230-kV Substation to Ault 230-kV Substation.

3.0 Point(s) of Receipt: Malta 230-kV
Delivering Party: Transmission Customer

4.0 Point(s) of Delivery: Ault 230-kV
Receiving Party: Transmission Customer

5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 30 MW

6.0 Designation of party(ies) subject to reciprocal service obligation:
Western Area Power Administration

7.0 Name(s) of any Intervening Systems providing transmission service: None.

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: As set forth in the Schedule 7 of the Tariff.

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

8.3 Direct Assignment Facilities Charge: None.

8.4 Ancillary Services Charges:

8.4.1 Ancillary Services Provided by Transmission Provider:

8.4.1.1 Scheduling, System Control and Dispatch Service – Schedule 1

8.4.1.2 Regulation and Frequency Response Service – Not applicable as the capacity used is from Western's resources that are pseudo tied inside WACM to Western's loads inside WACM.

8.4.2 Ancillary Services Self-Provided by Transmission Customer:

8.4.2.1 Reactive Supply and Voltage Control - Not applicable as Western's resources are pseudo tied inside WACM to Western's loads inside WACM.

8.4.2.2 Operating Reserves - Spinning Reserve Service

8.4.2.3 Operating Reserves - Supplemental Reserve Service

8.4.3 Energy Imbalance Service - Not applicable

8.4.4 Generation Imbalance Service - Not applicable, for Western's generation resources pseudo tied inside WACM to Western's loads inside WACM.

9.0 Loss Compensation Service:

9.1 Transmission Customer shall pay for its Real Power Losses at the rate set forth in Section 28.5 of the Tariff (currently, 2.56%) or alternatively, have the option to provide in-kind Real Power Losses to PSCo.

9.2 Transmission Customer's Real Power Losses obligation will be calculated based upon the daily total of Transmission Customer's schedules on the PTP transmission reservation multiplied by the loss rate set forth in Section 28.5 of the Tariff (currently, 2.56%). If the PTP reservation is not used to schedule energy, loss obligations will be calculated based upon the Mount Elbert generation level less the sum of all scheduled deliveries to Western's customers provided under Network Integration Transmission Service Agreement 13-RMR-2368/325-PSCO.

9.3 Alternatively, Transmission Customer may exercise its option at any time to settle its Real Power Losses obligation by providing in-kind Real Power Losses to PSCo by providing two (2) business days prior to the 10th calendar day of the month advance written notification to PSCo. Western shall return in-kind energy as described in Schedule 14 of the PSCO OATT.

10. Net Billing and Bill Crediting:

10.1 Public Service shall accept payment from third parties of amounts due Public Service from Western and shall notify Western of the date of receipt of each payment. Public Service shall credit Western for such payments the same as if

they had been made directly by Western. This obligation to accept payment from a third party does not release Western of its obligation to pay Public Service if a third party is unwilling or unable to pay. In the event third party payment to Public Service exceeds Western's payment obligation to Public Service, Public Service shall apply the excess credit as an offset to the following month's payment of obligations due from Western. In the event Western directs more than one third party to make payment to Public Service and the total payments exceed Western's payment obligation to Public Service, Public Service shall apply the excess credit as an offset to the following month's payment of obligation due from Western.

10.2 Payments due Western by Public Service shall be paid by Public Service to a third party when so directed by Western. Any third party designated to receive payment in lieu of Western, and the amount to be paid to that party, will be so identified in writing to Public Service with the monthly power bill. The payment to the third party shall be due and payable by the payment due date specified on Western's bill. When remitting payment to a designated third party, Public Service shall indicate that such payment is being made on behalf of Western. Western shall credit Public Service for the amount paid as if payment had been made directly to Western. All other payment provisions shall remain in full force and effect. This payment to the designated third party releases Public Service from all further payment obligations to Western.

SERVICE AGREEMENT NO. 425-PSCO
(WAPA AGREEMENT NO. 16-RMR-2758)

FOR

NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE

BETWEEN

PUBLIC SERVICE COMPANY OF COLORADO

AND

WESTERN AREA POWER ADMINISTRATION

Service Agreement For Non-Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of March 20, 2018, is entered into, by and between Public Service Company of Colorado ("Transmission Provider"), and Western Area Power Administration ("Transmission Customer" or "WAPA") all of whom may be referred to individually as "Party" or jointly as "Parties."

2.0 The Transmission Customer has been determined by the Transmission Provider to be an Eligible Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.

3.0 Service under this Service Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.

4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of the Tariff, as it may be amended from time to time, and this Service Agreement.

5.1 As has been verified by the Transmission Provider, the Transmission Customer has provided reactive support to Transmission Provider's system from its hydropower facilities including Mt. Elbert, which is interconnected to Transmission Provider's system at the Malta Substation, and Upper and Lower Molina, which are interconnected to the Transmission Provider's system at the Collbran Substation. To the extent that Transmission Provider affirmatively confirms Transmission Customer is self-supplying adequate reactive support, Transmission Provider will not charge Transmission Customer a Schedule 2 charge for Non-Firm Point-To-Point Transmission Service from Transmission Provider to export Mt. Elbert or Upper and Lower Molina generation when generation from these facilities is in excess of Transmission Customer's network load. To the extent that this Non-Firm Point-To-Point Transmission Service is not applicable to the provisions in the Self Provision Test for Schedule 2 as described in Attachment 1 of this Service Agreement, those provisions will be waived. This waiver of Attachment 1 will apply to Non-Firm Point-To-Point Transmission Service requests with a Point of Receipt:Point of Delivery path of MALTA:AU or COLL:RFL, and these will not be assessed a Schedule 2 charge to the extent that Transmission Provider

affirmatively confirms the Transmission Customer is self-supplying adequate reactive support.

6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy
414 Nicollet Mall, GO6
Minneapolis, MN 55401

Transmission Customer:

Vice President of Power Marketing
Rocky Mountain Region
Western Area Power Administration

First Class Mail:
P.O. Box 3700
Loveland, CO 80539-3003

Overnight Delivery:
5555 East Crossroads Boulevard
Loveland, CO 80538

7.0 The Tariff is incorporated herein and made a part hereof to the extent it is consistent with Federal law.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: /s/ Ian R. Benson	_____	3/20/2018
Name: Ian R. Benson	Title: Area Vice President, Transmission Strategy and Planning Xcel Energy Services Inc. Authorized Agent for Public Service Company of Colorado	Date

Transmission Customer:

By: /s/ David Neumayer	_____	2/7/2018
Name: David Neumayer	Title: Vice President of Power Marketing, Rocky Mountain Region Western Area Power Administration	Date

Attachment 1
Self Provision Test for
Schedule 2 - Reactive Supply and Voltage Control

Self Provision Test

Net Var Exchange should be within the +/- .995 power factor (p.f.) averaged over the hour including the potential effect of reactive supplies that are available but not utilized from available generation units, shunt capacitors, and shunt reactors.

Customer is Out-of-Tolerance if the sum of the Net Var Exchange and the Available Var Supply exceeds the Bandwidth.

PSCo retains the right to re-assess the customer's ability to meet the criteria of this Self Provision Test. The re-assessment may determine the self-supply provision is no longer being met and result in the termination of this contractual provision after 30 days' notice.

Definitions

1. Power Factor Guide - Plus/Minus .995 power factor based on Customer Total System Load at time of PSCo Balancing Authority (BA) Monthly Peak Load
2. Customer Total System Load = Customer System Load in PSCo BA (MW)
3. Net Var Exchange = net Customer Sub-Area Interchange, (+/- Mvars)
4. Available Var Supply = potential vars remaining from available generators, capacitors, and reactors in the favorable direction and applicable increments (+/- Mvars)
5. Bandwidth = +/-.995 p.f. of Customer Total System Load, (+/- Mvars)
6. Out-of-Tolerance = billing trigger

Hourly Data to Supply for Conditions at Time of PSCo BA Monthly Peak:

1. Tie flows - real and reactive per tie and total real and reactive

2. System Load-Real and Reactive

3. Reactive Sources:

    - Generation Available - by unit

    - Generation Unavailable - by unit

- Forced outage
- Scheduled outage

- Generation output (real and reactive) - by unit
- Generation real-time rating by unit - Max MW and D curve
- Generation commercial rating by unit - Max MW and D curve
- Shunt Capacitors - Available By Bank
- Shunt Capacitors - On-Line By Bank
- Shunt Reactors - Available By Bank (N/A for Customer)
- Shunt Reactors - On-Line By Bank (N/A for Customer)
- Other Reactive Sources Including Purchases - Available
- Other Reactive Sources – On-Line or Purchase in Effect
- Actual High Side Bus Voltage for Each Reactive Source - Average For Hour

4. Note any germane operational orders/system constraints in effect at time.

Real-Time Data to be Supplied

Reactive Resource Availability Status, MVAR Output, and Dispatch:

1. Customer will provide real-time availability status and MVAR output for all reactive resources utilized to meet the self-supply criteria via ICCP to PSCo Transmission Operations.

2. PSCo may contact the customer, or its operating agent, to request utilization of the reactive resources under this Service Agreement. There will be no cost to PSCo.

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

ATTACHMENT BB

Service Agreements For Network Transmission Service

Proposed Effective Date: 6-23-2020

Approved Effective Date: 6-23-2020

NOTICE OF CANCELLATION

AMENDED SERVICE AGREEMENT BETWEEN
Municipal Energy Agency of Nebraska
And
PUBLIC SERVICE COMPANY OF COLORADO
For
Network Integration Transmission Service
246-PSCo

CANCELLATION OF NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT, AS A RESULT OF THIS AGREEMENT BEING SUPERSEDED BY A PROFORMA NETWORK INTEGRATION TRANSMISSION SERVICE AGREEMENT

DATED: April 24, 2020
VERSION 0.1.0

NOTICE OF CANCELLATION

MEAN Load and Resource Update for PSCO Network Transmission Service

Version 0.1.0

AMENDED AND RESTATED

SERVICE AGREEMENT NO. 325-PSCO

(WAPA Agreement No. 13-RMR-2368)

NETWORK INTEGRATION TRANSMISSION SERVICE

BETWEEN

WESTERN AREA POWER ADMINISTRATION

AND

PUBLIC SERVICE COMPANY OF COLORADO

EFFECTIVE DATE: 6/18/2021

Version: 0.3.0

Service Agreement For
Network Integration Transmission Service

1.0 This Service Agreement, originally made effective November 26, 2013 by and between Public Service Company of Colorado ("Transmission Provider" or "PSCo"), and Western Area Power Administration ("Network Customer" or "WAPA"), each of whom may be referred to individually as "Party" or jointly as "Parties", as subsequently amended 6/18, 2021, is hereby amended to add the Colorado Springs Utilities' Loveland Area Projects Firm Electric Service Allocation as a Designated Network Load .

2.0 The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.

3.0 The Network Customer has met the provisions of Section 29.2 of the Tariff.

4.0 The Network Customer and the Transmission Provider have completed all necessary technical arrangements in accordance with the provisions of Sections 29.3 and 29.4 of the Tariff.

5.0 The Network Customer and the Transmission Provider have executed a Network Operating Agreement (Service Agreement No. 335-PSCO; WAPA Agreement No. 13-RMR-2433) in accordance with Section 35.2 of the Tariff.

6.0 Service under this Service Agreement shall commence on the date it is signed by both Parties, subject to acceptance by FERC and approval of various FERC filings. Service under this Service Agreement shall terminate on the Termination Date as defined in Section 1.0 of the Specifications For Network Integration Transmission Service, **Exhibit A** attached hereto and incorporated herein by this reference.

7.0 The Transmission Provider agrees to provide, and the Network Customer agrees to take and pay for Network Integration Transmission Service in

accordance with the provisions of Part III of the Tariff and this Service Agreement, as they may be amended from time to time.

8.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy
414 Nicollet Mall, 6th Floor
Minneapolis, MN 55401

Network Customer:

Vice President of Power Marketing
Rocky Mountain Region
Western Area Power Administration

First Class Mail:

P.O. Box 3700
Loveland, CO 80539-3003

Overnight Delivery:

5555 East Crossroads Boulevard
Loveland, CO 80538

9.0 The Tariff, Specifications For Network Integration Transmission Service, and Network Operating Agreement are incorporated herein and made a part hereof to the extent it is consistent with Federal law. The agreement specified in Section 5.0 above is supplementary hereto.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: */s/ Ian Benson* 6/18/21
Ian R. Benson Date
Area Vice President, Transmission
Strategy and Planning
Xcel Energy Services Inc.
Authorized Agent for Public
Service Company of Colorado

Network Customer**:**

By: */s/ Sheila Cook* 6/15/21
Sheila Cook Date
Acting Vice President of Power Marketing
Rocky Mountain Region
Western Area Power Administration

EXHIBIT A

Specifications For Network Integration Transmission Service

1.0 Term of Network Service:

Original Start Date: December 1, 2013, (conversion of grandfathered Contract No. 88-LAO-376, Interconnections and Transmission Service, dated December 31, 1990).

Amendment Start Date: The amendment will be effective upon the date it is signed by both Parties, subject to acceptance by FERC and approval of various FERC filings.

Termination Date: October 1, 2024; or upon one (1) year advance written notice by Network Customer to Transmission Provider; or upon mutual written agreement.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Firm capacity and energy from WAPA's Designated Network Resources originating in the Western Area Colorado Missouri (WACM) Balancing Authority (BA) for delivery to WAPA's Designated Network Loads located within the PSCo BA or connected to PSCo's transmission system.

3.0 Designated Network Resources:

Firm capacity and energy delivered from: 1) Mount Elbert generation (Malta Substation) and Upper and Lower Molina generation (Collbran Substation), and
2) external generation delivered to the PSCo transmission system. WAPA's Designated Network Resources are identified in Attachment 1 to this Service Agreement. Pursuant to Section 31.6 of the Tariff, WAPA will provide written notification to PSCo annually of changes in its forecasted Designated Network Resources on or before September 1, or such other date established in the Tariff.

4.0 Designated Network Loads:

WAPA's Designated Network Loads are identified in Attachment 2 to the Service Agreement. The loads consist of: 1) WAPA's scheduled deliveries of firm electric service to customers using PSCo's

transmission system, and 2) Mount Elbert and Silt Pumping Plant pump loads. The points of interconnection are specified in Attachment 3 to the

Service Agreement. Pursuant to Section 31.6 of the Tariff, WAPA will provide written notification to PSCo annually of changes in its forecasted Designated Network Loads on or before September 1, or such other date established in the Tariff.

5.0 Designation of party(ies) subject to reciprocal service obligation:

Western Area Power Administration

6.0 Service under this Service Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

6.1 Load Ratio Share of Annual Transmission Revenue Requirement:

WAPA's monthly Load Ratio Share shall be determined pursuant to Section 34 of the Tariff, and consistent with Section 6.7, Scheduling and Billing, below.

6.2 System Impact and/or Facilities Study Charge(s):

None.

6.3 Direct Assignment Facilities Charge:

None.

6.4 Local Distribution Facilities Charge:

None.

6.5 Ancillary Services Charges:

6.5.1 Ancillary Services Provided by PSCo:

6.5.1.1 Scheduling, System Control and Dispatch Service - Schedule 1.

Based upon WAPA's Network Load coincident with PSCo's Monthly Transmission System Peak.

6.5.1.2 Regulation and Frequency Response Service - Schedule 3.

Based upon WAPA's Network Load coincident with PSCo's Monthly Transmission System Peak.

6.5.1.3 Energy Imbalance Service – Schedule 4. Not applicable because WAPA's Designated Network Loads equal its schedule, unless deemed necessary due to circumstance detailed in Attachment 1 to this Service Agreement.

6.5.1.4 Operating Reserve - Spinning Reserve Service – Schedule 5.

Based upon WAPA's Network Load (with the exception of the Otero Pumping Station which will be self-supplied by Colorado Springs Utilities), coincident with PSCo's Monthly Transmission System Peak.

6.5.1.5 Operating Reserve - Supplemental Reserve Service – Schedule 6.

Based upon WAPA's Network Load (with the exception of the Otero Pumping Station which will be self-supplied by Colorado Springs Utilities), coincident with PSCo's Monthly Transmission System Peak.

6.5.1.6 Flex Reserve – Schedule 16 – Not applicable because WAPA doesn't own any wind generation inside the PSCo BA or connected to PSCo's transmission system.

6.5.2 Ancillary Services Self-Provided by WAPA:

6.5.2.1 Reactive Supply and Voltage Control From Generation Or Other Sources Service – Schedule 2.

WAPA, as the Network Customer, owns and operates hydropower plants that are directly connected to the Transmission Provider's transmission system at Malta Substation (Mount Elbert) and Collbran Substation (Upper & Lower Molina), which provide for reactive supply and voltage control. Transmission operators within the WACM BA and the PSCo BA continuously monitor the status of the transmission system in Colorado and coordinate voltage control to mitigate any voltage abnormality. WAPA uses its hydropower plants to support system voltage and to provide reactive supply in support of reliable operation as may be verified by PSCo from time to time. Unless otherwise agreed,

PSCo shall not be obligated to compensate WAPA for Reactive Supply and Voltage Control provided by WAPA

hydro generation connected to the Transmission Provider's system. At the time of execution of this Service Agreement, PSCo has confirmed adequate historical Self Provision of

reactive supply and voltage control from WAPA. Should this change in the future, the appropriate provisions of the Self Provision Test for Schedule 2 will be applied by PSCo in assessing the extent Schedule 2 may be self-supplied.

6.5.2.2 Generation Imbalance Service – Schedule 9 - Not applicable because WAPA's generation resources are pseudo-tied inside the WACM BA to WAPA's loads inside the WACM BA.

6.6 Loss Compensation Service:

6.6.1 For WAPA's Monthly Network Load, WAPA shall pay for its Real Power Losses at the rate set forth in Section 28.5 of the Tariff or alternatively, have the option to provide in-kind Real Power Losses to PSCo.

6.6.2 WAPA's Real Power Losses obligation will be calculated based upon the daily total of WAPA's schedules multiplied by the loss rate set forth in Section 28.5 of the Tariff.

6.6.3 Alternatively, WAPA may exercise its option at any time to settle its Real Power Losses obligation by providing in-kind Real Power Losses to PSCo by providing two (2) business days advance written notification to PSCo, prior to the tenth (10^{th}) calendar day of the month. WAPA shall return in-kind energy by scheduling losses concurrently with energy schedules or by operation of its designated network resources.

6.7 Scheduling and Billing:

6.7.1 Schedules: WAPA's delivery schedules to its Designated Network Loads within PSCo's BA will be used to determine WAPA's network use. The Designated Network Loads are identified in Attachment 2 to this Service Agreement.

6.7.2 Monthly Transmission System Peak: By the tenth (10^{th}) business day of each month, PSCo shall provide to WAPA the date and hour of its Monthly Transmission System Peak for the previous month as well as WAPA's scheduled deliveries for that date and hour (summary and itemized by Designated Network Load).

6.7.3 Billing: Each month, PSCo shall provide to WAPA an itemized invoice identifying the amount of network use at the time of PSCo's Monthly Transmission System Peak, including ancillary services, for each WAPA Designated Network Load/Firm Electric Service customer identified in Attachment 2 to this Service Agreement. Further, PSCo shall credit each WAPA Designated Network Load/Firm Electric Service customer by the amount of energy delivered and billed to WAPA, including applicable ancillary services. For example, if Holy Cross

Energy is a PSCo network customer and WAPA also delivers energy to Holy Cross Energy through this Service Agreement, Holy Cross Energy's monthly network use bill will not include the amount WAPA provides through this Service Agreement to Holy Cross Energy.

6.7.4 Reserve Activation: WAPA as a member of the NWPP, is obligated to provide contingency reserves to NWPP members, including PSCo and to WACM sub-entities. WAPA may use Mount Elbert generation to provide its share of contingency reserves. The Mount Elbert energy generated and transmitted on PSCo's transmission system for the purpose of delivering reserves to NWPP, or to a similar or successor reserve sharing group, of which WAPA and PSCo are both Members, shall be exempt from any transmission use assessment by PSCo.

6.7.5 Net Billing and Bill Crediting:

6.7.5.1 PSCo shall accept payment from third parties of amounts due PSCo from WAPA and shall notify WAPA of the date of receipt of each payment. PSCo shall credit WAPA for such payments the same as if they had been made directly by WAPA. This obligation to accept payment from a third party does not release WAPA of its obligation to pay PSCo if a third party is unwilling or unable to pay. In the event a third-party payment to PSCo exceeds WAPA's payment obligation to PSCo, PSCo shall apply the excess credit as an offset to the following month's payment of obligations due from WAPA. In the event WAPA directs more than one (1) third- party to make payment to PSCo and the total payments exceed WAPA's payment obligation to PSCo, PSCo shall apply the excess credit as an offset to the following month's payment of obligation due from WAPA.

6.7.5.2 Payments due WAPA by PSCo shall be paid by PSCo to a third party when so directed by WAPA. Any third party designated to receive payment in lieu of WAPA, and the amount to be paid to that party, will be so identified in writing to PSCo with the monthly power bill. The payment to the third party shall be due and payable by the payment due date specified on WAPA's bill. When remitting payment to a designated third party, PSCo shall indicate that such payment is being made on behalf of WAPA. WAPA shall credit PSCo for the amount paid as if payment had been made directly to WAPA. All other payment provisions shall remain in full force and effect. This payment to the designated third-party releases PSCo from all further payment obligations to WAPA.

Attachment 1
WAPA Resources

WAPA RMR Designated Network Resources				
Designated Network Resources	**Point of Receipt**	**Maximum kW**		
Upper and Lower Molina generation	Collbran Substation	13,500		
Mount Elbert generation	Malta Substation	206,000		
WAPA's External Generation (WACM BA) interconnected to the PSCo transmission system used when WAPA's loads exceed Mount Elbert and Upper/Lower Molina generation.*	Ault, Beaver Creek, Hayden, Midway, Rifle, and Weld Substations	351,739	**	
	TOTAL	351,739		
* When Mount Elbert and Upper/Lower Molina generation are lower than WAPA's total deliveries to its customers, the difference will be sourced and e-Tagged from the WACM BA. Example - If the sum of WAPA's deliveries is 90 MW, and the combined Mount Elbert and Molina generation is only 10 MW, the 80 MW difference was sourced from the WACM BA and will be e-Tagged. If no e-Tag exists, Energy Imbalance (Schedule 4) is applied.				
** This maximum could occur only at night when Mount Elbert and Upper/Lower Molina are not generating, and maximum Network Load deliveries are scheduled (including Mount Elbert pump loads), an unlikely circumstance.				

	Estimated Maximum Resource by Point of Receipt/Interconnection			
Designated Network Resources	**Estimated Maximum Resource [1/] (MW)**	**Point of Receipt/ Interconnection**	**Probable Point of Receipt**	**Delivery Voltage**
Mount Elbert Units 1-2	206	Malta	Malta	230-kV
Upper Molina	9	Collbran	Collbran	115-kV
Lower Molina	6	Collbran	Collbran	115-kV
Morrow Point	29	***	Hayden/Midway/Rifle	230-kV
Flatiron Units 1 & 2	90	***	Ault/Beaver Creek/Weld	230-kV
Yellowtail Units 1-4	250	***	Ault/Beaver Creek/Weld	230-kV
TOTAL	590			
1/ Indicates the maximum capacity of the resource, not what will be scheduled to PSCo.				
*** WAPA External Generation (WACM BA)				

Attachment 2
WAPA Loads

WAPA RMR Designated Network Loads					
Designated Network Load/Firm Electric Service Customer	**Point of Delivery (POD)**	**Point of Receipt (POR)**	**Loveland Area Projects (LAP) (kW) [1/] [2/]**	**Salt Lake City Area Integrated Projects (kW) [3/]**	**Total kW**
Town of Center	Center Tap (SLVA)	Ault (LAP) & Midway (CRSP)	259	1,675	1,934
Fountain	Midway Substation	Ault (AU)	2,298		2,298
Grand Valley Power	Collbran Substation (RFL)	Rifle (RFL)		1,474	1,474
Holy Cross Energy [7/]	Rifle Substation (RFL)	Rifle (RFL)		8,844	8,844
Yampa Valley Electric Assoc.	Rifle Substation (RFL)	Rifle (RFL)		5,024	5,024
Intermountain REA	Conifer Substation (PSCO)	Ault (LAP) & Midway (CRSP)	3,293	1,697	4,990
U.S. Air Force Academy	Fuller Substation (FULLER)	Ault (AU)	1,745		1,745
Peterson Air Force Base	Fuller Substation (FULLER)	Ault (AU)	1,686		1,686
Fort Carson Army Base	Fuller Substation (FULLER)	Ault (AU)	1,936		1,936
Cheyenne Mountain Air Force Station	Fuller Substation (FULLER)	Ault (AU)	843		843
Intermountain REA	Daniels Park Substation (PSCO)	Ault (LAP) & Midway (CRSP)	412	212	624
Intermountain REA	Deer Creek Substation (PSCO)	Ault (LAP) & Midway (CRSP)	1,235	637	1,872
Intermountain REA	Palmer Lake Substation (PSCO)	Ault (LAP) & Midway (CRSP)	2,471	1,273	3,744
Intermountain REA	Smoky Hill Substation (PSCO)	Ault (LAP) & Midway (CRSP)	8,235	4,244	12,479
Intermountain REA	Tiny Town Substation (PSCO)	Ault (LAP) & Midway (CRSP)	823	424	1,247
Intermountain REA	Waterton Substation (PSCO)	Ault (LAP) & Midway (CRSP)	4,117	2,122	6,239
Mount Elbert pump no. 1 [4/]	Malta Substation (MALT)	Ault & Midway [6/]	135,000		135,000
Mount Elbert pump no. 2 [4/]	Malta Substation (MALT)	Ault & Midway [6/]	125,000		125,000
Black Hills Corporation	Midway Substation	Ault (AU)	4,802		4,802
Colorado Springs[8/]	Otero Pumping Station (MALT)	Ault (AU)	9,000		9,000
Colorado Springs	Midway Substation	Ault (AU)	51,860		51,860
Silt Pumping Plant	Silt Tap (RFL)			795	795
		Total	355,015	28,421	383,436

Proposed Effective Date: 6-24-2021

Approved Effective Date: 6-24-2021

	less nightly Mount Elbert pumping		260,000		260,000
	daily maximum load excluding nightly pumping [5/]		95,015	28,421	123,436

1/ Normally served by Mount Elbert generation at Malta Substation; the external generation Point of Receipt for these loads is identified in the POR column.

2/ LAP kW changed (except the Mount Elbert pumps nos. 1 and 2) on October 1, 2014.

3/ Normally served by Upper/Lower Molina generation at Collbran Substation and Morrow Point generation at Hayden/Rifle/Midway; the alternate generation Point Of Receipt for these loads is identified in the POR column.

4/ Mount Elbert pump loads are for nightly pumping only. Energy for pump loads will be sourced from the WACM BA designated resources at Ault and Midway Substations.

5/ This is an estimate of what the daytime load would be.

6/ 40 MW pump return energy (off-peak) for Colorado Springs Utilities is delivered to WAPA at Midway Substation.

7/ This load will not be billed under this Network Integration Transmission Service Agreement due to its inclusion in the Transmission Integration and Equalization Agreement (TIE Agreement) in place between PSCo and Holy Cross Energy. The TIE Agreement was filed with the FERC on 2/18/1994 under Docket No. ER94-978-000.

8/ Schedules 5 & 6 for the Otero Pumping Station Load is self-supplied by Colorado Springs Utilities.

Attachment 3
Points of Interconnection

Points of Interconnection for Scheduling NITS Between WAPA and PSCo		
Point of Interconnection	**POR/POD For Scheduling**	**Location**
Ault Interconnection	Ault (AU)	Where the 230-kV Fort St. Vrain Transmission Line jointly owned by PSCo and Platte River Power Authority is connected to WAPA's Ault Substation
Beaver Creek Interconnection	Ault (AU)	Where PSCo's 115-kV circuit from PSCo's Beaver Creek Substation is connected to WAPA's Beaver Creek Substation near Brush, CO
Hayden Interconnection	Hayden (HDN)	Where WAPA's Hayden Substation is connected to PSCo's 230-kV lines
Malta Interconnection	Malta (MALT)	Where WAPA's 230-kV Mount Elbert-Malta Transmission Line is connected to PSCo's Malta Substation near Leadville, CO
Midway 115-kV Interconnection	Midway (MIDW)	Where WAPA's 115-kV bus is connected to PSCo's 115-kV bus at Midway Substation near Colorado Springs, CO
Midway 230-kV Interconnection	Midway (MIDW)	Where WAPA's 230-kV bus is connected to PSCo's 230-kV terminal bay at Midway Substation near Colorado Springs, CO
Rifle Interconnection	Rifle (RFL)	Where WAPA's 230-kV main and transfer buses are connected to PSCo's 230-kV main and transfer buses at Rifle Substation near Rifle, CO
Weld No. 1 115-kV Interconnection	Ault (AU)	Where PSCo's 115-kV main and transfer buses are connected to WAPA's 115-kV main and transfer buses at Weld Substation near Greeley, CO
Weld 230-kV Interconnection	Ault (AU)	Where PSCo's 230-kV bus is connected to WAPA's 230-kV bus at Weld Substation near Greeley, CO
Collbran Interconnection	Collbran (COLL)	Where WAPA's 115-kV transmission line from Upper and Lower Molina connects to PSCo's Collbran Substation

Attachment 4
Self Provision Test for
Schedule 2 - Reactive Supply and Voltage Control

Self Provision Test

Net Var Exchange should be within the +/- .995 power factor (p.f.) averaged over the hour including the potential effect of reactive supplies that are available but not utilized from available generation units, shunt capacitors, and shunt reactors.

Customer is Out-of-Tolerance if the sum of the Net Var Exchange and the Available Var Supply exceeds the Bandwidth.

PSCo retains the right to re-assess the customer's ability to meet the criteria of this Self Provision Test. The re-assessment may determine the self-supply provision is no longer being met and result in the termination of this contractual provision after 30 days' notice.

Definitions

1. Power Factor Guide - Plus/Minus .995 power factor based on Customer Total System Load at time of PSCo Balancing Authority (BA) Monthly Peak Load
2. Customer Total System Load = Customer System Load in PSCo BA (MW)
3. Net Var Exchange = net Customer Sub-Area Interchange, (+/- Mvars)
4. Available Var Supply = potential vars remaining from available generators, capacitors, and reactors in the favorable direction and applicable increments (+/- Mvars)
5. Bandwidth = +/-.995 p.f. of Customer Total System Load, (+/- Mvars)
6. Out-of-Tolerance = billing trigger

Hourly Data to Supply for Conditions at Time of PSCo BA Monthly Peak:

1. Tie flows - real and reactive per tie and total real and reactive

2. System Load-Real and Reactive

3. Reactive Sources:

    - Generation Available - by unit

    - Generation Unavailable - by unit

- Forced outage
- Scheduled outage

- Generation output (real and reactive) - by unit
- Generation real-time rating by unit - Max MW and D curve
- Generation commercial rating by unit - Max MW and D curve
- Shunt Capacitors - Available By Bank
- Shunt Capacitors - On-Line By Bank
- Shunt Reactors - Available By Bank (N/A for Customer)
- Shunt Reactors - On-Line By Bank (N/A for Customer)
- Other Reactive Sources Including Purchases - Available
- Other Reactive Sources – On-Line or Purchase in Effect
- Actual High Side Bus Voltage for Each Reactive Source - Average For Hour

4. Note any germane operational orders/system constraints in effect at time.

Real-Time Data to be Supplied

Reactive Resource Availability Status, MVAR Output, and Dispatch:

1. Customer will provide real-time availability status and MVAR output for all reactive resources utilized to meet the self-supply criteria via ICCP to PSCo Transmission Operations.

2. PSCo may contact the customer, or its operating agent, to request utilization of the reactive resources under this Service Agreement. There will be no cost to PSCo.

SERVICE AGREEMENT NO. 325-PSCO, Version 0.2.0, (WAPA Agreement No. 13-RMR-2368)

Attachment 1
WAPA Resources

WAPA RMR Designated Network Resources				
Designated Network Resources	**Point of Receipt**	**Maximum kW**		
Upper and Lower Molina generation	Collbran Substation	13,500		
Mount Elbert generation	Malta Substation	206,000		
WAPA's External Generation (WACM BA) interconnected to the PSCo transmission system used when WAPA's loads exceed Mount Elbert and Upper/Lower Molina generation.*	Ault, Beaver Creek, Hayden, Midway, Rifle, and Weld Substations	351,739	**	
	TOTAL	351,739		
* When Mount Elbert and Upper/Lower Molina generation are lower than WAPA's total deliveries to its customers, the difference will be sourced and e-Tagged from the WACM BA. Example - If the sum of WAPA's deliveries are 90 MW, and the combined Mount Elbert and Molina generation is only 10 MW, the 80 MW difference was sourced from the WACM BA and will be e-Tagged. If no e-Tag exists, Energy Imbalance (Schedule 4) is applied.				
** This maximum could occur only at night when Mount Elbert and Upper/Lower Molina are not generating, and maximum Network Load deliveries are scheduled (including Mount Elbert pump loads), an unlikely circumstance.				

	Estimated Maximum Resource by Point of Receipt/Interconnection			
Designated Network Resources	**Estimated Maximum Resource [1/] (MW)**	**Point of Receipt/ Interconnection**	**Probable Point of Receipt**	**Delivery Voltage**
Mount Elbert Units 1-2	206	Malta	Malta	230-kV
Upper Molina	9	Collbran	Collbran	115-kV
Lower Molina	6	Collbran	Collbran	115-kV
Morrow Point	29	***	Hayden/Midway/Rifle	230-kV
Flatiron Units 1 & 2	90	***	Ault/Beaver Creek/Weld	230-kV
Yellowtail Units 1-4	250	***	Ault/Beaver Creek/Weld	230-kV
TOTAL	590			
1/ Indicates the maximum capacity of the resource, not what will be scheduled to PSCo.				
*** WAPA External Generation (WACM BA)				

SERVICE AGREEMENT NO. 325-PSCO, Version 0.2.0, (WAPA Agreement No. 13-RMR-2368)

Attachment 2
WAPA Loads

WAPA RMR Designated Network Loads					
Designated Network Load/Firm Electric Service Customer	**Point of Delivery (POD)**	**Point of Receipt (POR)**	**Loveland Area Projects (LAP) (kW) [1/ 2/]**	**Salt Lake City Area Integrated Projects (kW) [3/]**	**Total kW**
Town of Center	Center Tap (SLVA)	Ault (LAP) & Midway (CRSP)	259	1,675	1,934
Fountain	Midway Substation	Ault (AU)	2,298		2,298
Grand Valley Power	Collbran Substation (RFL)	Rifle (RFL)		1,474	1,474
Holy Cross Energy [7/]	Rifle Substation (RFL)	Rifle (RFL)		8,844	8,844
Yampa Valley Electric Assoc.	Rifle Substation (RFL)	Rifle (RFL)		5,024	5,024
Intermountain REA	Conifer Substation (PSCO)	Ault (LAP) & Midway (CRSP)	3,293	1,697	4,990
U.S. Air Force Academy	Fuller Substation (FULLER)	Ault (AU)	1,745		1,745
Peterson Air Force Base	Fuller Substation (FULLER)	Ault (AU)	1,686		1,686
Fort Carson Army Base	Fuller Substation (FULLER)	Ault (AU)	1,936		1,936
Cheyenne Mountain Air Force Station	Fuller Substation (FULLER)	Ault (AU)	843		843
Intermountain REA	Daniels Park Substation (PSCO)	Ault (LAP) & Midway (CRSP)	412	212	624
Intermountain REA	Deer Creek Substation (PSCO)	Ault (LAP) & Midway (CRSP)	1,235	637	1,872
Intermountain REA	Palmer Lake Substation (PSCO)	Ault (LAP) & Midway (CRSP)	2,471	1,273	3,744
Intermountain REA	Smoky Hill Substation (PSCO)	Ault (LAP) & Midway (CRSP)	8,235	4,244	12,479

Intermountain REA	Tiny Town Substation (PSCO)	Ault (LAP) & Midway (CRSP)	823	424	1,247
Intermountain REA	Waterton Substation (PSCO)	Ault (LAP) & Midway (CRSP)	4,117	2,122	6,239
Mount Elbert pump no. 1 4/	Malta Substation (MALT)	Ault & Midway 6/	135,000		135,000
Mount Elbert pump no. 2 4/	Malta Substation (MALT)	Ault & Midway 6/	125,000		125,000
Black Hills Corporation	Midway Substation	Ault (AU)	4,802		4,802
Colorado Springs8/	Otero Pumping Station (MALT)	Ault (AU)	9,000		9,000
Silt Pumping Plant	Silt Tap (RFL)			795	795
		Total	303,155	28,421	331,576
		less nightly Mount Elbert pumping	260,000		260,000
		daily maximum load excluding nightly pumping 5/	43,155	28,421	71,576

1/ Normally served by Mount Elbert generation at Malta Substation; the external generation Point of Receipt for these loads is identified in the POR column.

2/ LAP kW changed (except the Mount Elbert pumps nos. 1 and 2) on October 1, 2014.

3/ Normally served by Upper/Lower Molina generation at Collbran Substation and Morrow Point generation at Hayden/Rifle/Midway; the alternate generation Point Of Receipt for these loads is identified in the POR column.

4/ Mount Elbert pump loads are for nightly pumping only. Energy for pump loads will be sourced from the WACM BA designated resources at Ault and Midway Substations.

5/ This is an estimate of what the daytime load would be.

6/ 40 MW pump return energy (off-peak) for Colorado Springs Utilities is delivered to WAPA at Midway Substation.

7/ This load will not be billed under this Network Integration Transmission Service Agreement due to its inclusion in the Transmission Integration and Equalization Agreement (TIE Agreement) in place between PSCo and Holy Cross Energy. The TIE Agreement was filed with the FERC on 2/18/1994 under Docket No. ER94-978-000.

8/ Schedules 5 & 6 for the Otero Pumping Station Load is self supplied by Colorado Springs Utilities.

SERVICE AGREEMENT NO. 325-PSCO, Version 0.2.0, (WAPA Agreement No. 13-RMR-2368)

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6. Out-of-Tolerance = billing trigger

Hourly Data to Supply for Conditions at Time of PSCo BA Monthly Peak:

1. Tie flows - real and reactive per tie and total real and reactive

2. System Load-Real and Reactive

3. Reactive Sources:

    - Generation Available - by unit

    - Generation Unavailable - by unit

        - Forced outage

        - Scheduled outage

- Generation output (real and reactive) - by unit
- Generation real-time rating by unit - Max MW and D curve
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- Shunt Capacitors - On-Line By Bank
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- Other Reactive Sources Including Purchases - Available
- Other Reactive Sources – On-Line or Purchase in Effect
- Actual High Side Bus Voltage for Each Reactive Source - Average For Hour

4. Note any germane operational orders/system constraints in effect at time.

Real-Time Data to be Supplied

Reactive Resource Availability Status, MVAR Output, and Dispatch:

1. Customer will provide real-time availability status and MVAR output for all reactive resources utilized to meet the self-supply criteria via ICCP to PSCo Transmission Operations.

2. PSCo may contact the customer, or its operating agent, to request utilization of the reactive resources under this Service Agreement. There will be no cost to PSCo.

Service Agreement No. 328-PSCo

NETWORK OPERATING AGREEMENT

BETWEEN

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

AND

PUBLIC SERVICE COMPANY OF COLORADO

Version 0.0.0

DATED: July 24, 2012

Tri-State Contract No. TS-12-0091

Network Operating Agreement

This Network Operating Agreement, dated as of July 24, 2012, is made and entered by and between Public Service Company of Colorado, a Colorado corporation ("Transmission Provider"), and Tri-State Generation and Transmission Association, Inc. ("Network Customer") all of whom may be referred to individually as "Party" or jointly as "Parties".

WHEREAS, The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under Part III of the Tariff; and

WHEREAS, The terms and conditions under which the Network Customer shall operate its facilities, and the technical and operational matters associated with implementation of Part III of the Tariff are to be specified in this Network Operating Agreement in accordance with Section 35.2 of the Tariff;

NOW THEREFORE, In consideration of the mutual agreements set forth below, the Network Customer and the Transmission Provider agree as follows:

1.0 Purpose of Agreement and General Requirements

By this agreement, the Transmission Provider and Network Customer agree that the provisions of this Network Operating Agreement ("NOA") and the Network Integration Transmission Service Agreement ("Service Agreement") govern the Transmission Provider's provision of Network Integration Transmission Service to the Network Customer in accordance with the Open Access Transmission Tariff ("Tariff"), as it may be amended from time to time. This NOA requires the Parties to: (i) operate and maintain equipment necessary for incorporating the Network Customer within the Transmission Provider's Transmission System including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment; (ii) transfer data including, but not limited to, heat rates, fuel costs, and operational characteristics of on-system Network Resources, generation schedules for on- and off-system Network Resources, interchange schedules, unit outputs for redispatch required under Section 33 of the Tariff, voltage schedules, loss factors and other real time data, between their respective control centers; (iii) use software programs required for data links and constraint dispatching; (iv) exchange data on forecasted loads and resources necessary for planning and operation; and (v) address any other technical and operational considerations required for implementation of the Tariff, including scheduling protocols.

The Network Customer shall: (i) operate under applicable guidelines of the North American Electric Reliability Council ("NERC") and the applicable regional reliability council; (ii) satisfy all applicable Ancillary Services requirements, by contracting with the Transmission Provider; or (iii) satisfy all applicable Ancillary Services and/or Interconnected Operations Services ("IOS") (as defined by NERC), by providing them itself or by contracting with another entity that can satisfy those requirements in a manner that is consistent with Good Utility

Practice and satisfies the standards of NERC and the regional reliability council. The Network Customer shall plan, construct, operate and maintain its facilities and Transmission System in accordance with Good Utility Practice, which shall include all applicable guidelines of NERC and the regional reliability council, as they may be modified from time to time and any generally accepted practices in the region that are consistently adhered to by the Transmission Provider.

Unless specified herein, capitalized terms shall refer to terms defined in the Tariff. When the terms Load Responsibility, Regulating Margin, Most Severe Single Contingency ("MSSC"), First Contingency, Spinning Reserves, Supplemental Reserves and Operating Reserves are used in this NOA, the regional reliability council definitions of those terms apply.

The Network Customer acknowledges that the Parties may need to revise this NOA as necessary to incorporate changes to the Transmission Provider's Control Area requirements and the Network Customer shall conform and operate according to the revised NOA.

2.0 Network Operating Committee

(a) Membership - The Network Operating Committee shall be composed of representatives from the Network Customers taking service under the Tariff and the Transmission Provider.

(b) Responsibilities - The Network Operating Committee shall: (1) adopt rules and procedures consistent with this NOA and the Tariff governing operating and technical requirements necessary for implementing the Tariff; (2) review on- and off-system Network Resources, and Network Loads on an annual basis in order to assess the adequacy of the Transmission System; and (3) obtain from the Transmission Provider the Transmission Provider's operating policies, procedures, and guidelines for network interconnection and operation, (4) adopt standards for provision of Ancillary Services and/or IOS, and develop non-compliance procedures and penalties.

(c) Authority - The Network Operating Committee will not have any authority to modify or bypass the Transmission Provider's Open Access Transmission Tariff or the Service Agreements under such Tariff. The Network Operating Committee, through their actions, will ensure that the reliability criteria of NERC and the regional reliability council are met.

3.0 Regulation and Frequency Response

The Network Customer shall meet its proportional share of Regulating Margin by either: (a) purchasing Regulation and Frequency Response Service from the Transmission Provider pursuant to Schedule 3 of the Tariff; or (b) contributing or arranging to have a third party contribute generating resources to meet the Regulating Margin requirement for the current year as follows:

If the Network Customer is located within the PSCo or NSP Control Areas, Network Customer must contribute generating resources in the amount specified in Schedule 3 of the Tariff.

If the Network Customer is located within the SPS Control Area, Customer must contribute generating resources according to the following formula:

$$NCRMR = \frac{CARM \times NC \text{ maximum demand}}{CA \text{ maximum demand}}$$

CA: Control Area
CARM: Control Area Regulating Margin
NC: Network Customer
NCRMR: Network Customer Regulating Margin Requirement

Should the Network Customer's load include major loads not conforming to the general pattern of the control area's load, i.e., arc furnace load, additional Regulating Margin may be required to be provided by the Network Customer.

A Network Customer that meets it proportional share of Regulating Margin by Alternative (b) above shall also meet the requirements of Section 5.0 below.

4.0 Operating Reserve

The Network Customer shall meet its proportional share of Operating Reserve by either: (1) purchasing Operating Reserve Services from the Transmission Provider pursuant to Schedules 5 and 6 of the Tariff; or (2) meeting or arranging to have a third party meet the Operating Reserve requirement. A Network Customer that meets its proportional share of Operating Reserve by alternative (2) above shall also meet the requirements of Section 5.0 below. The Operating Reserve requirement is as specified by the regional reliability council. Inasmuch as the Transmission Provider is obligated to meet these requirements, as they may be modified from time to time, the Network Customer recognizes and agrees that its proportional share of the Operating Reserve requirement may change to reflect such modification.

In order to facilitate the use of Operating Reserve, the Network Customer shall have available from the Transmission Provider, unloaded reserve firm transmission capacity at least equal to that Operating Reserve amount. Such transmission may be loaded with interruptible energy so that, upon interruption of the energy, transmission service is available to replace such energy from the Operating Reserve.

5.0 Requirements to Contribute to System Regulation and Operating Reserve

The Network Customer shall operate its on-system Network Resources in a manner similar to that of the Transmission Provider including following voltage schedules, providing free governor response, meeting power factor requirements at the point of interconnection with the Transmission Provider's system, and such other criteria as may be developed by the Transmission Provider and Network Customer through the Network Operating Committee, or required by the NERC and the regional reliability council. The Network Customer shall pay the cost of modification of Transmission Provider's computer hardware and software to accommodate the Network Customer's contribution to Regulating Margin and Operating Reserve. Any resources used by the Network Customer to meet its proportional share, whether the Network Customer's Network Resources or a third party's generating resources, shall meet the same requirements as the Transmission Provider's generating resources used to meet the

Regulating Margin and Operating Reserve requirements, including ramp rate, and governor response, and are subject to random testing, and if applicable, a monthly start-up test.

6.0 Redispatch to Manage Transmission System Constraints

If the Transmission Provider determines that redispatching on-system Network Resources, including reductions in off-system purchases, to relieve an existing or potential transmission system constraint is the most effective way to ensure the reliable operation of the Transmission System, the Transmission Provider will redispatch the Transmission Provider's and the Network Customer's on-system Network Resources on a least-cost basis, without regard to the ownership of such resources. The Transmission Provider will apprise the Network Customer of its redispatch practices and procedures as they may be modified from time to time.

The Network Customer will submit verifiable incremental and decremental cost data for its on-system Network Resources that estimates the cost to the Network Customer of changing the generation output of each of its on-system Network Resources to the Transmission Provider. These costs will be used, along with similar data for the Transmission Provider's resources, as the basis for least-cost redispatch. The Transmission Provider's grid operation staff will keep this data confidential, including from the Transmission Provider's marketing staff. If the Network Customer experiences changes to its costs, the Network Customer must submit those changes to the Transmission Provider's energy control center. The Transmission Provider will implement least-cost redispatch consistent with its existing contractual obligations and its current practices and procedures for its own resources. The Network Customer is obligated to respond immediately to requests for redispatch from the Transmission Provider's energy control center.

Once redispatch has been implemented, the Transmission Provider will book in a separate account costs incurred by both the Transmission Provider and the Network Customer based on the submitted incremental and decremental costs. The Transmission Provider and the Network Customer will each bear a proportional share of the total redispatch cost based on their then-current Load Ratio Shares. The Transmission Provider will bill or credit the Network Customer's monthly bill as appropriate.

7.0 Maintenance of Facilities

(a) The Network Operating Committee shall establish procedures to coordinate the maintenance schedules of the generating resources and transmission and substation facilities, to the greatest extent practicable, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service. By November 1 of each year, the Network Customer shall provide to the Transmission Provider the maintenance schedules and planned outages of each on-system Network Resource for the next five years. Thirty (30) days in advance of each annually forecasted maintenance outage, the Network Customer shall provide the Transmission Provider confirmation of such outage. Such information shall include, but not be limited to, the expected time the unit will be separated from the system and the time at which the unit is available for (1) parallel operation, (2) loading, and (3) if applicable, to be put on automatic generation control.

(b) The Network Customer shall obtain: (1) concurrence from the Transmission Provider at least 72 hours before beginning any scheduled maintenance of its facilities; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on an on-system Network Resource, transmission line, or substation facility under the Service Agreement. As may be reasonably requested by the Transmission Provider, the Network Customer shall use best efforts to notify the Transmission Provider at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end. The Network Customer shall use best efforts to notify and coordinate with the Transmission Provider prior to reparalleling the on-system Network Resource, transmission line, or substation under the Service Agreement.

(c) Maintenance schedules will be posted on an electronic bulletin board or communicated via the data link.

8.0 Load Shedding

(a) The Parties shall implement load shedding programs to maintain the reliability and integrity of the Control Area, as provided in Section 33.6 of the Tariff. Load shedding shall include: (1) automatic load shedding: (2) manual load shedding; or (3) rotating interruption of customer load. The Transmission Provider will order load shedding to maintain the relative sizes of load served, unless otherwise required by circumstances beyond the control of the Transmission Provider or the Network Customer. Automatic load shedding devices will operate without notice. When manual load shedding or rotating interruptions are necessary, the Transmission Provider shall notify the Network Customer's dispatchers or schedulers of the required action and the Network Customer shall comply immediately.

(b) The Network Customer shall, at its own expense, provide, operate, and maintain in service underfrequency load-shedding equipment for applicable loads under the Service Agreement. The Network Customer's equipment shall be: (1) compatible and coordinated with the Transmission Provider's load shedding equipment; and (2) set for the amount of load to be shed with frequency trips and tripping times as coordinated in the regional reliability council. In the event that Transmission Provider modifies the load-shedding system, the Network Customer shall, at its own expense, make changes to the equipment and setting of such equipment, as required. The Network Customer shall test and inspect the load-shedding equipment as may be reasonably requested by the Transmission Provider, or else testing will be performed per the utility's PSMP (Protection System Maintenance Program). Written test reports shall be provided to the Transmission Provider upon request. The Transmission Provider may request a test of the load-shedding equipment with reasonable notice.

9.0 Recognition of Flow of Power and Energy

(a) The Parties recognize that: (1) the Transmission provider's Transmission System is, and will be, directly or indirectly interconnected with transmission systems

owned or operated by others; (2) the flow of power and energy between such systems will be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated; and (3) part of the power and energy being delivered under this NOA may flow through such other systems rather than through the facilities of the Transmission Provider. The Network Operating Committee shall, from time to time as necessary, determine methods and take reasonably appropriate action to assure maximum delivery of power and energy at the points of receipt and delivery and at such additional or alternate points of receipt and delivery as may be established by the Parties.

(b) Each Party will at all times cooperate with other interconnected systems in establishing arrangements or mitigation measures to minimize operational impacts on each other's systems.

(c) Each Party recognizes that a Party's proposed new interconnection or modification of an existing interconnection between that Party's system and the system of a third party may cause adverse anticipated effects on the system of the other Party. The Party making such interconnection or modification shall minimize, or otherwise compensate for, adverse operational effects to the Party's system.

10.0 Service Conditions

The Parties recognize that operating and technical problems may arise in the control of the frequency and in the flow of real and reactive power over the interconnected transmission systems. The Network Operating Committee may adopt operating rules and procedures as necessary to assure that, as completely as practical, the delivery and receipt of real and reactive power and energy hereunder shall be accomplished in a manner that causes the least interference with such interconnected systems.

A Network Customer interconnecting with the Transmission Provider's Transmission System is obligated to follow the same practices and procedures for interconnection and operation that the Transmission Provider uses for its own load and resources.

Where the Network Customer purchases Ancillary Services and/or IOS from third parties, the Network Customer shall have the responsibility to secure contractual arrangements with such third parties that are consistent with the Tariff, this Network Operating Agreement, and any applicable rules and procedures of the Network Operating Committee.

11.0 Data, Information and Reports

(a) The Network Customer shall, upon request, provide the Transmission Provider with such reports and information concerning its network operation as are reasonably necessary to enable the Transmission Provider to operate its Transmission System adequately.

(b) Scheduling: Hourly transactions from outside of the Transmission Provider's Control Area, in whole megawatts, are prescheduled. Hourly transactions and forecasts of generation and load from within the Transmission Provider's Control

Area, in megawatts, are prescheduled. Schedules can be changed consistent with the practices in the regional reliability councils.

No later than 4:00 p.m. MPT of each prescheduling day, per applicable guidelines of the North American Electric Reliability Council ("NERC") and the applicable regional reliability council, the Network Customer shall report projected network resource schedules and network load forecasts to the Transmission Provider. Such preschedules and forecasts shall include, as applicable: (i) each import into or export out of the Control Area; (ii) each power purchase and sale from within the Control Area; and (iii) generation from each Network Resource.

(c) Annual Forecast: By January 10 of each year, the Network Customer shall update its load and resource forecast pursuant to Section 29.2 and 31.6 of the Tariff by providing the Transmission Provider with a non-binding typical weekday and typical weekend forecast in a format specified by the Transmission Provider.

(d) Monthly Forecast; Five (5) days before the end of the month, as reasonably requested by the Transmission Provider, the Network Customer shall update the forecast for the following month specifying purchases, generation, maximum demand, total monthly energy, and Operating Reserve Service from the Transmission Provider or third party.

(e) The Network Customer shall telemeter to the Transmission Provider information including but not limited to watts, vars, generator status, generator breaker status, generator terminal voltage and high side transformer voltage, unless otherwise agreed.

(f) The Network Customer shall provide generating resource characteristics to the Transmission Provider as necessary to implement redispatch, and constraint and reserve management.

12.0 Metering

(a) The Network Customer shall have the obligation to install and maintain revenue meters and communication equipment compatible with the Transmission Provider's meter reading system. Revenue quality meters shall be installed at the point of interconnection between the Network Customer's facility and the Transmission Provider's system. The meters shall measure and record both real power (watts) and reactive power (vars) flow in both directions. Meters installed at a point other than the point of delivery shall be adjusted for the appropriate line and/or transformer losses.

(b) The Transmission Provider shall read or retrieve meter data on the first work day after the end of each billing cycle or such other data as may be required to carry out the provision of the Tariff. The Transmission Provider shall process the meter data and determine energy imbalances, accounting, and billing using such meter data.

(c) The meter owner shall test revenue meters for power deliveries at least once a year and within ten (10) business days after a request by the other Party. The

other Party will be afforded the opportunity to be present during the meter test. For meters owned by the Transmission Provider or the Network Customer, either Party may request a meter test by calling the other Party's Network Operating Committee representative and the requesting Party shall pay for the cost of the requested test if the meter has been tested within the previous twelve months. The Parties present at the meter test shall estimate the amount of capacity and energy transferred during the meter test. The meter owner shall immediately repair, adjust, or replace any meter or associated equipment found to be defective or inaccurate. An inaccurate meter is one that exceeds two percent (2%) plus or minus, of the calibrated standards.

(d) The Transmission Provider shall adjust the recorded data to compensate for the effect of an inaccurate meter. Such adjustment shall be made for a maximum period of thirty (30) days prior to the date of the test or to the period during which such inaccuracy may be determined to have existed, whichever period is shorter. No adjustment prior to the beginning of the next preceding month shall be made except by agreement of the Parties. Should any meter fail to register, the Transmission Provider shall estimate, from the best information available, the demand created, energy flow, and var flows during the period of the failure. The Transmission Provider shall, as soon as possible, correct the Network Customer's bills affected by the inaccurate meter. That correction, when made, shall constitute full adjustment of any claim arising out of the inaccurate meter for the period of the correction.

13.0 Communications

(a) The Network Customer shall, at its own expense, install and maintain communication links for scheduling. One communication link may be used for data transfer and the other link shall be used for voice communication.

(b) A Network Customer contributing to Regulating Margin and Operating Reserve requirements or securing the requirements from a third party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) and the Transmission Provider.

14.0 Notice

Any notice or request made to or by either Party regarding this NOA shall be made to the representative of the other Party as indicated in the Service Agreement.

15.0 Term

The term of this NOA shall be concurrent with the term of the Network Customer's Service Agreement for Network Integration Transmission Service as it may be amended from time to time.

16.0 Entire Agreement

The Tariff and the Service Agreement as they are amended from time to time are incorporated herein and made a part hereof. To the extent that a conflict exists between the terms of this NOA and the terms of the Open Access Transmission Tariff, the tariff shall control.

17.0 Assignment

This NOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, but shall not be assigned by either Party without the written consent of the other, except to a successor to all or substantially all of the electric properties and assets of such Party; provided that this NOA may be assigned by either party without notice to the other party under the terms and conditions of a mortgage, deed of trust, or indenture to which such party is or becomes a party in connection with the general financing of its assets or operations.

IN WITNESS WHEREOF, the Parties have caused this Network Operating Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: ***Ian R. Benson*** ***July 24, 2012***
Ian R. Benson
Director, Transmission Business Relations
and Asset Management
Xcel Energy Services Inc.
As Agent for Public Service Company of Colorado
Date

Transmission Customer**:**

By: ***Kenneth J. Anderson*** ***July 24, 2012***
Kenneth J. Anderson
Executive Vice President
and General Manager
Tri-State Generation and Transmission Association, Inc.
Date

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

SERVICE AGREEMENT NO. 335-PSCO; Western Agreement No. 13-RMR-2433

Form of Network Operating Agreement

This Network Operating Agreement, dated as of November 26, 2013, is made and entered into by and between Public Service Company of Colorado, a Colorado corporation ("Transmission Provider" or "PSCo"), and Western Area Power Administration ("Network Customer") all of whom may be referred to individually as "Party" or jointly as "Parties."

WHEREAS, The Network Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under Part III of the Tariff; and

WHEREAS, The terms and conditions under which the Network Customer shall operate its facilities, and the technical and operational matters associated with implementation of Part III of the Tariff are to be specified in this Network Operating Agreement in accordance with Section 35.2 of the Tariff;

NOW THEREFORE, In consideration of the mutual agreements set forth below, the Network Customer and the Transmission Provider agree as follows:

1.0 Purpose of Agreement and General Requirements

By this agreement, the Transmission Provider and Network Customer agree that the provisions of this Network Operating Agreement ("NOA") and the Network Integration Transmission Service Agreement ("Service Agreement") govern the Transmission Provider's provision of Network Integration Transmission Service to the Network Customer in accordance with the Open Access Transmission Tariff ("Tariff"), as it may be amended from time to time. This NOA requires the Parties to: (i) operate and maintain equipment necessary for incorporating the Network Customer within the Transmission Provider's Transmission System including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment; (ii) transfer data including, but not limited to, heat rates, fuel costs, and operational characteristics of Network Resources, generation schedules for Network Resources, interchange schedules, unit outputs for redispatch required under Section 33 of the Tariff, voltage schedules, loss factors and other real time data, between their respective control centers; (iii) use software programs required for data links and constraint dispatching; (iv) exchange data on forecasted loads and resources necessary for planning and operation; and (v) address any other technical and operational considerations required for implementation of the Tariff, including scheduling protocols.

The Network Customer shall: (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Corporation ("NERC") and the applicable regional reliability council; (ii) satisfy its control area requirements, including the

provision of all Ancillary Services, by contracting with the Transmission Provider; or (iii) satisfy its Control Area requirements, including all Ancillary Services and/or Interconnected Operations Services ("IOS"), by providing them itself or by contracting with another entity that can satisfy those requirements in a manner that is consistent with Good Utility Practice and satisfies the standards of NERC and the regional reliability council. The Network Customer shall plan, construct, operate and maintain its facilities and Transmission System in accordance with Good Utility Practice, which shall include, but not be limited to, all applicable guidelines of NERC and the regional reliability council, as they may be modified from time to time and any generally accepted practices in the region that are consistently adhered to by the Transmission Provider.

Unless specified herein, capitalized terms shall refer to terms defined in the Tariff. When the terms Load Responsibility, Regulating Margin, Most Severe Single Contingency ("MSSC"), First Contingency, Spinning Reserves, Supplemental Reserves and Operating Reserves are used in this NOA, the regional reliability council definitions of those terms apply.

The Network Customer acknowledges that the Transmission Provider may revise this NOA as necessary to incorporate changes to the Transmission Provider's Control Area requirements and the Network Customer shall conform and operate according to the revised NOA.

2.0 Network Operating Committee

(a) Membership - The Network Operating Committee shall be composed of representatives from the Network Customers taking service under the Tariff and the Transmission Provider.

(b) Responsibilities - The Network Operating Committee shall: (1) adopt rules and procedures consistent with this NOA and the Tariff governing operating and technical requirements necessary for implementing the Tariff; (2) review Network Resources and Network Loads on an annual basis in order to assess the adequacy of the Transmission System; and (3) obtain from the Transmission Provider the Transmission Provider's operating policies, procedures, and guidelines for network interconnection and operation, (4) adopt standards for provision of Ancillary Services and/or IOS, and develop non-compliance procedures and penalties.

(c) Authority - The Network Operating Committee will not have any authority to modify or bypass the Transmission Provider's Open Access Transmission Tariff or the Service Agreements under such Tariff. To the extent of the Network Operating Committee's authority to do so, the Network Operating Committee, through their actions, will ensure that the reliability criteria of NERC and the regional reliability council are met.

3.0 Regulation and Frequency Response

The Network Customer shall meet its proportional share of Regulating Margin by either: (a) purchasing Regulation and Frequency Response Service from the Transmission

Provider pursuant to Schedule 3 of the Tariff; or (b) contributing or arranging to have a third party contribute generating resources to meet the Regulating Margin requirement for the current year as follows:

If the Network Customer is located within the PSCo or NSP Control Areas, Network Customer must contribute generating resources in the amount specified in Schedule 3 of the Tariff.

If the Network Customer is located within the SPS Control Area, Customer must contribute generating resources according to the following formula:

$$NCRMR = \frac{CARM \times NC\ maximum\ demand}{CA\ maximum\ demand}$$

CA:	Control Area
CARM:	Control Area Regulating Margin
NC:	Network Customer
NCRMR:	Network Customer Regulating Margin Requirement

Should the Network Customer's load include major loads not conforming to the general pattern of the control area's load, i.e., arc furnace load, additional Regulating Margin may be required to be provided by the Network Customer.

A Network Customer that meets it proportional share of Regulating Margin by alternative (b) above shall also meet the requirements of Section 5.0 below.

4.0 Operating Reserve

The Network Customer shall meet its proportional share of Operating Reserve by either: (1) purchasing Operating Reserve Services from the Transmission Provider pursuant to Schedules 5 and 6 of the Tariff; (2) meeting or arranging to have a third party meet the Operating Reserve requirement; or (3) as a common Reserve Group participant. A Network Customer that meets its proportional share of Operating Reserve by alternative (2) above shall also meet the requirements of Section 5.0 below. The Operating Reserve requirement is as specified by the regional reliability council as implemented by the Transmission Provider. Inasmuch as the Transmission Provider is obligated to meet these requirements, as they may be modified from time to time, the Network Customer recognizes and agrees that its proportional share of the Operating Reserve requirement may change to reflect such modification.

As applicable, in order to facilitate the use of Operating Reserve Service, the Network Customer shall have available unloaded reserve firm transmission capacity at least equal to that Operating Reserve amount. Such transmission may be loaded with interruptible energy so that, upon interruption of the energy, transmission service is available to replace such energy from the Operating Reserve.

5.0 Requirements to Contribute to System Regulation and Operating Reserve

The Network Customer shall operate its generating resources within Transmission Provider's Control Area in a manner similar to that of the Transmission Provider including following voltage schedules, providing free governor response, meeting power factor requirements at the point of interconnection with the Transmission Provider's system, and such other criteria as may be developed by the Transmission Provider, the Network Operating Committee, or required by the NERC and the regional reliability council. The Network Customer shall pay the cost of modification of Transmission Provider's computer hardware and software to accommodate the Network Customer's contribution to Regulating Margin and Operating Reserve. Any resources used by the Network Customer to meet its proportional share, whether the Network Customer's Network Resources or a third party's generating resources, shall meet the same requirements as the Transmission Provider's generating resources used to meet the Regulating Margin and Operating Reserve requirements, including, but not limited to, automatic generation control capability, ramp rate, and governor response, and are subject to random testing, and if applicable, a monthly start-up test.

6.0 Redispatch to Manage Transmission System Constraints

If the Transmission Provider determines that redispatching Network Customer's Network Resources, including reductions in off-system purchases, to relieve an existing or potential transmission system constraint is the most effective way to ensure the reliable operation of the Transmission System, the Transmission Provider will redispatch the Transmission Provider's and the Network Customer's Network Resources on a least-cost basis, without regard to the ownership of such resources. The Transmission Provider will apprise the Network Customer of its redispatch practices and procedures as they may be modified from time to time.

The Network Customer will submit verifiable incremental and decremental cost data for its Network Resources that estimates the cost to the Network Customer of changing the generation output of each of its Network Resources to the Transmission Provider. These costs will be used, along with similar data for the Transmission Provider's resources, as the basis for least-cost redispatch. The Transmission Provider's grid operation staff will keep this data confidential, including from the Transmission Provider's marketing staff. If the Network Customer experiences changes to its costs, the Network Customer must submit those changes to the Transmission Provider's energy control center. The Transmission Provider will implement least-cost redispatch consistent with its existing contractual obligations and its current practices and procedures for its own resources. The Network Customer is obligated to respond immediately to requests for redispatch from the Transmission Provider's energy control center.

Once redispatch has been implemented, the Transmission Provider will book in a separate account costs incurred by both the Transmission Provider and the Network Customer based on the submitted incremental and decremental costs. The Transmission Provider and the Network Customer will each bear a proportional share of the total redispatch cost based on their then-current Load Ratio Shares. The Transmission Provider will bill or credit the Network Customer's monthly bill as appropriate.

The following facilities are not applicable to this Section 6.0 due to their ineffective nature of providing constraint relief on the Transmission Provider's system. If operating experience proves otherwise, this NOA will be revised to reflect changed conditions:

Mount Elbert Units 1 & 2
Upper Molina
Lower Molina
Morrow Point
Flatiron Units 1 & 2
Yellowtail Units 1 & 2

7.0 Maintenance of Facilities

(a) The Network Operating Committee shall establish procedures to coordinate the maintenance schedules of the generating resources and transmission and substation facilities, to the greatest extent practicable, to ensure sufficient transmission resources are available to maintain system reliability and reliability of service. By November 1 of each year, the Network Customer shall provide to the Transmission Provider the maintenance schedules and planned outages of each Network Resource within the Transmission Provider's Control Area for the next five years. Thirty (30) days in advance of each annually forecasted maintenance outage, the Network Customer shall provide the Transmission Provider confirmation of such outage. Such information shall include, but not be limited to, the expected time the unit will be separated from the system and the time at which the unit is available for (1) parallel operation, (2) loading, and (3) if applicable, to be put on automatic generation control.

(b) The Network Customer shall obtain: (1) concurrence from the Transmission Provider at least 72 hours before beginning any scheduled maintenance of its facilities within the Transmission Provider's Control Area; and (2) clearance from the Transmission Provider when the Network Customer is ready to begin maintenance on a Network Resource, transmission line, or substation within the Transmission Provider's Control Area. The Network Customer shall immediately notify the Transmission Provider at the time when any unscheduled or forced outages occur and again when such unscheduled or forced outages end. The Network Customer shall notify and coordinate with the Transmission Provider prior to reparalleling the Network Resource, transmission line, or substation.

(c) Maintenance schedules will be posted on an electronic bulletin board or communicated via the data link.

8.0 Load Shedding

(a) The Parties shall implement load shedding programs to maintain the reliability and integrity of the Control Area, as provided in Section 33.6 of the Tariff. Load shedding shall include: (1) automatic load shedding: (2) manual load shedding; or (3) rotating interruption of customer load. The Transmission Provider will order load shedding to maintain the relative sizes of load served, unless

otherwise required by circumstances beyond the control of the Transmission Provider or the Network Customer. Automatic load shedding devices will operate without notice. When manual load shedding or rotating interruptions are necessary, the Transmission Provider shall notify the Network Customer's dispatchers or schedulers of the required action and the Network Customer shall comply immediately.

(b) Where applicable, the Network Customer shall, at its own expense, provide, operate, and maintain in service underfrequency load-shedding equipment. The Network Customer's equipment shall be: (1) compatible and coordinated with the Transmission Provider's load shedding equipment; and (2) set for the amount of load to be shed with frequency trips and tripping times as coordinated in the regional reliability council. In the event that Transmission Provider modifies the load-shedding system, the Network Customer shall, at its own expense, make changes to the equipment and setting of such equipment, as required. The Network Customer shall test and inspect the load-shedding equipment within ninety (90) days of taking Network Integration Transmission Service under the Tariff and at least once each year thereafter, and provide a written report to the Transmission Provider. The Transmission Provider may request a test of the load-shedding equipment with reasonable notice.

9.0 Recognition of Flow of Power and Energy

(a) The Parties recognize that: (1) the Transmission Provider's Transmission System is, and will be, directly or indirectly interconnected with transmission systems owned or operated by others, including the Network Customer's systems; (2) the flow of power and energy between such systems will be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated; and (3) part of the power and energy being delivered under this NOA may flow through such other systems rather than through the facilities of the Transmission Provider. The Network Operating Committee shall, from time to time as necessary, determine methods and take reasonably appropriate action to assure maximum delivery of power and energy at the points of receipt and delivery and at such additional or alternate points of receipt and delivery as may be established by the Parties.

(b) Each Party will at all times cooperate with other interconnected systems in establishing arrangements or mitigation measures to minimize operational impacts on each other's systems.

(c) Each Party recognizes that a Party's proposed new interconnection or modification of an existing interconnection between that Party's system and the system of a third party, may cause adverse anticipated effects on the system of the other Party. The Party making such interconnection or modification shall minimize, or otherwise compensate for, adverse operational effects to the Party's system.

10.0 Service Conditions

The Parties recognize that operating and technical problems may arise in the control of the frequency and in the flow of real and reactive power over the interconnected transmission systems. The Network Operating Committee may adopt operating rules and procedures as necessary to assure that, as completely as practical, the delivery and receipt of real and reactive power and energy hereunder shall be accomplished in a manner that causes the least interference with such interconnected systems.

A Network Customer interconnecting with the Transmission Provider's Transmission System is obligated to follow the same practices and procedures for interconnection and operation that the Transmission Provider uses for its own load and resources.

Where the Network Customer purchases Ancillary Services and/or IOS from third parties, the Network Customer shall have the responsibility to secure contractual arrangements with such third parties that are consistent with the Tariff, this Network Operating Agreement, and any applicable rules and procedures of the Network Operating Committee.

Transmission Provider and Network Customer are each a Registered Entity with the WECC. Network Customer shall be responsible for compliance with all NERC and WECC mandatory Reliability Standards applicable to Network Customer's facilities, and Transmission Provider shall be responsible for compliance with all NERC and WECC mandatory Reliability Standards applicable to Transmission Provider's facilities. Each Party shall be responsible for the costs of compliance with NERC and WECC Reliability Standards for the respective facilities they own, including (i) costs associated with modifying a Party's respective facilities or systems for that Party to comply with changes in such Reliability Standards, and (ii) financial penalties for that Party's non-compliance, if such financial penalties are allowed by law. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

11.0 Data, Information and Reports

(a) The Network Customer shall, upon request, provide the Transmission Provider with such reports and information concerning its network operation within the Transmission Provider's Control Area as are reasonably necessary to enable the Transmission Provider to operate its Transmission System adequately.

(b) Scheduling: Hourly transactions from outside of the Transmission Provider's Control Area, in whole megawatts, are prescheduled. Hourly transactions and forecasts of generation and load from within the Transmission Provider's Control Area, in megawatts, are prescheduled. Schedules can be changed consistent with the practices in the regional reliability councils.

The Network Customer shall notify the Transmission Provider of intended imports into the Control Area for the next normal business day(s) per applicable guidelines of the NERC and the applicable regional reliability council. Each normal business day, the Network Customer shall finalize import preschedules by

voice and transmit all the preschedules and forecasts in a format and using a method specified by the Transmission Provider. The Network Customer shall update the preschedules and forecasts before 10 p.m. the evening preceding the schedule's effective date. Such preschedules and forecasts shall include, as applicable: (i) each import into or export out of the Control Area; (ii) each power purchase and sale from within the Control Area; (iii) losses; (iv) generation from each Network Resource; (v) Network Load at each point designated in Section 4.0 of the Specifications for Network Integration Transmission Service attached to the Service Agreement; (vi) Regulating Margin; (vii) Spinning and Supplemental Reserve from each Network Resource; (viii) Spinning and Supplemental Reserve purchased from the Transmission Provider or each third party; (ix) the Network Customer's MSSC; (x) available capacity from each Network Resource; (xi) transmission service associated with each preschedule and forecast; (xii) incremental and decremental cost data for Network Resources; and (xiii) other information, as required by the Transmission Provider.

(c) Annual Forecast: By January 10 of each year, the Network Customer shall update its load and resource forecast pursuant to Section 29.2 and 31.6 of the Tariff by providing the Transmission Provider with a non-binding typical weekday and typical weekend forecast in a format specified by the Transmission Provider.

(d) Monthly Forecast: Five (5) days before the end of the month, the Network Customer shall update the forecast for the following month specifying purchases, generation, maximum demand, total monthly energy, and Operating Reserve Service from the Transmission Provider or third party.

(e) The Network Customer shall telemeter to the Transmission Provider information including but not limited to watts, vars, generator status, generator breaker status, generator terminal voltage and high side transformer voltage, unless otherwise agreed.

(f) The Network Customer shall provide generating resource characteristics to the Transmission Provider as necessary to implement redispatch, and constraint and reserve management.

12.0 Metering

(a) As applicable, the Network Customer shall have the obligation to install and maintain revenue meters and communication equipment compatible with the Transmission Provider's meter reading system. Revenue quality meters shall be installed at the point of interconnection between the Network Customer's facility and the Transmission Provider's system. The meters shall measure and record both real power (watts) and reactive power (vars) flow in both directions. Meters installed at a point other than the point of delivery shall be adjusted for the appropriate line and/or transformer losses.

(b) The Transmission Provider shall read or retrieve meter data on the first work day after the end of each billing cycle or such other data as may be required to carry

out the provision of the Tariff. The Transmission Provider shall process the meter data and determine energy imbalances, accounting, and billing using such meter data, and pursuant to the Service Agreement.

(c) The meter owner shall test revenue meters for power deliveries according to the meter owner's metering policy and within ten (10) business days after a request by the other Party. The other Party will be afforded the opportunity to be present during the meter test. For meters owned by the Transmission Provider, the Network Customer may request a meter test by calling the Transmission Provider's Network Operating Committee representative and shall pay for the cost of the requested test if the meter has been tested within the previous twelve months. The Parties present at the meter test shall estimate the amount of capacity and energy transferred during the meter test. The meter owner shall immediately repair, adjust, or replace any meter or associated equipment found to be defective or inaccurate. An inaccurate meter is one that exceeds two percent (2%) plus or minus, of the calibrated standards.

(d) The Transmission Provider shall adjust the recorded data to compensate for the effect of an inaccurate meter. Such adjustment shall be made for a maximum period of thirty (30) days prior to the date of the test or to the period during which such inaccuracy may be determined to have existed, whichever period is shorter. No adjustment prior to the beginning of the next preceding month shall be made except by agreement of the Parties. Should any meter fail to register, the Transmission Provider shall estimate, from the best information available, the demand created, energy flow, and var flows during the period of the failure. The Transmission Provider shall, as soon as possible, correct the Network Customer's bills affected by the inaccurate meter. That correction, when made, shall constitute full adjustment of any claim arising out of the inaccurate meter for the period of the correction.

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(a) The Network Customer shall, at its own expense, install and maintain communication links for scheduling. One communication link may be used for data transfer and the other link shall be used for voice communication.

(b) A Network Customer contributing to Regulating Margin and Operating Reserve requirements or securing the requirements from a third party shall, at its own expense, install and maintain telemetry equipment communicating between the generating resource(s) and the Transmission Provider.

14.0 Notice

Any notice or request made to or by either Party regarding this NOA shall be made to the representative of the other Party as indicated in the Service Agreement.

15.0 Term

The term of this NOA shall be concurrent with the term of the Network Customer's Service Agreement for Network Integration Transmission Service as it may be amended from time to time.

16.0 Entire Agreement

The Tariff and the Service Agreement as they are amended from time to time are incorporated herein and made a part hereof. Except as separately negotiated under the Service Agreement and this NOA, and/or to the extent permitted by Federal law, when a conflict exists between the terms of this NOA and the terms of the Open Access Transmission Tariff, the Tariff shall control.

17.0 Assignment

This NOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, but shall not be assigned by either Party without the written consent of the other, except to a successor to all or substantially all of the electric properties and assets of such Party.

IN WITNESS WHEREOF, the Parties have caused this Network Operating Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: /s/ *Ian R. Benson* 11/26/13
Ian R. Benson Date
Director, Transmission Planning & Business Relations
Xcel Energy Services Inc.
As Agent for Public Service Company of Colorado

Transmission Customer:

By: /s/ *David Neumayer* November 22, 2013
David Neumayer Date
Power Marketing Manager
Western Area Power Administration

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

ATTACHMENT CC

Service Agreements For Generation Interconnection Service

Form of Service Agreement for Engineering, Design, Permitting and Procurement Service

Engineering and Procurement Agreement

for

Transmission Owner Interconnection Facilities and Required Network Upgrades

for

PSCo Project GI-2020-18

This Engineering and Procurement Agreement ("E&P Agreement") is entered into this 2nd day of October, 2021, by and between Orchard Mesa Irrigation District, ("Interconnection Customer") and Xcel Energy Services Inc. ("XES"), a Delaware corporation, on behalf of Public Service Company of Colorado, a Colorado corporation, ("Transmission Owner" or "PSCo").

In this E&P Agreement, Interconnection Customer and Transmission Owner may each be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Interconnection Customer intends to construct, own, and operate 4.5 MW Hydroelectric Generating Facility Project, also referred to by the Interconnection Customer as Holy Cross Energy located in Mesa County, Colorado, as identified in PSCo GI-2020-18 (the "Project"); and

WHEREAS, The Interconnection Customer has requested an in-service date of May 30, 2022, and in an attempt to meet Interconnection Customer's schedule the Parties agree to enter into this E&P Agreement; and

WHEREAS, Interconnection Customer and Transmission Owner intend to enter into a Generator Interconnection Agreement ("GIA") that will provide for, among other things, the interconnection of the Project to the Transmission Owner's Vineland 69kV substation ("Transmission Owner's Facility"). Such interconnection is referred to herein as (the "Interconnection"); and

WHEREAS, Appendixes A and B attached to this E&P Agreement are hereby incorporated into this E&P Agreement and shall be considered a part of this E&P Agreement.

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

AGREEMENT

1. Services. All work and services to be performed for the Interconnection, including but not limited to the system upgrades described below for the Interconnection, are referred to herein as the "Work."

2. Definitions. Unless specifically defined herein, capitalized terms used herein shall have the meaning as defined in the Xcel Energy Operating Companies Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission (the "Xcel Energy OATT").

3. Work. The Parties agree to enter into this E&P Agreement with the purpose of authorizing and directing the Transmission Owner to begin the Work by commencing activities associated with land procurement, permitting, engineering and design, and long lead time material procurement associated with the Interconnection as specifically set forth in Appendix A (collectively, the "Preliminary Work"), and for Interconnection Customer to provide financial security for such Preliminary Work.

3.1 Upon completion of the Interconnection Facilities Study, Transmission Owner, Interconnection Customer and if applicable the Regional Transmission Organization will negotiate and execute a GIA to define the rights and responsibilities of each Party regarding the Interconnection and required system upgrades. The GIA is anticipated to provide, among other things, for the construction and financial responsibilities of Transmission Owner and Interconnection Customer to engineer, design, procure, and/or construct all areas, equipment, facilities, and/or upgrades which are necessary for:

a) the interconnection of the Project to the Transmission Owner's Facility, including the tie-in from the Transmission Owner's Facility to the interconnection facilities to be owned and operated by Interconnection Customer ("Interconnection Customer Interconnection Facilities"), and

b) the upgrades to the Transmission Owner's Transmission System which are required to achieve adequate stability of the system with the Project on-line ("Network Upgrades").

3.2 Should the Network Upgrades in the Facilities Study change, any additional costs from the change would be borne by the Interconnection Customer under the GIA.

3.3 The Preliminary Work completed by Transmission Owner under this E&P Agreement shall be considered Work completed in performance of Transmission Owner's obligations under the GIA.

3.4 Notwithstanding that the GIA has not been entered into by the Parties at the time this E&P Agreement is executed, Interconnection Customer agrees to have Transmission Owner begin the Preliminary Work in order to meet Interconnection Customer's schedule for the generation Project's Commercial Operation Date. Transmission Owner will begin such Preliminary Work in the same way that Transmission Owner would be required to do so if the GIA were in effect. Preliminary Work under these conditions will be performed subject to (i) the terms set forth herein and (ii) the Interconnection Customer's agreement to provide

financial security to Transmission Owner for all reasonable and necessary costs and expenses incurred by Transmission Owner in performing the Preliminary Work.

4. Billing and Payment. The Interconnection Customer shall remit to Transmission Owner security in the amount of $50,000 ("E&P Security") in the manner set forth in Section 4.2 of this E&P Agreement in order to provide financial security to Transmission Owner for its portion of the Preliminary Work to be completed in advance of an executed GIA. Transmission Owner is willing to proceed with the Preliminary Work expressly contingent upon the following terms and conditions:

4.1. Upon execution of this E&P Agreement and receipt of the E&P Security, Transmission Owner will proceed with the Preliminary Work to facilitate the Interconnection. Transmission Owner shall perform the Preliminary Work in accordance with the standards set forth in the Xcel Energy OATT.

4.2. The Parties acknowledge that the GIA for the Project has not yet been executed and as such there is no security in place for any of Transmission Owner's portion of the Preliminary Work completed prior to execution of the GIA. To provide financial security to Transmission Owner under this E&P Agreement, Interconnection Customer will remit the E&P Security to Transmission Owner, cash, a parental guarantee, letter of credit or other form of security that is acceptable to Transmission Owner in the amount of $50,000 (Fifty Thousand Dollars) payable to "Public Service Company of Colorado". Upon receipt of the E&P Security and an executed copy of the E&P Agreement, Transmission Owner will assign the E&P Security to a project account (the "E&P Project Account").

4.3. At any time that Transmission Owner estimates that additional security is required before a definitive GIA for the Project has been executed to continue Transmission Owner's portion of the Preliminary Work, Transmission Owner shall request in writing from Interconnection Customer additional security, which when totaled with the E&P Security in the E&P Project Account, will allow Transmission Owner to continue its portion of the Preliminary Work ("Additional Security"). Such request shall specifically describe the remaining scope of Preliminary Work to be completed by Transmission Owner and the additional security required by Transmission Owner to complete such work. Interconnection Customer will remit the amount of Additional Security requested to Transmission Owner within ten (10) business days in the same manner prescribed in Section 4.2 above. Failure of Interconnection Customer to remit Additional Security within ten (10) business days will result in the termination of this E&P Agreement. Any such termination shall not affect the Interconnection Customer's Interconnection queue position.

4.4. Subject to Section 4.5 of this E&P Agreement, the Transmission Owner will release the E&P Security after Transmission Owner and Interconnection Customer have executed a GIA for the Project if the E&P Security was provided in the form of a parental guarantee or letter of credit (including any Additional Security) to Interconnection Customer.

4.5. Interconnection Customer may direct Transmission Owner at any time, through written correspondence, to cease the Preliminary Work under this E&P Agreement. In such event, the E&P Security will be released or refunded to Interconnection Customer only after all documented fees, charges and penalties associated with Transmission Owner's Preliminary Work, including any associated cancellation costs of orders for equipment have been

deducted. Transmission Owner shall provide documentation substantiating any fees, charges, and penalties incurred in connection with the cancellation of orders for equipment within the scope of this section. In the event that Interconnection Customer directs Transmission Owner to cease Preliminary Work or otherwise terminates this agreement, Transmission Owner shall mitigate any costs associated with Preliminary Work under this E&P Agreement in accordance with Section 9 of the PSCo Standard Large Generator Interconnection Procedures.

4.6 In the event that either, (i) this E&P Agreement is terminated or (ii) Interconnection Customer elects to cancel this E&P Agreement after Transmission Owner takes possession of any equipment ordered under this E&P Agreement, Transmission Owner may elect: (a) to take title to the equipment ordered on behalf of Interconnection Customer, in which event Transmission Owner shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (b) to transfer title to and deliver the equipment ordered by Transmission Owner to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment. Delivery instructions shall be provided to Transmission Owner by Interconnection Customer within thirty (30) days in either event. Both Transmission Owner and Interconnection Customer agree that if the Transmission Owner Interconnection Facilities and Network Upgrades are constructed as anticipated, then all costs, expenses, ownership rights etc. will be managed as described in the GIA.

5. Obligations. This E&P Agreement does not obligate Transmission Owner to construct any Transmission Owner Interconnection Facilities or Network Upgrades. Interconnection Customer understands that Transmission Owner is under no obligation to construct any facilities for the Interconnection until after the GIA is executed by Transmission Owner and Interconnection Customer. The GIA will establish the final milestone schedule and cost responsibility for costs and construction associated with interconnection of the Project.

6. **Notices.** All communications hereunder will be given in writing and: (i) personally delivered or (ii) sent to the addressee by overnight courier service. The addresses to be used for all such communications are listed in Appendix B. Either Party may change its address for the purposes of this E&P Agreement by giving not less than five (5) business days prior written notice to the other in accordance with this Section 5.

7. Modifications. The Parties hereto agree that this E&P Agreement shall constitute the entire agreement and understanding between the Parties hereto with regard to the subject matter expressly provided for herein. The Parties hereto are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. No amendment of any provision of this E&P Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

8. Limitation of Liability. In no event shall either Party be liable in connection with this E&P Agreement 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, or any other theory of liability.

9. Authority. Each Party represents and warrants that it has full power and authority to enter into and to perform all obligations imposed upon it by this E&P Agreement. The person signing this E&P Agreement on behalf of each Party has been properly authorized and empowered to execute this E&P Agreement.

10. Disputes. The Parties shall exercise commercially reasonable good faith efforts to resolve any dispute that may arise between them in relation to this E&P Agreement through amicable discussions between their respective representatives. In the event the dispute cannot be resolved through such good faith efforts, the dispute resolution procedures set forth in Article 12 of the Xcel Energy OATT shall be used to resolve the dispute.

11. Governing Law. The validity, interpretation and performance of this E&P Agreement and each of its provisions shall be governed by the laws of the State of [INSERT STATE] without regard to its conflicts of law.

12. Generator Interconnection Agreement. With the exception of termination pursuant to Article 14 herein, nothing in this E&P Agreement will relieve either Party hereto of its obligation to negotiate a GIA to govern the interconnection of the facilities of the Parties hereto at the point of Interconnection.

13. Assignment. Upon written notice to the other Party, either Party hereto may assign this E&P Agreement to an affiliate of the assigning Party without the other Party's consent. In all other circumstances, neither Party hereto may assign this E&P Agreement without the other Party's prior written consent.

14. Termination. Unless earlier terminated as provided herein, this E&P Agreement will terminate when the Parties hereto execute the GIA, or if the Interconnection Customer elects to cease the Preliminary Work under this E&P Agreement, when all financial settlements under this E&P Agreement have been completed. If a GIA is not signed by April 1, 2020, the Parties will consider that Interconnection Customer has elected to cease the Preliminary Work under this E&P Agreement, unless as otherwise mutually agreed.

15. Survival. The provisions of this E&P Agreement shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including those provisions relating to Section 4.5 (Early Termination), Section 8 (Limitation of Liability), Section 10 (Disputes), and Section 14 (Termination). In addition, the obligation to pay any money due and owing to either Party pursuant to this E&P Agreement will survive termination of this E&P Agreement.

16. Execution. If the foregoing correctly sets forth the agreement of the Parties, the Interconnection Customer shall indicate by signing one original counterpart of this E&P Agreement in the space provided and forward a PDF copy of the signature page to:

Transmission Owner:

Public Service Company of Colorado
Attn: Mark Moeller

Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis, MN 55401
Email: mark.c.moeller@xcelenergy.com

Transmission Owner will sign original and provide a PDF copy of the fully executed E&P Agreement to Interconnection Customer for Interconnection Customer's files.

[Signatures on Following Page]

SIGNATURES

[GI-2020-18 E&P AGREEMENT

Transmission Owner

Xcel Energy Services Inc. as authorized agent for
Public Service Company of Colorado, a Colorado corporation

By: */s/ Ian R. Benson*

Ian R. Benson
Area Vice President, Transmission Strategy and Planning

Date: 9/27/2021

Interconnection Customer

Orchard Mesa Irrigation District

By: */s/ Ted S. Sorenson*

Printed Name: Ted S. Sorenson PE

Title: Project Engineer

Date: 9/20/2021

Appendix A to E&P Agreement

Preliminary Work

The Transmission Owner agrees to begin the Preliminary Work by commencing activities associated with land procurement, permitting, engineering and design, and procurement of long lead material associated with the Interconnection as set forth below.

Engineering Estimates for the Orchard Mesa Irrigation District SGIA as defined in PSCo GI-2020-18:

Substations	$50,000
Transmission	$0
Siting and Land Rights	$0
Long Lead Material Ordering	$0
Total	**$50,000**

Appendix B to E&P Agreement

Addresses for Delivery of Notices

Notices:

Transmission Owner:

Public Service Company of Colorado
Attn: Transmission Account Representative
Xcel Energy Services Inc.
P.O. Box 1078
Golden, Co 80402
Phone (303) 273-4679
PSCoInterconnection@xcelenergy.com

Interconnection Customer:

OMID
Max Schmidt
668 38 Rd,
Palisade, CO 81526
(970) 464-7885
Max@omirrigation.com

Billings and Payments:

Transmission Owner:

Public Service Company of Colorado
Attn: Transmission Account Representative
Xcel Energy Services Inc.
P.O. Box 1078
Golden, Co 80402
Phone (303) 273-4679
PSCoInterconnection@xcelenergy.com

Interconnection Customer:

OMID
Max Schmidt
668 38 Rd,
Palisade, CO 81526
(970) 464-7885
Max@omirrigation.com

AMENDED AND RESTATED

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)

between

Public Service Company of Colorado

and

Peetz Logan Interconnect, LLC

for the Peetz Table Wind, LLC project and Logan Wind Energy LLC project

VERSION 0.0.0

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THIS AMENDED AND RESTATED STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT ("Amendment), is made effective this 15th day of October, 2020, by and between Peetz Logan Interconnect, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer"), and Public Service Company of Colorado, a corporation organized and existing under the laws of the State of Colorado ("Transmission Provider") Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

WHEREAS, Peetz Logan Interconnect, LLC. entered into a Standard Large Generator Interconnection Agreement with Public Service Company of Colorado on January 30, 2007 (the "Interconnection Agreement");

WHEREAS, Section 30.10 of the Interconnection Agreement provides it may be amended by mutual agreement by a written instrument and duly executed by the Parties; and

WHEREAS, PSCo and Interconnection Customer desire to amend and restate this Agreement to amend Appendix C;

NOW, THEREFORE, in consideration of the covenants made herein and intending to be legally bound, PSCo and Interconnection Customer hereby stipulate and agree as follows:

Article 1. Definitions

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

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

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

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

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable

operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

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

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

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

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

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

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

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

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

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

Commercial Operation shall mean the status of the first Project that has commenced generating electricity for sale and utilizing the Interconnection Customer Interconnection Facilities providing outlet, transformation and transmission, excluding electricity generated by such first Project during Trial Operation.

Commercial Operation Date shall mean the date on which the first Project commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

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

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule

with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by the Applicable Reliability Council.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

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

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

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

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

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect the Facility to the Transmission Provider's Transmission System via the Interconnection Customer Interconnection Facilities to be eligible to deliver the Facility's electric output using the existing firm or non-firm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time

items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

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

Facility shall mean theInterconnection Customer's Interconnection Facilities and the Projects.

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

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

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

Generating Companies shall mean the direct owners of their respective Project and they are Logan Wind Energy LLC, a limited liability company organized and existing under the laws of the State of Delaware, and Peetz Table Wind Energy, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and their successors and assigns. References to Generating Company in this LGIA shall mean Logan Wind Energy LLC or Peetz Table Wind Energy, LLC.

Generating Facility shall mean devices for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

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

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, 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, or any Affiliate thereof.

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

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

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

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

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are owned by the Interconnection Customer and 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 Large Generating Facility via the Interconnection Customer's Interconnection Facilities to the Transmission Provider's Transmission System.

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

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Facility with the Transmission Provider's Transmission System.

The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

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

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures.

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

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility or the 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 Provider's Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures.

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

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

IRS shall mean the Internal Revenue Service.

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

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW. For purposes of this LGIA, Large Generating Facility means the Projects.

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

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

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

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

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Facility to the Transmission Provider's Transmission System.

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

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

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

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

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

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Project shall mean, individually, the approximately 200 MW wind-powered Generation Facility that will be owned by Logan Wind Energy LLC in Logan County, Colorado, or the approximately 200 MW wind-powered Generation Facility that will be owned by Peetz Table Wind Energy LLC in Logan County, Colorado, and collectively referred to herein as the Projects.

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

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

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer 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.

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 Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

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

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

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Facility and (2) the Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

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

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

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

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

Trial Operation shall mean the period during which a Generating Company is engaged in on-site test operations and commissioning of its Project and the Interconnection Customer is testing the Interconnection Customer's Interconnection Facilities prior to Commercial Operation.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This LGIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this LGIA 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 LGIA shall remain in effect for a period of thirty (30) years from the Effective Date or such other longer period as Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days' advance written notice, or by Transmission Provider notifying FERC after the Interconnection Customer's Interconnection Facilities permanently cease Commercial Operation.

2.3.2 Default. Either Party may terminate this LGIA 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 LGIA, which notice has been accepted for filing by FERC.

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

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for

construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

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

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

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

2.5 **Disconnection**. Upon termination of this LGIA, the Parties will take all appropriate steps to disconnect the Facility from the 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 LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

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

Article 3. Regulatory Filings

3.1 Filing. Transmission Provider shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this LGIA, or any amendment thereto, Interconnection Customer 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 type of Interconnection Service.

4.1.1 Energy Resource Interconnection Service. [SELECTED]

4.1.1.1 The Product. Energy Resource Interconnection Service allows Interconnection Customer to connect the Facility to the Transmission System and be eligible to deliver the Large 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 Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

4.1.1.2 Transmission Delivery Service Implications. Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), a Project may place a bid to sell into the market up to the maximum identified Large Generating Facility output for that Project, subject to any conditions specified in the interconnection service approval, and the Project will be dispatched to the extent its bid clears. In all other instances, no transmission delivery service from the Facility is assured, but Interconnection Customer or a Project may obtain Point-to-Point Transmission Service, Network Integration Transmission Service, or be used for secondary network transmission service, pursuant to Transmission Provider's Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer or a Project to obtain the right to deliver or inject energy beyond the Facility Point of Interconnection or to improve its ability to do so, transmission delivery

service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject the Projects' output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System 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 Upgrades.

4.1.2 Network Resource Interconnection Service. [NOT SELECTED]

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Attachment A to this LGIA.

4.1.2.2 Transmission Delivery Service Implications. Network Resource Interconnection Service allows Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large 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 an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, 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.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of the Large Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, the Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's 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 Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within Transmission Provider's 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 Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. 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 Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

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

4.3 Performance Standards. Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the LGIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service. The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's 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 LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

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

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

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

If Transmission Provider subsequently fails to complete Transmission Provider'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 Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

5.1.3 Option to Build. If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, 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 Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Power System Stabilizers. The Interconnection Customer shall cause the procurement, installation, maintenance, and operation of the Power System Stabilizers

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

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

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

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

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

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

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

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

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

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

5.7 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time,

Interconnection Customer determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.

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

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

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

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

5.10.2 Transmission Provider's Review. Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, 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.

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 "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Interconnection Customer shall obtain and provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

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

Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

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

5.13 Lands of Other Property Owners. If any part of Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network 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 Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

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

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

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

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 Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

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

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

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless

Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

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

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

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA (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 Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider'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 Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

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

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

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

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

5.17.8 **Refund.** In the event that (a) a private letter ruling is issued to Transmission Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not taxable to Transmission Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Provider are not subject to federal

income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Provider pursuant to this LGIA, Transmission Provider shall promptly refund to Interconnection Customer the following:

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

(ii) interest on any amount paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer, and

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

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities 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 Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this LGIA. Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission

Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider.

5.17.10 Transmission Owners Who Are Not Transmission Providers. If Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this LGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of Transmission Provider under this Article 5.17 of this LGIA.

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

5.19 Modification.

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

In the case of 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 System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice; and Interconnection Customer shall cause the Generating Companies to design, construct and operate the Large Generating Facility in accordance with Good Utility Practice.

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

Article 6. Testing and Inspection

6.1 Pre-Commercial Operation Date Testing and Modifications. Prior to the Commercial Operation Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall permit the Large Generating Facility to generate test energy 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 Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

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

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

Article 7. Metering

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

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 Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, 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 or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 Standards. Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment. Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering

Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

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 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 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 or cause to be provided standard voice line, dedicated voice line and facsimile communications at the Projects' control rooms 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 or cause to be provided 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 Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

8.2 Remote Terminal Unit. Prior to the Initial Synchronization Date, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by 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 Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the

attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

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

Article 9. Operations

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

9.2 Control Area Notification. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider in writing of the Control Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Facility in a Control Area other than the Control Area 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 LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Facility in the other Control Area.

9.3 Transmission Provider Obligations. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this LGIA and Transmission Provider'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 Interconnection Customer's Interconnection Facilities and shall cause the Generating Companies to operate, maintain and control the Large Generating Facility in a safe and reliable manner and in accordance with this LGIA. Interconnection Customer shall operate the Interconnection Customer's Interconnection Facilities and cause the Generating Companies to operate the Large Generating Facility in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may

request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA.

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

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall cause the Large Generating Facility to be designed 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 Transmission Provider has established different requirements that apply to all generators in the Control Area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to cause the operation of the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area 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) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall cause the Large Generating Facility to be operated to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

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

unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power. Transmission Provider is required to pay a Generating Company for reactive power that its Project provides or absorbs from the Large Generating Facility when Transmission Provider requests Interconnection Customer to cause the Large Generating Facility or a Project to operate outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Projects. Payments shall be pursuant to Article 11.6 or such other agreement to which the Transmission Provider and a Generating Company have otherwise agreed.

9.7 Outages and Interruptions.

9.7.1 Outages.

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

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit planned maintenance schedules for the Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer or a Project 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 or a Project

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

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

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, 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 System;

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 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 Large Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement or cause to be implemented under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Interconnection Customer shall obtain data for the Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, which data 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 and over-frequency conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain or cause to be installed, operated and maintained System Protection Facilities as a part of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Provider's Interconnection Facilities or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with 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 a Project or the Interconnection Customer's Interconnection Facilities.

9.7.4.5 Each Party will test, operate and maintain 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, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain, or cause to be provided, installed, owned and maintained relays, circuit breakers and all other devices necessary to remove any fault contribution of the Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the 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 Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the 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, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control. Interconnection Customer shall cause the Generating Companies to comply with such Standards with respect to the Large Generating Facility.

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

9.9 Use of Interconnection Facilities by Third Parties.

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

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

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Facility or Transmission Provider's 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 Provider Obligations. Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain its Interconnection Facilities and cause the Generating Companies to maintain the Large Generating Facility in a safe and reliable manner and in accordance with this LGIA.

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

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

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

Article 11. Performance Obligation

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

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

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

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Transmission Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant

to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

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

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

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

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

11.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider 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 costs for constructing, procuring and installing the applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes.

In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, 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.

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

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

11.6 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide or cause the Generating Companies to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer or the Generation Company, as applicable, in accordance with Interconnection Customer's or the Generation Company's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve, or cause the Generating Companies to serve, Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to cause Generating Companies to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to compensate the appropriate Generating Company in such amount as would have been due had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. Transmission Provider or RTO or ISO shall compensate Interconnection Customer or a Project, as applicable, for its provision of real and reactive power and other Emergency Condition services that

Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice

12.1 General. Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, 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 months after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

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

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

Article 13. Emergencies

13.1 Definition. "Emergency Condition" shall mean a condition or situation: (i) that in the

judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of 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, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to**,** the Large Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.

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

13.3 Notice. Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities and Interconnection Customer shall inform the Generating Companies. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

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

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the 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, or cause the Generating Companies to, shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall cause the Generating Companies to comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. Transmission Provider may reduce Interconnection Service or disconnect 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 Transmission Provider's 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 using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

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

Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements. Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this LGIA 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 LGIA 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 LGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

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

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

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

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

Article 16. Force Majeure

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

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

Article 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 LGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and

continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

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

Article 18. Indemnity, Consequential Damages and Insurance

18.1 **Indemnity**. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party. In addition, because of the ownership structure adopted by Interconnection Customer and the Generating Companies, the Interconnection Customer shall indemnify, defend and hold Transmission Provider harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees arising out of or resulting from either or both of the Generating Companies' negligence in the performance of their obligations to the Interconnection Customer that are related to the LGIA, except in cases of gross negligence or intentional wrongdoing by the Transmission Provider. Nothing herein shall prevent Interconnection Customer from seeking any cross-indemnity from the Generating Companies as its adopted ownership structure may allow.

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

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

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

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

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

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

18.3 Insurance. Each Party shall, at its own expense, maintain in force throughout the period of this LGIA, and until released by the other Party, the following minimum

insurance coverages**,** and Interconnection Customer also shall cause the Generating Companies with respect to their Projects to maintain in force throughout the period of the LGIA until released by Transmission Provider and Interconnection Customer, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located.

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

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

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

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

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies maintained by the Parties shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies maintained by the Generating Companies in accordance with Section 18.3 shall name the Transmission Provider, its parent, associated and Affiliate companies and their respective directors, officers, and agents, servants and employees ("Transmission Provider Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group, or as applicable the Transmission Provider Group, and provide thirty (30) Calendar Days advance written notice to the Other Party Group, or as applicable the Transmission

Provider Group, prior to anniversary date of cancellation or any material change in coverage or condition.

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

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

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

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

18.3.10 Notwithstanding the foregoing, each Party, and the Generating Companies as applicable, may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's or the Generating Companies' senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's, or Generating Companies' as applicable, senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party, or Generating Companies as applicable, shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party, or Generating Companies as applicable, is permitted to self-insure pursuant to this article, it shall notify the other Party, or the Parties with respect to the Generating Companies' insurance obligations, that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

Article 19. Assignment

19.1 Assignment. This LGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Interconnection Customer's Interconnection Facilities or the Large 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 the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

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

Article 21. Comparability

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

Article 22. Confidentiality

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

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

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

22.1.3 Release of Confidential Information. Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to

comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

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

22.1.5 **No Warranties**. By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

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

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

22.1.8 **Termination of Agreement**. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 **Remedies**. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party

Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

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

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking

to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

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

Article 24. Information Requirements

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

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

24.3 Updated Information Submission by Interconnection Customer. The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Facility data requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to Transmission Provider for the Feasibility and Facilities Study. Information in this submission shall be the most current 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 the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to 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 Transmission Provider Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

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

Unless otherwise agreed, the test conditions shall include:(1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of 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 Projects' terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Facility terminal or field voltages is provided. Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

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

Article 25. Information Access and Audit Rights

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

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

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 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 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

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

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be

given to the other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

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

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

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

Article 27. Disputes

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

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the

arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

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

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

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

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

28.1.2 Authority. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability

thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

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

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

Article 29. Joint Operating Committee

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

29.1.1 Establish data requirements and operating record requirements.

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

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

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

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

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

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

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

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

30.4 Entire Agreement. This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which

constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this LGIA.

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

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

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

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

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

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

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this LGIA 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 LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

30.13 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed will be deemed an original, and all of which when taken together will constitute one and the same instrument.

The Parties have caused this Amendment to be signed as of the date written above.

PUBLIC SERVICE COMPANY OF COLORADO

By: */s/ Michael G. Lamb*
Name: Michael G. Lamb
Title: Senior Vice President,
Xcel Energy Services Inc., as agent for
Public Service Company of Colorado,
a Colorado Corporation

Date: 10/15/2020

PEETZ LOGAN INTERCONNECT, LLC.

By: */s/ Mark Patten*

Name: Mark Patten

Title: Assistant Vice President

Date: 10/9/2020

Appendices to LGIA

Appendix A	Interconnection Facilities, Network Upgrades and Distribution Upgrades
Appendix B	Milestones
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billing
Appendix G	Interconnection Requirements For A Wind Generating Plant

Appendix A to LGIA

A. Description of Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

The Generating Facilities served by this LGIA are owned by Peetz Table Wind, LLC and Logan Wind Energy LLC (the ""). "

Interconnection Customer's Interconnection Facility means the transmission line and associated facilities owned and operated by the Generating Companies and shared with Peetz Logan Interconnect LLC pursuant to the SHARED FACILITIES AGREEMENT FOR INTERCONNECTION SERVICE filed with the Federal Energy Regulatory Commission in Docket No. ER20-2567, which facilities are used to deliver electric energy generated by the Generation Companies to PSCo's transmission system at PSCo's Pawnee Substation, and any replacement transmission line(s) constructed in the right of way of the Transmission Line.

(b) Transmission Provider's Interconnection Facilities (Customer Funded):

Element	Description	Cost ($Million)
PSCo Pawnee Switchyard	Interconnect 230 kV line from ICIF to the existing Pawnee 230 kV PSCo switchyard. The major equipment required includes: • One 230kV dead-end structure, insulators and hardware • One 230kV transmission line relaying panel • Three 230kV metering units • One (1) RTU and associated equipment at Customer's Substation • One (1) JEM-10 metering unit	**$0.593**
Total	**Transmission Providers Interconnection Facilities**	**$0.593**

2. Network Upgrades Required for Interconnection:

(a) Stand Alone Network Upgrades Required for Interconnection:

- None

(b) Other Network Upgrades Required for Interconnection:

Element	Description	Cost ($Million)
PSCo Pawnee Substation	Modify the existing Pawnee 230 kV Switchyard to accommodate the Interconnection Customer's 230 kV transmission. The new equipment required includes: • One (1) 230 kV 3000 amp 40 kA circuit breaker • Three (3) 230 kV gang switches • Foundations and structures • Transmission line relaying and control upgrades	**$0.825**
	Transmission Line tap structures and tap	**$0.100**
	Siting & Land Rights	**$0.020**
Total Cost	**Estimated Costs for Network Upgrades for Interconnection**	**$0.945**

B. Financial, Ownership, Construction and Operating Responsibilities for Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

- Owned by Generating Companies
- Designed, procured, constructed and installed by Interconnection Customer
- Funded by Generating Companies
- Operated by Generating Companies

(b) Transmission Provider's Interconnection Facilities:

- Owned by Transmission Provider
- Designed, procured, constructed and installed by Transmission Provider
- Funded by Interconnection Customer
- Operated by Transmission Provider

2. Network Upgrades Required for Interconnection:

(a) Stand Alone Network Upgrades Required for Interconnection:

- None

(b) Other Network Upgrades Required for Interconnection:

- Owned by Transmission Provider
- Designed, procured, constructed and installed by Transmission Provider
- Funded by Transmission Provider
- Operated by Transmission Provider

C. Interconnection Customer Payment for Transmission Provider's Interconnection Facilities

Coincident for the termination of the E&P Agreement as provided in Appendix B, Interconnection Customer will submit to Transmission Provider a payment of $593,000 to cover the estimated costs of Transmission Provider's Interconnection Facilities. Upon completion of construction of Transmission Provider's Interconnection Facilities, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities pursuant to Section 12.2 of the LGIA. If total actual costs for the Transmission Provider's Interconnection Facilities are less than the $593,000 advancement, the remaining balance of the account will be returned to Interconnection Customer by Transmission Provider without interest within thirty (30) calendar days of receipt of Transmission Provider's final invoice. If total actual costs are more than the $593,000 advancement, Interconnection Customer will pay Transmission Provider the difference between the total costs set forth in the final invoice and the $593,000 advancement (without interest) within thirty (30) calendar days after receiving demand therefore.

Appendix B To LGIA
MILESTONES

A. Interconnection Facilities Engineering, Procurement, And Construction Option

Interconnection Customer has selected the **Standard Option** for construction of the Interconnection Facilities under Article 5 of the LGIA.

Interconnection Customer and Transmission Provider have entered into an Engineering & Procurement Agreement dated February 7, 2006 (the "E&P Agreement") in order to facilitate completion of the Interconnection Facilities and Network Upgrades consistent with the Milestones. The E&P Agreement is hereby superseded by this LGIA and the E&P Agreement shall terminate upon return by Transmission Provider of the $233,180 deposit as provided below.

Upon payment by Interconnection Customer of the $593,000 cash advance for Transmission Provider's Interconnection Facilities and provision of security for Network Upgrades as described in the Milestones below, Transmission Provider shall refund the $233,180 deposit in full and all costs incurred by Transmission Provider in connection with completing work under the E&P Agreement will be accounted for and paid under this LGIA.

On April 4, 2006 Interconnection Customer and Transmission Provider held a project pre-engineering meeting at which time initial specifications for the ICIF were provided by Interconnection Customer (in compliance with Article 5.10.1) and initial information submission was provided by Transmission Provider (in compliance with Article 24.2) Pursuant to Article 24.3, Interconnection Customer has submitted all updated information it has knowledge of to date to Transmission Provider.

All the above have been completed.

B. Milestones

Interconnection Customer provides to Transmission Provider:

1) Written authorization to proceed with design and procurement of the Transmission Provider's Interconnection Facilities and Network Upgrades;

2) Payment of $593,000 for Transmission Provider's Interconnection Facilities; and

3) Security for payment pursuant to Article 11.5 in the amount of $945,000 to cover the estimated cost Network Upgrades Required for Interconnection as listed in Appendix A, paragraph A.2.(b). Under the terms of the security instrument, such security will be released in full upon commencement of Commercial Operation evidenced by receipt by Transmission Provider of the notice set forth in Appendix E, assuming no Breach by Interconnection Customer has occurred under this Agreement.

Following receipt by the Transmission Provider of the three foregoing Milestone deliverables**,** Transmission Provider will then complete each of the following as it relates to the Transmission Provider's Interconnection Facilities and Network Upgrades:

1) Return to Interconnection Customer of the $233,180 deposit made by Interconnection Customer under the E&P Agreement;

2) Siting and land rights activities, including any public meetings required by applicable law;

3) Engineering and procurement of substation materials;

4) Engineering and procurement of transmission line materials;

5) Substation construction; and

6) Transmission line rearrangement and construction.

Schedule for completion:

Transmission Provider anticipates that the work outlined in Appendix A needed in order to provide electrical back feed required by the Interconnection Customer to complete its testing and commissioning for the Facility can be completed 5 months after Interconnection Customer has provided all three Milestone deliverables to Transmission Provider in this section B above. The Transmission Provider will continue with its testing and commissioning work to support Commercial Operation of the Large Generating Facility.

All the above have been completed.

Appendix C To LGIA

Interconnection Details

Large Generating Facility: The Large Generating Facility will consist of up to 267 1.5 MW General Electric Model SLE wind turbine generators producing up to 400 MW, a 34.5 kV collection system, a 34.5kV/230kV project substation(s) and will be comprised of:
(1) the approximately 200 MW wind-powered Generating Facility that will be developed by Logan Wind Energy LLC in Logan County, Colorado, and (2) the approximately 200 MW wind-powered Generating Facility that will be developed by Peetz Table Wind, LLC in Logan County, Colorado.

The Projects is entirely within Logan County, Colorado in and around the Town of Peetz. The Peetz Table Wind Energy, LLC Project consists of 133 GE 1.5 MW wind turbine generators with 91m blades in an array on the westernmost area (the "West Array") and is located within Townships 11 & 12 and Ranges 53, 54, and 55.

The Logan Wind Energy LLC Project is composed of134 GE 1.5 MW wind turbine generators in an array on the easternmost area (the "East Array") and is located within Townships 11 & 12 and Ranges 49, 50, and 51. The West Array and the East Array are connected by a transmission line along County Roads 76 and 78.

Point of Interconnection: The Point of Interconnection (POI), is that point at which the Transmission Provider's 230 kV overhead conductor from Interconnection Customer's steel dead-end tower taps the 230 kV Pawnee Substation bus as shown on the one-line diagram in Figure 1.

The Point of Change of Ownership: The Point of Change of Ownership is the Interconnection Customer's transmission line dead-end tower structure located outside the Pawnee Switchyard fence as shown on the one-line diagram in Figure 1

Interconnection Facilities: See Appendix A for details regarding the facilities required for interconnecting the Large Generating Facility with the Transmission Provider's network.

Interconnection Guidelines: The Interconnection Customer will comply with the Interconnection Guidelines For Transmission Interconnected Producer-Owned Generation Greater Than 20 MW, as amended from time to time, and available at http://www.xcelenergy.com/docs/corpcomm/TransmissionInterconnectionGuidelines.pdf

Communication: Interconnection Customer will provide and maintain, or cause Generating Companies to provide and maintain, a dedicated, ring-down voice communication circuit between the Transmission Provider's Control Center (Lookout) and the Large Generating Facility. The Large Generating Facility operator will be available on a 24X7 continual basis and shall full visibility and authority for control of the entire Large Generating Facility. The Large Generating Facility operator(s) will have sufficient training and authority to operate the plant independently, and as directed by the Transmission Provider's System Operator to maintain

transmission system reliability. Interconnection Customer shall provide the contact information for the operator to Transmission Provider prior to its Initial Synchronization of the Large Generating Facility.

WECC Reliability Management System Agreement: Pursuant to Section 9.4 of this LGIA, the Interconnection Customer and Transmission Provider shall comply with the Western Electricity Council ("WECC") Reliability Management System ("RMS") Criteria Agreement regional reliability standards in effect from time to time and on file with the Federal Energy Regulatory Commission ("FERC") and set forth in Appendix 7 to the LGIP, including payment of any sanctions under such RMS Criteria Agreement. Interconnection Customer shall cause the Generating Companies to comply with such RMS Criteria Agreement obligations with respect to the Large Generating Facility.

Figure 1: Pawnee Switching Station One-Line Diagram

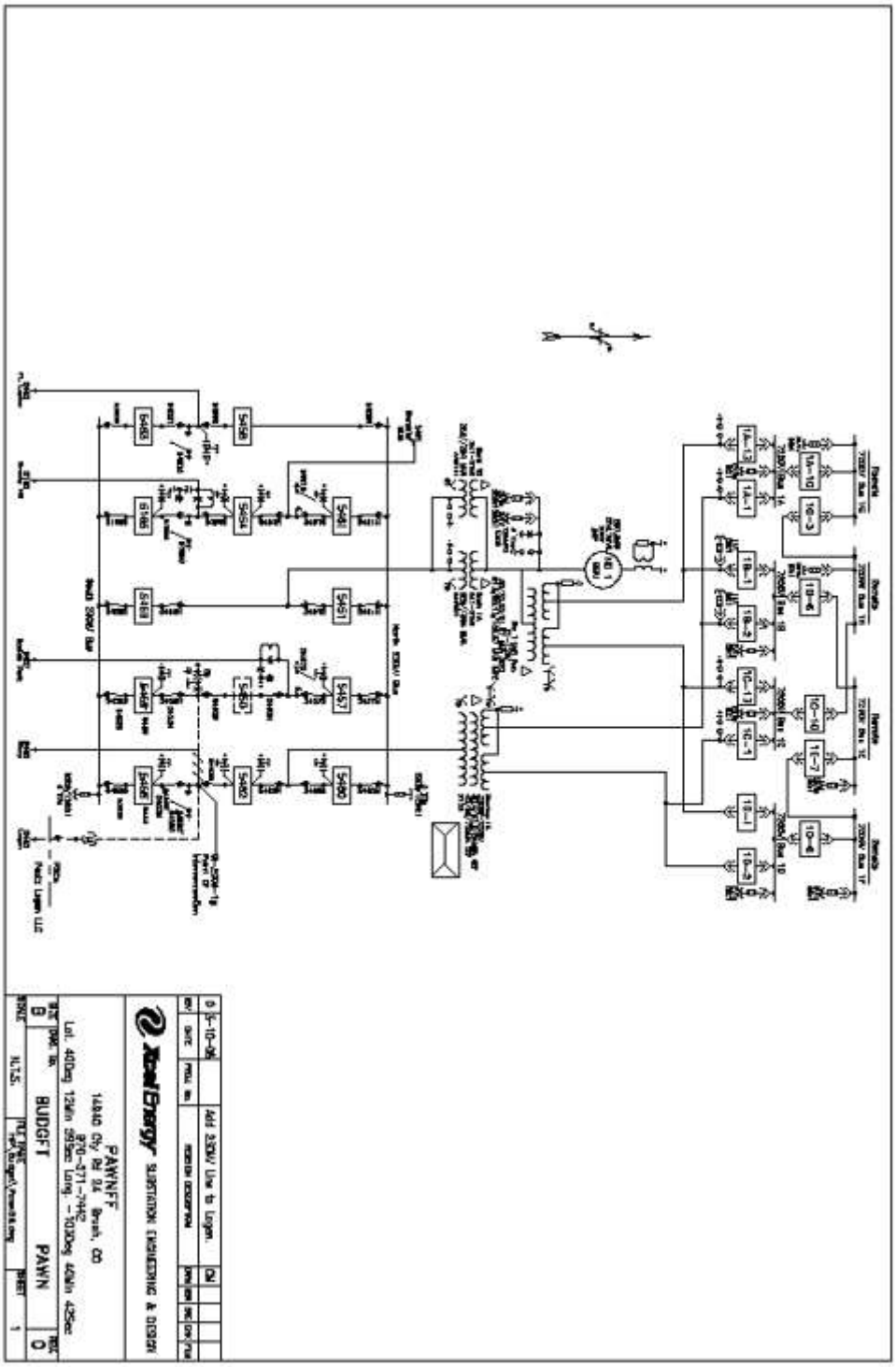
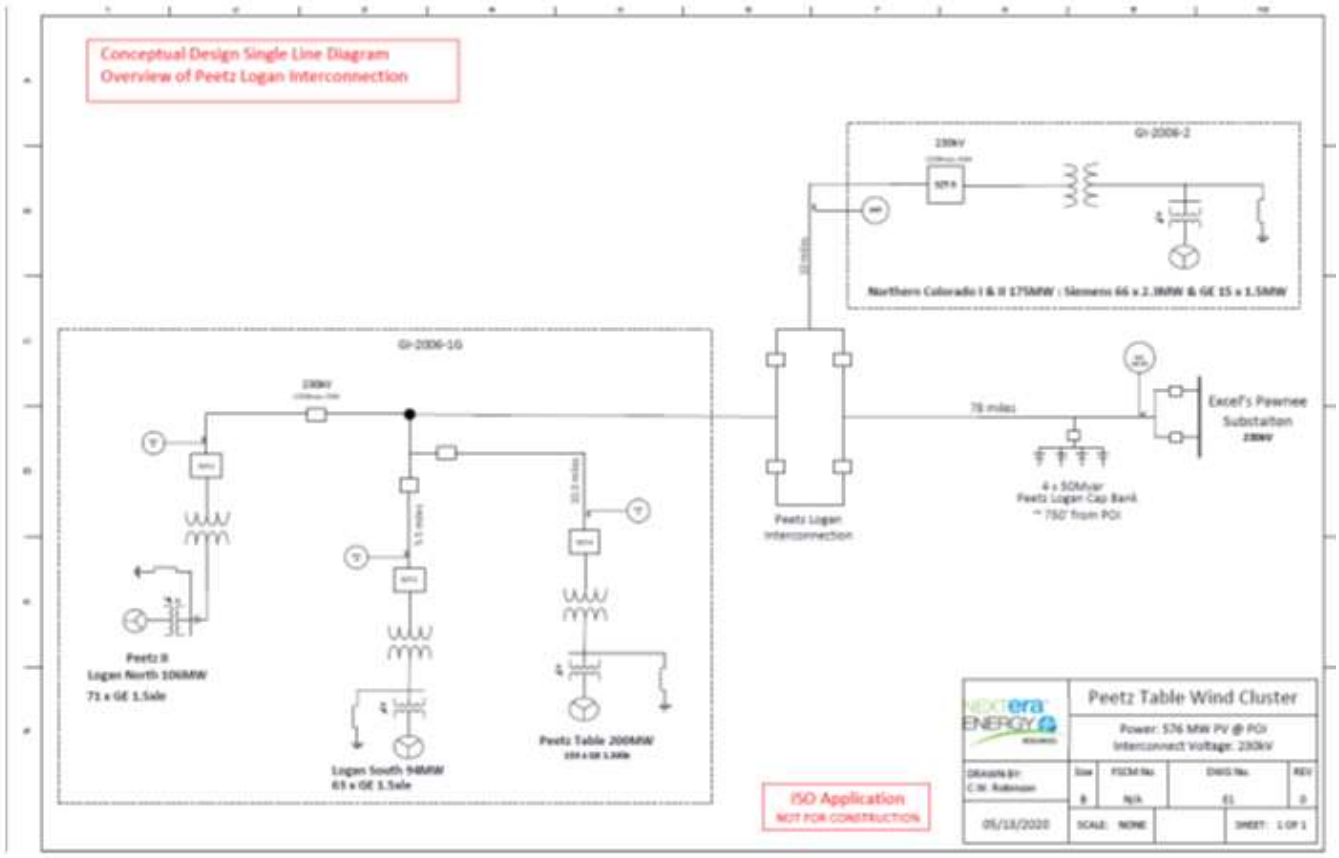


Figure 2: Peetz Table Wind Cluster Overview



Appendix D
To LGIA (Ref. GI-2006-1g)

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. The Commission will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. Interconnection Customer shall cause Generating Companies to comply with such recommendations and regulations. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E To LGIA
Commercial Operation Date

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

[Date]

Manager, Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401

Re: **GI-2006-1G** Large Generating Facility

Dear _____:

On **[Date] [XXXX]** has completed Trial Operation of its Project **referenced in that certain Standard Large Generator Interconnection Agreement (LGIA) dated as of** ??????**, 2006, by and between Peetz Logan Interconnect, LLC and Public Service Company of Colorado.** This letter confirms that **[XXX]** commenced Commercial Operation of **such** [Project, effective as of **[Date]**.

Thank you.

[Signature]
[Interconnection Customer Representative]

By: _____

Title: _____
_____
_____

Date: _____

Appendix F To LGIA
Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Peetz Logan Interconnect, LLC
c/o NextEra Energy Resources, LLC
Attention: West Business Management
700 Universe Boulevard
Juno Beach, FL 33408
Telephone: 561-304-5641
Email: DL-NEXTERA-WEST-INTERNATIONAL-REGION@fpl.com

Generating Companies

Kevin Smith
Logan Wind Energy LLC
One South Wacker Drive, Suite 2020
Chicago, IL 60606

Peetz Logan Interconnect, LLC
c/o NextEra Energy Resources, LLC
Attention: West Business Management
700 Universe Boulevard
Juno Beach, FL 33408
Telephone: 561-304-5641
Email: DL-NEXTERA-WEST-INTERNATIONAL-REGION@fpl.com

Billings and Payments:

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Peetz Logan Interconnect, LLC
c/o NextEra Energy Resources, LLC
Attention: West Business Management
700 Universe Boulevard
Juno Beach, FL 33408
Telephone: 561-304-5641
Email: DL-NEXTERA-WEST-INTERNATIONAL-REGION@fpl.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 LGIA continue to apply to wind generating plant interconnections. Interconnection Customer shall cause the Generating Companies to comply with all such interconnection requirements.

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. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind
generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

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 at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or “GSU”), 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.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

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, etc.) 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.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the 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)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, 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 the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the 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 the Transmission Provider to protect system reliability. The Transmission Provider and the wind plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

SMALL GENERATOR
INTERCONNECTION AGREEMENT (SGIA)

(For Generating Facilities No Larger Than 20 MW)

between

Public Service Company of Colorado

and

United States Department of Energy

for

NREL/NWTC Wind and Solar Generation Project

Version 0.0.0

Dated: 4/14/2017

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

This Interconnection Agreement ("Agreement") is made and entered into this 14th day of April, 2017, by Public Service Company of Colorado, ("Transmission Provider"), and the United States Department of Energy, acting through its Golden Field Office (GFO), ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Transmission Provider Information

Transmission Provider: Public Service Company of Colorado
Attention: Manager, Transmission Business Relations
Address: 414 Nicollet Mall
City: Minneapolis, State: MN Zip: 55401
Phone: 612-330-6773

Interconnection Customer Information

Interconnection Customer: U.S. DOE / GFO
Attention: Gary D. Burch, P.E.
Address: 15013 Denver West Parkway
City: Golden, State: CO Zip: 80401
Phone: 720-356-1452

Interconnection Customer Application No: GI-2013-4

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. 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, 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 or 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.

1.6 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 system operator 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 [Reserved][Reserved]

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.

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. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 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 other 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's cost responsibility for the Transmission Provider's Interconnection Facilities Itemized in Attachment 2 is subject to a maximum ceiling of **$2,000,000**. The Interconnection Customer and the Transmission Provider shall mutually agree, in good faith, to renegotiate this ceiling as required by future changes in circumstances.

4.1.3 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 [Reserved]

5.2 [Reserved]

5.2.1 [Reserved]

5.2.1.1 [Reserved]

5.2.1.2 [Reserved]

5.3 [Reserved]

5.4 [Reserved]

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) request 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 [Reserved]

6.3.1 [Reserved]

6.3.2 [Reserved]

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

7.1 [Reserved]

7.1.1 [Reserved]

7.1.2 [Reserved]

7.1.3 [Reserved]

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 or applicable law.

7.3 [Reserved]

7.3.1 [Reserved]

7.3.2 [Reserved]

7.3.3 [Reserved]

7.3.4 [Reserved]

7.3.5 [Reserved]

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 cause its managing and operating contractor for the National Renewable Energy Laboratory, National Wind Technology Center, to, maintain in force general liability insurance without 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's management and operating contractor shall obtain additional insurance only if necessary as a function of operating a generating facility at a federal site. 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

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other Party to this Agreement when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 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.

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, either Party may 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 neither Party elects 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
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Colorado (where the Point of Interconnection is located) and Federal law, as applicable.

12.2 Amendment
The Parties may amend this Agreement by a written instrument duly executed by both Parties.

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 Multiple Counterparts

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

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.

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 currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: U.S. DOE / GFO
Attention: Gary D. Burch, P.E.
Address: 15013 Denver West Parkway
City: Golden, State: CO Zip: 80401
Phone: 720-356-1452

If to the Transmission Provider:

Transmission Provider: Public Service Company of Colorado
Attention: Manager, Transmission Business Relations
Address: 414 Nicollet Mall
City: Minneapolis, State: MN Zip: 55401
Phone: 612-330-6773

13.2 Billing and Payment

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

Interconnection Customer: U.S. DOE / GFO
Attention: Steven L. Scott
Address: 15013 Denver West Parkway
City: Golden State: CO Zip: 80401

Transmission Provider: Public Service Company of Colorado
Attention: Transmission Account Representative
Address: 18201 W 10th Avenue
City: Golden State: CO Zip: 80401

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, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: U.S. DOE / GFO
Attention: Gary D. Burch, P.E.
Address: 15013 Denver West Parkway
City: Golden, State: CO Zip: 80401
Phone: 720-356-1452

If to the Transmission Provider:

Transmission Provider: Public Service Company of Colorado
Attention: Transmission Account Representative
Address: 18201 W 10th Avenue
City: Golden State: CO Zip: 80401
Phone: 303-273-4726
Email: Jennifer.L.Bass@xcelenergy.com

13.4 Designated Operating Representative

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: U.S. DOE / GFO
Attention: Gary D. Burch, P.E.
Address: 15013 Denver West Parkway
City: Golden State: CO Zip: 80401
Phone: 720-356-1452

Transmission Provider's Operating Representative:

Transmission Provider: Public Service Company of Colorado
Attention: Control Center Manager
Address: 18201 W. 10th Avenue
City: Golden State: CO Zip: 80401
Phone: 303-273-4797 Fax: 303-273-4840
Email: Robert.Staton@xcelenergy.com

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.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Transmission Provider

Name: /s/ Teresa M. Mogensen
Teresa M. Mogensen
Title: Senior Vice President, Transmission
Xcel Energy Services, Inc.
Authorized Agent for
Public Service Company of Colorado

Date: 4/14/2017

For the Interconnection Customer

Name: /s/ Steven L. Scott Date: 4/5/2017
Steven L. Scott

Title: Contracting Officer
U.S. Department of Energy, Golden Field Office

Name: /s/ Derek G. Passarelli Date 4/5/2017
Derek G. Passarelli

Title: Director
U.S. Department of Energy, Golden Field Office

Concurrence:

Name: /s/Bobi Garrett Date: 05 April 2017
Bobi Garrett

Title: Deputy Laboratory Director, Operations
National Renewable Energy Laboratory
Alliance for Sustainable Energy, LLC

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 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.

Small Generating Facility

The project maximum is a 19.9 MW hybrid wind/solar/energy storage generating facility with changing generation sources in Jefferson County, Colorado. The hybrid facility will be located approximately two miles from the Plainview Substation and connected to the POI using a 115kV line.

A. Interconnection Facilities

Pursuant to Article 4, Interconnection Customer shall bear cost responsibility for the Interconnection Facilities identified in parts a and b below. Interconnection Provider shall bear cost responsibility for the Interconnection Facilities identified in part c.

a. Interconnection Customer Owned; Interconnection Customer Funded Interconnection Facilities

Interconnection Customer and the managing and operating contractor for the National Renewable Energy Laboratory ("NREL") own and operate (respectively) the National Wind Technology Center (NWTC) primarily as an R&D site to assist commercial developers in testing components and systems used by the Wind Industry. The NWTC is also used to test other energy sources such as battery storage, and it hosts on federal land a commercial PV generating facility owned by a private third-party. The site is located adjacent to Highway 93 in northern Jefferson County.

Interconnection Customer and the managing and operating contractor for NREL will construct a substation on the SW corner of the current NREL / NWTC site, with an expected capacity of 20 – 30 MVA. This substation will be owned by Interconnection Customer and operated by the managing and operating contractor for NREL. The sub will operate at 115 kV on the high side and 13.2 / 34.5 kV on the low side. Interconnection Customer and the managing and operating contractor for NREL will also construct a 115-kV transmission line from the Interconnection Customer's new sub on the NREL / NWTC site south to PSCo's new sub in proximity to their existing transmission line as it crosses Highway 93. This transmission line will be owned by Interconnection Customer and operated / maintained by the managing and operating contractor for NREL. PSCo's new sub is expected to be on the East side of Highway 93, and the Interconnection Customer's new transmission line from the NREL / NWTC site will enter this new sub from the East.

b. PSCo Owned; Customer Funded Interconnection Facilities

Element	Description	Cost Est. (Millions)
PSCo's New NREL 115kV Transmission Substation	New NREL interconnection substation will tap the Eldorado-Plainview 115kV transmission line. The new equipment includes: • One 115kV gang switch • Three 115V combination CT/PT metering units • Three 115kV lightning arresters • One relay panel • One 115kV metering unit • Associated bus, wiring and equipment • Associated foundations and structures • Associated transmission line communications, relaying and testing	**$0.737**
	Transmission line tap into substation. Structure, conductor, hardware and installation labor.	**$0.562**
	Last span in to new PSCo NREL Substation, between Point of Change of Ownership and Point of Interconnection within the new NREL Transmission Substation	**$0.281**
	Total Cost Estimate for PSCo-Owned, Customer-Funded Interconnection Facilities	**$1.580**
Time Frame	Design, permit, procure and construct	**45 Months**

c. PSCo Owned; PSCo Funded Interconnection Facilities

Element	Description	Cost Est. (Millions)
PSCo's New NREL 115kV Transmission Substation	New NREL interconnection substation will tap the Eldorado-Plainview 115kV transmission line. The new equipment includes: • Three 115kV circuit breakers • Eight 115kV gang switches • Six 115kV CCVT's • Two 115kV SSVT's (station service) • Associated communications, supervisory and SCADA equipment • Associated line relaying and testing • Associated bus, miscellaneous electrical equipment, cabling and wiring • Associated foundations and structures • Associated road and site development, fencing and grounding	**$4.222**
	Siting and Land Rights support for substation land acquisition and construction.	**$2.086**
	Total Cost Estimate for PSCo-Owned, PSCo-Funded Interconnection Facilities	**$6.308**
Time Frame	Design, permit, procure and construct	**45 Months**

B. Network Upgrades

PSCo has elected to fund the Network Upgrades.

a. PSCo Owned; PSCo Funded Network Upgrades for Delivery

Element	Description	Cost Est. (Millions)
PSCo's Eldorado 115kV Substation	Upgrades to relaying and communication equipment at Eldorado substation.	**$0.200**
PSCo's Ridge 115kV Substation	Upgrades to relaying and communication equipment at Ridge substation.	**$0.200**
	Total Cost Estimate for PSCo Network Upgrades for Delivery	**$0.400**
Time Frame	Design, permit, procure and construct	**45 months**
	Total Project Estimate	**$8.288**

Cost Estimate Assumptions

- Appropriation level cost estimates for Interconnection Facilities and Network/Infrastructure Upgrades for Delivery (+/- 20% accuracy) were developed by PSCo Engineering.
- Estimates are based on 2016 dollars (appropriate contingency and escalation applied).
- AFUDC has been excluded.
- Engineering and Design will be completed by PSCo.
- Lead times for materials were considered for the schedule.
- The Hybrid Generation Facility is in PSCo's retail service territory.
- PSCo (or its Contractor) crews will perform all construction, wiring, testing and commissioning for PSCo owned and maintained facilities.
- Construction labor is estimated for straight time only – no overtime included.
- The estimated time to design, procure and construct the interconnection facilities is approximately 9 months after authorization to proceed has been obtained.
- This project is completely independent of other queued projects and their respective ISD's.
- A CPCN will be required for the interconnection facilities construction. It is expected that the CPCN will require 3 months to file and 9 months to be approved.
- Line and substation bus outages will be authorized during the construction period to meet requested backfeed dates.
- The Customer will be required to (modify) design, procure, install, own, operate and maintain a Load Frequency/Automated Generation Control (LF/AGC) RTU at their Customer Substation. PSCo will need indications, readings and data from the LFAGC RTU.
- Customer will have available OPGW fiber into substation as part of the transmission line construction scope.
- PSCo will not initiate any land acquisition activities until CPCN approval is obtained. Breaker duty study determined that no breaker replacements are needed in neighboring substations.
- The Customer is currently interconnected and backfed through a distribution feeder.
- All milestone dates are subject to change due to the impacts of the approval of the Purchased Power Agreement.

Attachment 3

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

Figure 1: Network Diagram with Proposed POI at New NREL Substation

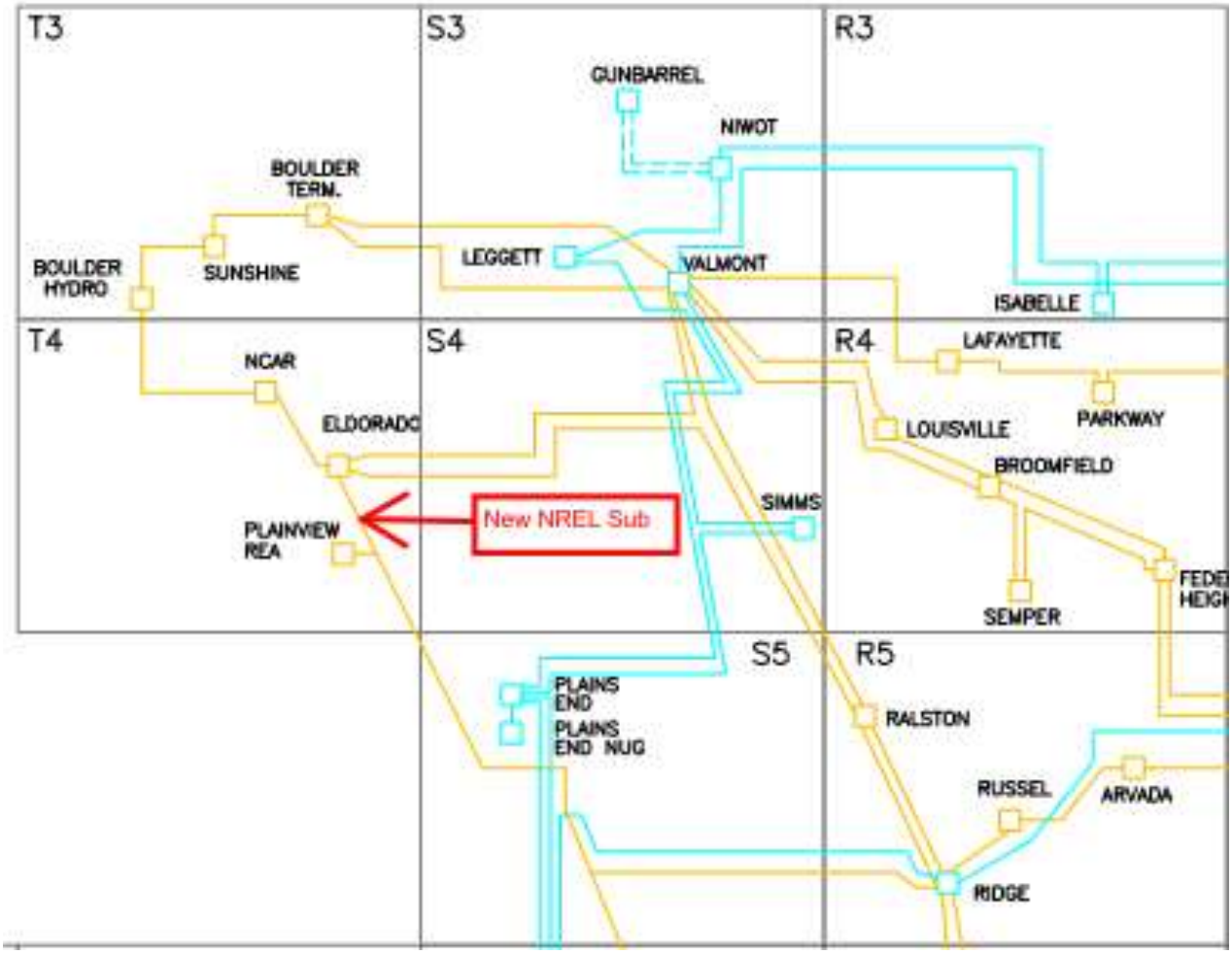


Figure 2: New 115kV NREL Substation Operating Diagram (Continued on Figure 3)

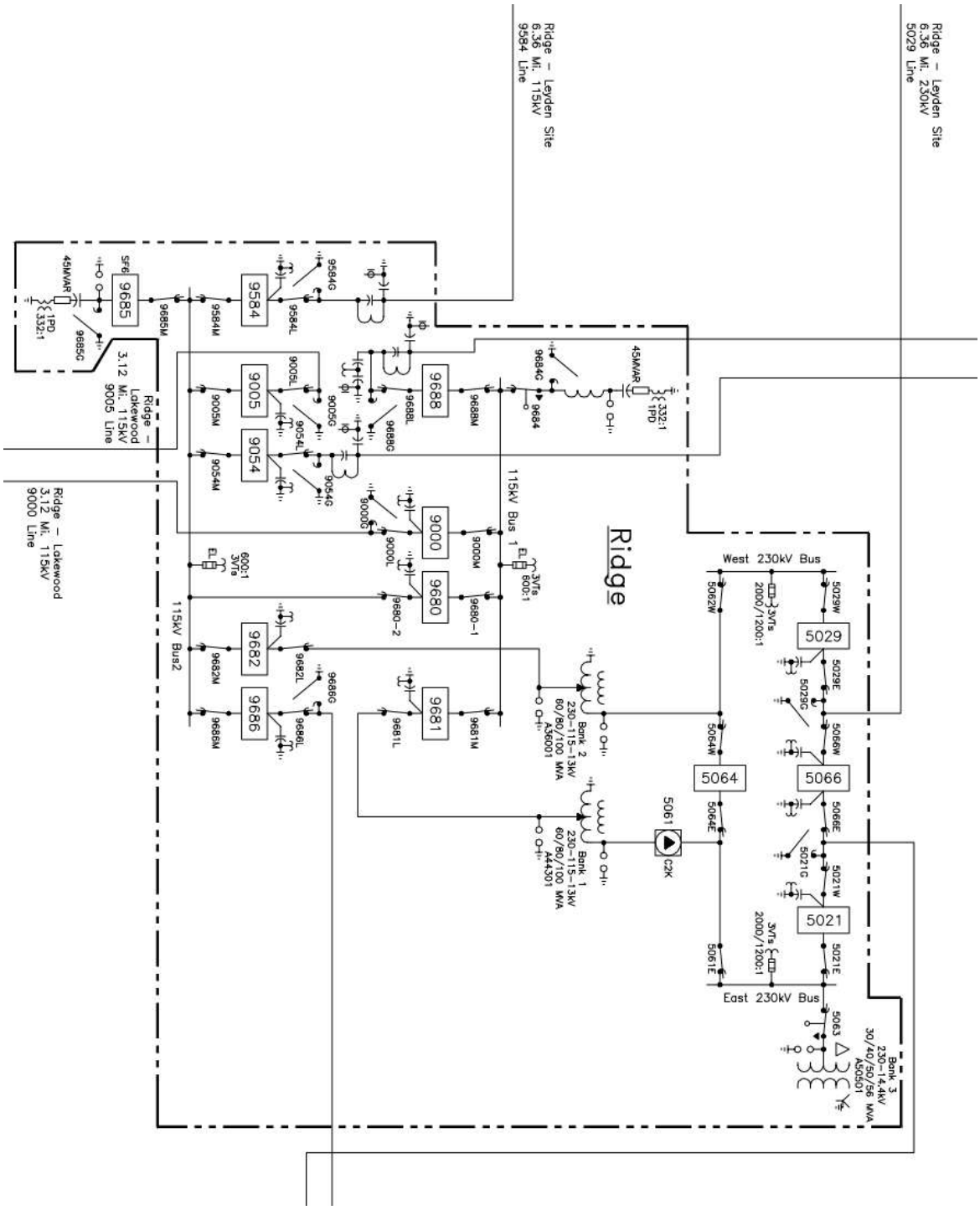


Figure 3: New 115kV NREL Substation Operating Diagram (Continued on Figure 2)

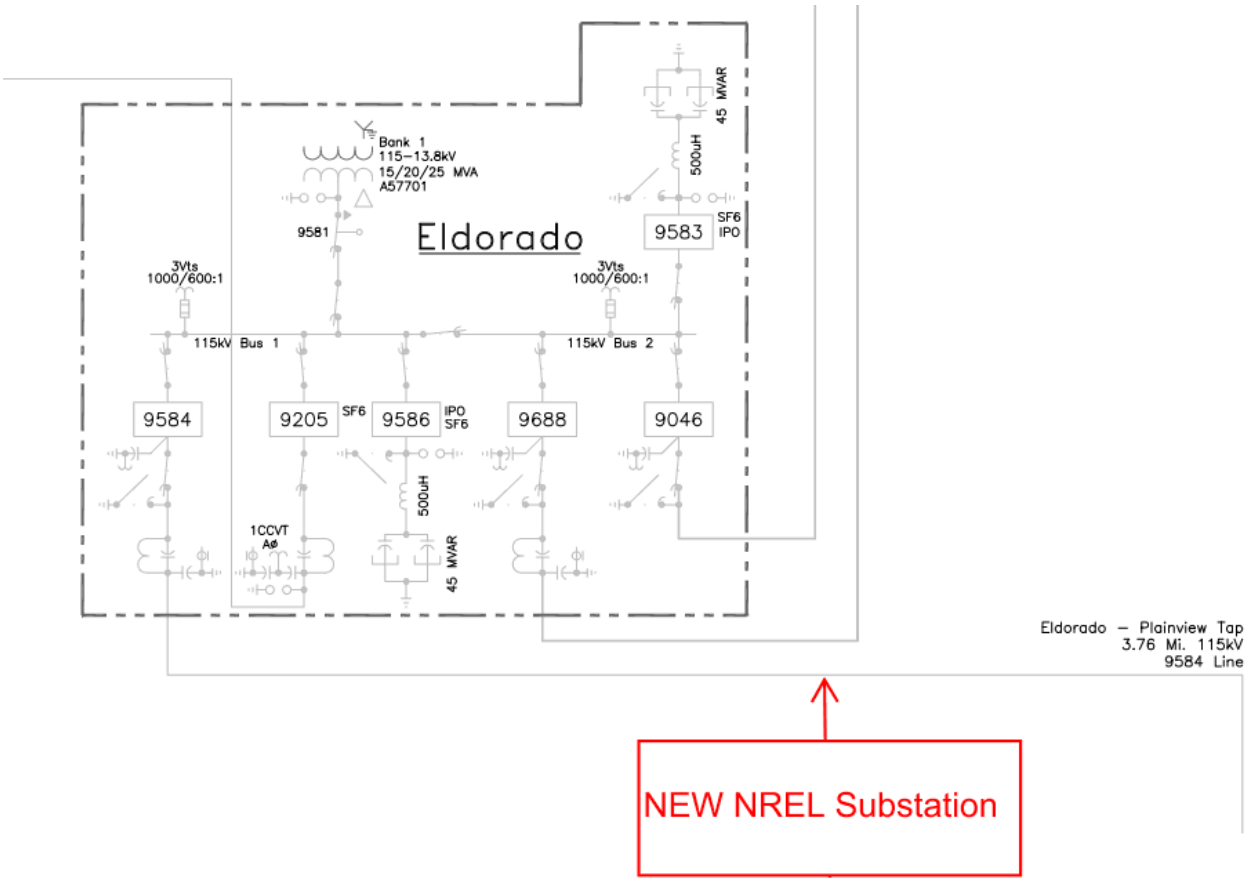
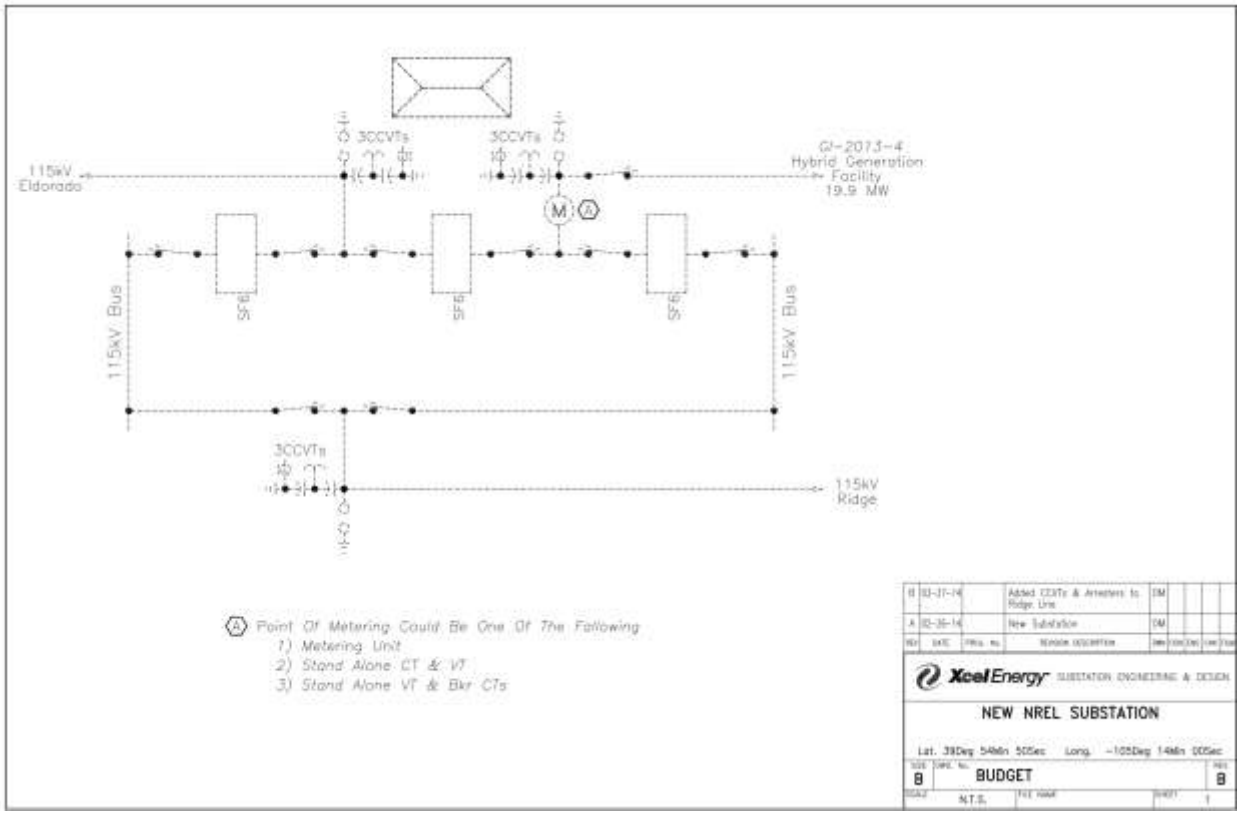


Figure 4: New 115kV NREL Substation Budget One-Line Diagram



Attachment 4

Milestones

Backfeed Date: June 30, 2020

Critical milestones and responsibility as agreed to by the Parties:

Milestone/Date	Responsible Party
(1) March 1, 2017 – Execute Final SGIA	Interconnection Customer and Transmission Provider
(2)March 15, 2017 – Cash Deposit of $1,580,000	Interconnection Customer
(3) May 1, 2017 – Kick-off/Prepare CPCN	Transmission Provider
(4) July 1, 2017 – Initial Project Kick-off Meeting	Interconnection Customer and Transmission Provider
(5) July 31, 2017 – Submit CPCN Application for review and ruling	Transmission Provider
(6) September 15, 2019 – Site Acquisition and Permitting Complete	Transmission Provider
(7) October 31, 2019 – Begin Construction	Transmission Provider
(8) June 30, 2020 – Backfeed Provided to Customer - Begin Operational Testing	Interconnection Customer and Transmission Provider
(9) August 30, 2020 – Completion of Operational Testing	Interconnection Customer and Transmission Provider
(10) September 1, 2020 – New NREL 115kV Substation in Service - COD	Transmission Provider
(11) November 30, 2020 – Final Accounting and Payment Complete	Interconnection Customer and Transmission Provider

Agreed to by:

For the Transmission Provider /s/ Teresa M. Mogensen Date 4/14/2017

For the Transmission Owner (If Applicable) /s/ Teresa M. Mogensen Date 4/14/2017

For the Interconnection Customer /s/ Steven L Scott Date 4/5/2017
Steven L. Scott, USDOE / GFO CO

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.

Point of Interconnection: The Point of Interconnection (POI) is the line side of the metering units.

The Point of Change of Ownership: The Point of Ownership is that point at which the Transmission Provider's slack span into PSCo's substation connects to the Interconnection Customer's transmission line dead-end structure located outside the PSCo substation fence.

Interconnection Facilities; See Attachment 2 for details regarding the facilities required for interconnecting the Small Generating Facility with the Transmission Provider's network.

Interconnection Guidelines: The Interconnection Customer will comply with the Transmission Provider's Interconnection Guidelines For Transmission Interconnected Producer-Owned Generation 20 MW or Less as amended from time to time, and available at http://www.xcelenergy.com/sitecollectiondocuments/docs/corpcomm/transmissioninterconnectionguidelinesless20mw.pdf

Communication: Customer shall provide Transmission Provider with a 24/7 telephone number for NREL's South Table Mountain campus through which access to off-site technical personnel will be available on a 24 hour basis. In addition, Customer will provide Transmission Provider with the ability to de-energize Customer's sub-station as required, in an emergency situation. The Small Generating Facility Operator shall have sufficient training and authority to operate the plant independently, and as directed by the Transmission Provider's System Operator to maintain transmission system reliability.

NERC Reliability Standards Compliance: Customer shall be the Generation Owner (GO) and Generation Operator (GOP) for purposes of compliance with NERC and WECC mandatory reliability standards. Customer shall be solely responsible for compliance with such GO and GOP standards for the Small Generation Facility, if applicable.

Testing Procedures

NREL HYBRID GENERATION, 19.9 MW

*NOTE** Performance test period begins upon 1) successful commissioning of all turbines and other major electrical equipment to be connected to the Point of Interconnection, 2) SCADA in place, with all points available and active, and 3) Notification to PSCo by owner of readiness to start. 4) Ring-down telephone from Lookout to Generator Operation Center in place to be used for test communications. Test Period ends upon successful completion of all tests.*

Requirement	Specific Req.	Test	Pass	Conditions
Power Factor verification at Point of Interconnection (POI) (If applicable)	Prove power factor limits at various levels (If applicable)	Maximum leading and lagging reactive power capability at the POI (If applicable)	Variability recorded and noted (If applicable)	Full lag & lead PF at 50% of rated output and higher levels conditional upon reasource availability. (If applicable)
Var Setpoint at POI	Maintain VAR setpoint at zero output	Maintian VAR neurtality at the POI.	VAR output is held within +/- 1MVAR at the POI.	0 MW output, all turbines off, 2+ hours, not curtailed to achieve zero.
	Maintain VAR setpoint at near full output	Maintian VAR neurtality at the POI.	VAR output is held within +/- 1MVAR at the POI.	>5 MW at start of test period (may drop below during test), 6+ hours duration
Communication	Responsiveness	Series of reasonable requests, e.g., "report maximum available MW", " curtail to 0 MW".	Professional, prompt (within one minute) response, accurate and complete. 100% compliance for one week.	0-10 MW, dependent on resource availability.
	Physical link	Documented dedicated circuit, Lookout-wind op center	Documentation submitted prior to operational testing.	no operational requirement
		Provide EMS/SCADA points from plant to Lookout	Verified receipt of points via EMS including MW/MVAR output at POI and other relevant data.	no operational requirement
		Respond to EMS dispatch signals with output changes (If applicable)	Demonstrate down and up response to AGC signal at POI (If applicable)	>5 MW maximum available generation throughout test (If applicable)

Note: At the time of initial testing after increasing the NWTC generation maximum to 19.9 MW, there will only be about 11 MW of nameplate generation at the site. The ability to operate the site at >10MW at this time will depend on availability of all generation sources and the wind. This cannot be guaranteed, given these two limitations.

Proposed Effective Date: 6/14/2017
Approved Effective Date: 6/14/2017

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.

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)

between

Public Service Company of Colorado,
a Colorado Corporation and wholly-owned subsidiary of
Xcel Energy Inc.

and

Public Service Company of Colorado – Energy Supply

for the

Rush Creek
600 MW Wind Generation Project

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STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement" or "LGIA") is made and entered into this 15th day of August, 2017, by and between Public Service Company of Colorado – Energy Supply ("Interconnection Customer" with a Large Generating Facility), and Public Service Company of Colorado – Transmission Function ("Transmission Provider"). Public Service Company of Colorado is a Colorado Corporation and wholly-owned subsidiary of Xcel Energy, Inc. Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, Transmission Provider operates the Transmission System; and

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

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

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

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

Article 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

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

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

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

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

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

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

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

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

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

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

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

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

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, 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, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic

pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

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

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

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

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

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

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

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures.

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

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

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

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures.

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

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

IRS shall mean the Internal Revenue Service.

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

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

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the Standard Large Generator

Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

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

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

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

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

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

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

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

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

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

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

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

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer 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.

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

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

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

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

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

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

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

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission 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.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This LGIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this LGIA 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 LGIA shall remain in effect for a period of twenty five (25) years from the Effective Date or such other longer period as Interconnection Customer may request (Term to be specified in individual agreements) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. Either Party may terminate this LGIA 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 LGIA, which notice has been accepted for filing by FERC.

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

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

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

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

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

2.5 **Disconnection**. Upon termination of this LGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the 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 LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

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

Article 3. Regulatory Filings

3.1 **Filing**. Transmission Provider shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this LGIA, or any amendment thereto, Interconnection Customer 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:

4.1.1 Energy Resource Interconnection Service. [NOT SELECTED]

4.1.1.1 The Product. Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large 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 Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

4.1.1.2 Transmission Delivery Service Implications. Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large 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 Transmission Provider's 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 Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System 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 Upgrades.

4.1.2 Network Resource Interconnection Service. [SELECTED]

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Attachment A to this LGIA.

4.1.2.2 Transmission Delivery Service Implications. Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large 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 an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, 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.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular

load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's 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 Interconnection Customer's Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within Transmission Provider's 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 Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. 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 Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

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

4.3 Performance Standards. Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is a Transmission

Provider or Transmission Owner, then that Party shall amend the LGIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service. The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's 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 LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

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

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

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

If Transmission Provider subsequently fails to complete Transmission Provider'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 Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

5.1.3 **Option to Build**. If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, 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 Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

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

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

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

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

engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.10.2 Transmission Provider's Review. Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF.

Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, 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.

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 "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Interconnection Customer shall provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Provider's Interconnection Facilities Construction. Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities [include appropriate drawings and relay diagrams]. Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

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

procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network 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 Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

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

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

equipment or labor contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

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

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 Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

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

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

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider.

Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider

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

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

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA (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 Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider'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 Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request. Transmission Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and Transmission Provider retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Provider, calculated

using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

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

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

5.17.8 **Refund**. In the event that (a) a private letter ruling is issued to Transmission Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Provider in good faith that any amount paid or the value of any property transferred by Interconnection

Customer to Transmission Provider under the terms of this LGIA is not taxable to Transmission Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Provider are not subject to federal income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Provider pursuant to this LGIA, Transmission Provider shall promptly refund to Interconnection Customer the following:

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

(ii) interest on any amount paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Interconnection Facilities. The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities 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 Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this LGIA. Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's

documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider.

5.17.10 Transmission Owners Who Are Not Transmission Providers. If Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this LGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of Transmission Provider under this Article 5.17 of this LGIA.

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

5.19 Modification.

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

In the case of Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, 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 System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such

Interconnection Customer modification and a good faith estimate of the costs thereof.

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

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

Article 6. Testing and Inspection

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

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

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

6.4 **Right to Inspect**. Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review

the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

Article 7. Metering

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

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 Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, 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 or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

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

7.4 **Testing of Metering Equipment**. Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission

Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment

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 one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

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

8.2 Remote Terminal Unit. Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by 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 Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the

attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

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

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, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model, and year of all wind turbines and meteorological instrumentation, latitude, longitude and hub height at every wind turbine and meteorological tower, real-time data including turbine generation (kW), wind speed (mph), turbine availability, wind direction (in degrees relative to true north), temperature (Celsius and F), pressure (mb), air density and turbine manufacturer power curve. The information provided shall be refreshed in approximately four-ten (4-10) second intervals with regard to its generation of Renewable Energy at the Facility.

The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model and year of all panels, inverters and meteorological instrumentation, latitude and longitude of the center of the solar panels for every inverter and every meteorological tower, real-time data including inverter generation (kW), inverter availability, direct normal solar insolation (solar intensity), temperature, barometric pressure, wind speed (mph), wind direction (degrees relative to true north) and solar panel manufacturer power curve. The information provided shall be refreshed as frequently as allowed by the SCADA System, not to exceed sixty (60) second intervals.

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. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

Article 9. Operations

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

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

9.3 **Transmission Provider Obligations**. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this LGIA and Transmission Provider'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 Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. Interconnection Customer shall operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA.

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

9.6 **Reactive Power**.

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

9.6.2 **Voltage Schedules**. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area 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) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

9.6.2.1 **Governors and Regulators**. Whenever the Large Generating Facility is operated in parallel with the Transmission System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its speed governors and voltage regulators in automatic operation. If the Large Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power. Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility when Transmission Provider requests Interconnection Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9.7 Outages and Interruptions.

9.7.1 Outages.

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

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

compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

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

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, 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 System;

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 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 Large Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with 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 and over-frequency conditions, in accordance with Good Utility Practice

9.7.4 System Protection and Other Control Requirements.

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

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

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

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure

schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

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

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

9.7.5 **Requirements for Protection**. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Large Generating Facility.

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

9.8 **Switching and Tagging Rules**. Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The

Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

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

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

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Provider's 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 Provider Obligations. Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

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

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

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

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

Article 11. Performance Obligation.

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

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

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

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment, equal to the

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

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

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

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

11.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited

to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Large Generating Facility.

11.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider 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 costs for constructing, procuring and installing the applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes

In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, 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.

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

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

11.6 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice.

12.1 General. Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, 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 months after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice

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

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

Article 13. Emergencies

13.1 Definition. "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of 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, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or Interconnection Customer's Interconnection Facilities' System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.

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

13.3 Notice. Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

13.5.1 General. Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition

in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

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

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

Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements. Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this LGIA 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 LGIA 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 LGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

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

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

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

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

Article 16. Force Majeure

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

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

Article 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 LGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar

Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

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

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

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

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

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

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal

defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

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

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

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

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

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages

to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

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

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

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

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

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

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

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

18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

Article 19. Assignment

19.1 Assignment. This LGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large 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 the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

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

Article 21. Comparability

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

Article 22. Confidentiality

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

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

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

receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 **Release of Confidential Information**. Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

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

22.1.5 **No Warranties**. By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

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

22.1.7 **Order of Disclosure**. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this LGIA.

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

22.1.8 **Termination of Agreement**. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 **Remedies**. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

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

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

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

Article 24. Information Requirements

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

24.2 Information Submission by Transmission Provider. The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the

following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

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

If Interconnection Customer's data is materially different from what was originally provided to 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 Transmission Provider Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

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

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

Subsequent to the Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair,

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

Article 25. Information Access and Audit Rights

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

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

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 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 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months

following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

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

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

Article 26. Subcontractors

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

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

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

Article 27. Disputes

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

claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

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

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

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

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or

states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

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

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

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

Article 29. Joint Operating Committee

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

29.1.1 Establish data requirements and operating record requirements.

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

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

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

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

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

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

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

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

preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

30.4 Entire Agreement. This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this LGIA.

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

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

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

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

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

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

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this LGIA 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 LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations

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

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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

Public Service Company of Colorado

By: /s/ David Eves

Printed Name: David Eves

Title: President, Public Service Company of Colorado

Date: August 15, 2017

PUBLIC SERVICE COMPANY OF COLORADO – ENERGY SUPPLY

By: /s/ Stephen J. Beuning

Printed Name: Stephen J. Beuning

Title: Director, Market Operations, Xcel Energy Services Inc. as Agent for Public Service Company of Colorado

Date: 7/10/17

Appendices to LGIA (Ref. GI-2016-3)

Appendix A	Interconnection Facilities, Network Upgrades and Distribution Upgrades
Appendix B	Milestones
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billing
Appendix G –	Interconnection Requirements for a Wind Generating Plant
Appendix 6.1 -	Interconnection Procedures for a Wind Generating Plant
Appendix H –	Testing Procedures

Appendix A to LGIA (Ref. GI-2016-3)

A. Description of Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

Interconnection Customer's Interconnection Facilities:

Interconnection Customer's Interconnection Facilities are defined as the 345 kV generator tie line and associated facilities owned and operated by Public Service Company of Colorado—Energy Supply to deliver electric energy generated by Public Service Company of Colorado—Energy Supply to Transmission Provider's transmission system at Transmission Provider's Missile Site 345 kV Substation. See Appendix C for details.

The Interconnection Customer is responsible to register their facility in accordance with any governing rules, including NERC's Rules of Procedure, and thereafter, to comply with the requirements applicable to the functions for which the Generator registers, unless otherwise agreed to and permitted by the NERC Rules of Procedure or other NERC guidance

(a) Transmission Provider's Interconnection Facilities:

Table 1: Interconnection Customer Funded Transmission Provider Interconnection Facilities

Element	Description	Cost Estimate (Millions)
Transmission Provider's Missile Site 345kV Transmission Substation	Interconnect Customer to the 345kV bus at the Missile Site Substation. • Transmission line tap from Interconnection Customer's last (dead-end) line structure outside of PSCo's switchyard to the new bay position (assumed 300' span, conductor, hardware and labor). • Associated electrical equipment, bus, wiring and grounding • Associated foundations and structures • Associated transmission line communications, fiber, relaying and testing	**$0.075**

	Total Cost Estimate for Interconnection Customer-Funded Transmission Provider Interconnection Facilities	**$0.075**
Time Frame	**Site, design, procure and construct**	**18 Months**

2. Network Upgrades Required for Interconnection:

(a) Stand Alone Network Upgrades Required for Interconnection:

- None

(b) Other Network Upgrades Required for Interconnection:

Table 2: Transmission Provider Funded Network Upgrades Required for Interconnection

Element	Description	Cost Estimate (Millions)
Transmission Provider's Missile Site 345kV Transmission Substation	Interconnect Customer to the bus at the Missile Site Substation. The new equipment includes: • Two (2) 345kV, 3000 amp circuit breakers • Four (4) 345kV, 3000 amp gang switches • Associated station controls, communications, supervisory and SCADA equipment • Associated electrical equipment, bus, wiring and grounding • Associated foundations and structures • Associated equipment and system testing	**$2.628**
	Total Cost Estimate for Transmission Provider Funded Network Upgrades Required for Interconnection	**$2.628**
Time Frame	**Site, design, procure and construct**	**18 months**

Table 3: Transmission Provider Funded Network Upgrades for Delivery

Element	Substation Cost (Millions)	Cost Est. (Millions)
Siting and Land Rights Permitting / Acquisition		**$8.81**
Substation Costs		**$55.68**
Pawnee Substation	$5.890	
Smoky Hill Substation	$9.585	
Daniels Park Substation	$9.250	
Harvest Mile Substation	$23.935	
Missile Site Substation	$7.020	
Transmission Line Costs		**$113.81**
Pawnee – Daniels Park		
Time Frame to site, design, procure and construct		**30 months**
Total Cost Estimate for PSCo Network Upgrades for Delivery		**$178.3**
Total Project Estimate		**$181.003**

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

- Owned by Interconnection Customer
- Designed, procured, constructed, and installed by Interconnection Customer
- Construction funded by Interconnection Customer
- Operated by Interconnection Customer
- Operation and Maintenance funded by Interconnection Customer

(b) Transmission Provider's Interconnection Facilities:

- Owned by Transmission Provider
- Designed, procured, constructed and installed by Transmission Provider in accordance with the Standard Option and the LGIA
- Construction funded by Interconnection Customer
- Operation and Maintenance funded by Interconnection Customer pursuant to Article 10.5 of this LGIA.
- Operated by Transmission Provider

2. Network Upgrades Required for Interconnection:

(a) Stand Alone Network Upgrades Required for Interconnection:

- None

(b) Other Network Upgrades Required for Interconnection:

- Owned by Transmission Provider
- Designed, procured, constructed, and installed by Transmission Provider
- Construction funded by Transmission Provider
- Operated by Transmission Provider
- Operation and Maintenance funded by Transmission Provider

C. Interconnection Customer Payment for Transmission Provider's Interconnection Facilities

Coincident with the delivery by Interconnection Customer to Transmission Provider of the written authorization to proceed with design and procurement of facilities, Interconnection Customer will submit to Transmission Provider a payment of $75,000 to cover the estimated costs of Transmission Provider's Interconnection Facilities. Upon completion of construction of Transmission Provider's Interconnection Facilities, Transmission Provider shall provide an invoice of the final cost of the modification of Transmission Provider's Interconnection Facilities pursuant to Section 12.2 of the LGIA. If total costs for the Transmission Provider's Interconnection Facilities are less than $75,000, the remaining balance of the account will be returned to Interconnection Customer by Transmission Provider without interest within thirty (30) calendar days of receipt of Transmission Provider's final invoice. If total costs are more than $75,000, Interconnection Customer will pay Transmission Provider the difference between the total costs set forth in the final invoice and $75,000 (without interest) within thirty (30) calendar days after receiving demand therefore.

Appendix B to LGIA (Ref. GI-2016-3)

MILESTONES

A. Interconnection Facilities Engineering, Procurement, And Construction Option

Interconnection Customer has selected the **Standard Option** for construction of the Interconnection Facilities under Article 5 of the LGIA.

B. Milestones

Action	Responsible Party	Estimated Completion Date
Provide written authorization to proceed with modification of Transmission Provider's Interconnection Facilities – Construction Authorization under Article 5.6.3	Interconnection Customer	7/5/2017
Cash deposit of $0.075 million for design & procurement of Transmission Provider Interconnection Facilities to be constructed by Transmission Provider	Interconnection Customer	7/15/2017
Interconnection Customer-Transmission Provider initial meeting to discuss pre-synchronization requirements	Interconnection Customer and Transmission Provider	6/1/18
In-Service Date for Transmission Provider Interconnection Facilities and Network Upgrades	Transmission Provider	8/1/18
In-Service Date & Energization of Interconnection Customer's Interconnection Facilities	Interconnection Customer	8/1/2018
Initial Synchronization Date	Interconnection Customer	8/1/2018
Interconnection Customer-Transmission Provider meeting to discuss Interconnection Agreement testing requirements	Interconnection Customer and Transmission Provider	7/1/2018
Begin trial operation & testing	Interconnection Customer & Transmission Provider	9/30/2018
Commercial Operation Date	Interconnection Customer	11/30/2018
Final accounting of costs incurred by Transmission Provider for construction of Transmission Provider Interconnection Facilities; refund overpayment, if any, of estimated costs	Transmission Provider	To be submitted within three months of completing construction of the Transmission Provider Interconnection Facilities and Network Upgrades

Appendix C to LGIA (Ref. GI-2016-3)

INTERCONNECTION DETAILS

Large Generating Facility:

The Rush Creek Wind Project is a 600 Megawatt ("MW") nameplate capacity wind generation facility located on two (2) proximate sites known as Rush Creek 1 (RC1) and Rush Creek 2 (RC2) totaling approximately 96,000 acres of land south of Limon, Colorado, and spanning Elbert, Lincoln, Cheyenne and Kit Carson counties. The overall facility will consist of 300 model 2.0 MW V110 Vestas wind turbines with a 600 MW combined nameplate capacity. The Rush Creek Wind Project covers two separate sites, each with its own collection substation, RC1 and RC2 which are separated by approximately 40 miles. It is anticipated that 190 wind turbines (380 MW) will be installed at RC1 and 110 wind turbines (220 MW) will be installed at RC2.

Interconnection Facilities. These wind turbines will be connected to their respective collection substation via underground 34.5 kV collection cable systems where the wind generation output will be stepped up to 345 kV using main step-up transformers. The generation output from both collection substations (RC1 and RC2) will be connected to a common 345kV Pronghorn switching station located adjacent to the RC1 collection substation. From the 345kV Pronghorn switching station, the combined 600 MW generation output will inject into the PSCo Transmission System at the Missile Site Substation through a new approximately 45 miles long 345 kV transmission line (i.e. – the generation intertie "Gen-Tie")

Point of Interconnection: The Point of Interconnection (POI) is the 345 kV bus within the PSCo Missile Site Substation as shown in the one line diagram in Appendix C.

The Point of Change of Ownership: The Point of Change of Ownership (POCO) is located at the 345kV transmission line ("Gen-Tie") transition (dead-end) structure of the Transmission Provider's Interconnection Facilities where the transmission line enters the 345 kV switchyard of the Missile Site Substation, as shown in the one line diagram in Appendix C.

Reactive Power and Dynamic Voltage Control Requirements.
Interconnection Customer's RC1 and RC2 aggregate wind generating facility shall be designed to operate within the entire power factor range of 0.95 leading (absorbing vars) to 0.95 lagging (delivering vars), as measured at the Missile Site POI. The reactive power (Mvar) capability corresponding to the above +/-0.95 power factor range shall be based on the 600 MW aggregate rated power output of the RC 1 and RC2 wind generating facility at the POI.

The RC1 and RC2 wind generating facility shall have dynamic voltage control capability that is used to maintain the voltage specified by the Transmission Operator (i.e. voltage schedule) at the POI within the limitation of 0.95 lag/lead power factor range, as long as the generating plant is on-line and producing power. If the RC1 and RC2 wind generating facility is operating at less than 10% of aggregate rated power output (that is, < 60 MW output) or is operating with all wind

turbine generators off-line (at 0 MW output), the wind generating facility will be allowed to maintain a 0≥ Mvar tolerance at the POI in lieu of maintaining the +/- 0.95 power factor range or the voltage schedule.

Transmission Provider's System Operations will require the Interconnection Customer to perform acceptance tests prior to commercial operation to verify that the reactive power capability of the RC1 and RC2 wind generating facility meets operational requirements (see Appendix H to LGIA). To facilitate this, the interconnection Customer shall provide a single point of contact to coordinate compliance with the 0.95 lag/lead power factor range standard and the voltage regulation/control capability at the POI.

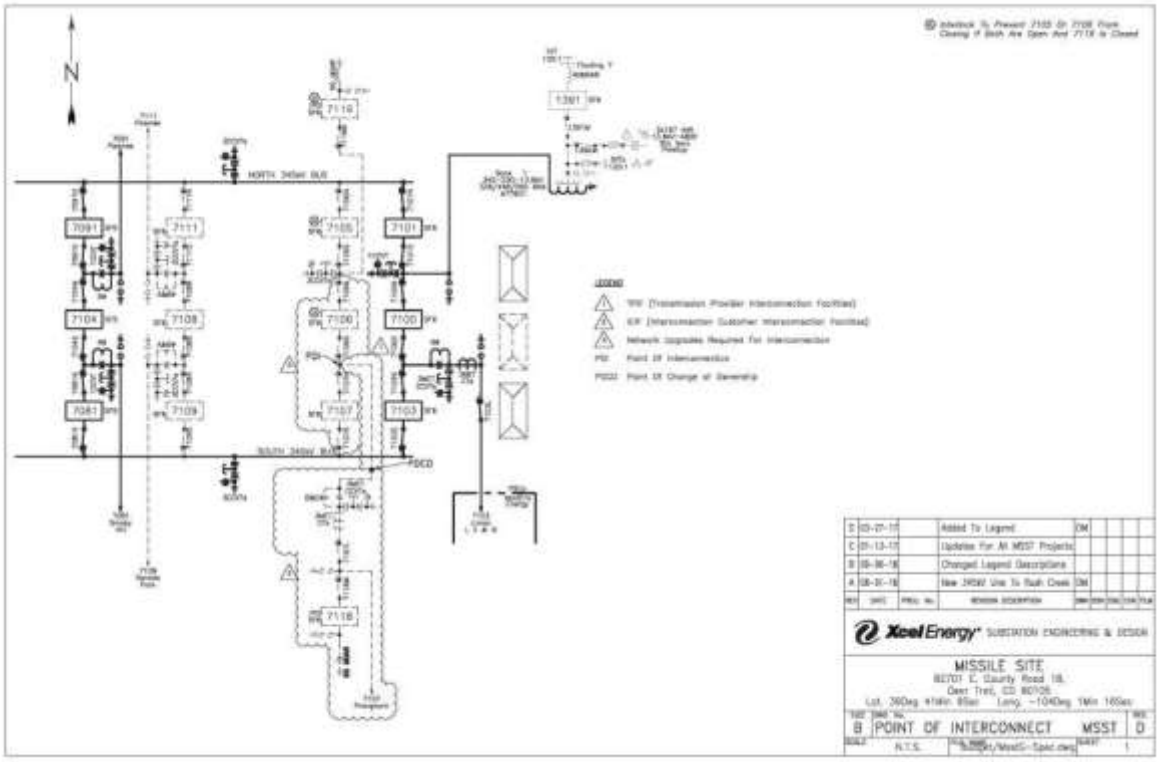
Interconnection Guidelines. The Interconnection Customer will comply with the Interconnection Guidelines For Transmission Interconnected Producer-Owned Generation Greater Than 20 MW, Version 9.0, and available at:

http://www.transmission.xcelenergy.com/staticfiles/microsites/Transmission/Files/PDF/Interconnection/Interconnections-POL-TransmissionInterconnectionGuidelineGreat20MW.pdf

In the event that a future revision of the Guidelines should introduce a new requirement not included in Version 9.0, that requirement shall not apply to this facility.

Communication. Customer will provide and maintain a dedicated, ring-down voice communication circuit between the Transmission Provider's Control Center (Lookout) and the Large Generating Facility Operator. The Large Generating Facility Operator is a 24/7 operator with full visibility and control of the entire Large Generating Facility. The Large Generating Facility Operator will have sufficient training and authority to operate the plant independently, and as directed by the Transmission Provider's System Operator to maintain transmission system reliability.

A. Project One-Line of the Point of Interconnection



Appendix D to LGIA (Ref. GI-2016-3)

Security Arrangements Details

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

Appendix E to LGIA (Ref. GI-2016-3)

COMMERCIAL OPERATION DATE

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

[Date]

Transmission Account Representative
Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402

Re: **GI-2016-3** Large Generating Facility

Dear _____:

On [Date] [XXXX] has completed Trial Operation of the Generating Facility referenced in that certain Standard Large Generator Interconnection Agreement (LGIA) dated as of XXXX, 20XX, by and between Public Service Company of Colorado – Energy Supply and Public Service Company of Colorado - Transmission. This letter confirms that [XXXX] commenced Commercial Operation of such Generating Facility effective as of [Date].

Thank you.

[Signature]
[Interconnection Customer Representative]

By: _____

Title: _____
_____
_____

Date: _____

Appendix F to LGIA (Ref. GI-2016-3)

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

Manager, Transmission Business Relations
612-330-6773 or 612-328-8226 ext. 0

Interconnection Customer:

Randy Bachmeier
Operations Manager
1901 East Horsetooth Road
Fort Collins, CO 80525
Phone: 970-225-7801

Operation Issues:
Transmission Provider:
Manager, System Operations
303-273-4797

Interconnection Customer:

Randy Bachmeier
Operations Manager
1901 East Horsetooth Road
Fort Collins, CO 80525
Phone: 970-225-7801

Billings and Payments:

Transmission Provider:

Transmission Account Representative
Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402
Phone: (303) 273-4679

Interconnection Customer:
Randy Bachmeier
Operations Manager
1901 East Horsetooth Road
Fort Collins, CO 80525
Phone: 970-225-7801

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 LGIA 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. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind

generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

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 at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), 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.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

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, etc.) 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.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the 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 executed a Facilities Study Agreement 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 LGIA (Order No. 827).[2] A wind generating plant to which this provision applies shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, 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 the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

[2] If identified in the System Impact Study as necessary to ensure safety or reliability, existing Generating Facilities being upgraded that require a new interconnection request are subject to this reactive power requirement.

iii. Supervisory Control and Data Acquisition (SCADA) Capability

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

APPENDIX 6.1

INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT

Appendix G sets forth procedures specific to a wind generating plant. All other requirements of this LGIP continue to apply to wind generating plant interconnections.

A. Special Procedures Applicable to Wind Generators

The wind plant Interconnection Customer, in completing the Interconnection Request required by section 3.3 of this LGIP, may provide to the Transmission Provider a set of preliminary electrical design specifications depicting the wind plant as a single equivalent generator. Upon satisfying these and other applicable Interconnection Request conditions, the wind plant may enter the queue and receive the base case data as provided for in this LGIP.

No later than six months after submitting an Interconnection Request completed in this manner, the wind plant Interconnection Customer must submit completed detailed electrical design specifications and other data (including collector system layout data) needed to allow the Transmission Provider to complete the System Impact Study.

Appendix H to LGIA (Ref. GI-2016-3)

TESTING PROCEDURES

Rush Creek 600 MW Wind				
*NOTE** Performance test period begins upon 1) successful commissioning of all generation equipment and other major electrical equipment to be connected to the Point of Interconnection, 2) SCADA in place, with all points available and active, and 3) Notification to PSCo by owner of readiness to start. 4) Ring-down telephone from Lookout to Generator Operation Center in place to be used for test communications. Test Period ends upon successful completion of all tests.*				
Requirement	**Specific Req.**	**Test**	**Pass**	**Conditions**
Power Factor control at Point of Interconnection (POI), which is the Missile Site 345kV Bus.	Prove power factor control and limits at various levels.	Maximum leading and lagging reactive power capability at the POI Unity power factor at POI (within ±2 MVARs on average). The facility shall operate in reactive control mode for this test.	Variability recorded and noted Exceeding Power Factor ratings of 0.95 shall be considered acceptable. MVAR ≤ 0 at the POI at <10% of the rated MW output. Initial system conditions shall be considered when evaluating the performance of the facility.	Full lag and lead PF (0.95 both directions, measured at the POI) and unity PF at 10%–50%, and >90% of rated MW output. <10% of the rated MW output
	Full line capacitance compensation during zero wind conditions (Demonstrate full reactive power compensation for line/collector capacitance)	Offset VAR output of connecting line at the POI	MVAR ≤ 0 at the POI, report reactive shunts in use, or other source(s) of reactive compensation	≤ 0 MW output at the POI. The facility shall not be curtailed to achieve zero MW output..
Voltage control at POI	Raise/lower setpoint	Series selected at time of test, e.g., "raise 5.0 kV"	Proper direction, e.g., raise not lower, as	>300 MW

		Increment setpoint by predetermined value (minimum of two steps above and below base voltage)	requested, subject to p.f. limits	
	Hold voltage setpoint	Setpoint selected at time of test, e.g., 1.01 p.u.	voltage held within +/- 1% as plant is capable, variability recorded and noted	>300 MW at start of test period (may drop below during test), up to 6+ hours duration.
Communication	Responsiveness	Series of reasonable requests, e.g., "switch to voltage control mode", "report inverters/turbines online", "reduce output to XX MW."	Professional, prompt (within one minute) response, accurate and complete. 100% compliance for one week.	0-600 MW test range
	Physical link	Documented dedicated circuit between Lookout & Generator Operating center	Documentation submitted prior to operational testing.	No operational requirement
		Site visit to operations center (most likely a PSCo engineer or manager)	Written summary of how control center works, and first-hand validation. Visit may be waived or delayed at PSCo discretion.	No operational requirement
		Provide EMS/SCADA points from plant to Lookout	Verified receipt of points via EMS including MW/MVAR output at POI, inverter/turbine statuses, and other relevant data from the facility.	No operational requirement
		Respond to EMS dispatch signals with change in output (adequate response at PSCo discretion)	Demonstrate down and up response to AGC signal at the POI provided the system is already	>300 MW maximum available generation throughout test

			curtailed	

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)
between

Public Service Company of Colorado,

a Colorado Corporation and wholly-owned subsidiary of Xcel Energy Inc.

and

Tri-State Generation and Transmission Association, Inc., a Colorado cooperative corporation

for the

Rifle Generating Station

Tri-State Contract No.: TS-18-0039

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STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (“LGIA”) is made and entered into as of July 17, 2018, by and between Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association ("Interconnection Customer"), and Public Service Company of Colorado, a Colorado corporation ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

A. Transmission Provider operates the Transmission System.

B. Interconnection Customer owns and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this LGIA.

C. Interconnection Customer and Transmission Provider have agreed to enter into this LGIA for the purpose of interconnecting the Large Generating Facility with the Transmission System.

In consideration of and subject to the mutual covenants contained in this LGIA, Interconnection Customer and Transmission Provider agree:

Article 1. Definitions

When used in this LGIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (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 system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

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

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

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 or its successor.

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

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

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

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, 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, or any Affiliate thereof.

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

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

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

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of this LGIA, 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 Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the LGIP.

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

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the LGIP.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the LGIP for conducting the Interconnection Feasibility Study.

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

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

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the LGIP.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission Provider's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in the Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the LGIP.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the LGIP for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

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

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

LGIP means the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

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

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

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

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

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

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

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

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

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

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

Point of Interconnection shall mean the point, as set forth in Appendix A to this LGIA, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

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

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

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and 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.

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

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

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

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

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

Transmission Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

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

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission 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.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This LGIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this LGIA 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 LGIA shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as Interconnection Customer may request (Term to be specified in individual agreements) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation.

2.3.2 Default. Either Party may terminate this LGIA 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 LGIA, which notice has been accepted for filing by FERC.

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

2.4.1 Reserved

2.4.2 Reserved

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 LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection. Upon termination of this LGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the 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 LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

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

Article 3. Regulatory Filings

3.1 Filing. Transmission Provider shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this LGIA, or any amendment thereto, Interconnection Customer 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:

4.1.1 Energy Resource Interconnection Service.

4.1.1.1 The Product. Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large 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 Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

4.1.1.2 Transmission Delivery Service Implications. Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large 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 Transmission Provider's 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 Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System 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 Upgrades.

4.1.2 Network Resource Interconnection Service.

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Attachment A to this LGIA.

4.1.2.2 Transmission Delivery Service Implications. Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large 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 an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, 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.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's 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 Interconnection Customer's Large Generating Facility be designated as a Network

Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within Transmission Provider's 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 Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. 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 Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

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

4.3 Performance Standards. Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is the Transmission Provider, then that Party shall amend the LGIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service. The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's 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 LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

5.1 Reserved

5.1.1 Reserved

5.1.2 Reserved

5.1.3 Reserved

5.1.4 Reserved

5.2 Reserved

5.3 Reserved

5.4 Reserved

5.5 Reserved

5.6 Reserved

5.7 Reserved

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

5.9 Reserved

5.10 Reserved

5.11 Reserved

5.12 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Transmission System; (ii) operate and maintain the Large 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 LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal

operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

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

5.14 Permits. Transmission Provider 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 Provider shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Reserved

5.16 Reserved

5.17 Reserved

5.17.1 Reserved

5.17.2 Reserved

5.17.3 Reserved

5.17.4 Reserved

5.17.5 Reserved

5.17.6 Reserved

5.17.7 Reserved

5.17.8 Reserved

5.17.9 Reserved

5.17.10 Reserved

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

5.19 Modification.

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

In the case of Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, 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 System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

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

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

Article 6. Testing and Inspection

6.1 Reserved

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

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

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

Article 7. Metering

7.1 Reserved

7.2 Reserved

7.3 Standards. Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment. Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to

provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment

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 one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

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

8.2 Reserved

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, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model, and year of all wind turbines and meteorological instrumentation, latitude, longitude and hub height at every wind turbine and meteorological tower, real-time data including turbine generation (kW), wind speed (mph), turbine availability, wind direction (in degrees relative to true north), temperature (Celsius and F), pressure (mb), air density and turbine manufacturer power curve. The information provided shall be refreshed in approximately four-ten (4-10) second intervals with regard to its generation of Renewable Energy at the Facility.

The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model and year of all panels, inverters and meteorological instrumentation, latitude and longitude of the center of the solar panels for every inverter and every meteorological tower, real-time data including inverter generation (kW), inverter availability, direct normal solar insolation (solar intensity), temperature, barometric pressure, wind speed (mph), wind direction (degrees relative to true north) and solar panel manufacturer power curve. The information provided shall be refreshed as frequently as allowed by the SCADA System, not to exceed sixty (60) second intervals.

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. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

Article 9. Operations

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

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

9.3 Transmission Provider Obligations. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this LGIA and Transmission Provider'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 Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. Interconnection Customer shall operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA.

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

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Reserved

9.6.2 **Voltage Schedules**. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area 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) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

9.6.2.1 **Governors and Regulators**. Whenever the Large Generating Facility is operated in parallel with the Transmission System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its speed governors and voltage regulators in automatic operation. If the Large Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 **Payment for Reactive Power**. Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility when Transmission Provider requests Interconnection Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power

service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9.7 Outages and Interruptions.

9.7.1 Outages.

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

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

9.7.1.3 Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly

restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, 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 System;

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 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 Large Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with 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 and over-frequency conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

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

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

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

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

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

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection

Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Large Generating Facility.

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

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

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole

purpose of interconnecting the Large Generating Facility to the Transmission System and shall be used for no other purpose.

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

9.10 **Disturbance Analysis Data Exchange**. The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Provider's 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 Provider Obligations**. Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

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

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

10.4 **Secondary Systems**. Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a

Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

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

Article 11. Performance Obligation

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

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

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

11.4 Transmission Credits.

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

payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

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

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

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

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

11.5 Reserved

11.6 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice

12.1 General. Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, 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 Reserved

12.3 Payment. Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this LGIA.

12.4 Disputes. In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii).

Article 13. Emergencies

13.1 Definition. "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of 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, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or Interconnection Customer's Interconnection Facilities' System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.

13.2 Obligations. Each Party shall comply with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice. Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

13.5.1 General. Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating

Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection. Transmission Provider may reduce Interconnection Service or disconnect the Large Generating Facility or Interconnection Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's 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 using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority. Consistent with Good Utility Practice and the LGIA and the LGIP, Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements. Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities,

and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this LGIA 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 LGIA 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 LGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to the other and not required by this LGIA to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Force Majeure

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 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 LGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 **Right to Terminate**. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this LGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this LGIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the

Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance. Each party shall, at its own expense, maintain in force throughout the period of this LGIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million

Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group Notice of cancellation by carriers will be provided per policy language. Parties shall provide notice of cancellation of coverage and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.

18.3.9 Within ten (10) days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less

than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

Article 19. Assignment

19.1 Assignment. This LGIA may be assigned by either Party only with the prior written consent of the other; provided that either Party may assign this LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large 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 the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed. Additionally, Interconnection Customer shall have the right to assign this LGIA, without consent of or notice to Transmission Provider for collateral security purposes under the terms and conditions of a mortgage, deed of trust, or indenture to which Interconnection Customer is or becomes a party in connection with the general financing of its assets or operations.

Article 20. Severability

20.1 Severability. If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 **Release of Confidential Information**. Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 **Rights**. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 **No Warranties**. By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 **Standard of Care**. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this LGIA or its regulatory requirements.

22.1.7 **Order of Disclosure**. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 **Termination of Agreement**. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with

such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 **Remedies**. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 **Disclosure to FERC, its Staff, or a State**. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, 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 Party to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing

the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

23.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events

Article 24. Information Requirements

24.1 Reserved

24.2 Reserved

24.3 Reserved

24.4 Information Supplementation. Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly

connected substation or any adjacent Transmission Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

25.1 Information Access. Each Party shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.

25.2 Reporting of Non-Force Majeure Events. Each Party shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 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 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to either Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

26.1 General. Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

27.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do

not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this LGIA in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that

it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

28.1.2 **Authority**. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 **No Conflict**. The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 **Consent and Approval**. Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

Article 29. Joint Operating Committee

29.1 **Joint Operating Committee**. Except in the case of ISOs and RTOs, Interconnection Customer and Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. The Interconnection Customer shall notify Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this LGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the interconnection of the Large Generating Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect. This LGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 Conflicts. In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the attachment, appendices or exhibits hereto shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation. This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix to this LGIA, or such Section to the LGIP or such Appendix to the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from"

means "from and including", "to" means "to but excluding" and "through" means "through and including".

30.4 Entire Agreement. This LGIA, including all attached Appendices, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this LGIA.

30.5 No Third Party Beneficiaries. This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this LGIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

30.8 Multiple Counterparts. This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this LGIA 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 LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder. Interconnection Customer shall have the right to make a unilateral filing with

FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder. 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 LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

The Parties have executed this LGIA as of the date in the introductory clause.

Public Service Company of Colorado

By: */s/ I.R. Benson*

Title: Area Vice President, Transmission Strategy and Planning

Date: 7/17/2018

Tri-State Generation and Transmission Association, Inc.

By: */s/ Michael S. McInnes*

Title: Chief Executive Officer

Date: _____

Appendix A to LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Customer's Interconnection Facilities:

Given the Large Generating Facility is an existing facility connected to the Transmission Provider's Transmission System, the Interconnection Customer's Interconnection Facilities have been designed, procured, constructed, and commissioned. No new, upgraded, or additional Interconnection Customer's Interconnection Facilities are required. The existing Interconnection Customer's Interconnection Facilities consist generally of a 13.8/230kV step-up transformer, relaying, breakers, switches, and metering and telemetering equipment on Interconnection Customer's side of the Point of Change of Ownership ("POCO"). A one-line diagram of the facilities is provided as an attachment to this Appendix A to LGIA, as well as the location of the Point of Interconnection and the change in ownership between the Interconnection Customer's Interconnection Facilities and the Transmission Provider's electric system. Below is a more detailed list of the major Interconnection Customer's Interconnection Facilities:

- Existing: one (1) 3 Phase, 60 Hertz, 13.2/230kV, 74/98.7-123.3 MVA step-up transformer
- Existing: three (3) General Electric combustion turbines
- Existing: three (3) 21.176 MVA Lynn generators
- Existing: one (1) Westinghouse steam turbine
- Existing: one (1) 39.7 MVA Westinghouse hydrogen cooled generator
- Existing: one (1) set of three (3) 230kV CCVTs; associated foundations, steel structures, bus, grounding, J-boxes, conduit, and cabling
- Existing: one (1) set of three (3) 230kV relay class bushing CTs installed in the 230kV Breaker #182 bushings
- Existing: two (2) relaying synchronization and metering components
- Existing: two (2) overvoltage / overcurrent phase imbalance protective devices
- Existing: three (3) 480 VAC cranking motors
- Existing: two (2) circulating water pumps
- Existing: two (2) boiler feed water pumps
- Existing: two (2) cooling tower fans
- Existing: located in the RGS control room, one (1) existing Transdata Mk V revenue meter (RIFLE_GEN_1) ("RGS Meter")
- Existing: located in the RGS control room, one (1) existing remote terminal unit (RTU, GE I-Box).

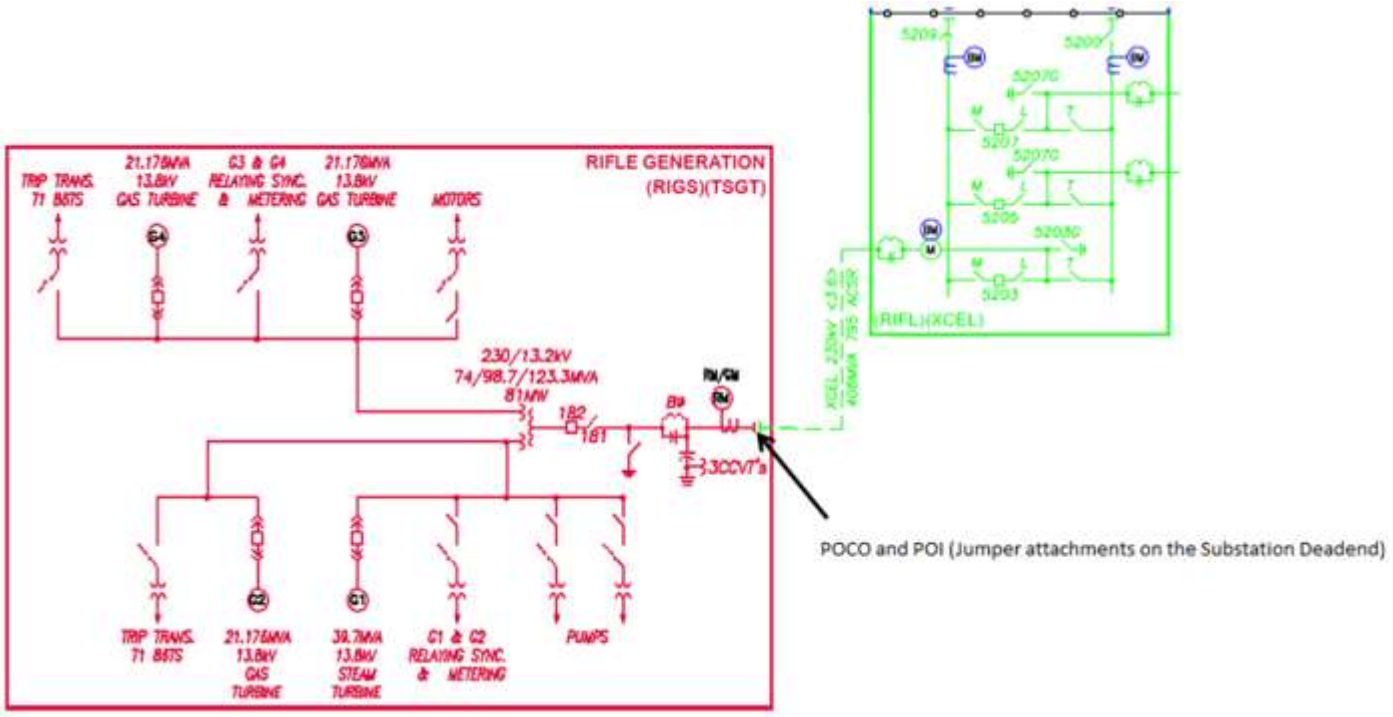
2. Transmission Provider's Interconnection Facilities:

Given the Large Generating Facility is an existing facility connected to the Transmission Provider's Transmission System, the Transmission Provider's Interconnection Facilities have been designed, procured, constructed, and commissioned. No new, upgraded, or additional Transmission Provider's Interconnection Facilities are required.

3. Network Upgrades:

Given the Large Generating Facility is an existing facility connected to the Transmission Provider's Transmission System, the Network Upgrades have been designed, procured, constructed, and commissioned. No new, upgraded, or additional Network Upgrades are required.

Attachment to Appendix A to LGIA



Proposed Effective Date: 7/19/2018
Approved Effective Date: 7/19/2018

Appendix B to LGIA

Milestones

As the Large Generating Facility has already achieved Commercial Operation, no additional milestones are required.

Proposed Effective Date: 7/19/2018

Approved Effective Date: 7/19/2018

Appendix C to LGIA

Interconnection Details

Large Generating Facility: The Rifle Generating Station ("RGS") is an existing 85 Megawatt ("MW") nameplate capacity natural gas-fueled combined cycle power generation station located near Rifle, Colorado. The RGS includes three 15 MW gas turbine generators and one 40 MW steam turbine for a total net capacity of 85 MW. The RGS is not a Variable Energy Resource. RGS is pseudo-tied from the Transmission Provider's Balancing Authority and to the Western Area Colorado Missouri Balancing Authority.

Point of Interconnection: The Point of Interconnection ("POI") is the 230kV transmission line that connects within the Interconnection Customer owned generation transformer step-up switchyard at the RGS as shown in the one-line diagram in the Attachment to Appendix A to LGIA.

The Point of Change of Ownership: The Point of Change of Ownership ("POCO") is the 230kV transmission line owned by the Transmission Provider that connects within the Interconnection Customer owned generator transformer step-up switchyard at the RGS, as shown in the one-line diagram in the Attachment to Appendix A to LGIA. The POCO is approximately 2.8 miles from the Transmission Provider's Rifle Substation.

Interconnection Facilities: See Appendix A for details regarding the facilities interconnecting the RGS with the Transmission Provider's electric system.

Interconnection Guidelines: The Interconnection Customer will comply with the rules and requirements within PSCo's Safety, Interference, Interconnection and Reliability Standards for Cogenerators, Small Power Producers, and Customer-Owned Generators as provided for in RGS's prior interconnection agreement, dated March 2, 1998.

Communication: Communication of RGS start-up, shutdown and abnormal conditions at the RGS will be provided by the Interconnection Customer's 24/7 Resource Dispatch control center (303-452-6364 or 303-254-3300) and the Transmission Provider's Control Center (Lookout). The RGS is staffed Monday-Friday, 7:00 a.m. to 5:00 p.m. Mountain Prevailing Time, and is staffed outside of the times noted, as necessary, as provided for in the Interconnection Customer's internal established procedures. Normal start-up procedures for RGS include approximately five (5) hour lead time due to normal standby position of RGS.

Appendix D to LGIA

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E to LGIA

[Reserved]

Appendix F to LGIA

Addresses for Delivery of Notices and Billings

Written Notices for Administrative Matters:

Transmission Provider:

Manager, Transmission Business Relations
612-330-6773 or 612-328-8226 ext. 0

Interconnection Customer:

Senior Vice President, Generation
1100 W. 116th Avenue
Westminster, CO 80234
Phone: 303-452-6111

Telephone Notification for Operational, Maintenance and Non-Emergency Matters:

Transmission Provider:
Manager, System Operations
303-273-4797

Interconnection Customer:

Resource Dispatch
Phone: 303-452-6364 or 303-254-3300

Telephone Notification for Emergency Matters:

Transmission Provider:

Manager, System Operations
303-273-4797

Interconnection Customer:

System Operator
Phone: 800-230-6180

Billings and Payments:

Transmission Provider:

Transmission Account Representative
Xcel Energy Services, Inc
P.O. Box 1078

Golden, CO 80402
303-273-4726

Interconnection Customer:

Accounts Payable Manager
Tri-State Generation and Transmission Association, Inc.
1100 W. 116th Avenue
Westminster, CO 80234
303-254-3305

APPENDIX 6 to Revised LGIP
STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)

between

Public Service Company of Colorado,
a Colorado Corporation and wholly-owned subsidiary of
Xcel Energy Inc.

and

Nereo GC Lincoln, LLC

for the

200 MW Arriba Wind Generation Project

STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)

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STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement" or "LGIA") is made and entered into this 29th day of June 2020, by and between Nereo GC Lincoln, LLC, a limited liability corporation organized and existing under the laws of the State of Delaware, ("Interconnection Customer" with a Large Generating Facility), and Public Service Company of Colorado, a Colorado Corporation and wholly-owned subsidiary of Xcel Energy, Inc. ("Transmission Provider and/or Transmission Owner"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, Transmission Provider operates the Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Transmission Provider have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider or Interconnection Customer.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. If a requirement due date lands on a Saturday, Sunday or Federal Holiday, the requirement is due the next Business Day.

Cluster shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies

Clustering shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the

Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by an Applicable NERC Regional Reliability Entity. Control Area shall have the same meaning as Balancing Authority Area as defined by NERC.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Definitive Interconnection Study Process ("Definitive Interconnection Study") shall mean the complete definitive study process inclusive of the DISIS Request Window, Customer Engagement Window, Definitive Interconnection System Impact Study, and the Interconnection Facilities Study. Both the Resource Solicitation Cluster and the DISIS Cluster are processed under the Definitive Interconnection Study.

Definitive Interconnection System Impact Study ("DISIS") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of the Transmission System and, if applicable, an Affected System.

Definitive Interconnection System Impact Study Agreement ("DISIS Agreement") shall mean the form of agreement contained in Appendix 2 of the Revised LGIP for conducting the Definitive Interconnection System Impact Study.

Definitive Interconnection System Impact Study Cluster ("DISIS Cluster") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of Transmission System and, if applicable, an Affected System.

DISIS Request Window shall have the meaning set forth in Section 4.2.1 of the Revised LGIP.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean 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 shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to 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 the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a 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 Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Informational Interconnection Study shall mean an analysis based on assumptions specified by Interconnection Customer in the Informational Interconnection Study Agreement.

Informational Interconnection Study Agreement shall mean the form of agreement contained in Appendix 7 of the Revised LGIP for conducting the Informational Interconnection Study.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission Provider's Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection

Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities (e.g. for generator interconnection).

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Interconnection Facilities may be shared by more than one Generating Facility in a Cluster.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Definitive Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the Revised LGIP.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 3 of the Revised LGIP for conducting the Interconnection Facilities Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Revised LGIP, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Informational Interconnection Study, the Definitive Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures or Revised LGIP

Interconnection Study Agreement shall mean any of the following agreements: the Informational Interconnection Study Agreement, the Definitive Interconnection System Impact Study Agreement, or the Interconnection Facilities Study Agreement described in the Standard Large Generator Interconnection Procedures or Revised LGIP.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

LGIA Milestone shall mean milestones provided in Appendix B of this LGIA

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later or equal Queue Position.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Large Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Council or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the

interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection Agreement or its performance.

OASIS shall mean the Transmission Provider's Open Access Same-Time Information System

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Phase ("Phase 1, Phase 2, Phase 3, or Phase 4") shall mean a distinct part of the Definitive Study Process as described in Section 7.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Provisional Interconnection Service shall mean interconnection service provided by Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

Provisional Large Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between Transmission Provider and/or the Transmission Owner and the Interconnection Customer. This agreement shall take the form of the Large Generator Interconnection Agreement, modified for provisional purposes. Provisional Large Generator Interconnection Agreements are not eligible for suspension.

Queue shall mean a queue for valid Interconnection Requests for the Definitive Interconnection Study Process.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Interconnection Study Process. The Queue Position is established based upon the date and time Interconnection Customer satisfies all of the requirements of Section 7.2 of the Revised LGIP to enter the Definitive Interconnection Study Process.

Readiness Milestone(s) shall have the meaning set forth in Section 7.7 of the Revised LGIP.
Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, efforts that are timely

and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Revised LGIP shall mean the Large Generator Interconnection Process ad described in this Attachment N.

Resource Plan shall mean any process authorized or required by Applicable Laws and Regulations for, *inter alia*, the selection of Generating Facilities interconnected to the Transmission System of Transmission Provider

Resource Planning Entity shall mean any entity subject to or conducting a Resource Solicitation Process.

Resource Solicitation Cluster shall mean a Cluster Study associated with a Resource Planning Process.

Resource Solicitation Process shall mean any process authorized or required by Applicable Laws and Regulations for the acquisition of Network Resources by an entity interconnected to the Transmission System of Transmission Provider.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Transmission Provider conducted for the purpose of discussing the proposed Interconnection Request, alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to affect such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean the exclusive land right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control shall include the right to develop, construct, operate, and maintain Interconnection Customer's Interconnection Facilities. Site Control may be demonstrated by documentation establishing: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size to construct and operate the Generating Facility and associated Interconnection Customer's Interconnection Facilities; (2) an option to purchase or acquire a leasehold interest in a site of sufficient size to construct and operate the Generating Facility and associated Interconnection Facilities; or (3) any other documentation that clearly demonstrates the right of the Interconnection Customer to exclusively occupy a site of sufficient size to construct and operate the Generating Facility. Site Control for any co-located project is demonstrated by a contract or other agreement demonstrating shared land use for all co-located projects that meet the aforementioned provisions of this Site Control definition.

Small Generating Facility shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that are not a part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone

Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement. If the Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a Large Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Standard Large Generator Interconnection Agreement to the extent necessary.

Transmission Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand

Alone Network Upgrades or Network Upgrades. Transmission Provider's Interconnection Facilities may be shared by more than one Generating Facility in a given Cluster Study.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission 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.

Withdrawal Penalty shall have the meaning set forth in Section 3.7.1 of the Revised LGIP.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date.
This LGIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this LGIA 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 LGIA shall remain in effect for a period of thirty (30) years from the Effective Date or such other longer period as Interconnection Customer may request (Term to be specified in individual agreements) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice.
This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation. This LGIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the Revised LGIP, including any extension provided thereunder, or, having previously achieved Commercial Operation, 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. When only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation

Date established in accordance with Section 4.4.5 of the Revised LGIP, including any extension provided thereunder, Transmission Provider shall terminate only that portion of the LGIA. Notwithstanding the foregoing, in the limited circumstance that the Interconnection Request is served by a Contingent Facility with an in-service date that is later than the Commercial Operation Date permitted under Section 4.4.5 of the Revised LGIP, Transmission Provider shall terminate this LGIA only for failure to achieve Commercial Operation by ninety (90) Calendar Days after that later in-service date of the Contingent Facility. 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.

2.3.2 Default.
Either Party may terminate this LGIA 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 LGIA, which notice has been accepted for filing by FERC.

2.4 Termination Costs.
If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this LGIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this LGIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer,

less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Transmission Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.4.4 Transmission Provider shall refund the security provided under Section 10.3 of the Revised LGIP, including any accumulated interest, if applicable. Notwithstanding the foregoing, prior to remitting such security, plus accumulated interest, Transmission Provider shall offset against such security, and accumulated interest, any unpaid costs or penalties arising out of this Agreement or the Revised LGIP. Monies due the Interconnection Customer shall be remitted within 90 days of termination.

2.5 Disconnection.

Upon termination of this LGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the 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 LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 Survival.

This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment

Article 3. Regulatory Filings

3.1 Filing.

Transmission Provider shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this LGIA, or any amendment thereto, Interconnection Customer 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:

4.1.1 Energy Resource Interconnection Service. [SELECTED]

4.1.1.1 The Product.

Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large 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 Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

4.1.1.2 Transmission Delivery Service Implications.

Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an “as available” basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large 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 Transmission Provider's 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 Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System 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 Upgrades.

4.1.2 Network Resource Interconnection Service. [NOT SELECTED]

4.1.2.1 The Product.

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Attachment A to this LGIA.

4.1.2.2 Transmission Delivery Service Implications.

Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or

periodic analyses are performed with respect to the Large 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 an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, 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.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's 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 Interconnection Customer's Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within Transmission Provider's 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 Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. 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 Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.2 Provision of Service.
Transmission Provider shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

4.3 Performance Standards.
Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the LGIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service.
The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's 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 LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

5.1 Options.
Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either the Standard Option or Alternate Option set forth below for completion of Transmission Provider's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer’s designated dates are not acceptable to

Transmission Provider, the Interconnection Customer shall notify Transmission Provider within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option.

Transmission Provider shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, LGIA Milestones. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option.

If the dates designated by Interconnection Customer are acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities by the designated dates.

If Transmission Provider subsequently fails to complete Transmission Provider'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, LGIA Milestones; Transmission Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

5.1.3 Option to Build.

Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option.

If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, 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 all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3) If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option),Transmission Provider shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build.

5.2 General Conditions Applicable to Option to Build.

If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Provider;

(2) Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) Prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider;

(5) At any time during construction, Transmission Provider shall have the right to gain unrestricted access to Transmission Provider's

Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Transmission Provider for claims arising from Interconnection Customer's construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Provider;

(10) Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Transmission Provider “as-built” drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Transmission Provider the agreed upon amount of [$ PLACEHOLDER] for Transmission Provider to execute the responsibilities enumerated to Transmission Provider under Article 5.2. Transmission Provider shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

5.3 Liquidated Damages.

The actual damages to Interconnection Customer, in the event Transmission Provider's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Provider to Interconnection Customer in the event that Transmission Provider does not complete any portion of Transmission Provider'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 Transmission Provider's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades for which Transmission Provider has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Transmission Provider's delay; (2) Transmission Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into an LGIA with Transmission Provider or any cause beyond Transmission Provider's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers.

The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not

capable of automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators.

5.5 Equipment Procurement.

If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;

5.5.2 Transmission Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, LGIA Milestones; and

5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, LGIA Milestones.

5.6 Construction Commencement.

Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;

5.6.3 Transmission Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, LGIA Milestones; and

5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, LGIA Milestones.

5.7 Work Progress.

The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will

provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.

5.8 Information Exchange.

As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission Provider's Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Other Interconnection Options

5.9.1 Limited Operation.

If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large 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 Large Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. Transmission Provider shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.9.2 Provisional Interconnection Service.

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities Transmission Provider may execute a Provisional Large Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Large Generator Interconnection Agreement with the Interconnection Customer for limited Interconnection Service at the discretion of Transmission Provider based upon an evaluation that will consider the results of available studies. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission System. Transmission Provider shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of Interconnection Service from the Generating Facility. Where available studies indicate that such, Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required

for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Large Generator Interconnection Agreement shall be studied and updated if necessary on a quarterly basis and at the Interconnection Customer's expense. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Large Generator Interconnection Agreement and the Large Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

5.10 Interconnection Customer's Interconnection Facilities ("ICIF").
Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications.
Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Provider at least one-hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Provider's Review.
Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, 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.

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 "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the

ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Interconnection Customer shall provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Provider's Interconnection Facilities Construction.

Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one-hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities [include appropriate drawings and relay diagrams]. Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights.

Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Transmission System; (ii) operate and maintain the Large 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 LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners.

If any part of Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate,

maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network 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 Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Early Construction of Base Case Facilities.

Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension.

Interconnection Customer reserves the right, upon written notice to Transmission Provider, to suspend at any time all work by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this LGIA pursuant to this Article 5.16, and has not requested Transmission Provider to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

5.16.1 Effect of Missed Interconnection Customer LGIA 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 LGIA Milestone provided in Appendix B ("LGIA Milestone"), this constitutes a Breach under this LGIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, Transmission Provider's LGIA 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 LGIA Milestones.

5.16.2 Effect of Suspension; Parties Obligations.

In the event that Interconnection Customer suspends work pursuant to this Article 5.16, the applicable construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension. Should Interconnection Customer thereafter request that work be recommenced, Appendix A and Appendix B may be revised to account for construction sequencing and modified milestones. If the Commercial Operation Date is extended beyond three (3) cumulative years described in Section 4.4.5 of the Revised LGIP and Article 2.3.1 of this LGIA, such an extension may be considered a Material Modification and result in the termination of the LGIA under Article 2.3.1. Interconnection Customer is required to maintain Site Control while this LGIA is in effect, including during suspension.

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 Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants.

In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Provider for Transmission Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Provider's Interconnection Facilities that is a "dual-use intertie," within the

meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, “de minimis amount” means no more than 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 Provider's request, Interconnection Customer shall provide Transmission Provider with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Provider represents and covenants that the cost of Transmission Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider.

Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

Transmission Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i) Transmission Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report payments or property as income subject to taxation; provided, however, that Transmission Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten-year testing period and the applicable statute of limitation, as it may be extended by Transmission Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the

occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount.

Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA (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 Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider'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 Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request. Transmission Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited

power of attorney, in a form acceptable to the IRS that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events.

If, within ten (10) years from the date on which the relevant Transmission Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and Transmission Provider retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests.

In the event any Governmental Authority determines that Transmission Provider's receipt of payments or property constitutes income that is subject to taxation, Transmission Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed

to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Provider for the tax at issue in the contest.

5.17.8 Refund.

In the event that (a) a private letter ruling is issued to Transmission Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not taxable to Transmission Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Provider are not subject to federal income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Provider pursuant to this LGIA, Transmission Provider shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amount paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Interconnection Customer only after and to the

extent that Transmission Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Interconnection Facilities. The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities 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 Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this LGIA. Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider.

5.17.10 Transmission Owners Who Are Not Transmission Providers.

If Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this LGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of Transmission Provider under this Article 5.17 of this LGIA.

5.18 Tax Status.

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this LGIA is intended to adversely affect any Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General.

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other

Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, 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 System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards.

Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed, and operated in accordance with this LGIA and Good Utility Practice.

5.19.3 Modification Costs.

Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Testing and Inspection

6.1 Pre-Commercial Operation Date Testing and Modifications.

Prior to the Commercial Operation Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities

that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

6.2 Post-Commercial Operation Date Testing and Modifications.

Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 Right to Observe Testing.

Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

6.4 Right to Inspect.

Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

Article 7. Metering

7.1 General.

Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment at the Point of Interconnection prior to any operation of the Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at Transmission Provider's option, compensated to, the Point of Interconnection. Transmission Provider shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

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 Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, 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 or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 Standards.

Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment.

Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

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 one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

Article 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 Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data

8.2 Remote Terminal Unit.

Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by 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 Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation.

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

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, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model, and year of all wind turbines and meteorological instrumentation, latitude, longitude and hub height at every wind turbine and meteorological tower, real-time data including turbine generation (kW), wind speed (mph), turbine availability, wind direction (in degrees relative to true north), temperature (Celsius and F), pressure (mb), air density and turbine manufacturer power

curve. The information provided shall be refreshed in approximately four-ten (4-10) second intervals with regard to its generation of Renewable Energy at the Facility.

The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model and year of all panels, inverters and meteorological instrumentation, latitude and longitude of the center of the solar panels for every inverter and every meteorological tower, real-time data including inverter generation (kW), inverter availability, direct normal solar insolation (solar intensity), temperature, barometric pressure, wind speed (mph), wind direction (degrees relative to true north) and solar panel manufacturer power curve. The information provided shall be refreshed as frequently as allowed by the SCADA System, not to exceed sixty (60) second intervals.

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. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.

Article 9. Operations

9.1 **General**. Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 **Control Area Notification**. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider in writing of the Control Area in which the Large Generating Facility will be located. If Interconnection Customer elects to locate the Large Generating Facility in a Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area.

9.3 Transmission Provider Obligations. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this LGIA and Transmission Provider'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 Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. Interconnection Customer shall operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Large Generating Facility to Transmission Provider's Transmission System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation.
Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation.
Interconnection Customer shall design the Large 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 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] This requirement also applies to existing non-synchronous generators making upgrades that require a new Generator Interconnection Agreement where the System Impact Study shows the need for reactive power as a result of an upgrade.

[1] The effective date of Order 827 is October 14, 2016.

9.6.2 Voltage Schedules.

Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area 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) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

9.6.2.1 Voltage Regulators.

Whenever the Large Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its voltage regulators in automatic operation. If the Large Generating Facility's 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 Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or

instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power.

Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility when Transmission Provider requests Interconnection Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9.6.4 Primary Frequency Response.

Interconnection Customer shall ensure the primary frequency response capability of its Large Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Large Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Large Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Large Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Large Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection

Customer shall notify Transmission Provider that the primary frequency response capability of the Large Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Interconnection Customer shall operate the Large Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

9.6.4.1 Governor or Equivalent Controls.

Whenever the Large Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Large Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Large Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Large Generating Facility's governor or equivalent controls to a minimum whenever the Large Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response.

Interconnection Customer shall ensure that the Large Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and

shall begin immediately after frequency deviates outside of the deadband, and to the extent the Large Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Large Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions.

Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources.

Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its LGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage

resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination.
Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2 Outage Schedules.

Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration.

If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service.

If required by Good Utility Practice to do so, 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 System;

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 and Transmission Provider; and

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions.

The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure “ride through” capability of the Transmission System. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with 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 and over-frequency conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 **System Protection Facilities**. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Provider's Interconnection Facilities or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated

9.7.5 Requirements for Protection.

In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall

include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Large Generating Facility.

9.7.6 Power Quality.

Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

9.8 Switching and Tagging Rules.

Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities.

Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users.

If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with

the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange.

The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Provider's 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 Provider Obligations.

Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

10.2 Interconnection Customer Obligations.

Interconnection Customer shall maintain the Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

10.3 Coordination.

The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems.

Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses.

Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such

expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's Interconnection Facilities.

Article 11. Performance Obligation.

11.1 Interconnection Customer Interconnection Facilities.
Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

11.2 Transmission Provider's Interconnection Facilities.
Transmission Provider or Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades.
Transmission Provider or Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Provider or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades.
Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Transmission Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date of any cash payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Transmission Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Large Generating Facility fails to achieve Commercial Operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Transmission Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 Special Provisions for Affected Systems.
Unless Transmission Provider provides, under the LGIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Large Generating Facility.

11.5 Provision of Security.
At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably

acceptable to Transmission Provider 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 costs for constructing, procuring and installing the applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes.

In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, 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.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.6 Interconnection Customer Compensation.

If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.

Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice.

12.1 General.

Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, 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 months after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment.

Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this LGIA. If Interconnection Customer has not paid the final invoice following a withdrawal within thirty (30) Calendar Days, Transmission Provider shall draw upon the security provided under this LGIA to settle all accounts, which shall include any offsets of amounts due and owing by Transmission Provider. After the final invoice is paid and all accounts are settled, Transmission Provider shall refund all remaining security.

12.4 Disputes.

In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii)

Article 13. Emergencies

13.1 Definition.

Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; (ii) that, in the case of 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, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.

13.2 Obligations.

Each Party shall comply with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice.

Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action.

Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

13.5.1 General.

Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection

Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection.

Transmission Provider may reduce Interconnection Service or disconnect the Large Generating Facility or Interconnection Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's 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 using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority.

Consistent with Good Utility Practice and the LGIA and the Revised LGIP, Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the

reliability of the Large Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability.

Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements.

Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this LGIA 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 LGIA 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 LGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments.
Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice.
Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice.
Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Force Majeure

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 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 LGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the

breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate.

If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this LGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this LGIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity.

The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Person.

If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party.

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures.

Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply,

the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages.

Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance.

Each party shall, at its own expense, maintain in force throughout the period of this LGIA, and until released by the other Party, the following minimum insurance coverages,

with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees **(“**Other Party Group**”)** as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one

insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.

18.3.9 Within ten (10) Calendar Days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 In addition to the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. In the event that a Party is permitted to self-insure pursuant to this article, it shall certify to the other Party with a letter of self-insurance that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

Article 19. Assignment

19.1 Assignment.

This LGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large 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 the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1 Severability. If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1)

Article 21. Comparability

21.1 Comparability.
The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1 Confidentiality.
Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term.
During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this

Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope.

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights.

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties.

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular

information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care.

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this LGIA or its regulatory requirements.

22.1.7 Order of Disclosure.

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement.

Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies.

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State.
Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

23.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party

makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events**.**

Article 24. Information Requirements

24.1 Information Acquisition.

Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 Information Submission by Transmission Provider.

The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer.

The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one-hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the Revised LGIP. It shall also include any additional information provided to Transmission Provider for the Definitive Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to 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 Transmission Provider Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation.

Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

25.1 Information Access.

Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.

25.2 Reporting of Non-Force Majeure Events.

Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification,

cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.

25.3 Audit Rights.

Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 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 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records.

Accounts and records related to either Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5 Audit Results.

If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

26.1 General.

Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however,

that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance.

The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

27.1 Submission.

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures.

Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC

regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions.

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs.

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one-half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

28.1 General.

Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing.

Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

28.1.2 Authority.

Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict.
The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 Consent and Approval.
Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations

Article 29. Joint Operating Committee

29.1 Joint Operating Committee.
Except in the case of ISOs and RTOs, Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this LGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the interconnection of the Large Generating Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect.
This LGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 Conflicts.
In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation.
This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix to this LGIA, or such Section to the Revised LGIP or such Appendix to the Revised LGIP, as the case may be; (6) ”hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) ”including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

30.4 Entire Agreement.
This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of

the consideration for, or any condition to, either Party's compliance with its obligations under this LGIA.

30.5 No Third Party Beneficiaries.
This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver.
The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this LGIA shall, if requested, be provided in writing.

30.7 Headings.
The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

30.8 Multiple Counterparts.
This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment.
The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties.
The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this LGIA 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 LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before

FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership.

This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

IN WITNESS WHEREOF, the Parties have executed this LGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Public Service Company of Colorado

By: */s/ Michael Lamb*

Name: Michael Lamb

Title: Senior Vice President, Transmission
Xcel Energy Services Inc., agent for
Public Service Company of Colorado,
a Colorado Corporation

Date: 6/29/2020

Nereo GC Lincoln, LLC

By: */s/ Juan Gonzalez*

Name: Juan Gonzalez

Title: Director

Date: 6/23/2020

Appendix A to LGIA
(Ref. GI-2016-15)

Interconnection Facilities, Network Upgrades and Distribution Upgrades

A. Description of Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

a. Interconnection Customer shall install a 200 MW wind electric generation project, located in Lincoln County, Colorado. The Generating Facility is composed of sixty (60) Vestas 3.45MW wind turbines, each with its own 4400 kVA, step-up transformer. Interconnection Service provided under this agreement is 200 MW of ERIS.

Interconnection Customer shall install a collector substation which shall contain two main power transformers 34.5/345 kV, 68/90/112 MVA one (1) 345 kV, circuit breaker, associated line surge arrestors and disconnect switches, 34.5 kV feeder circuit breakers, associated feeder disconnect switches, and associated auxiliary systems, instrument transformers, and electric relay protection. The collector substation will include a SCADA system as required to manage the project and to send the required status and output data to the Transmission Provider and the Balancing Authority.

The collector substation will include two (2) 12 MVAR capacitor banks or as required to meet FERC Order 827.

Interconnection Customer shall install a twenty- two (22) mile 345 kV project Gen-Tie transmission line which will connect the project to the Shortgrass Switching Station.

The project output will be delivered to the project Point of Interconnection (POI) at the Missile Site 345 kV bus via the existing 345kV Rush Creek Gen-Tie line, which is owned and operated by others.

b. Per Schedule 19 (Rush Creek Gen-Tie Use Charge) of the Xcel Energy Joint Open Access Transmission Tariff (OATT) Interconnection Customer shall compensate PSCo each month for 200 MW capacity of the Rush Creek Gen-Tie ("Gen-Tie") used to achieve Interconnection Service from Interconnection Customer's Generating Facility over the Gen-Tie to the Missile Site Substation Point of Interconnection with the PSCo Transmission System. Interconnection Customer shall pay Schedule 19 based on the 200 MW of requested Interconnection Service from the date any portion of the Generating Facility reaches Commercial Operation. Specifically, Interconnection Customer shall pay Schedule 19 based on 200 MW of Interconnection Service for the life of this LGIA even if less than 200 MW of generation reaches commercial operation. For example, if the Interconnection Customer constructs a 100 MW wind facility, the customer will be charged 200 MW of Schedule 19 service starting when the 100 MW wind facility is commercial. If this LGIA (or portion thereof) is terminated due to a portion of the 200 MW Generating Facility failing to reach Commercial Operation, and if Interconnection Customer is offered an LGIA with a lower amount of Interconnection Service, Interconnection Customer commits to continue to pay 200 MW of Schedule 19 and to support tariff revisions that clarify that the Interconnection Customer is responsible for 200 MW of Schedule 19, even if the amount of Interconnection Service under the new LGIA is for a lower amount. Such a commitment shall continue up and until a different third-party interconnection customer reaches commercial operation where the other third-party interconnection customer utilized the released Rush Creek Gen-Tie capacity and is liable for compensating PSCo for the use of such facilities.

   Interconnection Customer agrees that it relies on facilities recovered under the Schedule 19 rate for Interconnection Service and in consideration that the Transmission Provider's Interconnection Facilities listed in Table 1B (under Transmission Provider Interconnection Facilities section below) shall be recovered under Schedule 19, Interconnection Customer shall not dispute or challenge the inclusion in the Schedule 19 rate of other new facilities located on the Rush-Creek Gen-Tie that benefit all of the Generating Facilities interconnected through the Rush Creek Gen-Tie. Specifically, Interconnection customer shall not challenge or dispute the inclusion of all or a portion of a Statcom (located at Pronghorn) estimated to cost $31.6 million and reactors (located at Shortgrass) estimated to cost $4.5 million. Parties agree that such treatment is consistent with the gen-tie rate and Article 9.9.2 of the LGIA.

   Parties mutually agree if the Rush Creek Gen-Tie is physically altered from a radial generator outlet line to a PSCo network Transmission System facility, and is thus no longer an Interconnecting Customer's/Transmission Provider's Interconnection Facility, PSCo will seek permission from the Commission (FERC) to reclassify the Gen-Tie from Transmission Serving Generation to a Transmission System facility and to thereafter include the costs of the Rush Creek Gen-Tie facilities in the Annual Transmission Revenue Requirement (ATRR) under Attachment O-PSCo to the Tariff. If PSCo is allowed to include the costs of the Rush Creek Gen-Tie in Attachment O-PSCo, as of the effective date of such change authorized by the Commission, then 1) the point of interconnection under Interconnection Customer's Interconnection Agreement will be transferred, with no further study required, from

the Missile Site Substation to the point where the Interconnection Customer's generator facility interconnects to the Rush Creek Gen-Tie (i.e. the Shortgrass Switching Station); and 2) the Rush Creek Use Charge may be modified or will no longer apply. To be clear, in the case where all of the facilities comprising the Rush Creek Gen-Tie become networked Transmission System facilities that FERC approved recovery of under Attachment O-PSCO, the Rush Creek Use Charge will no longer apply. In no event shall PSCo be required to refund Rush Creek Usage Charges collected from a Third-Party Interconnection Customer for the period prior to the effective date of such change in classification. Parties mutually agree that in the instance all or a portion of the Rush Creek Gen-Tie becomes a network Transmission System facility, all facilities and equipment approved to be recovered as Transmission System facilities as described above shall be removed from the Schedule 19 rate.

c. Interconnection Customer is required to design, procure, install, own, operate and maintain a Load Frequency/Automated Generation Control (LF/AGC) RTU at the Customer Substation to the Transmission Provider's standards, from which the Transmission Provider may take indications, readings and data.

d. All necessary relay, protection, control and communication systems required to protect Interconnection Customer's Interconnection Facilities and Generating Facility and coordinate with Transmission Provider's relay, protection, control, and communication systems. Some equipment may be associated with the AVSO.

e. Power Quality Metering (PQM) will be required on the Customer's 345 kV line terminating into the Shortgrass Switching Station.

f. Customer will string Optical Ground Wire "OPGW" fiber into the Shortgrass 345 kV Switching Station as part of the transmission line construction scope.

*** Interconnection is contingent on completion of the Shortgrass Substation described in the LGIA for GI-2016-4 and GI-2016-14 and Reactive Support Upgrades. For details, refer to the one-line diagrams in Figure 1, 2 and 3 in the Appendix.**

The Interconnection Customer is responsible to register their facility in accordance with any governing rules, including NERC's Rules of Procedure, and thereafter, to comply with the requirements applicable to the functions for which the Generator registers, unless otherwise agreed to and permitted by the NERC Rules of Procedure or other NERC guidance

(b)

Transmission Provider's Interconnection Facilities:

Interconnection Service may be limited if Transmission Provider's Interconnection Facilities are not in place.

Table 1A: Transmission Provider's Interconnection Facilities Not Subject to Third Party Use*

Element	Description	Cost Est. (Millions)
PSCo's Shortgrass 345kV Bus	Interconnect Customer to physically tap at the Shortgrass 345kV Switching Station, with a point of interconnection on the Missile 345kV bus. The new equipment includes: • One 345kV 3000A breaker • Three 345kV 3000A disconnect switches • Three 345kV arresters • Two 2000A wave traps • One set (of three) high side metering units • Fiber communication equipment • Station controls • Associated electrical equipment, bus, wiring and grounding • Associated foundations and structures • Associated transmission line communications, fiber, relaying and testing.	$1.709
	Transmission line tap into substation:	$0.055
	Siting and Land Rights support for siting studies, land and ROW acquisition and construction:	$0.020
	Portion of Rush Creek Master Voltage Controller/ AVSO cost located on the customer's side of the POI**	$0.650
	Total Cost Estimate for Transmission Providers Interconnection Facilities	**$2.434**
Time Frame	**Site, design, procure and construct**	**18 Months**

Note: * Consistent with treatment of other Interconnection Customer's interconnecting to the gen-tie, Transmission Provider and Interconnection Customer mutually agree Interconnection Customer shall not be provided credits under Section 9.9.2 of the LGIA for facilities listed in this Table 1A.

** Components of The Rush Creek Master Voltage Controller/AVSO are allocated based on their physical location. Components located on the customer's side of the Point of Interconnection shall be allocated as TPIF. Interconnection Customer shall be responsible for costs associated with AVSO related studies and design required to accommodate the interconnection. Capital costs of physical components of the AVSO located on the network side of the POI shall be allocated as Network Upgrades.

Table 1B: Transmission Provider's Interconnection Facilities Subject

to Third Party Use*, (also called Reactive Support upgrades)**

Element	Description	Cost Est. (Millions)
PSCo's Shortgrass 345kV Bus	Network Upgrade to add a 15MVAR reactor on the 345kV bus at PSCo's 345kV Shortgrass Switching Station. The new equipment includes: • One 345kV 3000A breaker • One 345kV 15MVAR reactor • One 345kV 3000A disconnect switch • Relocation of GI-2016-14 metering equipment, wave traps, and surge arrester to accommodate reactor installation. • Station controls • Associated electrical equipment, bus, wiring and grounding • Associated foundations and structures • Associated fiber, reactor differential relaying and testing.	$3.253
PSCo's Pronghorn 345kV Bus	Network Upgrade to add a 400MVAR capacitor bank in four 100MVAR stages at PSCo's 345kV Pronghorn Switching Station in a new ring position. The new equipment includes: • Six 345kV 3000A breakers • Four 345kV 100MVAR capacitor bank • Ten 345kV 2000A disconnect switches • Station controls • Associated electrical equipment, bus, wiring and grounding • Associated foundations and structures • Associated fiber, reactor differential relaying and testing.	$9.208
	Siting and Land Rights support for substation construction	**$0.000**
	Total Cost Estimate for Network Upgrades for Interconnection	**$12.461**
Time Frame	**Site, design, procure and construct**	**24 months**

*Parties mutually agree that (1) the Interconnection Customer shall be compensated for third party use under Article 9.9.2 of this LGIA of the facilities listed above by including the above facilities in the Schedule 19 rate on the date when the Generating Facility, or at least a 100 MW portion of the Generating Facility reaches Commercial Operation, (2) Interconnection Customer shall provide security in the form of an irrevocable Letter of Credit for $12.461 million during construction of the above facilities, which will be released upon inclusion of such facilities in the Schedule 19 rate and which may be used to cover termination costs, if the LGIA is terminated and (3) the Interconnection Customer shall compensate others for the use of other facilities, such as the planned voltage support facilities (e.g. Statcom and reactors) located on the Rush Creek Gen-Tie by paying 200 MW of a Schedule 19 rate that includes such facilities.
*The first 100 MW phase of generating facility is planned to be in-service prior to the completion of the facilities in this Table 1B. The Large Generating Facility is subject to Limited Operation as described in Article 5.9.1 of this LGIA until the facilities in this Table 1B are in-service.

(c) Network Upgrades*

Table 2 - Reactive Support Upgrades for Interconnection

*Transmission provider shall fund the Network Upgrade portion of the AVSO

B. Financial, Ownership, Construction and Operating Responsibilities for Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

- Owned by Interconnection Customer
- Designed, procured, constructed, and installed by Interconnection Customer
- Construction funded by Interconnection Customer
- Operated by Interconnection Customer
- Operation and Maintenance funded by Interconnection Customer

(b) Transmission Provider's Interconnection Facilities (Table 1A):

- Owned by Transmission Provider
- Designed, procured, constructed and installed by Transmission Provider
- Construction funded by Interconnection Customer
- Operation and Maintenance funded by Interconnection Customer pursuant to Article 10.5 of this LGIA and Schedule 18 of the Xcel Energy Tariff.

(c) Transmission Provider's Interconnection Facilities (Table 1B):

- Owned by Transmission Provider
- Designed, procured, constructed and installed by Transmission Provider
- Construction funded by Transmission Provider; Security provided by Interconnection Customer during construction and held until Generating Facility reaches Commercial Operation
- Operation and Maintenance funded by Interconnection Customer pursuant to Article 10.5 of this LGIA and Schedule 19 of the Xcel Energy Tariff.

Note: Pursuant to the Public Utility Regulatory Policies Act of 1978 (PURPA) and FERC regulations, if the Generation Facility constitutes one or more Qualifying Facilities ("QFs") under PURPA and one or more of such QFs sells output to Public Service Company of Colorado (PSCo) pursuant to the provisions of PURPA, interconnection and allocation of interconnection costs for such QFs selling their output to PSCo are subject to the jurisdiction of the Colorado Public Utilities Commission (CPUC) under 18 CFR 292.303 and 292.306. In the event of a conflict between this LGIA and decisions of the CPUC in such circumstances, the CPUC's decisions shall govern.

3. Distribution Upgrades

- None

C. Interconnection Customer's Payment for Transmission Provider's Interconnection Facilities and Network Upgrades

Interconnection Customer has provided to Transmission Provider a cash deposit, parent guaranty or letter of credit in an amount equal to $2,434,000.00 to cover the estimated costs of Transmission Provider's Interconnection Facilities listed in Table 1A. Interconnection Customer shall reimburse Transmission Provider pursuant to Article 12.

prior to execution of this LGIA, Interconnection Customer has provided Security in the form of a Letter of Credit to Transmission Provider for $12,461,000.00 to cover the estimated costs of Transmission Provider's Network Upgrades identified in Table 1B. Upon the Generating Facility (or portion thereof) reaching Commercial Operation, Transmission Provider shall release security and incorporate the costs of Transmission Provider's Network Upgrades identified in Table 1B into the Rush Creek Use Charge and recover the costs of those facilities (and other facilities) from Interconnection Customer under Schedule 19.

Appendix B to LGIA
(Ref. GI-2016-15)

Milestones

A. Interconnection Facilities Engineering, Procurement, and Construction Option

Interconnection Customer has selected the **Standard Option** for construction of the Interconnection Facilities under Article 5 of the LGIA.

B**.** Milestones

	Action	Responsible Party	Completion Date
1.	IC and TP executed an Engineering & Procurement Agreement, which was accepted by FERC on October 15, 2019 in Docket No. ER20-105	Interconnection Customer and Transmission Provider	10/15/2019
2.	Reasonable Evidence to be provided per Section 10.3 of LGIP: Continued Site Control 90% site control of generating facility and 50% site control of gen-tie (Section 7.7.7)	Interconnection Customer	Prior to execution of this LGIA
3.	Section 10.3 of LGIP: Provide Letter of Credit for Readiness Milestone 5 (Security 9x Study costs or $712,350.00).	Interconnection Customer	Prior to execution of this LGIA
4.	Reasonable evidence to be provided per Section 10.3 of LGIP: One or more milestones in the development of the Large Generating Facility, at the IC election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility (not available for wind or solar resources); (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility (not available for wind or solar resources); (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract (or comparable evidence) for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit.	Interconnection Customer	Prior to execution of this LGIA
5.	Provide written authorization to proceed with construction of Transmission Provider's Interconnection Facilities – Construction Authorization under Article 5.6.3	Interconnection Customer	Upon Execution of this LGIA

	Action	Responsible Party	Completion Date
6.	Cash deposit of $2.434M for Transmission Provider Interconnection Facilities listed in Table 1A to be constructed by Transmission Provider	Interconnection Customer	8/15/2020
7.	Provide security of $12.461M for Transmission Provider Interconnection Facilities listed in Table 1B to be constructed by Transmission Provider	Interconnection Customer	8/15/2020
8.	Electro Magnetic Transient Study complete and results provided to Interconnection Customer	Transmission Provider	3/1/2021
9.	The original Commercial Operation Date extended 3 years under Section 4.4.5 of the LGIP.	Interconnection Customer	3/30/2021; subject to the terms of Article 2.3.1*
10.	Installation of mitigation measures identified in Electro Magnetic Transient Study (if any)	Interconnection Customer	9/1/2021
11.	Interconnection Customer-Transmission Provider initial meeting to discuss pre-synchronization requirements	Interconnection Customer and Transmission Provider	6/1/2021
12.	In-Service Date for Transmission Provider Interconnection Facilities in Table 1A	Transmission Provider	10/5/2021
13.	Initial Synchronization Date	Interconnection Customer	10/12/2021
14.	In-Service Date & Energization of Interconnection Customer's Interconnection Facilities	Interconnection Customer	10/14/2021
15.	Interconnection Customer-Transmission Provider meeting to discuss Interconnection Agreement testing requirements	Interconnection Customer and Transmission Provider	6/1/2021
16.	Begin trial operation & testing for the first 100 MW	Interconnection Customer & Transmission Provider	10/14/2021
17.	Commercial Operation Date for the first 100 MW phase	Interconnection Customer	12/15/2021
18.	Interconnection Customer-Transmission Provider initial meeting to discuss pre-synchronization requirements and Interconnection Customer-Transmission Provider meeting to discuss Interconnection Agreement testing requirements	Interconnection Customer and Transmission Provider	3/1/2022
19.	In-Service Date for Transmission Provider Interconnection Facilities in Table 1B	Transmission Provider	6/15/2022
20.	Initial Synchronization Date	Interconnection Customer	7/18/2022

	Action	Responsible Party	Completion Date
21.	In-Service Date & Energization of Interconnection Customer's Interconnection Facilities	Interconnection Customer	8/1/2022
22.	Begin trial operation & testing for the Second 100 MW (total 200 MW)	Interconnection Customer & Transmission Provider	8/1/2022
23.	Commercial Operation Date for the second 100 MW phase (totaling 200 MW)	Interconnection Customer	Within 90 Calendar Days after the In-Service Date of Transmission Provider Interconnection Facilities in Table 1B**
24.	Final accounting of costs incurred by Transmission Provider for construction of Transmission Provider Interconnection Facilities listed in Table 1A; refund overpayment, if any, of estimated costs	Transmission Provider	To be submitted within three months of completing construction of the Transmission Provider Interconnection Facilities listed in Table 1A
25.	Release/return of security for Transmission Provider's Interconnection Facilities in Table 1B	Transmission Provider	To be released the latter of within one month of Commercial Operation or the in-service date for facilities listed in Table 1B

***** This is the latest Commercial Operation Date permitted under Section 4.4.5 of the LGIP. The Commercial Operation Dates have been revised as set forth in milestones 17 and 23 based on the revised in-service dates of the contingent facilities in Table 1A and 1B.

** Section 2.3.1 states that "In the limited circumstance that the Interconnection Request is served by a Contingent Facility with an in-service date that is later than the Commercial Operation Date permitted under Section 4.4.5 of the Revised LGIP, Transmission Provider shall terminate this LGIA only for failure to achieve Commercial Operation by ninety (90) Calendar Days after that later in-service date of the Contingent Facility."

Appendix C to LGIA
(Ref. GI-2016-15)

Interconnection Details

Large Generating Facility: *Interconnection Customer's Generating Facility will consist* of approximately sixty (60) Vestas 3.45 MW, 0.90 PF Type IV wind turbines, each with its own 4400 kVA, step-up transformer. The GF will include two (2) 34.5/345 kV, 68/90/112 MVA, Z=8.5% main step-up transformers.

Requirement for Dynamic Voltage Support at Large Generating Facility: Interconnection Customer shall design its Large Generating Facility in conformance to the Xcel Energy Interconnection Guidelines for Transmission Interconnected Producer-Owned Generation Greater than 20MW, except as noted below. The Interconnection Customer shall have dynamic voltage control capability of +/- 0.95 power factor provided at the Generating Facility's terminals, with such dynamic voltage control capability operated normally in-service at all times. The dynamic voltage control capability will be used to maintain the voltage schedule specified by the Transmission Operator within the limitation of +/– 0.95 power factor at the high side of the generation substation, in accordance with FERC Order 827, as long as the generating facility is on-line and producing power.

Requirement for Plant Controller Instability and/or Control Interactions Study: Interconnection Service is expressly conditioned on Interconnection Customer's participation in an Electro Magnetic Transient ("EMT") Study and installation of mitigation measures identified in such study. Interconnection Customer and other interconnection customers connected to the Rush Creek Gen Tie will jointly perform and fund an EMT Study to demonstrate acceptable coordinated performance of the plant controllers for all wind farms on the Rush Creek Gen Tie. The EMT study will verify the absence and/or mitigation of control instability/interactions. Interconnection Customer further agrees to install any and all mitigation measures identified for GI-2016-15 in such EMT Study within its Generating Facility.

Requirement for Automatic Volt/Var Setpoint Optimizer Participation: Interconnection Service is expressly conditioned on Interconnection Customer's participation in the Automatic Volt/Var Setpoint Optimizer ("Rush Creek Master Voltage Controller" or "AVSO") and shall be allocated a portion of the costs of the AVSO for the components of the AVSO physically located on the customer's side of the Point of Interconnection. Interconnection Customer and other interconnection customers connected to the Rush Creek Gen Tie will provide PSCo reactive control access to allow the AVSO to optimally set voltage at Missile Site.

Point of Change of Ownership: The Point of Change of Ownership (PCO), as indicated in Figure 1, is located at the last structure of the Transmission Customer's last structure outside of the Transmission Provider's Shortgrass Switching Station.

Point of Interconnection: The Point of Interconnection (POI), as indicated in Figure 3, is located at the Transmission Provider's Missile Site 345 kV Substation.

Interconnection Facilities: See Figure 1 for details regarding the facilities required for interconnecting the Large Generating Facility with the Transmission Provider's network.

Metering Arrangements: Output is metered at the Shortgrass Substation using meters described in Appendix A Section A.1(a).b above. The loss factor described in Schedule 19 is used to determine the energy delivered to the PSCo Transmission System at Transmission Provider's Missile Site 345 kV Substation.

Communication: Interconnection Customer will provide and maintain a dedicated, ring-down voice communication circuit between the Transmission Provider's Control Center (Lookout) and the Large Generating Facility operator. The Large Generating Facility operator is a 24/7 operator with full visibility and control of the entire Large Generating Facility. The Large Generating Facility operator will have sufficient training and authority to operate the plant independently, and as directed by the Transmission System operator to maintain transmission system reliability.

Interconnection Guidelines: The Interconnection Customer will comply with the Interconnection Guidelines For Transmission Interconnected Producer-Owned Generation Greater Than 20 MW, as amended from time to time, and available at:

https://www.transmission.xcelenergy.com/staticfiles/microsites/Transmission/Files/PDF/Interconnection/Interconnections-POL-TransmissionInterconnectionGuidelineGreat20MW.pdf

Figure 1: GI-2016-15 Interconnection Facilities including Reactive Support at Shortgrass Switching Station

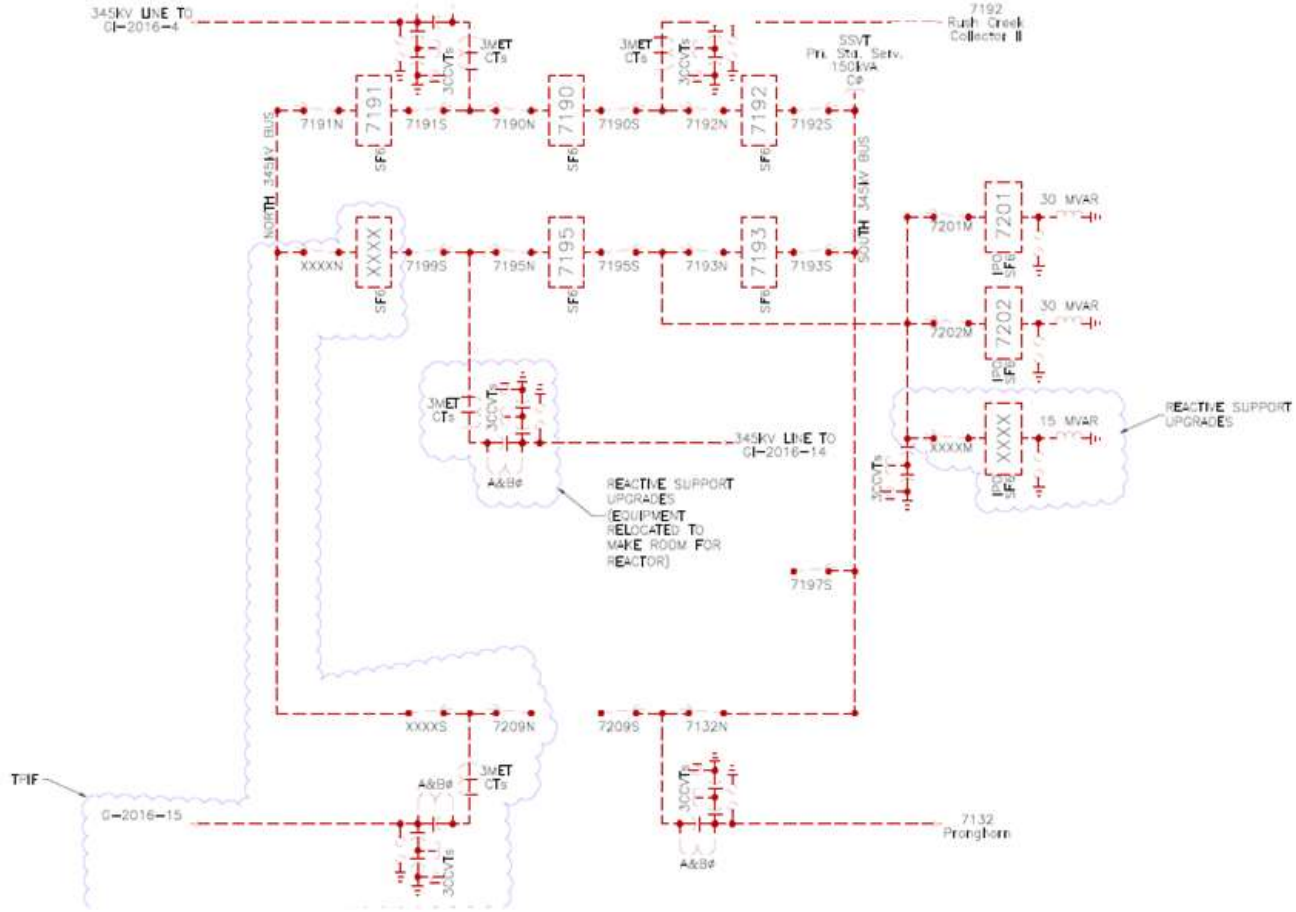


Figure 2: Reactive Support Upgrades at Pronghorn Switching Station

Figure 2: Reactive Support Upgrades at Pronghorn Switching Station

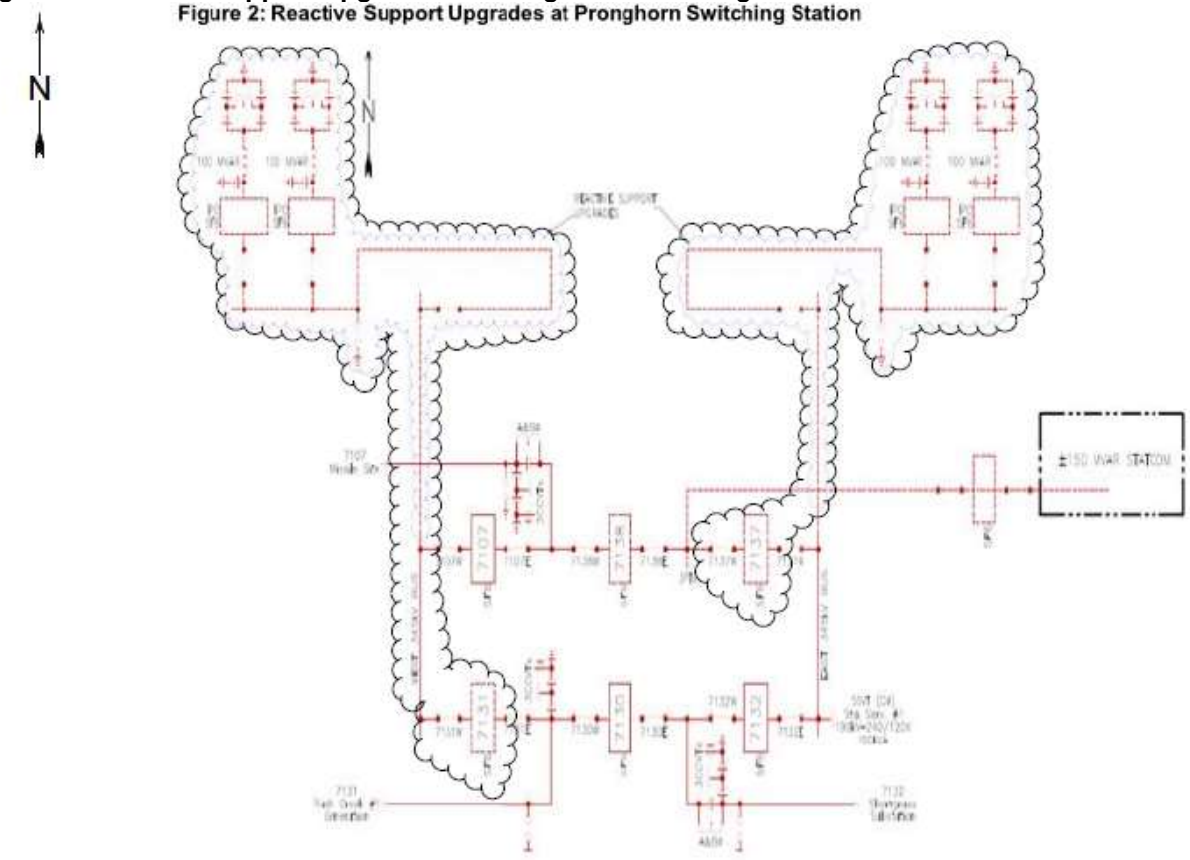
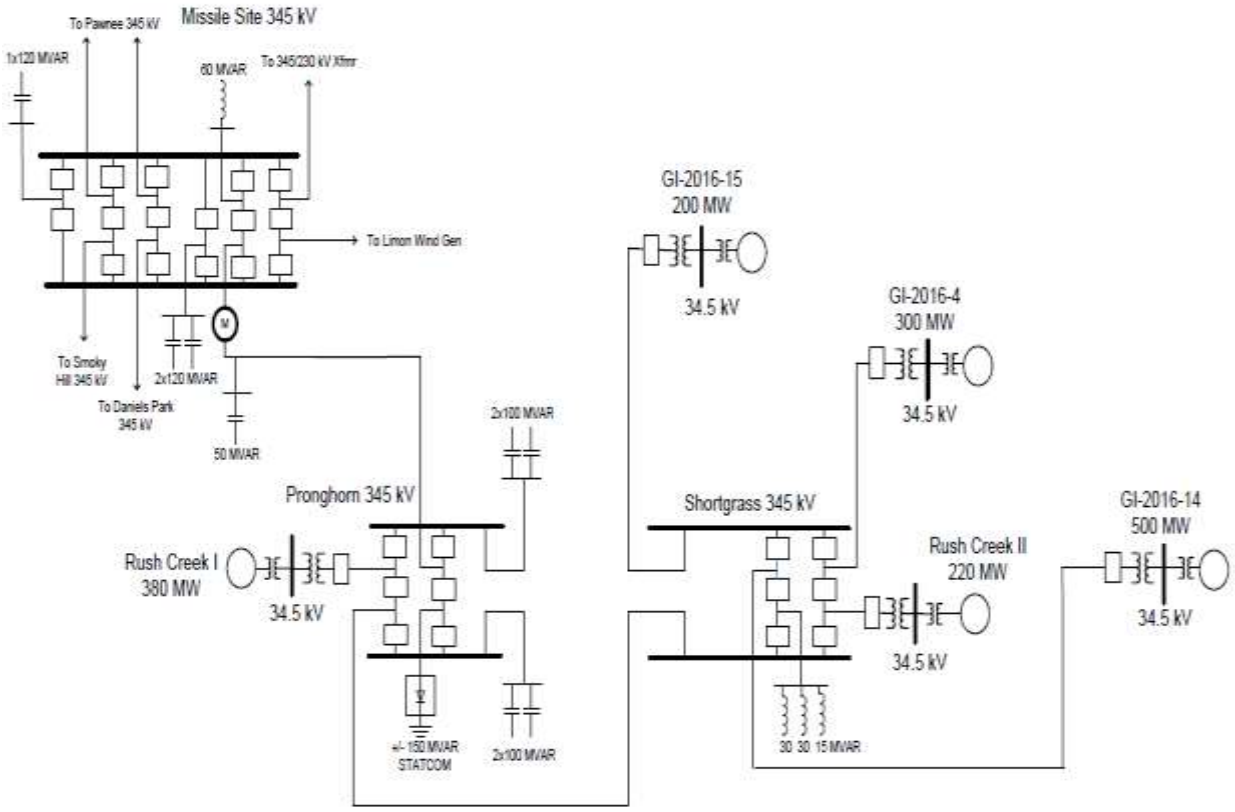


Figure 3 – Simplified diagram of the planned Rush Creek Gen-Tie including GI-2016-15 (does not show all transmission equipment)



Appendix D to LGIA

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E to LGIA

Commercial Operation Date

This Appendix E is a part of the LGIA between Transmission Provider and Interconnection Customer.

[Date]

[Transmission Provider Address]

Re: _____ Large Generating Facility

Dear: _____

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. ___. This letter confirms that [Interconnection Customer] commenced Commercial Operation of Unit No. ___ at the Large Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

Appendix F to LGIA
(Ref. GI-2016-15)

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Juan José González Pozas
Manager
Nereo GC Lincoln LLC
2655 S. Le Jeune Road, Suite # 905
Coral Gables, FL 33134
+34914319994
juan.gonzalez@ngcpartners.com

Billings and Payments:

Transmission Provider:

Manager, System Operations
Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402
303-273-4797
Robert.Staton@xcelenergy.com

Interconnection Customer:

Arancha Úrsula
Controller
Nereo GC Lincoln LLC
Registered address:
3411 Silverside Road
Rodney Building Wilmington
DE 19810 New Castle County USA

Mailing address:
2655 S. Le Jeune Road, Suite # 905
Coral Gables, FL 33134
+34914319994
arancha.ursula@ngcpartners.com

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services, Inc.
612-330-6773 or 612-328-8226 ext. 0
414 Nicollet Mall, 6th Floor
Minneapolis, MN 55401
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Luis Ares
Investment Director
C/ Monte Esquinza 24, 3ºD
28010
Madrid, Spain
luis.ares@ngcpartners.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 LGIA 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. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

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 Transmission Provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), 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.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

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, etc.) 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.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by Transmission Provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be nine (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 (0) 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 executed a Facilities Study Agreement as of the effective date of the Final Rule establishing the reactive power requirements for non-synchronous generators in Article 9.6.1 of this LGIA (Order No. 827).[2] A wind generating plant to

which this provision applies shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if 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. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

[2] If identified in the System Impact Study as necessary to ensure safety or reliability, existing Generating Facilities being upgraded that require a new interconnection request are subject to this reactive power requirement.

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 the wind plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

APPENDIX 6.1 to Revised LGIP

INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT

Appendix G to the LGIA sets forth procedures specific to a wind generating plant. All other requirements of this Revised LGIP continue to apply to wind generating plant interconnections.

A. Special Procedures Applicable to Wind Generators

The wind plant Interconnection Customer, in completing the Interconnection Request required by section 3.4 of this Revised LGIP, may provide to Transmission Provider a set of preliminary electrical design specifications depicting the wind plant as a single equivalent generator. Upon satisfying these and other applicable Interconnection Request conditions, the wind plant may enter the Queue and receive the base case data as provided for in this Revised LGIP.

No later than six months after submitting an Interconnection Request completed in this manner, the wind plant Interconnection Customer must submit completed detailed electrical design specifications and other data (including collector system layout data) needed to allow Transmission Provider to complete the System Impact Study.

APPENDIX H to LGIA
(Ref. GI-2016-15)

TESTING PROCEDURES

200 MW Arriba Wind facility

*NOTE** Performance test period begins upon 1) successful commissioning of all generation equipment and other major electrical equipment to be connected to the Point of Interconnection, 2) SCADA in place, with all points available and active, and 3) Notification to PSCo by owner of readiness to start. 4) Ring-down telephone from Lookout to Generator Operation Center in place to be used for test communications. Test Period ends upon successful completion of all tests.*

Please note that it is expected that this facility shall operate seamlessly with the existing generation connecting to the POI (Missile Site 345kV Substation) via line 7107 (Missile Site to Pronghorn 345kV line). A single voltage controller is expected to coordinate the reactive output of all the facilities connected via 7107 to achieve the desired POI voltage, VAR, or powerfactor setpoint. This facility shall also have the capability to control voltage, VAR output, or powerfactor at the Short Grass substation These tests may be expanded or modified based the final results of any subsequent reactive and control system studies.

Requirement	**Specific Req.**	**Test**	**Pass**	**Conditions**
Coordinated Power Factor/VAR control at Point of Interconnection (POI), which is the Missile Site 345kV Bus, and isolated control at the Short Grass 345kV substation. This facility shall coordinate its reactive output with the reactive output of the other generators injecting power into the same generator tie line while under the control of a common VAR/voltage controller.	Prove power factor/VAR control and limits at various levels.	Maximum leading and lagging reactive power capability at the high side of the GSU.	Exceeding Power Factor ratings of 0.95 shall be considered acceptable. Initial system conditions shall be considered when evaluating the performance of the facility	Full lag and lead PF (0.95 both directions, measured at the high side of the GSU) at 10%–50%, and >90% of rated MW output Voltages within acceptable limits
		Determine maximum leading and lagging reactive power capability at the POI.	Ensure Arriba preforms as defined within the final common VAR/Voltage control methodology. Initial system conditions shall be considered when evaluating the performance	Full lag and lead PF at 10%–50%, and >90% of rated MW output of all facilities connected to line 7107. Voltages within acceptable limits

			of the facility	
		Unity power factor on the connecting line at the Short Grass substation. The power factor or VAR setpoint shall reference the Short Grass substation.	-1 ≤MVARS≤ +1 at the Short Grass substation.	10%–50%, and >90% of rated MW.
		Low output MVAR control on the connecting line at the Short Grass substation.	MVAR ≤ 0 at the Short Grass substation. Report reactive shunts in use, or other source(s) of reactive compensation Demonstrate automatic and manual operation of shunt reactors or other source(s) of reactive compensation adequate to offset transmission line charging	<10% of the rated MW output. The facility shall not be curtailed to achieve a low MW output

		Unity power factor at the POI	-1 ≤MVARS≤ +1 at the POI Ensure Arriba preforms as defined within the final common VAR/Voltage control methodology.	10%–50%, and >90% of rated MW output of all facilities connected to line 7107.
		Low output MVAR control at the POI.	MVAR ≤ 0 at the POI Report reactive shunts in use, or other source(s) of reactive compensation Demonstrate automatic and manual operation of shunt reactors or other source(s) of reactive compensation adequate to offset transmission line charging Ensure Arriba preforms as defined within the final common VAR/Voltage control methodology.	<10% of the rated MW output of all facilities connected to line 7107. The facility shall not be curtailed to achieve a low MW output

	Full line capacitance compensation during zero wind conditions (Demonstrate full reactive power compensation for line/collector capacitance)	Offset VAR output of the connecting line at the Short Grass 345kV substation.	MVAR ≤ 0 at the Short Grass 345kV substation. Report reactive shunts in use, or other source(s) of reactive compensation Demonstrate automatic and manual operation of shunt reactors or other source(s) of reactive compensation adequate to offset transmission line charging	≤ 0 MW output at the Short Grass 345kV substation. The facility shall not be curtailed to achieve zero MW output
Coordinated voltage control at the POI. This facility shall coordinate its reactive output with the reactive output of the other generators injecting power into the same generator tie line while under the control of a common VAR/voltage controller.	Raise/lower setpoint	Series selected at time of test, e.g., "raise 5.0 kV" Increment setpoint by predetermined value (minimum of two steps above and below base voltage)	Proper direction, e.g., raise not lower, as requested, subject to p.f. limits Ensure Arriba preforms as defined within the final common VAR/Voltage control methodology.	>50% of rated MW output from all facilities connected to line 7107.
	Hold voltage setpoint	Setpoint selected at time of test, e.g., 1.01 p.u	Voltage held within +/- 1% as plant is capable, within power factor limits Variability recorded and noted Ensure Arriba	>50% of rated MW output of all facilities connected to line 7107 at start of test period (may drop below during test), up to 6+ hours duration.

			preforms as defined within the final common VAR/Voltage control methodology.	
Voltage control at the Short Grass substation.	Raise/lower setpoint	Series selected at time of test, e.g., "raise 5.0 kV" Increment setpoint by predetermined value (minimum of two steps above and below base voltage)	Proper direction, e.g., raise not lower, as requested, subject to p.f. limits	>50% of rated MW output
	Hold voltage setpoint	Setpoint selected at time of test, e.g., 1.01 p.u	Voltage held within +/- 1% as plant is capable, within power factor limits Variability recorded and noted	>50% of rated MW output at start of test period (may drop below during test), up to 6+ hours duration
Communication	Responsiveness	Provide EMS/SCADA points from plant to Lookout	Verified receipt of points via EMS including MW/MVAR output at the high side of XXXX MPT's (this may be a calculated value), turbine statuses, and other relevant data from the facility	No operational requirement
		Site visit to operations center (most likely a PSCo engineer or manager)	Written summary of how control center works, and first-hand validation. Visit may be waived or delayed at PSCo discretion	No operational requirement
	Physical link	Respond to EMS dispatch signals with change in output (If applicable)	Demonstrate down and up response to AGC signal at Shortgrass provided the system is already	>50% of rated MW output available throughout the test

			curtailed AND there is sufficient wind to reach the AGC setpoint (if applicable)	

Proposed Effective Date: 9/29/2020
Approved Effective Date: 9/29/2020

NOTICE OF CANCELLATION

PROVISIONAL LARGE GENERATOR INTERCONNECTION AGREEMENT (PLGIA)

between

Public Service Company of Colorado,
a Colorado Corporation and wholly-owned subsidiary of
Xcel Energy Inc.

and

Bighorn Solar 1, LLC.,

PROVISIONAL LARGE GENERATOR INTERCONNECTION AGREEMENT (PLGIA)

between

Public Service Company of Colorado,
a Colorado Corporation and wholly-owned subsidiary of
Xcel Energy Inc.

and

Public Service Company of Colorado – Energy Supply

Version 0.0.0

PROVISIONAL LARGE GENERATOR INTERCONNECTION AGREEMENT (PLGIA)

(Applicable to Generating Facilities that exceed 20 MW)

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PROVISIONAL LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS PROVISIONAL LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement" or "PLGIA") is made and entered into this 13th day of October 2020, by and between Public Service Company of Colorado – Energy Supply, a Delaware Limited Liability Company, organized and existing under the laws of the State/Commonwealth of Colorado, ("Interconnection Customer" with a Large Generating Facility), and Xcel Energy Services Inc. ("XES"), a Delaware Corporation on behalf of Public Service Company of Colorado, a Colorado Corporation, organized and existing under the laws of the State/Commonwealth of Colorado, ("Transmission Provider and/or Transmission Owner"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, Transmission Provider operates the Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Transmission Provider have agreed to enter into this Agreement, and where applicable subject to Appendix H for a PLGIA, for the purpose of interconnecting the Large Generating Facility with the Transmission System;

WHEREAS, Interconnection Customer has entered the Definitive Interconnection Study Process, which is the Spring 2020 DISIS Cluster;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Provisional Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider or Interconnection Customer.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the PLGIA.

Breaching Party shall mean a Party that is in Breach of the PLGIA.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. If a requirement due date lands on a Saturday, Sunday or Federal Holiday, the requirement is due the next Business Day.

Cluster shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies

Clustering shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the PLGIA.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by an Applicable NERC Regional Reliability Entity. Control Area shall have the same meaning as Balancing Authority Area as defined by NERC.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the PLGIA.

Definitive Interconnection Study Process ("Definitive Interconnection Study") shall mean the complete definitive study process inclusive of the DISIS Request Window, Customer Engagement Window, Definitive Interconnection System Impact Study, and the Interconnection Facilities Study. Both the Resource Solicitation Cluster and the DISIS Cluster are processed under the Definitive Interconnection Study.

Definitive Interconnection System Impact Study ("DISIS") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of the Transmission System and, if applicable, an Affected System.

Definitive Interconnection System Impact Study Agreement ("DISIS Agreement") shall mean the form of agreement contained in Appendix 2 of the Revised LGIP for conducting the Definitive Interconnection System Impact Study.

Definitive Interconnection System Impact Study Cluster ("DISIS Cluster") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of Transmission System and, if applicable, an Affected System.

DISIS Request Window shall have the meaning set forth in Section 4.2.1 of the Revised LGIP.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean 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 shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service

necessary to 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 the Provisional Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a 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 Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Informational Interconnection Study shall mean an analysis based on assumptions specified by Interconnection Customer in the Informational Interconnection Study Agreement.

Informational Interconnection Study Agreement shall mean the form of agreement contained in Appendix 7 of the Revised LGIP for conducting the Informational Interconnection Study.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission Provider's Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the PLGIA, 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 Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities (e.g. for generator interconnection).

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Interconnection Facilities may be shared by more than one Generating Facility in a Cluster.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Definitive Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the Revised LGIP.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 3 of the Revised LGIP for conducting the Interconnection Facilities Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Revised LGIP, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the PLGIA and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Informational Interconnection Study, the Definitive Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures or Revised LGIP

Interconnection Study Agreement shall mean any of the following agreements: the Informational Interconnection Study Agreement, the Definitive Interconnection System Impact Study Agreement, or the Interconnection Facilities Study Agreement described in the Standard Large Generator Interconnection Procedures or Revised LGIP.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

PLGIA Milestone shall mean milestones provided in Appendix B of this PLGIA

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the PLGIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later or equal Queue Position.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the PLGIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Council or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the PLGIA or its performance.

OASIS shall mean the Transmission Provider's Open Access Same-Time Information System

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Phase ("Phase 1, Phase 2, Phase 3, or Phase 4") shall mean a distinct part of the Definitive Study Process as described in Section 7.

Point of Change of Ownership ("POC") shall mean the point, as set forth in Appendix A to the PLGIA, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the PLGIA, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Provisional Interconnection Service shall mean interconnection service provided by Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

Provisional Large Generator Interconnection Agreement (PLGIA) shall mean the interconnection agreement for Provisional Interconnection Service established between Transmission Provider and/or the Transmission Owner and the Interconnection Customer. This agreement shall take the form of the Large Generator Interconnection Agreement, modified for purposes of providing Provisional Interconnection Service.

Queue shall mean a queue for valid Interconnection Requests for the Definitive Interconnection Study Process.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Interconnection Study Process. The Queue Position is established based upon the date and time Interconnection Customer satisfies all of the requirements of Section 7.2 of the Revised LGIP to enter the Definitive Interconnection Study Process.

Readiness Milestone(s) shall have the meaning set forth in Section 7.7 of the Revised LGIP.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the PLGIA, 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.

Revised LGIP shall mean the Large Generator Interconnection Process.

Resource Plan shall mean any process authorized or required by Applicable Laws and Regulations for, *inter alia*, the selection of Generating Facilities interconnected to the Transmission System of Transmission Provider

Resource Planning Entity shall mean any entity subject to or conducting a Resource Solicitation Process.

Resource Solicitation Cluster shall mean a Cluster Study associated with a Resource Planning Process.

Resource Solicitation Process shall mean any process authorized or required by Applicable Laws and Regulations for the acquisition of Network Resources by an entity interconnected to the Transmission System of Transmission Provider.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Transmission Provider conducted for the purpose of discussing the proposed Interconnection Request, alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to affect such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean the exclusive land right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control shall include the right to develop, construct, operate, and maintain Interconnection Customer's Interconnection Facilities. Site Control may be demonstrated by documentation establishing: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size to construct and operate the Generating Facility and associated Interconnection Customer's Interconnection Facilities; (2) an option to purchase or acquire a leasehold interest in a site of sufficient size to construct and operate the Generating Facility and associated Interconnection Facilities; or (3) any other documentation that clearly demonstrates the right of the Interconnection Customer to exclusively occupy a site of sufficient size to construct and operate the Generating Facility. Site Control for any co-located project is demonstrated by a contract or other agreement demonstrating shared land use for all co-located projects that meet the aforementioned provisions of this Site Control definition.

Small Generating Facility shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that are not a part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone

Network Upgrades and identify them in Appendix A to the PLGIA. If the Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a LGIA, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the LGIA to the extent necessary.

Transmission Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the PLGIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Transmission Provider’s Interconnection Facilities may be shared by more than one Generating Facility in a given Cluster Study.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission 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.

Withdrawal Penalty shall have the meaning set forth in Section 3.7.1 of the Revised LGIP.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date.

This PLGIA 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 PLGIA with FERC upon execution in accordance with Article 3.1, if required. Rejection of the filing by FERC shall deem this PLGIA null and void.

2.2 Term of Agreement.

Subject to the provisions of Article 2.3, this PLGIA shall remain in effect for a period of ten (10) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter. This PLGIA shall terminate upon either (1) the later of the execution of a final pro forma LGIA or the effective date of acceptance of a final LGIA by FERC or (2) the withdrawal of the underlying Interconnection Request if the request is withdrawn prior to execution of a final LGIA.

2.3 Termination Procedures.

2.3.1 Written Notice.

This PLGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation or if the underlying Generation Interconnection Request withdraws from the Queue. This PLGIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the Revised LGIP, including any extension provided thereunder, or, having previously achieved Commercial Operation, 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. When only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the Revised LGIP, including any extension provided thereunder, Transmission Provider shall terminate only that portion of the PLGIA. Notwithstanding the foregoing, in the limited circumstance that the Interconnection Request is served by a Contingent Facility with an in-service date that is later than the Commercial Operation Date permitted under Section 4.4.5 of the Revised LGIP, Transmission Provider shall terminate this PLGIA only for failure to achieve Commercial Operation by ninety (90) Calendar Days after that later in-service date of the Contingent Facility. 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.

2.3.2 Default.
Either Party may terminate this PLGIA 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 PLGIA, which notice has been accepted for filing by FERC.

2.4 Termination Costs.
If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this PLGIA. 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 PLGIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of

materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this PLGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Transmission Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this PLGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.4.4 Transmission Provider shall refund the security provided under Section 10.3 of the Revised LGIP and the Appendices of this PLGIA, including any accumulated interest, if applicable. Notwithstanding the foregoing, prior to remitting such security, plus accumulated interest, Transmission Provider shall offset against such security, and accumulated interest, any unpaid costs or penalties arising out of this Agreement or the Revised LGIP. Monies due the Interconnection Customer shall be remitted within 90 days of termination.

2.4.5 Notwithstanding anything in this Article 2.4, within thirty (30) Calendar Days of termination of this Agreement, Interconnection Customer shall be entitled to refund of the $5,000,000 security deposit which was provided by Interconnection Customer prior to execution of this PLGIA, but only to the extent that all costs due to the Transmission Provider, including the withdrawal penalty, and due to other Interconnection Customers harmed by termination of the PLGIA, have been reimbursed from such security.

2.5 Disconnection.

Upon termination of this PLGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the 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 PLGIA or such non-terminating Party otherwise is responsible for these costs under this PLGIA.

2.6 Survival.

This PLGIA 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 PLGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this PLGIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this PLGIA 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 PLGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this PLGIA, or any amendment thereto, Interconnection Customer 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 Provisional Interconnection Service:

4.1.1 Energy Resource Interconnection Service. [Not Selected under this PLGIA, but ERIS will be selected in the LGIA]

4.1.1.1 The Product.

Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large 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 Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

4.1.1.2 Transmission Delivery Service Implications.

Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an “as available” basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to

do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large 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 Transmission Provider's 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 Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System 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 Upgrades.

4.1.2 Network Resource Interconnection Service. [Not Selected]

4.1.2.1 The Product.

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Attachment A to this PLGIA.

4.1.2.2 Transmission Delivery Service Implications.

Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource

on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large 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 an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, 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.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's 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 Interconnection Customer's Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future

transmission service request for delivery from the Large Generating Facility within Transmission Provider's 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 Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. 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 Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.2 Provision of Service.
Transmission Provider shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

4.3 Performance Standards.
Each Party shall perform all of its obligations under this PLGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this PLGIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the PLGIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service.
The execution of this PLGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's 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 PLGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

5.1 Options.
Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation

Date; and either the Standard Option or Alternate Option set forth below for completion of Transmission Provider's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Provider, the Interconnection Customer shall notify Transmission Provider within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option. [Selected]

Transmission Provider shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, PLGIA Milestones. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option.

If the dates designated by Interconnection Customer are acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities by the designated dates.

If Transmission Provider subsequently fails to complete Transmission Provider'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, PLGIA Milestones; Transmission Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

5.1.3 Option to Build.

Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option.

If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, 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 all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3) If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option),Transmission Provider shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build.

5.2 General Conditions Applicable to Option to Build.

If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Provider;

(2) Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) Prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider;

(5) At any time during construction, Transmission Provider shall have the right to gain unrestricted access to Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Transmission Provider for claims arising from Interconnection Customer's construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Provider;

(10) Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Transmission Provider “as-built” drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Transmission

Provider the agreed upon amount of [$ PLACEHOLDER] for Transmission Provider to execute the responsibilities enumerated to Transmission Provider under Article 5.2. Transmission Provider shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

5.3 Liquidated Damages.

The actual damages to Interconnection Customer, in the event Transmission Provider's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Provider to Interconnection Customer in the event that Transmission Provider does not complete any portion of Transmission Provider'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 Transmission Provider's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades for which Transmission Provider has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this PLGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Transmission Provider's delay; (2) Transmission Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into an PLGIA with Transmission Provider or any cause beyond Transmission Provider's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers.

The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators.

5.5 Equipment Procurement.

If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;

5.5.2 Transmission Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, PLGIA Milestones; and

5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, PLGIA Milestones.

5.6 Construction Commencement.

Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;

5.6.3 Transmission Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, PLGIA Milestones; and

5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, PLGIA Milestones.

5.7 Work Progress.

The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.

5.8 Information Exchange.

As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission Provider's Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Other Interconnection Options

5.9.1 Limited Operation.

If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large 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 Large Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this PLGIA. Transmission Provider shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.9.2 Provisional Interconnection Service. [Selected]

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities Transmission Provider may execute a Provisional Large Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Large Generator Interconnection Agreement with the Interconnection Customer for limited Interconnection Service at the discretion of Transmission Provider based upon an evaluation that will consider the results of available studies. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission System. Transmission Provider shall determine whether any Interconnection Facilities,

Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of Interconnection Service from the Generating Facility. Where available studies indicate that such, Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Large Generator Interconnection Agreement shall be reviewed quarterly and updated if there are changes to system conditions compared to the system conditions previously used to determine of the maximum permissible output. Any necessary study is conducted at the Interconnection Customer's expense. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Large Generator Interconnection Agreement and the Large Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

5.10 Interconnection Customer's Interconnection Facilities ("ICIF").
Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications.
Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Provider at least one-hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Provider's Review.
Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, 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.

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 "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Interconnection Customer shall provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Provider's Interconnection Facilities Construction.

Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one-hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities [include appropriate drawings and relay diagrams]. Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights.

Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Transmission System; (ii) operate and maintain the Large 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 PLGIA. 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 Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network 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 Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Early Construction of Base Case Facilities.

Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension.

Interconnection Customer reserves the right, upon written notice to Transmission Provider, to suspend at any time all work by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this PLGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has incurred pursuant to this PLGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this PLGIA pursuant to this Article 5.16, and has not requested Transmission Provider to recommence the work required under this PLGIA on or before the expiration of three (3) years following commencement of such suspension, this PLGIA 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.

5.16.1 Effect of Missed Interconnection Customer PLGIA 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 PLGIA Milestone provided in Appendix B ("PLGIA Milestone"), this constitutes a Breach under this PLGIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, Transmission Provider's PLGIA 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 PLGIA Milestones.

5.16.2 Effect of Suspension; Parties Obligations.
In the event that Interconnection Customer suspends work pursuant to this Article 5.16, the applicable construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension. Should Interconnection Customer thereafter request that work be recommenced, Appendix A and Appendix B may be revised to account for construction sequencing and modified milestones. If the Commercial Operation Date is extended beyond three (3) cumulative years described in Section 4.4.5 of the Revised LGIP and Article 2.3.1 of this PLGIA, such an extension may be considered a Material Modification and result in the termination of the PLGIA under Article 2.3.1. Interconnection Customer is required to maintain Site Control while this PLGIA is in effect, including during suspension.

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 Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants.

In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Provider for Transmission Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than a 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 Provider's request, Interconnection Customer shall provide Transmission Provider with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Provider represents and covenants that the cost of Transmission Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider.

Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Interconnection Customer to Transmission Provider under this PLGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

Transmission Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this PLGIA unless (i) Transmission Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report payments or property as income subject to taxation; provided, however, that Transmission Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30)

Calendar Days of receiving written notification from Transmission Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten-year testing period and the applicable statute of limitation, as it may be extended by Transmission Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount.

Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this PLGIA (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 Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider'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 Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this PLGIA 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 Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request. Transmission Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events.

If, within ten (10) years from the date on which the relevant Transmission Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this PLGIA terminates and Transmission Provider retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests.

In the event any Governmental Authority determines that Transmission Provider's receipt of payments or property constitutes income that is subject to taxation, Transmission Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining

written advice from nationally-recognized tax counsel, selected by Transmission Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Provider for the tax at issue in the contest.

5.17.8 Refund.

In the event that (a) a private letter ruling is issued to Transmission Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this PLGIA 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 Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this PLGIA is not taxable to Transmission Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Provider are not subject to federal income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Provider pursuant to this PLGIA, Transmission Provider shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amount paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes

(including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Interconnection Facilities. The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities 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 Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this PLGIA. Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider.

5.17.10 Transmission Owners Who Are Not Transmission Providers.

If Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this PLGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of Transmission Provider under this Article 5.17 of this PLGIA.

5.18 Tax Status.

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this PLGIA is intended to adversely affect any Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General.

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, 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 System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards.

Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed, and operated in accordance with this PLGIA and Good Utility Practice.

5.19.3 Modification Costs.

Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Testing and Inspection

6.1 Pre-Commercial Operation Date Testing and Modifications.

Prior to the Commercial Operation Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

6.2 Post-Commercial Operation Date Testing and Modifications.

Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 Right to Observe Testing.

Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

6.4 Right to Inspect.

Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this PLGIA.

Article 7. Metering

7.1 General.

Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment at the Point of Interconnection prior to any operation of the Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at Transmission Provider's option, compensated to, the Point of Interconnection. Transmission Provider shall provide

metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

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 Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this PLGIA, 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 or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 Standards.

Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment.

Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

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 one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

Article 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 Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data

8.2 Remote Terminal Unit.

Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by 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 Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation.

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

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, at a minimum, will be required to provide the Transmission Provider with

site-specific meteorological data including: manufacturer, model, and year of all wind turbines and meteorological instrumentation, latitude, longitude and hub height at every wind turbine and meteorological tower, real-time data including turbine generation (kW), wind speed (mph), turbine availability, wind direction (in degrees relative to true north), temperature (Celsius and F), pressure (mb), air density and turbine manufacturer power curve. The information provided shall be refreshed in approximately four-ten (4-10) second intervals with regard to its generation of Renewable Energy at the Facility.

The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model and year of all panels, inverters and meteorological instrumentation, latitude and longitude of the center of the solar panels for every inverter and every meteorological tower, real-time data including inverter generation (kW), inverter availability, direct normal solar insolation (solar intensity), temperature, barometric pressure, wind speed (mph), wind direction (degrees relative to true north) and solar panel manufacturer power curve. The information provided shall be refreshed as frequently as allowed by the SCADA System, not to exceed sixty (60) second intervals.

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. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this PLGIA, as they may change from time to time.

Article 9. Operations

9.1 **General**. Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 **Control Area Notification**. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider in writing of the Control Area in which the Large Generating Facility will be located. If Interconnection Customer elects to locate the Large Generating Facility in a Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do

so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this PLGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area.

9.3 Transmission Provider Obligations. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this PLGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this PLGIA and Transmission Provider'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 Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this PLGIA. Interconnection Customer shall operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this PLGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this PLGIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Large Generating Facility to Transmission Provider's Transmission System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Large 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 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] This requirement also applies to existing non-synchronous generators making upgrades that require a new Generator Interconnection Agreement where the System Impact Study shows the need for reactive power as a result of an upgrade.

[1] The effective date of Order 827 is October 14, 2016.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area 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) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

9.6.2.1 Voltage Regulators.

Whenever the Large Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its voltage regulators in automatic operation. If the Large Generating Facility's 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 Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady

state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power.

Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility when Transmission Provider requests Interconnection Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9.6.4 Primary Frequency Response.

Interconnection Customer shall ensure the primary frequency response capability of its Large Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Large Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Large Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Large Generating Facility’s real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Large Generating Facility’s

real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Large Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Interconnection Customer shall operate the Large Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

9.6.4.1 Governor or Equivalent Controls.

Whenever the Large Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Large Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Large Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Large Generating Facility's governor or equivalent controls to a minimum whenever the Large Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response.

Interconnection Customer shall ensure that the Large Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Large Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Large Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions.

Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Article 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources.

Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its PLGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency

deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination.
Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2 Outage Schedules.

Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration.

If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service.

If required by Good Utility Practice to do so, 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 System;

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 and Transmission Provider; and

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions.

The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure “ride through” capability of the Transmission System. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with 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 and over-frequency conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection

Facilities as a part of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Provider's Interconnection Facilities or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated

9.7.5 Requirements for Protection.

In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be

unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Large Generating Facility.

9.7.6 Power Quality.

Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

9.8 Switching and Tagging Rules.

Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities.

Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users.

If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and

Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange.

The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Provider's 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 Provider Obligations.

Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this PLGIA.

10.2 Interconnection Customer Obligations.

Interconnection Customer shall maintain the Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this PLGIA.

10.3 Coordination.

The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems.

Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses.

Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation,

maintenance, repair and replacement of Transmission Provider's Interconnection Facilities.

Article 11. Performance Obligation.

11.1 Interconnection Customer Interconnection Facilities.
Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

11.2 Transmission Provider's Interconnection Facilities.
Transmission Provider or Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades.
Transmission Provider or Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Provider or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades.
Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Transmission Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date of any cash payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Transmission Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Provider and

Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Large Generating Facility fails to achieve Commercial Operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Transmission Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 Special Provisions for Affected Systems.
Unless Transmission Provider provides, under the PLGIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3 Notwithstanding any other provision of this PLGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Large Generating Facility.

11.5 Provision of Security.
At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider 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 costs for constructing, procuring and installing the

applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes. Security is also required for Provisional Interconnection Service, where the additional security is associated with the potential (1) increased interconnection costs identified through the full interconnection study and (2) costs if the Interconnection Customer does not complete the full interconnection process. Additional security required for Provisional Interconnection Service is $5,000,000.

In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, 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.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date, such date to be no earlier than one year after the Commercial Operation Date set forth in Appendix B, PLGIA Milestones.

11.6 Interconnection Customer Compensation.

If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this PLGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this PLGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.

Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice.

12.1 General.

Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this PLGIA, 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 months after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment.

Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this PLGIA. If Interconnection Customer has not paid the final invoice following a withdrawal within thirty (30) Calendar Days, Transmission Provider shall draw upon the security provided under this PLGIA to settle all accounts, which shall include any offsets of amounts due and owing by Transmission Provider. After the final invoice is paid and all accounts are settled, Transmission Provider shall refund all remaining security.

12.4 Disputes.

In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this PLGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with

interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii)

Article 13. Emergencies

13.1 Definition.

Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; (ii) that, in the case of 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, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this PLGIA to possess black start capability.

13.2 Obligations.

Each Party shall comply with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice.

Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action.

Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

13.5.1 General.

Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection.

Transmission Provider may reduce Interconnection Service or disconnect the Large Generating Facility or Interconnection Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's 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 using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority.

Consistent with Good Utility Practice and the PLGIA and the Revised LGIP, Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability.

Except as otherwise provided in Article 11.6.1 of this PLGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements.

Each Party's obligations under this PLGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this PLGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this PLGIA 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 PLGIA 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 PLGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be

effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this PLGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments.

Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice.
Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice.
Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Force Majeure

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 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 PLGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate.

If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this PLGIA 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 PLGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this PLGIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity.

The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this PLGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Person.

If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party.

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified

Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures.

Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages.

Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this PLGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another

agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance.

Each party shall, at its own expense, maintain in force throughout the period of this PLGIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees **(“**Other Party Group**”)** as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this PLGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain

provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this PLGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this PLGIA.

18.3.9 Within ten (10) Calendar Days following execution of this PLGIA, 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, each Party shall provide certification of all insurance required in this PLGIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 In addition to the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. In the event that a Party is permitted to self-insure pursuant to this article, it shall certify to the other Party with a letter of self-insurance that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this PLGIA.

Article 19. Assignment

19.1 Assignment.

This PLGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this PLGIA 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 PLGIA; and provided further that Interconnection Customer shall have the

right to assign this PLGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large 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 the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this PLGIA 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 PLGIA 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 PLGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1)

Article 21. Comparability

21.1 Comparability.
The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1 Confidentiality.
Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of this PLGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate

Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term.

During the term of this PLGIA, and for a period of three (3) years after the expiration or termination of this PLGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope.

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this PLGIA; or (6) is required, in accordance with Article 22.1.7 of the PLGIA, 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 PLGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this PLGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights.

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties.

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care.

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this PLGIA or its regulatory requirements.

22.1.7 Order of Disclosure.

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this PLGIA. 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 PLGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies.

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants

contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State.
Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this PLGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this PLGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the PLGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this PLGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this PLGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

23.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events**.**

Article 24. Information Requirements

24.1 Information Acquisition.
Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 Information Submission by Transmission Provider.
The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer.
The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one-hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the Revised LGIP. Interconnection Customer shall also include any additional information provided to Transmission Provider for the Definitive Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to 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 Transmission Provider Transmission System based on the actual data submitted pursuant to this

Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation.

Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

25.1 Information Access.

Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this PLGIA; and (ii) carry out its obligations and responsibilities under this PLGIA. 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 PLGIA.

25.2 Reporting of Non-Force Majeure Events.

Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this PLGIA for a reason

other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this PLGIA.

25.3 Audit Rights.

Subject to the requirements of confidentiality under Article 22 of this PLGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this PLGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this PLGIA. 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 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records.

Accounts and records related to either Party's performance or satisfaction of all obligations under this PLGIA 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 other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

26.1 General.

Nothing in this PLGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this PLGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this PLGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this PLGIA. 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 Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this PLGIA. Any applicable obligation imposed by this PLGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance.

The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

27.1 Submission.

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this PLGIA or its performance, such Party (the “disputing Party”) shall provide the other Party with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this PLGIA.

27.2 External Arbitration Procedures.

Any arbitration initiated under this PLGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall

not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions.

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this PLGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs.

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one-half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

28.1 General.

Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing.

Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this PLGIA 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 PLGIA.

28.1.2 Authority.

Such Party has the right, power and authority to enter into this PLGIA, to become a Party hereto and to perform its obligations hereunder. This PLGIA 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 PLGIA 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 PLGIA 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 PLGIA, and it will provide to any Governmental Authority notice of any actions under this PLGIA that are required by Applicable Laws and Regulations

Article 29. Joint Operating Committee

29.1 Joint Operating Committee.
Except in the case of ISOs and RTOs, Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this PLGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the interconnection of the Large Generating Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect.
This PLGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 Conflicts.
In the event of a conflict between the body of this PLGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this PLGIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation.
This PLGIA, 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 PLGIA, 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 PLGIA), 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 PLGIA or such Appendix to this PLGIA, or such Section to the Revised LGIP or such Appendix to the Revised LGIP, as the case may be; (6) ”hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this PLGIA 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 PLGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this PLGIA. 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 PLGIA.

30.5 No Third Party Beneficiaries.

This PLGIA 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 PLGIA to insist, on any occasion, upon strict performance of any provision of this PLGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this PLGIA 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 PLGIA. Termination or Default of this PLGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this PLGIA shall, if requested, be provided in writing.

30.7 Headings.

The descriptive headings of the various Articles of this PLGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this PLGIA.

30.8 Multiple Counterparts.

This PLGIA 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 PLGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties.

The Parties may by mutual agreement amend the Appendices to this PLGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this PLGIA 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 PLGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable

provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this PLGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this PLGIA 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 PLGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

IN WITNESS WHEREOF, the Parties have executed this PLGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Public Service Company of Colorado

By: */s/ Michael G. Lamb*
Michael G. Lamb

Title: Senior Vice President, Transmission

Date: 10/13/2020

Public Service Company of Colorado – Energy Supply

By: */s/ Nicholas J. Detmer*
Nicholas J. Detmer
Title: Director, Market Operations and Analytics,
Xcel Energy Services Inc. as Agent for
Public Service Company of Colorado

Date: 10/6/2020

Appendix A to PLGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Description of Generating Facility

The Generating Facility is an 18 MW (summer) and a 24 MW (winter) incremental increase in capacity in the output of the existing Fort Saint Vrain #4 Combustion Turbine Generator located in Weld County, Colorado.

A. Description of Interconnection Facilities, Network Upgrades and Distribution Upgrades

2. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

N/A

The Interconnection Customer is responsible to register their facility in accordance with any governing rules, including NERC's Rules of Procedure, and thereafter, to comply with the requirements applicable to the functions for which the Generator registers, unless otherwise agreed to and permitted by the NERC Rules of Procedure or other NERC guidance

(b) Transmission Provider's Interconnection Facilities for Provisional Interconnection Service:

Facilities listed below are for Provisional Interconnection Service and additional or different Transmission Provider's Interconnection Facilities may be identified and required as part of the full interconnection study.

Table 1: Transmission Provider's Interconnection Facilities for Provisional Interconnection Service

Element	Description	Cost Est. (Millions)
Existing Fort Saint Vrain Substation POI	Interconnect PI-2020-1 Generating Facility. The new equipment includes: • testing of communications, relays	$0.05
	Transmission line tap into substation:	0

	Siting and Land Rights support for siting studies, land and ROW acquisition and construction	0
	Total Cost Estimate for Transmission Providers Interconnection Facilities	**$0.05**
Time Frame	**Site, design, procure and construct**	**12 Months**

2. Network Upgrades Required for Provisional Interconnection Service:

Facilities listed below are for Provisional Interconnection Service and additional or different Network Upgrades may be identified and required as part of the full interconnection study.

Table 2: Network Upgrades required for Interconnection for Provisional Interconnection Service

Element	Description	Cost Est. (Millions)
N/A	N/A	0
	Siting and Land Rights support for substation construction	0
	Total Cost Estimate for Network Upgrades for Interconnection	**0**
Time Frame	**Site, design, procure and construct**	**N/A**

B. Financial, Ownership, Construction and Operating Responsibilities for Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

- Owned by Interconnection Customer
- Designed, procured, constructed, and installed by Interconnection Customer
- Construction funded by Interconnection Customer
- Operated by Interconnection Customer
- Operation and Maintenance funded by Interconnection Customer

(b) Transmission Provider's Interconnection Facilities:

- Owned by Transmission Provider

- Designed, procured, constructed and installed by Transmission Provider
- Construction funded by Interconnection Customer
- Operation and Maintenance funded by Interconnection Customer pursuant to Article 10.5 of this PLGIA and Schedule 18 of the Xcel Energy Tariff.
- Operated by Transmission Provider

2. Network Upgrades:

- Owned by Transmission Provider
- Designed, procured, constructed, and installed by Transmission Provider
- Construction funded by Interconnection Customer. The Transmission Provider shall repay the Transmission Customer plus interest according to Section 11.4.
- Operated by Transmission Provider
- Operation and Maintenance funded by Transmission Provider

3. Distribution Upgrades

- None

C. Interconnection Customer's Payment for Transmission Provider's Interconnection Facilities and Network Upgrades

Coincident with the delivery by Interconnection Customer to Transmission Provider of the written authorization to proceed with design and procurement of facilities, Interconnection Customer will provide to Transmission Provider cash in the amount of $50,000 to cover the estimated costs of Transmission Provider's Interconnection Facilities. Upon completion of construction of Transmission Provider's Interconnection Facilities, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities pursuant to Article 12.2 of the PLGIA. If total costs for the Transmission Provider's Interconnection Facilities are less than $50,000, the remaining balance of the account will be returned to Interconnection Customer by Transmission Provider without interest within thirty (30) calendar days of receipt of Transmission Provider's final invoice. If total costs are more than $50,000, Interconnection Customer will pay Transmission Provider the difference between the total costs set forth in the final invoice and $50,000 (without interest) within thirty (30) calendar days after receiving demand therefore.

Additional Network Upgrades required for interconnection may be identified when the final Interconnection Studies are complete. Such facilities shall be described in the final LGIA.

Cost Estimate Assumptions

- A level of accuracy of ±20% is specified for Appropriation Level cost estimates.
- Labor is estimated for straight time only – no overtime included.
- The POI is existing and metered, so no costs for retail load metering are included in these estimates.
- PSCo (or its Contractor) crews will perform all construction, wiring, testing and commissioning for PSCo owned and maintained facilities.
- Breaker duty study determined that no breaker replacements are needed in neighboring substations.
- Existing Power Quality Metering (PQM) is adequate.
- Existing Load Frequency/Automated Generation Control (LF/AGC) RTU is adequate.

Proposed Effective Date: 10/17/2020

Approved Effective Date: 10/17/2020

Appendix B to PLGIA

PLGIA Milestones

PLGIA Milestones for Provisional Interconnection

	Action	Responsible Party	Estimated Completion Date
1.	Provide letter of credit or cash in the amount of $5,000,000 subject to the third paragraph of Appendix I attached to this PLGIA.	Interconnection Customer	Prior to full execution of this PLGIA
2.	Provide written authorization to proceed with construction of Transmission Provider's Interconnection Facilities – Construction Authorization under Article 5.6.3	Interconnection Customer	Prior to full execution of this PLGIA
3.	Provide cash of $50,000 for design, procurement & Construction of Transmission Provider Interconnection Facilities to be constructed by Transmission Provider.	Interconnection Customer	Prior to full execution of this PLGIA
4.	Reasonable evidence to be provided per Section 10.3 of LGIP: One or more milestones in the development of the Large Generating Facility at the IC election, has been achieved; (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility (not available for wind of solar resources); (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility (not available for wind or solar resources); (iii) execution of a contract for the engineering for, procurement of major equipment for , or construction of, the Large Generating Facility; (iv) execution of a contract (or comparable evidence) for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an	Interconnection Customer	Prior to execution of this PLGIA

	Action	Responsible Party	Estimated Completion Date
	air, water, or land use permit.		
5.	Place order for replacement rotor from manufacturer	Interconnection Customer	3/1/2019
6.	Rotor delivered to the site	Interconnection Customer	2/29/2020
7.	Existing unit shutdown to begin disassembly, cleaning, and inspection	Interconnection Customer	9/18/2020
8.	Begin reassembly	Interconnection Customer	9/21/2020
9.	Install rotor	Interconnection Customer	10/8/2020
10.	Generating unit mechanical completion	Interconnection Customer	10/25/2020
11.	In-Service Date for Transmission Provider Interconnection Facilities and Network Upgrades required for interconnection	Transmission Provider	9/30/2020
12.	In-Service Date & Energization of Interconnection Customer's Interconnection Facilities	Interconnection Customer	10/02/2020
13.	Initial Synchronization Date	Interconnection Customer	11/3/2020
14.	Interconnection Customer-Transmission Provider meeting to discuss Interconnection Agreement testing requirements	Interconnection Customer and Transmission Provider	Completed
15.	Begin trial operation & testing	Interconnection Customer & Transmission Provider	11/3/2020
16.	Commercial Operation Date	Interconnection Customer	11/15/2020
17.	Final accounting of costs incurred by Transmission Provider for construction of Transmission Provider Interconnection Facilities; refund overpayment, if any, of estimated costs	Transmission Provider	2/1/2021

Appendix C to PLGIA

Interconnection Details

Large Generating Facility: The Generating Facility is an 18 MW (summer) and a 24 MW (winter) incremental increase in capacity in the output of the existing Fort Saint Vrain #4 Combustion Turbine Generator located in Weld County, Colorado.

Requirement for Dynamic Voltage Support at Large Generating Facility: Interconnection Customer is required to have dynamic voltage control and maintain the voltage specified by the Transmission Operator within the limitation of +/− 0.95 power factor at the high side of the step-up transformer, as long as the generating plant is on-line and producing power.

The Point of Interconnection (POI): referring to the one line diagram below, the POI is the 230kV bus on the Transmission Provider's side of the Unit #4 meter in the Transmission Provider's Fort St. Vrain Substation.

The Point of Change of Ownership (PCO): referring to the one line diagram below, the PCO is the GSU #4 Transformer in the Fort Saint Vrain Substation.

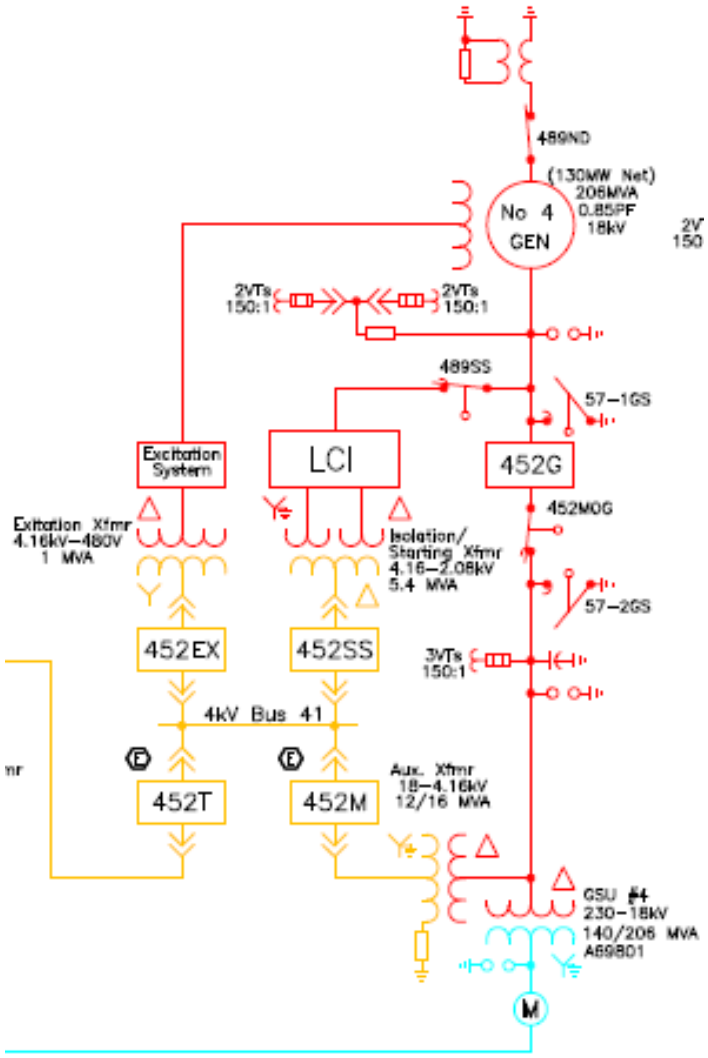
Interconnection Facilities: See Appendix A for details regarding the facilities required for interconnecting the Large Generating Facility with the Transmission Provider's network.

Communication: Interconnection Customer will provide and maintain a dedicated, ring-down voice communication circuit between the Transmission Provider's Control Center (Lookout) and the Large Generating Facility operator. The Large Generating Facility operator is a 24/7 operator with full visibility and control of the entire Large Generating Facility. The Large Generating Facility operator will have sufficient training and authority to operate the plant independently, and as directed by the Transmission System operator to maintain transmission system reliability.

Interconnection Guidelines: The Interconnection Customer will comply with the Interconnection Guidelines For Transmission Interconnected Producer-Owned Generation Greater Than 20 MW, as amended from time to time, and available at:

https://www.transmission.xcelenergy.com/staticfiles/microsites/Transmission/Files/PDF/Interconnection/Interconnections-POL-TransmissionInterconnectionGuidelineGreat20MW.pdf

One-line for Interconnection Facilities and Network Upgrades to provide Provisional Interconnection Service



Appendix D to PLGIA

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E to PLGIA

Commercial Operation Date

This Appendix E is a part of the PLGIA between Transmission Provider and Interconnection Customer.

[Date]

Transmission Account Representative
Xcel Energy
P.O. Box 1078
Golden, CO 80402-1078

Re: PI-2020-1 Provisional Large Generating Facility

Dear: _____

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. ___. This letter confirms that [Interconnection Customer] commenced Commercial Operation of Unit No. ___ at the Large Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

Appendix F to PLGIA

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Plant Director
Fort St Vrain Station
16805 Weld County Road 19 ½
Platteville, CO 80651
970-336-2013
Mark.a.maes@xcelenergy.com

Billings and Payments:

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services, Inc.
612-330-6773 or 612-328-8226 ext. 0
414 Nicollet Mall, 6th Floor
Minneapolis, MN 55401
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Plant Director
Fort St Vrain Station
16805 Weld County Road 19 ½
Platteville, CO 80651
970-336-2013
Mark.a.maes@xcelenergy.com

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

Manager, System Operations
Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402
303-273-4797
Robert.Staton@xcelenergy.com

Interconnection Customer:

Plant Director
Fort St Vrain Station
16805 Weld County Road 19 ½
Platteville, CO 80651
970-336-2013
Mark.a.maes@xcelenergy.com

APPENDIX G

Reserved for Future Use

APPENDIX H to PLGIA (Ref. GI-2020-05)

TESTING PROCEDURES

Fort Saint Vrain Unit #4 143 MW (Summer)/169 MW (Winter) Gas Generation

*NOTE** Performance test period begins upon 1) successful commissioning of all generation equipment and other major electrical equipment to be connected to the Point of Interconnection, 2) SCADA in place, with all points available and active, and 3) Notification to PSCo by owner of readiness to start. 4) Ring-down telephone from Lookout to Generator Operation Center in place to be used for test communications. Test Period ends upon successful completion of all tests.*

Any of the following tests may be waived at the discretion of PSCo Real Time Planning.

Requirement	**Specific Req.**	**Test**	**Pass**	**Conditions**
Power Factor control at Point of Interconnection (POI), which is the Fort Saint Vrain 230kV Bus.	Prove power factor control and limits at various levels	Maximum leading and lagging reactive power capability at the POI Unity power factor at POI (within ±1 MVARs on average).	Variability recorded and noted	Full lag and lead PF (0.95 both directions, measured at the POI) and unity PF at 0%, 50%, and 100% of rated MW output. VAR consumption or production of the each unit may be considered when testing (e.g., Unit 4 may be tested at full lagging output while units 2 and 3 are in the lead).
Voltage control at POI	Raise/lower setpoint	Series selected at time of test, e.g., "raise 5.0 kV" Increment setpoint by predetermined value (minimum of two steps above and below base voltage)	Proper direction, e.g., raise not lower, as requested, subject to p.f. limits	100% of rated MW output.

	Hold voltage setpoint	Setpoint selected at time of test, e.g., 1.01 p.u.	Voltage held within +/- 1% as plant is capable, variability recorded and noted	100% of rated MW output, up to 6+ hours duration.
Communication	Responsiveness	Series of reasonable requests, e.g., "switch to voltage control mode", "reduce output to XX MW."	Professional, prompt (within one minute) response, accurate and complete. 100% compliance for one week.	0-100% of rated MW output
	Physical link	Documented dedicated circuit between Lookout & Generator Operating center	Documentation submitted prior to operational testing.	No operational requirement
		Site visit to operations center (most likely a PSCo engineer or manager)	Written summary of how control center works, and first-hand validation. Visit may be waived or delayed at PSCo discretion.	No operational requirement
		Provide EMS/SCADA points from plant to Lookout	Verified receipt of points via EMS including MW/MVAR output at POI and other relevant data	No operational requirement
		Respond to EMS dispatch signals with change in output (adequate response at PSCo discretion)	Demonstrate response to AGC signal at POI	100% of rated MW output

APPENDIX I

INTERCONNECTION REQUIREMENTS FOR PROVISIONAL PLGIA

Provisional Agreement

This PLGIA for limited operation is provided to Interconnection Customer at Interconnection Customer's request and at the discretion of Transmission Provider based upon the results of the as available Provisional Interconnection Study for PI-2020-1. Interconnection Customer has requested that Transmission Provider provide the Interconnection Customer with a PLGIA that limits the transfer of energy by Interconnection Customer commensurate with that allowed for Provisional Interconnection Service.

Interconnection Customer is requesting to use this PLGIA to interconnect generation prior to the completion of the full interconnection study process. Interconnection Customer may use this Provisional Interconnection Agreement to partially satisfy Readiness Milestones required as part of the full interconnection process. Interconnection Customer agrees it is ready to move forward with Interconnection Service and commits to construct its Generation Facility as part of this PLGIA. Interconnection Customer has requested ERIS for its interconnection request and has entered into the Definitive Interconnection Study Process.

The potential Network upgrades that may be identified in the full interconnection process is estimated to be $5,000,000. Interconnection Customer has made a security deposit with Transmission Provider, in the form of Letter of Credit or cash in the amount of $5,000,000 to satisfy the additional security requirements of this PLGIA (see Article 11.5).

Interconnection Customer represents that the 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 will be 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 or will be performed for the Generating Facility prior to Commercial Operation. Interconnection Customer shall meet any additional requirements (including reactive power requirements) pursuant to the results of applicable future Interconnection 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 Operating Limits prescribed in a future, if applicable, operating guide.

Requirement to Procure Transmission Service

This PLGIA does not confer Transmission Service. Interconnection Customer must procure Transmission Service on the PSCo Transmission System before producing energy. Producing energy above reserved Transmission Service will be deemed as unauthorized use of the transmission system and subject to provisions in this Tariff surrounding such unauthorized use and may result in disconnection of the Generating Facility.

Interim Operating Limits Determination

For purposes of Provisional Interconnection Service to the Generating Facility, the maximum permissible output of the Generating Facility ("Operating Limits") in the PLGIA will be reviewed quarterly and updated if there are changes to the system conditions compared to the system conditions previously used to determine the Operating Limits. The Operating Limits will be determined by finding the maximum available transfer limit out of the study region. Operation above those limits 1) 1) may be deemed a Breach of this PLGIA that results in termination of this PLGIA, 2) may result in Transmission Provider disconnecting the Generation Facility from the Transmission Provider's System, and 3) will be deemed as unauthorized use of the transmission system and subject to provisions in this Tariff surrounding such unauthorized use. Interconnection Customers subject to Operating Limits shall be responsible for the cost of performing the required studies to determine Operating Limits. If a study is required, Interconnection Customers shall submit an Operating Limit study deposit in the amount of $2,000 within thirty (30) Calendar Days after PSCo has provided written notice to Interconnection Customer that it will conduct a study of the Operating Limits. Any difference between the study deposit and the actual cost of the applicable Operating Limit studies shall be paid by, or refunded to, the Interconnection Customer following completion of the study and within thirty (30) Calendar Days of written notice by Transmission Provider stating the calculation of those amounts. Failure to pay any difference between the calculated study costs and the initially paid deposit within thirty (30) Calendar Days of the written notice provided by the other Party shall be deemed a Breach of this PLGIA subject to the provisions of Article 17.

Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Standard Large Generator Interconnection Agreement including, but not limited to, change in output limits and future Network Upgrade cost responsibilities. Interconnection Service may be interrupted in order to construct additional facilities.

Interconnection Customer shall only operate in generating mode and shall not operate in load mode (i.e. charge from the grid) under the terms of this Provisional Interconnection Agreement.

Interim Operating Guide

Implementation of an interim operating guide, if applicable, that sets forth conditional Interconnection Service for the Interconnection Customer's operation of the Generating Facility until planned Network Upgrades or Interconnection Facilities are constructed will constitute an interim solution agreeable by the Transmission Provider. Any interim operating guide will be subject to the approval of the Transmission Provider. Minimum requirements for an interim operating guide are set forth as follows:

- Transmission Provider 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 operable.
- Interconnection Customer will provide continuous communication capability with the owner/operator of the Generating Facility.
- Interconnection Customer, if applicable, will enter into an operating agreement or similar agreement with any applicable owner of an existing generating facility which designates, among other things, the responsibilities and authorities of each of the parties and shall be subject to the acceptance of Transmission Provider.

- A termination date consistent with completion of construction of Network Upgrades and/or Interconnection Facilities will be included as part of all operating guides.

Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the PLGIA for the Generating Facility 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 or in Interconnection Studies performed to date as well as all affected Transmission, Distribution, or Generation System(s) including non-Transmission Systems not owned or operated by the Transmission Provider. Such upgrades will be determined pursuant to the Tariff and Policies in effect at the time of the applicable or identifying Interconnection Studies.

AMENDED AND RESTATED

LARGE GENERATOR INTERCONNECTION AGREEMENT (LGIA)

between

Public Service Company of Colorado

and

Northern Colorado Interconnect, LLC.for the

Northern Colorado Wind Energy, LLC project

ORIGINAL AGREEMENT DATED: July 9, 2009

RESTATED: October 15, 2020 , 2020

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THIS AMENDED AND RESTATED STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT ("Amendment"), is made effective this 15th day of October, 2020, by and between Northern Colorado Interconnect, LLC., a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer"), and Public Service Company of Colorado, a corporation organized and existing under the laws of the State of Colorado ("Transmission Provider:" or "Transmission Owner"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

WHEREAS, Peetz Logan Interconnect, LLC. entered into a Standard Large Generator Interconnection Agreement with Transmission Owner on June 12, 2009, (the "Interconnection Agreement");

WHEREAS, Section 30.10 of the Interconnection Agreement provides it may be amended by mutual agreement by a written instrument and duly executed by the Parties; and

WHEREAS, Peetz Logan Interconnect, LLC has assigned to Interconnection Customer, and Interconnection Customer has assumed and agreed to perform all duties, obligations, liabilities, and commitments of under the Agreement, and as such, any references to Peetz Logan Interconnect, LLC in the Agreement will now refer to the current Interconnection Customer; and

WHEREAS, pursuant to Section 19.1, Transmission Owner consents to the assignment from Peetz Logan Interconnect, LLC to Interconnection Customer; and

WHEREAS, Transmission Owner and Interconnection Customer desire to amend and restate this Interconnection Agreement to amend Appendix A and Appendix C;

NOW, THEREFORE, in consideration of the covenants made herein and intending to be legally bound, PSCo and Interconnection Customer hereby stipulate and agree as follows:

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more

intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider or Interconnection Customer.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation shall mean the status of the Generating Facility so that it has commenced generating electricity for sale and utilizing the Interconnection Customer's Interconnection Facilities providing outlet, transformation and transmission, excluding electricity generated during Trial Operation.

Commercial Operation Date shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as

confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by the Applicable Reliability Council.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean 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 shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Facility and render the transmission service necessary to effect the wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a 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 Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect the Facility to the Transmission Provider's Transmission System via the Interconnection Customer's Interconnection Facilities to be eligible to deliver the Facility's electric output using the existing firm or non-firm capacity of the

Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Facility shall mean the Interconnection Customer's Interconnection Facilities and the Project.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage, or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Company shall mean the direct owner of the Project, Northern Colorado Wind Energy LLC, a limited liability company organized and existing under the laws of the State of Delaware, and its successors and assigns.

Generating Facility shall mean devices for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, 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, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Project is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Interconnection Customer's Interconnection Facilities with the Transmission Provider's Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are owned by the Interconnection Customer and 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 Large Generating Facility via the Interconnection Customer's Interconnection Facilities to the Transmission Provider's Transmission System.

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time

required to interconnect the Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility or the 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 Provider's Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission Provider's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in the Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW. For purposes of this LGIA, Large Generating Facility means the Project.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Metering Equipment shall mean all metering equipment installed or to be installed at the Facility pursuant to the Standard Large Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Council or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Facility to the Transmission Provider's Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Project shall mean the approximately 175 MW wind-powered Generation Facility that will be owned by Northern Colorado Wind Energy, LLC in Logan County, Colorado and interconnect to the Interconnection Customer's Interconnection Facilities.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer 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.

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 Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

Small Generating Facility shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Facility and (2) the Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Standard Large Generator Interconnection Agreement to the extent necessary.

Transmission Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which a Generating Company is engaged in on-site test operations and commissioning of its Project and the Interconnection Customer is testing the Interconnection Customer's Interconnection Facilities prior to Commercial Operation.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date. This LGIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this LGIA 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 LGIA shall remain in effect for a period of thirty (30) years from the Effective Date or such other longer period as Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice. This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Interconnection Customer's Interconnection Facilities permanently cease Commercial Operation.

2.3.2 Default. Either Party may terminate this LGIA 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 LGIA, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this LGIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this LGIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's

authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Transmission Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 **Disconnection**. Upon termination of this LGIA, the Parties will take all appropriate steps to disconnect the Facility from the 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 LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

2.6 **Survival**. This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. Regulatory Filings

3.1 Filing. Transmission Provider shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this LGIA, or any amendment thereto, Interconnection Customer 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 type of Interconnection Service:

4.1.1 Energy Resource Interconnection Service. [SELECTED]

4.1.1.1 The Product. Energy Resource Interconnection Service allows Interconnection Customer to connect the Facility to the Transmission System and be eligible to deliver the Large 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 Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

4.1.1.2 Transmission Delivery Service Implications. Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), the Project may place a bid to sell into the market up to the maximum identified Large Generating Facility output for the Project, subject to any conditions specified in the interconnection service approval, and the Project will be dispatched to the extent its bid clears. In all other instances, no transmission delivery service from the Facility is assured, but Interconnection Customer or the Project may obtain Point-to-Point Transmission Service, Network Integration Transmission Service, or be used for secondary network transmission service, pursuant to Transmission Provider's Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer or the Project to obtain the right to deliver or inject energy beyond the Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the

provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject the Project's output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System 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 Upgrades.

4.1.2 Network Resource Interconnection Service. [NOT SELECTED]

4.1.2.1 The Product Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Attachment A to this LGIA.

4.1.2.2 Transmission Delivery Service Implications. Network Resource Interconnection Service allows a Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large 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 an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, 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.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of the Large Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, the Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's 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 Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within Transmission Provider's 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 Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. 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 Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.2 Provision of Service. Transmission Provider shall provide Interconnection Service to Interconnection Customer for the Facility at the Point of Interconnection.

4.3 Performance Standards. Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards,

and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the LGIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service. The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's 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 LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

5.1 Options. Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Alternate Option set forth below for completion of Transmission Provider's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

5.1.1 Standard Option. Transmission Provider shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option. If the dates designated by Interconnection Customer are acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities by the designated dates.

If Transmission Provider subsequently fails to complete Transmission Provider'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 Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

5.1.3 **Option to Build**. If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, 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 Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 **Negotiated Option**. If Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, Interconnection Customer shall so notify Transmission Provider within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Transmission Provider is responsible for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Transmission Provider shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades pursuant to 5.1.1, Standard Option.

5.2 **General Conditions Applicable to Option to Build**. If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Provider;

(2) Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network

Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider;

(5) at any time during construction, Transmission Provider shall have the right to gain unrestricted access to Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Transmission Provider for claims arising from Interconnection Customer's construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Provider;

(10) Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Interconnection Facilities and Stand-

Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event Transmission Provider's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Provider to Interconnection Customer in the event that Transmission Provider does not complete any portion of Transmission Provider'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 Transmission Provider's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades for which Transmission Provider has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for the Trial Operation or to export power from the Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for Trial Operation or to export power from the Facility, but for Transmission Provider's delay; (2) Transmission Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into an LGIA with Transmission Provider or any cause beyond Transmission Provider's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers. The Interconnection Customer shall cause the procurement, installation, maintenance, and operation of the Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the

design and operating limitations of the Facility. If the Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators.

5.5 Equipment Procurement. If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Facilities Study pursuant to the Facilities Study Agreement;

5.5.2 Transmission Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement. Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;

5.6.3 Transmission Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Transmission Provider's

Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.

5.8 Information Exchange. As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission Provider's Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation. If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date, 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 Large Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. Transmission Provider shall permit Interconnection Customer to operate the Interconnection Customer's Interconnection Facilities and permit the Large Generating Facility to operate in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection Facilities ('ICIF'). Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications. Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Provider's Review. Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, 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.

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 "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Interconnection Customer shall obtain and provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Provider's Interconnection Facilities Construction. Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities.

Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Facility with the Transmission System; (ii) operate and maintain the Large 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 LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners. If any part of Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network 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 Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Early Construction of Base Case Facilities. Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension. Interconnection Customer reserves the right, upon written notice to Transmission Provider, to suspend at any time all work by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this LGIA pursuant to this Article 5.16, and has not requested Transmission Provider to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

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 Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants. In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Provider for Transmission Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Provider's request, Interconnection Customer shall provide Transmission Provider with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Provider represents and covenants that the cost of Transmission Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless

Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

Transmission Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i) Transmission Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report payments or property as income subject to taxation; provided, however, that Transmission Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Transmission Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 **Tax Gross-Up Amount**. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA (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 Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider'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 Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this LGIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events. If, within 10 years from the date on which the relevant Transmission Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this LGIA terminates and Transmission Provider retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 **Contests**. In the event any Governmental Authority determines that Transmission Provider's receipt of payments or property constitutes income that is subject to taxation, Transmission Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Provider for the tax at issue in the contest.

5.17.8 **Refund**. In the event that (a) a private letter ruling is issued to Transmission Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not taxable to Transmission Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by

Interconnection Customer to Transmission Provider are not subject to federal income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Provider pursuant to this LGIA, Transmission Provider shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amount paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities 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 Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this LGIA. Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission

Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider.

5.17.10 Transmission Owners Who Are Not Transmission Providers. If Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this LGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of Transmission Provider under this Article 5.17 of this LGIA.

5.18 Tax Status. Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this LGIA is intended to adversely affect any Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of 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 System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 **Standards**. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice, and Interconnection Customer shall cause the Generating Company to design, construct and operate the Large Generating Facility in accordance with Good Utility Practice.

5.19.3 **Modification Costs**. Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Testing and Inspection

6.1 **Pre-Commercial Operation Date Testing and Modifications**. Prior to the Commercial Operation Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall permit the Large Generating Facility to generate test energy 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 Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 **Right to Observe Testing**. Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

6.4 **Right to Inspect**. Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of the 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 other Party's maintenance records relative to the Interconnection Facilities,

the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

Article 7. Metering

7.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment at the Point of Interconnection prior to any operation of the Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Facility shall be measured at or, at Transmission Provider's option, compensated to, the Point of Interconnection. Transmission Provider shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

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 Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, 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 or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 Standards. Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment. Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter

used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

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 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 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, or cause to be provided, standard voice line, dedicated voice line and facsimile communications at the Project's 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, or cause to be provided, 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 Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

8.2 Remote Terminal Unit. Prior to the Initial Synchronization Date, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by 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 Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

Article 9. Operations

9.1 General. Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards. Interconnection Customer shall cause the Generating Company to comply with the same requirements.

9.2 Control Area Notification. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider in writing of the Control Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Facility in a Control Area other than the Control Area 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 LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Facility in the other Control Area.

9.3 Transmission Provider Obligations. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this LGIA and Transmission Provider'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 Interconnection Customer's Interconnection Facilities, and shall cause the Generating Company to operate, maintain and control the Large Generating Facility, in a safe and reliable manner and in accordance with this LGIA. Interconnection Customer shall operate the Interconnection Customer's Interconnection Facilities, and cause the Generating Company to operate the Large Generating Facility, in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Facility to Transmission Provider's Transmission System.

9.6 Reactive Power.

9.6.1 Power Factor Design Criteria. Interconnection Customer shall cause the Large Generating Facility to be designed to maintain a composite power delivery at a 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 Transmission Provider has established different requirements that apply to all generators in this Control Area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to cause the operation of the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area 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) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall cause the Large Generating Facility to be operated to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

9.6.2.1 Governors and Regulators. Whenever the Large Generating Facility is operated in parallel with the Transmission System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall cause the Large Generating Facility to operate with its speed governors and voltage regulators in automatic operation. If the Large Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating

unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power. Transmission Provider is required to pay a Generating Company for reactive power that its Project provides or absorbs from the Large Generating Facility when Transmission Provider requests Interconnection Customer to cause the Large Generating Facility or a Project to operate outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Projects. Payments shall be pursuant to Article 11.6 or such other agreement to which the Transmission Provider and a Generating Company have otherwise agreed.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2 Outage Schedules. Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit planned maintenance schedules for the Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer or the Project 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 or the Project

would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 **Outage Restoration**. If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 **Interruption of Service**. If required by Good Utility Practice to do so, 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 System;

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 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 Large Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement, or cause to be implemented, under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Interconnection Customer shall obtain data for the Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, which data 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 and over-frequency conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain, or cause to be installed, operated and maintained, System Protection Facilities as a part of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Provider's Interconnection Facilities or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with 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 Project or the Interconnection Customer's Interconnection Facilities.

9.7.4.5 Each Party will test, operate and maintain 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, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 **Requirements for Protection**. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain, or cause to be provided, installed, owned and maintained, relays, circuit breakers and all other devices necessary to remove any fault contribution of the Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the 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 Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the 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, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control. Interconnection Customer shall cause the Generating Company to comply with such Standards with respect to the Large Generating Facility.

9.8 **Switching and Tagging Rules**. Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such

switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Facility or Transmission Provider's 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 Provider Obligations. Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

10.2 Interconnection Customer Obligations. Interconnection Customer shall maintain its Interconnection Facilities and cause the Generating Company to maintain the Large Generating Facility in a safe and reliable manner and in accordance with this LGIA.

10.3 Coordination. The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems. Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses. Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's Interconnection Facilities.

Article 11. Performance Obligation

11.1 Interconnection Customer Interconnection Facilities. Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

11.2 Transmission Provider's Interconnection Facilities. Transmission Provider or Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades. Transmission Provider or Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Provider or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment, equal to the

total amount paid to Transmission Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC=s regulations at 18 C.F.R. '35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Transmission Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Project fails to achieve commercial operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Transmission Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 **Special Provisions for Affected Systems**. Unless Transmission Provider provides, under the LGIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3 Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited

to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Facility.

11.5 Provision of Security. At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider 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 costs for constructing, procuring and installing the applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes.

In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, 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.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.6 Interconnection Customer Compensation. If Transmission Provider requests or directs Interconnection Customer to provide, or cause the Generating Company to provide, a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer or the Generation Company, as applicable, in accordance with Interconnection Customer's or the Generation Company's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve, or cause the Generating Company to serve, Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to cause the Generating Company to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to compensate the Generating Company in such amount as would have been due had the rate schedule been in effect at the time service commenced; provided, however, that

such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition. Transmission Provider or RTO or ISO shall compensate Interconnection Customer or the Project, as applicable, for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice

12.1 General. Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, 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 months after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment. Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this LGIA.

12.4 Disputes. In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other

Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(ii).

Article 13. Emergencies

13.1 Definition. "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of 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, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or Interconnection Customer's Interconnection Facilities' System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this LGIA to possess black start capability.

13.2 Obligations. Each Party shall comply, and Interconnection Customer shall cause the Generating Company to comply, with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice. Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities and Interconnection Customer shall inform the Generating Company. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action. Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

13.5.1 **General**. Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the 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, or cause the Generating Company to, shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall cause the Generating Company to comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 **Reduction and Disconnection**. Transmission Provider may reduce Interconnection Service or disconnect 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 Transmission Provider's 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 using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 **Interconnection Customer Authority**. Consistent with Good Utility Practice and the LGIA and the LGIP, Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii)

preserve the reliability of the Large Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts, or cause the Generating Company to use Reasonable Efforts, to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability. Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements. Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this LGIA 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 LGIA 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 LGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Force Majeure

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 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 LGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not

capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 **Right to Terminate**. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this LGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this LGIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 **Indemnity**. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party. In addition, because of the ownership structure adopted by Interconnection Customer and the Generating Company, the Interconnection Customer shall indemnify, defend and hold Transmission Provider harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees arising out of or resulting from the Generating Company' negligence in the performance of its obligations to the Interconnection Customer that are related to the LGIA, except in cases of gross negligence or intentional wrongdoing by the Transmission Provider. Nothing herein shall prevent Interconnection Customer from seeking any cross-indemnity from the Generating Company as its adopted ownership structure may allow.

18.1.1 **Indemnified Person**. If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 **Indemnifying Party**. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures. Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages. Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance. Each Party shall, at its own expense, maintain in force throughout the period of this LGIA, and until released by the other Party, the following minimum

insurance coverages, and Interconnection Customer also shall cause the Generating Company with respect to its Project to maintain in force throughout the period of the LGIA until released by Transmission Provider and Interconnection Customer, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies maintained by the Parties shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies maintained by the Generating Company in accordance with Section 18.3 shall name the Transmission Provider, its parent, associated and Affiliate companies and their respective directors, officers, and agents, servants and employees ("Transmission Provider Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group, or as applicable the Transmission Provider Group, and provide thirty (30) Calendar Days advance written notice to the Other Party Group, or as applicable the Transmission

Provider Group, prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party, and the Generating Company as applicable, shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties and/or Generating Company are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.

18.3.9 Within ten (10) days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 Notwithstanding the foregoing, each Party, and the Generating Company as applicable, may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's or the Generating Company's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's, or Generating Company's as applicable, senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party, or Generating Company as applicable, shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party, or Generating Company as applicable, is permitted to self-insure pursuant to this article, it shall notify the other Party, or the Parties with respect to the Generating Company's insurance obligations, that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

Article 19. Assignment

19.1 Assignment. This LGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Interconnection Customer's Interconnection Facilities or the Large 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 the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1 Severability. If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1 Confidentiality. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing,

and any information supplied by either of the Parties to the other prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 **Term**. During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 **Scope**. Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 **Release of Confidential Information**. Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily

responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 **Rights**. Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 **No Warranties**. By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 **Standard of Care**. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this LGIA or its regulatory requirements.

22.1.7 **Order of Disclosure**. If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 **Termination of Agreement**. Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 **Remedies**. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the

receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 **Disclosure to FERC, its Staff, or a State**. Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

23.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

24.1 Information Acquisition. Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 Information Submission by Transmission Provider. The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report" (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer. The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Facility data requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to Transmission Provider for the Feasibility and Facilities Study. Information in this submission shall be the most current 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 the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to 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 Transmission Provider Transmission System based on the actual data submitted pursuant to this

Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation. Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Interconnection Customer's Interconnection Facilities and cause tests to be conducted on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of 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 Project's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Facility terminal or field voltages is provided. Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

25.1 Information Access. Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.

25.2 Reporting of Non-Force Majeure Events. Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and

corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.

25.3 Audit Rights. Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 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 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to either Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

26.1 General. Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all

applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

27.1 Submission. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

27.2 External Arbitration Procedures. Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions. Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

28.1 General. Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

28.1.2 Authority. Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict. The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4 **Consent and Approval**. Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

Article 29. Joint Operating Committee

29.1 **Joint Operating Committee**. Except in the case of ISOs and RTOs, Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this LGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the interconnection of the Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect. This LGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 Conflicts. In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation. This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix to this LGIA, or such Section to the LGIP or such Appendix to the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

30.4 Entire Agreement. This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this LGIA.

30.5 No Third Party Beneficiaries. This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this LGIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

30.8 Multiple Counterparts. This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this LGIA 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 LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

30.12 No Partnership. This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

30.13 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed will be deemed an original, and all of which when taken together will constitute one and the same instrument.

The Parties have caused this Amendment to be signed as of the date written above.

PUBLIC SERVICE COMPANY OF COLORADO

By: */s/ Michael G. Lamb*
Name: Michael G. Lamb
Title: Senior Vice President,
Xcel Energy Services Inc., agent for
Public Service Company of Colorado,
a Colorado Corporation

Date: 10/15/20

NORTHERN COLORADO INTERCONNECT, LLC.

By: */s/ Mark Patten*

Name: Mark Patten

Title: Assistant Vice President

Date: October 9, 2020

Appendix A Interconnection Facilities, Network Upgrades, and Distribution Upgrades

Appendix B Milestones

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 G Testing

Appendix I Voltage and Reactive Control

Appendix A to LGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) Interconnection Customer's Interconnection Facilities:

Interconnection Customer's Interconnection Facility means the transmission line and associated facilities owned and operated by Northern Colorado Interconnect, LLC. to deliver electric energy generated by the Generating Company to PSCo's transmission system at PSCo's Pawnee Substation, and any replacement transmission line(s) constructed in the right of way of the Transmission Line.

(b) Transmission Provider's Interconnection Facilities:

Table 1: Transmission Provider Interconnection Facilities (Customer Funded)

Substation	Description	Cost Millions
Pawnee 230 kV Switchyard	Interconnection Customer's 230 kV line to the existing Pawnee Switchyard. The major work required includes: • Engineering and design • Transmission line relaying and testing	$0.02
Lookout Operations Center	Add additional status/weather monitoring points for the Customer's generation at Lookout Operations Center. The major work required includes: • Programming and wiring changes	$0.02
	Total Estimated Cost for Transmission Provider Interconnection Facilities	$0.04

2. Network Upgrades:

(a) Stand Alone Network Upgrades: None.

(b) Other Network Upgrades: None.

3. Distribution Upgrades: None.

4. Interconnection Service is subject to possible operating limits or discontinuance. Interconnection Customer (with the knowledge and consent of its affiliated Generating Company) has determined to enter into this Agreement and bears the risk that the

Interconnection Facilities, Network Upgrades and Distribution Facilities identified in Appendix A may change as the result of a third System Impact restudy for Interconnection Request Queue Number GI-2006-2 being prepared by Transmission Provider, underway at the time of execution of this Agreement (the "Restudy"). By the Restudy, Transmission Provider is investigating the system impact associated with the Interconnection Customer's partial substitution of GE 1.5 MW wind turbines, totaling 23 MW in aggregate, in place of Siemens wind turbine equipment. Upon completion, Transmission Provider will post the Restudy on OASIS as the third System Impact restudy and will finalize the draft Facilities Study for GI-2006-2 dated April 29, 2009. Interconnection Customer agrees to fund the Restudy, any and all costs and expenses of any Interconnection Facilities, Network Upgrades and Distribution Facilities that may be required as a result of the Restudy and enter into an amended and restated LGIA setting for the estimates, schedule and financial security for any such facilities that may be required by the Restudy. Until the Restudy is completed, projected to be within ninety (90) days of the date of this Agreement, the testing and commissioning of GE wind turbines will not commence, and Interconnection Service under this Agreement will be subject to potential operating limitations, if applicable, and possible discontinuance of Interconnection Service, if necessary, to assure the reliable, secure, and safe operation of the Transmission System and electrical systems interconnected to the Transmission System. Any discontinuance of service will be in accordance with the Tariff and any required FERC approvals.

Interconnection Customer with the knowledge and consent of its Affiliate Generating Company acknowledges that the filing of this Agreement will expedite the commissioning and testing of wind turbine generation equipment associated with the Large Generating Facility (the Siemens 2.3 MW wind turbine generators, as identified in Appendix C of this Agreement), while completion of the Restudy is pending. This contingency shall be effective on the effective date this Agreement and shall terminate upon (a) a determination by Transmission Provider that, as a result of the Restudy, no additional Interconnection Facilities, Network Upgrades or Distribution Upgrades will be required, or (b) the entry by the Parties into an amended and restated LGIA, reflecting any additional Facilities identified by the Restudy to be required for Interconnection Customer to interconnect the Large Generating Facility. The conditional 175 MW ERIS will become 175 MW ERIS upon final review and approval by the Transmission Provider of the completed Restudy and satisfaction of clause a) or b) in the preceding sentence.

Furthermore, the Commercial Operation Date of the Siemens wind turbines shall not be conditioned upon completion of the Restudy.

It is the understanding of the Parties that this contingency shall pertain only to the conducting of and results of the Restudy, and shall not in any way modify any of the rights or remedies of the Parties pursuant to this Agreement.

Appendix B to LGIA

Milestones

Interconnection Customer has selected the **Standard Option** for construction of the Interconnection Facilities under Article 5 of the LGIA.

Action	Responsible Party	Estimated Completion Date
Cash deposit of $40,000 for Transmission Provider Interconnection Facilities to be constructed by Transmission Provider	Interconnection Customer	June 9, 2009
Energization of Interconnection Customer's Interconnection Facilities	Interconnection Customer	June 10, 2009
Begin Testing Siemens Turbines	Interconnection Customer	June 11, 2009
In-Service Date for Transmission Provider Interconnection Facilities and Network Upgrades	Transmission Provider	August 1, 2009
Commercial Operation Siemens Turbines	Interconnection Customer	August 15, 2009
Begin Testing GE Turbines	Interconnection Customer	September 1, 2009
Installation of Capacitor Banks Complete	Interconnection Customer	September 4, 2009
Commercial Operation GE Turbines	Interconnection Customer	September 15, 2009
Final accounting of costs incurred by Transmission Provider for construction of Transmission Provider Interconnection Facilities	Transmission Provider	To be submitted within three months of completing Construction of the Transmission Provider Interconnection Facilities and Network Upgrades

Appendix C to LGIA

Interconnection Details

Large Generating Facility: Interconnection Customer shall install a 175 MW wind Large Generating Facility. The Large Generating Facility shall consist of two distinct phases, Northern Colorado Wind I, 66 Siemens 2.3 MW and Northern Colorado Wind II, 15 GE 1.5 MW XLE wind turbine generators. Each wind turbine generator shall connect to a 34.5 kV collector feeder which, in turn, connects through a 230 kV collection system and 77 mile 230 kV line that interfaces with the Transmission Provider's Transmission System at the Point of Interconnection. The 93m blades of the sixty-six (66) Siemens 2.3MW turbines and the 82.5m blades of the fifteen (15) GE 1.5MW turbines will be replaced with 108m blades and 91m blades, respectively, per the modification approved on 9/19/2019 and this amended LGIA. In addition, the hub, variable pitch system, bearing, main shaft, gear box and oil cooler will be replaced. The Project shall be constructed entirely within Logan County, Colorado in and around the Town of Peetz. The wind turbine generators will be in an array located within Townships 11 North and 12 North of Ranges 49 West and 50 West and Township 12 North of Range 48 West (all of the 6th Principal Meridian in Logan County, Colorado).

A one-line diagram of the proposed connection in the Interconnection Customer's collection substations and lines is shown in Exhibit C-1.

Point of Interconnection: The Point of Interconnection ("POI"), at which the Interconnection Customer will receive Energy Resource Interconnection Service under this Agreement, is that point at which the Transmission Provider's 230 kV overhead conductor from Interconnection Customer's steel dead-end tower taps the 230 kV Pawnee Substation bus as shown on the one-line diagram in Exhibit C-1.

The Point of Change of Ownership: The Point of Change of Ownership is the Interconnection Customer's transmission line dead-end tower structure located outside the Pawnee Switchyard fence.

Interconnection Facilities: See Appendix A for details regarding the facilities required for interconnecting the Large Generating Facility with the Transmission Provider's network.

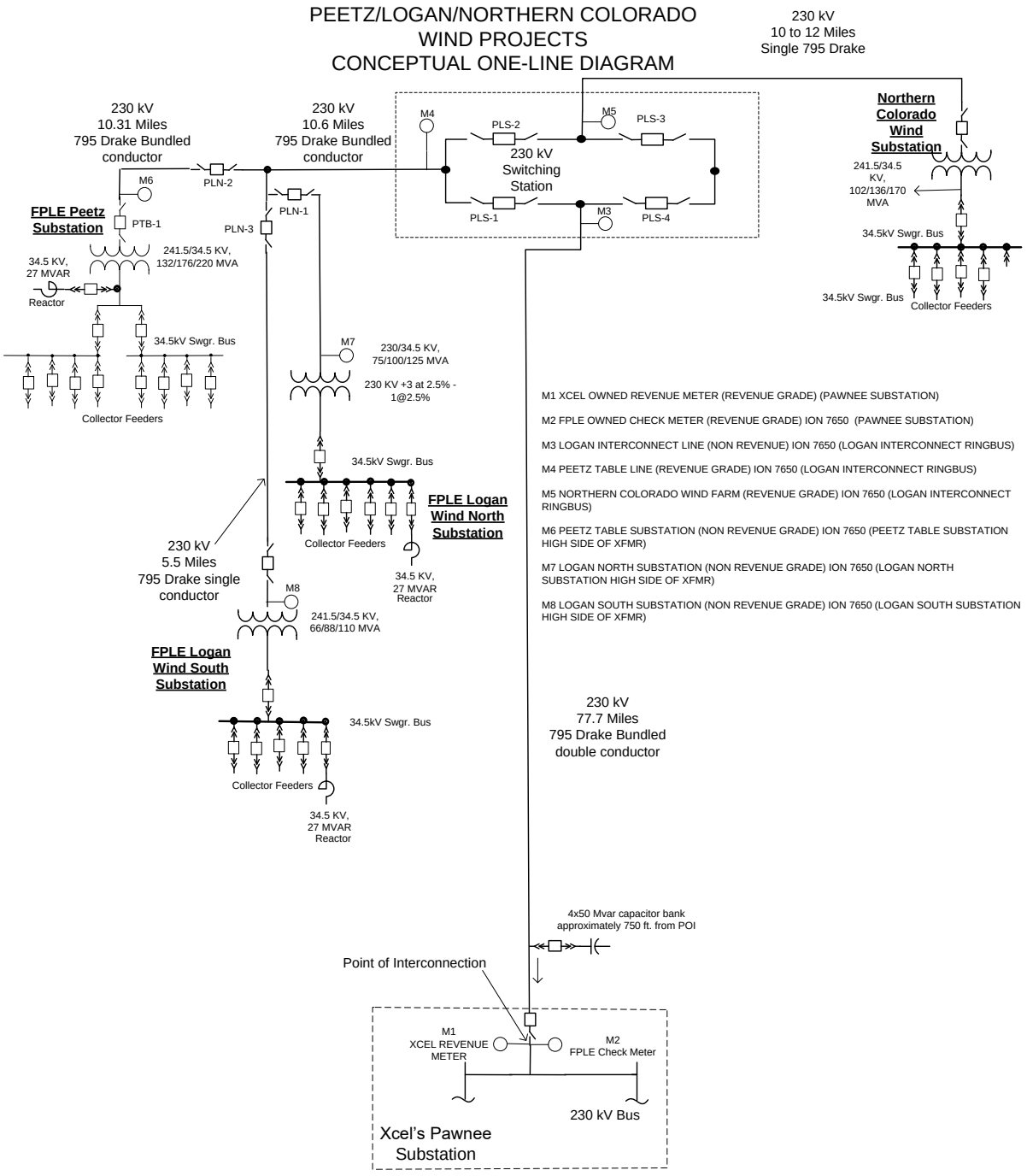
Interconnection Guidelines: The Interconnection Customer will comply with the Interconnection Guidelines For Transmission Interconnected Producer-Owned Generation Greater Than 20 MW, as amended from time to time, and available at http://www.xcelenergy.com/docs/corpcomm/TransmissionInterconnectionGuidelines.pdf.

Communication: Interconnection Customer will provide and maintain, or cause the Generating Company to provide and maintain a dedicated, ring-down voice communication circuit between the Transmission Provider's Lookout Control Center facility and the Large Generating Facility. The Large Generating Facility operator will be available on a 24X7 continual basis and shall have full visibility and authority for control of the entire Large Generating Facility. The Large Generating Facility operator(s) will have sufficient training and authority to operate the Large Generating Facility independently, and as directed by the Transmission Provider's System Operator to maintain transmission system reliability and safety. Interconnection Customer shall

provide the contact information for its operator to Transmission Provider prior to its Initial Synchronization of the Large Generating Facility.

WECC Reliability Management System Agreement: Pursuant to Section 9.4 of this LGIA, the Interconnection Customer and Transmission Provider shall comply with the Western Electricity Council ("WECC") Reliability Management System ("RMS") Criteria Agreement regional reliability standards in effect from time to time and on file with the Federal Energy Regulatory Commission ("FERC") and set forth in Appendix 7 to the LGIP, including payment of any sanctions under such RMS Criteria Agreement. Interconnection Customer shall cause the Generating Company to comply with such RMS Criteria Agreement obligations with respect to the Large Generating Facility.

Exhibit C-1


PEETZ/LOGAN/NORTHERN COLORADO
WIND PROJECTS
CONCEPTUAL ONE-LINE DIAGRAM
230 kV
10 to 12 Miles
Single 795 Drake
230 kV
10.31 Miles
795 Drake Bundled
conductor
230 kV
10.6 Miles
795 Drake Bundled
conductor
M4
M5
PLS-2
PLS-3
230 kV
Switching
Station
PLS-1
PLS-4
M3
Northern
Colorado
Wind
Substation
241.5/34.5
KV,
102/136/170
MVA
34.5kV Swgr. Bus
34.5kV Swgr. Bus
Collector Feeders
M6
PLN-2
PLN-1
PLN-3
FPLE Peetz
Substation
PTB-1
241.5/34.5 KV,
132/176/220 MVA
34.5 KV,
27 MVAR
Reactor
34.5kV Swgr. Bus
Collector Feeders
M7
230/34.5 KV,
75/100/125 MVA
230 KV +3 at 2.5% -
1@2.5%
34.5kV Swgr. Bus
FPLE Logan
Wind North
Substation
Collector Feeders
34.5 KV,
27 MVAR
Reactor
230 kV
5.5 Miles
795 Drake single
conductor
M8
241.5/34.5 KV,
66/88/110 MVA
FPLE Logan
Wind South
Substation
34.5kV Swgr. Bus
Collector Feeders
34.5 KV,
27 MVAR
Reactor
M1 XCEL OWNED REVENUE METER (REVENUE GRADE) (PAWNEE SUBSTATION)
M2 FPLE OWNED CHECK METER (REVENUE GRADE) ION 7650 (PAWNEE SUBSTATION)
M3 LOGAN INTERCONNECT LINE (NON REVENUE) ION 7650 (LOGAN INTERCONNECT RINGBUS)
M4 PEETZ TABLE LINE (REVENUE GRADE) ION 7650 (LOGAN INTERCONNECT RINGBUS)
M5 NORTHERN COLORADO WIND FARM (REVENUE GRADE) ION 7650 (LOGAN INTERCONNECT RINGBUS)
M6 PEETZ TABLE SUBSTATION (NON REVENUE GRADE) ION 7650 (PEETZ TABLE SUBSTATION HIGH SIDE OF XFMR)
M7 LOGAN NORTH SUBSTATION (NON REVENUE GRADE) ION 7650 (LOGAN NORTH SUBSTATION HIGH SIDE OF XFMR)
M8 LOGAN SOUTH SUBSTATION (NON REVENUE GRADE) ION 7650 (LOGAN SOUTH SUBSTATION HIGH SIDE OF XFMR)
230 kV
77.7 Miles
795 Drake Bundled
double conductor
4x50 Mvar capacitor bank
approximately 750 ft. from POI
Point of Interconnection
M1
XCEL REVENUE
METER
M2
FPLE Check Meter
230 kV Bus
Xcel's Pawnee
Substation

Appendix D to LGIA

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. Interconnection Customer shall cause the Generating Company to comply with such recommendations and regulations. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E to LGIA

Commercial Operation Date

This Appendix E is a part of the LGIA between Transmission Provider and Interconnection Customer.

[Date]

Manager, Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401
Re: _____ Large Generating Facility

Dear _____:

On **[Date]**, Northern Colorado Wind Energy, LLC has completed Trial Operation of its Project referenced in that certain Standard Large Generator Interconnection Agreement (LGIA) dated as of _____, 2009, by and between Peetz Logan Interconnect, LLC and Public Service Company of Colorado. This letter confirms that Northern Colorado Wind Energy, LLC commenced Commercial Operation of such Project, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer's Authorized Representative]

Appendix F to LGIA

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Nothern Colorado Interconnect, LLC.
Attn: West/International Business Manager
700 Universe Blvd
Juno Beach, FL 33408
Email: DL-NEXTERA-WEST-INTERNATIONAL-REGION@fpl.com

Billings and Payments:

Transmission Provider:
Manager, Transmission Business Relations
Xcel Energy Services Inc.
414 Nicollet Mall
Minneapolis MN, 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Nothern Colorado Interconnect, LLC.
Attn: West Business Manager
700 Universe Blvd
Juno Beach, FL 33408

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:
Mark Moeller Phone: 612-330-6773
E-mail address: Mark.C.Moeller@xcelenergy.com

Interconnection Customer:
Nothern Colorado Interconnect, LLC.
Attention: West Coast Business Management
700 Universe Boulevard
Juno Beach, FL 33408
Telephone: 561-691-7722
Email: DL-NEXTERA-WEST-INTERNATIONAL-REGION@fpl.com

Generator Dispatch
Renewable Operations Control Center (ROCC)
Email: ROCC.SharedMailbox@nexteraenergy.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 LGIA continue to apply to wind generating plant interconnections. Interconnection Customer shall cause the Generating Companies to comply with all such interconnection requirements.

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. The LVRT standard provides for a transition period standard and a post-transition period standard.

Transition Period LVRT Standard

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

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 at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or "GSU"), 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.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.

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, etc.) 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.

Post-transition Period LVRT Standard

All wind generating plants subject to FERC Order No. 661 and not covered by the transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by the 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)

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, 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 the Transmission Provider, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the 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 the Transmission Provider to protect system reliability. The Transmission Provider and the wind plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

Appendix H to LGIA

Testing Procedures

The Parties have set forth the testing procedures for the Large Generating Facility under this Agreement (which will be operated in coordination with Interconnection Customer's Affiliate 200 MW Logan Wind Energy LLC and 200 MW Peetz Table Wind Energy wind generating facilities and interconnected at the Pawnee Substation). Performance test period begins upon 1) successful commissioning of all Generating Company's turbines and other major electrical equipment to be connected to the Interconnection Customer's Interconnection Facilities and 2) SCADA in place, with all points available and active, including Lookout Control Center to Large Generating Facility and Large Generating Facility to Nextera /FPL Energy Operations Center. In the event of any conflict with other Appendices, the Parties intend that the criteria and tests in this Appendix H shall control.

Test Line	Requirement	Criteria	Test	Pass/Fail	Conditions	Other
1.	Reactive Control over generating range	Demonstrate ability to maintain Var neutrality at the POI per the System Impact Study (SIS) .	Maintain 0 MVar reactive flow at the POI within a deadband of ±25 MVar and a system voltage within ±5% of nominal at the POI.	Allowed bandwidth not exceeded, except in the case of performing the capacitor test below	Two ramp-ups and ramp-downs between zero and >85% output	Demonstrates normal plant operation over the full range using reactive power control. 4-second telemetered values charted at Lookout Center will be used for evaluation, and provided to Interconnection Customer for review.
2.	Acceptable operation of all installed equipment	Demonstrate proper operation of capacitors installed at the POI.	All generator-operated capacitors installed near the POI (~200 MVar) online, either automatically to maintain MVar bandwidth, or due to manual change to MVar/voltage setpoint to deliver reactive power to Transmission System.	All capacitors online for at least five minutes.	>85% output, at a time approved by System Operator (Lookout).	Interconnection Customer's representative, Mr. Kerry Franklin, will be on standby at Lookout Control Center waiting for wind conditions suitable for testing.
3.	Reactive Control at zero or less net MW output	Demonstrate ability to maintain Var compensation at the POI per the SIS.	Maintain <=0 MVar reactive flow into the PSCo system.	Plant always net inductive when appearing as a net load (MW delivered to plant).	All generators off-line	Demonstrates automatic operation of shunt reactors adequate to offset transmission line charging.

Appendix I to LGIA

Voltage and Reactive Control

Transmission Provider shall specify what mode of control the Interconnection Customer's facility (that is, the Large Generating Facility and Interconnection Customer's Affiliates' 200 MW Logan Wind Energy LLC or 200 MW Peetz Table Wind Energy generating facilities) shall utilize for regulating either voltage or the flow of reactive power at the POI. The mode of control will require either a voltage schedule or reactive power schedule setpoint. Interconnection Customer, if operating under reactive power mode, shall not be required to maintain a reactive schedule within a deadband more restrictive than ±25 MVar.

APPENDIX 5.5 to Revised LGIP
INFORMATIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 20 21 by and between HQC Solar Holdings, LLC, ("Interconnection Customer,") and Public Service Company of Colorado a Colorado Corporation existing under the laws of the State of Colorado, ("Transmission Provider""). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is evaluating developing a Large Generating Facility or generating capacity addition to an existing Generating Facility and

WHEREAS, Interconnection Customer is proposing to evaluate an interconnection with the Transmission System; and

WHEREAS, Interconnection Customer has submitted to Transmission Provider an Informational Interconnection Study Interconnection Request; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Revised LGIP.

2.0 Interconnection Customer elects and Transmission Provider shall cause an Informational Interconnection Study consistent with Section 6 of this Revised LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Informational Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Informational Interconnection Study shall be performed solely for informational purposes.

5.0 The Informational Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by Interconnection Customer in Attachment A to this Agreement. The Informational Interconnection Study shall identify Transmission Provider's Interconnection Facilities and the Network Upgrades based upon the assumptions specified by Interconnection Customer in Attachment A.

6.0 Interconnection Customer shall provide a deposit of ten thousand dollars ($10,000.00) for the performance of the Informational Interconnection Study.

Transmission Provider's good faith estimate for the time of completion of the Informational Interconnection Study is [insert date].

Upon receipt of the Informational Interconnection Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Informational Interconnection Study.

Any difference between the initial deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous. The Informational Interconnection Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Public Service Company of Colorado

By: */s/ Ian R. Benson*
Ian R. Benson

Title: AVP, Transmission Strategy & Planning
Area Vice President
Transmission Strategy and Planning
Xcel Energy Services, Inc.
Authorized Agent for Public
Service Company of Colorado

Date: 06/29/2021

HQC Solar Holdings, LLC

By: */s/ Vitaly Lee*

Title: Head of Development

Date: 06/24/2021

Attachment A

ASSUMPTIONS USED IN CONDUCTING THE INFORMATIONAL INTERCONNECTION STUDY

The Informational Interconnection Study will be conducted by Public Service Company of Colorado (PSCo) based upon the information and study assumptions set forth in the INFO-2021-2 informational study request received on May 21, 2021, the additional study information received on June 8, 2021 and the Scoping Meetings held on June 17-18, 2021. The below study assumptions prescribed by the Customer shall be used for the study:

A. The purpose of the study is to identify the impacts to the PSCo Transmission System and any Affected Systems from a 200MW Solar Photovoltaic Generating Facility connecting at the Green Valley 230kV Substation for Network Resource Interconnection Service. The Generating Facility has a Commercial Operation Date of 6/1/2024.

B. The scope of the study includes the following:
- Power flow analysis to evaluate the impacts to the PSCo system and Affected Systems.
- Identification of mitigations to PSCo facility impacts
- Cost estimates are not requested.
- Affected System impacts will be studied but mitigations will not be identified.

C. The study will be based on the following assumptions:
1. The studies will use a 2023 Heavy Summer Base Case
2. The study will follow the same modeling assumptions as the Definitive Interconnection System Impact Study for modeling transmission topology, generation in the PSCo queue and Affected System(s) queue
3. The study will follow all applicable NERC Reliability Standards and WECC Reliability Criteria, as well as any PSCo internal planning criteria
4. The study will model INFO-2021-2 using generic modeling data and +/-0.95pf
5. The generator output will be balanced against PSCo resources outside the study area

D. It is estimated that this study will cost approximately $10,000, and Reasonable Efforts will be undertaken to complete it within 60 days of receiving the fully executed study agreement.

SURPLUS LARGE GENERATOR INTERCONNECTION AGREEMENT (SLGIA)

between

**Public Service Company of Colorado,
a Colorado Corporation and wholly owned subsidiary of
Xcel Energy Inc.**

and

Front Range Midway Solar Project, LLC.

a 52.2 MW Battery Energy Storage Generating Facility located in Pueblo County, Colorado

associated with GI-2014-6 a 100.2 MW Solar Photovoltaic Generation Facility

Point of Interconnection Midway 115 kV Substation

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Appendix I-2 Energy Displacement Agreement

SURPLUS LARGE GENERATOR INTERCONNECTION AGREEMENT

THIS SURPLUS LARGE GENERATOR INTERCONNECTION AGREEMENT ("Agreement" or "SLGIA") is made and entered into this 17th day of August 2021, by and between Public Service Company of Colorado, organized and existing under the laws of the State/Commonwealth of Colorado ("Transmission Provider")), and Front Range-Midway Solar Project, LLC., a limited liability company, organized and existing under the laws of the State/Commonwealth of Delaware ("Interconnection Customer" with a Large Generating Facility). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, Transmission Provider operates the Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Transmission Provider have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Surplus Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider or Interconnection Customer.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this SLGIA.

Breaching Party shall mean a Party that is in Breach of this SLGIA.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. If a requirement due date lands on a Saturday, Sunday or Federal Holiday, the requirement is due the next Business Day.

Cluster shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies

Clustering shall mean a group of Interconnection Requests (one or more) that are studied together for the purpose of conducting the Interconnection Studies

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this SLGIA.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the

Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by an Applicable NERC Regional Reliability Entity. Control Area shall have the same meaning as Balancing Authority Area as defined by NERC.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this SLGIA.

Definitive Interconnection Study Process ("Definitive Interconnection Study") shall mean the complete definitive study process inclusive of the DISIS Request Window, Customer Engagement Window, Definitive Interconnection System Impact Study, and the Interconnection Facilities Study. Both the Resource Solicitation Cluster and the DISIS Cluster are processed under the Definitive Interconnection Study.

Definitive Interconnection System Impact Study ("DISIS") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of the Transmission System and, if applicable, an Affected System.

Definitive Interconnection System Impact Study Agreement ("DISIS Agreement") shall mean the form of agreement contained in Appendix 2 of the Revised LGIP for conducting the Definitive Interconnection System Impact Study.

Definitive Interconnection System Impact Study Cluster ("DISIS Cluster") shall mean an engineering study that evaluates the impact of a Cluster of Interconnection Requests on the safety and reliability of Transmission System and, if applicable, an Affected System.

DISIS Request Window shall have the meaning set forth in Section 4.2.1 of the Revised LGIP.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean 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 shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to 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 SLGIA becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a 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 Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this SLGIA to possess black start capability.

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 Surplus 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 shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is either under construction or is in service and has an unsuspended interconnection agreement with Transmission Provider.

Existing Generating Facility Interconnection Customer shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, with an LGIA for a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with Transmission Provider.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Informational Interconnection Study shall mean an analysis based on assumptions specified by Interconnection Customer in the Informational Interconnection Study Agreement.

Informational Interconnection Study Agreement shall mean the form of agreement contained in Appendix 7 of the Revised LGIP for conducting the Informational Interconnection Study.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission Provider's Transmission System

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of this SLGIA, 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 Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities (e.g. for generator interconnection).

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Interconnection Facilities may be shared by more than one Generating Facility in a Cluster.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Definitive Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the Revised LGIP.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 3 of the Revised LGIP for conducting the Interconnection Facilities Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Revised LGIP, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and

capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this SLGIA and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Informational Interconnection Study, the Definitive Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures or Revised LGIP

Interconnection Study Agreement shall mean any of the following agreements: the Informational Interconnection Study Agreement, the Definitive Interconnection System Impact Study Agreement, or the Interconnection Facilities Study Agreement described in the Standard Large Generator Interconnection Procedures or Revised LGIP.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later or equal Queue Position.

Monitoring and Consent Agreement shall mean an agreement that defines the terms and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service. The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Provider to maintain the total output of the Generating Facility inside the terms delineated in the SLGIA.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to this SLGIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Council or its successor organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service 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 shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with this SLGIA or its performance.

OASIS shall mean the Transmission Provider's Open Access Same-Time Information System

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Phase ("Phase 1, Phase 2, Phase 3, or Phase 4") shall mean a distinct part of the Definitive Study Process as described in Section 7.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to this SLGIA, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this SLGIA, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Provisional Interconnection Service shall mean interconnection service provided by Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Large Generator Interconnection Agreement and, if applicable, the Tariff.

Provisional Large Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between Transmission Provider and/or the Transmission Owner and the Interconnection Customer. This agreement shall take

the form of the Large Generator Interconnection Agreement, modified for provisional purposes. Provisional Large Generator Interconnection Agreements are not eligible for suspension.

Queue shall mean a queue for valid Interconnection Requests for the Definitive Interconnection Study Process.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Interconnection Study Process. The Queue Position is established based upon the date and time Interconnection Customer satisfies all of the requirements of Section 7.2 of the Revised LGIP to enter the Definitive Interconnection Study Process.

Readiness Milestone(s) shall have the meaning set forth in Section 7.7 of the Revised LGIP.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this SLGIA, 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.

Revised LGIP shall mean the Large Generator Interconnection Process as described in Attachment N of the Xcel Energy OATT.

Resource Plan shall mean any process authorized or required by Applicable Laws and Regulations for, *inter alia*, the selection of Generating Facilities interconnected to the Transmission System of Transmission Provider

Resource Planning Entity shall mean any entity subject to or conducting a Resource Solicitation Process.

Resource Solicitation Cluster shall mean a Cluster Study associated with a Resource Planning Process.

Resource Solicitation Process shall mean any process authorized or required by Applicable Laws and Regulations for the acquisition of Network Resources by an entity interconnected to the Transmission System of Transmission Provider.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Transmission Provider conducted for the purpose of discussing the proposed Interconnection Request, alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to affect such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean the exclusive land right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control shall include the right to develop, construct, operate, and maintain Interconnection Customer's Interconnection Facilities. Site Control may be demonstrated by documentation establishing: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size to construct and operate the Generating Facility and associated Interconnection

Customer's Interconnection Facilities; (2) an option to purchase or acquire a leasehold interest in a site of sufficient size to construct and operate the Generating Facility and associated Interconnection Facilities; or (3) any other documentation that clearly demonstrates the right of the Interconnection Customer to exclusively occupy a site of sufficient size to construct and operate the Generating Facility. Site Control for any co-located project is demonstrated by a contract or other agreement demonstrating shared land use for all co-located projects that meet the aforementioned provisions of this Site Control definition.

SLGIA Milestone shall mean milestones provided in Appendix B of this SLGIA

Small Generating Facility shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that are not a part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this SLGIA. If the Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a Large Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

Surplus Large Generator Interconnection Agreement (SLGIA) shall mean the interconnection agreement applicable to a Surplus Interconnection Request pertaining to a Large Generating Facility that is provided for in the Transmission Provider's Tariff.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's 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 FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Standard Large Generator Interconnection Agreement to the extent necessary.

Transmission Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this SLGIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities (e.g. for generator interconnection) and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Transmission Provider's Interconnection Facilities may be shared by more than one Generating Facility in a given Cluster Study.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission 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.

Article 2. Effective Date, Term, and Termination

2.1 Effective Date.
This SLGIA 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 SLGIA 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 SLGIA shall remain in effect for a period of twenty (20) years from the Effective Date or such other longer period as Interconnection

Customer may request (Term to be specified in individual agreements) and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures.

2.3.1 Written Notice.

This SLGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation. As described in the Monitoring and Consent Agreement (Appendix I-1 to this SLGIA), this SLGIA shall be terminated if the Interconnection Customer fails to provide documentation demonstrating the cure of the deficient long term action plan. This SLGIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the Revised LGIP, including any extension provided thereunder, or, having previously achieved Commercial Operation, 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. When only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the Revised LGIP, including any extension provided thereunder, Transmission Provider shall terminate this SLGIA only as applicable to that portion of the Generating Facility. Notwithstanding the foregoing, in the limited circumstance that the Interconnection Request is served by a Contingent Facility with an in-service date that is later than the Commercial Operation Date permitted under Section 4.4.5 of the Revised LGIP, Transmission Provider shall terminate this SLGIA only for failure to achieve Commercial Operation by ninety (90) Calendar Days after that later in-service date of the Contingent Facility. 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 Surplus Interconnection Service. Where this SLGIA provides for Surplus Interconnection Service and the Energy Displacement Agreement or the Monitoring and Consent Agreement required for Surplus Interconnection Service are no longer in effect and not replaced by comparable agreements, Interconnection Customer shall immediately cease Commercial Operation of the Generating Facility and this SLGIA shall be deemed terminated. In the event that the Existing Generating Facility retires and/or permanently ceases commercial operation, the Surplus Interconnection Service provided under this SLGIA shall terminate except as provided in Section 2.3.1.2 below.

2.3.1.2 Requirements for continuation of Surplus Interconnection Service after retirement or cessation of commercial operation of an Existing Generating Facility

In the event that the Interconnection Customer seeks to continue Surplus Interconnection Service following the retirement and permanent cessation of commercial operation of the Existing Generating Facility associated with that Surplus Interconnection Service, Transmission Provider shall permit the Surplus Interconnection Service to continue for a limited period not to exceed one (1) year if the Existing Generating Facility ceases operation and if the following conditions are met: (i) Transmission Provider studied the Surplus Interconnection Service Generating Facility for sole operation at that Point of Interconnection as a part of Interconnection Study for the Surplus Interconnection Service Generating Facility, and such studies confirm that the Surplus Interconnection Service Generating Facility can be solely and reliably operated after the Existing Generating Facility ceases operation; and (ii) the Existing Generating Facility Interconnection Customer must provide written consent to the continued operation of the Surplus Interconnection Service Generating Facility at either: (a) the limited level of Surplus Interconnection Service that is reflected in the Surplus Interconnection Service Generating Facility's Generator Interconnection Agreement; or (b) at any level below such limit.

2.3.2 Default.

Either Party may terminate this SLGIA 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 SLGIA, which notice has been accepted for filing by FERC.

2.4 Termination Costs.

If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this SLGIA. 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 SLGIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect

to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this SLGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Transmission Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this SLGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.4.4 Transmission Provider shall refund the security provided under Section 10.3 of the Revised LGIP, including any accumulated interest, if applicable. Notwithstanding the foregoing, prior to remitting such security, plus accumulated interest, Transmission Provider shall offset against such security, and accumulated interest, any unpaid costs or penalties arising out of this Agreement or the Revised LGIP. Monies due the Interconnection Customer shall be remitted within 90 days of termination.

2.5 Disconnection.

Upon termination of this SLGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the 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 SLGIA or such non-terminating Party otherwise is responsible for these costs under this SLGIA.

2.6 Survival.

This SLGIA 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 SLGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this SLGIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this SLGIA 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 SLGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this SLGIA, or any amendment thereto, Interconnection Customer 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:

4.1.1 Energy Resource Interconnection Service. [NOT SELECTED]

4.1.1.1 The Product.
Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large 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 Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

4.1.1.2 Transmission Delivery Service Implications.
Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an “as available” basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum

identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large 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 Transmission Provider's 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 Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System 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 Upgrades.

4.1.2 Network Resource Interconnection Service. [SELECTED]

4.1.2.1 The Product.

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Attachment A to this SLGIA.

4.1.2.2 Transmission Delivery Service Implications.

Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a

reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large 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 an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, 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.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's 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 Interconnection Customer's Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within Transmission Provider's 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 Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. 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 Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.1.3 Surplus Interconnection Service. [SELECTED]

4.1.3.1 The Product. Surplus Interconnection Service is restricted 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 total amount of Interconnection Service at the Point of Interconnection.

4.1.3.2 Transmission Delivery Service Implications. Surplus 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 Large Generating Facility at the Point of Interconnection.

4.3 Performance Standards.
Each Party shall perform all of its obligations under this SLGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this SLGIA for its compliance therewith. If such Party is a Transmission Provider or Transmission Owner, then that Party shall amend the SLGIA and submit the amendment to FERC for approval.

4.4 No Transmission Delivery Service.

The execution of this SLGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's 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 SLGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

5.1 Options.
Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either the Standard Option or Alternate Option set forth below for completion of Transmission Provider's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Provider, the Interconnection Customer shall notify Transmission Provider within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

5.1.1 Standard Option.
Transmission Provider shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, SLGIA Milestones. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2 Alternate Option.
If the dates designated by Interconnection Customer are acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities by the designated dates.

If Transmission Provider subsequently fails to complete Transmission Provider'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, SLGIA Milestones; Transmission Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

5.1.3 Option to Build.

Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

5.1.4 Negotiated Option.

If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, 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 all facilities other than Transmission Provider’s Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3) If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option),Transmission Provider shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Provider’s Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build.

5.2 General Conditions Applicable to Option to Build.

If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good

Utility Practice and using standards and specifications provided in advance by Transmission Provider;

(2) Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) Prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider;

(5) At any time during construction, Transmission Provider shall have the right to gain unrestricted access to Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Transmission Provider for claims arising from Interconnection Customer's construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Provider;

(10) Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Transmission Provider the agreed upon amount of [$ PLACEHOLDER] for Transmission Provider to execute the responsibilities enumerated to Transmission Provider under Article 5.2. Transmission Provider shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

5.3 Liquidated Damages.

The actual damages to Interconnection Customer, in the event Transmission Provider's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Provider to Interconnection Customer in the event that Transmission Provider does not complete any portion of Transmission Provider'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 Transmission Provider's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades for which Transmission Provider has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this SLGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Transmission Provider's delay; (2) Transmission Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into an SLGIA with Transmission Provider or any cause beyond Transmission Provider's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

5.4 Power System Stabilizers.

The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators.

5.5 Equipment Procurement.

If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;

5.5.2 Transmission Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, SLGIA Milestones; and

5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, SLGIA Milestones.

5.6 Construction Commencement.

Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;

5.6.3 Transmission Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, SLGIA Milestones; and

5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, SLGIA Milestones.

5.7 Work Progress.

The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.

5.8 Information Exchange.

As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission Provider's Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Other Interconnection Options

5.9.1 Limited Operation.

If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large 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 Large Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good

Utility Practice, and this SLGIA. Transmission Provider shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.9.2 Provisional Interconnection Service.

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities Transmission Provider may execute a Provisional Large Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Large Generator Interconnection Agreement with the Interconnection Customer for limited Interconnection Service at the discretion of Transmission Provider based upon an evaluation that will consider the results of available studies. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission System. Transmission Provider shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of Interconnection Service from the Generating Facility. Where available studies indicate that such, Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at the Interconnection Customer’s expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Large Generator Interconnection Agreement shall be reviewed quarterly and updated if there are changes to system conditions compared to the system conditions previously used to determine of the maximum permissible output. Any necessary study is conducted at the Interconnection Customer’s expense. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Large Generator Interconnection Agreement and the Large Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

5.10 Interconnection Customer's Interconnection Facilities (“ICIF”).

Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications.

Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Provider at least one-hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Provider's Review.

Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, 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.

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 “as-built” drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Interconnection Customer shall provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Provider's Interconnection Facilities Construction.

Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one-hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Transmission Provider's Interconnection Facilities [include appropriate drawings and relay diagrams]. Transmission Provider will obtain control of Transmission Provider's

Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights.

Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Transmission System; (ii) operate and maintain the Large 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 SLGIA. 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 Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or 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, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network 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 Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

5.15 Early Construction of Base Case Facilities.

Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection

Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension.

Interconnection Customer reserves the right, upon written notice to Transmission Provider, to suspend at any time all work by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this SLGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has incurred pursuant to this SLGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this SLGIA pursuant to this Article 5.16, and has not requested Transmission Provider to recommence the work required under this SLGIA on or before the expiration of three (3) years following commencement of such suspension, this SLGIA 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.

5.16.1 Effect of Missed Interconnection Customer SLGIA 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 SLGIA Milestone provided in Appendix B ("SLGIA Milestone"), this constitutes a Breach under this SLGIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, Transmission Provider's SLGIA 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 SLGIA Milestones.

5.16.2 Effect of Suspension; Parties Obligations.

In the event that Interconnection Customer suspends work pursuant to this Article 5.16, the applicable construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension. Should Interconnection Customer thereafter request that work be recommenced, Appendix A and Appendix B may be revised to account for construction

sequencing and modified milestones. If the Commercial Operation Date is extended beyond three (3) cumulative years described in Section 4.4.5 of the Revised LGIP and Article 2.3.1 of this SLGIA, such an extension may be considered a Material Modification and result in the termination of the SLGIA under Article 2.3.1. Interconnection Customer is required to maintain Site Control while this SLGIA is in effect, including during suspension.

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 Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2 Representations and Covenants.

In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Large Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Provider for Transmission Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Transmission Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Large Generating Facility. For this purpose, "de minimis amount" means no more than 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 Provider's request, Interconnection Customer shall provide Transmission Provider with a report from an independent engineer confirming its representation in clause (iii), above. Transmission Provider represents and covenants that the cost of Transmission Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider.

Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of

payments or property transfers made by Interconnection Customer to Transmission Provider under this SLGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

Transmission Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this SLGIA unless (i) Transmission Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report payments or property as income subject to taxation; provided, however, that Transmission Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten-year testing period and the applicable statute of limitation, as it may be extended by Transmission Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount.

Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this SLGIA (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 Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as

being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Provider 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 Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this SLGIA 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 Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request. Transmission Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6 Subsequent Taxable Events.

If, within ten (10) years from the date on which the relevant Transmission Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this SLGIA terminates and Transmission Provider retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7 Contests.

In the event any Governmental Authority determines that Transmission Provider's receipt of payments or property constitutes income that is subject to taxation, Transmission Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection

Customer and at Interconnection Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Provider for the tax at issue in the contest.

5.17.8 Refund.

In the event that (a) a private letter ruling is issued to Transmission Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this SLGIA 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 Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this SLGIA is not taxable to Transmission Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Provider are not subject to federal income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Provider pursuant to this SLGIA, Transmission Provider shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amount paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Interconnection Facilities. The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities 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 Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this SLGIA. Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and

penalties, other than penalties attributable to any delay caused by Transmission Provider.

5.17.10 Transmission Owners Who Are Not Transmission Providers.

If Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this SLGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of Transmission Provider under this Article 5.17 of this SLGIA.

5.18 Tax Status.

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this SLGIA is intended to adversely affect any Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General.

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, 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 System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards.

Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed, and operated in accordance with this SLGIA and Good Utility Practice.

5.19.3 Modification Costs.
Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Testing and Inspection

6.1 Pre-Commercial Operation Date Testing and Modifications.
Prior to the Commercial Operation Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

6.2 Post-Commercial Operation Date Testing and Modifications.
Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3 Right to Observe Testing.
Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

6.4 Right to Inspect.
Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other

Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this SLGIA.

Article 7. Metering

7.1 General.

Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment at the Point of Interconnection prior to any operation of the Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at Transmission Provider's option, compensated to, the Point of Interconnection. Transmission Provider shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

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 Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this SLGIA, 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 or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3 Standards.

Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

7.4 Testing of Metering Equipment.

Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the

measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

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 one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

Article 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 Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data

8.2 Remote Terminal Unit.

Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by 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 Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the

attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation.

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

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, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model, and year of all wind turbines and meteorological instrumentation, latitude, longitude and hub height at every wind turbine and meteorological tower, real-time data including turbine generation (kW), wind speed (mph), turbine availability, wind direction (in degrees relative to true north), temperature (Celsius and F), pressure (mb), air density and turbine manufacturer power curve. The information provided shall be refreshed in approximately four-ten (4-10) second intervals with regard to its generation of Renewable Energy at the Facility.

The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: manufacturer, model and year of all panels, inverters and meteorological instrumentation, latitude and longitude of the center of the solar panels for every inverter and every meteorological tower, real-time data including inverter generation (kW), inverter availability, direct normal solar insolation (solar intensity), temperature, barometric pressure, wind speed (mph), wind direction (degrees relative to true north) and solar panel manufacturer power curve. The information provided shall be refreshed as frequently as allowed by the SCADA System, not to exceed sixty (60) second intervals.

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. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this SLGIA, as they may change from time to time.

Article 9. Operations

9.1 **General**. Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 **Control Area Notification**. At least three months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider in writing of the Control Area in which the Large Generating Facility will be located. If Interconnection Customer elects to locate the Large Generating Facility in a Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this SLGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area.

9.3 **Transmission Provider Obligations**. Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this SLGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this SLGIA and Transmission Provider'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 Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this SLGIA. Interconnection Customer shall operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this SLGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this SLGIA.

9.5 **Start-Up and Synchronization**. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Large Generating Facility to Transmission Provider's Transmission System.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation. Interconnection Customer shall design the Large 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 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] This requirement also applies to existing non-synchronous generators making upgrades that require a new Generator Interconnection Agreement where the System Impact Study shows the need for reactive power as a result of an upgrade.

[1] The effective date of Order 827 is October 14, 2016.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area 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) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of

Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

9.6.2.1 Voltage Regulators.

Whenever the Large Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its voltage regulators in automatic operation. If the Large Generating Facility's 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 Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.3 Payment for Reactive Power.

Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility when Transmission Provider requests Interconnection Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9.6.4 Primary Frequency Response.

Interconnection Customer shall ensure the primary frequency response capability of its Large Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Large Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to

install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Large Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Large Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Large Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Large Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Interconnection Customer shall operate the Large Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

9.6.4.1 Governor or Equivalent Controls.

Whenever the Large Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Large Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to

operate the Large Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Large Generating Facility's governor or equivalent controls to a minimum whenever the Large Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response.

Interconnection Customer shall ensure that the Large Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Large Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Large Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions.

Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements

specified in Article 9.6.4, but shall be otherwise exempt from the operating requirements in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

9.6.4.4 Electric Storage Resources.

Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its SLGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

9.7 Outages and Interruptions.

9.7.1 Outages.

9.7.1.1 Outage Authority and Coordination.

Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2 Outage Schedules.

Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration.

If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed

up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service.

If required by Good Utility Practice to do so, 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 System;

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 and Transmission Provider; and

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency and Over Frequency Conditions.

The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large

Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with 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 and over-frequency conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 **System Protection Facilities**. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Provider's Interconnection Facilities or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer's Interconnection Facilities.

9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not

require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated

9.7.5 Requirements for Protection.
In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Large Generating Facility.

9.7.6 Power Quality.
Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

9.8 Switching and Tagging Rules.
Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties.

9.9.1 Purpose of Interconnection Facilities.
Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating

Facility and the existing generating facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users.

If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

9.10 Disturbance Analysis Data Exchange.

The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Provider's 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 Provider Obligations.

Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this SLGIA.

10.2 Interconnection Customer Obligations.

Interconnection Customer shall maintain the Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this SLGIA.

10.3 Coordination.

The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems.

Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses.
Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's Interconnection Facilities.

Article 11. Performance Obligation.

11.1 Interconnection Customer Interconnection Facilities.
Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

11.2 Transmission Provider's Interconnection Facilities.
Transmission Provider or Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.3 Network Upgrades and Distribution Upgrades.
Transmission Provider or Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Provider or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades.
Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Transmission Provider and Affected System Operator, if

any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii) from the date of any cash payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Transmission Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Large Generating Facility fails to achieve Commercial Operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Transmission Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2 Special Provisions for Affected Systems.
Unless Transmission Provider provides, under the SLGIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3 Notwithstanding any other provision of this SLGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited

to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Large Generating Facility.

11.5 Provision of Security.

At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider 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 costs for constructing, procuring and installing the applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes.

In addition:

11.5.1 The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, 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.

11.5.2 The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.5.3 The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

11.6 Interconnection Customer Compensation.

If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this SLGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this SLGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other

appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.

Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice.

12.1 General.

Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this SLGIA, 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 months after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment.

Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this SLGIA. If Interconnection Customer has not paid the final invoice following a withdrawal within thirty (30) Calendar Days, Transmission Provider shall draw upon the security provided under this SLGIA to settle all accounts, which shall include any offsets of amounts due and owing by Transmission Provider. After the final invoice is paid and all accounts are settled, Transmission Provider shall refund all remaining security.

12.4 Disputes.

In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this SLGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii)

Article 13. Emergencies

13.1 Definition.

Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; (ii) that, in the case of 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, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this SLGIA to possess black start capability.

13.2 Obligations.

Each Party shall comply with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice.

Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action.

Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

13.5 Transmission Provider Authority.

13.5.1 General.

Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection.

Transmission Provider may reduce Interconnection Service or disconnect the Large Generating Facility or Interconnection Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's 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 using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority.

Consistent with Good Utility Practice and the SLGIA and the Revised LGIP, Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability.

Except as otherwise provided in Article 11.6.1 of this SLGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements.

Each Party's obligations under this SLGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this SLGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2 Governing Law.

14.2.1 The validity, interpretation and performance of this SLGIA 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 SLGIA 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 SLGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this SLGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments.

Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice.

Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice.

Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Force Majeure

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall

specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 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 SLGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate.

If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this SLGIA 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 SLGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this SLGIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity.

The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this SLGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1 Indemnified Person.

If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party.

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures.

Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without

the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

18.2 Consequential Damages.

Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this SLGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance.

Each party shall, at its own expense, maintain in force throughout the period of this SLGIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees (“Other Party Group”) as additional insured. All policies shall

contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this SLGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this SLGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this SLGIA.

18.3.9 Within ten (10) Calendar Days following execution of this SLGIA, 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, each Party shall provide certification of all insurance required in this SLGIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10 In addition to the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. In the event that a Party is permitted to self-insure pursuant to this article, it shall certify to the other Party with a letter of self-insurance that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this SLGIA.

Article 19. Assignment

19.1 Assignment.
This SLGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this SLGIA 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 SLGIA; and provided further that Interconnection Customer shall have the right to assign this SLGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large 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 the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this SLGIA 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 SLGIA 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 SLGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1)

Article 21. Comparability

21.1 Comparability.
The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1 Confidentiality.
Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of this SLGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

22.1.1 Term.

During the term of this SLGIA, and for a period of three (3) years after the expiration or termination of this SLGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope.

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this SLGIA; or (6) is required, in accordance with Article 22.1.7 of the SLGIA, 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 SLGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this SLGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights.

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to

the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties.

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care.

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this SLGIA or its regulatory requirements.

22.1.7 Order of Disclosure.

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this SLGIA. 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 SLGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies.

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at

law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to FERC, its Staff, or a State.
Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this SLGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this SLGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the SLGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this SLGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this SLGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

23.1 Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events**.**

Article 24. Information Requirements

24.1 Information Acquisition.
Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2 Information Submission by Transmission Provider.
The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer.
The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one-hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the Revised LGIP. It shall also include any additional information provided to Transmission Provider for the Definitive Interconnection System Impact Study and Interconnection Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to 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 Transmission Provider Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation.

Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

25.1 Information Access.

Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this SLGIA; and (ii) carry out its obligations and responsibilities under this SLGIA. 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 SLGIA.

25.2 Reporting of Non-Force Majeure Events.

Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this SLGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this SLGIA.

25.3 Audit Rights.

Subject to the requirements of confidentiality under Article 22 of this SLGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this SLGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this SLGIA. 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 Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records.

Accounts and records related to either Party's performance or satisfaction of all obligations under this SLGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5 Audit Results.

If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

26.1 General.
Nothing in this SLGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this SLGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this SLGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal.
The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this SLGIA. 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 Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this SLGIA. Any applicable obligation imposed by this SLGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance.
The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

27.1 Submission.
In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this SLGIA or its performance, such Party (the “disputing Party”) shall provide the other Party with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this SLGIA.

27.2 External Arbitration Procedures.
Any arbitration initiated under this SLGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator

within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

27.3 Arbitration Decisions.

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this SLGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

27.4 Costs.

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one-half the cost of the single arbitrator jointly chosen by the Parties.

Article 28. Representations, Warranties, and Covenants

28.1 General.

Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing.

Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this SLGIA 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 SLGIA.

28.1.2 Authority.
Such Party has the right, power and authority to enter into this SLGIA, to become a Party hereto and to perform its obligations hereunder. This SLGIA 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 SLGIA 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 SLGIA 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 SLGIA, and it will provide to any Governmental Authority notice of any actions under this SLGIA that are required by Applicable Laws and Regulations

Article 29. Joint Operating Committee

29.1 Joint Operating Committee.
Except in the case of ISOs and RTOs, Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this SLGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

29.1.1 Establish data requirements and operating record requirements.

29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.

29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the interconnection of the Large Generating Facility to the Transmission System.

29.1.5 Ensure that information is being provided by each Party regarding equipment availability.

29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect.
This SLGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 Conflicts.
In the event of a conflict between the body of this SLGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this SLGIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation.
This SLGIA, 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 SLGIA, 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 SLGIA), 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 SLGIA or such Appendix to this SLGIA, or such Section to the Revised LGIP or such Appendix to the Revised LGIP, as the case may be; (6) ”hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this SLGIA 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 SLGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this SLGIA. 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 SLGIA.

30.5 No Third Party Beneficiaries.

This SLGIA 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 SLGIA to insist, on any occasion, upon strict performance of any provision of this SLGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this SLGIA 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 SLGIA. Termination or Default of this SLGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this SLGIA shall, if requested, be provided in writing.

30.7 Headings.

The descriptive headings of the various Articles of this SLGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this SLGIA.

30.8 Multiple Counterparts.

This SLGIA 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 SLGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties.

The Parties may by mutual agreement amend the Appendices to this SLGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this SLGIA 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 SLGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this SLGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this SLGIA 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 SLGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

IN WITNESS WHEREOF, the Parties have executed this SLGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Transmission Provider

Public Service Company of Colorado

By: */s/ Ian R. Benson*
Ian R. Benson

Title: Area Vice President,
Transmission Strategy and Planning
Xcel Energy Services, Inc.
Authorized Agent for Public Service
Company of Colorado

Date: 8/17/2021

Interconnection Customer

Front Range-Midway Solar Project, LLC.

By: */s/ Brian Kunz*
Brian Kunz

Title: Authorized Representative

Date: 8/4/2021

By: */s/ Nikolas Novograd*
Nikolas Novograd

Title: Authorized Representative

Date: 8/4/2021

Appendix A to SLGIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

(a) [insert Interconnection Customer's Interconnection Facilities]:

(b) N/A

2. Network Upgrades:

N/A

3. Distribution Upgrades:

N/A

Appendix B to SLGIA

SLGIA Milestones

Action	Responsible Party	Estimated Completion Date
Provide written Notice to Proceed (NTP) with construction of Transmission Provider's Interconnection Facilities – Construction Authorization under Article 5.6.3	Interconnection Customer	08/01/2021
Security deposit of $50,000 for testing and commissioning of Transmission Provider Interconnection Facilities.	Interconnection Customer	08/01/2021
Interconnection Customer-Transmission Provider initial meeting to discuss pre-synchronization requirements	Interconnection Customer and Transmission Provider	06/01/2022
In-Service Date (ISD) for Transmission Provider Interconnection Facilities and Network Upgrades	Transmission Provider	08/01/2022
In-Service Date & Energization of Interconnection Customer's Interconnection Facilities	Interconnection Customer	08/07/2022
Initial Synchronization Date	Interconnection Customer	08/15/2022
Interconnection Customer-Transmission Provider meeting to discuss Interconnection Agreement testing requirements	Interconnection Customer and Transmission Provider	08/15/2022
Begin trial operation & testing	Interconnection Customer & Transmission Provider	08/31/2022
Commercial Operation Date	Interconnection Customer	10/31/2022
Release/return of security for Network Upgrades	Transmission Provider	To be released within one month of completing construction of the Network Upgrades (ISD)
Final accounting of costs incurred by Transmission Provider for construction of Transmission Provider Interconnection Facilities; refund overpayment, if any, of estimated costs	Transmission Provider	To be submitted within three months of completing construction of the Transmission Provider Interconnection Facilities and Network Upgrades

Action	Responsible Party	Estimated Completion Date
		(ISD)

Appendix C to SLGIA

Interconnection Details

Large Generating Facility:
Interconnection Customer's Surplus Generating facility is a 52.2 MW_{ac} Battery Energy Storage (BES) addition to the generator interconnection of GI-2014-6, a 100.2MW Solar Photovoltaic Generating Facility.

The BES Generating Facility will consist of sixty-six (66) Tesla Megapack inverters configured at 772.7kW/786.5kVA, each with its own 600V/34.5kV, 3120KVA pad-mounted step-up transformer. The collector systems of the PV and BES will interface with one 34.5/115kV, 70/93/116MVA wye-grounded/wye-grounded/buried delta main step-up transformer which in turn will connect to PSCo's Midway 115kV Substation

The Surplus Interconnection Service will be made available 24/7, all days of the year, for as long as: 1) the LGIA associated with GI-2014-6 is in effect, and 2) the battery storage facility is in operation and adheres to the terms of its future Surplus GIA.

The BES is only expected to charge from the PV Generating Facility.

Interconnection Customer is responsible to register its facility in accordance with any governing rules, including NERC's Rules of Procedure, and thereafter, to comply with the requirements applicable to the functions for which the Generator registers, unless otherwise agreed to and permitted by the NERC Rules of Procedure or other NERC guidance

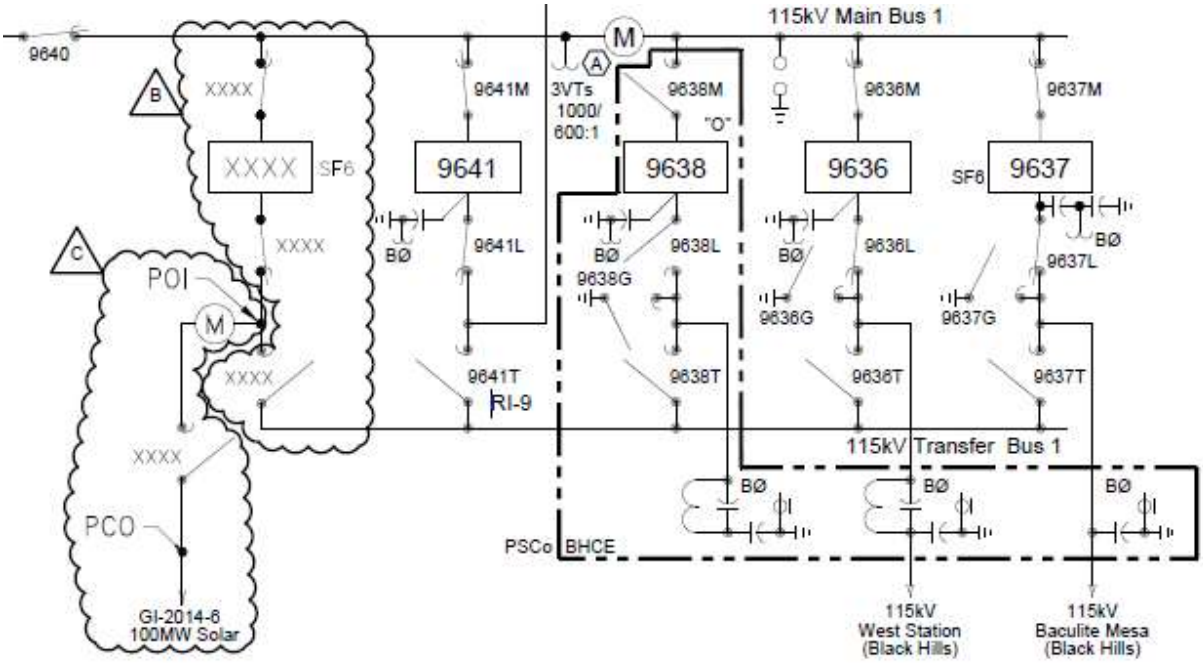
Point of Interconnection:

The Point of Interconnection (POI) is on the PSCo Midway 115kV Bus at the PSCo side of the Meter, as shown on the one-line below, which is the same POI at GI-2014-6.

The Point of Change of Ownership:

The Point of Change of Ownership (PCO), as indicated in the one-line diagram below, is that point at which Transmission Provider's 115kV line, from the Midway Substation, connects to the existing customer's transmission structure located outside the Midway Substation fence.

See one-line diagram below.



Interconnection Guidelines. The Interconnection Customer will comply with the Interconnection Guidelines. For Transmission Interconnected Producer-Owned Generation Greater Than 20 MW, as amended from time to time, and available at http://www.xcelenergy.com/docs/corpcomm/TransmissionInterconnectionGuidelines.pdf.

Communication. Customer will provide and maintain a dedicated, ring-down voice communication circuit between the Transmission Provider's Control Center (Lookout) and the Large Generating Facility Operator. The Large Generating Facility Operator is a 24/7 operator with full visibility and control of the entire Large Generating Facility. The Large Generating Facility Operator will have sufficient training and authority to operate the plant independently, and as directed by the Transmission Provider's System Operator to maintain transmission system reliability.

Interconnection Facilities. See Appendix A for details regarding the facilities required for interconnecting the Surplus Large Generating Facility with the Transmission Provider’s network.

Control Technology: The Interconnection Customer shall use the Plant Controller to limit the output of GI-2014-6 hybrid generating facility at all times, not to exceed 100.2MW.

Appendix D to SLGIA

Security Arrangements Details

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E to SLGIA

Commercial Operation Date

This Appendix E is a part of the SLGIA between Transmission Provider and Interconnection Customer.

[Date]

Transmission Account Representative
Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402

Re: **GI-2014-6** Large Generating Facility

Dear: _____

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. ___. This letter confirms that [Interconnection Customer] commenced Commercial Operation of Unit No. ___ at the Large Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]
By: _____

Title: _____
_____
_____

Date: _____

Appendix F to SLGIA

Addresses for Delivery of Notices and Billings

Notices:.

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services, Inc.
414 Nicollet Mall
Minneapolis, MN 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.C.Moeller@xcelenergy.com

Interconnection Customer:

Derek Sunderman
Front Range Midway Solar Project, LLC
c/o Savion, LLC.
422 Admiral Blvd.
Kansas City, MO 64106
Telephone: 785.766.7613
Email: dsunderman@savionenergy.com

And

Peter Jones, Manager of Transmission
Front Range Midway Solar Project, LLC
c/o Savion, LLC
422 Admiral Blvd.
Kansas City, MO 64106
(916)568-0570
pjones@savionenergy.com

Operation Issues:

Transmission Provider:

Manager, System Operations
Xcel Energy Services, Inc.
P.O. Box 1078
Golden, CO 80402

303-273-4797
Robert.staton@xcelenergy.com

Interconnection Customer:

Derek Sunderman
Front Range Midway Solar Project, LLC
c/o Savion, LLC.
422 Admiral Blvd.
Kansas City, MO 64106
Telephone: 785.766.7613
Email: dsunderman@savionenergy.com

And

Peter Jones, Manager of Transmission
Front Range Midway Solar Project, LLC
c/o Savion, LLC
422 Admiral Blvd.
Kansas City, MO 64106
(916)568-0570
pjones@savionenergy.com

Billings and Payments:

Transmission Provider:

Transmission Account Representative
Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402
Phone: (303) 273-4679

Interconnection Customer:

Accounts Payable
Front Range Midway Solar Project, LLC
c/o Savion, LLC.
422 Admiral Blvd.
Kansas City, MO 64106
Telephone: 816.213.3561
Email: malexander@savionenergy.com

And

Derek Sunderman
Front Range Midway Solar Project, LLC
c/o Savion, LLC.
422 Admiral Blvd.
Kansas City, MO 64106
Telephone: 785.766.7613
Email: dsunderman@savionenergy.com

APPENDIX G
TESTING PROCEDURES

100.2 MW PV Solar 52.2 MW Battery Energy Storage 100.2 MW combined rated maximum output				
*NOTE** Performance test period begins upon 1) successful commissioning of all generation equipment and other major electrical equipment to be connected to the Point of Interconnection, 2) SCADA in place, with all points available and active, and 3) Notification to PSCo by owner of readiness to start. 4) Ring-down telephone from Lookout to Generator Operation Center in place to be used for test communications. Test Period ends upon successful completion of all tests.* *A single voltage controller is expected to coordinate the reactive output of both facilities to achieve the desired POI voltage, VAR, or power factor setpoint.*				
Requirement	**Specific Req.**	**Test**	**Pass**	**Conditions**
Power Factor/VAR control at Point of Interconnection (POI), which will the Midway 115kV substation.	Prove power factor/VAR control and limits at various levels	Maximum leading and lagging reactive power capability at the POI and the high side of the GSU (combined solar and battery facilities). Maximum leading and lagging reactive power capability at the POI and the high side of the GSU while only producing solar power. Maximum leading and lagging reactive power capability at the POI and the high side of the GSU while only producing battery power. Maximum leading and lagging reactive power capability at the POI and the high side of the GSU of	Exceeding Power Factor ratings of 0.95 at the high side of the GSU shall be considered acceptable Initial system conditions shall be considered when evaluating the performance of the facility	Full lag and lead PF (0.95 both directions, measured at the high side of the GSU) at 10%–50%, and >90% of rated MW output (100.2 MW and 52.2 MW) Voltages within acceptable limits

		the solar facility while charging the battery.		
		Unity power factor at the POI. This test will be performed with both facilities producing power, solar power only, solar power charging the battery, and battery power only.	-1 ≤MVARS≤ +1 at the POI	10%–50%, and >90% of rated MW output
		Low output MVAR control	-5 ≤MVAR ≤ 0 at the POI Report reactive shunts in use, or other source(s) of reactive compensation Demonstrate automatic and manual operation of shunt reactors or other source(s) of reactive compensation adequate to offset transmission line charging	<10% of the rated combined rated MW output The facility shall not be curtailed to achieve a low MW output

	Full line capacitance compensation at zero irradiance conditions (Demonstrate full reactive power compensation for line/collector capacitance)	Offset VAR output of connecting line at the POI	-5 ≤MVAR ≤ 0 at the POI Report reactive shunts in use, or other source(s) of reactive compensation Demonstrate automatic and manual operation of shunt reactors or other source(s) of reactive compensation adequate to offset transmission line charging	≤ 0 MW output at the POI The facility shall not be curtailed to achieve zero MW output
Voltage control at the POI	Raise/lower setpoint	Series selected at time of test, e.g., "raise 5.0 kV" Increment setpoint by predetermined value (minimum of two steps above and below base voltage) This test will be performed with both facilities producing power, solar power only, solar power charging the battery, and battery power only.	Proper direction, e.g., raise not lower, as requested, subject to p.f. limits	>50% of rated MW output

	Hold voltage setpoint	Setpoint selected at time of test, e.g., 1.01 p.u This test will be performed with both facilities producing power, solar power only, solar power charging the battery, and battery power only.	Voltage held within +/- 1% as plant is capable, within power factor limits Variability recorded and noted	>50% of rated MW output at start of test period (may drop below during test), up to 6+ hours duration
Frequency Response	Per FERC Order 842, install, maintain, and operate equipment capable of providing primary frequency response.	Provide an increase/decrease in power due to sudden changes in frequency. This test will be performed with both facilities producing power, solar power only, solar power charging the battery, and battery power only.	Provide an adequate response (based on nameplate rating) given the droop, deadband, and initial frequency excursion settings (e.g. 3% droop, ±.036Hz deadband, and 0.07Hz initial excursion setting)	Speed governor reference change with the applicable unit(s) online. Tests to be completed with the facilities at 30%-70% and at > 75% nameplate capacity ratings For the underfrequency tests curtailment will be required for each facility to provide the necessary headroom. Scheduling these tests to coincide with MOD-27 testing shall be acceptable.

Communication	Responsiveness	Series of reasonable requests, e.g., "switch to voltage control mode", "report inverters online", "reduce output to XX MW"	Professional, prompt (within one minute) response, accurate and complete. 100% compliance for one week	0-100% of rated MW output test range
	Physical link	Documented dedicated circuit between Lookout & Generator Operating center	Documentation submitted prior to operational testing	No operational requirement
		Site visit to operations center (most likely a PSCo engineer or manager)	Written summary of how control center works, and first-hand validation. Visit may be waived or delayed at PSCo discretion	No operational requirement
		Provide EMS/SCADA points from plant to Lookout	Verified receipt of points via EMS including MW/MVAR output at POI, inverter statuses, and other relevant data from the facility	No operational requirement
		Respond to EMS dispatch signals with change in output (adequate response at PSCo's discretion) PSCo may require separate AGC signals for each facility.	Demonstrate down and up response to AGC signal at the POI provided the system is already curtailed AND there is enough irradiance or headroom to reach the AGC setpoint	>50% of rated MW output available throughout the test

APPENDIX H

REQUIREMENTS APPLICABLE TO SURPLUS INTERCONNECTION SERVICE

Where this SLGIA provides for Surplus Interconnection Service, Interconnection Customer acknowledges, agrees to, and will be required to operate under the following conditions:

1) The total output as measured at the Point of Interconnection for this Surplus Generating Facility and the Existing Generating Facility must be less than or equal to Interconnection Service limit (100.2 MW106 MVA output) (hereinafter, "Interconnection Service limit").

2) In the event that the sum of the simultaneous energy output of the Surplus Interconnection Service Generating Facility and the Existing Generating Facility exceeds such Interconnection Service limit, Transmission Provider reserves the right to curtail and/or disconnect the Generating Facility immediately.

3) The total 100.2 MW106 MVA output at the Point of Interconnection resulting from the combined output of the Generating Facility with Surplus Interconnection Service 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.

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 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.

APPENDIX I-1

Executed Monitoring and Consent Agreement

Exhibit I-1

MONITORING AND CONSENT AGREEMENT

entered into by and among

Front Range Midway Solar Project, LLC (as "Interconnection Customer"),
Front Range Midway Solar Project, LLC (as "Existing Generator Facility Interconnection Customer)
And
Public Service Company of Colorado ("Transmission Provider")

entered into on the17th day of August, 2021

MONITORING AND CONSENT AGREEMENT

Interconnection Customer plans to own, lease and/or control and operate a Surplus Interconnection Service Generating Facility ("Generating Facility") and hereby consents to have the operation of the Generating Facility be monitored in accordance with this Monitoring and Consent Agreement ("Agreement") as detailed in **Attachment A** of this Agreement and in accordance with the terms and conditions for Surplus Interconnection Service in the Xcel Energy Joint OATT ("Tariff") and in accordance with the Surplus Large Generator Interconnection Agreement ("SGLIA") to be entered into for the Generating Facility pursuant to Attachment N of the Tariff. Interconnection Customer proposes to interconnect the Generating Facility at the same Point of Interconnection ("POI") as the Existing Generating Facility as detailed in **Attachment A** of this Agreement.

Existing Generating Facility Interconnection Customer owns, leases and/or controls and operates an existing photovoltaic solar facility (the "Existing Generating Facility)" and is offering to coordinate its Interconnection Service with Interconnection Customer to affect a request for Surplus Interconnection Service with the Generating Facility, and hereby consents to have the operation of the Existing Generating Facility be monitored in accordance with this Monitoring Agreement.

Transmission Provider owns and operates the Transmission System to which the existing Generating Facility is interconnected, and to which Interconnection Customer proposes connecting the Generating Facility at the POI of the Existing Generating Facility. Transmission Provider as the Balancing Authority is responsible for monitoring generation in compliance with NERC Balancing Authority Reliability Standards and is therefore required to perform monitoring functions of the Generating Facility. Transmission Provider may therefore be required to perform monitoring functions as set forth in this Agreement and in accordance with the terms and conditions for Surplus Interconnection Service in the Tariff in accordance with this SGLIA.

It is expressly understood and agreed that, except as otherwise expressly permitted under this Agreement, the combined Generating Facility and Existing Generating Facility **Interconnection Service limit (100.2 MW, 106 MVA output) shall not at any time exceed** the

lower of 1) the Existing Generating Facility then-effective maximum interconnection service of **100.2 MW, 106 MVA output,** or 2) the applicable lower demonstrated capability limit as set forth in **Attachment A** (hereinafter "Interconnection Service Limit"); and the Generating Facility shall monitor and control at all times the net injection at the POI such that the sum of the simultaneous energy output of the Generating Facility and the Existing Generating Facility shall not exceed the Interconnection Service limit in **Attachment A** of this Agreement. Interconnection Customer shall pay for monitoring costs required to ensure that the Existing Generating Facility and the Generating Facility do not, together, exceed Interconnection Service Limit, including but not limited to construction costs, capital costs, and operating and maintenance costs, unless the Interconnection Customer and Existing Generating Facility Interconnection Customer mutually agree that the Existing Generating Facility Interconnection Customer pay for such costs.

Notwithstanding the foregoing, an exceedance of the Interconnection Service Limit may be allowed by Transmission Provider if [each][both] of the following conditions are met:

- Interconnection Customer and Transmission Provider agree to implement frequency response capability that allows for a temporary exceedance of the Interconnection Service Limit in order to provide frequency support during a disturbance; and

- Real-time frequency is below the frequency response deadband setting and the exceedance is equal to or less than the expected frequency response.

Interconnection Customer shall provide Transmission Provider with real-time KV, Amps, MW, MVAR and MVA readings from the Generating Facility and integrated hourly values. Such information shall be refreshed as frequently as allowed by the SCADA system for the Generating Facility, not to exceed sixty (60) second intervals. The Generation Facility shall have the capabilities for Automatic Generation Control. Interconnection Customer shall also pay for monitoring and communication costs required for the Transmission Provider to monitor the Interconnection Service Limit via SCADA including but not limited to construction cost, capital cost, and operating and maintenance costs, unless the Interconnection Customer and Existing Generating Facility Interconnection Customer agree the Existing Generating Facility shall be responsible for such costs. The Generation Facility shall comply with all operating instructions they receive from Transmission Provider unless such actions would violate safety, equipment, regulator or statutory requirements.

Interconnection Customer will be required to provide Transmission Provider with site specific meteorological data including: manufacturer, model and year of all panels, inverters and meteorological instrumentation, latitude and longitude of the center of the solar panels for every inverter and every meteorological tower, real-time data including inverter generation (kW), inverter availability, direct normal solar isolation (solar intensity), temperature, barometric pressure, wind speed (mph), wind direction (degrees relative to true north) and solar panel manufacturer power curve. The information provided shall be refreshed as frequently as allowed by the SCADA system, not to exceed sixty (60) second intervals.

The Generation Facility shall provide the Transmission Provider with the following real-time battery specific data points: real-time energy capacity, total charging cycles and

discharging cycles, state of charge, rated power capacity (if this changes drastically due to ambient conditions), and alarms. The information provided shall be refreshed as frequently as allowed by the SCADA system, not to exceed sixty (60) second intervals.

Interconnection Customer Reporting requirements

On a monthly basis by the seventh Calendar Day in the new month, or within 24 hours following an exceedance of the Interconnection Service Limit, Interconnection Customer (or another Party if mutually agreed otherwise by the Parties), shall provide a report for the prior month's MW, MVA and MVAR output, on a 15 minute interval, of the Generating Facility and the Existing Generating Facility.

Within 24 hours following an exceedance of the Interconnection Service Limit (a "System Operating Limit (SOL) violation event"), Interconnection Customer (or another Party if mutually agreed otherwise by the Parties), shall report all pertinent information regarding the System Operating Limit (SOL) violation event to Transmission Provider and NERC.

System Operating Limit (SOL) violation event. A System Operating Limit (SOL) violation event may be considered "Unreserved Use" under the Tariff and charges shall be applied to Interconnection Customer.

Actions upon occurrence of a System Operating Limit (SOL) violation event

Upon occurrence of a System Operating Limit (SOL) violation event, the monitoring party shall coordinate the implementation of the Interim Action Plan, as referenced in **Attachment B-1**, as well as a Long-Term Action Plan with Transmission Provider. A "Long-Term Action Plan" is a plan meant to permanently address the root cause for the occurrence of the System Operating Limit (SOL) violation event(s). An "Interim Action Plan" is a temporary solution to prevent another System Operating Limit (SOL) violation event from occurring until the Long-Term Action Plan is enacted. Transmission Provider shall take the following actions to implement either the Interim Action Plan or the Long-Term Action Plan, as applicable:

1. After the occurrence of a first System Operating Limit (SOL) violation event, Transmission Provider will implement the steps identified in the Interim Action Plan and request Interconnection Customer to submit a Long-Term Action Plan.

2. Transmission Provider will continue to implement the Interim Action Plan until the Interconnection Customer submits for approval and Transmission Provider authorizes the Long-Term Action Plan.

3. After the Interconnection Customer submits the Long-Term Action Plan, the Transmission Provider will remove the implementation of the Interim Action Plan and authorize the implementation of the Long-Term Action Plan.

4. If the Long-Term Action Plan fails to prevent another System Operating Limit (SOL) violation event, as determined in the reasonable discretion of Transmission Provider, Transmission Provider will immediately implement the Interim Action Plan and request that the Interconnection Customer submit a

revised Long-Term Action Plan within 15 Business Days following such additional System Operating Limit (SOL) violation event.

a. If the Interconnection Customer submits documentation reasonably demonstrating that the revised Long-Term Action Plan will prevent future System Operating (SOL) Limit violation events, Transmission Provider will stop the implementation of the Interim Action Plan and instead implement the revised Long-Term Action Plan.

b. If Interconnection Customer fails to provide documentation reasonably demonstrating that the Long-Term Action Plan has been revised in a manner reasonably likely to prevent future System Operating Limit (SOL) violation events, Transmission Provider may in its discretion file for termination of the SLGIA with FERC.

Interim Action Plan:

The Interim Action Plan shall be coordinated and developed by Transmission Provider prior to the execution of the SLGIA and will be included in **Attachment B** to this Agreement.

The Interim Action Plan may include one or both of the following items:

1. Interconnection Customer and Existing Generating Facility Interconnection Customer shall curtail the Surplus Interconnection Service Generating Facility output to zero injection after the occurrence of a Reliability Service Limit Violation Event;

2. Interconnection Customer shall open-up the breakers connecting the Generating Facility to the transmission system after the occurrence of a System Operating Limit (SOL) violation event.

Long-term action plan:

An acceptable Long-Term Action Plan may include the following items:

1. Interconnection Customer shall work with Transmission Provider and Existing Generating Facility Interconnection Customer to propose a design for the installation of the necessary controls (such as physical equipment, enhanced procedures, or operator monitoring tools) to prevent a reoccurrence of a Reliability Service Limit Violation Event. Transmission Provider shall have the sole discretion to determine whether installation of the proposed changes are required, and when they shall be installed by Interconnection Customer. Interconnection Customer shall pay all costs for installation of controls deemed reasonably necessary by Transmission Provider to prevent the reoccurrence of System Operating Limit (SOL) violation event.

2. Implementation of "Operating Guides" to prevent future System Operating Limit (SOL) violation events. Such Operating Guides may state which Operating Mode

the Generating Facility shall use to reliably operate within the required power factor and regulating voltage at the POI.

Acceptable action plan timeline and entities that shall receive and approve the plan:

1. Within 15 Business Days following the first System Operating Limit (SOL) violation event occurrence (or such longer period of time as may be reasonably required so long as Interconnection Provider is diligently pursuing the root cause of the System Operating Limit (SOL) violation event and assessing how to prevent another System Operating Limit (SOL) violation event), Interconnection Customer (or another Party if mutually agreed otherwise by the Parties) will submit a Long-Term Action Plan to Transmission Provider for approval.

2. Within 15 Business Days following receipt by Transmission Provider receiving the Long-Term Action Plan, Transmission Provider will send out a decision Notice, coordinated among the Parties, as to whether the Long-Term Action Plan has been approved.

3. If the Long-Term Action Plan is not approved, Transmission Provider shall clearly state the reasons for such rejection, and Interconnection Customer (or another Party if mutually agreed otherwise by the Parties) will submit a revised Long-Term Action Plan within 10 Business Days following receipt of Transmission Provider's rejection, addressing Transmission Provider's stated concerns.

4. If, after the implementation of the Long-Term Action Plan, another System Operating Limit (SOL) violation event occurs, Interconnection Customer shall submit a revised Long-Term Action Plan to prevent any future System Operating Limit (SOL) violation events within 15 Business Days (or such longer period of time as may be reasonably required so long as Interconnection Provider is diligently pursuing the reason for the failure of such Long-Term Action Plan to prevent another System Operating Limit (SOL) violation event after the occurrence of such System Operating Limit (SOL) violation event.

This Agreement does not amend, modify or supplement any agreement between the owner of the Existing Generating Facility Interconnection Customer and Transmission Provider regarding the interconnection and operation of the Existing Generating Facility, nor does it modify or supplement any of the provisions in the required Surplus Large Generator Interconnection Agreement among Generating Facility and Transmission Provider, including with respect to the Breach of any provision hereof.

Unless previously terminated, this Agreement shall automatically terminate if (i) Interconnection Customer's Interconnection Request is withdrawn; or (ii) the existing Large Generator Interconnection Agreement for the Existing Generating Facility terminates.

This Agreement shall become **Exhibit I-1** in the SLGIA and shall remain in effect during the term of the Surplus Interconnection Service under the SLGIA.

Notices

General. Any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party may be so given, tendered or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services, Inc.
414 Nicollett Mall
Minneapolis, MN 55401
612-330-6773 or 612-328-8226 ext. 0
Mark.c.moeller@xcelenergy.com

Interconnection Customer:

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Ruhua You, Director of Transmission
360 Pine Street, Suite 500
San Francisco, CA, 94104
Email: ruhua.you@candelarenewables.com
Phone: 4083981712

AND

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Roy Skinner, VP of Project Siting and Execution
360 Pine Street, Suite 500
San Francisco, CA, 94104
Email: Roy.Skinner@candelarenewables.com
Phone: 4155316909

Billings and Payments:

Transmission Provider:

Transmission Account Representative
Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402
Phone: (303) 273-4679

Interconnection Customer:

Accounts Payable
Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Geraldine Fulgham,
360 Pine Street, Suite 500
San Francisco, CA, 94104
Email: geraldine.fulgham@candelarenewables.com

AND

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Ruhua You, Director of Transmission
360 Pine Street, Suite 500
San Francisco, CA, 94104
Email: ruhua.you@candelarenewables.com
Phone: (408) 398-1712

AND

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Roy Skinner, VP of Project Siting and Execution
360 Pine Street, Suite 500
San Francisco, CA, 94104
Email: Roy.Skinner@candelarenewables.com
Phone: (415) 531-6909

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original Agreement among the Parties.

Transmission Provider

Public Service Company of Colorado

By: */s/ Ian R. Benson*
Ian R. Benson

Title: Area Vice President
Transmission Strategy and Planning
Xcel Energy Services, Inc.
Authorized Agent for Public Service
Company of Colorado

Date: 8/17/2021

Interconnection Customer

Front Range-Midway Solar Project, LLC

By: */s/ Brian Kunz*
Brian Kunz

Title: Authorized Representative

Date: 8/4/2021

By: */s/ Nikolas Novograd*
Nikolas Novograd

Title: Authorized Representative

Date: 8/4/2021

Existing Generating Facility Interconnection Customer

Front Range-Midway Solar Project, LLC

By: */s/ Brian Kunz*
Brian Kunz

Title: Authorized Representative

Date: 8/4/2021

By: */s/ Nikolas Novograd*
Nikolas Novograd

Title: Authorized Representative

Date: 8/4/2021

MONITORING AND CONSENT AGREEMENT
Attachment A

1. Generating Facility Point of Interconnection ("POI"): Midway 115kV Substation

2. Interconnection Customer's representation of the Existing Generating Facility capacity (lower of demonstrated capability or study output limit at the POI or the level in Energy Displacement Agreement to be attached as SLGIA Appendix I-2)
   (MW):100.2
   (MVAR):35.6
   (MVA): 106

3. Generating Facility Interconnection Request capacity
   (MW):52.2
   (MVAR): 26.4
   (MVA): 58.5

4. Interconnection Service limit of the Generating Facility and Existing Generating Facility capacity at the POI (shall not be greater than 2) above):
   (MW):100.2
   (MVAR):35.6
   (MVA): 106

Comments:

MONITORING AND CONSENT AGREEMENT
Attachment B

INTERIM ACTION PLAN

After the occurrence of a System Operating Limit (SOL) violation event, the following steps shall be taken by Interconnection Customer:

1. The Party that first becomes aware of the occurrence of a System Operating Limit (SOL) violation event shall notify the other Parties that such an event has occurred;

2. Transmission Provider **shall immediately determine** if the Generation Facility can stay online or if it must come offline and shall notify Interconnection Customer of its determination.

    a. If the Generation Facility can remain online, Transmission Provider shall:

        i. Determine what MW and MVAR limit the Generation Facility must stay within to remain online and communicate the same to Interconnection Customer;

        ii. State if such limits may or may not be profiled throughout the day.

        iii. Such limits shall be at the sole discretion of Transmission Provider.

    b. If the Generation Facility must come offline, Transmission Provider shall:

        i. Order the Interconnection Customer to reduce the MW and MVAR output of the Generation Facility to zero; and

        ii. Communicate if the output breakers are required to be opened or not.

3. Interconnection Customer shall determine the root cause of the System Operating Limit (SOL) violation event and communicate the same to Transmission Provider.

4. Transmission Provider may, at its sole discretion, request Interconnection Customer to create an Operational Guide to capture the operating limits and additional or enhanced practices to be used for the remainder of the Interim Action Plan.

Appendix I-2

Executed Energy Displacement Agreement

Exhibit I-2

ENERGY DISPLACEMENT AGREEMENT

THIS ENERGY DISPLACEMENT AGREEMENT (sometimes hereinafter referred to as "Agreement") is made and entered into this 17th day of August, 2021, by and among Front Range Midway Solar Project, LLC, a limited liability company organized and existing under the laws of the State/Commonwealth of Delaware (as "Interconnection Customer"), Front Range Midway Solar Project, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Existing Generating Facility Interconnection Customer"), and Public Service Company of Colorado, a corporation organized and existing under the laws of the State of Colorado ("Transmission Provider"). Interconnection Customer, Existing Generating Facility Interconnection Customer, or Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Existing Generating Facility Interconnection Customer and Interconnection Customer each own (or will own) electric facilities and is (or will be) engaged in generation and/or sale of electric power and energy; and

WHEREAS, Interconnection Customer intends to own, and operate, or manage a battery energy storage system facility located in Pueblo County, State of Colorado ("Generating Facility" or "Facility") with an expected Commercial Operation Date of October 31, 2022, pursuant to its planned Interconnection Request, and will interconnect either to the facilities owned by Existing Generating Facility Interconnection Customer or to the Transmission System of Transmission Provider; and

WHEREAS, Existing Generating Facility Interconnection Customer owns, operates, or manages a solar photovoltaic electric generating facility located in Pueblo County, State of Colorado which interconnects to the Transmission System of Transmission Provider (the "Existing Generating Facility") pursuant to an existing Standard Large Generator Interconnection Agreement ("LGIA").

WHEREAS, Interconnection Customer's Generating Facility as detailed in Attachment A of this Agreement shall connect at the same Point of Interconnection ("POI") as the Existing Generating Facility. Interconnection Customer has made a Surplus Interconnection Service Interconnection Request pursuant to Xcel Energy Joint OATT Attachment N Large Generator Interconnection Process ("LGIP") for the interconnection of the Generating Facility pursuant to a Surplus Large Generator Interconnection Agreement ("SLGIA").

Each of Interconnection Customer and Existing Generating Facility Interconnection Customer shall file the financial compensation (Rates, Terms and Conditions) arrangement with FERC separately, if necessary.

As specified in this Agreement, Interconnection Customer, Existing Generating Facility Interconnection Customer, or Transmission Provider, in accordance with the SLGIA, when the SLGIA becomes effective, shall be responsible for maintaining the net injection of energy at the POI such that the combined simultaneous energy output of the Generating Facility and the Existing Generating Facility shall not exceed the Interconnection Service limit in Attachment A of this Agreement.

The generation dispatch arrangements are shown in Attachment A. This Agreement does not amend, modify or supplement any agreement between the Existing Generating Facility Interconnection Customer and the Transmission Provider regarding the interconnection and operation of the Existing Generating Facility.

This Agreement shall become Exhibit I-2 to the SLGIA and shall remain in effect throughout the term of the Surplus Interconnection Service under the SLGIA. Interconnection Customer's output shall be limited to zero MWh under its SLGIA during all periods during which this Agreement is not in effect.

Termination

This Agreement shall have a term coincident with the term of the Surplus Large Generator Interconnection Agreement.

Unless previously terminated, this Agreement shall terminate if: (i) Interconnection Customer's Interconnection Request is withdrawn; or (ii) the SLGIA terminates. Either Existing Generating Facility Interconnection Customer or Transmission Provider may terminate this Agreement due to the occurrence of six (6) or more Interconnection Customer "Interconnection Service Limit Violation Events" (meaning any fifteen (15) minute interval where the Interconnection Service limit as set forth in the SLGIA is exceeded) during any twelve (12) month period.

Events of Breach. A "Breach" of this Agreement shall include:

(a) The occurrent of six (6) Interconnection Service Limit Violation Events during any twelve (12) month period;

(b) The failure to pay any amount when due;

(c) The failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;

(d) If a Party: (i) is adjudicated bankrupt; (ii) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or

shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) makes a general assignment for the benefit of its creditors; or (iv) consents to the appointment of a receiver, trustee or liquidator; or

(e) Failure of a Party to provide information or data to another Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement and seeks such information or data in writing from another Party.

Notice of Breach and Cure and Default. Upon the occurrence of an event of Breach, the Parties not in Breach, when a non-breaching Party becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party, and Transmission Provider. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

Upon the occurrence described in part (d) of **Events of Breach**, the Party experiencing such occurrence shall notify the other Parties in writing within seven (7) Calendar Days after the commencement of such occurrence. Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (sometimes hereinafter referred to as the "Cure Period") which shall be 30 Calendar Days unless such Breach is due to an occurrence under **Events of Breach** (a), (b) or (d) in which case the cure period will be five (5) Calendar Days.

If the Breach is such that it cannot be cured within the Cure Period, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the Breach within such Cure Period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to:

(A) cure the Breach, or to commence reasonable and appropriate steps to cure the Breach, within the Cure Period; or,

(B) completely cure the Breach within sixty (60) Calendar Days if the Breach occurs pursuant to Events of Breach (c) or (e),

the Breaching Party will be in Default of this Agreement and the non-Breaching Parties may, at their option, either in concert or individually, (1) act to terminate this Agreement for cause by notifying the other Parties in writing, or (2) take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.

Rights in the Event of Default. Notwithstanding the foregoing, upon the occurrence of an event of Default, any non-defaulting Party shall be entitled to exercise all rights and remedies it may have in equity or at **law.**

Notices

General. Any notice, demand or request required or permitted to be given by a Party to another Party and any instrument required or permitted to be tendered or delivered by a Party in writing to another Party may be so given, tendered or delivered, as the case may be, by depositing the same with the United States Postal Service with postage prepaid, for transmission by certified or registered mail, addressed to the Parties, or personally delivered to the Parties, at the address set out below:

Transmission Provider:

Manager, Transmission Business Relations
Xcel Energy Services, Inc.
414 Nicollet Mall
Minneapolis, MN 55401
Email: Mark.c.moeller@xcelenergy.com
Phone: (612) 330-6773 or (612) 328-8226, Ext. 0

Interconnection Customer:

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Ruhua You, Director of Transmission
360 Pine Street, Suite 500
San Francisco, CA 94104
Email: ruhua.you@candelarenewables.com
Phone: (408) 398-1712

AND

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Roy Skinner, VP of Project Siting and Execution
360 Pine Street, Suite 500
San Francisco, CA 94104
Email: Roy.Skinner@candelarenewables.com
Phone: (415) 531-6909

Operation Issues:

Transmission Provider:

Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402
Email: Robert.Staton@xcelenergy.com
Phone: (303) 273-4797

Interconnection Customer:

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Ruhua You, Director of Transmission
360 Pine Street, Suite 500
San Francisco, CA 94104
Email: ruhua.you@candelarenewables.com
Phone: (408) 398-1712

AND

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC

Attn: Roy Skinner, VP of Project Siting and Execution
360 Pine Street, Suite 500
San Francisco, CA 94104
Email: Roy.Skinner@candelarenewables.com
Phone: (415) 531-6909

Billings and Payments:

Transmission Provider:

Transmission Account Representative
Xcel Energy Services Inc.
P.O. Box 1078
Golden, CO 80402
Phone: (303) 273-4679

Interconnection Customer:

Accounts Payable
Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Geraldine Fulgham,
360 Pine Street, Suite 500
San Francisco, CA 94104
Email: geraldine.fulgham@candelarenewables.com
Phone:

AND

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Ruhua You, Director of Transmission
360 Pine Street, Suite 500
San Francisco, CA 94104
Email: ruhua.you@candelarenewables.com
Phone: (408) 398-1712

AND

Front Range-Midway Solar Project, LLC
c/o Candela Renewables, LLC
Attn: Roy Skinner, VP of Project Siting and Execution
360 Pine Street, Suite 500
San Francisco, CA 94104
Email: Roy.Skinner@candelarenewables.com
Phone: (415) 531-6909

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Public Service Company of Colorado

By: */s/ Ian R. Benson*
Ian R. Benson

Title: Area Vice President
Transmission Strategy and Planning
Xcel Energy Services, Inc.
Authorized Agent for Public Service Company of Colorado

Date: 8/17/2021

Interconnection Customer

Front Range-Midway Solar Project, LLC

By: */s/ Brian Kunz*
Brian Kunz

Title: Authorized Representative

Date: 8/4/2021

By: */s/ Nikolas Novograd*
Nikolas Novograd

Title: Authorized Representative

Date: 8/4/2021

Existing Generating Facility Interconnection Customer

Front Range-Midway Solar Project, LLC

By: */s/ Brian Kunz*
Brian Kunz

Title: Authorized Representative

Date: 8/4/2021

By: */s/ Nikolas Novograd*
Nikolas Novograd

Title: Authorized Representative

Date: 8/4/2021

ENERGY DISPLACEMENT AGREEMENT

Attachment A

1. Existing Generating Facility POI: Midway 115kV Substation

2. Generating Facility POI: Midway 115 kV Substation

3. Existing Generating Facility capacity (lower of demonstrated capability or study output limit at the POI): (MW):100.2 (MVAR): 35.6 (MVA): 106

4. Generating Facility Interconnection Request capacity
(MW):52.2 (MVAR):26.4 (MVA): 58.5

5. Aggregate Interconnection Service limit of the Generating Facility and Existing Generating Facility capacity at the POI shall not be greater than 3) above:
(MW):100.2
(MVAR): 35.6
(MVA): 106

Check as applicable:

Transmission Provider_____

Existing Generating Facility Interconnection Customer: __X____

Interconnection Customer ____

shall be solely responsible for the coordinated automatic generation control of the combined output of Interconnection Customer's Generating Facility and Existing Generating Facility. Existing Generating Facility Interconnection Customer and Interconnection Customer are the same entity.

Proposed Effective Date: 4/16/2016
Approved Effective Date: 4/16/2016

ATTACHMENT DD

Service Agreements For Balancing Authority Ancillary Service

NOTICE OF CANCELLATION

Cancels Service Agreement No. 409-PSCo

Second Amended and Restated Service Agreement For

Balancing Authority Ancillary Services

BETWEEN

PUBLIC SERVICE COMPANY OF COLORADO

AND

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

Dated: April 1 , 2017

(Supersedes 409-PSCo, previously effective December 1, 2015)

Version 0.2.0

ATTACHMENT EE

Reserved For Future Use

ATTACHMENT FF

Service Agreement For Transmission to Load Interconnection Service

NOTICE OF CANCELLATION

541-NSP MDEU-Trans to Load Intercon Svc Version: 0.3.0 Effective: 9/1/2014

Service Agreement No. 541-NSP

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Medford, a Wisconsin Municipal corporation

Dated as of January 1, 2013

NOTICE OF CANCELLATION

Service Agreement No. 542-NSP

542-NSP BNGR-Trans to Load Intercon Svc Version: 0.3.0 Effective: 9/1/2014

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

Village of Bangor, a Wisconsin Municipal corporation

Dated as of January 1, 2013

NOTICE OF CANCELLATION

543-NSP BARRON-Trans to Load Intercon Svc Version: 0.2.0 Effective: 9/1/2014

Service Agreement No. 543-NSP

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Barron, a Wisconsin Municipal corporation

Dated as of January 1, 2013

NOTICE OF CANCELLATION

Service Agreement No. 544-NSP

544-NSP BLMR-Trans to Load Intercon Svc Version: 0.2.0 Effective: 9/1/2014

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Bloomer, a Wisconsin municipal corporation

Dated as of January 1, 2013

NOTICE OF CANCELLATION

Service Agreement No. 545-NSP

545-NSP CDTT-Trans to Load Intercon Svc Version: 0.2.0 Effective: 9/1/2014

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

Village Of Cadott, a Wisconsin Municipal Corporation

Dated as of January 1, 2013

NOTICE OF CANCELLATION

Service Agreement No. 546-NSP

546-NSP CRNLL-Trans to Load Intercon Svc Version: 0.2.0 Effective: 9/1/2014

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Cornell, a Wisconsin Municipal corporation

Dated as of January 1, 2013

NOTICE OF CANCELLATION

Service Agreement No. 547-NSP

547-NSP RCLK-Trans to Load Intercon Svc Version: 0.2.0 Effective: 9/1/2014

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Rice Lake, a Wisconsin Municipal Corporation

Dated as of January 1, 2013

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

Service Agreement No. 548-NSP

Notice of Cancellation

548-NSP SPOON-Trans to Load Intercon Svc Version: 0.3.0 Effective: 6/13/2013

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Spooner, a Wisconsin municipal corporation

Dated as of January 1, 2013

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

NOTICE OF CANCELLATION

Service Agreement No. 549-NSP

549-NSP TREMPLO-Trans to Load Intercon Svc Version: 0.2.0 Effective: 9/1/2014

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

Village of Trempealeau, a Wisconsin Municipal corporation

Dated as of January 1, 2013

NOTICE OF CANCELLATION

550-NSP WKFLD-Trans to Load Intercon Svc Version: 0.3.0 Effective: 9/1/2014

Service Agreement No. 550-NSP

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Wakefield, a Michigan Municipal Corporation

Dated as of January 1, 2013

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Ada, a Minnesota municipal corporation

Dated as of May 8, 2015

VERSION 0.0.0.

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This TRANSMISSION TO LOAD INTERCONNECTION AGREEMENT ("Interconnection Agreement") is dated as of this 8th day of May, 2015, between City of Ada, Minnesota, a municipal corporation in the County of Norman, State of Minnesota, hereinafter called "Interconnection Customer", and Northern States Power Company, a Minnesota corporation

("NSPM") and Northern States Power Company, a Wisconsin corporation ("NSPW"), hereinafter jointly called "NSP" or "Transmission Provider". For purposes of this Interconnection Agreement, "Party" shall mean Interconnection Customer or Transmission Provider, and "Parties" shall mean Interconnection Customer and Transmission Provider.

RECITALS

0.01 **WHEREAS,** NSPM and NSPW are, *inter alia*, investor-owned electric utilities engaged in the business of generating, transmitting, distributing, and selling electric power and energy and related services in the States of Minnesota, North Dakota, South Dakota, Wisconsin and Michigan subject to, *inter alia*, the jurisdiction of the Federal Energy Regulatory Commission ("FERC"); and

0.02 **WHEREAS**, NSPM and NSPW operate an integrated electric transmission system ("NSP System" or "Transmission Provider's Transmission System") pursuant to the "Restated Agreement to Coordinate Planning and Operations and Interchange Power and Energy" between NSPM and NSPW ("Interchange Agreement"); and

0.03 **WHEREAS**, Transmission Provider has filed and the FERC has accepted the Xcel Energy Operating Companies Open Access Transmission Tariff ("Tariff"), as amended or supplemented from time to time, through which interconnection service to Interconnection Customer is to be provided; and

0.04 **WHEREAS,** Interconnection Customer is a municipal utility and owns and operates load serving electric distribution facilities in the State of Minnesota; and

0.05 **WHEREAS,** Interconnection Customer desires interconnection service at the Interconnection Customer's Interconnection Facilities; and

0.06 **WHEREAS**, the Parties agree to execute this Interconnection Agreement to provide the terms and conditions for interconnection of Interconnection Customer's facilities with Transmission Provider's electrical system and to define the continuing rights, responsibilities, and obligations of the Parties with respect to the use of certain of their own and the other Party's property, assets, and facilities; and

0.07 **WHEREAS**, the Parties desire to avail themselves of mutual benefits of coordinating the development and operations of their respective systems with respect to the Interconnection Facilities.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Rules of Construction

Capitalized terms used in this Interconnection Agreement shall have the meanings set forth above, in this Article I, or as set forth in the Tariff, whether in the singular or the plural or in the present or past tense. Other terms used in this Interconnection Agreement but not so defined shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined

herein that have well-known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

Section 1.02 Good Faith and Fair Dealing

The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Interconnection Agreement. Unless expressly provided otherwise in this Interconnection Agreement or in the Tariff, (a) where the consent, approval, or similar action is required by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed; and (b) wherever a Party has the right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

Section 1.03 General Provisions

The Parties recognize and agree that this Interconnection Agreement is entered into pursuant to and in accordance with NSP's obligations as a Transmission Provider under the Tariff and that NSP is acting in such capacity in entering into this Interconnection Agreement.

(a) In the event Interconnection Customer enters into any agreements with NSP or an Affiliate that are not in NSP's capacity as a Transmission Provider under the Tariff (*e.g.*, power purchase or retail service agreements), the Parties acknowledge and agree that such agreements shall be deemed to be separate and free-standing contracts that do not alter the terms of this Interconnection Agreement except to the extent specified therein.

(b) This Interconnection Agreement shall not be construed to create any rights between Interconnection Customer and Transmission Provider for any purpose other than providing Interconnection Service for the facilities described herein. Specifically, this Interconnection Agreement does not provide Interconnection Customer with any transmission, ancillary or other services under the Tariff.

(c) This Interconnection Agreement shall apply to interconnections of load and distribution systems, including, as applicable, generation resources (i) used to serve load which are interconnected to Interconnection Customer's distribution facilities and (ii) located on Interconnection Customer's side of the Point of Interconnection to the Transmission Provider's Transmission System. This Interconnection Agreement shall not apply to interconnections which materially support the transmission of electricity across Transmission Provider's Transmission System. The determination of whether this Interconnection Agreement applies to an interconnection request shall be made by Transmission Provider, in its sole reasonable discretion, on a comparable and non-discriminatory basis in accordance with Good Utility Practice.

(d) Except to the extent precluded by an Emergency, Force Majeure, Forced Outage or compliance with Applicable Law (including for the avoidance of doubt those necessary to comply with Reliability Standards), Transmission Provider shall reasonably consult with Interconnection Customer, and as appropriate negotiate an amendment to this Agreement, whenever (i) Transmission Provider requires Interconnection Customer to add, modify or improve its facilities that are the subject of this Interconnection Agreement; or (ii) Transmission Provider requires Interconnection Customer to change its operation standards or practices, or operation of facilities that are the subject of this Interconnection

Agreement, including curtailment procedures or practices. The requirements set forth in (i) and (ii) in the preceding sentence shall be applied on a comparable, just and reasonable and non-discriminatory basis in accordance with Good Utility Practice, as applicable, and Attachment U-1, as applicable.

(e) Any costs allocated to Interconnection Customer by Transmission Provider under this Agreement shall be in accordance with Attachment U-1 of the Tariff.

Section 1.04 Definitions

"Affiliate" shall have the meaning set forth in Section 1.1 of the Tariff.

"Applicable Law" 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 a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

"Attachment U-1" shall mean the Attachment to the Tariff known as the "Cost Allocation Procedures for Load Interconnections" or "Cost Allocation Procedures" which provides the interconnection request procedures and cost allocation methodology and standards applicable to this Interconnection Agreement.

"Balancing Area" shall mean an electric power system or combination of electric power systems bounded by interconnection metering and telemetering to which a common generation control scheme is applied in order to: (a) match the power output of generation resources within the electric power system(s) and energy delivered from or to entities outside the electric power system(s), with the load within the electric power system(s); (b) maintain scheduled interchange with other Balancing Areas, within the limits of Good Utility Practice; and (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of the NERC and the MRO.

"Balancing Area Operator" shall mean the entity with responsibility for operating and controlling generation and loads affecting Transmission Provider's transmission system. The Balancing Area Operator for the NSP System is the Midwest ISO, or its successor.

"Current Transformer" or "CT" shall mean a current transformer intended for metering, protective, or control purposes and designed to have its primary winding connected in series with a circuit carrying the current to be measured or controlled. A current transformer normally reduces current magnitudes to levels which can be handled by control, protection, and metering equipment.

"Effective Date" shall have the meaning set forth in Section 3.01.

"Emergency" shall mean a condition or situation that in the reasonable good faith determination of the affected Party based on Good Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property or the environment.

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission, or its successor.

"Financing Party" shall have the meaning set forth in Section 15.01(c).

"Force Majeure" shall have the meaning set forth in Section 10.1 of the Tariff.

"Forced Outage" shall mean in the case of Interconnection Customer's distribution system, taking the distribution system, in whole or in part, out of service by reason of an Emergency or Network Security condition, unanticipated failure or other cause beyond the reasonable control of Interconnection Customer, when such removal from service was not scheduled in accordance with Section 5.02; and, in the case of Transmission Provider taking its transmission system, in whole or in part, out of service by reason of an Emergency or Network Security Condition, unanticipated failure, or other cause beyond the reasonable control of NSP when such removal from service was not scheduled in accordance with Section 5.02.

"Good Utility Practice" shall have the meaning set forth in Article 1 of the Tariff.

"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 that 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 or any Affiliate thereof.

"Indemnified Party" shall have the meaning set forth in Section 14.02.

"Indemnifying Party" shall have the meaning set forth in Section 14.02.

"Initial Period" shall have the meaning set forth in Section 3.01.

"Interconnection Customer Interconnection Facilities" shall mean the equipment owned by Interconnection Customer for purposes of interconnecting to the Transmission Provider Interconnection Facilities, including but not limited to the substation, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment and any replacement or additional equipment that Interconnection Customer may install due to equipment failure or to meet changed industry standards and all related instrument transformers, substation and physical structures, all transmission facilities required to access the Point of Interconnection, and Interconnection Customer's metering, relays, electric energy collection network, and generation control equipment. The Interconnection Customer Interconnection Facilities are identified and described in Appendix A.

"Interconnection Facilities" shall mean the Interconnection Customer Interconnection Facilities and Transmission Provider Interconnection Facilities, collectively, as described in Appendix A.

"Interconnection Guidelines" shall mean *Xcel Energy's Interconnection Guidelines For Transmission Interconnected Customer Loads*, as they may be revised from time to time by Transmission Provider and posted on Transmission Provider's website (www.xcelenergy.com), the provisions of which shall apply to the Parties as set forth in this Interconnection Agreement.

"Interconnection Service" shall mean the service Transmission Provider will provide to Interconnection Customer to interconnect the Interconnection Customer Interconnection Facilities to the Transmission Provider's electric system (such facilities being described more fully in Appendix A), and the ongoing operations and maintenance of such facilities.

"Local Balancing Area Operator" or "LBA" shall mean the entity with responsibility for operating and controlling local generation and loads affecting Transmission Provider's transmission system, subject to the authority of the Balancing Area Operator. The Local Balancing Area Operator is the NSP Control Center or its successor.

"Meter Data Management Agent" or "MDMA" shall mean the entity designated by the Interconnection Customer through the execution of any necessary agreements to do so that provides meter data to the Transmission Provider and/or to MISO (as "Transmission Provider" as that term is defined in the MISO Tariff), whichever is applicable.

"Metering Device(s)" shall mean all meters, current and potential transformers, RTU, and data processing equipment used to measure, record, or transmit data relating to the electric power and energy output from, or input to, the Interconnection Customer, as identified in Appendix A. The Metering Point shall be separately identified from the Point of Interconnection.

"MISO" or "Midwest ISO" shall mean the Midwest Independent Transmission System Operator, Inc. or its successor organization.

"MISO Tariff" shall mean MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff in effect from time to time, as accepted for filing by FERC.

"MRO" shall mean the Midwest Reliability Organization, Inc., or its successor organization.

"NERC" shall mean the North American Electric Reliability Corporation, or its successor organization.

"Network Security" shall mean the ability of the NSP System to withstand sudden disturbances such as unforeseen conditions, electric short circuits or unanticipated loss of system elements.

"Network Upgrade" shall mean the additions, modifications, and upgrades to the NSP System at or beyond the Point of Interconnection.

"NSP Control Center" or "NSPCC" shall mean the NSP Transmission Control Center(s), as identified in Appendix B, responsible for operation of the NSP System, including the Transmission Provider Interconnection Facilities.

"Other Party Group" shall have the meaning set forth in Section 13.01(e).

"Planned Outage" shall mean action by (a) Interconnection Customer to take its equipment, facilities or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02; or (b) Transmission Provider to take its equipment, facilities and systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02.

"Point of Interconnection" shall mean the physical point or points at which the Interconnection Customer Interconnection Facilities interconnect with the Transmission Provider Interconnection Facilities, as depicted in Appendix A.

"Reasonable Efforts" shall mean, with respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

"Reliability Standards" shall mean mandatory reliability standards adopted by NERC or MRO and approved by FERC, as amended from time to time, applicable to the facilities owned, and/or operated by Interconnection Customer and Transmission Provider, respectively.

"Remote Terminal Unit" or "RTU" shall mean a device installed at a substation or generation facility, and at the NSPCC, and is used to provide communication for remote control and indication of substation or generation facility equipment from the NSPCC.

"SCADA" shall have the meaning set forth in Section 4.09.

"State Regulatory Commission" shall mean the state regulatory agency with jurisdiction over (a) the retail electric rates and tariffs of NSPM or NSPW where the Point of Interconnection is located, and (b) determination of need or siting for new transmission facilities.

"System Protection Facilities" shall mean the equipment required to protect (a) the Transmission Provider's electric system, the systems of others directly or indirectly interconnected with the Transmission Provider's electric system, and the Transmission Provider's customers from faults occurring on the Interconnection Customer's side of the Point of Interconnection; and (b) Interconnection Customer from faults occurring on the Transmission Provider's electric system or on the systems of others to which the Transmission Provider's electric system is directly or indirectly interconnected.

"Tariff" or "OATT" shall mean the Xcel Energy Operating Companies Open Access Transmission Tariff on file with FERC, as amended from time to time.

"Term" shall mean the period of time during which this Interconnection Agreement shall remain in force and effect.

"TOA" or "Transmission Owners Agreement" shall mean the Agreement of Transmission Facilities Owner to Organize the Midwest Independent Transmission System Operator, Inc. accepted by FERC Order dated September 16, 1998, as amended from time to time and accepted for filing by FERC.

"Transmission Provider Interconnection Facilities" shall mean those facilities owned by the Transmission Provider necessary to establish a physical interconnection between Transmission Provider's existing electric system and the Interconnection Customer Interconnection Facilities at the Point of Interconnection, including but not limited to switches, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment, and any replacement or additional equipment that Transmission Provider may install due to equipment failure or to meet changed industry standards. The Transmission Provider Interconnection Facilities are identified and described in Appendix A. The Transmission Provider Interconnection Facilities shall not include Network Upgrades.

"Voltage Transformer" or "VT" shall mean a transformer intended for metering, protective, or control purposes and designed to have its primary winding connected either between the primary conductors to be measured or between a conductor and ground. A voltage transformer normally reduces voltage magnitudes to levels which can be handled by control, protection, and metering equipment. The historic term for a VT is potential transformer.

ARTICLE II
SCOPE

Section 2.01 Scope of Interconnection Agreement

(a) General. Transmission Provider shall provide Interconnection Service to Interconnection Customer as provided herein. This Agreement supersedes any prior interconnection agreement(s) between the Parties through which the Interconnection Customer's Interconnection Facilities were interconnected to Transmission Provider's electrical system. However, unless listed, any other agreements or schedules under which

services are or may be provided shall remain in force. Specifically, this Interconnection Agreement supersedes the following agreement(s) as of the Effective Date: pro forma Transmission to Load Interconnection Agreement, service agreement 583, version 0.0.0. effective January 1, 2015.

(b) Limited Scope of Interconnection Agreement. This Interconnection Agreement sets forth the terms and conditions of Interconnection Service provided by Transmission Provider to Interconnection Customer. Although the Transmission Provider intends this Interconnection Agreement to be a service agreement under the Tariff, the establishment of Interconnection Service under this Interconnection Agreement does not in itself entitle Interconnection Customer to receive any services under the Tariff other than the Interconnection Service, as provided for herein. Any other services that Interconnection Customer may require, such as transmission service, must be separately arranged under the Tariff or MISO Tariff in accordance with the terms and conditions of such tariff, and paid for by Interconnection Customer or other user of such services.

(c) Other Arrangements. Interconnection Customer is responsible for making arrangements for the power supply of its load requirements and delivery of capacity and energy to its system. The establishment of an interconnection under this Interconnection Agreement does not in itself entitle Interconnection Customer to obtain any services from the Transmission Provider that may be subject to the jurisdiction of FERC, or the State Regulatory Commission; Interconnection Customer must arrange for any such services in accordance with the applicable provider's tariff or service requirements.

Section 2.02 Facilities Served. The scope of the Interconnection Service provided hereunder is based on Interconnection Customer's description of its facilities (including the Interconnection Customer Interconnection Facilities), and Transmission Provider's description of its facilities (including the Transmission Provider Interconnection Facilities), as set forth in Appendix A.

ARTICLE III
TERMS AND TERMINATION

Section 3.01 Term. This Interconnection Agreement shall become effective on the first day of the first month after being executed by the Parties, unless the Parties shall provide otherwise, or if filed unexecuted, upon the date specified by FERC ("Effective Date"). Unless terminated earlier in accordance with Section 3.02 below, this Interconnection Agreement shall remain in effect for an initial period of ten (10) years from the Effective Date ("Initial Period"), and from year to year thereafter, but shall be subject to termination by either Party at the end of the Initial Period or on any anniversary date thereof by such Party giving written notice of its intention to terminate not less than twelve (12) months prior to the end of the Initial Period and/or anniversary date.

In the event either Party provides notice of termination of this Interconnection Agreement under this Section 3.01, and Interconnection Customer still requires interconnection service to serve loads on its distribution system, the Parties shall use commercially Reasonable Efforts to negotiate a replacement interconnection agreement. If Interconnection Customer no longer requires interconnection service, upon termination of this Interconnection Agreement, Transmission Provider may, at its sole discretion and at Interconnection Customer's expense, permanently disconnect or remove the Transmission Provider Interconnection Facilities, provided such expense is just and reasonable and not unduly discriminatory.

Section 3.02 Early Termination. Notwithstanding the term specified in Section 3.01, this Interconnection Agreement may be terminated early in the following circumstances: (a) by mutual

agreement among the Parties; or (b) by either Party in the event of any material breach of this Interconnection Agreement by the other Party, provided, such termination shall be subject to FERC approval as set forth in Section 15.03 of this Interconnection Agreement.

The Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising out of an early termination under this Section 3.02. In the event of a Dispute regarding the early termination fee, either Party may request dispute resolution pursuant to the procedures in Article XVI.

Section 3.03 Survival. Certain provisions of this Interconnection Agreement shall continue in effect after termination of this Interconnection Agreement to give full effect to its terms. Such provisions include, but are not necessarily limited to, those relating to early termination, Interconnection Customer's payment for installation, operation, and maintenance of the Interconnection Customer's Interconnection Facilities, and, as applicable, to provide for disconnection of the Interconnection Customer's Interconnection Facilities from Transmission Provider's electric system, final billings and adjustments related to the period prior to termination, a Party's right to terminate, indemnification, and payment of any money due and owing to either Party pursuant to this Interconnection Agreement.

ARTICLE IV
OWNERSHIP, CONSTRUCTION, OPERATION AND MAINTENANCE

Section 4.01 Summary Description. Appendix A, which is attached hereto and made a part hereof, provides a description of Interconnection Customer's electrical facilities and distribution system, including the Interconnection Customer Interconnection Facilities, Transmission Provider's electrical facilities and transmission system, including the Transmission Provider Interconnection Facilities, and the Point of Interconnection.

Section 4.02 Interconnection Customer Interconnection Facilities and System Protection Facilities. Interconnection Customer shall at Interconnection Customer's sole expense design, construct, operate, maintain and own in accordance with applicable laws, rules and regulations, the Tariff, and Good Utility Practice, the Interconnection Customer Interconnection Facilities as described in Appendix A. Further Interconnection Customer shall operate the Interconnection Customer Interconnection Facilities in a manner that protects the Transmission Provider's electric system and the Transmission Provider Interconnection Facilities from transients, faults, and other operating contingencies occurring at or caused by the Interconnection Customer.

Design and specification of System Protection Facilities including, protective relaying, alarming, fault recording, control, dVAR controller, metering, and related systems for substations, high voltage switch gear and transformers shall be subject to the Transmission Provider's review and approval, which approval shall not be unreasonably withheld or delayed. All System Protection Facilities must be in compliance with applicable laws, rules and regulations, Good Utility Practice and the requirements set forth in this Interconnection Agreement.

Interconnection Customer may be required to install, operate and maintain facilities and equipment required for Transmission Provider to comply with applicable frequency-based, voltage-based and manual load shedding obligations established by Reliability Standards or the Balancing Area Operator. Transmission Provider shall require Interconnection Customer to install such facilities or equipment only to the extent it imposes comparable obligations on Transmission Provider's native load customers.

Section 4.03 Transmission Provider Interconnection Facilities. Transmission Provider shall design, construct, operate, maintain, and own in accordance with applicable laws, rules and regulations, the Tariff, Good Utility Practice and the Interconnection Guidelines, the Transmission Provider Interconnection Facilities shown on Appendix A, and shall operate such facilities in a manner that protects the Interconnection Customer's electric system, including the Interconnection Customer Interconnection Facilities, from transients, faults, and other operating contingencies. The costs associated with Transmission Provider's Interconnection Facilities required to provide service to Interconnection Customer may be allocated to Interconnection Customer in accordance with Attachment U-1 to the Tariff.

Transmission Provider represents that to the best of its knowledge, the Interconnection Facilities, as of the Effective Date and described in Appendix A, are sufficient to permit interconnection of the Interconnection Customer Interconnection Facilities with the Transmission Provider Interconnection Facilities without additional equipment and in accordance with applicable Tariff interconnection requirements. Further Transmission Provider will support the design and adequacy of the Interconnection Facilities as described in Appendix A before any regulatory body having approval authority over the Interconnection Facilities.

Section 4.04 Network Upgrades. Transmission Provider shall plan, design, procure, construct, own, operate and maintain any Network Upgrades determined to be needed by Transmission Provider in accordance with Good Utility Practice, the Tariff and this Interconnection Agreement. The costs associated with Network Upgrades required to provide service to Interconnection Customer may be allocated to Interconnection Customer in accordance with Attachment U-1 to the Tariff.

Section 4.05 Modifications to Interconnection Facilities.

(a) Either Party may undertake modifications to its respective Interconnection Facilities which shall be designed, constructed and operated in accordance with this Interconnection Agreement and Good Utility Practice; provided however, if (1) Interconnection Customer proposes (i) to make any change or modification to the configuration or operation of the Interconnection Customer Interconnection Facilities which may impact Transmission Provider's Transmission System, including the Transmission Provider Interconnection Facilities, (ii) to add a new Point of Interconnection, or (iii) to eliminate a Point of Interconnection (except when this Interconnection Agreement is terminated); or (2) Transmission Provider proposes to make any change or modification to the configuration or operation of the Transmission Provider Interconnection Facilities which may impact the Interconnection Customer Interconnection Facilities, (i) the Party proposing the change shall provide sufficient notice and information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to the commencement of any work, and (ii) the Parties shall negotiate, in good faith, an amendment to this Interconnection Agreement as may be necessary to address the proposed change.

(1) Information provided under Section 4.05(a) may be designated by a Party to be Confidential Information hereunder, including, but not be limited to, information concerning the timing of such modification and how such modifications are expected to impact the other Party's system. Unless a shorter period of time is appropriate for a Party to respond to an Emergency, or comply with Reliability Standards or Applicable Law, the Party desiring to perform such work shall provide the relevant drawings, plans and specifications to the other Party at least

ninety (90) 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.

(2) In the event the Parties are unable to agree to appropriate amendments or modifications to this Interconnection Agreement pursuant to Section 4.05(a), the Transmission Provider will unilaterally file, on a timely basis, with FERC an amendment to this Interconnection Agreement.

(3) The Parties' agreement to add a new Point of Interconnection shall be documented pursuant to Appendix C and Appendix E. The Parties' agreement to modify or remove a Point of Interconnection shall be documented pursuant to Appendix D and Appendix E; provided however, such documentation for removal of a Point of Interconnection is not necessary when this Interconnection Agreement is terminated pursuant to Section 3.02 or Article XV.

(b) To the extent Interconnection Customer is the Party modifying its interconnection facilities, Interconnection Customer shall be responsible for the costs of any additions, modifications or replacements that may be necessary to maintain or upgrade the Interconnection Customer Interconnection Facilities consistent with applicable laws, rules and regulations, the Tariff, Good Utility Practice, and the Interconnection Guidelines. Interconnection Customer shall own any modifications to the Interconnection Customer Interconnection Facilities.

(c) In the event the Transmission Provider designs and constructs new or additional Transmission Provider Interconnection Facilities or upgrades, improvements or other modifications to existing Transmission Provider Interconnection Facilities that result in those facilities qualifying as Network Upgrades (such facilities shall be treated as Network Upgrades for purposes of cost assignment), then Interconnection Customer shall not be responsible for the cost of such facilities or modifications.

Section 4.06 Ownership of Transmission Provider Interconnection Facilities and Network Upgrades. As a general rule, Transmission Provider shall own, design, construct, operate and maintain the Transmission Provider Interconnection Facilities and Network Upgrades, including facilities that are the subject of Sections 4.03 through 4.07. The Parties acknowledge and agree that there may be circumstances where alternative ownership arrangements for such facilities (*e.g.*, ownership by the Interconnection Customer) may be warranted if mutually agreed and in accordance with Good Utility Practice, just and reasonable, and not unduly discriminatory or preferential. To determine the appropriateness of using an alternative ownership arrangement, the Parties may consider factors such as: (i) state and federal legal requirements, including applicable rights of first refusal; (ii) achieving the lowest reasonable cost; (iii) the effect of tax liabilities and payment of such liabilities; (iv) the relationship of the Transmission Provider Interconnection Facilities and/or Network Upgrades to other facilities owned by the Transmission Provider or Interconnection Customer; (v) the ability of the Transmission Provider or Interconnection Customer to own, operate and maintain the Transmission Provider Interconnection Facilities and/or Network Upgrades in accordance with Applicable Law and Reliability Standards; (vi) the purpose of the Transmission Provider Interconnection Facilities and/or Network Upgrades with consideration to who will benefit from such facilities; and (vii) whether the Party possesses adequate insurance to hold harmless the other Party and any third party from any claim, penalty, damage, liability or injury associated with such facilities. Should the Parties disagree on entering into an alternative ownership arrangement, and/or the terms and conditions of the alternative ownership arrangement, either Party shall have the right to

unilaterally make applications to FERC under the Federal Power Act to seek resolution of such disagreement.

Alternative ownership and other arrangements may be provided for in the Interconnection Agreement or Appendix C or Appendix D supplemental agreement. Nothing herein shall waive Parties' rights or entitlements under Applicable Law.

Section 4.07 Construction. The Parties agree construction-related activities shall not commence until (1) the conditions set forth in Section 4.05 and/or Attachment U-1 have been satisfied, (2) all necessary federal, state, local and regulatory permits, permissions or approvals have been obtained, and (3) the Parties have agreed to a final construction schedule.

Section 4.08 Reliability Standards. Interconnection Customer shall be responsible for compliance with all Reliability Standards applicable to Interconnection Customer's electrical system; and Transmission Provider shall be responsible for compliance with all Reliability Standards applicable to its transmission system. Each Party shall be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

Section 4.09 Interconnection Guidelines. The Interconnection Guidelines provide additional and more detailed standards for designing, testing, studying, constructing, operating, maintaining and interconnecting at the Point of Interconnection. Transmission Provider shall develop or promulgate the Interconnection Guidelines, including any updates, changes or modifications thereto, in accordance with Good Utility Practice. The Interconnection Guidelines include, among other things, power factor requirements, supervisory control and data acquisition ("SCADA") equipment requirements, and metering requirements.

Interconnection Customer will comply with the Interconnection Guidelines, as appropriate, for (i) any new point(s) of interconnection requested by Interconnection Customer on or after the Effective Date; (ii) any existing point(s) of interconnection materially modified after the Effective Date; and (iii) if the MISO market registration is changed; provided, however, Interconnection Customer is not required to comply with the Interconnection Guidelines for any Point(s) of Interconnection established pursuant to a prior interconnection agreement among the Parties, where no material modification was needed to the Point of Interconnection as a result of entering into this Agreement. After consultation with Interconnection Customer pursuant to Section 1.03(d), Transmission Provider will determine if there has been a material modification and such determination shall be done so in accordance with Good Utility Practice, and on a comparable, non-discriminatory basis Except when Interconnection Customer is excused from complying with the Interconnection Guidelines, failure by Transmission Provider or Interconnection Customer to fulfill its obligations under the Interconnection Guidelines may be a material breach of this Interconnection Agreement.

Should a conflict develop between the Interconnection Guidelines and FERC rules, the Tariff or applicable Reliability Standards, the Parties agree to abide by the FERC rules, Tariff or Reliability Standards until Transmission Provider modifies the Interconnection

Guidelines to remove such conflict. The Parties shall use the Dispute Resolution procedures set forth in Article XVI to resolve any disagreements regarding the interpretation, application or implementation of the Interconnection Guidelines.

Section 4.10 Power Factor. Unless prevented by circumstances beyond Interconnection Customer's control, including Forced Outages, Interconnection Customer shall have sufficient power factor control equipment (such as capacitors) installed to maintain at minimum a 95-percent lagging or leading power factor at the Point of Interconnection for those loads greater than 1 MW. Interconnection Customer shall maintain the aforesaid requirement during peak load periods and avoid leading power factor during light load conditions. Over time, it is the intention of the Parties that Interconnection Customer and Transmission Provider's load serving function will improve their respective power factor to a 98-percent lagging to leading power factor for those aggregated loads greater than 5 MWs. The power factor will be determined based on the MWh and MVARh flows during the monthly peak hour interval measured at each point of metering as follows: Power Factor = MWh/sqrt(MWh^2 + MVARh^2). With mutual agreement, reactive power support may be considered at an adjacent point of interconnection provided the substation is in electrically close proximity, in which case, the MWh and MVARh flows for each transformer may be combined for the purposes of compliance with this Section 4.10.

In the event Interconnection Customer has an aggregated load of over 1 MW but does not have sufficient power factor control equipment (such as capacitors) installed, to maintain at a minimum a 95-percent lagging or leading power factor at the Point of Interconnection, Interconnection Customer within thirty (30) days after written notice from Transmission Provider of such deficiency shall correct the deficiency or provide Transmission Provider with a written commitment to correct the deficiency. In the event Interconnection Customer makes a written commitment to add power factor control equipment (such as capacitors), Interconnection Customer shall exert commercially reasonable efforts to expeditiously bring such equipment into service and to complete installation within one (1) year from the initial notice or within such other time established by mutual agreement between the Parties. If the additional capacitors are not installed within the allowed time and Transmission Provider installs or has installed power factor control equipment on the Transmission System, Transmission Provider may bill Interconnection Customer a facilities fee based upon Transmission Provider's capital installation cost of an equivalent amount of power factor control equipment.

Section 4.11 Meter Data Management. Interconnection Customer shall have the right to select any entity, including itself, to be the MDMA that provides meter data to MISO; provided, however, that such entity has the necessary and appropriate qualifications to be an MDMA and provide meter data to MISO. Should the Parties mutually agree that Transmission Provider shall serve as the MDMA for Interconnection Customer, the rate for MDMA services shall be as set forth in the Tariff.

Section 4.12 Access. Appropriate representatives of each Party shall at all reasonable times; including weekends and nights, and with three (3) business days prior notice, have access to the other Party's facilities, to take readings and to perform all inspections, maintenance, service, and operational reviews as may be appropriate or necessary to facilitate the performance of this Interconnection Agreement. While on the other Party's premises, each Party's representatives shall announce their presence and observe such safety precautions as may be required and shall conduct themselves in a manner that will not interfere with the other Party's operations.

Section 4.13 Right of Installation. Each Party will make available suitable space for installation by the other Party of necessary equipment, apparatus and devices required for the performance of this Interconnection Agreement.

Section 4.14 Right of Removal. Any and all equipment, apparatus and devices caused to be placed or installed by one Party on, or in, the premises of the other Party shall be and remain the property of the Party owning such equipment, apparatus and devices regardless of the mode or manner of annexation or attachment to the premises. All foundations for all equipment shall be removed completely from the premises or to a lesser degree if an agreement for the lesser degree is reached between the Parties at the time. Notwithstanding the forgoing, in lieu of removal, the Parties reserve the right to sell any and all equipment, apparatus and devices that are attached to the premises. Once the aforesaid equipment is removed, the Parties will update Appendix A to reflect the removal.

Section 4.15 Transfer of Control or Sale of Facilities. In any sale or transfer of control of the Interconnection Customer's Interconnection Facilities, Interconnection Customer shall as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the obligations of Interconnection Customer with respect to this Interconnection Agreement or to enter into an agreement with Transmission Provider imposing on the acquiring party or transferee the same obligations applicable to Interconnection Customer pursuant to this Section 4.15.

ARTICLE V
OUTAGES AND COORDINATION

Section 5.01 Disconnection.

(a) Except when there is an Emergency, Forced Outage, Force Majeure and/or to comply with Applicable Law, including Reliability Standards, the Parties shall reasonably consult each other prior to disconnecting facilities.

(b) If at any time, the Transmission Provider observes any protective equipment which appears to have been changed other than pursuant to Section 4.05 and/or Attachment U-1, or failed, Transmission Provider shall have the right, if Transmission Provider determines that such change may have a material adverse impact on the safety or reliability of Transmission Provider's electric system consistent with Good Utility Practice, to disconnect Interconnection Customer's electric system from Transmission Provider's electric system, provided Transmission Provider first provides commercially reasonable notice to Interconnection Customer. Transmission Provider may require, at Interconnection Customer's expense (subject to Attachment U-1), a new calibration and activation test of Interconnection Customer's protective equipment after such equipment has been corrected or repaired.

Section 5.02 Outages. In accordance with Good Utility Practice, each Party may, in close cooperation with the other, remove from service its system elements that may impact the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good-faith efforts to schedule such removal on a date mutually acceptable to both Parties, in accordance with Good Utility Practice.

In the event of a Forced Outage of a system element of the Interconnection Customer's electric system adversely affecting the Transmission Provider's facilities or electric system, Interconnection Customer will use Good Utility Practice to promptly restore that system element to service. In the event of a Forced Outage of a system element of the Transmission Provider's electric system adversely affecting the Interconnection Customer's facilities or electric system, the Transmission Provider will use Good Utility Practice to promptly restore that system element to service.

In the event of a Planned Outage of a system element of Interconnection Customer's electric system adversely affecting Transmission Provider's facilities or electric system, Interconnection Customer will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the planned outage. In the event of a Planned Outage of a system element of the Transmission Provider's electric system adversely affecting Interconnection Customer's facilities or electric system, Transmission Provider will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the planned outage.

Section 5.03 Outage Reporting. The Parties shall comply with all current Transmission Provider, and MISO reporting requirements, as they may be revised from time to time, and as they apply to the Interconnection Customer or Transmission Provider. When a Forced Outage occurs that affects the Interconnection Customer Interconnection Facilities or impacts Interconnection Customer's electrical system such that there is an adverse impact to the Point of Interconnection, Interconnection Customer shall notify the NSP Control Center of the existence, nature, and expected duration of the Forced Outage as soon as practical, but in no event later than one (1) hour after the Forced Outage occurs. Interconnection Customer shall immediately inform the NSP Control Center of changes in the expected duration of the Forced Outage unless relieved of this obligation by the NSP Control Center for the duration of each Forced Outage. When a Forced Outage occurs that affects the Transmission Provider Interconnection Facilities or impacts Transmission Provider's transmission system such that there is an adverse impact to the Point of Interconnection, Transmission Provider shall notify Interconnection Customer of the existence, nature, and expected duration of the Forced Outage as soon as practical.

Section 5.04 Switching and Tagging Rules. The Parties shall abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations on equipment. Transmission Provider shall notify Interconnection Customer of Transmission Provider's switching and tagging rules, and provide periodic updates of such rules as they may change from time to time. Interconnection Customer shall establish switching and tagging rules for Interconnection Customer Interconnection Facilities, and shall provide such rules to the Transmission Provider.

Section 5.05 Coordination. If a Party's interconnection facilities are subject to MISO's functional control, the Parties will coordinate with the applicable functional directives from MISO. In all other circumstances:

(a) Electrical system operation shall be coordinated between Interconnection Customer and Transmission Provider, including the coordination of equipment outages, voltage levels, real and reactive power flow monitoring, and switching operations, which affect the Balancing Area or LBA, as required by the Tariff and this Interconnection Agreement.

(b) If either Interconnection Customer or Transmission Provider operations are causing a condition on the interconnected electrical network where line loadings,

equipment loadings, voltage levels or reactive flow significantly deviate from normal operating limits or can be expected to exceed emergency limits following a contingency, and reliability of the bulk power supply is threatened, the LBA, or Transmission Provider shall take immediate steps and make Reasonable Efforts to relieve, correct or control the condition. These steps include notifying other affected electric utility systems and MISO, as applicable, adjusting generation, changing schedules between Balancing Areas, initiating load relief measures, and taking such other reasonable action as may be required. Electrical equipment is to be operated within its normal rating established by the owning Party except for temporary conditions after a contingency has occurred.

(c) If either Interconnection Customer or Transmission Provider changes the normal operation of its system at a Point of Interconnection, the Parties shall consider any resulting benefits or adverse impacts to the reliability or transfer capability of the interconnected network for purposes of determining any applicable adjustments to the Parties' respective system usage rights and responsibilities.

(d) The Parties shall cooperate to supply, as applicable, MISO required information, including but not limited to, calculation of available flowgate or transmission capacity determination and for security constrained economic dispatching purposes.

(e) Each Party shall notify the other as soon as practicable whenever:

(1) Problems with a Point of Interconnection are detected that could result in mis-operation of interconnection protection or other interconnection equipment;

(2) The interconnection is opened by protective relay action;

(3) Interconnection equipment problems occur and result in an outage to a portion of Transmission Provider’s electric system;

(4) A Party intends to initiate switching to close the interconnection; or,

(5) A Party intends to initiate switching to open the interconnection.

Section 5.06 Emergency. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

(a) In the event Interconnection Customer has identified an Emergency involving the Transmission Provider Interconnection Facilities, Interconnection Customer shall obtain the consent of Transmission Provider personnel prior to manually performing any switching operations unless immediate action is essential to protecting the safety of individuals or against extreme damage to property.

(b) Transmission Provider may, consistent with Good Utility Practice, take whatever actions or inactions the Transmission Provider deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Transmission Provider’s electric system, including the Transmission Provider Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Interconnection Customer Interconnection Facilities.

(c) Interconnection Customer may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the Interconnection Customer Interconnection Facilities Interconnection Customer deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Interconnection Customer Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on Transmission Provider's electric system.

(d) Transmission Provider shall provide Interconnection Customer with prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect Interconnection Customer's operations, to the extent the Transmission Provider is aware of the Emergency. Interconnection Customer shall provide the Transmission Provider with prompt oral or electronic notification under the circumstances of an Emergency which may reasonably be expected to affect the Transmission Provider's electric system, to the extent Interconnection Customer is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such oral or electronic notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.

(e) To the extent a system Emergency exists on Transmission Provider transmission system, and Transmission Provider, Balancing Area Operator, or Reliability Coordinator determines it is necessary for the Transmission Provider and Interconnection Customer to shed load, the Parties shall shed load in accordance with the Tariff.

ARTICLE VI
SAFETY

Section 6.01 Safety Standards. The Parties agree that all work performed under this Interconnection Agreement shall be performed in accordance with all applicable laws, regulations, rules, standards, practices and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's premises, the Party performing work shall also abide by the safety, or other access rules applicable to those premises.

Each Party shall be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

ARTICLE VII
ENVIRONMENTAL CONSIDERATIONS

Section 7.01 Environmental Considerations. Each Party will remain responsible for compliance with any and all environmental laws applicable to its own respective property, facilities, and operations. Each Party shall promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party and shall promptly furnish to the other Party copies of any reports filed with any governmental agencies addressing such events.

The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party shall be responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by environmental laws. Advance written notification (except in emergency situations, in which verbal, followed by written notification, shall be provided as soon as practicable) shall be provided by any Party performing any remediation or

abatement activity on the property or facilities of the other Party, or which may adversely impact the property, facilities, or operations of, the other Party. Except in an Emergency, such remediation or abatement activity shall be performed only with the consent of the Party owning the affected property or facilities. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports or filings required by law or regulation.

ARTICLE VIII
FORCE MAJEURE

Section 8.01 Effect of Declaring Force Majeure. Except for the obligation to make any payments under this Interconnection Agreement, neither Party shall be considered to be in default or breach of this Interconnection Agreement or liable in damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Interconnection Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, neither Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Interconnection Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party's delay or failure to perform or carry out its duties and obligations under this Interconnection Agreement.

Section 8.02 Procedures for Declaring Force Majeure. A Party claiming Force Majeure must:

(a) Give written notice to the other Party of the occurrence of a Force Majeure as soon as practicable;

(b) Use Reasonable Efforts to resume performance or the provision of service hereunder as soon as practicable;

(c) Take all commercially reasonable actions to correct or cure the Force Majeure;

(d) Exercise all Reasonable Efforts to mitigate or limit damages to the other Party; except that neither party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and

(e) Provide written notice to the non-declaring Party, as soon as practicable, of the cessation of the adverse effect of the Force Majeure on its ability to perform its obligations under this Interconnection Agreement.

ARTICLE IX
BILLING AND PAYMENT

Section 9.01 Billing Procedure. Transmission Provider shall bill Interconnection Customer for the actual costs incurred under this Interconnection Agreement consistent with the procedures set forth in Article 7 of the Tariff. Payment of an invoice shall not relieve the paying Party from any responsibilities or obligations it has under this Interconnection Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.

Section 9.02 Interest on Unpaid Balances. Interest on any unpaid amounts that are past due (including amounts placed in escrow) shall be calculated in accordance with Article 7 of the Tariff.

Section 9.03 Billing Disputes. If all or part of any bill is disputed by a Party, that Party shall promptly pay the amount that is not disputed, provide the other Party a reasonably detailed written explanation of the basis for the dispute, and request the commencement of dispute resolution pursuant to Article XVI of this Interconnection Agreement. When the amount in dispute is equal to or greater than one million dollars ($1,000,000), the disputed amount shall be paid into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution. If the amount in dispute is less than one million dollars ($1,000,000), the disputing Party may withhold the disputed amount or pay the disputed amount into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution. The Parties may elect, but are not required, to agree to Alternative Dispute Resolution, including arbitration. Neither Party shall be responsible for the other Party's cost of collecting amounts due under this Interconnection Agreement, including attorney's fees.

ARTICLE X
NOTICES

Section 10.01 Notices. Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties as set forth in Appendix B. In addition to the obligations set forth in the preceding sentence, a Party providing notice, demand, request or communication pursuant to this Section may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email. Any Party may update that portion of Appendix B that pertains to such Party's address by giving written notice to the other Parties of such change at any time.

ARTICLE XI
REGULATION AND MODIFICATION OF RATES

Section 11.01 Regulation. This Interconnection Agreement is subject to the jurisdiction of the FERC.

Section 11.02 Modification. Transmission Provider reserves its rights under Section 205 of the Federal Power Act to unilaterally make applications to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service the Transmission Provider provides under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction. Interconnection Customer reserves its rights under Section 206 of the Federal Power Act to unilaterally make application to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service provided under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction.

ARTICLE XII
ASSIGNMENT

Section 12.01 Successors and Assigns. This Interconnection Agreement shall be binding upon the respective Parties, their successors and permitted assigns, on and after the Effective Date hereof.

Section 12.02 Assignment Restrictions. This Interconnection Agreement may be assigned by either Party only with the written consent of the other; provided, however, that either Party may assign this Interconnection 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 Interconnection Agreement; and provided further that Interconnection Customer shall have the right to assign this Interconnection Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing, provided that Interconnection Customer promptly notifies Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article XII 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). Any attempted assignment that violates this Article XII is void and ineffective. Any assignment under this Interconnection Agreement 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 requested, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE XIII
INSURANCE

Section 13.01 Applicability. If Interconnection Customer is a municipality, city, county, town, public authority or other political subdivision that qualifies for statutory limitations on liability under Applicable Law, Interconnection Customer shall procure and maintain, at its own expense, insurance coverages in accordance with the requirements set forth in Appendix F. In all other circumstances, Interconnection Customer shall comply with the requirements set forth in Section 13.02.

Section 13.02 Insurance. Each Party shall, at its own expense, maintain in force until this Interconnection Agreement is terminated and until released by the other Party, the following insurance coverages with insurers authorized to do business in the state where the Point of Interconnection is located:

(a) Employer's 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.

(b) 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.

(c) Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

(d) Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of ten million dollars ($10,000,000) per occurrence/ ten million dollars ($10,000,000) aggregate.

(e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Interconnection Agreement against the Other Party Group and provide thirty (30) calendar days advance written notice to the Other Party Group prior to the anniversary date of cancellation or any material change in coverage or condition.

(f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies shall apply to such extent without consideration for other policies separately carried. Each Party shall be responsible for its respective deductibles or retentions.

(g) 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 Interconnection Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

(h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Interconnection Agreement.

(i) Within ten (10) days following execution of this Interconnection Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Interconnection Agreement, executed by each insurer or by an authorized representative of each insurer.

(j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of subsections (a)-(h) of this Section 13.01 to the extent the Party maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements set forth in subsections (a)-(h) of this Section 13.01. For any period of time that a Party's senior secured debt is unrated by Standard and Poor's, such Party shall comply with the insurance requirements set forth in subsections (a)–(i) of this Section 13.01. In the event that a Party is permitted to self-insure pursuant to this Article XIII, 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 this Section 13.01(j).

(k) The Parties agree to report to each other in writing as soon as practicable all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Interconnection Agreement.

(l) In the event Interconnection Customer is a municipality or other governmental entity, Interconnection Customer will be subject to the insurance coverage obligations set forth in Appendix F in lieu of the insurance obligations set forth in this Section 13.02.

ARTICLE XIV
CONSEQUENTIAL DAMAGES, INDEMNITY AND RISK OF LOSS

Section 14.01 Waiver of Consequential Damages. In no event shall one Party, its governing board members, officers, employees or agents be liable to the other Party under this Interconnection Agreement from any cause howsoever arising in contract, tort or otherwise for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made; 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, punitive, exemplary or consequential damages hereunder.

Section 14.02 Indemnity. Each Party shall at all times indemnify, defend and hold harmless the other Party, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, 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 ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party. Nothing in this Section 14.02 shall relieve the Transmission Provider or Interconnection Customer of any liability to the other for any breach of this Interconnection Agreement.

(a) If an Indemnified Party is entitled to indemnification under this Section 14.02 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed, to assume the defense of such claim, the 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.

(b) If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Section 14.02, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's loss net of any insurance or other recovery.

(c) 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 in this Section 14.02 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect the Indemnifying Party's obligation to indemnify the Indemnified Party unless such failure or delay is materially prejudicial to the Indemnifying Party.

(d) In the event Indemnifying Party is a municipality or other governmental entity, Indemnifying Party will be subject to the indemnification obligations set forth in Appendix F in lieu of the indemnification obligations set forth in this Section 14.02.

Section 14.03 Risk of Loss. Except under situations of negligence, gross negligence, or intentional wrong-doing by the other Party, each Party shall have the full risk of loss for its own property and material, and each Party shall (subject to Article XIII) obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party shall require its property insurer to waive the right of subrogation. Each Party shall have title and risk of loss for those materials or capital equipment purchased for its ownership by the other Party as an authorized agent under this Interconnection Agreement confirmed by written confirmation and approval of supplier, specifications, equipment warranty, delivery and installation arrangements (the principal being entitled to any sales tax exemptions). All such equipment and materials will be inspected by the purchasing agent Party upon delivery and damaged or nonconforming equipment or materials will be rejected and returned to the seller upon consultation and agreement with the Party for whom the equipment was purchased.

ARTICLE XV
DEFAULT AND TERMINATION

Section 15.01 Default by Interconnection Customer.

(a) In the event the Interconnection Customer fails, for any reason other than a billing dispute as described in Section 9.03, to make payment to Transmission Provider on or before the due date as described herein, and such failure of payment is not cured within thirty (30) calendar days after Transmission Provider notifies Interconnection Customer of such failure, a default by Interconnection Customer shall be deemed to exist.

In the event of an uncured default by Interconnection Customer for nonpayment, except when nonpayment is the subject of a billing dispute as provided in Section 9.03, Transmission Provider may initiate a proceeding with the FERC to terminate service but shall not terminate service until the FERC so approves any such request. In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider will continue to provide service under this Interconnection Agreement as long as the Interconnection Customer (1) continues to make all payments not in dispute, and (2) subjection to Section 9.03, pays 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 provide notice to the Interconnection Customer of its intention to suspend service in accordance with the Tariff or FERC policy.

(b) Interconnection Customer shall also be in default if it materially breaches any other provision of this Interconnection Agreement, and fails to cure any such breach within thirty (30) days after written notice by Transmission Provider of the existence and nature of such alleged breach.

(c) If Interconnection Customer assigns its interests under this Interconnection Agreement to a bank, lender or other financial institution for purposes of obtaining financing ("Financing Party"), and Interconnection Customer notifies Transmission Provider of this assignment and the information necessary for Transmission Provider to contact Financing Party, then

Transmission Provider shall also notify Financing Party of any breach or default by Interconnection Customer under this Interconnection Agreement at the same time as it notifies Interconnection Customer of such breach or default. If Financing Party elects to cure the breach or default, by payment or otherwise, then Transmission Provider agrees to accept such cure by Financing Party as if the same had been effected by Interconnection Customer.

Section 15.02 Default by Transmission Provider. Transmission Provider shall be considered in default if it fails to make any payment due to Interconnection Customer hereunder, or fails to cure any material breach, within thirty (30) days after written notice of nonpayment or material breach from Interconnection Customer.

Section 15.03 Termination for Default. Should a Party fail to cure a default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process provided in Section 16.01 or other legal processes, the non-defaulting Party shall have the right to terminate this Interconnection Agreement subject to FERC approval and other defenses by giving written notice to the Party in default, and be relieved of any further obligation hereunder, and whether or not the non-defaulting Party terminates this Interconnection Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which the non-defaulting Party is entitled subject to the limitations set forth in Article XIV of this Interconnection Agreement. The provisions of this Article XV shall survive termination of this Interconnection Agreement.

ARTICLE XVI
DISPUTE RESOLUTION

Section 16.01 Dispute Resolution Process. In the event the Parties are required by this Interconnection Agreement or mutually agree to try and resolve a dispute, the Parties shall first refer the dispute to designated senior representatives, with authority to bind their respective Party, for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may mutually agree, such dispute may either be submitted to the alternative dispute resolution provisions set out in Article 12 of the Tariff, if agreed to by the Parties, or the aggrieved Party may initiate legal proceedings at the Commission or court of competent jurisdiction.

ARTICLE XVII
CONFIDENTIAL INFORMATION

Section 17.01 Furnishing of Information. It is recognized by the Parties that the successful operation of this Interconnection Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to the limitations regarding disclosing confidential information provided in this Interconnection Agreement, each Party agrees that it will furnish to the other Party such data concerning its system as may be necessary to support the other Party's system reliability.

Section 17.02 Confidential Information.

(a) "Confidential Information" means (1) any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, drawing, list, concept, customer information, policy or compilation relating to the present or

planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise; or (2) any Critical Energy Infrastructure Information. Confidential Information which includes, 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 on a confidential basis prior to the execution of this Interconnection Agreement.

(b) Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Interconnection Agreement.

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Parties that such information no longer is confidential.

(c) 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, the Party providing the information orally informs the receiving Party that the information is confidential. Each Party shall be responsible for clearly designating or marking information governed by FERC's Critical Energy Infrastructure Information rules and regulations.

Section 17.03 Protection of Confidential Information.

(a) No Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Interconnection Agreement to any third party without the express written consent of the providing Party; provided, however, that any Party may produce Confidential Information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or Governmental Authority upon reasonable notice to the providing Party that (a) a protective order from such jurisdictional judicial body or court has been issued relating to the Confidential Information; and (b) a binding nondisclosure agreement is in effect with a proposed recipient of any Critical Energy Infrastructure Information.

(b) The Parties shall use at least the same standard of care to protect Confidential Information they receive as they use to protect their own Confidential Information from unauthorized disclosure, publication or dissemination.

(c) Any Party may use Confidential Information solely: (1) to fulfill its obligations to the other Party, under this Interconnection Agreement; (2) to fulfill its regulatory requirements except to the extent that such information constitutes or has been designated Critical Energy Infrastructure Information; (3) in any proceeding or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Interconnection Agreement, subject either to a written confidentiality agreement with all Parties (including, if applicable, an arbitrator(s)) or to a protective order; or (4) as required by Applicable Law. As it pertains to (3) and (4), notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or in the opinion of its counsel, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, the receiving Party shall, to the extent permitted under applicable law, promptly notify the disclosing Party of such request or requirement prior to disclosure, so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Interconnection Agreement and shall request confidential treatment of any such disclosure.

(d) The Parties agree that monetary damages by themselves may be inadequate to compensate a Party for the other Party's breach of its obligations under this Article. Each Party accordingly agrees that the other Parties are entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Article.

Section 17.04 Survival. The confidentiality obligations of this Article shall survive termination of this Interconnection Agreement for a period of two (2) years.

ARTICLE XVIII
MISCELLANEOUS

Section 18.01 Third Party Contracts. The Parties recognize that each has entered into and may in the future enter into contractual commitments with various third parties regarding benefits, use and operation of network transmission facilities it owns within the interconnected regional transmission network. Each Party hereby covenants that its respective contracts with third parties shall not interfere with its obligations to the other Party made under this Interconnection Agreement.

Section 18.02 No Residual Value. This Interconnection Agreement shall not be construed to provide any residual value to either Party or its successors or permitted assigns or any other party, for rights to, use of, or benefits from the other Party's system following expiration of this Interconnection Agreement.

Section 18.03 No Third Party Beneficiary. Unless otherwise specifically provided in this Interconnection Agreement, the Parties do not intend to create rights in or to grant remedies to any third Party as a beneficiary of this Interconnection Agreement or of any duty, covenant, obligation or undertaking established hereunder.

Section 18.04 Headings. Article headings and titles are included for the convenience of Parties and shall not be used to construe the meaning of any provision of this Interconnection Agreement.

Section 18.05 Governing Law. This Interconnection Agreement shall be interpreted and governed by the laws of the state in which the Point of Interconnection is located, or the laws of the United States of America, as applicable.

Section 18.06 Effect of MISO Membership. In the event, during the term hereof, Transmission Provider ceases to be a transmission owning member of a MISO or a successor, all terms and conditions with respect to MISO, or successor(s) herein shall remain in force until amended. Transmission Provider shall be responsible for filing with FERC any modifications to this Interconnection Agreement necessary as a result of such action.

Section 18.07 No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of the Interconnection Agreement shall be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

Section 18.08 Relationship to MISO Tariff. Nothing contained herein shall modify, amend or revise the obligations of the Parties under the MISO Tariff.

Section 18.09 Amendment. Except as provided in Section 11.02, any amendment, alteration, variation, modification or waiver of the provisions of this Interconnection Agreement, other than revisions to the Appendices authorized by this Interconnection Agreement, shall be valid only after it has been reduced to writing and duly signed by both Parties, and if required, approved by the appropriate regulatory bodies.

Section 18.10 Conflicts. In the event any term of this Interconnection Agreement conflicts with the Tariff, the terms of this Interconnection Agreement shall control.

Section 18.11 Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Interconnection Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

Section 18.12 Counterparts. This Interconnection Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

Section 18.13 Severability. If any governmental authority or court of competent jurisdiction holds that any provision of this Interconnection Agreement is invalid, or if, as a result of a change in any Federal or State law or constitutional provision, or any rule or regulation promulgated pursuant thereto, any provision of this Interconnection Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Interconnection Agreement not affected thereby shall continue in full force and effect. In such an event, the Parties shall promptly renegotiate in good faith new provisions to restore this Interconnection Agreement as nearly as possible to its original intent and effect.

SIGNATURES

In Witness Whereof, the Parties have caused this Interconnection Agreement to be duly executed as of this 8th day of May 2015.

CITY OF ADA, MINNESOTA
A Minnesota municipal corporation

By: /s/ James Leiman

Name: James Leiman

Title: City Administrator

Date: May 8, 2015

NORTHERN STATES POWER COMPANY,
A Minnesota corporation, and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: /s/ I·R· Benson

Name: Ian R. Benson

Title: Director, Transmission Planning & Business Relations

Date: 4/24/15

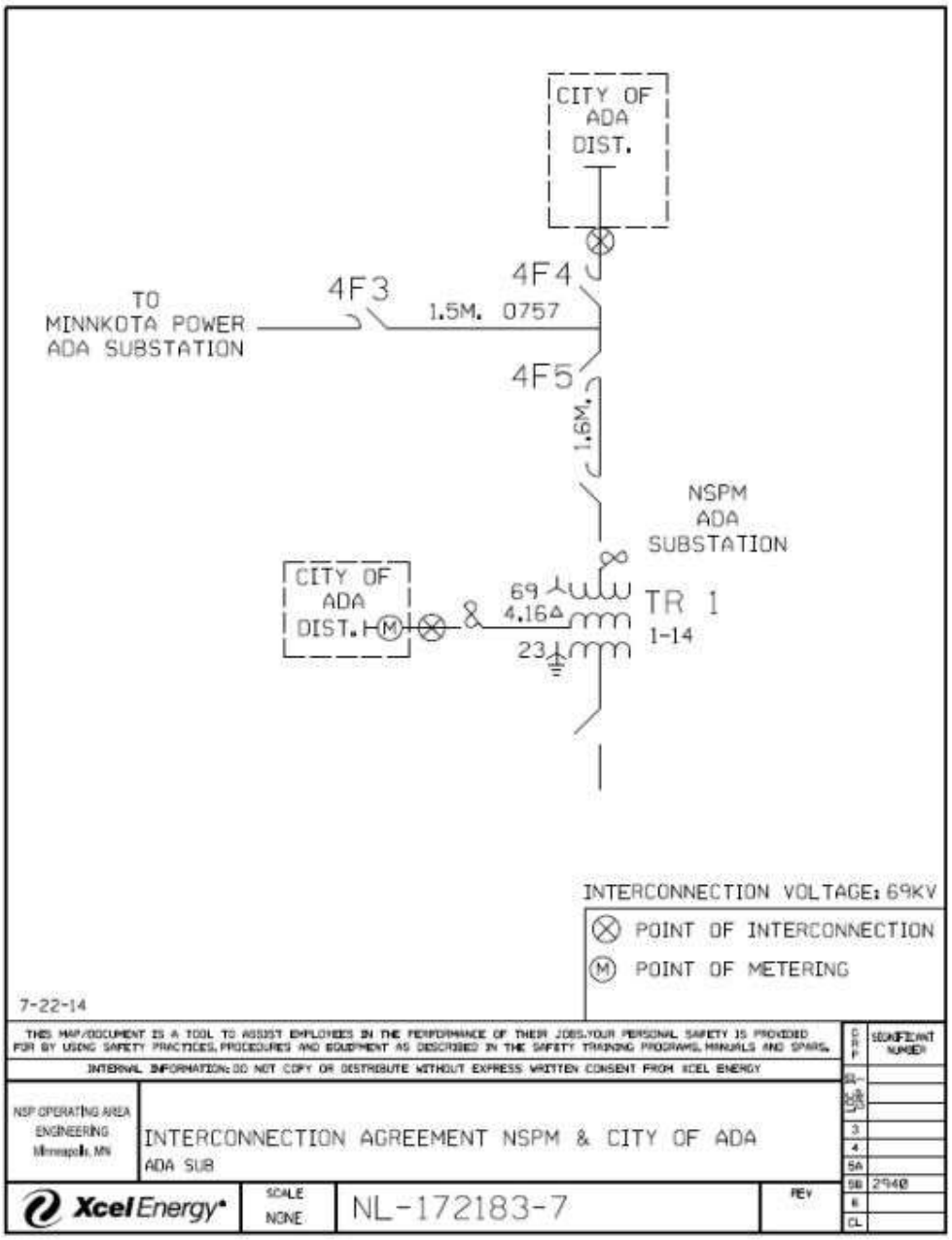
Xcel Energy Services Inc.
Authorized Agent

APPENDIX A

IDENTIFICATION OF POINTS OF INTERCONNECTION AND FACILITIES

A-1: Ada Distribution Substation - Point of Interconnection # 1 (POI # 1)

A-2: West Distribution Substation - Point of Interconnection # 2 (POI # 2)



APPENDIX A-1

Point of Interconnection # 1 (POI # 1): Ada Distribution Substation

This Point of Interconnection is located where NSPM's conductor from its 69-23-4.16kV substation interconnects with Interconnection Customer's 4.16kV substation. NSPM owns the conductor, the insulating bells and associated mounting hardware attached to NSPM's substation. The Interconnection Customer owns the jumpers and mounting hardware where NSPM's conductor interconnects with Interconnection Customer's substation.

The description from the real property related to this Point of Interconnection is as follows: a point located at the intersection of 9th Street SE and East Thorpe Ave, Ada, Minnesota with legal description as the ¼ NW of the ¼ NW of Section 15, Township 144 N, Range 46 W, City of Ada, Norman County, Minnesota.

The transfer of power and energy shall be measured at the metering point at Interconnection Customer distribution voltage by a recording integrated 15-minute demand watt-hour meter and a var-hour meter or by digital metering equipment of equivalent capability. Meters and associated metering equipment shall be provided, owned, and maintained by NSPM. Interconnection Customer shall provide and install a meter enclosure in a suitable location and conduit and supports for the metering transformers. The metering transformers and color code metering wire, provided by NSPM, shall be installed by the Interconnection Customer.

The meter readings shall be compensated to account for transformer losses to the 69kV voltage. The compensation shall be done by multiplying the energy flows by 1.01, unless otherwise agreed. For MDMA purposes, NSPM shall provide metered data to MISO based on NSPM's meter readings.

The applicable Interconnection Provisions for Point of Interconnection # 1 are set forth in Appendix E-1.

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX A-2

Point of Interconnection # 2 (POI # 2): West Distribution Substation

This Point of Interconnection is located at the connecting hardware where NSPM's transmission line **#** 0757, structure # 0757-31 interconnects with Interconnection Customer owned tap span into Interconnection Customer's 69-4.16kV distribution substation.

The description from the real property related to this Point of Interconnection is as follows: a point located at the intersection of South Jamison Drive and West 4th Ave. South, Ada, Minnesota with legal description as the ¼ SE of the ¼ NE of Section 17, Township 144 N, Range 46 W, City of Ada, Norman County, Minnesota.

The transfer of power and energy shall be measured at the metering point at Interconnection Customer distribution voltage by a recording integrated 15-minute demand watt-hour meter and a var-hour meter or by digital metering equipment of equivalent capability. Meters and associated metering equipment shall be provided, owned, and maintained by NSPM. Interconnection Customer shall provide and install a meter enclosure in a suitable location and conduit and supports for the metering transformers. The metering transformers and color code metering wire, provided by NSPM, shall be installed by the Interconnection Customer.

The meter readings shall be compensated to account for transformer losses to the 69kV voltage. The compensation shall be done by multiplying the energy flows by 1.01, unless otherwise agreed. For MDMA purposes, NSPM shall provide metered data to MISO based on NSPM's meter readings.

The applicable Interconnection Provisions for Point of Interconnection # 2 are set forth in Appendix E-2.

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX B

NOTICES

Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties, and may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email, as follows:

For Customer:

City of Ada
City Administrator
900 West Main Street, Industrial Park
Ada, MN 56510

For Transmission Provider:

Xcel Energy
Manager, Transmission Business Relations
414 Nicollet Mall, MP 8
Minneapolis, MN 55401

For Invoices:

City Clerk
City of Ada
Drawer 32
Ada, MN 56510
218-784-5520

Xcel Energy Services, Inc.
Transmission Accounting
1800 Larimer, 12th floor
Denver, CO 80202
303-571-2782

For Operational Matters:

City of Ada
Electric Supervisor
218-784-5537

Transmission Control Center (MN)
Northern States Power Company
612-321-7431

This designation and titles of the person to be notified or the address of such person may be changed at any time by written notice.

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX C

Template for Adding a New Point of Interconnection

The Parties understand that it may be necessary to add a Point of Interconnection. Should the Parties agree to add a Point of Interconnection, Interconnection Customer and Transmission Provider shall use the following form or another that is substantially similar to it for purposes of documenting their mutual agreement and to update the Point of Interconnection described in Appendix A to this Interconnection Agreement:

Facilities are located in_____

Included hereafter are the Interconnection Provisions and Interconnection Diagram for this Point of Interconnection and a completed Appendix E documenting the respective responsibilities of the Parties.

The costs of such Facilities shall be borne by Interconnection Customer or Transmission Provider as provided in Attachment U-1 to the Tariff.

In Witness Whereof, the Parties have confirmed these Interconnection Provisions to become part of Transmission to Load Interconnection Agreement between the Parties dated _____ __, 20__, and to be duly executed as of this ____ day of _____, 20___.

CITY OF ADA
A Minnesota municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY
A Minnesota corporation and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: _____

Name: _____

Title: _____

Date: _____

By Xcel Energy Services Inc.
Authorized Agent

APPENDIX D

Template for Modifying or Removing
Point of Interconnection

The Parties understand that it may be necessary to modify or remove Point of Interconnection. Should the Parties agree to modify or remove, Interconnection Customer and Transmission Provider shall use the following form or another that is substantially similar to it for purposes of documenting their mutual agreement and to update the Point of Interconnection described in Appendix A to this Interconnection Agreement:

Facilities are located in_____

Included hereafter are the Interconnection Provisions and Interconnection Diagram for this Point of Interconnection and a completed Appendix E documenting the respective responsibilities of the Parties.

The costs of such Facilities shall be borne by Interconnection Customer or Transmission Provider as provided in Attachment U-1 to the Tariff.

In Witness Whereof, the Parties have confirmed these Interconnection Provisions to become part of Transmission to Load Interconnection Agreement between the Parties dated _____ __, 20__, and to be duly executed as of this ____ day of _____, 20___.

CITY OF ADA
A Minnesota municipal corporation
By: _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY
A Minnesota corporation and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: _____

Name: _____

Title: _____

Date: _____

By Xcel Energy Services Inc.
Authorized Agent

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX E-1
INTERCONNECTION PROVISIONS
ADA DISTRIBUTION SUBSTATION AND RELATED TRANSMISSION SYSTEM MODIFICATIONS
OWNERSHIP, OPERATION AND MAINTENANCE PROVISIONS

Description	Owner	Operator	Maintenance Responsibility	Financial Responsibility For Construction	Financial Responsibility For O&M	Financial Responsibility For Replacement	Responsibility to Accomplish Engineering Design and Construction
SUBSTATION							
Ada 69-23-4.16kV Substation.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
Ada 4.16kV Distribution Substation.	IC	IC	IC	IC	IC	IC	IC
Conductor from NSPM's Substation to IC's Substation with associated bells and mounting hardware.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
Switches on IC's Substation with associated bells and mounting hardware.	IC	IC	IC	IC	IC	IC	IC
TRANSMISSION							
69kV Transmission Line W0757	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
Wood pole structure W0757-61 and associated guy wires and anchors required to support 69kV tap line.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
METERING &TELEMETRY							
Metering equipment, instrument transformers and ancillary equipment (meter wiring & meter socket)	IC	IC	IC	IC	IC	IC	IC
Recording integrated 15-minute demand watt-hour and var-hour meter	NSPM	NSPM	NSPM	NSPM	NSPM	IC	NSPM

NSPM = Northern States Power Company Minnesota, IC = Interconnection Customer

APPENDIX E-2

INTERCONNECTION PROVISIONS

WEST DISTRIBUTION SUBSTATION AND RELATED TRANSMISSION SYSTEM MODIFICATIONS
OWNERSHIP, OPERATION AND MAINTENANCE PROVISIONS

Description	Owner	Operator	Maintenance Responsibility	Financial Responsibility For Construction	Financial Responsibility For O&M	Financial Responsibility For Replacement	Responsibility to Accomplish Engineering Design and Construction
SUBSTATION							
West 69-4.16kV Distribution Substation.	IC	IC	IC	IC	IC	IC	IC
TRANSMISSION							
69kV Transmission Line W0757	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
One (1) two-way 69kV switch 4F4 & 4F5 mounted on wood pole structure W0757-31.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
One 69kV tap line of 3 phase wires and associated guy wires and anchors required to support 69kV tap line (approx. 0.28 miles).	IC	IC	IC	IC	IC	IC	IC
METERING &TELEMETRY							
Metering equipment, instrument transformers and ancillary equipment (meter wiring & meter socket)	IC	IC	IC	IC	IC	IC	IC
Recording integrated 15-minute demand watt-hour and var-hour meter	NSPM	NSPM	NSPM	NSPM	NSPM	IC	NSPM

NSPM = Northern States Power Company Minnesota, IC = Interconnection Customer

APPENDIX F-1

INSURANCE AND INDEMNIFICATION OBLIGATIONS FOR A MINNESOTA MUNICIPALITY

A. Insurance Coverages. If Interconnection Customer is subject to Minn. Stat. § 466.04, as amended from time to time, or any successor statute, Interconnection Customer shall, at its own expense, maintain in force until this Interconnection Agreement is terminated or until released by Transmission Provider, insurance coverages equal to the maximum limitation on liabilities set forth in Minn. Stat. § 466.04.

Interconnection Customer shall use its best efforts to ensure that Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees shall be named as an additional insured under Interconnection Customer's Commercial General Liability Insurance policy, at Transmission Provider's expense, if any, for all incremental costs. The additional insured coverage for Transmission Provider shall be up to $500,000 per claimant, and $1,500,000 for all claims arising out of a single occurrence (or other amounts, if higher, consistent with the Interconnection Customer's policy and state law), without diminishing Interconnection Customer's ability to recover its own liabilities under the policy.

In the event that Interconnection Customer cannot obtain such insurance coverage for the Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees, or in the event that such coverage would be at an unacceptably high expense to Transmission Provider, then the Parties shall make good-faith efforts to negotiate mutually agreeable alternative arrangements.

Notwithstanding the foregoing, nothing herein shall prevent Transmission Provider and Interconnection Customer from agreeing to different insurance limits from those provided in this Appendix F-1. In such a case, the Parties shall set forth the mutually agreed-to insurance coverages in this Appendix F-1.

B. Indemnification. Subject to any applicable Minnesota law or statute limiting the indemnification obligations of Interconnection Customer to Transmission Provider, Interconnection Customer shall at all times indemnify, defend and hold harmless Transmission Provider, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, damages, losses and 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 Interconnection Customer's ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

Interconnection Customer's obligations to Transmission Provider under this paragraph shall be limited to $1,500,000 per occurrence.

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX G

DISTRIBUTION SUBSTATION FACILITIES CHARGE RIDER
CITY OF ADA

1.0 Service

This Service Schedule provides service where Transmission Provider provides the distribution substation and all required associated facilities at the Point of Interconnection to provide delivery at Interconnection Customer's primary distribution voltage. Transmission Provider shall furnish an adequate step-down substation to deliver Interconnection Customer's purchases of power and energy from the Point of Interconnection described in Appendix A. This Service Schedule G shall be effective for an initial period of ten years, if not then terminated in accordance with Section 3.01, it shall remain in full force and effect until so terminated.

2.0 Rates and Charges

(A) Monthly Facilities Charge: Interconnection Customer shall pay Transmission Provider a monthly Facilities Charge in an initial amount of $769.00 commencing May 30, 1995. This Revision No. 2 of this Service Schedule reflects only the FERC accepted charges. Any future proposed revisions to this Service Schedule will be filed at the FERC along with the appropriate cost support.

(B) Notwithstanding Section 2.0(a) of this Service Schedule, in the event that additional investments are made by Transmission Provider to improve or expand Transmission Provider's Ada Substation, the Facilities Charge will be re-determined in proportion to the ratio of Interconnection Customer's peak load to the sum of the Parties' peak load.

3.0 Billing and Payment

(A) Unless otherwise agreed, bills for services provided hereunder shall be rendered by the fifth working day of each month for services provided during the previous month. Interconnection Customer's payment to Transmission Provider shall be due, if by mail, at Transmission Provider's billing office, or if by wire transfer to a bank and account named by Transmission Provider, no later than 15 days following the date of such invoice.

(B) Late Payment Charge: Payments received after the due date shall be considered late and shall bear interest on the payment in accordance with Section 9.02.

4.0 List of Substation Facilities

This Distribution Substation Facilities Charge allows Interconnection Customer to utilize the following Transmission Provider substation facilities:

(A) NSP Ada Substation, which is located in the NW ¼ of the NW ¼ of Sec. 15, T. 144 N., R. 46 W., Norman County, Minnesota. Said substation has one 69-23-4.16kV, 4200KVA transformer.

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of Kasota, a Minnesota municipal corporation

Dated as of January 9, 2015

VERSION 0.0.0.

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This TRANSMISSION TO LOAD INTERCONNECTION AGREEMENT ("Interconnection Agreement") is dated as of this 1st day of January, 2015, between City of Kasota, a municipal corporation in the County of Le Sueur, State of Minnesota, hereinafter called "Interconnection Customer", and Northern States Power Company, a Minnesota corporation ("NSPM") and Northern States Power Company, a Wisconsin corporation ("NSPW"), hereinafter jointly called "NSP" or "Transmission Provider". For purposes of this Interconnection Agreement, "Party" shall mean Interconnection Customer or Transmission Provider, and "Parties" shall mean Interconnection Customer and Transmission Provider.

RECITALS

0.01 **WHEREAS,** NSPM and NSPW are, *inter alia*, investor-owned electric utilities engaged in the business of generating, transmitting, distributing, and selling electric power and energy and related services in the States of Minnesota, North Dakota, South Dakota, Wisconsin and

Michigan subject to, *inter alia*, the jurisdiction of the Federal Energy Regulatory Commission ("FERC"); and

0.02 **WHEREAS**, NSPM and NSPW operate an integrated electric transmission system ("NSP System" or "Transmission Provider's Transmission System") pursuant to the "Restated Agreement to Coordinate Planning and Operations and Interchange Power and Energy" between NSPM and NSPW ("Interchange Agreement"); and

0.03 **WHEREAS**, Transmission Provider has filed and the FERC has accepted the Xcel Energy Operating Companies Open Access Transmission Tariff ("Tariff"), as amended or supplemented from time to time, through which interconnection service to Interconnection Customer is to be provided; and

0.04 **WHEREAS,** Interconnection Customer is a municipal utility and owns and operates load serving electric distribution facilities in the State of Minnesota; and

0.05 **WHEREAS,** Interconnection Customer desires interconnection service at the Interconnection Customer's Interconnection Facilities; and

0.06 **WHEREAS**, the Parties agree to execute this Interconnection Agreement to provide the terms and conditions for interconnection of Interconnection Customer's facilities with Transmission Provider's electrical system and to define the continuing rights, responsibilities, and obligations of the Parties with respect to the use of certain of their own and the other Party's property, assets, and facilities; and

0.07 **WHEREAS**, the Parties desire to avail themselves of mutual benefits of coordinating the development and operations of their respective systems with respect to the Interconnection Facilities.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Rules of Construction

Capitalized terms used in this Interconnection Agreement shall have the meanings set forth above, in this Article I, or as set forth in the Tariff, whether in the singular or the plural or in the present or past tense. Other terms used in this Interconnection Agreement but not so defined shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined herein that have well-known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

Section 1.02 Good Faith and Fair Dealing

The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Interconnection Agreement. Unless expressly provided otherwise in this Interconnection Agreement or in the Tariff, (a) where the consent, approval, or similar action is required by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed; and (b) wherever a Party has the

right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

Section 1.03 General Provisions

The Parties recognize and agree that this Interconnection Agreement is entered into pursuant to and in accordance with NSP's obligations as a Transmission Provider under the Tariff and that NSP is acting in such capacity in entering into this Interconnection Agreement.

(a) In the event Interconnection Customer enters into any agreements with NSP or an Affiliate that are not in NSP's capacity as a Transmission Provider under the Tariff (*e.g.*, power purchase or retail service agreements), the Parties acknowledge and agree that such agreements shall be deemed to be separate and free-standing contracts that do not alter the terms of this Interconnection Agreement except to the extent specified therein.

(b) This Interconnection Agreement shall not be construed to create any rights between Interconnection Customer and Transmission Provider for any purpose other than providing Interconnection Service for the facilities described herein. Specifically, this Interconnection Agreement does not provide Interconnection Customer with any transmission, ancillary or other services under the Tariff.

(c) This Interconnection Agreement shall apply to interconnections of load and distribution systems, including, as applicable, generation resources (i) used to serve load which are interconnected to Interconnection Customer's distribution facilities and (ii) located on Interconnection Customer's side of the Point of Interconnection to the Transmission Provider's Transmission System. This Interconnection Agreement shall not apply to interconnections which materially support the transmission of electricity across Transmission Provider's Transmission System. The determination of whether this Interconnection Agreement applies to an interconnection request shall be made by Transmission Provider, in its sole reasonable discretion, on a comparable and non-discriminatory basis in accordance with Good Utility Practice.

(d) Except to the extent precluded by an Emergency, Force Majeure, Forced Outage or compliance with Applicable Law (including for the avoidance of doubt those necessary to comply with Reliability Standards), Transmission Provider shall reasonably consult with Interconnection Customer, and as appropriate negotiate an amendment to this Agreement, whenever (i) Transmission Provider requires Interconnection Customer to add, modify or improve its facilities that are the subject of this Interconnection Agreement; or (ii) Transmission Provider requires Interconnection Customer to change its operation standards or practices, or operation of facilities that are the subject of this Interconnection Agreement, including curtailment procedures or practices. The requirements set forth in (i) and (ii) in the preceding sentence shall be applied on a comparable, just and reasonable and non-discriminatory basis in accordance with Good Utility Practice, as applicable, and Attachment U-1, as applicable.

(e) Any costs allocated to Interconnection Customer by Transmission Provider under this Agreement shall be in accordance with Attachment U-1 of the Tariff.

Section 1.04 Definitions

"Affiliate" shall have the meaning set forth in Section 1.1 of the Tariff.

"Applicable Law" 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 a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

"Attachment U-1" shall mean the Attachment to the Tariff known as the "Cost Allocation Procedures for Load Interconnections" or "Cost Allocation Procedures" which provides the interconnection request procedures and cost allocation methodology and standards applicable to this Interconnection Agreement.

"Balancing Area" shall mean an electric power system or combination of electric power systems bounded by interconnection metering and telemetering to which a common generation control scheme is applied in order to: (a) match the power output of generation resources within the electric power system(s) and energy delivered from or to entities outside the electric power system(s), with the load within the electric power system(s); (b) maintain scheduled interchange with other Balancing Areas, within the limits of Good Utility Practice; and (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of the NERC and the MRO.

"Balancing Area Operator" shall mean the entity with responsibility for operating and controlling generation and loads affecting Transmission Provider's transmission system. The Balancing Area Operator for the NSP System is the Midwest ISO, or its successor.

"Current Transformer" or "CT" shall mean a current transformer intended for metering, protective, or control purposes and designed to have its primary winding connected in series with a circuit carrying the current to be measured or controlled. A current transformer normally reduces current magnitudes to levels which can be handled by control, protection, and metering equipment.

"Effective Date" shall have the meaning set forth in Section 3.01.

"Emergency" shall mean a condition or situation that in the reasonable good faith determination of the affected Party based on Good Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property or the environment.

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission, or its successor.

"Financing Party" shall have the meaning set forth in Section 15.01(c).

"Force Majeure" shall have the meaning set forth in Section 10.1 of the Tariff.

"Forced Outage" shall mean in the case of Interconnection Customer's distribution system, taking the distribution system, in whole or in part, out of service by reason of an Emergency or Network Security condition, unanticipated failure or other cause beyond the reasonable control of Interconnection Customer, when such removal from service was not scheduled in accordance with Section 5.02; and, in the case of Transmission Provider taking its transmission system, in whole or in part, out of service by reason of an Emergency or Network Security Condition, unanticipated failure, or other cause beyond the reasonable control of NSP when such removal from service was not scheduled in accordance with Section 5.02.

"Good Utility Practice" shall have the meaning set forth in Article 1 of the Tariff.

"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 that 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 or any Affiliate thereof.

"Indemnified Party" shall have the meaning set forth in Section 14.02.

"Indemnifying Party" shall have the meaning set forth in Section 14.02.

"Initial Period" shall have the meaning set forth in Section 3.01.

"Interconnection Customer Interconnection Facilities" shall mean the equipment owned by Interconnection Customer for purposes of interconnecting to the Transmission Provider Interconnection Facilities, including but not limited to the substation, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment and any replacement or additional equipment that Interconnection Customer may install due to equipment failure or to meet changed industry standards and all related instrument transformers, substation and physical structures, all transmission facilities required to access the Point of Interconnection, and Interconnection Customer's metering, relays, electric energy collection network, and generation control equipment. The Interconnection Customer Interconnection Facilities are identified and described in Appendix A.

"Interconnection Facilities" shall mean the Interconnection Customer Interconnection Facilities and Transmission Provider Interconnection Facilities, collectively, as described in Appendix A.

"Interconnection Guidelines" shall mean *Xcel Energy's Interconnection Guidelines For Transmission Interconnected Customer Loads*, as they may be revised from time to time by Transmission Provider and posted on Transmission Provider's website (www.xcelenergy.com), the provisions of which shall apply to the Parties as set forth in this Interconnection Agreement.

"Interconnection Service" shall mean the service Transmission Provider will provide to Interconnection Customer to interconnect the Interconnection Customer Interconnection Facilities to the Transmission Provider's electric system (such facilities being described more fully in Appendix A), and the ongoing operations and maintenance of such facilities.

"Local Balancing Area Operator" or "LBA" shall mean the entity with responsibility for operating and controlling local generation and loads affecting Transmission Provider's transmission system, subject to the authority of the Balancing Area Operator. The Local Balancing Area Operator is the NSP Control Center or its successor.

"Meter Data Management Agent" or "MDMA" shall mean the entity designated by the Interconnection Customer through the execution of any necessary agreements to do so that provides meter data to the Transmission Provider and/or to MISO (as "Transmission Provider" as that term is defined in the MISO Tariff), whichever is applicable.

"Metering Device(s)" shall mean all meters, current and potential transformers, RTU, and data processing equipment used to measure, record, or transmit data relating to the electric power and energy output from, or input to, the Interconnection Customer, as identified in Appendix A. The Metering Point shall be separately identified from the Point of Interconnection.

"MISO" or "Midwest ISO" shall mean the Midwest Independent Transmission System Operator, Inc. or its successor organization.

"MISO Tariff" shall mean MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff in effect from time to time, as accepted for filing by FERC.

"MRO" shall mean the Midwest Reliability Organization, Inc., or its successor organization.

"NERC" shall mean the North American Electric Reliability Corporation, or its successor organization.

"Network Security" shall mean the ability of the NSP System to withstand sudden disturbances such as unforeseen conditions, electric short circuits or unanticipated loss of system elements.

"Network Upgrade" shall mean the additions, modifications, and upgrades to the NSP System at or beyond the Point of Interconnection.

"NSP Control Center" or "NSPCC" shall mean the NSP Transmission Control Center(s), as identified in Appendix B, responsible for operation of the NSP System, including the Transmission Provider Interconnection Facilities.

"Other Party Group" shall have the meaning set forth in Section 13.01(e).

"Planned Outage" shall mean action by (a) Interconnection Customer to take its equipment, facilities or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02; or (b) Transmission Provider to take its equipment, facilities and systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02.

"Point of Interconnection" shall mean the physical point or points at which the Interconnection Customer Interconnection Facilities interconnect with the Transmission Provider Interconnection Facilities, as depicted in Appendix A.

"Reasonable Efforts" shall mean, with respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

"Reliability Standards" shall mean mandatory reliability standards adopted by NERC or MRO and approved by FERC, as amended from time to time, applicable to the facilities owned, and/or operated by Interconnection Customer and Transmission Provider, respectively.

"Remote Terminal Unit" or "RTU" shall mean a device installed at a substation or generation facility, and at the NSPCC, and is used to provide communication for remote control and indication of substation or generation facility equipment from the NSPCC.

"SCADA" shall have the meaning set forth in Section 4.09.

"State Regulatory Commission" shall mean the state regulatory agency with jurisdiction over (a) the retail electric rates and tariffs of NSPM or NSPW where the Point of Interconnection is located, and (b) determination of need or siting for new transmission facilities.

"System Protection Facilities" shall mean the equipment required to protect (a) the Transmission Provider's electric system, the systems of others directly or indirectly interconnected with the Transmission Provider's electric system, and the Transmission Provider's customers from faults occurring on the Interconnection Customer's side of the Point of Interconnection; and (b) Interconnection Customer from faults occurring on the Transmission Provider's electric system or on the systems of others to which the Transmission Provider's electric system is directly or indirectly interconnected.

"Tariff" or "OATT" shall mean the Xcel Energy Operating Companies Open Access Transmission Tariff on file with FERC, as amended from time to time.

"Term" shall mean the period of time during which this Interconnection Agreement shall remain in force and effect.

"TOA" or "Transmission Owners Agreement" shall mean the Agreement of Transmission Facilities Owner to Organize the Midwest Independent Transmission System Operator, Inc. accepted by FERC Order dated September 16, 1998, as amended from time to time and accepted for filing by FERC.

"Transmission Provider Interconnection Facilities" shall mean those facilities owned by the Transmission Provider necessary to establish a physical interconnection between Transmission Provider's existing electric system and the Interconnection Customer Interconnection Facilities at the Point of Interconnection, including but not limited to switches, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment, and any replacement or additional equipment that Transmission Provider may install due to equipment failure or to meet changed industry standards. The Transmission Provider Interconnection Facilities are identified and described in Appendix A. The Transmission Provider Interconnection Facilities shall not include Network Upgrades.

"Voltage Transformer" or "VT" shall mean a transformer intended for metering, protective, or control purposes and designed to have its primary winding connected either between the primary conductors to be measured or between a conductor and ground. A voltage transformer normally reduces voltage magnitudes to levels which can be handled by control, protection, and metering equipment. The historic term for a VT is potential transformer.

ARTICLE II
SCOPE

Section 2.01 Scope of Interconnection Agreement

(a) General. Transmission Provider shall provide Interconnection Service to Interconnection Customer as provided herein. This Agreement supersedes any prior interconnection agreement(s) between the Parties through which the Interconnection Customer's Interconnection Facilities were interconnected to Transmission Provider's electrical system. However, unless listed, any other agreements or schedules under which services are or may be provided shall remain in force. Specifically, this Interconnection Agreement supersedes the following agreement(s) as of the Effective Date: Municipal Interconnection and Interchange Agreement Rate Schedule 478, accepted for filing effective December 20, 2012, in FERC Docket No. ER13-231-000.

(b) Limited Scope of Interconnection Agreement. This Interconnection Agreement sets forth the terms and conditions of Interconnection Service provided by Transmission Provider to Interconnection Customer. Although the Transmission Provider intends this Interconnection Agreement to be a service agreement under the Tariff, the establishment of Interconnection Service under this Interconnection Agreement does not in itself entitle

Interconnection Customer to receive any services under the Tariff other than the Interconnection Service, as provided for herein. Any other services that Interconnection Customer may require, such as transmission service, must be separately arranged under the Tariff or MISO Tariff in accordance with the terms and conditions of such tariff, and paid for by Interconnection Customer or other user of such services.

(c) Other Arrangements. Interconnection Customer is responsible for making arrangements for the power supply of its load requirements and delivery of capacity and energy to its system. The establishment of an interconnection under this Interconnection Agreement does not in itself entitle Interconnection Customer to obtain any services from the Transmission Provider that may be subject to the jurisdiction of FERC, or the State Regulatory Commission; Interconnection Customer must arrange for any such services in accordance with the applicable provider's tariff or service requirements.

Section 2.02 Facilities Served. The scope of the Interconnection Service provided hereunder is based on Interconnection Customer's description of its facilities (including the Interconnection Customer Interconnection Facilities), and Transmission Provider's description of its facilities (including the Transmission Provider Interconnection Facilities), as set forth in Appendix A.

ARTICLE III
TERMS AND TERMINATION

Section 3.01 Term. This Interconnection Agreement shall become effective on the first day of the first month after being executed by the Parties, unless the Parties shall provide otherwise, or if filed unexecuted, upon the date specified by FERC ("Effective Date"). Unless terminated earlier in accordance with Section 3.02 below, this Interconnection Agreement shall remain in effect for an initial period of ten (10) years from the Effective Date ("Initial Period"), and from year to year thereafter, but shall be subject to termination by either Party at the end of the Initial Period or on any anniversary date thereof by such Party giving written notice of its intention to terminate not less than twelve (12) months prior to the end of the Initial Period and/or anniversary date.

In the event either Party provides notice of termination of this Interconnection Agreement under this Section 3.01, and Interconnection Customer still requires interconnection service to serve loads on its distribution system, the Parties shall use commercially Reasonable Efforts to negotiate a replacement interconnection agreement. If Interconnection Customer no longer requires interconnection service, upon termination of this Interconnection Agreement, Transmission Provider may, at its sole discretion and at Interconnection Customer's expense, permanently disconnect or remove the Transmission Provider Interconnection Facilities, provided such expense is just and reasonable and not unduly discriminatory.

Section 3.02 Early Termination. Notwithstanding the term specified in Section 3.01, this Interconnection Agreement may be terminated early in the following circumstances: (a) by mutual agreement among the Parties; or (b) by either Party in the event of any material breach of this Interconnection Agreement by the other Party, provided, such termination shall be subject to FERC approval as set forth in Section 15.03 of this Interconnection Agreement.

The Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising out of an early termination under this Section 3.02. In the event of a Dispute regarding the early termination fee, either Party may request dispute resolution pursuant to the procedures in Article XVI.

Section 3.03 Survival. Certain provisions of this Interconnection Agreement shall continue in effect after termination of this Interconnection Agreement to give full effect to its terms. Such provisions include, but are not necessarily limited to, those relating to early termination, Interconnection Customer's payment for installation, operation, and maintenance of the Interconnection Customer's Interconnection Facilities, and, as applicable, to provide for disconnection of the Interconnection Customer's Interconnection Facilities from Transmission Provider's electric system, final billings and adjustments related to the period prior to termination, a Party's right to terminate, indemnification, and payment of any money due and owing to either Party pursuant to this Interconnection Agreement.

ARTICLE IV
OWNERSHIP, CONSTRUCTION, OPERATION AND MAINTENANCE

Section 4.01 Summary Description. Appendix A, which is attached hereto and made a part hereof, provides a description of Interconnection Customer's electrical facilities and distribution system, including the Interconnection Customer Interconnection Facilities, Transmission Provider's electrical facilities and transmission system, including the Transmission Provider Interconnection Facilities, and the Point of Interconnection.

Section 4.02 Interconnection Customer Interconnection Facilities and System Protection Facilities. Interconnection Customer shall at Interconnection Customer's sole expense design, construct, operate, maintain and own in accordance with applicable laws, rules and regulations, the Tariff, and Good Utility Practice, the Interconnection Customer Interconnection Facilities as described in Appendix A. Further Interconnection Customer shall operate the Interconnection Customer Interconnection Facilities in a manner that protects the Transmission Provider's electric system and the Transmission Provider Interconnection Facilities from transients, faults, and other operating contingencies occurring at or caused by the Interconnection Customer.

Design and specification of System Protection Facilities including, protective relaying, alarming, fault recording, control, dVAR controller, metering, and related systems for substations, high voltage switch gear and transformers shall be subject to the Transmission Provider's review and approval, which approval shall not be unreasonably withheld or delayed. All System Protection Facilities must be in compliance with applicable laws, rules and regulations, Good Utility Practice and the requirements set forth in this Interconnection Agreement.

Interconnection Customer may be required to install, operate and maintain facilities and equipment required for Transmission Provider to comply with applicable frequency-based, voltage-based and manual load shedding obligations established by Reliability Standards or the Balancing Area Operator. Transmission Provider shall require Interconnection Customer to install such facilities or equipment only to the extent it imposes comparable obligations on Transmission Provider's native load customers.

Section 4.03 Transmission Provider Interconnection Facilities. Transmission Provider shall design, construct, operate, maintain, and own in accordance with applicable laws, rules and regulations, the Tariff, Good Utility Practice and the Interconnection Guidelines, the Transmission Provider Interconnection Facilities shown on Appendix A, and shall operate such facilities in a manner that protects the Interconnection Customer's electric system, including the Interconnection Customer Interconnection Facilities, from transients, faults, and other operating contingencies. The costs associated with Transmission Provider's Interconnection Facilities

required to provide service to Interconnection Customer may be allocated to Interconnection Customer in accordance with Attachment U-1 to the Tariff.

Transmission Provider represents that to the best of its knowledge, the Interconnection Facilities, as of the Effective Date and described in Appendix A, are sufficient to permit interconnection of the Interconnection Customer Interconnection Facilities with the Transmission Provider Interconnection Facilities without additional equipment and in accordance with applicable Tariff interconnection requirements. Further Transmission Provider will support the design and adequacy of the Interconnection Facilities as described in Appendix A before any regulatory body having approval authority over the Interconnection Facilities.

Section 4.04 Network Upgrades. Transmission Provider shall plan, design, procure, construct, own, operate and maintain any Network Upgrades determined to be needed by Transmission Provider in accordance with Good Utility Practice, the Tariff and this Interconnection Agreement. The costs associated with Network Upgrades required to provide service to Interconnection Customer may be allocated to Interconnection Customer in accordance with Attachment U-1 to the Tariff.

Section 4.05 Modifications to Interconnection Facilities.

(a) Either Party may undertake modifications to its respective Interconnection Facilities which shall be designed, constructed and operated in accordance with this Interconnection Agreement and Good Utility Practice; provided however, if (1) Interconnection Customer proposes (i) to make any change or modification to the configuration or operation of the Interconnection Customer Interconnection Facilities which may impact Transmission Provider's Transmission System, including the Transmission Provider Interconnection Facilities, (ii) to add a new Point of Interconnection, or (iii) to eliminate a Point of Interconnection (except when this Interconnection Agreement is terminated); or (2) Transmission Provider proposes to make any change or modification to the configuration or operation of the Transmission Provider Interconnection Facilities which may impact the Interconnection Customer Interconnection Facilities, (i) the Party proposing the change shall provide sufficient notice and information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to the commencement of any work, and (ii) the Parties shall negotiate, in good faith, an amendment to this Interconnection Agreement as may be necessary to address the proposed change.

(1) Information provided under Section 4.05(a) may be designated by a Party to be Confidential Information hereunder, including, but not be limited to, information concerning the timing of such modification and how such modifications are expected to impact the other Party's system. Unless a shorter period of time is appropriate for a Party to respond to an Emergency, or comply with Reliability Standards or Applicable Law, the Party desiring to perform such work shall provide the relevant drawings, plans and specifications to the other Party at least ninety (90) 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.

(2) In the event the Parties are unable to agree to appropriate amendments or modifications to this Interconnection Agreement pursuant to Section 4.05(a), the Transmission Provider will unilaterally file, on a timely basis, with FERC an amendment to this Interconnection Agreement.

(3) The Parties' agreement to add a new Point of Interconnection shall be documented pursuant to Appendix C and Appendix E. The Parties' agreement to modify or remove a Point of Interconnection shall be documented pursuant to Appendix D and Appendix E; provided however, such documentation for removal of a Point of Interconnection is not necessary when this Interconnection Agreement is terminated pursuant to Section 3.02 or Article XV.

(b) To the extent Interconnection Customer is the Party modifying its interconnection facilities, Interconnection Customer shall be responsible for the costs of any additions, modifications or replacements that may be necessary to maintain or upgrade the Interconnection Customer Interconnection Facilities consistent with applicable laws, rules and regulations, the Tariff, Good Utility Practice, and the Interconnection Guidelines. Interconnection Customer shall own any modifications to the Interconnection Customer Interconnection Facilities.

(c) In the event the Transmission Provider designs and constructs new or additional Transmission Provider Interconnection Facilities or upgrades, improvements or other modifications to existing Transmission Provider Interconnection Facilities that result in those facilities qualifying as Network Upgrades (such facilities shall be treated as Network Upgrades for purposes of cost assignment), then Interconnection Customer shall not be responsible for the cost of such facilities or modifications.

Section 4.06 Ownership of Transmission Provider Interconnection Facilities and Network Upgrades. As a general rule, Transmission Provider shall own, design, construct, operate and maintain the Transmission Provider Interconnection Facilities and Network Upgrades, including facilities that are the subject of Sections 4.03 through 4.07. The Parties acknowledge and agree that there may be circumstances where alternative ownership arrangements for such facilities (*e.g.*, ownership by the Interconnection Customer) may be warranted if mutually agreed and in accordance with Good Utility Practice, just and reasonable, and not unduly discriminatory or preferential. To determine the appropriateness of using an alternative ownership arrangement, the Parties may consider factors such as: (i) state and federal legal requirements, including applicable rights of first refusal; (ii) achieving the lowest reasonable cost; (iii) the effect of tax liabilities and payment of such liabilities; (iv) the relationship of the Transmission Provider Interconnection Facilities and/or Network Upgrades to other facilities owned by the Transmission Provider or Interconnection Customer; (v) the ability of the Transmission Provider or Interconnection Customer to own, operate and maintain the Transmission Provider Interconnection Facilities and/or Network Upgrades in accordance with Applicable Law and Reliability Standards; (vi) the purpose of the Transmission Provider Interconnection Facilities and/or Network Upgrades with consideration to who will benefit from such facilities; and (vii) whether the Party possesses adequate insurance to hold harmless the other Party and any third party from any claim, penalty, damage, liability or injury associated with such facilities. Should the Parties disagree on entering into an alternative ownership arrangement, and/or the terms and conditions of the alternative ownership arrangement, either Party shall have the right to unilaterally make applications to FERC under the Federal Power Act to seek resolution of such disagreement.

Alternative ownership and other arrangements may be provided for in the Interconnection Agreement or Appendix C or Appendix D supplemental agreement. Nothing herein shall waive Parties' rights or entitlements under Applicable Law.

Section 4.07 Construction. The Parties agree construction-related activities shall not commence until (1) the conditions set forth in Section 4.05 and/or Attachment U-1 have been satisfied, (2) all

necessary federal, state, local and regulatory permits, permissions or approvals have been obtained, and (3) the Parties have agreed to a final construction schedule.

Section 4.08 Reliability Standards. Interconnection Customer shall be responsible for compliance with all Reliability Standards applicable to Interconnection Customer's electrical system; and Transmission Provider shall be responsible for compliance with all Reliability Standards applicable to its transmission system. Each Party shall be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

Section 4.09 Interconnection Guidelines. The Interconnection Guidelines provide additional and more detailed standards for designing, testing, studying, constructing, operating, maintaining and interconnecting at the Point of Interconnection. Transmission Provider shall develop or promulgate the Interconnection Guidelines, including any updates, changes or modifications thereto, in accordance with Good Utility Practice. The Interconnection Guidelines include, among other things, power factor requirements, supervisory control and data acquisition ("SCADA") equipment requirements, and metering requirements.

Interconnection Customer will comply with the Interconnection Guidelines, as appropriate, for (i) any new point(s) of interconnection requested by Interconnection Customer on or after the Effective Date; (ii) any existing point(s) of interconnection materially modified after the Effective Date; and (iii) if the MISO market registration is changed; provided, however, Interconnection Customer is not required to comply with the Interconnection Guidelines for any Point(s) of Interconnection established pursuant to a prior interconnection agreement among the Parties, where no material modification was needed to the Point of Interconnection as a result of entering into this Agreement. After consultation with Interconnection Customer pursuant to Section 1.03(d), Transmission Provider will determine if there has been a material modification and such determination shall be done so in accordance with Good Utility Practice, and on a comparable, non-discriminatory basis Except when Interconnection Customer is excused from complying with the Interconnection Guidelines, failure by Transmission Provider or Interconnection Customer to fulfill its obligations under the Interconnection Guidelines may be a material breach of this Interconnection Agreement.

Should a conflict develop between the Interconnection Guidelines and FERC rules, the Tariff or applicable Reliability Standards, the Parties agree to abide by the FERC rules, Tariff or Reliability Standards until Transmission Provider modifies the Interconnection Guidelines to remove such conflict. The Parties shall use the Dispute Resolution procedures set forth in Article XVI to resolve any disagreements regarding the interpretation, application or implementation of the Interconnection Guidelines.

Section 4.10 Power Factor. Unless prevented by circumstances beyond Interconnection Customer's control, including Forced Outages, Interconnection Customer shall have sufficient power factor control equipment (such as capacitors) installed to maintain at minimum a 95-percent lagging or leading power factor at the Point of Interconnection for those loads greater than 1 MW. Interconnection Customer shall maintain the aforesaid requirement during peak load periods and

avoid leading power factor during light load conditions. Over time, it is the intention of the Parties that Interconnection Customer and Transmission Provider's load serving function will improve their respective power factor to a 98-percent lagging to leading power factor for those aggregated loads greater than 5 MWs. The power factor will be determined based on the MWh and MVARh flows during the monthly peak hour interval measured at each point of metering as follows: Power Factor = MWh/sqrt(MWh^2 + MVARh^2). With mutual agreement, reactive power support may be considered at an adjacent point of interconnection provided the substation is in electrically close proximity, in which case, the MWh and MVARh flows for each transformer may be combined for the purposes of compliance with this Section 4.10.

In the event Interconnection Customer has an aggregated load of over 1 MW but does not have sufficient power factor control equipment (such as capacitors) installed, to maintain at a minimum a 95-percent lagging or leading power factor at the Point of Interconnection, Interconnection Customer within thirty (30) days after written notice from Transmission Provider of such deficiency shall correct the deficiency or provide Transmission Provider with a written commitment to correct the deficiency. In the event Interconnection Customer makes a written commitment to add power factor control equipment (such as capacitors), Interconnection Customer shall exert commercially reasonable efforts to expeditiously bring such equipment into service and to complete installation within one (1) year from the initial notice or within such other time established by mutual agreement between the Parties. If the additional capacitors are not installed within the allowed time and Transmission Provider installs or has installed power factor control equipment on the Transmission System, Transmission Provider may bill Interconnection Customer a facilities fee based upon Transmission Provider's capital installation cost of an equivalent amount of power factor control equipment.

Section 4.11 Meter Data Management. Interconnection Customer shall have the right to select any entity, including itself, to be the MDMA that provides meter data to MISO; provided, however, that such entity has the necessary and appropriate qualifications to be an MDMA and provide meter data to MISO. Should the Parties mutually agree that Transmission Provider shall serve as the MDMA for Interconnection Customer, the rate for MDMA services shall be as set forth in the Tariff.

Section 4.12 Access. Appropriate representatives of each Party shall at all reasonable times; including weekends and nights, and with three (3) business days prior notice, have access to the other Party's facilities, to take readings and to perform all inspections, maintenance, service, and operational reviews as may be appropriate or necessary to facilitate the performance of this Interconnection Agreement. While on the other Party's premises, each Party's representatives shall announce their presence and observe such safety precautions as may be required and shall conduct themselves in a manner that will not interfere with the other Party's operations.

Section 4.13 Right of Installation. Each Party will make available suitable space for installation by the other Party of necessary equipment, apparatus and devices required for the performance of this Interconnection Agreement.

Section 4.14 Right of Removal. Any and all equipment, apparatus and devices caused to be placed or installed by one Party on, or in, the premises of the other Party shall be and remain the property of the Party owning such equipment, apparatus and devices regardless of the mode or manner of annexation or attachment to the premises. All foundations for all equipment shall be removed completely from the premises or to a lesser degree if an agreement for the lesser degree is reached between the Parties at the time. Notwithstanding the forgoing, in lieu of

removal, the Parties reserve the right to sell any and all equipment, apparatus and devices that are attached to the premises. Once the aforesaid equipment is removed, the Parties will update Appendix A to reflect the removal.

Section 4.15 Transfer of Control or Sale of Facilities. In any sale or transfer of control of the Interconnection Customer's Interconnection Facilities, Interconnection Customer shall as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the obligations of Interconnection Customer with respect to this Interconnection Agreement or to enter into an agreement with Transmission Provider imposing on the acquiring party or transferee the same obligations applicable to Interconnection Customer pursuant to this Section 4.15.

ARTICLE V
OUTAGES AND COORDINATION

Section 5.01 Disconnection.

(a) Except when there is an Emergency, Forced Outage, Force Majeure and/or to comply with Applicable Law, including Reliability Standards, the Parties shall reasonably consult each other prior to disconnecting facilities.

(b) If at any time, the Transmission Provider observes any protective equipment which appears to have been changed other than pursuant to Section 4.05 and/or Attachment U-1, or failed, Transmission Provider shall have the right, if Transmission Provider determines that such change may have a material adverse impact on the safety or reliability of Transmission Provider's electric system consistent with Good Utility Practice, to disconnect Interconnection Customer's electric system from Transmission Provider's electric system, provided Transmission Provider first provides commercially reasonable notice to Interconnection Customer. Transmission Provider may require, at Interconnection Customer's expense (subject to Attachment U-1), a new calibration and activation test of Interconnection Customer's protective equipment after such equipment has been corrected or repaired.

Section 5.02 Outages. In accordance with Good Utility Practice, each Party may, in close cooperation with the other, remove from service its system elements that may impact the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good-faith efforts to schedule such removal on a date mutually acceptable to both Parties, in accordance with Good Utility Practice.

In the event of a Forced Outage of a system element of the Interconnection Customer's electric system adversely affecting the Transmission Provider's facilities or electric system, Interconnection Customer will use Good Utility Practice to promptly restore that system element to service. In the event of a Forced Outage of a system element of the Transmission Provider's electric system adversely affecting the Interconnection Customer's facilities or electric system, the Transmission Provider will use Good Utility Practice to promptly restore that system element to service.

In the event of a Planned Outage of a system element of Interconnection Customer's electric system adversely affecting Transmission Provider's facilities or electric system, Interconnection Customer will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the planned outage. In the event of a Planned Outage of a system element of the Transmission Provider's electric system adversely affecting Interconnection Customer's facilities or electric system, Transmission Provider will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the planned outage.

Section 5.03 Outage Reporting. The Parties shall comply with all current Transmission Provider, and MISO reporting requirements, as they may be revised from time to time, and as they apply to the Interconnection Customer or Transmission Provider. When a Forced Outage occurs that affects the Interconnection Customer Interconnection Facilities or impacts Interconnection Customer's electrical system such that there is an adverse impact to the Point of Interconnection, Interconnection Customer shall notify the NSP Control Center of the existence, nature, and expected duration of the Forced Outage as soon as practical, but in no event later than one (1) hour after the Forced Outage occurs. Interconnection Customer shall immediately inform the NSP Control Center of changes in the expected duration of the Forced Outage unless relieved of this obligation by the NSP Control Center for the duration of each Forced Outage. When a Forced Outage occurs that affects the Transmission Provider Interconnection Facilities or impacts Transmission Provider's transmission system such that there is an adverse impact to the Point of Interconnection, Transmission Provider shall notify Interconnection Customer of the existence, nature, and expected duration of the Forced Outage as soon as practical.

Section 5.04 Switching and Tagging Rules. The Parties shall abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations on equipment. Transmission Provider shall notify Interconnection Customer of Transmission Provider's switching and tagging rules, and provide periodic updates of such rules as they may change from time to time. Interconnection Customer shall establish switching and tagging rules for Interconnection Customer Interconnection Facilities, and shall provide such rules to the Transmission Provider.

Section 5.05 Coordination. If a Party's interconnection facilities are subject to MISO's functional control, the Parties will coordinate with the applicable functional directives from MISO. In all other circumstances:

(a) Electrical system operation shall be coordinated between Interconnection Customer and Transmission Provider, including the coordination of equipment outages, voltage levels, real and reactive power flow monitoring, and switching operations, which affect the Balancing Area or LBA, as required by the Tariff and this Interconnection Agreement.

(b) If either Interconnection Customer or Transmission Provider operations are causing a condition on the interconnected electrical network where line loadings, equipment loadings, voltage levels or reactive flow significantly deviate from normal operating limits or can be expected to exceed emergency limits following a contingency, and reliability of the bulk power supply is threatened, the LBA, or Transmission Provider shall take immediate steps and make Reasonable Efforts to relieve, correct or control the condition. These steps include notifying other affected electric utility systems and MISO, as applicable, adjusting generation, changing schedules between Balancing Areas, initiating load relief measures,

and taking such other reasonable action as may be required. Electrical equipment is to be operated within its normal rating established by the owning Party except for temporary conditions after a contingency has occurred.

(c) If either Interconnection Customer or Transmission Provider changes the normal operation of its system at a Point of Interconnection, the Parties shall consider any resulting benefits or adverse impacts to the reliability or transfer capability of the interconnected network for purposes of determining any applicable adjustments to the Parties' respective system usage rights and responsibilities.

(d) The Parties shall cooperate to supply, as applicable, MISO required information, including but not limited to, calculation of available flowgate or transmission capacity determination and for security constrained economic dispatching purposes.

(e) Each Party shall notify the other as soon as practicable whenever:

(1) Problems with a Point of Interconnection are detected that could result in mis-operation of interconnection protection or other interconnection equipment;

(2) The interconnection is opened by protective relay action;

(3) Interconnection equipment problems occur and result in an outage to a portion of Transmission Provider's electric system;

(4) A Party intends to initiate switching to close the interconnection; or,

(5) A Party intends to initiate switching to open the interconnection.

Section 5.06 Emergency. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

(a) In the event Interconnection Customer has identified an Emergency involving the Transmission Provider Interconnection Facilities, Interconnection Customer shall obtain the consent of Transmission Provider personnel prior to manually performing any switching operations unless immediate action is essential to protecting the safety of individuals or against extreme damage to property.

(b) Transmission Provider may, consistent with Good Utility Practice, take whatever actions or inactions the Transmission Provider deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Transmission Provider's electric system, including the Transmission Provider Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Interconnection Customer Interconnection Facilities.

(c) Interconnection Customer may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the Interconnection Customer Interconnection Facilities Interconnection Customer deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Interconnection Customer Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on Transmission Provider's electric system.

(d) Transmission Provider shall provide Interconnection Customer with prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect Interconnection Customer's operations, to the extent the Transmission Provider is aware of the Emergency. Interconnection Customer shall provide the Transmission Provider with prompt oral or electronic notification under the circumstances of an Emergency which may reasonably be expected to affect the Transmission Provider's electric system, to the extent Interconnection Customer is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such oral or electronic notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.

(e) To the extent a system Emergency exists on Transmission Provider transmission system, and Transmission Provider, Balancing Area Operator, or Reliability Coordinator determines it is necessary for the Transmission Provider and Interconnection Customer to shed load, the Parties shall shed load in accordance with the Tariff.

ARTICLE VI
SAFETY

Section 6.01 Safety Standards. The Parties agree that all work performed under this Interconnection Agreement shall be performed in accordance with all applicable laws, regulations, rules, standards, practices and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's premises, the Party performing work shall also abide by the safety, or other access rules applicable to those premises.

Each Party shall be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

ARTICLE VII
ENVIRONMENTAL CONSIDERATIONS

Section 7.01 Environmental Considerations. Each Party will remain responsible for compliance with any and all environmental laws applicable to its own respective property, facilities, and operations. Each Party shall promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party and shall promptly furnish to the other Party copies of any reports filed with any governmental agencies addressing such events.

The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party shall be responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by environmental laws. Advance written notification (except in emergency situations, in which verbal, followed by written notification, shall be provided as soon as practicable) shall be provided by any Party performing any remediation or abatement activity on the property or facilities of the other Party, or which may adversely impact the property, facilities, or operations of, the other Party. Except in an Emergency, such remediation or abatement activity shall be performed only with the consent of the Party owning the affected property or facilities. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports or filings required by law or regulation.

ARTICLE VIII
FORCE MAJEURE

Section 8.01 Effect of Declaring Force Majeure. Except for the obligation to make any payments under this Interconnection Agreement, neither Party shall be considered to be in default or breach of this Interconnection Agreement or liable in damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Interconnection Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, neither Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Interconnection Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party's delay or failure to perform or carry out its duties and obligations under this Interconnection Agreement.

Section 8.02 Procedures for Declaring Force Majeure. A Party claiming Force Majeure must:

(a) Give written notice to the other Party of the occurrence of a Force Majeure as soon as practicable;

(b) Use Reasonable Efforts to resume performance or the provision of service hereunder as soon as practicable;

(c) Take all commercially reasonable actions to correct or cure the Force Majeure;

(d) Exercise all Reasonable Efforts to mitigate or limit damages to the other Party; except that neither party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and

(e) Provide written notice to the non-declaring Party, as soon as practicable, of the cessation of the adverse effect of the Force Majeure on its ability to perform its obligations under this Interconnection Agreement.

ARTICLE IX
BILLING AND PAYMENT

Section 9.01 Billing Procedure. Transmission Provider shall bill Interconnection Customer for the actual costs incurred under this Interconnection Agreement consistent with the procedures set forth in Article 7 of the Tariff. Payment of an invoice shall not relieve the paying Party from any responsibilities or obligations it has under this Interconnection Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.

Section 9.02 Interest on Unpaid Balances. Interest on any unpaid amounts that are past due (including amounts placed in escrow) shall be calculated in accordance with Article 7 of the Tariff.

Section 9.03 Billing Disputes. If all or part of any bill is disputed by a Party, that Party shall promptly pay the amount that is not disputed, provide the other Party a reasonably detailed written explanation of the basis for the dispute, and request the commencement of dispute resolution pursuant to Article XVI of this Interconnection Agreement. When the amount in dispute is equal to or greater than one million dollars ($1,000,000), the disputed amount shall be paid into an independent escrow account pending resolution of the dispute, at which time the prevailing Party

shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution. If the amount in dispute is less than one million dollars ($1,000,000), the disputing Party may withhold the disputed amount or pay the disputed amount into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution. The Parties may elect, but are not required, to agree to Alternative Dispute Resolution, including arbitration. Neither Party shall be responsible for the other Party's cost of collecting amounts due under this Interconnection Agreement, including attorney's fees.

ARTICLE X
NOTICES

Section 10.01 Notices. Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties as set forth in Appendix B. In addition to the obligations set forth in the preceding sentence, a Party providing notice, demand, request or communication pursuant to this Section may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email. Any Party may update that portion of Appendix B that pertains to such Party's address by giving written notice to the other Parties of such change at any time.

ARTICLE XI
REGULATION AND MODIFICATION OF RATES

Section 11.01 Regulation. This Interconnection Agreement is subject to the jurisdiction of the FERC.

Section 11.02 Modification. Transmission Provider reserves its rights under Section 205 of the Federal Power Act to unilaterally make applications to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service the Transmission Provider provides under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction. Interconnection Customer reserves its rights under Section 206 of the Federal Power Act to unilaterally make application to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service provided under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction.

ARTICLE XII
ASSIGNMENT

Section 12.01 Successors and Assigns. This Interconnection Agreement shall be binding upon the respective Parties, their successors and permitted assigns, on and after the Effective Date hereof.

Section 12.02 Assignment Restrictions. This Interconnection Agreement may be assigned by either Party only with the written consent of the other; provided, however, that either Party may assign this Interconnection 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 Interconnection Agreement; and

provided further that Interconnection Customer shall have the right to assign this Interconnection Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing, provided that Interconnection Customer promptly notifies Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article XII 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). Any attempted assignment that violates this Article XII is void and ineffective. Any assignment under this Interconnection Agreement 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 requested, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE XIII
INSURANCE

Section 13.01 Applicability. If Interconnection Customer is a municipality, city, county, town, public authority or other political subdivision that qualifies for statutory limitations on liability under Applicable Law, Interconnection Customer shall procure and maintain, at its own expense, insurance coverages in accordance with the requirements set forth in Appendix F. In all other circumstances, Interconnection Customer shall comply with the requirements set forth in Section 13.02.

Section 13.02 Insurance. Each Party shall, at its own expense, maintain in force until this Interconnection Agreement is terminated and until released by the other Party, the following insurance coverages with insurers authorized to do business in the state where the Point of Interconnection is located:

(a) Employer's 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.

(b) 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.

(c) Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

(d) Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of ten million dollars ($10,000,000) per occurrence/ ten million dollars ($10,000,000) aggregate.

(e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Interconnection Agreement against the Other Party Group and provide thirty (30) calendar days advance written notice to the Other Party Group prior to the anniversary date of cancellation or any material change in coverage or condition.

(f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies shall apply to such extent without consideration for other policies separately carried. Each Party shall be responsible for its respective deductibles or retentions.

(g) 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 Interconnection Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

(h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Interconnection Agreement.

(i) Within ten (10) days following execution of this Interconnection Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Interconnection Agreement, executed by each insurer or by an authorized representative of each insurer.

(j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of subsections (a)-(h) of this Section 13.01 to the extent the Party maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements set forth in subsections (a)-(h) of this Section 13.01. For any period of time that a Party's senior secured debt is unrated by Standard and Poor's, such Party shall comply with the insurance requirements set forth in subsections (a)–(i) of this Section 13.01. In the event that a Party is permitted to self-insure pursuant to this Article XIII, 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 this Section 13.01(j).

(k) The Parties agree to report to each other in writing as soon as practicable all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Interconnection Agreement.

(l) In the event Interconnection Customer is a municipality or other governmental entity, Interconnection Customer will be subject to the insurance coverage obligations set forth in Appendix F in lieu of the insurance obligations set forth in this Section 13.02.

ARTICLE XIV
CONSEQUENTIAL DAMAGES, INDEMNITY AND RISK OF LOSS

Section 14.01 Waiver of Consequential Damages. In no event shall one Party, its governing board members, officers, employees or agents be liable to the other Party under this Interconnection Agreement from any cause howsoever arising in contract, tort or otherwise for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made; 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, punitive, exemplary or consequential damages hereunder.

Section 14.02 Indemnity. Each Party shall at all times indemnify, defend and hold harmless the other Party, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, 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 ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party. Nothing in this Section 14.02 shall relieve the Transmission Provider or Interconnection Customer of any liability to the other for any breach of this Interconnection Agreement.

(a) If an Indemnified Party is entitled to indemnification under this Section 14.02 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed, to assume the defense of such claim, the 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.

(b) If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Section 14.02, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's loss net of any insurance or other recovery.

(c) 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 in this Section 14.02 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect the Indemnifying Party's obligation to indemnify the Indemnified Party unless such failure or delay is materially prejudicial to the Indemnifying Party.

(d) In the event Indemnifying Party is a municipality or other governmental entity, Indemnifying Party will be subject to the indemnification obligations set forth in Appendix F in lieu of the indemnification obligations set forth in this Section 14.02.

Section 14.03 Risk of Loss. Except under situations of negligence, gross negligence, or intentional wrong-doing by the other Party, each Party shall have the full risk of loss for its own property and material, and each Party shall (subject to Article XIII) obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party shall require its property insurer to waive the right of subrogation. Each Party shall have title and risk of loss for those materials or capital equipment purchased for its ownership by the other Party as an authorized agent under this Interconnection Agreement confirmed by written confirmation and approval of supplier, specifications, equipment warranty, delivery and installation arrangements (the principal being entitled to any sales tax exemptions). All such equipment and materials will be inspected by the purchasing agent Party upon delivery and damaged or nonconforming equipment or materials will be rejected and returned to the seller upon consultation and agreement with the Party for whom the equipment was purchased.

ARTICLE XV
DEFAULT AND TERMINATION

Section 15.01 Default by Interconnection Customer.

(a) In the event the Interconnection Customer fails, for any reason other than a billing dispute as described in Section 9.03, to make payment to Transmission Provider on or before the due date as described herein, and such failure of payment is not cured within thirty (30) calendar days after Transmission Provider notifies Interconnection Customer of such failure, a default by Interconnection Customer shall be deemed to exist.

In the event of an uncured default by Interconnection Customer for nonpayment, except when nonpayment is the subject of a billing dispute as provided in Section 9.03, Transmission Provider may initiate a proceeding with the FERC to terminate service but shall not terminate service until the FERC so approves any such request. In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider will continue to provide service under this Interconnection Agreement as long as the Interconnection Customer (1) continues to make all payments not in dispute, and (2) subjection to Section 9.03, pays 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 provide notice to the Interconnection Customer of its intention to suspend service in accordance with the Tariff or FERC policy.

(b) Interconnection Customer shall also be in default if it materially breaches any other provision of this Interconnection Agreement, and fails to cure any such breach within thirty (30) days after written notice by Transmission Provider of the existence and nature of such alleged breach.

(c) If Interconnection Customer assigns its interests under this Interconnection Agreement to a bank, lender or other financial institution for purposes of obtaining financing ("Financing Party"), and Interconnection Customer notifies Transmission Provider of this assignment and the information necessary for Transmission Provider to contact Financing Party, then Transmission Provider shall also notify Financing Party of any breach or default by Interconnection Customer under this Interconnection Agreement at the same time as it notifies Interconnection Customer of such breach or default. If Financing Party elects to cure the breach or default, by payment or otherwise, then Transmission Provider agrees

to accept such cure by Financing Party as if the same had been effected by Interconnection Customer.

Section 15.02 Default by Transmission Provider. Transmission Provider shall be considered in default if it fails to make any payment due to Interconnection Customer hereunder, or fails to cure any material breach, within thirty (30) days after written notice of nonpayment or material breach from Interconnection Customer.

Section 15.03 Termination for Default. Should a Party fail to cure a default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process provided in Section 16.01 or other legal processes, the non-defaulting Party shall have the right to terminate this Interconnection Agreement subject to FERC approval and other defenses by giving written notice to the Party in default, and be relieved of any further obligation hereunder, and whether or not the non-defaulting Party terminates this Interconnection Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which the non-defaulting Party is entitled subject to the limitations set forth in Article XIV of this Interconnection Agreement. The provisions of this Article XV shall survive termination of this Interconnection Agreement.

ARTICLE XVI
DISPUTE RESOLUTION

Section 16.01 Dispute Resolution Process. In the event the Parties are required by this Interconnection Agreement or mutually agree to try and resolve a dispute, the Parties shall first refer the dispute to designated senior representatives, with authority to bind their respective Party, for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may mutually agree, such dispute may either be submitted to the alternative dispute resolution provisions set out in Article 12 of the Tariff, if agreed to by the Parties, or the aggrieved Party may initiate legal proceedings at the Commission or court of competent jurisdiction.

ARTICLE XVII
CONFIDENTIAL INFORMATION

Section 17.01 Furnishing of Information. It is recognized by the Parties that the successful operation of this Interconnection Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to the limitations regarding disclosing confidential information provided in this Interconnection Agreement, each Party agrees that it will furnish to the other Party such data concerning its system as may be necessary to support the other Party's system reliability.

Section 17.02 Confidential Information.

(a) "Confidential Information" means (1) any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, drawing, list, concept, customer information, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise; or (2) any Critical Energy Infrastructure

Information. Confidential Information which includes, 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 on a confidential basis prior to the execution of this Interconnection Agreement.

(b) Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Interconnection Agreement.

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Parties that such information no longer is confidential.

(c) 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, the Party providing the information orally informs the receiving Party that the information is confidential. Each Party shall be responsible for clearly designating or marking information governed by FERC's Critical Energy Infrastructure Information rules and regulations.

Section 17.03 Protection of Confidential Information.

(a) No Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Interconnection Agreement to any third party without the express written consent of the providing Party; provided, however, that any Party may produce Confidential Information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or Governmental Authority upon reasonable notice to the providing Party that (a) a protective order from such jurisdictional judicial body or court has been issued relating to the Confidential Information; and (b) a binding nondisclosure agreement is in effect with a proposed recipient of any Critical Energy Infrastructure Information.

(b) The Parties shall use at least the same standard of care to protect Confidential Information they receive as they use to protect their own Confidential Information from unauthorized disclosure, publication or dissemination.

(c) Any Party may use Confidential Information solely: (1) to fulfill its obligations to the other Party, under this Interconnection Agreement; (2) to fulfill its regulatory

requirements except to the extent that such information constitutes or has been designated Critical Energy Infrastructure Information; (3) in any proceeding or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Interconnection Agreement, subject either to a written confidentiality agreement with all Parties (including, if applicable, an arbitrator(s)) or to a protective order; or (4) as required by Applicable Law. As it pertains to (3) and (4), notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or in the opinion of its counsel, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, the receiving Party shall, to the extent permitted under applicable law, promptly notify the disclosing Party of such request or requirement prior to disclosure, so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Interconnection Agreement and shall request confidential treatment of any such disclosure.

(d) The Parties agree that monetary damages by themselves may be inadequate to compensate a Party for the other Party's breach of its obligations under this Article. Each Party accordingly agrees that the other Parties are entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Article.

Section 17.04 Survival. The confidentiality obligations of this Article shall survive termination of this Interconnection Agreement for a period of two (2) years.

ARTICLE XVIII
MISCELLANEOUS

Section 18.01 Third Party Contracts. The Parties recognize that each has entered into and may in the future enter into contractual commitments with various third parties regarding benefits, use and operation of network transmission facilities it owns within the interconnected regional transmission network. Each Party hereby covenants that its respective contracts with third parties shall not interfere with its obligations to the other Party made under this Interconnection Agreement.

Section 18.02 No Residual Value. This Interconnection Agreement shall not be construed to provide any residual value to either Party or its successors or permitted assigns or any other party, for rights to, use of, or benefits from the other Party's system following expiration of this Interconnection Agreement.

Section 18.03 No Third Party Beneficiary. Unless otherwise specifically provided in this Interconnection Agreement, the Parties do not intend to create rights in or to grant remedies to any third Party as a beneficiary of this Interconnection Agreement or of any duty, covenant, obligation or undertaking established hereunder.

Section 18.04 Headings. Article headings and titles are included for the convenience of Parties and shall not be used to construe the meaning of any provision of this Interconnection Agreement.

Section 18.05 Governing Law. This Interconnection Agreement shall be interpreted and governed by the laws of the state in which the Point of Interconnection is located, or the laws of the United States of America, as applicable.

Section 18.06 Effect of MISO Membership. In the event, during the term hereof, Transmission Provider ceases to be a transmission owning member of a MISO or a successor, all terms and conditions with respect to MISO, or successor(s) herein shall remain in force until amended. Transmission Provider shall be responsible for filing with FERC any modifications to this Interconnection Agreement necessary as a result of such action.

Section 18.07 No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of the Interconnection Agreement shall be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

Section 18.08 Relationship to MISO Tariff. Nothing contained herein shall modify, amend or revise the obligations of the Parties under the MISO Tariff.

Section 18.09 Amendment. Except as provided in Section 11.02, any amendment, alteration, variation, modification or waiver of the provisions of this Interconnection Agreement, other than revisions to the Appendices authorized by this Interconnection Agreement, shall be valid only after it has been reduced to writing and duly signed by both Parties, and if required, approved by the appropriate regulatory bodies.

Section 18.10 Conflicts. In the event any term of this Interconnection Agreement conflicts with the Tariff, the terms of this Interconnection Agreement shall control.

Section 18.11 Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Interconnection Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

Section 18.12 Counterparts. This Interconnection Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

Section 18.13 Severability. If any governmental authority or court of competent jurisdiction holds that any provision of this Interconnection Agreement is invalid, or if, as a result of a change in any Federal or State law or constitutional provision, or any rule or regulation promulgated pursuant thereto, any provision of this Interconnection Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Interconnection Agreement not affected thereby shall continue in full force and effect. In such an event, the Parties shall promptly renegotiate in good faith new provisions to restore this Interconnection Agreement as nearly as possible to its original intent and effect.

SIGNATURES

In Witness Whereof, the Parties have caused this Interconnection Agreement to be duly executed as of this 9th day of January 2015.

CITY OF KASOTA
A Minnesota municipal corporation

By: */s/ Sheila LeRoss*

Name: Sheila LeRoss

Title: City Clerk

Date: 12/29/14

NORTHERN STATES POWER COMPANY,
A Minnesota corporation, and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: */s/ I.R. Benson*

Name: Ian R. Benson

Title: Director, Transmission Planning & Business Relations

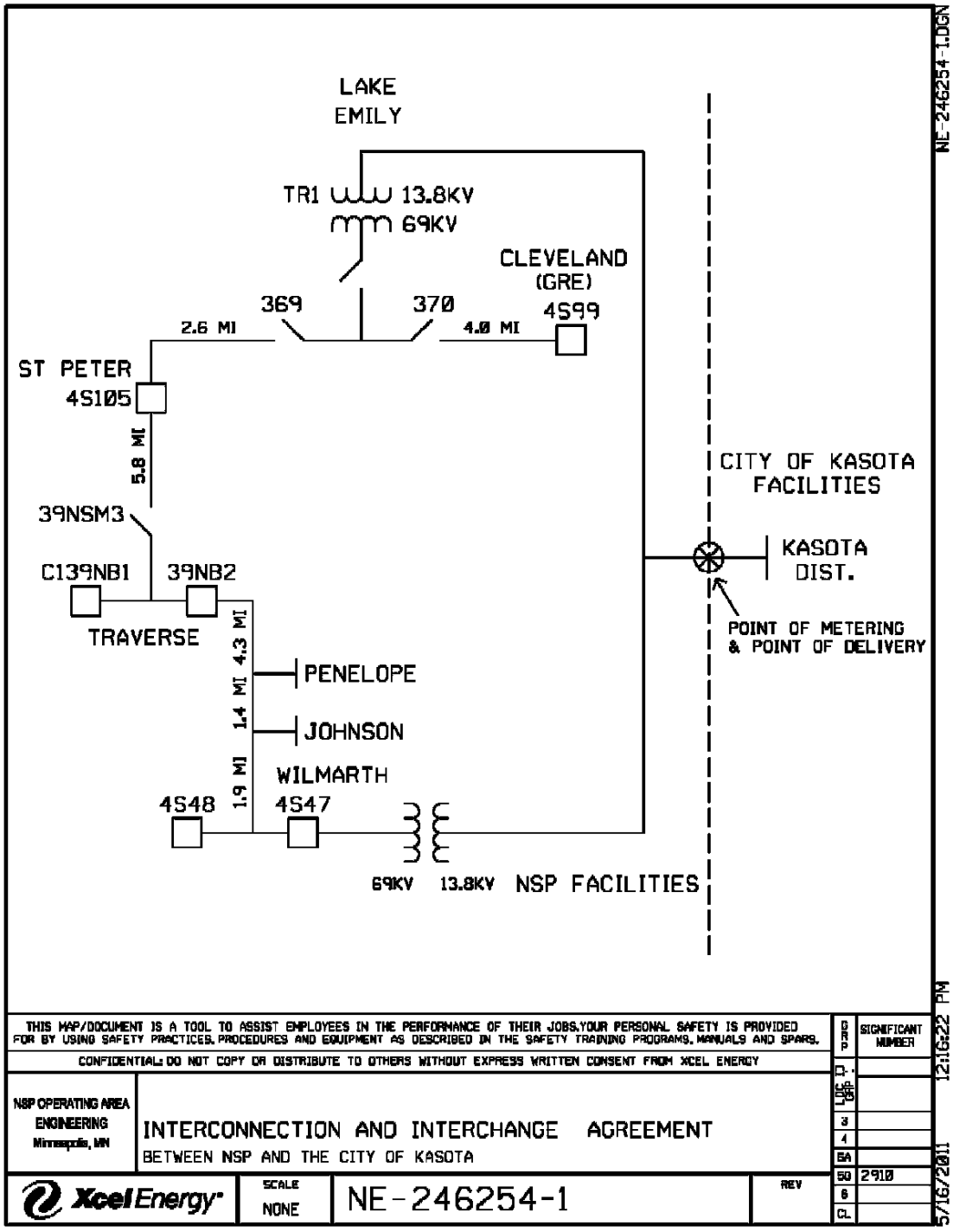
Date: 1/9/2015

Xcel Energy Services Inc.
Authorized Agent

APPENDIX A

IDENTIFICATION OF POINTS OF INTERCONNECTION AND FACILITIES

A-1: Kasota Distribution - Point of Interconnection # 1 (POI # 1)



Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX A-1

Point of Interconnection # 1 (POI # 1): Kasota Distribution

This Point of Interconnection is located at the connecting hardware where the NSPM-owned 13.8kV facilities between NSPM-owned Wilmarth and Lake Emily substations interconnect with the Interconnection Customer-owned 13.8kV facilities as shown in Appendix A.

The location for this Point of Interconnection is as follows: a point located approximately 1/4 mile west of the intersection of W. Cherry Street and Ridgely Street, City of Kasota, MN with legal description as the SE¼ of the NE¼ of Section 32, Township 110N., Range 26W., County of Le Sueur, State of Minnesota.

The transfer of power and energy at the point of metering shall be measured at the Interconnection Customer distribution voltage by a recording 15-minute integrated demand watt-hour meter and a var-hour meter or by digital metering equipment of equivalent capability. Meters and associated metering equipment shall be provided, owned, and maintained by NSPM. The Interconnection Customer shall provide and install conduit and support for the metering transformers. The metering transformers and color code metering wire, provide by NSPM shall be installed by the Interconnection Customer.

The meter readings shall be compensated to account for transformation losses to the 69kV voltage. The compensation shall be done by multiplying the energy flows by 1.01, unless otherwise agreed.

For MDMA purposes, NSPM shall provide metered data to MISO based on NSPM's meter readings.

The applicable Interconnection Provisions for Point of Interconnection # 1 are set forth in Appendix E-1.

APPENDIX B

NOTICES

Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties, and may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email, as follows:

For Customer:

City of Kasota - Electric Light Department
Superintendent
P.O. Box 218
Kasota, MN 56050

For Transmission Provider:

Xcel Energy
Manager, Transmission Business Relations
414 Nicollet Mall, MP 8
Minneapolis, MN 55401

For Invoices:

City Clerk
City of Kasota - Electric Light Department
P.O. Box 218
Kasota, MN 56050

Transmission Finance
Xcel Energy – Transmission
1800 Larimer, 12th floor
Denver, CO 80202
303-571-2782

For Operational Matters:

Superintendent
City of Kasota - Electric Light Department
507-931-3290

Transmission Control Center (MN)
Northern States Power Company
612-321-7431

This designation and titles of the person to be notified or the address of such person may be changed at any time by written notice.

APPENDIX C

Template for Adding a New Point of Interconnection

The Parties understand that it may be necessary to add a Point of Interconnection. Should the Parties agree to add a Point of Interconnection, Interconnection Customer and Transmission Provider shall use the following form or another that is substantially similar to it for purposes of documenting their mutual agreement and to update the Point of Interconnection described in Appendix A to this Interconnection Agreement:

Facilities are located in_____

Included hereafter are the Interconnection Provisions and Interconnection Diagram for this Point of Interconnection and a completed Appendix E documenting the respective responsibilities of the Parties.

The costs of such Facilities shall be borne by Interconnection Customer or Transmission Provider as provided in Attachment U-1 to the Tariff.

In Witness Whereof, the Parties have confirmed these Interconnection Provisions to become part of Transmission to Load Interconnection Agreement between the Parties dated _____ __, 20__, and to be duly executed as of this ____ day of _____, 20___.

CITY OF KASOTA
A Minnesota municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY
A Minnesota corporation and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: _____

Name: _____

Title: _____

Date: _____

By Xcel Energy Services Inc.
Authorized Agent

APPENDIX D

Template for Modifying or Removing
Point of Interconnection

The Parties understand that it may be necessary to modify or remove Point of Interconnection. Should the Parties agree to modify or remove, Interconnection Customer and Transmission Provider shall use the following form or another that is substantially similar to it for purposes of documenting their mutual agreement and to update the Point of Interconnection described in Appendix A to this Interconnection Agreement:

Facilities are located in_____

Included hereafter are the Interconnection Provisions and Interconnection Diagram for this Point of Interconnection and a completed Appendix E documenting the respective responsibilities of the Parties.

The costs of such Facilities shall be borne by Interconnection Customer or Transmission Provider as provided in Attachment U-1 to the Tariff.

In Witness Whereof, the Parties have confirmed these Interconnection Provisions to become part of Transmission to Load Interconnection Agreement between the Parties dated _____ __, 20__, and to be duly executed as of this ____ day of _____, 20___.

CITY OF KASOTA
A Minnesota municipal corporation
By: _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY
A Minnesota corporation and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: _____

Name: _____

Title: _____

Date: _____

By Xcel Energy Services Inc.
Authorized Agent

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX E-1

INTERCONNECTION PROVISIONS

KASOTA DISTRIBUTION FACILITIES AND
RELATED TRANSMISSION SYSTEM MODIFICATIONS
OWNERSHIP, OPERATION AND MAINTENANCE PROVISIONS

Description	Owner	Operator	Maintenance Responsibility	Financial Responsibility For Construction	Financial Responsibility For O&M	Financial Responsibility For Replacement	Responsibility to Accomplish Engineering Design and Construction
SUBSTATION							
Wilmarth 69kV-13.8kV facilities between Wilmarth Substation and Lake Emily Substation.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
Kasota 13.8kV distribution facilities.	IC	IC	IC	IC	IC	IC	IC
Oil Switches and Voltage Regulators	IC	IC	IC	IC	IC	IC	IC
TRANSMISSION							
69kV Transmission Line W0715.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
METERING &TELEMETRY							
Metering equipment, instrument transformers and ancillary equipment (meter wiring & meter socket).	IC	IC	IC	IC	IC	IC	IC
Billing meter for POI # 1 measured at IC's distribution voltage.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
Communication line including monthly charge.	IC	IC	IC	IC	IC	IC	IC

NSPM = Northern States Power Company Minnesota, IC = Interconnection Customer

APPENDIX F-1

INSURANCE AND INDEMNIFICATION OBLIGATIONS FOR A MINNESOTA MUNICIPALITY

A. Insurance Coverages. If Interconnection Customer is subject to Minn. Stat. § 466.04, as amended from time to time, or any successor statute, Interconnection Customer shall, at its own expense, maintain in force until this Interconnection Agreement is terminated or until released by Transmission Provider, insurance coverages equal to the maximum limitation on liabilities set forth in Minn. Stat. § 466.04.

Interconnection Customer shall use its best efforts to ensure that Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees shall be named as an additional insured under Interconnection Customer's Commercial General Liability Insurance policy, at Transmission Provider's expense, if any, for all incremental costs. The additional insured coverage for Transmission Provider shall be up to $500,000 per claimant, and $1,500,000 for all claims arising out of a single occurrence (or other amounts, if higher, consistent with the Interconnection Customer's policy and state law), without diminishing Interconnection Customer's ability to recover its own liabilities under the policy.

In the event that Interconnection Customer cannot obtain such insurance coverage for the Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees, or in the event that such coverage would be at an unacceptably high expense to Transmission Provider, then the Parties shall make good-faith efforts to negotiate mutually agreeable alternative arrangements.

Notwithstanding the foregoing, nothing herein shall prevent Transmission Provider and Interconnection Customer from agreeing to different insurance limits from those provided in this Appendix F-1. In such a case, the Parties shall set forth the mutually agreed-to insurance coverages in this Appendix F-1.

B. Indemnification. Subject to any applicable Minnesota law or statute limiting the indemnification obligations of Interconnection Customer to Transmission Provider, Interconnection Customer shall at all times indemnify, defend and hold harmless Transmission Provider, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, damages, losses and 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 Interconnection Customer's ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

Interconnection Customer's obligations to Transmission Provider under this paragraph shall be limited to $1,500,000 per occurrence.

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX G

SERVICE SCHEDULE
DISTRIBUTION SUBSTATION FACILITIES CHARGE RIDER
CITY OF KASOTA

1.0 Service.

This Service Schedule provides service where Transmission Provider provides the distribution substation and all required associated facilities at the Point of Interconnection to provide delivery at Interconnection Customer's primary distribution voltage. Transmission Provider shall furnish an adequate step-down substation to deliver Interconnection Customer's purchases of power and energy from the Point of Interconnection. This Service Schedule shall be effective for an initial period of ten years, if not then terminated in accordance with Section 3.01, it shall remain in full force and effect until so terminated.

2.0 Rates and Charges.

(a) Monthly Facilities Charge: Interconnection Customer shall pay Transmission Provider a monthly Facilities Charge in an initial amount of $406.00 commencing May 30, 1995. This Revision No. 2 of this Service Schedule reflects only the FERC accepted charges. Any future proposed revisions to this Service Schedule will be filed at the FERC along with the appropriate cost support.

(b) Notwithstanding Section 2.0(a) of this Service Schedule, in the event that additional investments are made by NSP to improve or expand Transmission Provider's Lake Emily Substation or the intermediary Transmission Provider distribution system, the Facilities Charge will be re-determined in proportion to the ratio of Interconnection Customer's peak load to the sum of the Parties' peak load.

3.0 Billing and Payment.

(a) Unless otherwise agreed, bills for services provided hereunder shall be rendered by the fifth working day of each month for services provided during the previous month. Interconnection Customer's payment to Transmission Provider shall be due, if by mail, at Transmission Provider's billing office, or if by wire transfer to a bank and account named by Transmission Provider, no later than 15 days following the date of such invoice.

(b) Late Payment Charge: Payments received after the due date shall be considered late and shall bear interest on the payment in accordance with Section 9.02.

4.0 List of Substation Facilities.

This Distribution Substation Facilities Charge allows Interconnection Customer to utilize the following Transmission Provider facilities:
Transmission Provider's 69-13.8 kV transformation facilities and 13.8 kV distribution line between NSP's Wilmarth and Lake Emily substations and the Interconnection Customer Distribution Point of Interconnection described in Appendix A.

Service Agreement for Transmission to Load Interconnection Service

Between

Northern States Power Company, a Minnesota corporation,

Northern States Power Company, a Wisconsin corporation

and

City of St. James, a Minnesota municipal corporation

Dated as of _October 30, 2015

VERSION 0.0.0.

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This TRANSMISSION TO LOAD INTERCONNECTION AGREEMENT ("Interconnection Agreement") is dated as of this 1st day of January, 2016, between City of St. James, a municipal corporation in the County of Watonwan, State of Minnesota, hereinafter called "Interconnection Customer", and Northern States Power Company, a Minnesota corporation ("NSPM") and Northern States Power Company, a Wisconsin corporation ("NSPW"), hereinafter jointly called "NSP" or "Transmission Provider". For purposes of this Interconnection Agreement, "Party" shall mean Interconnection Customer or Transmission Provider, and "Parties" shall mean Interconnection Customer and Transmission Provider.

RECITALS

0.01 **WHEREAS,** NSPM and NSPW are, *inter alia*, investor-owned electric utilities engaged in the business of generating, transmitting, distributing, and selling electric power and energy and related services in the States of Minnesota, North Dakota, South Dakota, Wisconsin and Michigan subject to, *inter alia*, the jurisdiction of the Federal Energy Regulatory Commission ("FERC"); and

0.02 **WHEREAS**, NSPM and NSPW operate an integrated electric transmission system ("NSP System" or "Transmission Provider's Transmission System") pursuant to the "Restated Agreement to Coordinate Planning and Operations and Interchange Power and Energy" between NSPM and NSPW ("Interchange Agreement"); and

0.03 **WHEREAS**, Transmission Provider has filed and the FERC has accepted the Xcel Energy Operating Companies Open Access Transmission Tariff ("Tariff"), as amended or supplemented from time to time, through which interconnection service to Interconnection Customer is to be provided; and

0.04 **WHEREAS,** Interconnection Customer is a municipal utility and owns and operates load serving electric distribution facilities in the State of Minnesota; and

0.05 **WHEREAS,** Interconnection Customer desires interconnection service at the Interconnection Customer's Interconnection Facilities; and

0.06 **WHEREAS**, the Parties agree to execute this Interconnection Agreement to provide the terms and conditions for interconnection of Interconnection Customer's facilities with Transmission Provider's electrical system and to define the continuing rights, responsibilities, and obligations of the Parties with respect to the use of certain of their own and the other Party's property, assets, and facilities; and

0.07 **WHEREAS**, the Parties desire to avail themselves of mutual benefits of coordinating the development and operations of their respective systems with respect to the Interconnection Facilities.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Rules of Construction

Capitalized terms used in this Interconnection Agreement shall have the meanings set forth above, in this Article I, or as set forth in the Tariff, whether in the singular or the plural or in the present or past tense. Other terms used in this Interconnection Agreement but not so defined shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined herein that have well-known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

Section 1.02 Good Faith and Fair Dealing

The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Interconnection Agreement. Unless expressly provided otherwise in this Interconnection Agreement or in the Tariff, (a) where the consent, approval, or similar action is required by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed; and (b) wherever a Party has the right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

Section 1.03 General Provisions

The Parties recognize and agree that this Interconnection Agreement is entered into pursuant to and in accordance with NSP's obligations as a Transmission Provider under the Tariff and that NSP is acting in such capacity in entering into this Interconnection Agreement.

(a) In the event Interconnection Customer enters into any agreements with NSP or an Affiliate that are not in NSP's capacity as a Transmission Provider under the Tariff (*e.g.*, power purchase or retail service agreements), the Parties acknowledge and agree that such agreements shall be deemed to be separate and free-standing contracts that do not alter the terms of this Interconnection Agreement except to the extent specified therein.

(b) This Interconnection Agreement shall not be construed to create any rights between Interconnection Customer and Transmission Provider for any purpose other than providing Interconnection Service for the facilities described herein. Specifically, this Interconnection Agreement does not provide Interconnection Customer with any transmission, ancillary or other services under the Tariff.

(c) This Interconnection Agreement shall apply to interconnections of load and distribution systems, including, as applicable, generation resources (i) used to serve load which are interconnected to Interconnection Customer's distribution facilities and (ii) located on Interconnection Customer's side of the Point of Interconnection to the Transmission Provider's Transmission System. This Interconnection Agreement shall not apply to interconnections which materially support the transmission of electricity across Transmission Provider's Transmission System. The determination of whether this Interconnection Agreement applies to an interconnection request shall be made by

Transmission Provider, in its sole reasonable discretion, on a comparable and non-discriminatory basis in accordance with Good Utility Practice.

(d) Except to the extent precluded by an Emergency, Force Majeure, Forced Outage or compliance with Applicable Law (including for the avoidance of doubt those necessary to comply with Reliability Standards), Transmission Provider shall reasonably consult with Interconnection Customer, and as appropriate negotiate an amendment to this Agreement, whenever (i) Transmission Provider requires Interconnection Customer to add, modify or improve its facilities that are the subject of this Interconnection Agreement; or (ii) Transmission Provider requires Interconnection Customer to change its operation standards or practices, or operation of facilities that are the subject of this Interconnection Agreement, including curtailment procedures or practices. The requirements set forth in (i) and (ii) in the preceding sentence shall be applied on a comparable, just and reasonable and non-discriminatory basis in accordance with Good Utility Practice, as applicable, and Attachment U-1, as applicable.

(e) Any costs allocated to Interconnection Customer by Transmission Provider under this Agreement shall be in accordance with Attachment U-1 of the Tariff.

Section 1.04 Definitions

"Affiliate" shall have the meaning set forth in Section 1.1 of the Tariff.

"Applicable Law" 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 a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

"Attachment U-1" shall mean the Attachment to the Tariff known as the "Cost Allocation Procedures for Load Interconnections" or "Cost Allocation Procedures" which provides the interconnection request procedures and cost allocation methodology and standards applicable to this Interconnection Agreement.

"Balancing Area" shall mean an electric power system or combination of electric power systems bounded by interconnection metering and telemetering to which a common generation control scheme is applied in order to: (a) match the power output of generation resources within the electric power system(s) and energy delivered from or to entities outside the electric power system(s), with the load within the electric power system(s); (b) maintain scheduled interchange with other Balancing Areas, within the limits of Good Utility Practice; and (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of the NERC and the MRO.

"Balancing Area Operator" shall mean the entity with responsibility for operating and controlling generation and loads affecting Transmission Provider's transmission system. The Balancing Area Operator for the NSP System is the Midwest ISO, or its successor.

"Current Transformer" or "CT" shall mean a current transformer intended for metering, protective, or control purposes and designed to have its primary winding connected in series with a circuit carrying the current to be measured or controlled. A current transformer normally reduces current magnitudes to levels which can be handled by control, protection, and metering equipment.

"Effective Date" shall have the meaning set forth in Section 3.01.

"Emergency" shall mean a condition or situation that in the reasonable good faith determination of the affected Party based on Good Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property or the environment.

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission, or its successor.

"Financing Party" shall have the meaning set forth in Section 15.01(c).

"Force Majeure" shall have the meaning set forth in Section 10.1 of the Tariff.

"Forced Outage" shall mean in the case of Interconnection Customer's distribution system, taking the distribution system, in whole or in part, out of service by reason of an Emergency or Network Security condition, unanticipated failure or other cause beyond the reasonable control of Interconnection Customer, when such removal from service was not scheduled in accordance with Section 5.02; and, in the case of Transmission Provider taking its transmission system, in whole or in part, out of service by reason of an Emergency or Network Security Condition, unanticipated failure, or other cause beyond the reasonable control of NSP when such removal from service was not scheduled in accordance with Section 5.02.

"Good Utility Practice" shall have the meaning set forth in Article 1 of the Tariff.

"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 that 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 or any Affiliate thereof.

"Indemnified Party" shall have the meaning set forth in Section 14.02.

"Indemnifying Party" shall have the meaning set forth in Section 14.02.

"Initial Period" shall have the meaning set forth in Section 3.01.

"Interconnection Customer Interconnection Facilities" shall mean the equipment owned by Interconnection Customer for purposes of interconnecting to the Transmission Provider Interconnection Facilities, including but not limited to the substation, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment and any replacement or additional equipment that Interconnection Customer may install due to equipment failure or to meet changed industry standards and all related instrument transformers, substation and physical structures, all transmission facilities required to access the Point of Interconnection, and Interconnection Customer's metering, relays, electric energy collection network, and generation control equipment. The Interconnection Customer Interconnection Facilities are identified and described in Appendix A.

"Interconnection Facilities" shall mean the Interconnection Customer Interconnection Facilities and Transmission Provider Interconnection Facilities, collectively, as described in Appendix A.

"Interconnection Guidelines" shall mean *Xcel Energy's Interconnection Guidelines For Transmission Interconnected Customer Loads*, as they may be revised from time to time by Transmission

Provider and posted on Transmission Provider's website (www.xcelenergy.com), the provisions of which shall apply to the Parties as set forth in this Interconnection Agreement.

"Interconnection Service" shall mean the service Transmission Provider will provide to Interconnection Customer to interconnect the Interconnection Customer Interconnection Facilities to the Transmission Provider's electric system (such facilities being described more fully in Appendix A), and the ongoing operations and maintenance of such facilities.

"Local Balancing Area Operator" or "LBA" shall mean the entity with responsibility for operating and controlling local generation and loads affecting Transmission Provider's transmission system, subject to the authority of the Balancing Area Operator. The Local Balancing Area Operator is the NSP Control Center or its successor.

"Meter Data Management Agent" or "MDMA" shall mean the entity designated by the Interconnection Customer through the execution of any necessary agreements to do so that provides meter data to the Transmission Provider and/or to MISO (as "Transmission Provider" as that term is defined in the MISO Tariff), whichever is applicable.

"Metering Device(s)" shall mean all meters, current and potential transformers, RTU, and data processing equipment used to measure, record, or transmit data relating to the electric power and energy output from, or input to, the Interconnection Customer, as identified in Appendix A. The Metering Point shall be separately identified from the Point of Interconnection.

"MISO" or "Midwest ISO" shall mean the Midwest Independent Transmission System Operator, Inc. or its successor organization.

"MISO Tariff" shall mean MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff in effect from time to time, as accepted for filing by FERC.

"MRO" shall mean the Midwest Reliability Organization, Inc., or its successor organization.

"NERC" shall mean the North American Electric Reliability Corporation, or its successor organization.

"Network Security" shall mean the ability of the NSP System to withstand sudden disturbances such as unforeseen conditions, electric short circuits or unanticipated loss of system elements.

"Network Upgrade" shall mean the additions, modifications, and upgrades to the NSP System at or beyond the Point of Interconnection.

"NSP Control Center" or "NSPCC" shall mean the NSP Transmission Control Center(s), as identified in Appendix B, responsible for operation of the NSP System, including the Transmission Provider Interconnection Facilities.

"Other Party Group" shall have the meaning set forth in Section 13.01(e).

"Planned Outage" shall mean action by (a) Interconnection Customer to take its equipment, facilities or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02; or (b) Transmission Provider to take its equipment, facilities and systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02.

"Point of Interconnection" shall mean the physical point or points at which the Interconnection Customer Interconnection Facilities interconnect with the Transmission Provider Interconnection Facilities, as depicted in Appendix A.

"Reasonable Efforts" shall mean, with respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

"Reliability Standards" shall mean mandatory reliability standards adopted by NERC or MRO and approved by FERC, as amended from time to time, applicable to the facilities owned, and/or operated by Interconnection Customer and Transmission Provider, respectively.

"Remote Terminal Unit" or "RTU" shall mean a device installed at a substation or generation facility, and at the NSPCC, and is used to provide communication for remote control and indication of substation or generation facility equipment from the NSPCC.

"SCADA" shall have the meaning set forth in Section 4.09.

"State Regulatory Commission" shall mean the state regulatory agency with jurisdiction over (a) the retail electric rates and tariffs of NSPM or NSPW where the Point of Interconnection is located, and (b) determination of need or siting for new transmission facilities.

"System Protection Facilities" shall mean the equipment required to protect (a) the Transmission Provider's electric system, the systems of others directly or indirectly interconnected with the Transmission Provider's electric system, and the Transmission Provider's customers from faults occurring on the Interconnection Customer's side of the Point of Interconnection; and (b) Interconnection Customer from faults occurring on the Transmission Provider's electric system or on the systems of others to which the Transmission Provider's electric system is directly or indirectly interconnected.

"Tariff" or "OATT" shall mean the Xcel Energy Operating Companies Open Access Transmission Tariff on file with FERC, as amended from time to time.

"Term" shall mean the period of time during which this Interconnection Agreement shall remain in force and effect.

"TOA" or "Transmission Owners Agreement" shall mean the Agreement of Transmission Facilities Owner to Organize the Midwest Independent Transmission System Operator, Inc. accepted by FERC Order dated September 16, 1998, as amended from time to time and accepted for filing by FERC.

"Transmission Provider Interconnection Facilities" shall mean those facilities owned by the Transmission Provider necessary to establish a physical interconnection between Transmission Provider's existing electric system and the Interconnection Customer Interconnection Facilities at the Point of Interconnection, including but not limited to switches, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment, and any replacement or additional equipment that Transmission Provider may install due to equipment failure or to meet changed industry standards. The Transmission Provider Interconnection Facilities are identified and described in Appendix A. The Transmission Provider Interconnection Facilities shall not include Network Upgrades.

"Voltage Transformer" or "VT" shall mean a transformer intended for metering, protective, or control purposes and designed to have its primary winding connected either between the primary conductors to be measured or between a conductor and ground. A voltage transformer normally reduces

voltage magnitudes to levels which can be handled by control, protection, and metering equipment. The historic term for a VT is potential transformer.

ARTICLE II
SCOPE

Section 2.01 Scope of Interconnection Agreement

(a) General. Transmission Provider shall provide Interconnection Service to Interconnection Customer as provided herein. This Agreement supersedes any prior interconnection agreement(s) between the Parties through which the Interconnection Customer's Interconnection Facilities were interconnected to Transmission Provider's electrical system. However, unless listed, any other agreements or schedules under which services are or may be provided shall remain in force. Specifically, this Interconnection Agreement supersedes the following agreement(s) as of the Effective Date: Revised and Restated Municipal Transmission Service Agreement, Revision 2 accepted for filing effective December 17, 2014 in FERC Docket No. ER15-205-000 et al.

(b) Limited Scope of Interconnection Agreement. This Interconnection Agreement sets forth the terms and conditions of Interconnection Service provided by Transmission Provider to Interconnection Customer. Although the Transmission Provider intends this Interconnection Agreement to be a service agreement under the Tariff, the establishment of Interconnection Service under this Interconnection Agreement does not in itself entitle Interconnection Customer to receive any services under the Tariff other than the Interconnection Service, as provided for herein. Any other services that Interconnection Customer may require, such as transmission service, must be separately arranged under the Tariff or MISO Tariff in accordance with the terms and conditions of such tariff, and paid for by Interconnection Customer or other user of such services.

(c) Other Arrangements. Interconnection Customer is responsible for making arrangements for the power supply of its load requirements and delivery of capacity and energy to its system. The establishment of an interconnection under this Interconnection Agreement does not in itself entitle Interconnection Customer to obtain any services from the Transmission Provider that may be subject to the jurisdiction of FERC, or the State Regulatory Commission; Interconnection Customer must arrange for any such services in accordance with the applicable provider's tariff or service requirements.

Section 2.02 Facilities Served. The scope of the Interconnection Service provided hereunder is based on Interconnection Customer's description of its facilities (including the Interconnection Customer Interconnection Facilities), and Transmission Provider's description of its facilities (including the Transmission Provider Interconnection Facilities), as set forth in Appendix A.

ARTICLE III
TERMS AND TERMINATION

Section 3.01 Term. This Interconnection Agreement shall become effective on the first day of the first month after being executed by the Parties, unless the Parties shall provide otherwise, or if filed unexecuted, upon the date specified by FERC ("Effective Date"). Unless terminated earlier in accordance with Section 3.02 below, this Interconnection Agreement shall remain in effect for an initial period of three (3) years from the Effective Date ("Initial Period"), and from year to year

thereafter, but shall be subject to termination by either Party at the end of the Initial Period or on any anniversary date thereof by such Party giving written notice of its intention to terminate not less than twelve (12) months prior to the end of the Initial Period and/or anniversary date.

In the event either Party provides notice of termination of this Interconnection Agreement under this Section 3.01, and Interconnection Customer still requires interconnection service to serve loads on its distribution system, the Parties shall use commercially Reasonable Efforts to negotiate a replacement interconnection agreement. If Interconnection Customer no longer requires interconnection service, upon termination of this Interconnection Agreement, Transmission Provider may, at its sole discretion and at Interconnection Customer's expense, permanently disconnect or remove the Transmission Provider Interconnection Facilities, provided such expense is just and reasonable and not unduly discriminatory.

Section 3.02 Early Termination. Notwithstanding the term specified in Section 3.01, this Interconnection Agreement may be terminated early in the following circumstances: (a) by mutual agreement among the Parties; or (b) by either Party in the event of any material breach of this Interconnection Agreement by the other Party, provided, such termination shall be subject to FERC approval as set forth in Section 15.03 of this Interconnection Agreement.

The Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising out of an early termination under this Section 3.02. In the event of a Dispute regarding the early termination fee, either Party may request dispute resolution pursuant to the procedures in Article XVI.

Section 3.03 Survival. Certain provisions of this Interconnection Agreement shall continue in effect after termination of this Interconnection Agreement to give full effect to its terms. Such provisions include, but are not necessarily limited to, those relating to early termination, Interconnection Customer's payment for installation, operation, and maintenance of the Interconnection Customer's Interconnection Facilities, and, as applicable, to provide for disconnection of the Interconnection Customer's Interconnection Facilities from Transmission Provider's electric system, final billings and adjustments related to the period prior to termination, a Party's right to terminate, indemnification, and payment of any money due and owing to either Party pursuant to this Interconnection Agreement.

ARTICLE IV
OWNERSHIP, CONSTRUCTION, OPERATION AND MAINTENANCE

Section 4.01 Summary Description. Appendix A, which is attached hereto and made a part hereof, provides a description of Interconnection Customer's electrical facilities and distribution system, including the Interconnection Customer Interconnection Facilities, Transmission Provider's electrical facilities and transmission system, including the Transmission Provider Interconnection Facilities, and the Point of Interconnection.

Section 4.02 Interconnection Customer Interconnection Facilities and System Protection Facilities. Interconnection Customer shall at Interconnection Customer's sole expense design, construct, operate, maintain and own in accordance with applicable laws, rules and regulations, the Tariff, and Good Utility Practice, the Interconnection Customer Interconnection Facilities as described in Appendix A. Further Interconnection Customer shall operate the Interconnection Customer Interconnection Facilities in a manner that protects the Transmission Provider's electric system and the Transmission Provider Interconnection Facilities from transients, faults, and other operating contingencies occurring at or caused by the Interconnection Customer.

Design and specification of System Protection Facilities including, protective relaying, alarming, fault recording, control, dVAR controller, metering, and related systems for substations, high voltage switch gear and transformers shall be subject to the Transmission Provider's review and approval, which approval shall not be unreasonably withheld or delayed. All System Protection Facilities must be in compliance with applicable laws, rules and regulations, Good Utility Practice and the requirements set forth in this Interconnection Agreement.

Interconnection Customer may be required to install, operate and maintain facilities and equipment required for Transmission Provider to comply with applicable frequency-based, voltage-based and manual load shedding obligations established by Reliability Standards or the Balancing Area Operator. Transmission Provider shall require Interconnection Customer to install such facilities or equipment only to the extent it imposes comparable obligations on Transmission Provider's native load customers.

Section 4.03 Transmission Provider Interconnection Facilities. Transmission Provider shall design, construct, operate, maintain, and own in accordance with applicable laws, rules and regulations, the Tariff, Good Utility Practice and the Interconnection Guidelines, the Transmission Provider Interconnection Facilities shown on Appendix A, and shall operate such facilities in a manner that protects the Interconnection Customer's electric system, including the Interconnection Customer Interconnection Facilities, from transients, faults, and other operating contingencies. The costs associated with Transmission Provider's Interconnection Facilities required to provide service to Interconnection Customer may be allocated to Interconnection Customer in accordance with Attachment U-1 to the Tariff.

Transmission Provider represents that to the best of its knowledge, the Interconnection Facilities, as of the Effective Date and described in Appendix A, are sufficient to permit interconnection of the Interconnection Customer Interconnection Facilities with the Transmission Provider Interconnection Facilities without additional equipment and in accordance with applicable Tariff interconnection requirements. Further Transmission Provider will support the design and adequacy of the Interconnection Facilities as described in Appendix A before any regulatory body having approval authority over the Interconnection Facilities.

Section 4.04 Network Upgrades. Transmission Provider shall plan, design, procure, construct, own, operate and maintain any Network Upgrades determined to be needed by Transmission Provider in accordance with Good Utility Practice, the Tariff and this Interconnection Agreement. The costs associated with Network Upgrades required to provide service to Interconnection Customer may be allocated to Interconnection Customer in accordance with Attachment U-1 to the Tariff.

Section 4.05 Modifications to Interconnection Facilities.

(a) Either Party may undertake modifications to its respective Interconnection Facilities which shall be designed, constructed and operated in accordance with this Interconnection Agreement and Good Utility Practice; provided however, if (1) Interconnection Customer proposes (i) to make any change or modification to the configuration or operation of the Interconnection Customer Interconnection Facilities which may impact Transmission Provider's Transmission System, including the Transmission Provider Interconnection Facilities, (ii) to add a new Point of Interconnection, or (iii) to eliminate a Point of Interconnection (except when this Interconnection Agreement is terminated); or (2)

Transmission Provider proposes to make any change or modification to the configuration or operation of the Transmission Provider Interconnection Facilities which may impact the Interconnection Customer Interconnection Facilities, (i) the Party proposing the change shall provide sufficient notice and information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to the commencement of any work, and (ii) the Parties shall negotiate, in good faith, an amendment to this Interconnection Agreement as may be necessary to address the proposed change.

(1) Information provided under Section 4.05(a) may be designated by a Party to be Confidential Information hereunder, including, but not be limited to, information concerning the timing of such modification and how such modifications are expected to impact the other Party's system. Unless a shorter period of time is appropriate for a Party to respond to an Emergency, or comply with Reliability Standards or Applicable Law, the Party desiring to perform such work shall provide the relevant drawings, plans and specifications to the other Party at least ninety (90) 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.

(2) In the event the Parties are unable to agree to appropriate amendments or modifications to this Interconnection Agreement pursuant to Section 4.05(a), the Transmission Provider will unilaterally file, on a timely basis, with FERC an amendment to this Interconnection Agreement.

(3) The Parties' agreement to add a new Point of Interconnection shall be documented pursuant to Appendix C and Appendix E. The Parties' agreement to modify or remove a Point of Interconnection shall be documented pursuant to Appendix D and Appendix E; provided however, such documentation for removal of a Point of Interconnection is not necessary when this Interconnection Agreement is terminated pursuant to Section 3.02 or Article XV.

(b) To the extent Interconnection Customer is the Party modifying its interconnection facilities, Interconnection Customer shall be responsible for the costs of any additions, modifications or replacements that may be necessary to maintain or upgrade the Interconnection Customer Interconnection Facilities consistent with applicable laws, rules and regulations, the Tariff, Good Utility Practice, and the Interconnection Guidelines. Interconnection Customer shall own any modifications to the Interconnection Customer Interconnection Facilities.

(c) In the event the Transmission Provider designs and constructs new or additional Transmission Provider Interconnection Facilities or upgrades, improvements or other modifications to existing Transmission Provider Interconnection Facilities that result in those facilities qualifying as Network Upgrades (such facilities shall be treated as Network Upgrades for purposes of cost assignment), then Interconnection Customer shall not be responsible for the cost of such facilities or modifications.

Section 4.06 Ownership of Transmission Provider Interconnection Facilities and Network Upgrades. As a general rule, Transmission Provider shall own, design, construct, operate and maintain the Transmission Provider Interconnection Facilities and Network Upgrades, including facilities that are the subject of Sections 4.03 through 4.07. The Parties acknowledge and agree that there may be circumstances where alternative ownership arrangements for such facilities

(*e.g.*, ownership by the Interconnection Customer) may be warranted if mutually agreed and in accordance with Good Utility Practice, just and reasonable, and not unduly discriminatory or preferential. To determine the appropriateness of using an alternative ownership arrangement, the Parties may consider factors such as: (i) state and federal legal requirements, including applicable rights of first refusal; (ii) achieving the lowest reasonable cost; (iii) the effect of tax liabilities and payment of such liabilities; (iv) the relationship of the Transmission Provider Interconnection Facilities and/or Network Upgrades to other facilities owned by the Transmission Provider or Interconnection Customer; (v) the ability of the Transmission Provider or Interconnection Customer to own, operate and maintain the Transmission Provider Interconnection Facilities and/or Network Upgrades in accordance with Applicable Law and Reliability Standards; (vi) the purpose of the Transmission Provider Interconnection Facilities and/or Network Upgrades with consideration to who will benefit from such facilities; and (vii) whether the Party possesses adequate insurance to hold harmless the other Party and any third party from any claim, penalty, damage, liability or injury associated with such facilities. Should the Parties disagree on entering into an alternative ownership arrangement, and/or the terms and conditions of the alternative ownership arrangement, either Party shall have the right to unilaterally make applications to FERC under the Federal Power Act to seek resolution of such disagreement.

Alternative ownership and other arrangements may be provided for in the Interconnection Agreement or Appendix C or Appendix D supplemental agreement. Nothing herein shall waive Parties' rights or entitlements under Applicable Law.

Section 4.07 Construction. The Parties agree construction-related activities shall not commence until (1) the conditions set forth in Section 4.05 and/or Attachment U-1 have been satisfied, (2) all necessary federal, state, local and regulatory permits, permissions or approvals have been obtained, and (3) the Parties have agreed to a final construction schedule.

Section 4.08 Reliability Standards. Interconnection Customer shall be responsible for compliance with all Reliability Standards applicable to Interconnection Customer's electrical system; and Transmission Provider shall be responsible for compliance with all Reliability Standards applicable to its transmission system. Each Party shall be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

Section 4.09 Interconnection Guidelines. The Interconnection Guidelines provide additional and more detailed standards for designing, testing, studying, constructing, operating, maintaining and interconnecting at the Point of Interconnection. Transmission Provider shall develop or promulgate the Interconnection Guidelines, including any updates, changes or modifications thereto, in accordance with Good Utility Practice. The Interconnection Guidelines include, among other things, power factor requirements, supervisory control and data acquisition ("SCADA") equipment requirements, and metering requirements.

Interconnection Customer will comply with the Interconnection Guidelines, as appropriate, for (i) any new point(s) of interconnection requested by Interconnection Customer on or after the Effective Date; (ii) any existing point(s) of interconnection materially modified after the Effective Date; and (iii) if the MISO market registration is changed; provided, however, Interconnection Customer is not required to comply with

the Interconnection Guidelines for any Point(s) of Interconnection established pursuant to a prior interconnection agreement among the Parties, where no material modification was needed to the Point of Interconnection as a result of entering into this Agreement. After consultation with Interconnection Customer pursuant to Section 1.03(d), Transmission Provider will determine if there has been a material modification and such determination shall be done so in accordance with Good Utility Practice, and on a comparable, non-discriminatory basis Except when Interconnection Customer is excused from complying with the Interconnection Guidelines, failure by Transmission Provider or Interconnection Customer to fulfill its obligations under the Interconnection Guidelines may be a material breach of this Interconnection Agreement.

Should a conflict develop between the Interconnection Guidelines and FERC rules, the Tariff or applicable Reliability Standards, the Parties agree to abide by the FERC rules, Tariff or Reliability Standards until Transmission Provider modifies the Interconnection Guidelines to remove such conflict. The Parties shall use the Dispute Resolution procedures set forth in Article XVI to resolve any disagreements regarding the interpretation, application or implementation of the Interconnection Guidelines.

Section 4.10 Power Factor. Unless prevented by circumstances beyond Interconnection Customer's control, including Forced Outages, Interconnection Customer shall have sufficient power factor control equipment (such as capacitors) installed to maintain at minimum a 95-percent lagging or leading power factor at the Point of Interconnection for those loads greater than 1 MW. Interconnection Customer shall maintain the aforesaid requirement during peak load periods and avoid leading power factor during light load conditions. Over time, it is the intention of the Parties that Interconnection Customer and Transmission Provider's load serving function will improve their respective power factor to a 98-percent lagging to leading power factor for those aggregated loads greater than 5 MWs. The power factor will be determined based on the MWh and MVARh flows during the monthly peak hour interval measured at each point of metering as follows: Power Factor = MWh/sqrt(MWh^2 + MVARh^2). With mutual agreement, reactive power support may be considered at an adjacent point of interconnection provided the substation is in electrically close proximity, in which case, the MWh and MVARh flows for each transformer may be combined for the purposes of compliance with this Section 4.10.

In the event Interconnection Customer has an aggregated load of over 1 MW but does not have sufficient power factor control equipment (such as capacitors) installed, to maintain at a minimum a 95-percent lagging or leading power factor at the Point of Interconnection, Interconnection Customer within thirty (30) days after written notice from Transmission Provider of such deficiency shall correct the deficiency or provide Transmission Provider with a written commitment to correct the deficiency. In the event Interconnection Customer makes a written commitment to add power factor control equipment (such as capacitors), Interconnection Customer shall exert commercially reasonable efforts to expeditiously bring such equipment into service and to complete installation within one (1) year from the initial notice or within such other time established by mutual agreement between the Parties. If the additional capacitors are not installed within the allowed time and Transmission Provider installs or has installed power factor control equipment on the Transmission System, Transmission Provider may bill Interconnection Customer a facilities fee based upon Transmission Provider's capital installation cost of an equivalent amount of power factor control equipment.

Section 4.11 Meter Data Management. Interconnection Customer shall have the right to select any entity, including itself, to be the MDMA that provides meter data to MISO; provided, however, that such entity has the necessary and appropriate qualifications to be an MDMA and provide meter data to MISO. Should the Parties mutually agree that Transmission Provider shall serve as the MDMA for Interconnection Customer, the rate for MDMA services shall be as set forth in the Tariff.

Section 4.12 Access. Appropriate representatives of each Party shall at all reasonable times; including weekends and nights, and with three (3) business days prior notice, have access to the other Party's facilities, to take readings and to perform all inspections, maintenance, service, and operational reviews as may be appropriate or necessary to facilitate the performance of this Interconnection Agreement. While on the other Party's premises, each Party's representatives shall announce their presence and observe such safety precautions as may be required and shall conduct themselves in a manner that will not interfere with the other Party's operations.

Section 4.13 Right of Installation. Each Party will make available suitable space for installation by the other Party of necessary equipment, apparatus and devices required for the performance of this Interconnection Agreement.

Section 4.14 Right of Removal. Any and all equipment, apparatus and devices caused to be placed or installed by one Party on, or in, the premises of the other Party shall be and remain the property of the Party owning such equipment, apparatus and devices regardless of the mode or manner of annexation or attachment to the premises. All foundations for all equipment shall be removed completely from the premises or to a lesser degree if an agreement for the lesser degree is reached between the Parties at the time. Notwithstanding the forgoing, in lieu of removal, the Parties reserve the right to sell any and all equipment, apparatus and devices that are attached to the premises. Once the aforesaid equipment is removed, the Parties will update Appendix A to reflect the removal.

Section 4.15 Transfer of Control or Sale of Facilities. In any sale or transfer of control of the Interconnection Customer's Interconnection Facilities, Interconnection Customer shall as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the obligations of Interconnection Customer with respect to this Interconnection Agreement or to enter into an agreement with Transmission Provider imposing on the acquiring party or transferee the same obligations applicable to Interconnection Customer pursuant to this Section 4.15.

ARTICLE V
OUTAGES AND COORDINATION

Section 5.01 Disconnection.

(a) Except when there is an Emergency, Forced Outage, Force Majeure and/or to comply with Applicable Law, including Reliability Standards, the Parties shall reasonably consult each other prior to disconnecting facilities.

(b) If at any time, the Transmission Provider observes any protective equipment which appears to have been changed other than pursuant to Section 4.05 and/or Attachment U-1, or failed, Transmission Provider shall have the right, if Transmission Provider determines that such change may have a material adverse impact on the safety or reliability of Transmission Provider's electric

system consistent with Good Utility Practice, to disconnect Interconnection Customer's electric system from Transmission Provider's electric system, provided Transmission Provider first provides commercially reasonable notice to Interconnection Customer. Transmission Provider may require, at Interconnection Customer's expense (subject to Attachment U-1), a new calibration and activation test of Interconnection Customer's protective equipment after such equipment has been corrected or repaired.

Section 5.02 Outages. In accordance with Good Utility Practice, each Party may, in close cooperation with the other, remove from service its system elements that may impact the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good-faith efforts to schedule such removal on a date mutually acceptable to both Parties, in accordance with Good Utility Practice.

In the event of a Forced Outage of a system element of the Interconnection Customer's electric system adversely affecting the Transmission Provider's facilities or electric system, Interconnection Customer will use Good Utility Practice to promptly restore that system element to service. In the event of a Forced Outage of a system element of the Transmission Provider's electric system adversely affecting the Interconnection Customer's facilities or electric system, the Transmission Provider will use Good Utility Practice to promptly restore that system element to service.

In the event of a Planned Outage of a system element of Interconnection Customer's electric system adversely affecting Transmission Provider's facilities or electric system, Interconnection Customer will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the planned outage. In the event of a Planned Outage of a system element of the Transmission Provider's electric system adversely affecting Interconnection Customer's facilities or electric system, Transmission Provider will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the planned outage.

Section 5.03 Outage Reporting. The Parties shall comply with all current Transmission Provider, and MISO reporting requirements, as they may be revised from time to time, and as they apply to the Interconnection Customer or Transmission Provider. When a Forced Outage occurs that affects the Interconnection Customer Interconnection Facilities or impacts Interconnection Customer's electrical system such that there is an adverse impact to the Point of Interconnection, Interconnection Customer shall notify the NSP Control Center of the existence, nature, and expected duration of the Forced Outage as soon as practical, but in no event later than one (1) hour after the Forced Outage occurs. Interconnection Customer shall immediately inform the NSP Control Center of changes in the expected duration of the Forced Outage unless relieved of this obligation by the NSP Control Center for the duration of each Forced Outage. When a Forced Outage occurs that affects the Transmission Provider Interconnection Facilities or impacts Transmission Provider's transmission system such that there is an adverse impact to the Point of Interconnection, Transmission Provider shall notify Interconnection Customer of the existence, nature, and expected duration of the Forced Outage as soon as practical.

Section 5.04 Switching and Tagging Rules. The Parties shall abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations on equipment. Transmission Provider shall notify Interconnection Customer of Transmission Provider's switching and tagging rules, and provide periodic updates of such rules as they may change from time to

time. Interconnection Customer shall establish switching and tagging rules for Interconnection Customer Interconnection Facilities, and shall provide such rules to the Transmission Provider.

Section 5.05 Coordination. If a Party's interconnection facilities are subject to MISO's functional control, the Parties will coordinate with the applicable functional directives from MISO. In all other circumstances:

(a) Electrical system operation shall be coordinated between Interconnection Customer and Transmission Provider, including the coordination of equipment outages, voltage levels, real and reactive power flow monitoring, and switching operations, which affect the Balancing Area or LBA, as required by the Tariff and this Interconnection Agreement.

(b) If either Interconnection Customer or Transmission Provider operations are causing a condition on the interconnected electrical network where line loadings, equipment loadings, voltage levels or reactive flow significantly deviate from normal operating limits or can be expected to exceed emergency limits following a contingency, and reliability of the bulk power supply is threatened, the LBA, or Transmission Provider shall take immediate steps and make Reasonable Efforts to relieve, correct or control the condition. These steps include notifying other affected electric utility systems and MISO, as applicable, adjusting generation, changing schedules between Balancing Areas, initiating load relief measures, and taking such other reasonable action as may be required. Electrical equipment is to be operated within its normal rating established by the owning Party except for temporary conditions after a contingency has occurred.

(c) If either Interconnection Customer or Transmission Provider changes the normal operation of its system at a Point of Interconnection, the Parties shall consider any resulting benefits or adverse impacts to the reliability or transfer capability of the interconnected network for purposes of determining any applicable adjustments to the Parties' respective system usage rights and responsibilities.

(d) The Parties shall cooperate to supply, as applicable, MISO required information, including but not limited to, calculation of available flowgate or transmission capacity determination and for security constrained economic dispatching purposes.

(e) Each Party shall notify the other as soon as practicable whenever:

(1) Problems with a Point of Interconnection are detected that could result in mis-operation of interconnection protection or other interconnection equipment;

(2) The interconnection is opened by protective relay action;

(3) Interconnection equipment problems occur and result in an outage to a portion of Transmission Provider's electric system;

(4) A Party intends to initiate switching to close the interconnection; or,

(5) A Party intends to initiate switching to open the interconnection.

Section 5.06 Emergency. In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

(a) In the event Interconnection Customer has identified an Emergency involving the Transmission Provider Interconnection Facilities, Interconnection Customer shall obtain the consent of Transmission Provider personnel prior to manually performing any switching operations unless immediate action is essential to protecting the safety of individuals or against extreme damage to property.

(b) Transmission Provider may, consistent with Good Utility Practice, take whatever actions or inactions the Transmission Provider deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Transmission Provider's electric system, including the Transmission Provider Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Interconnection Customer Interconnection Facilities.

(c) Interconnection Customer may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the Interconnection Customer Interconnection Facilities Interconnection Customer deems necessary during an Emergency in order to: (1) preserve public health and safety; (2) preserve the reliability of the Interconnection Customer Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on Transmission Provider's electric system.

(d) Transmission Provider shall provide Interconnection Customer with prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect Interconnection Customer's operations, to the extent the Transmission Provider is aware of the Emergency. Interconnection Customer shall provide the Transmission Provider with prompt oral or electronic notification under the circumstances of an Emergency which may reasonably be expected to affect the Transmission Provider's electric system, to the extent Interconnection Customer is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such oral or electronic notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.

(e) To the extent a system Emergency exists on Transmission Provider transmission system, and Transmission Provider, Balancing Area Operator, or Reliability Coordinator determines it is necessary for the Transmission Provider and Interconnection Customer to shed load, the Parties shall shed load in accordance with the Tariff.

ARTICLE VI
SAFETY

Section 6.01 Safety Standards. The Parties agree that all work performed under this Interconnection Agreement shall be performed in accordance with all applicable laws, regulations, rules, standards, practices and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's premises, the Party performing work shall also abide by the safety, or other access rules applicable to those premises.

Each Party shall be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

ARTICLE VII
ENVIRONMENTAL CONSIDERATIONS

Section 7.01 Environmental Considerations. Each Party will remain responsible for compliance with any and all environmental laws applicable to its own respective property, facilities, and operations. Each Party shall promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party and shall promptly furnish to the other Party copies of any reports filed with any governmental agencies addressing such events.

The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party shall be responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by environmental laws. Advance written notification (except in emergency situations, in which verbal, followed by written notification, shall be provided as soon as practicable) shall be provided by any Party performing any remediation or abatement activity on the property or facilities of the other Party, or which may adversely impact the property, facilities, or operations of, the other Party. Except in an Emergency, such remediation or abatement activity shall be performed only with the consent of the Party owning the affected property or facilities. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports or filings required by law or regulation.

ARTICLE VIII
FORCE MAJEURE

Section 8.01 Effect of Declaring Force Majeure. Except for the obligation to make any payments under this Interconnection Agreement, neither Party shall be considered to be in default or breach of this Interconnection Agreement or liable in damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Interconnection Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, neither Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Interconnection Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party's delay or failure to perform or carry out its duties and obligations under this Interconnection Agreement.

Section 8.02 Procedures for Declaring Force Majeure. A Party claiming Force Majeure must:

(a) Give written notice to the other Party of the occurrence of a Force Majeure as soon as practicable;

(b) Use Reasonable Efforts to resume performance or the provision of service hereunder as soon as practicable;

(c) Take all commercially reasonable actions to correct or cure the Force Majeure;

(d) Exercise all Reasonable Efforts to mitigate or limit damages to the other Party; except that neither party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and

(e) Provide written notice to the non-declaring Party, as soon as practicable, of the cessation of the adverse effect of the Force Majeure on its ability to perform its obligations under this Interconnection Agreement.

ARTICLE IX
BILLING AND PAYMENT

Section 9.01 Billing Procedure. Transmission Provider shall bill Interconnection Customer for the actual costs incurred under this Interconnection Agreement consistent with the procedures set forth in Article 7 of the Tariff. Payment of an invoice shall not relieve the paying Party from any responsibilities or obligations it has under this Interconnection Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.

Section 9.02 Interest on Unpaid Balances. Interest on any unpaid amounts that are past due (including amounts placed in escrow) shall be calculated in accordance with Article 7 of the Tariff.

Section 9.03 Billing Disputes. If all or part of any bill is disputed by a Party, that Party shall promptly pay the amount that is not disputed, provide the other Party a reasonably detailed written explanation of the basis for the dispute, and request the commencement of dispute resolution pursuant to Article XVI of this Interconnection Agreement. When the amount in dispute is equal to or greater than one million dollars ($1,000,000), the disputed amount shall be paid into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution. If the amount in dispute is less than one million dollars ($1,000,000), the disputing Party may withhold the disputed amount or pay the disputed amount into an independent escrow account pending resolution of the dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution. The Parties may elect, but are not required, to agree to Alternative Dispute Resolution, including arbitration. Neither Party shall be responsible for the other Party's cost of collecting amounts due under this Interconnection Agreement, including attorney's fees.

ARTICLE X
NOTICES

Section 10.01 Notices. Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties as set forth in Appendix B. In addition to the obligations set forth in the preceding sentence, a Party providing notice, demand, request or communication pursuant to this Section may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email. Any Party may update that portion of Appendix B that pertains to such Party's address by giving written notice to the other Parties of such change at any time.

ARTICLE XI
REGULATION AND MODIFICATION OF RATES

Section 11.01 Regulation. This Interconnection Agreement is subject to the jurisdiction of the FERC.

Section 11.02 Modification. Transmission Provider reserves its rights under Section 205 of the Federal Power Act to unilaterally make applications to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service the Transmission Provider provides under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction. Interconnection Customer reserves its rights under Section 206 of the Federal Power Act to unilaterally make application to FERC for modification of the rates, terms, conditions, classification of service, rule, or regulation for any service provided under this Interconnection Agreement and the attachments hereto over which FERC has jurisdiction.

ARTICLE XII
ASSIGNMENT

Section 12.01 Successors and Assigns. This Interconnection Agreement shall be binding upon the respective Parties, their successors and permitted assigns, on and after the Effective Date hereof.

Section 12.02 Assignment Restrictions. This Interconnection Agreement may be assigned by either Party only with the written consent of the other; provided, however, that either Party may assign this Interconnection 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 Interconnection Agreement; and provided further that Interconnection Customer shall have the right to assign this Interconnection Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing, provided that Interconnection Customer promptly notifies Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article XII 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). Any attempted assignment that violates this Article XII is void and ineffective. Any assignment under this Interconnection Agreement 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 requested, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE XIII
INSURANCE

Section 13.01 Applicability. If Interconnection Customer is a municipality, city, county, town, public authority or other political subdivision that qualifies for statutory limitations on liability under Applicable Law, Interconnection Customer shall procure and maintain, at its own expense, insurance coverages in accordance with the requirements set forth in Appendix F. In all other circumstances, Interconnection Customer shall comply with the requirements set forth in Section 13.02.

Section 13.02 Insurance. Each Party shall, at its own expense, maintain in force until this Interconnection Agreement is terminated and until released by the other Party, the following insurance coverages with insurers authorized to do business in the state where the Point of Interconnection is located:

(a) Employer's 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.

(b) 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.

(c) Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

(d) Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of ten million dollars ($10,000,000) per occurrence/ ten million dollars ($10,000,000) aggregate.

(e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Interconnection Agreement against the Other Party Group and provide thirty (30) calendar days advance written notice to the Other Party Group prior to the anniversary date of cancellation or any material change in coverage or condition.

(f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions

that specify that the policies shall apply to such extent without consideration for other policies separately carried. Each Party shall be responsible for its respective deductibles or retentions.

(g) 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 Interconnection Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

(h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Interconnection Agreement.

(i) Within ten (10) days following execution of this Interconnection Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Interconnection Agreement, executed by each insurer or by an authorized representative of each insurer.

(j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of subsections (a)-(h) of this Section 13.01 to the extent the Party maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements set forth in subsections (a)-(h) of this Section 13.01. For any period of time that a Party's senior secured debt is unrated by Standard and Poor's, such Party shall comply with the insurance requirements set forth in subsections (a)–(i) of this Section 13.01. In the event that a Party is permitted to self-insure pursuant to this Article XIII, 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 this Section 13.01(j).

(k) The Parties agree to report to each other in writing as soon as practicable all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Interconnection Agreement.

(l) In the event Interconnection Customer is a municipality or other governmental entity, Interconnection Customer will be subject to the insurance coverage obligations set forth in Appendix F in lieu of the insurance obligations set forth in this Section 13.02.

ARTICLE XIV
CONSEQUENTIAL DAMAGES, INDEMNITY AND RISK OF LOSS

Section 14.01 Waiver of Consequential Damages. In no event shall one Party, its governing board members, officers, employees or agents be liable to the other Party under this Interconnection Agreement from any cause howsoever arising in contract, tort or otherwise for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made; 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, punitive, exemplary or consequential damages hereunder.

Section 14.02 Indemnity. Each Party shall at all times indemnify, defend and hold harmless the other Party, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, 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 ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party. Nothing in this Section 14.02 shall relieve the Transmission Provider or Interconnection Customer of any liability to the other for any breach of this Interconnection Agreement.

(a) If an Indemnified Party is entitled to indemnification under this Section 14.02 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed, to assume the defense of such claim, the 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.

(b) If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Section 14.02, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's loss net of any insurance or other recovery.

(c) 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 in this Section 14.02 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect the Indemnifying Party's obligation to indemnify the Indemnified Party unless such failure or delay is materially prejudicial to the Indemnifying Party.

(d) In the event Indemnifying Party is a municipality or other governmental entity, Indemnifying Party will be subject to the indemnification obligations set forth in Appendix F in lieu of the indemnification obligations set forth in this Section 14.02.

Section 14.03 Risk of Loss. Except under situations of negligence, gross negligence, or intentional wrong-doing by the other Party, each Party shall have the full risk of loss for its own property and material, and each Party shall (subject to Article XIII) obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party shall require its property insurer to waive the right of subrogation. Each Party shall have title and risk of loss for those materials or capital equipment purchased for its ownership by the other Party as an authorized agent under this Interconnection Agreement confirmed by written confirmation and approval of supplier, specifications, equipment warranty, delivery and installation arrangements (the principal being entitled to any sales tax exemptions). All such equipment and materials will be inspected by the purchasing agent Party upon delivery and damaged or nonconforming equipment or materials will be rejected and returned to the seller upon consultation and agreement with the Party for whom the equipment was purchased.

ARTICLE XV
DEFAULT AND TERMINATION

Section 15.01 Default by Interconnection Customer.

(a) In the event the Interconnection Customer fails, for any reason other than a billing dispute as described in Section 9.03, to make payment to Transmission Provider on or before the due date as described herein, and such failure of payment is not cured within thirty (30) calendar days after Transmission Provider notifies Interconnection Customer of such failure, a default by Interconnection Customer shall be deemed to exist.

In the event of an uncured default by Interconnection Customer for nonpayment, except when nonpayment is the subject of a billing dispute as provided in Section 9.03, Transmission Provider may initiate a proceeding with the FERC to terminate service but shall not terminate service until the FERC so approves any such request. In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider will continue to provide service under this Interconnection Agreement as long as the Interconnection Customer (1) continues to make all payments not in dispute, and (2) subjection to Section 9.03, pays 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 provide notice to the Interconnection Customer of its intention to suspend service in accordance with the Tariff or FERC policy.

(b) Interconnection Customer shall also be in default if it materially breaches any other provision of this Interconnection Agreement, and fails to cure any such breach within thirty (30) days after written notice by Transmission Provider of the existence and nature of such alleged breach.

(c) If Interconnection Customer assigns its interests under this Interconnection Agreement to a bank, lender or other financial institution for purposes of obtaining financing ("Financing Party"), and Interconnection Customer notifies Transmission Provider of this assignment and the information necessary for Transmission Provider to contact Financing Party, then Transmission Provider shall also notify Financing Party of any breach or default by Interconnection Customer under this Interconnection Agreement at the same time as it notifies Interconnection Customer of such breach or default. If Financing Party elects to cure the breach or default, by payment or otherwise, then Transmission Provider agrees to accept such cure by Financing Party as if the same had been effected by Interconnection Customer.

Section 15.02 Default by Transmission Provider. Transmission Provider shall be considered in default if it fails to make any payment due to Interconnection Customer hereunder, or fails to cure any material breach, within thirty (30) days after written notice of nonpayment or material breach from Interconnection Customer.

Section 15.03 Termination for Default. Should a Party fail to cure a default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process provided in Section 16.01 or other legal processes, the non-defaulting Party shall have the right to terminate this Interconnection Agreement subject to FERC approval and other defenses by giving written notice to the Party in default, and be relieved of any further obligation hereunder, and whether or not the non-defaulting Party terminates this Interconnection Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which the

non-defaulting Party is entitled subject to the limitations set forth in Article XIV of this Interconnection Agreement. The provisions of this Article XV shall survive termination of this Interconnection Agreement.

ARTICLE XVI
DISPUTE RESOLUTION

Section 16.01 Dispute Resolution Process. In the event the Parties are required by this Interconnection Agreement or mutually agree to try and resolve a dispute, the Parties shall first refer the dispute to designated senior representatives, with authority to bind their respective Party, for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may mutually agree, such dispute may either be submitted to the alternative dispute resolution provisions set out in Article 12 of the Tariff, if agreed to by the Parties, or the aggrieved Party may initiate legal proceedings at the Commission or court of competent jurisdiction.

ARTICLE XVII
CONFIDENTIAL INFORMATION

Section 17.01 Furnishing of Information. It is recognized by the Parties that the successful operation of this Interconnection Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to the limitations regarding disclosing confidential information provided in this Interconnection Agreement, each Party agrees that it will furnish to the other Party such data concerning its system as may be necessary to support the other Party's system reliability.

Section 17.02 Confidential Information.

(a) "Confidential Information" means (1) any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, drawing, list, concept, customer information, policy or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise; or (2) any Critical Energy Infrastructure Information. Confidential Information which includes, 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 on a confidential basis prior to the execution of this Interconnection Agreement.

(b) Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (5) is, or becomes, publicly known, through no wrongful

act or omission of the receiving Party or breach of this Interconnection Agreement.

Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Parties that such information no longer is confidential.

(c) 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, the Party providing the information orally informs the receiving Party that the information is confidential. Each Party shall be responsible for clearly designating or marking information governed by FERC's Critical Energy Infrastructure Information rules and regulations.

Section 17.03 Protection of Confidential Information.

(a) No Party shall disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Interconnection Agreement to any third party without the express written consent of the providing Party; provided, however, that any Party may produce Confidential Information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or Governmental Authority upon reasonable notice to the providing Party that (a) a protective order from such jurisdictional judicial body or court has been issued relating to the Confidential Information; and (b) a binding nondisclosure agreement is in effect with a proposed recipient of any Critical Energy Infrastructure Information.

(b) The Parties shall use at least the same standard of care to protect Confidential Information they receive as they use to protect their own Confidential Information from unauthorized disclosure, publication or dissemination.

(c) Any Party may use Confidential Information solely: (1) to fulfill its obligations to the other Party, under this Interconnection Agreement; (2) to fulfill its regulatory requirements except to the extent that such information constitutes or has been designated Critical Energy Infrastructure Information; (3) in any proceeding or in any administrative agency or court of competent jurisdiction addressing any dispute arising under this Interconnection Agreement, subject either to a written confidentiality agreement with all Parties (including, if applicable, an arbitrator(s)) or to a protective order; or (4) as required by Applicable Law. As it pertains to (3) and (4), notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or in the opinion of its counsel, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, the receiving Party shall, to the extent permitted under applicable law, promptly notify

the disclosing Party of such request or requirement prior to disclosure, so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Interconnection Agreement and shall request confidential treatment of any such disclosure.

(d) The Parties agree that monetary damages by themselves may be inadequate to compensate a Party for the other Party's breach of its obligations under this Article. Each Party accordingly agrees that the other Parties are entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under this Article.

Section 17.04 Survival. The confidentiality obligations of this Article shall survive termination of this Interconnection Agreement for a period of two (2) years.

ARTICLE XVIII
MISCELLANEOUS

Section 18.01 Third Party Contracts. The Parties recognize that each has entered into and may in the future enter into contractual commitments with various third parties regarding benefits, use and operation of network transmission facilities it owns within the interconnected regional transmission network. Each Party hereby covenants that its respective contracts with third parties shall not interfere with its obligations to the other Party made under this Interconnection Agreement.

Section 18.02 No Residual Value. This Interconnection Agreement shall not be construed to provide any residual value to either Party or its successors or permitted assigns or any other party, for rights to, use of, or benefits from the other Party's system following expiration of this Interconnection Agreement.

Section 18.03 No Third Party Beneficiary. Unless otherwise specifically provided in this Interconnection Agreement, the Parties do not intend to create rights in or to grant remedies to any third Party as a beneficiary of this Interconnection Agreement or of any duty, covenant, obligation or undertaking established hereunder.

Section 18.04 Headings. Article headings and titles are included for the convenience of Parties and shall not be used to construe the meaning of any provision of this Interconnection Agreement.

Section 18.05 Governing Law. This Interconnection Agreement shall be interpreted and governed by the laws of the state in which the Point of Interconnection is located, or the laws of the United States of America, as applicable.

Section 18.06 Effect of MISO Membership. In the event, during the term hereof, Transmission Provider ceases to be a transmission owning member of a MISO or a successor, all terms and conditions with respect to MISO, or successor(s) herein shall remain in force until amended. Transmission Provider shall be responsible for filing with FERC any modifications to this Interconnection Agreement necessary as a result of such action.

Section 18.07 No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of the Interconnection Agreement shall be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

Section 18.08 Relationship to MISO Tariff. Nothing contained herein shall modify, amend or revise the obligations of the Parties under the MISO Tariff.

Section 18.09 Amendment. Except as provided in Section 11.02, any amendment, alteration, variation, modification or waiver of the provisions of this Interconnection Agreement, other than revisions to the Appendices authorized by this Interconnection Agreement, shall be valid only after it has been reduced to writing and duly signed by both Parties, and if required, approved by the appropriate regulatory bodies.

Section 18.10 Conflicts. In the event any term of this Interconnection Agreement conflicts with the Tariff, the terms of this Interconnection Agreement shall control.

Section 18.11 Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Interconnection Agreement, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

Section 18.12 Counterparts. This Interconnection Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

Section 18.13 Severability. If any governmental authority or court of competent jurisdiction holds that any provision of this Interconnection Agreement is invalid, or if, as a result of a change in any Federal or State law or constitutional provision, or any rule or regulation promulgated pursuant thereto, any provision of this Interconnection Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Interconnection Agreement not affected thereby shall continue in full force and effect. In such an event, the Parties shall promptly renegotiate in good faith new provisions to restore this Interconnection Agreement as nearly as possible to its original intent and effect.

SIGNATURES

In Witness Whereof, the Parties have caused this Interconnection Agreement to be duly executed as of this _30th_ day of October, 2015.

CITY OF ST. JAMES
A Minnesota municipal corporation

By */s/ LeAnn M. Nibbe*

Name: LeeAnn M. Nibbe

Title: City Clerk/Treasurer

Date: October 20, 2015

NORTHERN STATES POWER COMPANY,
A Minnesota corporation, and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: */s/* Ian R. Benson

Name: Ian R. Benson

Title: Director, Transmission Planning & Business Relations

Date: __10/30/2015_____

Xcel Energy Services Inc.
Authorized Agent

APPENDIX A

IDENTIFICATION OF POINTS OF INTERCONNECTION AND FACILITIES

A-1: St. James Substation (TR1) - Point of Interconnection # 1 (POI # 1)
A-2: St. James Municipal East Substation (TR2) - Point of Interconnection # 2 (POI # 2)

APPENDIX A-1

Point of Interconnection # 1 (POI # 1): St. James Municipal

This Point of Interconnection is located at the connecting hardware where NSPM's St. James Municipal Substation interconnects with Interconnection Customer's distribution system.

The legal description for the real property related to this Point of Interconnection is as follows: a point located about 1 mile north from the intersection of County Road 55 and Weston Ave. with a legal description as Section 14, Township 106 N. Range 32 W. in the City of St. James, Watonwan County, Minnesota.

The point of metering is located on the low side of Transformer #1 (TR1). The meter readings shall be compensated to account for transformer losses to the 69kV voltage. The compensation shall be done by multiplying the energy flows by 1.01, unless otherwise agreed. The meter and associated metering equipment shall be provided, owned and maintained by NSPM. Interconnection Customer shall provide and install a meter enclosure at a suitable location and provide and install conduit and supports for the metering transformers. The metering transformers provided by NSPM shall be installed by Interconnection Customer.

For MDMA purposes, Interconnection Customer or an entity designated by Interconnection Customer shall provide metered data to MISO based on data collected from NSPM's meters. Interconnection Customer shall provide notice to NSPM in writing of the name, business address and contact information for Interconnection Customer's designated MDMA provider.

The applicable Interconnection Provisions for Point of Interconnection # 1 are set forth in Appendix E-1.

APPENDIX A-2

Point of Interconnection # 2 (POI # 2): St. James Municipal East Substation

This Point of Interconnection is located at the connecting hardware where NSPM's 69kV transmission line # 0714, structure # 707 interconnects with Interconnection Customer's tap originating at Interconnection Customer's St. James Municipal East Substation.

The legal description for the real property related to this Point of Interconnection is as follows: a point located in the intersection of 330th Street and 733rd Avenue with a legal description as Section 6, Township 106 N. Range 31 W. in the City of St. James, Watonwan County, Minnesota.

The point of metering is located on the low side of Transformer #2 (TR2). The meter readings shall be compensated to account for transformer losses to the 69kV voltage. The compensation shall be done by multiplying the energy flows by 1.01, unless otherwise agreed. The meter and associated metering equipment shall be provided, owned and maintained by NSPM. Interconnection Customer shall provide and install a meter enclosure at a suitable location and provide and install conduit and supports for the metering transformers. The metering transformers provided by NSPM shall be installed by Interconnection Customer.

For MDMA purposes, Interconnection Customer or an entity designated by Interconnection Customer shall provide metered data to MISO based on data collected from NSPM's meters. Interconnection Customer shall provide notice to NSPM in writing of the name, business address and contact information for Interconnection Customer's designated MDMA provider.

The applicable Interconnection Provisions for Point of Interconnection # 2 are set forth in Appendix E2.

APPENDIX B

NOTICES

Any notice, demand, request, or communication required or authorized by this Interconnection Agreement shall be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties, and may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email, as follows:

For Customer:

City of St. James
Superintendent
124 Armstrong Blvd. S.
P.O. Box 70
St. James, MN 56081

For Transmission Provider:

Xcel Energy
Manager, Transmission Business Relations
414 Nicollet Mall, MP-8
Minneapolis, MN 55401

For Invoices:

Clerk
City of St. James
P.O. Box 70
124 Armstrong Blvd. S.
St. James, MN 56081

Team Lead, Transmission Accounting
Xcel Energy Services, Inc.
1800 Larimer, 12th floor
Denver, CO 80202
303-571-2782

For Operational Matters:

Foreman
City of St. James
507-375-1226

Transmission MN Control Center
Northern States Power Company
612-321-7431

This designation and titles of the person to be notified or the address of such person may be changed at any time by written notice.

APPENDIX C

Template for Adding a New Point of Interconnection

The Parties understand that it may be necessary to add a Point of Interconnection. Should the Parties agree to add a Point of Interconnection, Interconnection Customer and Transmission Provider shall use the following form or another that is substantially similar to it for purposes of documenting their mutual agreement and to update the Point of Interconnection described in Appendix A to this Interconnection Agreement:

Facilities are located in_____

Included hereafter are the Interconnection Provisions and Interconnection Diagram for this Point of Interconnection and a completed Appendix E documenting the respective responsibilities of the Parties.

The costs of such Facilities shall be borne by Interconnection Customer or Transmission Provider as provided in Attachment U-1 to the Tariff.

In Witness Whereof, the Parties have confirmed these Interconnection Provisions to become part of Transmission to Load Interconnection Agreement between the Parties dated _____ __, 20__, and to be duly executed as of this ____ day of _____, 20___.

CITY OF ST. JAMES
A Minnesota municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY
A Minnesota corporation and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: _____

Name: _____

Title: _____

Date: _____

By Xcel Energy Services Inc.
Authorized Agent

APPENDIX D

Template for Modifying or Removing
Point of Interconnection

The Parties understand that it may be necessary to modify or remove Point of Interconnection. Should the Parties agree to modify or remove, Interconnection Customer and Transmission Provider shall use the following form or another that is substantially similar to it for purposes of documenting their mutual agreement and to update the Point of Interconnection described in Appendix A to this Interconnection Agreement:

Facilities are located in_____

Included hereafter are the Interconnection Provisions and Interconnection Diagram for this Point of Interconnection and a completed Appendix E documenting the respective responsibilities of the Parties.

The costs of such Facilities shall be borne by Interconnection Customer or Transmission Provider as provided in Attachment U-1 to the Tariff.

In Witness Whereof, the Parties have confirmed these Interconnection Provisions to become part of Transmission to Load Interconnection Agreement between the Parties dated _____ __, 20__, and to be duly executed as of this ____ day of _____, 20___.

CITY OF ST. JAMES
A Minnesota municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

NORTHERN STATES POWER COMPANY
A Minnesota corporation and
NORTHERN STATES POWER COMPANY,
A Wisconsin corporation

By: _____

Name: _____

Title: _____

Date: _____

By Xcel Energy Services Inc.
Authorized Agent

APPENDIX E-1

INTERCONNECTION PROVISIONS
ST. JAMES MUNICIPAL DISTRIBUTION SUBSTATION POI # 1 AND
RELATED TRANSMISSION SYSTEM MODIFICATIONS
OWNERSHIP, OPERATION AND MAINTENANCE PROVISIONS

Description	Owner	Operator	Maintenance Responsibility	Financial Responsibility For Construction	Financial Responsibility For O&M	Financial Responsibility For Replacement	Responsibility to Accomplish Engineering Design and Construction
SUBSTATION							
St. James Municipal Substation - 69kV to 12.5kV (TR1).	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
St. James Municipal 12.5kV distribution feeders.	IC	IC	IC	IC	IC	IC	IC
TRANSMISSION							
Transmission line # W0714 – 69kV	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
One (1) 69kV two-way switch # 4S9, 4S11 mounted on structure # 0714-760A.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
METERING & TELEMETRY							
Metering equipment, instrument transformers and ancillary equipment (meter wiring & meter socket)	IC	IC	IC	IC	IC	IC	IC
Meter for POI # 1 (TR1).	NSPM	NSPM	NSPM	NSPM	IC	IC	NSPM

NSPM – Northern States Power Company Minnesota, IC – Interconnection Customer

Proposed Effective Date: 4/16/2016

Approved Effective Date: 4/16/2016

APPENDIX E-2

INTERCONNECTION PROVISIONS
ST. JAMES MUNICIPAL EAST DISTRIBUTION SUBSTATION POI # 2 AND
RELATED TRANSMISSION SYSTEM MODIFICATIONS
OWNERSHIP, OPERATION AND MAINTENANCE PROVISIONS

Description	Owner	Operator	Maintenance Responsibility	Financial Responsibility For Construction	Financial Responsibility For O&M	Financial Responsibility For Replacement	Responsibility to Accomplish Engineering Design and Construction
SUBSTATION							
St. James Municipal East Substation 69kV to 12.5kV, approx. 1.6 miles south of POI #1 (TR2).	IC	IC	IC	IC	IC	IC	IC
TRANSMISSION							
Transmission line # W0714 – 69kV	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
One (1) 69kV manually operated three-way switch # 4S176, 4S177 and 4S178 with load break capabilities mounted on structure # 0714-707.	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM	NSPM
One 69kV tap line of 3-phase wires and shield wires from	IC	IC	IC	IC	IC	IC	IC

NSPM's transmission line #0714 to IC's substation including tap back guys, wire, ground anchors and hardware required to support the tap.							
METERING & TELEMETRY							
Metering equipment, instrument transformers and ancillary equipment (meter wiring & meter socket)	IC	IC	IC	IC	IC	IC	IC
Meter for POI # 2 (TR2).	NSPM	NSPM	NSPM	NSPM	IC	IC	NSPM

NSPM – Northern States Power Company Minnesota, IC – Interconnection Customer

APPENDIX F

INSURANCE AND INDEMNIFICATION OBLIGATIONS FOR A MINNESOTA MUNICIPALITY

A. Insurance Coverages. If Interconnection Customer is subject to Minn. Stat. § 466.04, as amended from time to time, or any successor statute, Interconnection Customer shall, at its own expense, maintain in force until this Interconnection Agreement is terminated or until released by Transmission Provider, insurance coverages equal to the maximum limitation on liabilities set forth in Minn. Stat. § 466.04.

Interconnection Customer shall use its best efforts to ensure that Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees shall be named as an additional insured under Interconnection Customer's Commercial General Liability Insurance policy, at Transmission Provider's expense, if any, for all incremental costs. The additional insured coverage for Transmission Provider shall be up to $500,000 per claimant, and $1,500,000 for all claims arising out of a single occurrence (or other amounts, if higher, consistent with the Interconnection Customer's policy and state law), without diminishing Interconnection Customer's ability to recover its own liabilities under the policy.

In the event that Interconnection Customer cannot obtain such insurance coverage for the Transmission Provider and its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees, or in the event that such coverage would be at an unacceptably high expense to Transmission Provider, then the Parties shall make good-faith efforts to negotiate mutually agreeable alternative arrangements.

Notwithstanding the foregoing, nothing herein shall prevent Transmission Provider and Interconnection Customer from agreeing to different insurance limits from those provided in this Appendix F-1. In such a case, the Parties shall set forth the mutually agreed-to insurance coverages in this Appendix F-1.

B. Indemnification. Subject to any applicable Minnesota law or statute limiting the indemnification obligations of Interconnection Customer to Transmission Provider, Interconnection Customer shall at all times indemnify, defend and hold harmless Transmission Provider, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns ("Indemnified Party") from any and all liability, damages, losses and 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 Interconnection Customer's ("Indemnifying Party") negligence, or action or inactions of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

Interconnection Customer's obligations to Transmission Provider under this paragraph shall be limited to $1,500,000 per occurrence.

APPENDIX G
SERVICE SCHEDULE - FACILITY CHARGE
Between NORTHERN STATES POWER COMPANY
And CITY OF ST. JAMES

Service Schedule

This Service Schedule provides a service where NSPM provides operates and maintains certain substation facilities so that Interconnection Customer's electrical requirements can be delivered at a distribution voltage. NSPM and Interconnection Customer entered into a Transmission Facilities Agreement ("TFA") on April 30th, 1981 as supplemented from time to time. The Interconnection Customer agreed to pay NSPM certain charges ("Facility Charge") associated with NSPM providing, operating and maintaining such substation facilities. The Parties desire to continue this arrangement and therefore this Service Schedule, Appendix G, shall remain in effect for the term of this Interconnection Agreement.

Rates and Charges

In consideration of NSPM providing, operating, and maintaining the substation facilities described in Appendix A-1, Interconnection Customer shall pay NSPM $2,400.00 per month commencing on the 20th day of the month following the effective date hereof.

In the event that additional investments are made by NSPM to improve the St. James Municipal Substation, NSPM and Interconnection Customer will enter good faith negotiations to modify the Facility Charge accordingly. If there is a need for material improvements or expansion, the Parties agree to discuss options prior to NSPM proceeding, to allow the Interconnection Customer to make a determination as to whether or not to proceed with the changes.

Billing and Payment

(a) Unless otherwise agreed, bills for services provided hereunder shall be rendered by the fifth working day of each month for services provided during the previous month. Interconnection Customer's payment to NSPM shall be due, if by mail, at NSPM's billing office, or if by wire transfer to a bank and account named by NSPM, no later than 15 days following the date of such invoice.

(b) Late Payment Charge: Payments received after the due date shall be considered late and shall bear interest on the payment in accordance with Section 9.02.

(c) The Facility Charge shall remain in effect until the termination of this Agreement.

List of Substation Facilities

This Facility Charge allows Interconnection Customer to utilize the NSPM substation facilities described in Appendix A-1.

APPENDIX 5.5 to Revised LGIP
INFORMATIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of November 2020, by and between Springfield Wind Farm, LLC a Limited Liability Corporation organized and existing under the laws of the State of Delaware, ("Interconnection Customer,") and Public Service Company of Colorado a Colorado Corporation existing under the laws of the State of Colorado, ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is evaluating developing a Large Generating Facility or generating capacity addition to an existing Generating Facility and

WHEREAS, Interconnection Customer is proposing to evaluate an interconnection with the Transmission System; and

WHEREAS, Interconnection Customer has submitted to Transmission Provider an Informational Interconnection Study Interconnection Request; and

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings indicated in Transmission Provider's FERC-Approved Revised LGIP.

2.0 The Interconnection Customer elects and the Transmission Provider shall cause an Informational Study consistent with Section 6 of this Revised LGIP to be performed in accordance with the Tariff.

3.0 The scope of the Informational Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Informational Interconnection Study shall be performed solely for informational purposes.

5.0 The Informational Interconnection Study report shall be provided to the customer and not posted on OASIS.

6.0 The Informational Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by Interconnection Customer in Attachment A to this Agreement. The Informational Interconnection Study shall identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost

thereof that may be required to provide transmission service or Interconnection Service based upon the assumptions specified by Interconnection Customer in Attachment A.

7.0 Interconnection Customer shall provide a deposit of ten thousand dollars ($10,000.00) for the performance of the Informational Interconnection Study. Transmission Provider's good faith estimate for the time of completion of the Information Interconnection Study is 180 days.

Upon receipt of the Informational Interconnection Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual cost of the Informational Study.

Any difference between the initial deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

8.0 Miscellaneous. The Informational Interconnection Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the Revised LGIP and the LGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Public Service Company of Colorado

By: */s/ Ian R. Benson*
Ian R. Benson

Title: AVP Transmission Strategy & Planning
Area Vice President
Transmission Strategy and Planning
Xcel Energy Services, Inc.
Authorized Agent for Public
Service Company of Colorado

Date: 11/12/2020

Springfield Wind Farm, LLC

By: */s/ Reid Buckley*

Title: Vice President

Date: 10/29/2020

Attachment A

Public Version – Confidential Information Removed

Informational Study Agreement

This Study Agreement, dated as of December 22, 2020 is made and entered by and between Public Service Company of Colorado (PSCo), and Grand Valley Rural Power Lines, Inc. (Grand Valley).

WHEREAS PSCo is a utility operating company providing electric service in the state(s) of Colorado; and

WHEREAS, Grand Valley has requested that PSCo perform an informational study to assist Grand Valley with its own transmission planning regarding (a) the reliability of Grand Valley's transmission system to accommodate Grand Valleys demand in the near term (two to five years) (b) any required network upgrades; and (c) the estimated costs of network upgrades to provide reliable service to Grand Valley's loads for the near term (two to five years);

WHEREAS, PSCo will perform this study on an as needed basis, upon request from Grand Valley; and

WHEREAS, Grand Valley has provided to PSCo an Application deposit of 50% of the study costs, as listed in Section 8.0 of this Agreement; and

NOW THEREFORE, In consideration of the mutual agreements set forth below, Grand Valley and PSCo agree as follows:

1.0 Performance of Study

PSCo agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the Informational Study for Grand Valley. PSCo shall use its sole discretion as to the scope, details and methods used to perform the Study.

Grand Valley agrees to compensate PSCo in accordance with Sections 8.0 and 9.0 of this Study Agreement. Grand Valley will provide information as requested by PSCo.

2.0 Scope of Study

If requested, a meeting between PSCo and Grand Valley shall be held as soon as practical to: (a) review the application and any known issue that could affect the scope of the study; and (b) discuss the scope of study.

The results of this study shall determine whether PSCo's transmission system and Grand Valley's transmission system will provide reliable service for Grand Valley's loads in the near term. If PSCo's transmission system and Grand Valley's transmission system do not provide reliable service for Grand Valley's loads in the near term, the results of this study shall determine what transmission network upgrades will be required for reliable transmission service to serve Grand Valley's loads in the near term.

Factors to be considered in determining the reliability of PSCo's and Applicant's transmission systems will include but not be limited to:

1. Steady state power flow study results;
2. Stability study results;
3. NERC, Regional Reliability Council and PSCo's system design criteria;
4. Transmission transfer capability of the existing system;
5. Transmission transfer capability of the system after the request is added;
6. Reliability requirements of PSCo and Grand Valley; and
7. Type and term of the Service requested.

3.0 Study Standards

The study procedure will use Good Utility Practice and the engineering and operating principles, standards, guidelines and criteria of PSCo, the Regional Reliability Council of which PSCo is a member, any entity of which PSCo is a member and is approved by the Commission to promulgate or apply regional or national planning and reliability standards (such as a regional transmission group, RTG), NERC or any similar organization that may exist in the future of which PSCo is then a member.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve PSCo's transmission system operation, reliability and transfer capability.

4.0 Schedule for Completion

Upon receipt of an executed Study Agreement, PSCo will complete the Informational Study and provide study results to Grand Valley within a period not to exceed sixty (60) days from the date of receipt, unless the complexity of the application or the number of applications from others reasonably requires additional time. If additional time is required, PSCo shall notify Grand Valley on a timely basis and provide an estimate of the time needed to reach a final determination.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of PSCo. All studies, computer input and output data, planning, operating and other documents, workpapers, assumptions and any other material that forms the basis for determining the constraints shall remain in the files of PSCo, but copies shall be made available and supplied to Grand Valley if requested.

6.0 Nondisclosure of Information

Grand Valley shall consider all information provided by PSCo and all supporting work papers resulting from PSCo's performance of the services to be proprietary unless such information is available from public sources. Grand Valley shall not publish or disclose proprietary information for any purpose without the prior written consent of PSCo.

7.0 Information Requests

PSCo may desire additional information regarding Grand Valley's proposed transactions on PSCo's Transmission System. Grand Valley shall furnish within ten (10) days, written responses to reasonable requests for information submitted by PSCo.

8.0 Rates

Grand Valley will be charged the current salary or wage rates including overheads for

the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by PSCo. Typical expenses include, but are not limited to:

- Subcontracted services.
- Long distance telephone calls
- Computer operating time at established rate
- Printing and reproduction expense.
- Reasonable travel and living expense.

The estimated charge for performing the Informational Study is $9000.00. This estimated charge is based on PSCo's estimate of the actual cost, and time for the completion of the Informational Study.

9.0 Payments

Grand Valley shall advance 50% of the estimated cost of the study when the Study Agreement is executed. The remaining actual cost to perform the study shall be due at the completion of the study and review of the study with Grand Valley. PSCo will refund any amount paid by Grand Valley in excess of actual costs.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

Transmission Provider:
Manager, Transmission Business Relations
414 Nicollet Mall, 6th Floor
Minneapolis, MN 55401

Applicant:
Grand Valley Rural Power Lines, Inc.
Manager of Engineering
845 22 Road
Grand Junction, CO 81505

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a U.S. Postal Service receipt of mail or evidence of delivery by a private express mail service.

11.0 Choice of Law

This Agreement shall be governed by the laws of the State of Colorado.

12.0 Force Majeure

PSCo shall not be considered to be in default of the provisions of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, PSCo could not avoid. The term uncontrollable forces shall mean any event which results in the prevention or delay of performance by PSCo of its obligations under this Agreement and which is beyond the control of PSCo. The term uncontrollable forces includes, but is not limited to, fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance,

sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, or person for any of the supplies, materials, accesses, or services required to be provided by PSCo under this Agreement, strikes, work slowdowns, or other labor disturbances, and judicial constraint. The provisions of this article shall not be interpreted or construed to require PSCo to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. PSCo shall give timely written notice to Grand Valley describing the circumstances of uncontrollable forces which prevent the fulfillment of obligation of this Agreement. PSCo shall give timely written notice to Grand Valley that the uncontrollable forces which prevented the fulfillment of obligations of this Agreement are no longer present and work has resumed on those obligations.

13.0 Indemnity

Grand Valley shall at all times indemnify, defend, and save PSCo harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from PSCo's performance of its obligations under this agreement on behalf of Grand Valley, except in cases of negligence or intentional wrongdoing by PSCo.

14.0 Liability

NOTWITHSTANDING ANYTHING HEREIN THAT MAY APPEAR TO THE CONTRARY, AND ONLY TO THE EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT PART OF THE DAMAGES FOR WHICH GRAND VALLEY IS RESPONSIBLE TO INDEMNIFY PSCo UNDER SECTION 13.0 ABOVE, (i) THE LIABILITY OF A PARTY TO THE OTHER PARTY HEREUNDER SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES ONLY, AND NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY INDIRECT DAMAGES OF WHATEVER KIND OR CHARACTER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FOR LOSS OF BUSINESS OR BUSINESS INTERRUPTION, OR FOR LOSS OF USE), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, UNDER OR ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND (ii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF A PARTY, IF ANY, TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL AGGREGATE AMOUNTS PAID BY GRAND VALLEY TO PSCo FOR THE SERVICES UNDER THIS AGREEMENT. Additionally, 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 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, another Party. For the avoidance of doubt, by executing this Agreement PSCo is in no way assuming any additional responsibilities or liabilities (meaning any responsibilities or liabilities not already borne by PSCo under its existing tariffs and agreements) in connection with the operation of or planning for Grand Valley’s system.

15.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless Granded in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

16.0 Entire Agreement

This Agreement supersedes any and all proposals and/or understandings, oral and written, between the parties hereto and constitutes their sole and only Agreement regarding the Informational Study provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider:

Public Service Company of Colorado

By: */s/ Ian R. Benson*
Ian R. Benson

Title: Area Vice President, Transmission
Strategy & Planning

Date: December 15, 2020

Applicant:

Grand Valley Rural Power Lines, Inc.

By: */s/ Matthew Williams*

Title: Manager of Engineering

Date: December 11, 2020

Appendix A

Informational Study Scope Outline

Objective

The objective of this near term transmission reliability study is to examine the reliability of the transmission system that serves the Grand Valley Power (GVP) loads and to identify system upgrades (if any) needed to achieve a reliable transmission system. The study period is the near term (two to five years). PSCO will identify criteria violations, develop transmission system upgrades to address any criteria violations, and provide a report to GVP summarizing the study results.

Background

In October 2020, GVP requested assistance from PSCo in the preparation of a near term transmission plan. To assist GVP, PSCo will conduct an Informational Study to assess the reliability of the bulk electric transmission system to serve GVP loads. Criteria violations (if any) will be identified and transmission upgrades to mitigate these criteria violations will be developed. PSCo will provide GVP a summary report.

Methodology

Base Case

A Western Electricity Coordinating Council (WECC) power flow case will be selected that best represents the year and season for the near term study. The case will be modified to reflect the expected topology and demand in the study area.

Study Scope and Assumptions

1. This study will consist of power flow analysis only. Angle or voltage stability studies will not be conducted for this study. Short circuit studies will not be conducted for this study.
2. A transmission model of the GVP 69-kV transmission system developed by PSCO will be used. PSCO will provide a copy of the model to GVP for review. GVP will examine the model for accuracy.
3. Power flow diagrams will be developed for this study.
4. System intact and contingency outage conditions will be simulated.
5. Two maintenance outages[1] that could affect the GVP system will be simulated.
6. The impact of the flow on applicable power transfer paths (such as TOT2A) will be considered.

Transmission System Upgrades

Transmission system upgrades will be developed to address criteria violations.

Criteria

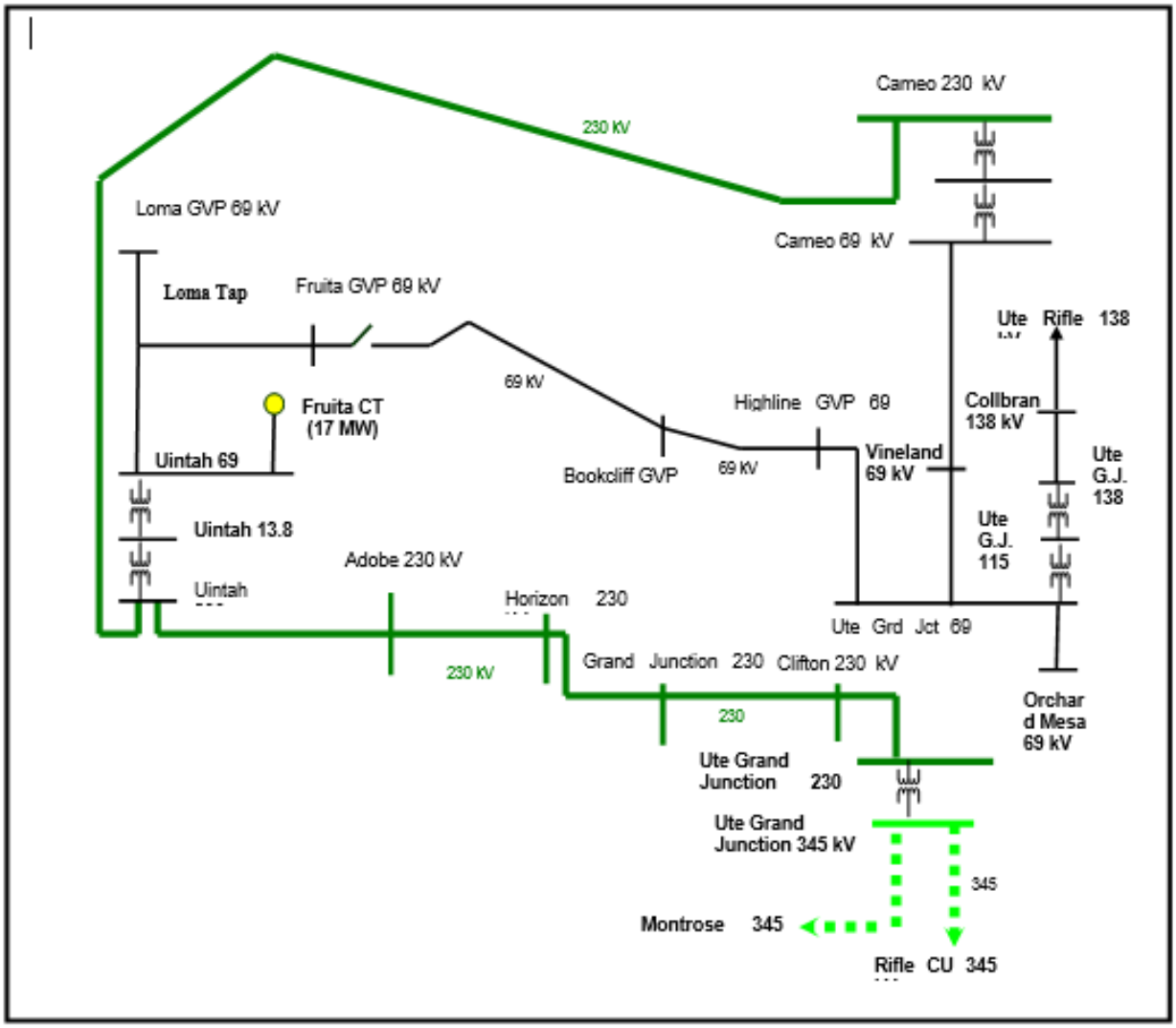
PSCO adheres to the NERC Transmission Planning Standards and the WECC Reliability Criteria, as well as internal company criteria for transmission planning studies.

Costs

Indicative planning cost estimates (no implied accuracy) will be developed for any transmission system upgrades identified in the study.

Report

A written analysis of the study results will be prepared. The report will document the purpose of the study and address all issues listed in the study scope. All criteria and assumptions used will be listed. Study results and diagrams will be provided.



[1] The two critical maintenance outages include an outage of the Grand Jct(Ute)-Highline GVP 69 kV line and an outage of the Uintah 69-Loma Tap GVP 69 kV line. For every branch outage of the Uintah-Grand Junction (Ute) 69kV line, the normally open switch at Fruita GVP 69 kV should be closed to restore load on the Uintah-Grand Junction (Ute) 69kV line.

System Impact Study Agreement

THIS AGREEMENT is made and entered into this 14th day of January 2021

by and between Holy Cross Energy,("Interconnection Customer,") and

Public Service Company of Colorado, existing under the laws of the State of Colorado,

("Transmission Provider"). Interconnection Customer and Transmission Provider each may be

referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Small Generating Facility or generating capacity addition to an existing Small Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on October 23, 2020; and

WHEREAS, the Interconnection Customer desires to interconnect the Small Generating Facility with the Transmission Provider's Transmission System;

WHEREAS, the Transmission Provider has completed a feasibility study and provided the results of said study to the Interconnection Customer (This recital to be omitted if the Parties have agreed to forego the feasibility study.); and

WHEREAS, the Interconnection Customer has requested the Transmission Provider to perform a system impact study(s) to assess the impact of interconnecting the Small Generating Facility with the Transmission Provider's Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the standard Small Generator Interconnection Procedures.

2.0 The Interconnection Customer elects and the Transmission Provider shall cause to be performed a system impact study(s) consistent with the standard Small Generator Interconnection Procedures in accordance with the Open Access Transmission Tariff.

3.0 The scope of a system impact study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. The Transmission Provider reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary

consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost responsibility and time to construct.

6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.

7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Transmission Provider has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.

8.0 If the Transmission Provider uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced –

8.1 Are directly interconnected with the Transmission Provider's electric system; or

8.2 Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

8.3 Have a pending higher queued Interconnection Request to interconnect with the Transmission Provider's electric system.

9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 60 Business Days after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 60Business Days after this Agreement is signed by the Parties, or in accordance with the Transmission Provider's queuing procedures.

10.0 A deposit of the equivalent of the good faith estimated cost of a distribution system impact study and the one half the good faith estimated cost of a transmission system impact study may be required from the Interconnection Customer.

11.0 Any study fees shall be based on the Transmission Provider's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days on receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Transmission Provider shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Colorado (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 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.

16.0 Waiver

16.1 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.

16.2 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.

17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

18.0 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.

19.0 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.

20.0 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.

20.1 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.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

21.0 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.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Public Service Company of Colorado:

By: */s/ Ian R. Benson*
Ian R. Benson
Area Vice President, Transmission
Strategy and Planning as Agent for
Public Service Company of Colorado

Date 12/16/20

Holy Cross Energy:

By: */s/ Stephen Beuning*
Stephen Beuning
Holy Cross Energy
VP Power Supply

Date 11/24/20

Attachment A to System Impact Study Agreement

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the standard Small Generator Interconnection Procedures, and the following assumptions:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Transmission Provider.

The proposed 4.5MW/5MVA hydro generation interconnection shall be located within the Xcel Energy distribution system, at the Vineland 13.2kV Substation. The studies shall evaluate the impact of the proposed generation on the PSCo distribution system.

A. The following assumptions shall be used within this study process:

1. As discussed during the Scoping Meeting, the Feasibility Study is not performed
2. Generation shall be studied at full capacity, which per SGIA is 4.5MW.
3. Study the interconnection impacts on the distribution system consistent with PSCo's current distribution interconnection requirements and standards.
4. The GI is not expected to have any transmission system impacts other than system protection
5. Minimum Daytime Load (MDL) and Absolute Minimum Load shall be considered due to ability to generate during any hours.
6. Generator shall have voltage and reactive power controls to control voltage impacts on the feeder. Additional details around these systems may be required.
7. Generator is assumed to be able to comply with Xcel Energy interconnection protection setting requirements. Additional data on protective settings will be needed within the study process.
8. Ability to monitor and trip site via Xcel SCADA or a direct transfer trip (DTT) system shall be available. This is typically don't through an Xcel owned recloser device.
9. Impacts to transmission system beyond the substation are considered to be negligible and shall not be evaluated.

B. It is estimated that this Interconnection System Impact Study will cost approximately $35,000, and Reasonable Efforts will be undertaken to complete it within the applicable 60 Business Days.

C. To the extent that the provisions of this System Impact Study Agreement conflict with any terms of the SGIP, the SGIP shall control.