SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT MEETING NOTICE AND AGENDA

POWER COMMITTEE

Thursday, August 20, 2026, 9:30 AM

SRP Administration Building
1500 N. Mill Avenue, Tempe, AZ 85288

Committee Members: Mark Pace, Chair; and Casey Clowes, Lupe Conchas, Thomas Galvin, Mario Herrera, Sandra Kennedy, and Paul Rovey
Association Board of Governors Observer: Leslie Williams

Call to Order
Roll Call

1. **CONSENT AGENDA:** The following agenda item(s) will be considered as a group by the Committee and will be enacted with one motion. There will be no separate discussion of these item(s) unless a Committee Member requests, in which event the agenda item(s) will be removed from the Consent Agenda and considered as a separate item .... CHAIR MARK PACE

   - Request for approval of the minutes for the meeting of June 18, 2026.

2. Western Energy Markets Update .... JOSH ROBERTSON

   Informational presentation regarding the current status of Western Energy Markets and an update on SRP's implementation project for Southwest Power Pool's (SPP) Markets+.

3. New Nuclear Site Evaluation and Stakeholder Engagement Plan ....TOM COOPER and MOLLY GREENE

   Informational presentation regarding an overview of the stakeholder engagement plan, including recent activities, and what to expect in 2026 for the new nuclear site evaluation process.

4. Open Access Transmission Tariff (OATT) Revisions ....NATE TATE

   Informational presentation regarding proposed OATT revisions to the OATT Attachment O – Generator Interconnection Procedures (GIP) and Generator Interconnection Agreement (GIA).

5. Closed Session, Pursuant to A.R.S. §30-805(B), for the Committee to Consider Matters Relating to Competitive Activity, Including Trade Secrets or Privileged or Confidential Commercial or Financial Information, with Respect to the Proposed Development of the Marigold Energy Center Natural Gas Generation and Associated Infrastructure.. BILL MCCLELLAN

6. Marigold Energy Center .... BILL MCCLELLAN

   Request for approval to develop the Marigold Energy Center natural gas generation and associated infrastructure.

7. Executive Session, Pursuant to A.R.S. §38-431.03(A)(3), to Discuss Legal Issues Regarding SRP Publicly Positing or Commenting on the Cost of Carbon as it Relates to SRP Specific Emissions .... MICHAEL O'CONNOR

8. Report on Current Events by the General Manager and Chief Executive Officer or Designees .... JIM PRATT

9. Future Agenda Topics .... CHAIR MARK PACE

The Committee may vote during the meeting to go into Executive Session, pursuant to A.R.S. §38-431.03 (A)(3), for the purpose of discussion or consultation for legal advice with legal counsel to the Committee on any of the matters listed on the agenda.

The Committee may go into Closed Session, pursuant to A.R.S. §30-805(B), for records and proceedings relating to competitive activity, including trade secrets or privileged or confidential commercial or financial information.

Visitors: The public has the option to attend in-person or observe via Zoom and may receive teleconference information by contacting the Corporate Secretary's Office at (602) 236-4398. If attending in-person, all property in your possession, including purses, briefcases, packages, or containers, will be subject to inspection.

THE NEXT POWER COMMITTEE MEETING IS SCHEDULED FOR TUESDAY, SEPTEMBER 22, 2026

MINUTES
POWER COMMITTEE MEETING

DRAFT

June 18, 2026

A meeting of the Power Committee of the Salt River Project Agricultural Improvement and Power District (the District) convened at 11:05 a.m. on Thursday, June 18, 2026, from the Board Room at the SRP Administration Building, 1500 North Mill Avenue, Tempe, Arizona. This meeting was conducted in-person and via teleconference in compliance with open meeting law guidelines. The District and Salt River Valley Water Users' Association (the Association) are collectively known as SRP.

Committee Members present at roll call were M. Pace, Chair; N. Brown, Vice Chair; C. Clowes, M. Herrera, S. Kennedy, and P. Rovey.

Committee Members absent at roll call were L. Conchas; and Association Board of Governors Observer L. Williams.

Also present were President C. Dobson; Vice President B. Paceley; Board Members R. Arnett, K. Clark, M. Harlan, K. Johnson, K. Mohr-Almeida, K. O'Brien, and S. Williams; Board Member L. Rovey of the Association; Council Chair R. Shelton; Council Vice Chair S. Naylor; Council Liaison C. Resch-Geretti; Council Members N. Brown, E. Gorsegner, N. Haddad, R. Kolb, R. Miller, and M. Rakow; I. Avalos, A. Bond-Simpson, M. Burger, M. Cesiel, A. Chabrier, C. Falk, J. Felty, J. Fry, S. Glover, C. Hallows, L. Hobaica, J. Hubbard, C. Jovanovic, V. Kisicki, M. Klein, B. Koch, A. Laurence, K. Lee, A. Lucas, M. Maser, B. McClellan, L. Meyers, N. Mullins, M. O'Connor, B. Olsen, A. Ortega, B. Petrey, J. Pratt, M. Purnell, D. Roach, J. Schuricht, P. Sigl, R. Taylor, and J. Tucker of SRP; Nick Arnold of Arizona Solar Energy Industries Association (AriSEIA); Walter Clemence of Capital Power; Andy Jacobs of Strategy 48; Axana Merckx of Southwest Gas Corporation, Stefanie Padgett of HDR, Inc.; Alex Routhier of Western Resource Advocates (WRA); Asher Seet of Long Road Energy; and Paul Booth, a member of the public.

In compliance with A.R.S. §38-431.02, Andrew Davis of the Corporate Secretary's Office had posted a notice and agenda of the Power Committee meeting at the SRP Administration Building, 1500 North Mill Avenue, Tempe, Arizona, at 9:00 a.m. on Tuesday, June 16, 2026.

Chair M. Pace called the meeting to order.

Consent Agenda

Chair M. Pace requested a motion for Committee approval of the Consent Agenda, in its entirety.

On a motion duly made by Board Member M. Herrera and seconded by Board Member S. Kennedy, the Committee unanimously approved and adopted the following item on the Consent Agenda:

- Minutes of the Power Committee meeting on May 21, 2026, as presented.

Corporate Secretary J. Felty polled the Committee Members on Board Member M. Herrera's motion to approve the Consent Agenda, in its entirety. The vote was recorded as follows:

YES:	Board Members M. Pace, Chair; N. Brown, Vice Chair; and C. Clowes, M. Herrera, S. Kennedy, and P. Rovey	(6)
NO:	None	(0)
ABSTAINED:	None	(0)
ABSENT:	Board Member L. Conchas	(1)

Board Member L. Conchas entered the meeting during the consent agenda.

Closed Session: Agreements for Previously Approved Energy Storage and Solar-Only Projects

Chair M. Pace, called for a closed session of the Power Committee at 11:06 a.m., pursuant to A.R.S. §30-805(B), for the Committee to consider matters relating to competitive activity, including trade secrets or privileged or confidential commercial or financial information, with respect to a request for approval to enter into agreements, under the previously approved Solar Development Agreement (SDA), for projects that include or consist of energy storage, as well as agreements for solar-only projects.

M. Maser, A. Ortega, D. Roach, and J. Schuricht of SRP; Nick Arnold of AriSEIA; Walter Clemence of Capital Power; Andy Jacobs of Strategy 48; Axana Merckx of Southwest Gas Corporation, Stefanie Padgett of HDR, Inc.; Alex Routhier of WRA; Asher Seet of Long Road Energy; and Paul Booth, a member of the public, left the meeting.

The meeting reconvened into open session at 11:33 a.m. with the following Members and others present: President C. Dobson; Vice President B. Paceley; Board Members R. Arnett, N. Brown, K. Clark, C. Clowes, L. Conchas, M. Harlan, M. Herrera, K. Johnson, S. Kennedy, K. Mohr-Almeida, K. O'Brien, M. Pace, P. Rovey, and S. Williams; Board Member L. Rovey of the Association; Council Chair R. Shelton; Council Vice Chair S. Naylor; Council Liaison C. Resch-Geretti; Council Members N. Brown, E. Gorsegner, N. Haddad, R. Kolb, R. Miller, and M. Rakow; and I. Avalos, A. Bond-Simpson, M. Burger, M. Cesiel, A. Chabrier, C. Falk, J. Felty, J. Fry, S. Glover, C. Hallows, L. Hobaica, C. Jovanovic, R. Judd, V. Kisicki, M. Klein, B. Koch, A. Laurence, K. Lee, A. Lucas, B. McClellan, L. Meyers, N. Mullins, M. O'Connor, B. Olsen, B. Petrey, J. Pratt, M. Purnell, P. Sigl, R. Taylor, and J. Tucker of SRP.

M. Maser, A. Ortega, D. Roach, and J. Schuricht of SRP; Nick Arnold of AriSEIA; Walter Clemence of Capital Power; Andy Jacobs of Strategy 48; Axana Merckx of Southwest Gas Corporation; and Alex Routhier of WRA entered the meeting.

Marigold Energy Center Development

Using a PowerPoint presentation, Bobby Olsen, SRP Associate General Manager and Chief Power System Executive, stated that the purpose of the presentation was to provide information regarding the proposed development of the Marigold Energy Center natural gas generation, 500 kilovolt (kV) substation, and 230kV transmission lines. They introduced Alexis Laurence, SRP Senior Manager of Resource Development.

A. Laurence summarized the key benefits, the approval request, and communications presented to the Power Committee and the Board regarding the Marigold Energy Center. They presented a map identifying the location, an aerial image, and an overview of the development plan for the Marigold Energy Center.

A. Laurence provided a timeline for the project's activities scheduled from Fiscal Year 2027 (FY27) through in-serve target FY32. They said that SRP continues proactive outreach and informs the community of the project's development through ongoing engagement activities and community support. A. Laurence introduced Bill McClellan, SRP Director of Resource Planning, Acquisition and Development.

Continuing, B. McClellan provided an overview of the remaining capacity needs for Financial Plan 2027 (FP27). They explained that by the early 2030s, adequacy needs will shift into late evening and extend overnight by approximately 11 to 13 hours.

B. McClellan said that solar and storage are the lead resource additions added to firm capacity and provided nameplate capacity and effective capacity outlooks. They reviewed contributions to the FP27 capacity needs.

B. McClellan said that economic analysis optimizes resource selection and outlined the process. They concluded with a discussion regarding alternative resources considered and how the development strategy supports resource needs.

B. Olsen, A. Laurence and B. McClellan responded to questions from the Committee.

Copies of the PowerPoint slides used in this presentation are on file in the Corporate Secretary's Office and, by reference, made a part of these minutes.

Board Member S. Williams; and M. Cesiel and C. Falk of SRP left the meeting during the presentation. A. Almodova and A. Gilbert of SRP entered the meeting during the presentation.

Closed Session: Marigold Energy Center

Chair M. Pace, called for a closed session of the Power Committee at 12:42 p.m., pursuant to A.R.S. §30-805(B), for the Committee to consider matters relating to competitive activity, including trade secrets or privileged or confidential commercial or financial information, with respect to a request for approval to develop the Marigold Energy Center Natural Gas Generation, 500kV substation, and 230kV transmission lines.

M. Maser, A. Ortega, D. Roach, and J. Schuricht of SRP; Nick Arnold of AriSEIA; Walter Clemence of Capital Power; Andy Jacobs of Strategy 48; Axana Merckx of Southwest Gas Corporation; and Alex Routhier of WRA left the meeting.

The meeting reconvened into open session at 1:45 p.m. with the following Members and others present: President C. Dobson; Vice President B. Paceley; Board Members R. Arnett, N. Brown, K. Clark, C. Clowes, L. Conchas, M. Harlan, M. Herrera, K. Johnson, S. Kennedy, K. Mohr-Almeida, K. O'Brien, M. Pace, and P. Rovey; Board Member L. Rovey of the Association; Council Chair R. Shelton; Council Vice Chair S. Naylor; Council Liaison C. Resch-Geretti; Council Members N. Brown, E. Gorsegner, N. Haddad, R. Kolb, R. Miller, and M. Rakow; and A. Almodova, I. Avalos, A. Bond-Simpson, M. Burger, A. Chabrier, J. Felty, J. Fry, A. Gilbert, S. Glover, C. Hallows, L. Hobaica, C. Jovanovic, R. Judd, V. Kisicki, M. Klein, B. Koch, A. Laurence, K. Lee, A. Lucas, B. McClellan, L. Meyers, N. Mullins, M. O'Connor, B. Olsen, B. Petrey, J. Pratt, M. Purnell, P. Sigl, R. Taylor, and J. Tucker of SRP.

Closed Session: 2026 Summer Preparedness Follow Up

Chair M. Pace, called for a closed session of the Power Committee at 1:45 p.m., pursuant to A.R.S. §30-805(B), for the Committee to consider matters relating to competitive activity, including trade secrets or privileged or confidential commercial or financial information, with respect to the 22 megawatt (MW) of firm power sales referenced in the recent 2026 Summer Preparedness presentation given to the Committee.

The meeting reconvened into open session at 1:49 p.m. with the following Members and others present: President C. Dobson; Vice President B. Paceley; Board Members R. Arnett, N. Brown, K. Clark, C. Clowes, L. Conchas, M. Harlan, M. Herrera, K. Johnson, S. Kennedy, K. Mohr-Almeida, K. O'Brien, M. Pace, and P. Rovey; Board Member L. Rovey of the Association; Council Chair R. Shelton; Council Vice Chair S. Naylor; Council Liaison C. Resch-Geretti; Council Members N. Brown, E. Gorsegner, N. Haddad, R. Kolb, R. Miller, and M. Rakow; and A. Almodova, I. Avalos, A. Bond-Simpson, M. Burger, A. Chabrier, J. Felty, J. Fry, A. Gilbert, S. Glover, C. Hallows, L. Hobaica, C. Jovanovic, R. Judd, V. Kisicki, M. Klein, B. Koch, A. Laurence, K. Lee, A. Lucas, B. McClellan, L. Meyers, N. Mullins, M. O'Connor, B. Olsen, B. Petrey, J. Pratt, M. Purnell, P. Sigl, R. Taylor, and J. Tucker of SRP.

A. Ortega and J. Schuricht of SRP; Nick Arnold of AriSEIA; Walter Clemence of Capital Power; Andy Jacobs of Strategy 48; and Alex Routhier of WRA entered the meeting.

Report on Current Events by the General Manager and Chief Executive Officer or Designees

Jim Pratt, SRP General Manager and Chief Executive Officer, reported on a variety of federal, state, and local topics of interest to the Committee.

Future Agenda Topics

Chair M. Pace asked the Committee if there were any future agenda topics. None were requested.

There being no further business to come before the Power Committee, the meeting adjourned at 1:50 p.m.

John Felty
Corporate Secretary

Markets+ Update

Josh Robertson | August 20, 2026

Meeting Objectives

- Provide background on SPP Markets+
- Present the status of Markets+ implementation activities
- Summarize next steps for Open Access Transmission Tariff revision

Why Does Markets+ Matter?

1. Net Benefits for Customers
2. Load & Resource Diversity
3. Reliability Enhancement

What is SPP Markets+?

Day-Ahead Market

- Participants commit to buy or sell electricity one day before the operating day
- Market finds lowest-cost plan to meet demand
- Reduction in price volatility

Real-Time Market

- Actual demand and generation rarely match forecast exactly
- Market makes fast adjustments every few minutes
- Keeps supply and demand balanced in the moment

Day-ahead sets the plan. Real-time keeps it accurate.

Markets+ Aligns with SRP's Strategic Objectives

Independent Governance

Independent oversight and checks & balances support balanced decision-making.

Stakeholder-Driven Design

Transparent governance with market participant voting representation in market development and approvals.

Reliability

Supports resource adequacy through common framework and reliability mechanisms.

Strategic Flexibility

Provides a pathway should SRP pursue future RTO participation.

Markets Development and SRP Evaluation Process

2019-2023

MARKET DEVELOPMENT

- Market Structure
- Stakeholder Engagement
- Cost Studies

2024

EVALUATION & DECISION

- Evaluation
- Gap Analysis
- Consultant Review

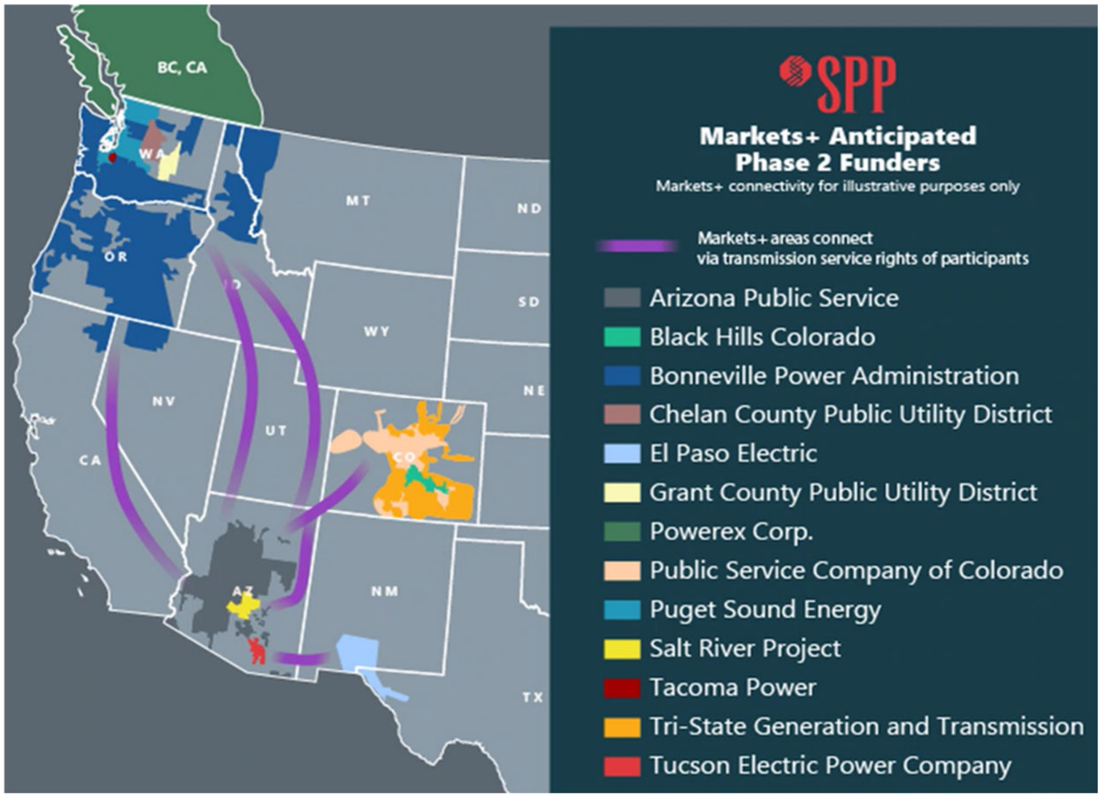
SRP BOARD APPROVAL

2025-Present

IMPLEMENTATION

- FERC Approval
- Markets+ Implementation
- Ongoing Engagement

Markets+ Footprint



Phase 2 Funding Members

Initial Go-Live Oct 2027 – "Wave 1"

- Arizona Public Service
- Tucson Electric Power
- Salt River Project
- Powerex
- Public Service Co. of Colorado

Deferred Entities until at least 2028

- Bonneville Power Administration
- Chelan County PUD
- Grant County PUD
- Puget Sound Energy
- Tacoma Power
- El Paso Electric

Markets+ Implementation Timeline

Markets+ Implementation Readiness

ON TRACK

Governance

- Steering Committee Established
- Executive Oversight In Place

Organization

- Project Manager & Team Selected
- Utilicast Support Engaged

Technology

- SPP Onboarding On Schedule
- Vendor Coordination Underway

External Coordination

- Markets+ Governance Participation
- Markets+ Participant Engagement

Implementation remains on schedule with governance, staffing, technical readiness, and external coordination activities established to support successful Markets+ implementation.

Board Approval of Markets+ OATT Revisions

Markets+ participation requires targeted updates to SRP's Open Access Transmission Tariff (OATT). Board approval is required prior to implementation.

WHY CHANGES ARE NEEDED

- SRP remains a Transmission Service Provider
- Markets+ requires OATT updates
- Aligns tariff with Markets+ rules

WHAT IS CHANGING

- Transmission service provisions
- Markets+ operating requirements

GOVERNANCE

- IOUs obtain FERC approval
- SRP Board approval required
- Final package before implementation

Board action will authorize tariff revisions necessary for SRP participation in Markets+ while maintaining SRP's role as a Transmission Service Provider.

SRP OATT Modification Roadmap

Board approval of OATT revisions required for October 2027 Markets+ implementation

PREPARATION

OUTREACH & REVIEW

APPROVAL

Oct 2027
Markets+ Go-Live

Aug 2026
Power Committee
Update

Fall 2026
OASIS Posting &
Stakeholder Plan

Jan-Apr 2027
Stakeholder
Outreach

Apr 2027
Power
Committee
Info Session

May 2027
Request Power
Committee
Approval

Jun 2027
Request Board
Approval

KEY BOARD
MILESTONE
June 2027 Approval

Summary

Markets+ implementation project has made significant progress

SRP is currently positioned well for successful October 2027 go-live

Next Steps

- Continued Markets+ implementation work
- Open Access Transmission Tariff revision
  - Stakeholder outreach for OATT revisions
  - May 2027 Power Committee request for OATT revisions approval
  - June 2027 Board request for OATT revisions approval

thank you!

New Nuclear Site Evaluation and Stakeholder Engagement

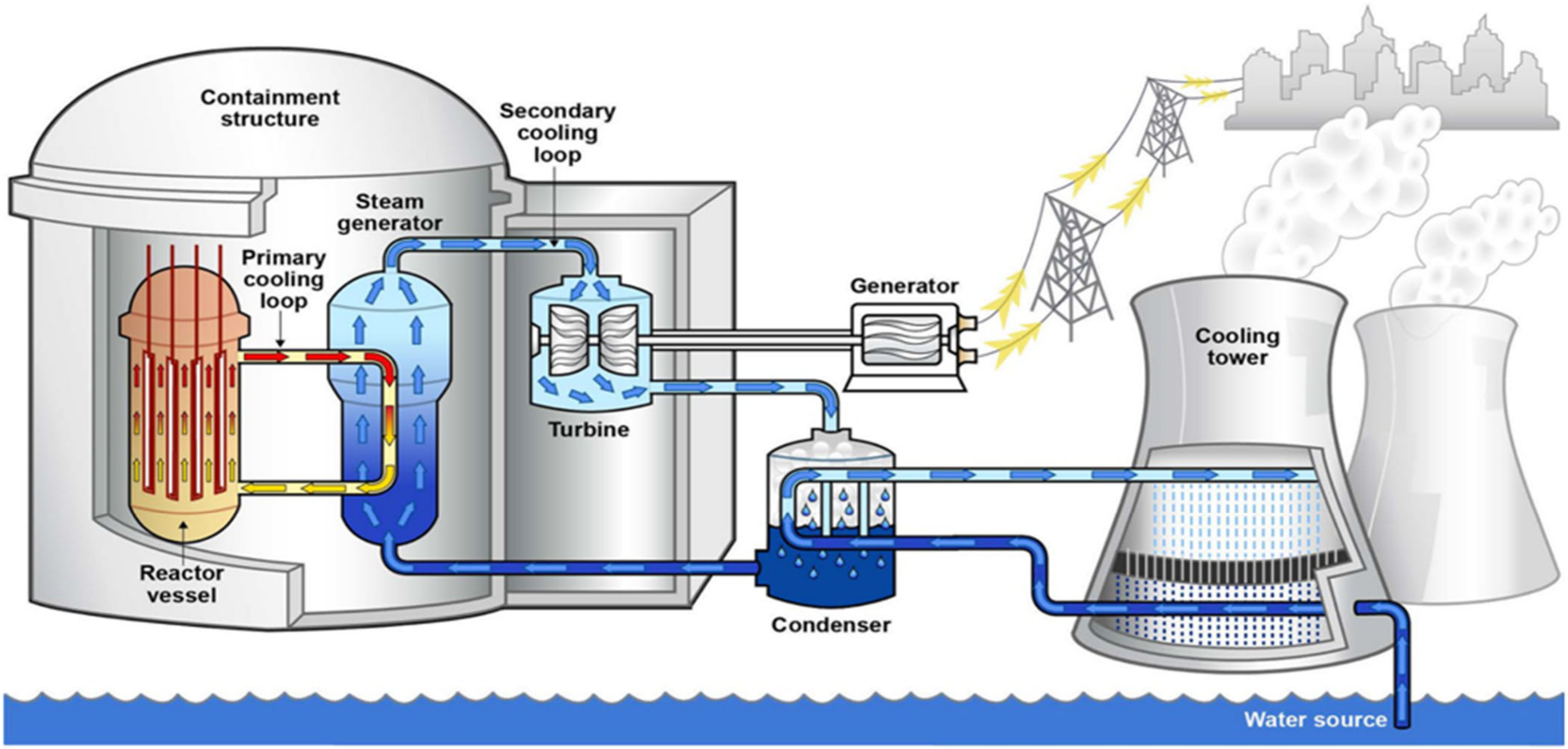
Tom Cooper and Molly Greene | Aug 20, 2026

PURPOSE

An informational overview of:

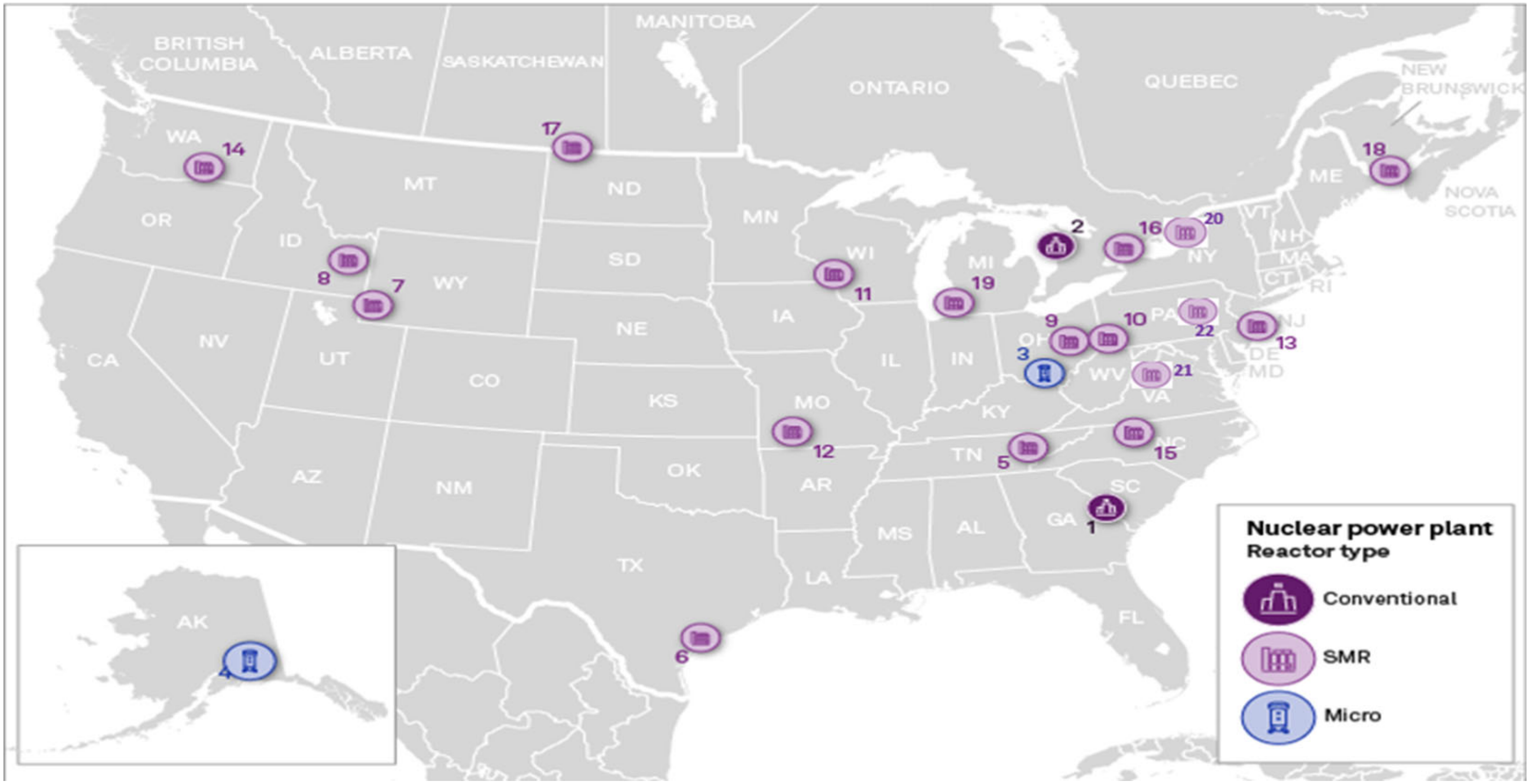
- New nuclear development phases
- Early Site Permit (ESP) purpose and timeline
- Site evaluation and selection process
- Government relations and community engagement plan

WHAT IS NUCLEAR POWER?

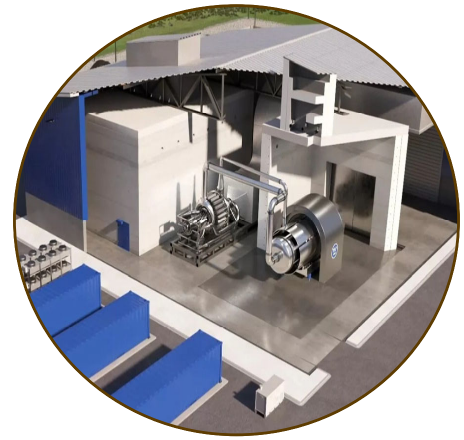


Sources: GAO illustration and analysis of Department of Energy and Nuclear Regulatory Commission documentation. | GAO-24-106326

PROPOSED NEW NUCLEAR GENERATION IN NORTH AMERICA

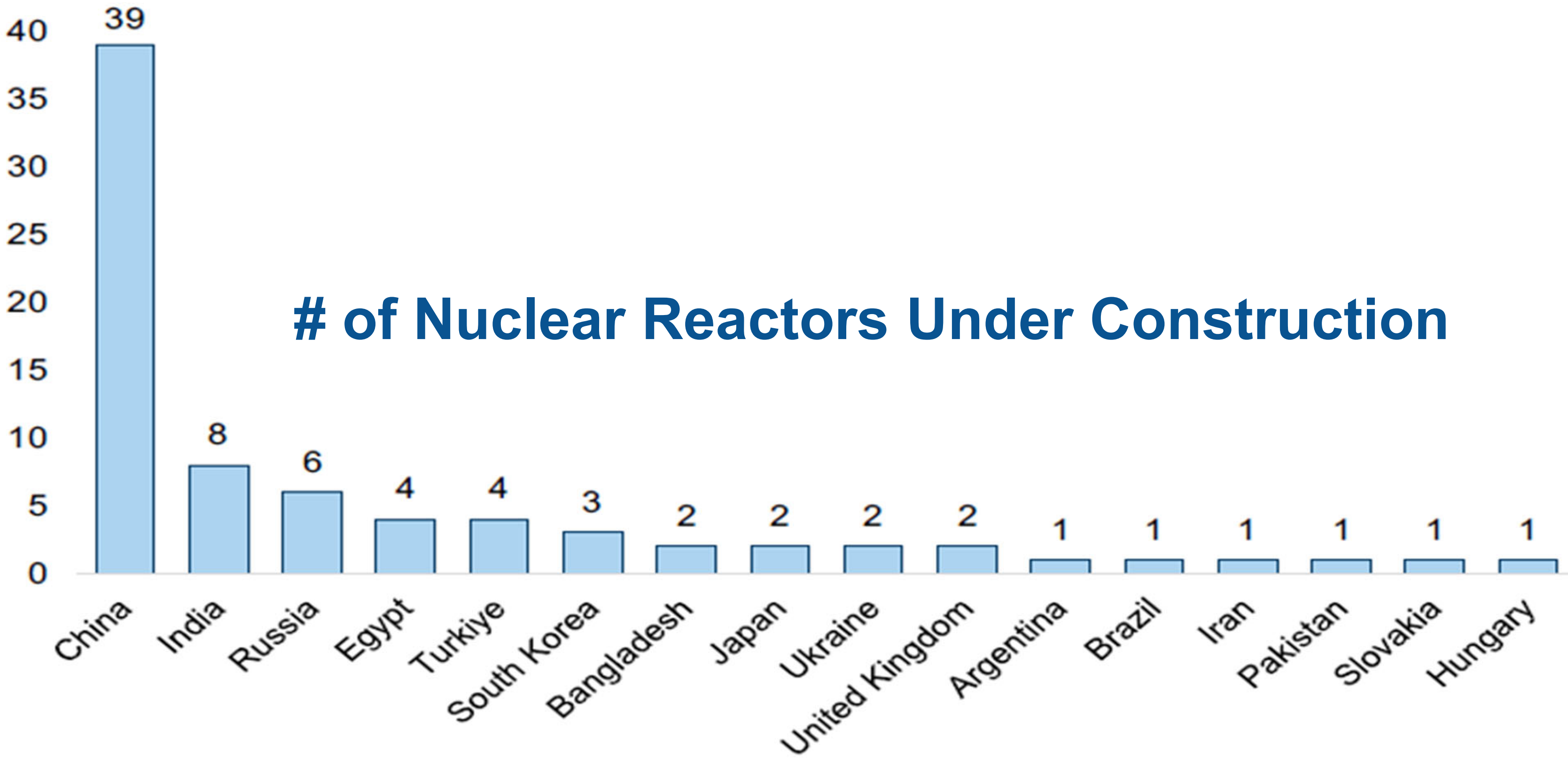


NUCLEAR POWER PLANT
REACTOR TYPES



	CONVENTIONAL	SMALL MODULAR	MICRO
Size (Mwe)	**550 – 1500+**	**20 – 350 MW**	**< 20 MW**
Tech. Maturity	Very mature	Moderate	Early-stage
Operating Fleet	Hundreds	2	0
US Licensing Status	Established Pathways	Multiple designs in review, but only one certified	Tailored frameworks under development

GLOBAL NUCLEAR DEPLOYMENTS OUTSIDE OF THE U.S.



PHASES OF A NEW NUCLEAR PROJECT

CURRENT STATUS

DERISK — DECIDE — IMPLEMENT

DERISK
Planning & Derisking

- Partnerships
- Funding Options
- Stakeholder Engagement
- Early Site Permit
- Technology Selection

DECIDE
Go/No-Go Decision

Project "GO" decision is a step change in commitment and spending

IMPLEMENT
Execution & Delivery

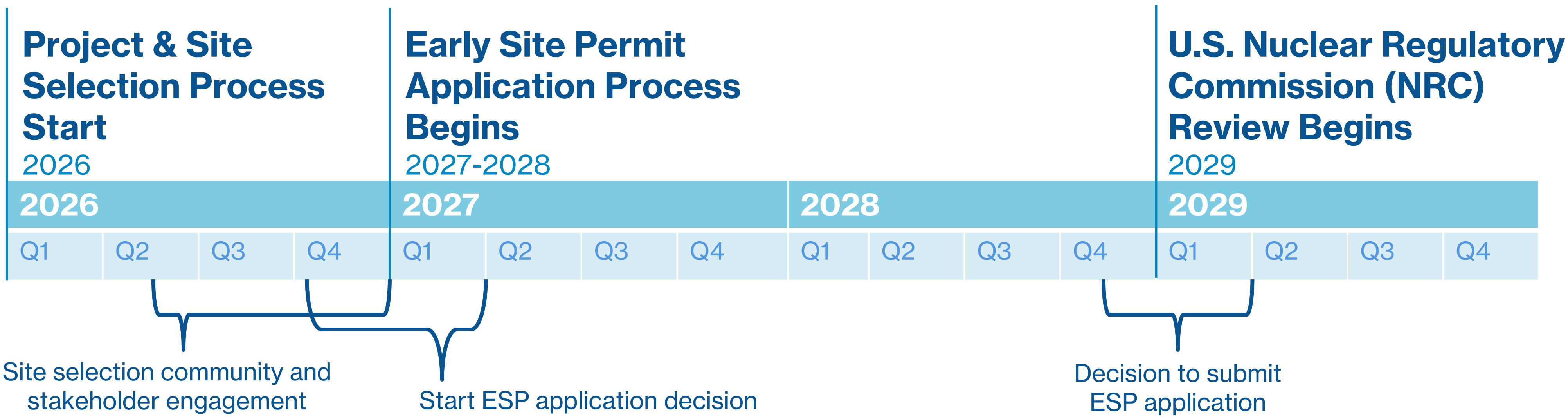
- Construction and Operating Licenses
- Site Engineering and Preparation
- Equipment Procurement
- Design and Construction
- Operations Planning
- Startup and Commissioning

EARLY SITE PERMIT OVERVIEW

- Helps identify and resolve **safety and environmental-siting** issues early to reduce **regulatory and financial** uncertainties
- Is **independent** of a specific reactor design
- Establishes a **technical envelope** that the future nuclear power plant must satisfy.
- Is valid for up to **20 years**

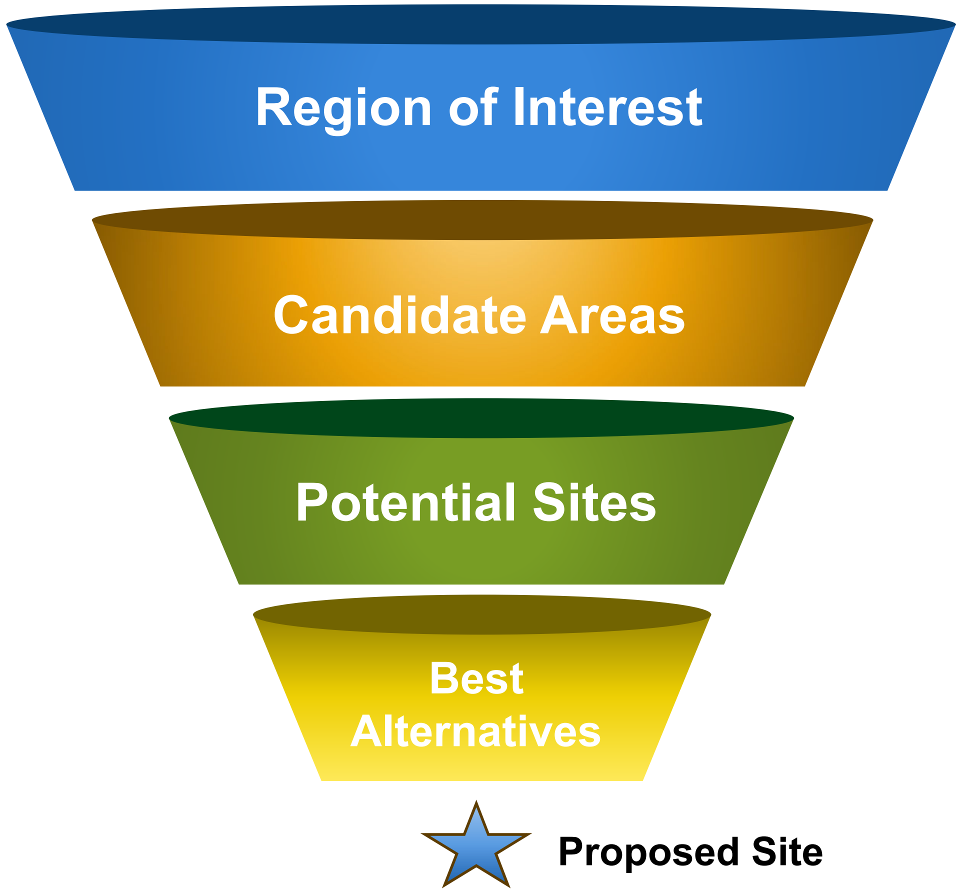
Information Source: GAIN Document INL/MIS-24-82546 Rev 0 Early Site Permit Overview

TIMELINE* AND KEY DECISION POINTS



*Specific dates subject to change based on ongoing discussions among the utilities regarding pacing.

SITE SELECTION PROCESS

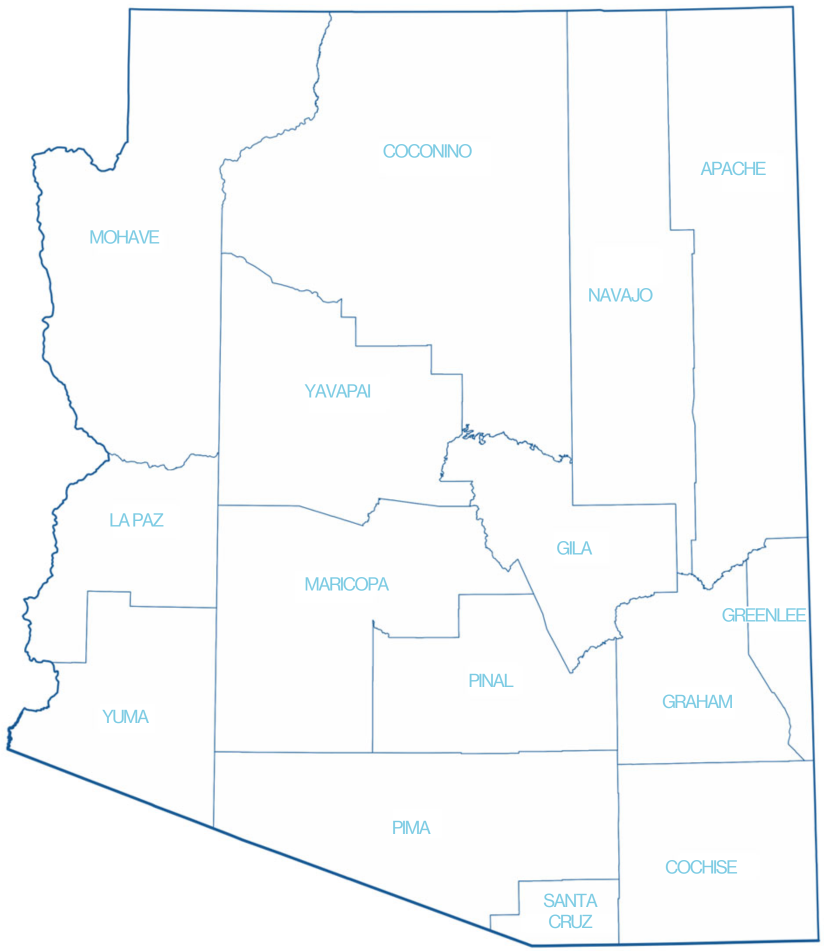


NUCLEAR ENGAGEMENT

- ✓ Consistent Messaging and Outreach
- ✓ Communicate with Public about Grants and Site Selection Process
- ✓ Understanding Stakeholders
- ✓ Gathering Public Opinion
- ✓ State Legislative Outreach
- ✓ Arizona Corporation Commission Nuclear Workshops
- ✓ AZ Energy Promise - Governor's Task Force
- ✓ SRP Nuclear Expo
- ✓ Develop Website

FRAMEWORK FOR OUTREACH

- **Develop an ecosystem of flexible engagement strategies customized to the unique needs of various audiences, including:**
  - Convey information through diverse communication methods
  - Conduct ongoing surveys and focus groups
  - Utilize digital tools and resources
  - Facilitate localized outreach events
  - Ensure feedback cycle
- **Goals**
  - Gather diverse community input
  - Foster local ownership and stewardship
  - Minimize disruption and increase adoption



NEXT STEPS

HTTPS://SRP.NET/NUCLEAR

- Promote use of SRP's nuclear website
- Continue briefings for public officials and community leaders
- Provide information consistently and transparently
- Propose community meetings/open houses when 3 – 5 candidate sites are identified
- Develop relationships and communications channels that foster open and candid exchanges of information throughout the life of the project

thank you!

Proposed Open Access Transmission Tariff Revisions

Nate Tate, Director
Transmission Planning, Strategy and Development

Power Committee
August 20, 2026

Agenda

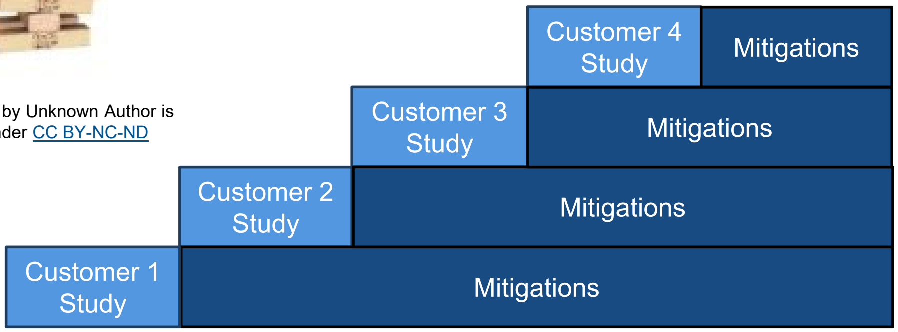
- Background on Open Access Transmission Tariff (OATT)
- Information on previous Generator Interconnection Procedure revision
- Proposed changes to the OATT
  - Generator Interconnection Procedure (GIP)
  - Generator Interconnection Agreement (GIA)
- Next Steps

Open Access Transmission Tariff (OATT)

- Establishes rules, rates and terms for open access transmission
  - Includes generator interconnections
  - Applies equally to SRP and third-parties
- Publicly posted and available on website, www.oasis.oati.com/srp/index.html
  - Third parties have the same access as SRP
- SRP Board approves the OATT and associated procedures
  - Non-jurisdictional entity
- GIP and GIA documents are attachments to the OATT
  - GIP - procedure to connect to the transmission system
  - GIA - agreement that governs the interconnection

Previous Changes to GIP

- SRP Last updated the GIP in 2023
- Changes included:
    - First-Ready, First-Served
    - Cluster Studies
    - Milestone Payments
    - Withdrawal Penalties



First-Ready, First-Served Interconnection Process

Application
- Study Payment
- Commercial Readiness
- Site Control

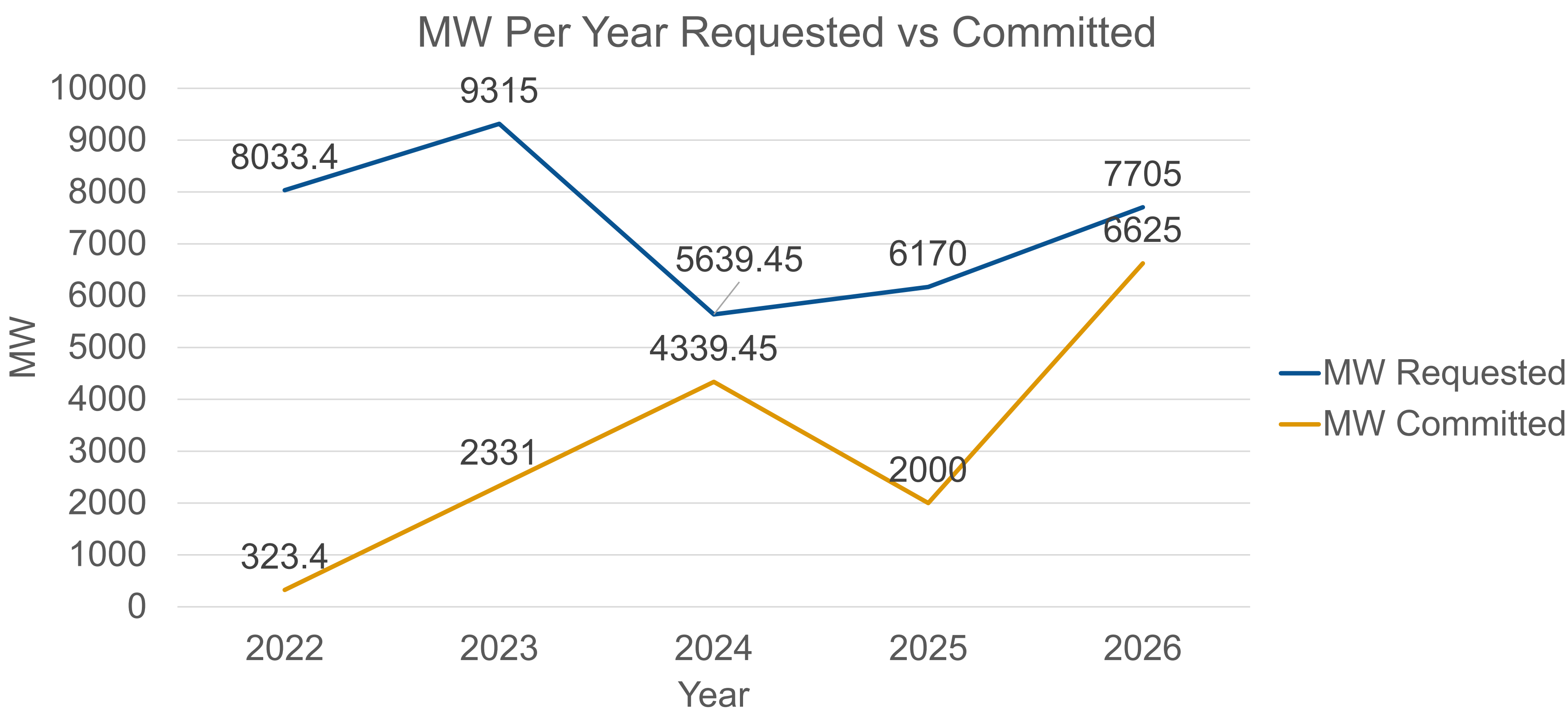
1st Studies
- Cluster System Impact Study
- Point of Interconnection Facility Study
- Milestone 1 Payment

2nd Studies
- Re-Study (if necessary)
- Network Upgrades Facility Study
- Milestone 2 Payment

Agreements
Interconnection Agreement

Engineering, Procurement and Construction Agreement

Outcome of GIP Reforms



GIP and GIA Revisions

- Proposed revisions based on experience implementing 2023 reforms
  - Refined Cost Structure
    - Allowing penalty free withdrawal when Network Upgrade Costs increase significantly
    - Removing Point of Interconnection Costs from Readiness Milestone payments and Withdrawal Penalty
    - Accounting for Network Upgrade funding process
  - Additional Technical Studies
  - Clarifying the timeframe for customers to cure deficiencies

Public Process

- Draft GIP and GIA changes posted to SRP's Open Access Same-Time Information System (OASIS) website for public comment from July 1, 2026 – August 1, 2026
- No public comments received
  - Extended comment window to August 12, 2026

Next Steps

- July 1, 2026: Draft GIP and GIA revisions posted to OASIS
- July 1, 2026 - August 12, 2026: Public comment period
- **August 20, 2026: Informational presentation at Power Committee**
- September 3, 2026: Final Proposed GIP and GIA revisions posted to OASIS
- September 22, 2026: Request for a recommendation of approval at Power Committee
- October 5, 2026: Request for approval at SRP Board
- November 2, 2026: Effective Date of the 2026 Revised GIP/GIA

thank you!

MEMORANDUM

August 3, 2026

TO: PSExecOps

FROM: Nate Tate, Director – Transmission Planning, Strategy and Development

SUBJECT: Proposed Open Access Transmission Tariff Revisions (Informational – Open Session)

In supplementing the Board Agenda Item, the attached items are being provided ahead of the approval request to make changes to the Open Access Transmission Tariff (OATT). These documents are pre-read material that includes summary of changes and the red-lined proposed changes to the Generator Interconnection Procedures and the Generator Interconnection Agreement that is found within the OATT.

- 2026 Summary of GIP Revisions
- Generator_Interconnection_Procedures_for_Posting_07-01-2026
- Generator_Interconnection_Agreement_for_Posting_07-01-2026

Summary of Interconnection Reforms

The following list outlines SRP's proposed changes to the Generator Interconnection Procedures:

- GIP Section 3.5
    - Revising the interconnection readiness Milestone Payments by removing Point of Interconnection costs, so that readiness Milestone Payment 2 will be based on Network Upgrade costs only.
- GIP Section 3.9
    - Clarifying the distribution of withdrawal penalty revenues to offset the cost of materially impacted interconnection customer Network Upgrade(s) for which the withdrawn interconnection customer has cost responsibility.
    - Providing penalty-free withdrawals for interconnection customers if certain Cluster System Impact Study Re-Study or Network Upgrade Facility Study costs increase by a certain percentage.
- GIP Section 4
    - Clarifying payment reconciliation and the timing of reimbursements for interconnection customers when estimated costs, which are the basis for the readiness Milestone Payments, exceed actual costs identified later in the study process.
- GIP Section 5
    - Updating what a Material Modification is as it relates to an interconnection customer's request to change their requested Point of Interconnection.
- GIP Section 8.4
    - Adding an Electromagnetic Transient (EMT) Study to the interconnection process to analyze Transmission System performance, design protection systems to prevent equipment damage and determine component ratings and conditions that will withstand transient conditions for inverter-based resources, high-voltage direct current flexible AC transmission systems, and synchronous generators.
- General Updates:
    - Adding references to the Cluster Network Upgrade Funding Agreement, which provides for the collection of funds necessary for engineering and procurement of long lead time items and construction.
    - Revising how Interconnection Customers may demonstrate Commercial Readiness.
    - Clarifying that the failure to cure deficiencies will result in Interconnection Request withdrawal.
    - Revising timelines related to Interconnection Studies, Re-Studies, and study reports.

Salt River Project Agricultural Improvement and Power District

~~Standard~~ Generator Interconnection Procedures (GIP)

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Section 1 Definitions.

Capitalized terms in this GIP shall have the meaning set forth herein or in Part I of the Tariff. Where meanings conflict, the meaning herein shall prevail.

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.

Application Fee shall mean a non-refundable payment of five thousand dollars ($5,000).

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 Standards shall mean the North American Electric Reliability Corporation (NERC) mandatory reliability standards, the Western Electric Coordinating Council (WECC) regional criteria and the Balancing Authority procedures and requirements.

Balancing Authority shall mean, as such definition may be amended from time to time by NERC, the responsible entity that integrates resource plans ahead of time, maintains load interchange-generation balancing within a Balancing Authority Area, and supports interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load resource balance within this area as such definition may be amended from time to time by NERC.

Base Case shall mean the base case power flow, short circuit, and stability ~~data bases~~databases 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 GIA.

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

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 deadline falls on a Saturday, Sunday, or federal holiday, the time period is extended to the next Business Day.

Cluster shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting the Cluster System Impact Study and Network Upgrade(s) Facilities Study.

Cluster Network Upgrade Funding Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead time items and construction necessary for Network Upgrades.

Cluster Request Window shall mean the time period set forth in Section 3.2 of this GIP.

Cluster System Impact Study shall mean a study that evaluates the impact of the proposed interconnections in a Cluster Request Window on the safety and reliability of Transmission Provider's Transmission System and, if applicable, an Affected System. The Cluster System Impact Study shall identify and detail the system impacts that would result if the Generating Facilities within the Cluster ~~Request Window~~ were interconnected without project modifications and/or system modifications and focusing on the Adverse System Impacts ~~or to study~~. The Cluster System Impact Study may evaluate potential impacts, including but not limited to those identified in the Scoping Meeting as described in this GIP.

Cluster System Impact Study Agreement shall mean the form of agreement contained in Appendix 3.1 to this GIP for conducting the Cluster 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 GIA.

Commercial Readiness Demonstration shall have the meaning set forth in ~~Section 3.3.1(vii)~~Section 3.3.1(viii) of this GIP and in SRP's Business Practices posted on OASIS.

Commercial Readiness Milestone shall mean payments to Transmission Provider throughout the Interconnection Study process as set forth in Section 3.5 of this GIP and in SRP's Business Practices posted on OASIS.

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. Confidential Information shall also include Critical Energy/Electric Infrastructure Information.

Contingent Facilities shall mean those unbuilt Interconnection Facilities, Shared Network Upgrade(s) and Network Upgrade(s) upon which the Interconnection ~~Request's~~Request 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, Shared Network Upgrade(s) or Network Upgrade(s) and/or costs and timing.

Critical Energy/Electric Infrastructure Information (CEII) shall mean specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (a) relates details about the production, generation, transportation, transmission, or distribution of energy; (b) could be useful to a person in planning an attack on critical infrastructure; (c) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. § 552; and (d) does not simply give the general location of the critical infrastructure.

Customer Engagement Window shall mean the time period set forth in Section 3.4 of this GIP.

Decision Point I shall mean the period beginning when the Transmission Provider tenders the Cluster System Impact Study report to the Interconnection Customer, including cost estimates for upgrades and concluding fifteen (15) Calendar Days after the Cluster System Impact Study report review meeting.

Decision Point II shall mean the period beginning when the Transmission Provider tenders the Network Upgrade(s) Facilities Study report to Interconnection Customer, including costs estimates for upgrades, and concluding fifteen (15) Calendar Days after the Network Upgrade(s) Facilities Study report review meeting.

Deposit in Lieu of Commercial Readiness as explained further in SRP's Business Practice posted on OASIS, shall mean a deposit of cash or an irrevocable letter of credit in the amount of seventy-five thousand dollars ($75,000) per MW of requested Generating Facility Capacity not to exceed seven million five hundred thousand dollars ($7,500,000). ~~The Deposit in Lieu of Commercial Readiness will be applied toward future construction costs and Network Upgrade(s). If Interconnection Customer withdraws or is withdrawn pursuant to Section 3.9.1 of this GIP, the Deposit in Lieu of Commercial Readiness will be held as collateral until Interconnection Customer pays its Withdrawal Penalty.~~

Deposit in Lieu of Site Control as explained further in SRP's Business Practice posted on OASIS, shall mean a deposit of cash or an irrevocable letter of credit in the amount of five hundred thousand dollars ($500,000) that Interconnection Customers can pay if the Interconnection Customer is unable to demonstrate Site Control due to regulatory limitations. The Deposit in Lieu of Site Control will be applied toward future construction costs and Network Upgrade(s).

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

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 Upgrade(s) 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. Distribution Upgrade(s) do not include Interconnection Facilities.

Effective Date shall mean the date on which the GIA becomes effective upon execution by all Parties.

Effective Date of GIP shall mean the date of SRP Board approval of the GIP reform as published on SRP's OASIS.

Electric Storage Resource shall mean a resource capable of receiving electric energy from the grid or onsite generation and storing it for later injection of electric energy back to the grid.

Electromagnetic Transient (EMT) Study is a dynamic simulation of a power system that models the electromagnetic transient behavior of inverter-based resources (IBRs) and other dynamic devices under a range of operating and fault conditions.

Electromagnetic Transient (EMT) Study Agreement shall mean the form of agreement contained in Appendix 3.7 to this GIP for conducting the Electromagnetic Transient Study.

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 Interconnection Customer is not obligated by the GIA to possess black start capability.

Engineering, Procurement, and Construction Agreement (EPC) shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead time items and construction necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws and 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 GIA.

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 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 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 at the Point of Interconnection where it includes multiple energy production devices.

Generating Facility Modification shall mean modification to the 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 and/or storage devices at the same Point of Interconnection as those being decommissioned and disconnected. The replacement facility may be of a different fuel type or a combination of different fuel types, but in no case shall increase the total aggregate authorized MW level stated in the interconnection agreement or, if the Existing Generating Facility does not have a GIA, the authorized nameplate MW rating capacity of the Existing Generating Facility.

Generator Replacement Coordinator shall mean the independent entity selected pursuant to the terms of Appendix 4 to this GIP.

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 set forth in Section 3.11.7 of this GIP.

Generator Replacement Study Agreement shall mean the form of agreement contained in Appendix 3.6 to this GIP for conducting the Generator Replacement Study.

GIA shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility that is included in the Transmission Provider's Tariff.

GIP shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Transmission Provider's Tariff.

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, including those practices as required by the Federal Power Act section 215(a)(4).

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 a Party, its respective facilities, or the respective services it provides, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power.

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 Transmission Provider's Interconnection Facilities will be energized and backfeed power will be available to Interconnection Customer.

Interconnection Customer shall mean an entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, or representative of an Existing Generating Facility, that proposes to interconnect its Generating Facility or Replacement 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 GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean Transmission Provider's Interconnection Facilities and ~~the~~ Interconnection Customer's Interconnection Facilities.

Interconnection Facilities Study(ies) shall mean a study conducted by the Transmission Provider or its third-party consultant to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrade(s) 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 set forth in Section 8 of this GIP.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to this GIP, 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, or to a Replacement 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 the Transmission Provider to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Transmission Provider's Tariff. Interconnection Service does not convey transmission service.

Interconnection Study shall mean any of the following studies: the Cluster System Impact Study, the Generator Replacement Interconnection Facilities Study, the Interconnection System Impact Study, the Network Upgrade(s) Facilities Study, the Point of Interconnection Facilities Study, the Reliability Assessment Study, the Replacement Impact Study, the Transitional Facilities Study, the Electromagnetic Transient (EMT) Study, and the Transitional System Impact Study described in this GIP and in SRP's Business Practices posted on OASIS.

Interconnection System Impact Study shall mean an engineering study completed prior to the Effective Date of this GIP 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 will identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts or to study potential impacts, including but not limited to those identified in the Scoping Meeting.

Inverter-Based Resource shall mean any technology that requires an inverter to convert direct current (DC) electricity into alternating current (AC) electricity and is directly connected to the bulk power system. An Inverter-Based Resource may be a Generating Facility and/or Electric Storage Resource.

Joint Participation Project shall mean those transmission facilities that SRP has an ownership interest in with other entities.

Load-Serving Entity shall mean any entity who secures energy and Transmission Service (and related interconnection operations services) to serve the electrical demand and energy requirements of its end-use customers.

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 GIA 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 impact on the cost or timing of any other Interconnection Request in a later or equal Cluster; or (2) a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generation Replacement, and that has a material impact on the Transmission System, as compared to the impacts of the Existing Generating Facility prior to the modification or replacement. The evaluation may consist of various analyses, including but not limited to, power flow, transient and post-transient stability, power factor, and a short circuit analysis.

Maximum Capacity shall mean the maximum megawatt capacity that the Generating Facility will generate at the Point of Interconnection as verified by the Transmission Provider.

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

Network Upgrade(s) 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 Generating Facility to the Transmission Provider's Transmission System.

Network Upgrade(s) Facilities Study shall mean a study conducted by Transmission Provider or its third-party consultant to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrade(s) as identified in the Cluster System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with Transmission Provider's Transmission System. The scope of the study is set forth in ~~Section 8~~Section 8 of this GIP.

Network Upgrade(s) Facilities Study Agreement shall mean the form of agreement contained in Appendix 3.3 of this GIP for conducting the Network Upgrade(s) Facilities Study.

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

Open Access Same-Time Information System (OASIS) shall mean the information system posted on the internet as maintained by the Transmission Provider.

Operating Agent shall mean SRP acting on behalf of itself and the participants of a Joint Participation Project.

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

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the GIA, 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 GIA, where the Interconnection Facilities connect to Transmission Provider's Transmission System.

Point of Interconnection Facilities Study shall mean an interconnection study, done in parallel with the Cluster System Impact Study, that will determine the estimated cost and time to construct Transmission Provider's Interconnection Facilities. The Point of Interconnection Facilities Study is set forth in Section 8 of this GIP.

Point of Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 3.2 of this GIP for conducting the Point of Interconnection Facilities Study.

Point of Interconnection Costs are defined as those costs of Transmission Provider's Interconnection Facilities and any common facilities use fee(s).

Pre-Study Period shall mean the time period set forth in Section 3.4.1 of this GIP.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other Interconnection Requests, that is established ~~based upon the date and time of an Interconnection Request and is validated~~ in accordance with ~~Section 3~~Section 5 of this GIP.

Readiness Milestone 0 (M0) shall mean a payment of cash by Interconnection Customer to Transmission Provider for the Application Fee, and Study Deposit as provided for in this GIP and in SRP's Business Practices posted on OASIS.

Readiness Milestone 1 (M1) as provided for in this GIP and in SRP's Business Practices posted on OASIS, shall mean a payment of cash or an irrevocable letter of credit by Interconnection Customer to Transmission Provider in an amount equal to thirty percent (30%) of the cost allocation for the costs of the Network Upgrade(s)~~, and the Point of Interconnection costs~~ as estimated in the Cluster System Impact Study ~~and Point of Interconnection Facilities Study~~report. M1 payments may be zero (0) but cannot be a negative number.

Readiness Milestone 2 (M2) as provided for in this GIP and in SRP's Business Practices posted on OASIS, shall mean a payment of cash or an irrevocable letter of credit by Interconnection Customer to Transmission Provider in an amount equal to sixty percent (60%) of the cost allocation for the costs of the Network Upgrade(s) ~~and Point of Interconnection costs~~as estimated in the Network Upgrade(s) Facilities Study report to the extent not already paid in M1. M2 payments may be zero (0) but cannot be a negative number.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this GIP or the GIA, 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 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 Point of Interconnection pursuant to Section 3.11 of this GIP.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generation Replacement on the reliability of the Transmission System.

Requested In-Service Date shall mean the Interconnection Customer's requested In-Service Date.

Requested Initial Synchronization Date shall mean the Interconnection Customer's requested Initial Synchronization Date.

Requested Maximum Capacity shall mean the Interconnection Customer's requested total Maximum Capacity at the Point of the Interconnection.

Re-Study(ies) shall mean the partial or complete reassessment of an Interconnection Study. The results of a Re-Study(ies) supersede and replace in whole or in part the results of the preceding Interconnection Study but do not change the M1 or M2 payments.

Security Deposit shall mean a payment of cash or an irrevocable letter of credit by Interconnection Customer to Transmission Provider in the amount of one hundred thousand dollars ($100,000) in accordance with this GIP and SRP's Business Practices posted on OASIS.

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

Seven Year Queue Limit shall mean that date seven (7) years from the Interconnection Customer's Queue Position date, upon which the Generating Facility is fixed at its Maximum Capacity or the then-current amount of capacity.

Shared Network Upgrade(s) shall mean a Network Upgrade that has been assigned to an Interconnection Customer(s) and is subsequently identified as necessary to accommodate the interconnection of the Generating Facility of an Interconnection Customer(s) in a later Cluster and meets the requirements pursuant to the process outlined in this GIP and SRP's Business Practice(s).

Site Control shall mean the land right to develop, construct, operate and maintain the Generating Facility, in accordance with this GIP and SRP's Business Practice posted on OASIS.

SRP Board shall mean the SRP District Board of Directors.

SRP's Business Practice(s) shall mean one or more business practices of SRP as posted on SRP's OASIS.

Stand Alone Network Upgrade(s) shall mean Network Upgrade(s) 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 Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrade(s) and identify them in Appendix A to the GIA. If Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade(s), Transmission Provider must provide Interconnection Customer a written technical explanation outlining why Transmission Provider does not consider the Network Upgrade(s) to be a Stand Alone Network Upgrade(s) within fifteen (15) Business Days of its determination.

Study Deposit as provided for in this GIP and in SRP's Business Practices posted on OASIS shall mean a seventy-five thousand dollar ($75,000) payment, plus a one thousand dollar ($1,000) per MW of requested Generating Facility Capacity payment. The Study Deposit shall not exceed two hundred fifty thousand dollars ($250,000). The Study Deposit is refundable, less any expended amounts, unless Interconnection Customer withdraws or is withdrawn pursuant to this GIP.

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

Tariff shall mean the SRP open access transmission tariff as amended or modified from time to time.

Transitional Facilities Study shall mean a study to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrade(s)), the cost of those facilities, and the time required to interconnect the Generating Facility with Transmission Provider's Transmission System. The scope of the study is set forth in Section 6.3.2 of this GIP.

Transitional Facilities Study Agreement shall mean the form of agreement contained in Appendix 3.5 of this GIP for conducting the Transitional Facilities Study.

Transition Process shall mean the process provided in Section 6 of this GIP for Interconnection Requests submitted before the Effective Date of the GIP.

Transitional System Impact Study shall mean an Interconnection Study evaluating the impact of the proposed interconnection on the safety and reliability of Transmission Provider's Transmission System and, if applicable, an Affected System, as set forth in Section 6.2 of this GIP.

Transitional System Impact Study Agreement shall mean the form of agreement contained in Appendix 3.4 of this GIP for conducting the Transitional System Impact Study.

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 GIA to the extent necessary.

Transmission Provider shall mean the 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 Transmission Owner when Transmission Owner is separate from Transmission Provider. Transmission Provider should also be read to include the Operating Agent on behalf of the Participation Project.

Transmission Provider's Interconnection Facilities **(TPIF)** shall mean all facilities and equipment owned, controlled, or operated by Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the GIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities shall not include Distribution Upgrade(s), Stand Alone Network Upgrade(s) or Network Upgrade(s).

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 the Commercial Operation Date.

WECC is the Western Electric Coordinating Council or its successor organization.

Withdrawal Penalty shall mean the penalty assessed by Transmission Provider to an Interconnection Customer that chooses to withdraw from the queue or does not otherwise reach ~~commercial operation~~Commercial Operation. The calculation of the Withdrawal Penalty is set forth in Section 3.9.1 of this GIP.

Section 2 Scope and Application.

2.1 Application of the GIP.

~~Section 2 through Section 12 apply~~This GIP applies to processing an Interconnection Request pertaining to a 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. See SRP's Business Practice posted on OASIS ~~to request~~for additional information regarding the interconnection process.

A request for a Replacement Generating Facility shall be evaluated pursuant to Section 3.11 of this GIP.

A request for Generating Facility Modification for an Existing Generating Facility must be submitted to and coordinated with Transmission Provider to allow Transmission Provider to determine whether the proposed modification constitutes a Material Modification. If 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 3.3 of this GIP 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.

See SRP's Business Practice posted on OASIS to request additional information regarding the interconnection process.

2.2 Comparability.

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this GIP. Transmission Provider will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, regardless of whether the Generating ~~Facilities are~~Facility is 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 ~~Section 12.1~~Section 13.1 of this GIP. 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/Electric Infrastructure Information in the Base Case data.

Such databases and lists, hereinafter referred to as Base Cases, shall include all: (i) generation projects; and (ii) 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 GIP 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.

As further specified in SRP's Business Practices posted on OASIS, Interconnection Customer shall submit an Interconnection Request to Transmission Provider in the form of Appendix 1 to this GIP and satisfy M0.

Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two separate Interconnection Requests. Interconnection Customer must satisfy M0 as required in ~~Section 3.3.1(iv)~~Section 3.3.1(v) for each Interconnection Request even when more than one Interconnection Request is submitted for a single site. M0 is the payment of the following expenses: (i) Application Fee of five thousand dollars ($5,000); and (ii) the Study Deposit of seventy-five thousand dollars ($75,000), plus one thousand dollars ($1,000) per MW of requested Generating Facility Capacity not to exceed two hundred fifty thousand dollars ($250,000).

In accordance with Appendix 1 to this GIP, M0 shall be made by wire transfer of immediately available funds. The Study Deposit portion of M0 shall be applied toward all administrative and study work associated with the Interconnection Request.

~~At Interconnection Customer's option, Interconnection Customer may identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate with Transmission Provider and attempt to eliminate alternatives in a reasonable fashion given the resources and information available.~~

~~Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than five (5) Calendar Days after the Scoping Meeting. During the Interconnection Study process, Transmission Provider may make reasonable changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection and for improving reliability, lowering costs, or accommodating and ensuring reliable load service. Transmission Provider shall notify~~

~~Interconnection Customers in writing of any intended changes to the requested Point of Interconnection and the Point of Interconnection shall only change upon mutual agreement, such agreement will not be unreasonably withheld.~~

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 determining the necessary Interconnection Facilities, Network Upgrade(s), Shared Network Upgrade(s), and associated costs, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the Transmission System, with the additional study costs borne by the Interconnection Customer. If after the additional studies are completed, Transmission Provider determines that additional Network Upgrade(s) are necessary, then Transmission Provider must: (1) specify which additional Network Upgrade(s) costs are based on which studies; and (2) provide a detailed explanation of why the additional Network Upgrade(s) are necessary. Any Interconnection Facilities and/or Network Upgrade(s) 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 8 of the GIA. The necessary control technologies and protection systems shall be established in Appendix C of the GIA.

3.2 Cluster Request Window.

Transmission Provider will accept Interconnection Requests during a twenty (20) Calendar Day period (the Cluster Request Window). The initial Cluster Request Window shall open for Interconnection Requests beginning January 15, 2024, following commencement of the Transition Process set out in Section 6 of this GIP. Successive Cluster Request Windows shall open annually every January 15 ~~(or the following Business Day if January 15 falls on Saturday, Sunday or a federal holiday)~~ and close twenty (20) Calendar Days thereafter ~~(or the following Business Day if twenty (20) days after the Cluster Request Window open date falls on a Saturday, Sunday, or federal holiday)~~. Prior to the opening of the Cluster Request Window, Transmission Provider may offer a public informational workshop to provide information regarding the interconnection process including, but not limited to, Interconnection Request requirements, Commercial Readiness Milestone(s), and deposits.

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

An Interconnection Customer seeking to join a Cluster shall submit its Interconnection Request to Transmission Provider within, and no later than, 11:59 p.m. MST on the close of the Cluster Request Window. To initiate a valid Interconnection Request, and for each Interconnection Request submitted to Transmission Provider, Interconnection Customer must submit all of the following ~~for its proposed Generating Facility~~information:

(i) A completed Interconnection Request Form for a Generating Facility in the form of Appendix 1 to this GIP~~, including, but not limited to, the following information:~~;

- ~~Generating Facility size (MW) (and requested Interconnection Service amount if the requested Interconnection Service is less than the Generating Facility Capacity);~~

- ~~If applicable: (1) the requested operating assumptions, such as charge and discharge parameters, to be used by Transmission Provider that reflect the proposed operation of the Electric Storage Resource or co-located resource containing an Electric Storage Resource (including a hybrid resource); and (2) a description of any control technologies (software and/or hardware) that will limit the operation of the Electric Storage Resource or a co-located resource containing an Electric Storage Resource (including a hybrid resource) to its intended operation;~~

- ~~A Point of Interconnection;~~

(ii) An executed Cluster System Impact Study Agreement in the form of Appendix 3.1 to this GIP;

(iii) An executed Point of Interconnection Facilities Study Agreement in the form of Appendix 3.2 to this GIP;

(iv) An executed Interconnection Electromagnetic Transient Study Agreement in the form of Appendix 3.7 to this GIP.

(v) ~~(iv)~~ M0;

(vi) ~~(v)~~ Demonstration of Site Control for the Generating Facility as specified in SRP's Business Practice posted on OASIS. In the event that regulatory limitations prevent Interconnection Customer from obtaining Site Control, Interconnection Customer must provide: (1) a signed declaration from an officer of the company with power to bind the Interconnection Customer indicating that Site Control is unobtainable due to regulatory limitations; (2) documentation sufficiently describing and explaining the source and effects of such regulatory limitations, including a description of any conditions that must be met to satisfy regulatory requirements and the anticipated time by which Interconnection Customer expects to satisfy the regulatory requirements; and (3) a Deposit in Lieu of Site Control.

An Interconnection Customer that submits a Deposit in Lieu of Site Control must either demonstrate one hundred percent (100%) Site Control for its Generating Facility by Decision Point II or pay one hundred percent (100%) of Interconnection Customer's costs identified in the Cluster System Impact Study report, Network Upgrade(s) Facilities Study report and Point of Interconnection Facilities Study report by Decision Point II, as identified in SRP's Business Practice posted on OASIS. If Interconnection Customer does not demonstrate one hundred percent (100%) Site Control for its

Generating Facility by Decision Point II or pay one hundred percent (100%) of Interconnection Customer's costs identified in the Cluster System Impact Study report, Network Upgrade(s) Facilities Study report and Point of Interconnection Facilities Study report by Decision Point II, its Interconnection Request will be deemed withdrawn, pursuant to Section 3.9 of this GIP.

(vii) ~~(vi)~~ A Security Deposit of one hundred thousand dollars ($100,000) in the form of cash or an irrevocable letter of credit. If an Interconnection Customer provides a Deposit in Lieu of Commercial Readiness, then the Deposit in Lieu of Commercial Readiness will be used to satisfy the Security Deposit.

(viii) ~~(vii)~~ As further specified in SRP's Business Practice posted on OASIS, one of the following Commercial Readiness Demonstration options, accounting for the Requested Maximum Capacity Interconnection Service in the Interconnection Request:

- **Option 1**: Executed contract binding upon the parties for the sale of: (1) the constructed Generating Facility to a Load-Serving Entity or to a commercial, industrial, or other large end-use customer; (2) the Generating Facility's energy where the term of sale is not less than five (5) years; or (3) 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; or

- **Option 2**: Reasonable evidence ~~(i.e., bid security held by a Load-Serving Entity)~~ that the Generating Facility has been selected in a resource plan ~~or resource solicitation process~~ by or for a Load-Serving Entity, is being developed by a Load-Serving Entity, or is being developed for purposes of a sale to a non-Affiliate, commercial, industrial, or other large end-use customer.

If Interconnection Customer is unable to satisfy one of the preceding Commercial Readiness Demonstration options, Interconnection Customer shall provide a Deposit in Lieu of Commercial Readiness. If Interconnection Customer obtains Commercial Readiness after making the Deposit in Lieu of Commercial Readiness, the Deposit will be released less the Security Deposit and any Readiness Milestone payments.

(ix) ~~(viii)~~ An executed Non-disclosure Agreement in the form of Appendix 2 or a written request to use an existing data sharing agreement between Interconnection Customer and Transmission Provider; and

(x) ~~(ix)~~ Written confirmation that the Interconnection Customer is authorized to transact business.

~~Interconnection Customer shall promptly inform Transmission Provider of any material change to Interconnection Customer's demonstration of Site Control under Section 3.3.1(v) of this GIP or its satisfaction of a Commercial Readiness Demonstration as selected under Section 3.3.1(vii) of this GIP. If Transmission~~

~~Provider determines, based on Interconnection Customer's information, that Interconnection Customer no longer satisfies Site Control or a Commercial Readiness Demonstration, Transmission Provider shall give Interconnection Customer ten (10) Business Days to demonstrate the applicable requirement to Transmission Provider's satisfaction. Absent such demonstration, Transmission Provider will deem the subject Interconnection Request withdrawn pursuant to Section 3.9 of this GIP.~~

~~If Interconnection Customer initially satisfied the Commercial Readiness Demonstration requirement and no longer meets one of the Commercial Readiness Demonstration options under Section 3.3.1(vii) later in the interconnection process, the Interconnection Customer shall provide a Deposit in Lieu of Commercial Readiness or its Interconnection Request shall be deemed withdrawn pursuant to Section 3.9 of this GIP.~~

3.3.2 Seven Year Queue Limit.

The Commercial Operation Date for either a new Generating Facility or an increase in the Maximum Capacity of an Existing Generating Facility shall not exceed the Seven Year Queue Limit. The Commercial Operation Date may be extended up to ten (10) years provided Interconnection Customer demonstrates to Transmission Provider's reasonable satisfaction that engineering, permitting and construction of the Generating Facility or increase in capacity of the Existing Generating Facility will take longer than seven (7) years. The Commercial Operation Date may succeed the date the Interconnection Request is received by Transmission Provider by more than ten (10) years only upon agreement between Interconnection Customer and Transmission Provider.

3.3.3 Acknowledgment of Interconnection Request.

Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request.

3.3.4 Deficiencies in Interconnection Request Prior to Queue Position Assignment.

An Interconnection Request is not a valid request until ~~all items in Section 3.3.1 have been received and~~ Transmission Provider provides written notice to Interconnection Customer stating that the Interconnection Request is a valid request. Transmission Provider will review an Interconnection Request and inform Interconnection Customer whether the request is valid or invalid no later than ~~within~~ five (5) Business Days of receipt of the initial Interconnection Request.

If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1 of this GIP, Transmission Provider shall notify Interconnection Customer no later than within five (5) Business Days of the close of the Cluster 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 five (5) Business Days after receipt of such notice. In the event that Interconnection Customer fails to comply with this Section 3.3.4, Transmission

Provider shall reject the Interconnection Request without a cure period. For rejected Interconnection Requests, the Interconnection Request Application Fee is will be non-refundable and the Security Deposit and Study Deposit shall be returned to Interconnection Request customer.

3.3.5 Deficiencies in Modeling Data.

~~At~~If at any time~~, if~~ after the Interconnection Request is deemed valid, Transmission Provider identifies that the technical data required under Section 3.3.1 of this GIP (including Generating Facility modeling data) provided by Interconnection Customer is incomplete or contains errors, Interconnection Customer and Transmission Provider shall work expeditiously and in good faith to remedy such technical and/or modeling data issues but not longer than five (5) Business Days. Failure by Interconnection Customer to comply with this ~~Section 3.3.4~~Section 3.3.5 shall be treated in accordance with Section 3.9 of this GIP.

3.4 Customer Engagement Window.

3.4.1 Pre-Study Period.

During the Customer Engagement Window (January to April of each year), and upon the close of each Cluster Request Window, Transmission Provider will open a sixty (60) Calendar Day period (the “Pre-Study Period,” which ends upon the execution of a Cluster System Impact Study Agreement by Transmission Provider). During the Pre-Study Period, Transmission Provider will hold a Scoping Meeting with all interested Interconnection Customers. Notwithstanding the preceding requirements and upon written consent of all Interconnection Customers within a Cluster, Transmission Provider may shorten the Pre-Study Period and Customer Engagement Window and begin the Cluster System Impact Study and Point of Interconnection Facilities Study. During the Customer Engagement Window, Transmission Provider will provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the studies.

3.4.2 Scoping Meeting.

During the Customer Engagement Window, Transmission Provider will host an open Scoping Meeting for all valid Interconnection Request(s) received in the Cluster 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, and to analyze such information. In addition, an Interconnection Customer’s request to evaluate whether advanced power flow control, transmission switching, dynamic line ratings, static synchronous compensators, static VAR compensators, and/or electric storage providing a transmission service that could provide cost and/or time savings for Interconnection Customer must be submitted by the Scoping Meeting. Transmission Provider and Interconnection Customer will bring to the Scoping 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 Scoping Meeting personnel and other resources as may be reasonably required to accomplish the purpose of the Scoping Meeting in the time allocated for the meeting. Based on the Scoping Meeting, Interconnection Customer shall designate its Point of Interconnection and one alternative Point of Interconnection. Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall request, in writing to the Transmission Provider, one (1) Point of Interconnection that will be studied. For the Point of Interconnection at a substation, the Interconnection Customer shall specify the substation name and voltage level. For the Point of Interconnection on a transmission line, the Interconnection Customer shall specify the transmission line name, voltage level, and GPS coordinates in decimal format.

At Interconnection Customer's option, Interconnection Customer may identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate with Transmission Provider and attempt to eliminate alternatives in a reasonable fashion given the resources and information available.

Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than five (5) Calendar Days after the Scoping Meeting. During the Interconnection Study process, Transmission Provider may make reasonable changes to the requested Point of Interconnection to facilitate efficient interconnection of Interconnection Customers at common Point(s) of Interconnection and for improving reliability, lowering costs, or accommodating and ensuring reliable load service. Transmission Provider shall notify Interconnection Customers in writing of any intended changes to the requested Point of Interconnection and the Point of Interconnection shall only change upon mutual agreement, such agreement will not be unreasonably withheld.

3.4.3 Study.

Following the Customer Engagement Window, Transmission Provider shall initiate the Cluster System Impact Study and Point of Interconnection Facilities Study described in more detail in Section 7 and Section 8 of this GIP.

3.5 Readiness Milestones.

Satisfaction of the Readiness Milestones is required throughout the Interconnection Study process to demonstrate the readiness of Interconnection Customer to develop the Generating Facility. Satisfaction of M0 is required at the time Interconnection Customer submits an Interconnection Request. M1 is due by the end of Decision Point I. M2 is due by the end of Decision Point II. ~~Notwithstanding the foregoing, if Interconnection Customer’s Readiness Milestone payment will exceed five million dollars ($5,000,000), Interconnection Customer may pay five million dollars ($5,000,000) cash or provide a letter of credit for five million dollars ($5,000,000) and pay the remainder of the Readiness Milestone fifteen (15) Calendar Days after Decision Point I or Decision Point II end, respectively.~~

M0 is a ~~payment of~~ cash payment provided by Interconnection Customer to Transmission Provider for: (i) an Application Fee of five thousand dollars ($5,000); and (ii) a Study Deposit consisting of seventy-five thousand dollars ($75,000), plus one thousand dollars ($1,000) per MW of requested Generating Facility Capacity. The Study Deposit shall not exceed two hundred fifty thousand dollars ($250,000).

M1 is a cash payment ~~of cash~~ or an irrevocable letter of credit provided by Interconnection Customer to Transmission Provider in an amount equal to thirty percent (30%) of the estimated cost allocation identified in the Cluster System Impact Study report ~~plus thirty percent (30%) of the estimated cost allocation identified in the Point of Interconnection Facilities Study report~~for Network Upgrades. M1 payments may be zero (0) but may not be a negative number.

M2 is a cash payment ~~of cash~~ or an irrevocable letter of credit provided by Interconnection Customer to Transmission Provider in an amount equal to sixty percent (60%) of the cost allocation for the costs of the Network Upgrade(s) ~~and Point of Interconnection costs~~ to the extent not already paid in M1. ~~M2 payments may be zero (0) but may not be a negative number.~~

M1 and M2 payments will not be used to satisfy Interconnection Customer's payment responsibilities under the Network Upgrade(s) Funding Agreement, but payments under the Network Upgrade(s) Funding Agreement may offset or reduce M1 and M2.

3.5.1 Application of Deposit in Lieu of Commercial Readiness.

A Deposit in Lieu of Commercial Readiness may be used to satisfy the Readiness Milestones of this Section 3.5.1 unless the Interconnection Customer that has provided a Deposit in Lieu of Commercial Readiness elects to pay M1 and M2 with cash. An Interconnection Customer that fails to timely satisfy a Readiness Milestone requirement will have its Interconnection Request deemed withdrawn from the Cluster as described in Section 3.9 of this GIP. If a project withdraws or is deemed withdrawn, M1 and M2 payments are subject to Withdrawal Penalties pursuant to Section 3.9 of this GIP.

3.6 Utilization of Surplus Interconnection Service.

Transmission Provider will allow 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.

3.6.1 Surplus Interconnection Service Requests.

Surplus Interconnection Service requests may be made by Interconnection Customer whose Existing Generating Facility or one of its Affiliates' Existing Generating Facility is already interconnected. Surplus Interconnection Service requests also may be made by another Interconnection Customer.

Transmission Provider will evaluate 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 Cluster 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 necessary additional Interconnection Facilities and/or Network Upgrade(s).

3.7 OASIS Posting.

3.7.1 List of Interconnection Requests.

Transmission Provider will maintain on its OASIS a list of all Interconnection Requests. The list will identify~~,~~ for each Interconnection Request: (i) Requested Maximum Capacity for Summer and Winter; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) Commercial Operation Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the date of the Queue Position as described in ~~Section 5.1~~Section 5.1; (vii) the availability of any studies related to the Interconnection Request; (viii) the type of Generating Facility to be constructed (combined-cycle, base load or combustion turbine and fuel type); and (ix) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, Transmission Provider will not disclose the identity of Interconnection Customer. 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 any known deviations in the Commercial Operation Date.

3.7.2 List of Generation Replacement Requests.

In addition, a separate list will be posted for Generation Replacement requests. Transmission Provider will post the planned date of cessation of operation for the Existing Generating Facility or actual date if the Existing Generating Facility has ceased commercial operations, and the expected Commercial Operation Date of the Replacement Generating Facility.

3.8 Affected Systems.

3.8.1 Coordination with Affected Systems.

As further specified in SRP's Business Practice posted on OASIS, 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 GIP. ~~Transmission Provider will invite such~~ Affected System Operators ~~in all~~may attend meetings held with Interconnection Customer as required by this GIP. Interconnection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

3.8.2 Transmission Provider as Affected System.

When the Transmission Provider is an Affected System it will 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 Transmission Provider's Transmission System.

3.9 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 GIP, Transmission Provider will ~~deem the Interconnection Request to be withdrawn and will~~ provide written notice to Interconnection Customer of the ~~deemed withdrawal~~deficiency and an explanation of the reasons for such ~~deemed withdrawal~~deficiency. 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 as provided in ~~Section 12.5.5~~Section 13.5.5 of this GIP.

If Interconnection Customer does not cure the deficiency within fifteen (15) Business Days, then the Transmission Provider will deem the Interconnection Request to be withdrawn and provide written notice to Interconnection Customer of the withdrawal. Withdrawal shall result in the loss of Interconnection Customer's Queue Position. ~~If~~

Interconnection Customer shall promptly inform Transmission Provider of any material change to Interconnection Customer's demonstration of Site Control under Section 3.3.1(vi) of this GIP or its satisfaction of a Commercial Readiness Demonstration as selected under Section 3.3.1(viii) of this GIP. Following the Cluster Request Window, if Transmission Provider determines, based on Interconnection Customer's information, that Interconnection Customer no longer satisfies Site Control or a Commercial Readiness Demonstration, Transmission Provider shall give Interconnection Customer fifteen (15) Business Days to demonstrate the applicable requirement to Transmission Provider's satisfaction. Absent such demonstration, Transmission Provider will deem the subject Interconnection Request withdrawn pursuant to Section 3.9 of this GIP.

If Interconnection Customer initially satisfied the Commercial Readiness Demonstration requirement and no longer meets one of the Commercial Readiness Demonstration options under Section 3.3.1(viii) later in the interconnection process, the Interconnection Customer shall provide a Deposit in

Lieu of Commercial Readiness or its Interconnection Request shall be deemed deficient pursuant to Section 3.9 of this GIP.

If an 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 either: (1) Transmission Provider's receipt of notice of withdrawal from Interconnection Customer; or (2) Interconnection Customer's receipt of notice from Transmission Provider that the Interconnection Request is deemed withdrawn as described in the paragraph 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 withdrawal, Transmission Provider will: (i) update the OASIS Queue Position posting; (ii) impose the Withdrawal Penalty described in Section 3.9.1 of this GIP; and (iii) refund to Interconnection Customer any of the refundable portion of Interconnection Customer's Study Deposit and Readiness Milestone payments that exceed the costs that Transmission Provider has incurred and any Withdrawal Penalties applied. In the event of withdrawal, Transmission Provider, subject to the confidentiality provisions of ~~Section 12.1~~Section 13.1, 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.

3.9.1 Withdrawal Penalty.

If an Interconnection Request is deemed withdrawn pursuant to this GIP, Transmission Provider will evaluate the impact of the withdrawal on the Interconnection Request(s) with an equal or later queue date.

A Withdrawal Penalty will be assessed against the Interconnection Customer ~~**shall be subject to a Withdrawal Penalty if it withdraws its Interconnection Request,**~~if the Interconnection ~~**Request is deemed withdrawn pursuant to this GIP, or the Generating Facility does not otherwise reach Commercial Operation, unless the**~~Request's withdrawal ~~**does not have**~~has a material impact on the overall cost or timing of any Interconnection Request(s) ~~**in**~~with an equal or later ~~**Cluster**~~queue date, as determined by Transmission Provider.

~~If Interconnection Customer withdraws its Interconnection Request, Transmission Provider will evaluate the impact of the withdrawal on the Interconnection Request(s) in an equal or later Cluster. Upon completion of Transmission Provider's evaluation and determination that the withdrawal has a material impact, Transmission Provider will invoice the Interconnection Customer that has provided letter(s) of credit a Withdrawal Penalty, and until Interconnection Customer pays the Withdrawal Penalty, Transmission Provider will hold as collateral letter(s) of credit provided by Interconnection Customer. If Interconnection Customer has~~

~~provided cash payments, Transmission Provider will apply Interconnection Customer's cash payments to the Withdrawal Penalty.~~

When required, a Re-study will be used to determine if there is a material impact because of the withdrawal. If a Re-Study is required, due to such withdrawal, the withdrawn Interconnection Customer(s) shall be responsible for the cost of the Re-Study pursuant to Section 13.3.1. Upon completion of Transmission Provider's Re-Study and determination that the withdrawal has had a material impact, a Withdrawal Penalty will be assessed.

Upon a determination of material impact~~,~~ the following Withdrawal Penalty(ies) may apply:

(i) If a valid Interconnection Request withdraws at any time, one hundred percent (100%) of the unexpended amounts of the Interconnection Customer's Study Deposit and Security Deposit will be applied; and

(ii) If a valid Interconnection Request withdraws at any time, and the Interconnection Customer provided a Deposit in Lieu of Site Control, a penalty of five hundred thousand dollars ($500,000) will be applied; and

(iii) If a valid Interconnection Request withdraws prior to the end of Decision Point I, or is deemed withdrawn for not satisfying M1, and the Interconnection Customer provided a Deposit in Lieu of Commercial Readiness, a penalty of the lesser of either four hundred thousand dollars ($400,000) or ten percent (10%) of the Deposit in Lieu of Commercial Readiness will be applied; or

(iv) If Interconnection Customer withdraws or is deemed withdrawn after Decision Point I and after satisfying M1, fifty percent (50%) of the M1 payment is non-refundable. If Interconnection Customer provided a Deposit in Lieu of Commercial Readiness the Withdrawal Penalty shall be the higher of either fifty percent (50%) of the M1 payment or twenty-five percent (25%) of the Deposit in Lieu of Commercial Readiness; or

(v) If Interconnection Customer withdraws or is deemed withdrawn after Decision Point II and after satisfying M2, one hundred percent (100%) of all ~~Milestone~~milestone payments are non-refundable. If Interconnection Customer provided a Deposit in Lieu of Commercial Readiness, the Withdrawal Penalty shall be the higher of either one hundred percent (100%) of all Readiness Milestone payments or the entire Deposit in Lieu of Commercial Readiness~~; and~~.

(vi) If Interconnection Customer withdraws or is deemed withdrawn from the Transition Process ~~the entire transitional study deposit is non-refundable.~~, then Interconnection Customer will be subject to a Withdrawal Penalty of 100% of the amounts paid under Section 6.2.1(vii)(a) or (b), unless the withdrawal does not have a material impact on the cost or timing of any Interconnection Request(s) with an equal or later queue date.

~~**3.9.2 Distribution of the Withdrawal Penalty.**~~

The Withdrawal Penalty shall not exceed the withdrawn Interconnection Customer's cost responsibility for the Network Upgrade(s).

If Interconnection Customer has provided letter(s) of credit, Transmission Provider will invoice the Interconnection Customer for the Withdrawal Penalty, and will hold as collateral the letter(s) of credit provided by Interconnection Customer until the invoice is paid.

If Interconnection Customer has provided cash payments, Transmission Provider will apply Interconnection Customer's cash payments to the Withdrawal Penalty.

Notwithstanding the foregoing, a Withdrawal Penalty ~~revenues associated with the non-refundable Deposit in Lieu of Site Control, the Deposit in Lieu of Commercial Readiness, or the~~will not be assessed against the Interconnection Customer, if prior to satisfying Readiness Milestone ~~payments shall be used to fund~~2 and after receiving the Network Upgrade~~(s) for~~ Facilities Study report, Interconnection ~~Customers in an equal or later Cluster and Point of~~Customer withdraws its Interconnection ~~costs for~~Request and the Network Upgrade costs assigned to the Interconnection ~~Customers sharing a common Point of Interconnection that were materially impacted by the withdrawal.~~ Customer identified in the Network Upgrade Facilities Study report have increased by more than one hundred percent (100%) when compared to costs identified in the most recent Cluster System Impact Study or Re-Study report.

3.9.2 Distribution of the Withdrawal Penalty.

Withdrawal Penalty revenues ~~associated with the Study Deposit and Security Deposit~~ shall be used to fund ~~studies conducted under the Cluster Study Process and shall first be applied, in the form of a bill credit, to not-yet-invoiced study costs~~the Network Upgrade(s) for Interconnection Customers ~~remaining~~with an equal or later queue date that were materially impacted by the withdrawal. ~~To the extent that such studies are fully credited,~~

Withdrawal Penalty revenues shall be applied to Network Upgrade(s) costs ~~for~~identified in the Interconnection Re-Study following a withdrawal. Withdrawal Penalty revenues shall be applied based on Interconnection Customers' cost responsibility in the Network Upgrade(s) necessary for the interconnection of Generating Facility(ies) remaining in the Queue that are materially impacted by the withdrawal, in order of the date of Queue Position~~ that are attributable to the impacts of~~, for those Network Upgrade(s) costs that the withdrawn Interconnection Customer(s) ~~that~~ shared an obligation ~~with the remaining Interconnection Customers~~ to fund~~ a Network Upgrade~~. Withdrawn Interconnection Customers shall not receive a ~~bill~~ credit associated with future Interconnection Customer Withdrawal Penalty revenues.

If ~~a~~the Withdrawal Penalty ~~is~~revenues are applied to Network Upgrade(s) costs, and those Network Upgrade(s) costs are later identified as a Shared Network

Upgrade(s), then Transmission Provider will include the withdrawn Interconnection Customer when disbursing payment of a Shared Network Upgrade(s).

~~Allocation of Withdrawal Penalty revenues within a Cluster to a specific Interconnection Customer shall be: (1) ninety percent (90%) on a pro-rata basis based on Requested Maximum Capacity included in the applicable Cluster; and (2) ten percent (10%) on a per capita basis based on the number of Interconnection Requests in the applicable Cluster.~~

~~Distribution of Withdrawal Penalty revenues to a specific Cluster study shall not exceed the total actual costs.~~ If Withdrawal Penalty revenues exceed the total actual costs, as described in ~~the first paragraph of~~ this Section 3.9.2, associated with the same Cluster or a later Cluster than the withdrawn Interconnection Request(s), those excess Withdrawal Penalty revenues will be reimbursed to the Interconnection Customer that withdrew its Interconnection Request in accordance with Section 4 of this GIP.

3.10 Interconnection Study Delays Caused By Transmission Provider.

(i) If Transmission Provider fails to complete an Interconnection Study by the applicable deadline, Interconnection Customer's Readiness Milestone payments shall be reduced according to this ~~Section 3.10~~Section 3.10. A study shall be deemed complete when the final report is tendered to Interconnection Customers.

(ii) For M1 payment reductions in accordance with this ~~Section 3.10~~Section 3.10, the reduction amount will be equal to: one thousand dollars ($1,000) per Business Day for delays of a Cluster System Impact Study fifty (50) Calendar Days beyond the applicable deadline set forth in this GIP; and one thousand dollars ($1,000) per Business Day for delays of Point of Interconnection Facilities Study ninety (90) Calendar Days beyond the applicable deadline set forth in this GIP.

(iii) For M2 payment reductions in accordance with this ~~Section 3.10~~Section 3.10, the reduction amount will be equal to: one thousand dollars ($1,000) per Business Day for delays of a Cluster System Impact Study Re-Study(ies) twenty-five (25) days beyond the applicable deadline set forth in this GIP; and one thousand dollars ($1,000) per Business Day for delays of the Network Upgrades Facility Study ninety (90) Calendar Days beyond the applicable deadline set forth in this GIP.

(iv) The total amount that an Interconnection Customer's M1 and M2 payments can be reduced under this ~~Section 3.10~~Section 3.10 shall not exceed one hundred percent (100%) of Interconnection Customer's M0 payment. In accordance with Section 5 and Section 9 of this GIP, Interconnection Customer is responsible for paying all actual costs identified in the interconnection studies, regardless of any reduction to M1 and M2, according to the Interconnection Customer's EPC Agreement.

(v) If (1) Transmission Provider needs to extend the deadline for a particular study; and (2) all Interconnection Customers included in the relevant study mutually agree to such an extension, the deadline for that study shall be extended thirty (30) Business Days from the original deadline. In such a scenario, Interconnection Customer's M1 and M2 payments will not be reduced for Transmission Provider exceeding the original deadline.

(vi) This ~~Section 3.10~~Section 3.10 will not be effective until the third Cluster cycle (including the Transition Process) after the Effective Date of this GIP (the Cluster cycle beginning in 2026).

3.11 Additional Requirements for Generation Replacement Requests.

3.11.1 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 and shall meet the Site Control and Commercial Readiness requirements as set forth in this GIP and SRP's Business Practice(s) as posted on OASIS.

(ii) The request for Generation Replacement must be submitted to Transmission Provider by the Interconnection Customer: (1) at least one (1) year prior to the date that the Existing Generating Facility is planned to cease operation; or (2) 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) 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 Interconnection Request for Interconnection Service in an amount (MW) equal to the excess pursuant to Section 3.3.1 of this GIP. 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.

(iv) 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 3.3.1 of this GIP. 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) No request for Generation Replacement may be made until twelve (12) months have elapsed from: (1) the date of any assignment of the GIA 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 GIA until such time as 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 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 3.11.8 of this GIP. For purposes of Section 3.11.8 prohibited assignments include assignments to Affiliates pursuant to the GIA, or any analogous provision in an applicable interconnection agreement.

(vi) A transfer, sale, or assignment of the Existing Generating Facility, Replacement Generating Facility, or applicable GIA that violates this Section 3.11 shall void the request for Generation Replacement.

(vii) The request for Generation Replacement must include: (1) a completed Interconnection Request Form for a Generating Facility in the form of Appendix 1 to this GIP; (2) a seventy-five thousand dollars ($75,000) study deposit; (3) demonstration of Site Control described in ~~Section 3.3.1(v)~~Section 3.3.1(vi) applicable to the Generation Replacement request; (4) one of the Commercial Readiness demonstration options described in ~~Section 3.3.1(vii)~~Section 3.3.1(viii); and (5) executed Generator Replacement Study Agreement in the form of Appendix 3.6 to this GIP. Approval of the Generator Replacement request is contingent on the results of the Generator Replacement Impact Study. Transmission Provider shall notify Interconnection Customer in writing when the Replacement Generating Facility is accepted.

3.11.2 Requirements for Modification of Generation Replacement Requests.

The request for Generation Replacement can be modified any time before the evaluation process is complete.

(i) 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.

(ii) 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. Any revised Commercial Operation Date shall be within three (3) years of the planned cessation date of the Existing Generating Facility or within four (4) years of the Existing Generation Facility in an unplanned (forced) outage per Section 3.11.1 of this GIP.

(iii) Any modification to a Replacement Generation Facility request shall meet the Site Control and Commercial Readiness requirements as set forth in this GIP.

3.11.3 Evaluation Process for Generation Replacement Requests.

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 Transmission Provider receives a complete Generation Replacement request. The Generator Replacement Coordinator 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 3.11.4 of this GIP; and (ii) a Reliability Assessment Study as set forth in Section 3.11.5 of this GIP.

The Generator Replacement Coordinator shall use Reasonable Efforts to complete the Replacement Impact Study and Reliability Assessment Study and share results with Interconnection Customer within one hundred eighty (180) Calendar Days of the request.

3.11.4 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 an Existing Generating Facility. The Replacement Impact Study may consist of various analyses, including but not limited to, power flow, transient and post-transient stability, power factor, and a short circuit analysis, as necessary, to ensure that required reliability conditions are studied. If the Replacement Impact Study identifies any material impact from operating the Replacement Generating Facility when compared to the Existing Generating Facility, Generator Replacement Coordinator shall deem such impact as a Material Modification, and, in such an instance, if Interconnection Customer wishes to move forward with its request, Interconnection Customer must submit all information and Readiness Milestone payments necessary for a valid Interconnection Request for a new Generating Facility pursuant to Section 3.3.1 of this GIP.

3.11.5 Generation Replacement—Reliability Assessment Study.

The Reliability Assessment Study for the period between the date that the Existing Generating Facility ceases Commercial Operation 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 Provider 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 violations 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.

3.11.6 Generation Replacement—Notice to Proceed.

An Interconnection Customer requesting Generation Replacement shall inform the Generator Replacement Coordinator 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 Generator Replacement Coordinator notice to proceed, then the Generator Replacement Coordinator will either: (i) initiate a Generator Replacement Interconnection Facilities Study; or (ii) tender a draft GIA. If the Interconnection Customer fails to notify the Generator Replacement Coordinator with its election to proceed within thirty (30) Calendar Days, then the Interconnection Request will be deemed withdrawn pursuant to Section 3.9 of this GIP.

3.11.7 Scope of Generator Replacement Interconnection Facilities Study.

Within thirty (30) Calendar Days after the Interconnection Customer has notified the Generator Replacement Coordinator of its intent to proceed, the Generator Replacement Coordinator will determine whether it will conduct a Generator Replacement Interconnection Facilities Study, pursuant to this Section 3.11.7 of this GIP. 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. The Generator Replacement Coordinator shall use Reasonable Efforts to complete this portion of the Generator Replacement Interconnection Facilities Study within ninety (90) Calendar Days.

3.11.8 GIA for Generation Replacement.

Consistent with the process described in ~~Section 10~~Section 11 of this GIP, Transmission Provider shall tender a draft GIA or, if deemed appropriate, an amended GIA that conforms to the GIA in effect at the time, within thirty (30) Calendar Days after Interconnection Customer has notified Transmission Provider of its intent to proceed if a Generator Replacement Interconnection Facilities Study is not required, or within thirty (30) Calendar Days after the final Generator Replacement Interconnection Facilities Study report is provided to Interconnection Customer. The draft GIA shall include updated appendices describing the timing of Generation Replacement and a condition that the GIA 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 GIA that violates this Section 3.11 shall be void and constitute a Breach of the GIA.

3.11.9 Commercial Operation Date for Generation Replacement.

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 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 is greater than three (3) or four (4) years as described in this Section 3.11, the request shall be treated as an Interconnection Request for a new Generating Facility.

Section 4 Payment Reconciliation.

Transmission Provider shall reconcile all payments made by Interconnection Customer pursuant to this GIP~~, whether in the form of cash or a letter of credit,~~ and return any excess cash or outstanding letters of credit provided by Interconnection Customer if such payment(s) exceed Interconnection Customer's actual costs associated with the ~~interconnection request~~Interconnection Request or Cluster. ~~Such~~Cost reconciliation ~~will occur six (6) months after all~~associated with the Point of Interconnection ~~and~~will occur in accordance with the EPC Agreement. Cost reconciliation associated with the construction of Network Upgrade(s) ~~construction associated with the~~will occur in accordance with the Network Upgrade Funding Agreement. Any remaining refundable payments will be reconciled and reimbursed to Interconnection ~~Request have been completed and fully commissioned~~Customer within six (6) months of the project's In-Service Date or date of withdrawal, if the project was not assessed a Withdrawal Penalty.

Section 5 Queue Position, Cost Sharing, Cost Allocation and Modifications.

5.1 Queue Position.

Transmission Provider shall assign a Queue Position as follows: the Queue Position for each Interconnection Customer within a Cluster shall be assigned based upon the date and time of receipt of all items required pursuant to Section 3.3 of this GIP.

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 in the same Cluster that is assigned a later Queue Position. The Queue Position of an Interconnection Request within the same Cluster shall have no bearing on the allocation of the cost of the Network Upgrade(s) and Shared Network Upgrade(s) identified in the applicable Interconnection Study (such costs will be allocated among Interconnection Requests in accordance with Section 5.3 of this GIP). A Cluster initiated earlier in time shall be considered to have a higher Queue Position than a Cluster initiated later.

5.2 General Study Process.

Interconnection studies performed within the Cluster study process will be conducted in accordance with Good Utility Practice. Transmission Provider may, as needed, use subgroups in the Cluster study process. In all instances in which Transmission Provider elects to use subgroups in the Cluster study process, Transmission Provider will publish the criteria used to define and determine subgroups on its OASIS.

5.3 Cost Allocation for Transmission Provider's Interconnection Facilities, Network Upgrade(s), and Shared Network Upgrade(s) Costs.

The Transmission Provider shall calculate each Interconnection Customer's share of Interconnection Facilities, Network Upgrade(s) and Shared Network Upgrade(s) costs identified in the Cluster System Impact Study and Network Upgrade(s) Facilities Study in the following manner:

(1) For Network Upgrade(s) identified in an Interconnection Study, Transmission Provider shall calculate each Interconnection Customer's share of the costs based on the proportional impact of each individual Generating Facility in the Cluster on the Network Upgrade(s).

(2) The costs of any required Transmission Provider's Interconnection Facilities will be directly assigned to Interconnection Customer(s) using such facilities. The cost of such Transmission Provider's Interconnection Facilities will be shared equally among all Interconnection Customers sharing use of Transmission Provider's Interconnection Facilities.

(3) For Shared Network Upgrade(s)~~.~~, Transmission Provider shall analyze if the impact of the Generating Facility on Network Upgrade(s) is greater than five percent (5%) of the facility rating or the power transfer distribution factor is greater than twenty percent (20%). If the criteria listed above are

met, the Network Upgrade(s) shall be considered a Shared Network Upgrade(s) and Interconnection Customer shall share the cost of the Shared Network Upgrade(s). Shared Network Upgrade(s) shall only be allocated to up to five (5) future Cluster(s) from the time the Network Upgrade(s) is identified for cost sharing purposes.

Interconnection Customer shall pay Transmission Provider for Shared Network Upgrade(s) identified pursuant to Section 5.3(1) of this GIP.

Transmission Provider subsequently shall disburse payment to appropriate Interconnection Customer(s) and withdrawn Interconnection Customers whose Withdrawal Penalty was used to fund a Shared Network Upgrade(s), from an earlier Cluster(s) with previously assigned costs associated with the Shared Network Upgrade(s) in accordance with ~~this~~ Section 5.3 of this GIP. If the Shared Network Upgrade(s) is not in service before the Generating Facility's Commercial Operation Date, Interconnection Customer shall not be required to make a payment under Section 5.3(1) of this GIP until the Shared Network Upgrade(s) is in service. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrade(s), Transmission Provider shall not be responsible for Interconnection Customer's funding obligation.

5.4 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.

5.5 Modifications.

Interconnection Customer shall submit requested modifications to Transmission Provider, by way of an updated Interconnection Request Form for a Generating Facility (Appendix 1 to this GIP) along with a written summary of the requested modifications to any information provided in the initial Interconnection Request. Any change to the Point of Interconnection after the Customer Engagement Window shall constitute a Material Modification. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Section 5.5.1 and are determined not to be Material Modifications pursuant to Section 5.5.2.

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. To the extent the identified changes are acceptable to Transmission Provider and Interconnection Customer, such acceptance not to be unreasonably withheld, Transmission Provider shall modify the planned interconnection, in accordance with such changes and proceed with any Re-Study(ies) necessary to do so in accordance with Section 7.4 and Section 8.3 as applicable and Interconnection Customer shall retain its Queue Position.

5.5.1 Permitted Modifications.

Prior to the return of the executed Cluster System Impact Study Agreement by Transmission Provider, modifications permitted under this Section 5.5.1 shall include specifically: (i) 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 of this GIP) accomplished by applying Transmission Provider-approved injection-limiting equipment; (ii) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; (iii) a change in Commercial Operation Date; and (iv) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will need to be submitted in the next Cluster Request Window for the purposes of cost allocation and study analysis.

5.5.2 Material Modifications.

Prior to the Requested In-Service Date, and prior to making any modification other than those specifically permitted by Section 5.5.1, Interconnection Customer may first request 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 after the Customer Engagement Window shall constitute a Material Modification~~.~~ except for a substitute Point of Interconnection in accordance with Section 7.2 of this GIP.

If the requested modification is deemed material, Interconnection Customer may then withdraw the proposed modification, proceed with the modification and individually fund any mitigation identified for the material impacts, or proceed with a new Interconnection Request for such modification.

5.5.3 Study of Modifications.

Upon receipt of Interconnection Customer's request for modification permitted under this Section 5.5, Transmission Provider shall commence and perform any necessary additional studies as soon as practicable, but no sooner than the completion of the latest Cluster's Cluster System Impact Study. Any cost of additional studies resulting from such modification shall be allocated in accordance with ~~Section 12.3~~Section 13.3 of this GIP. Any such modification of the Interconnection Request must be accompanied by any resulting updates to the models described in Attachment A to Appendix 1 of this GIP. All requested modifications shall meet the Site Control requirements in ~~Section 3.3.1(v)~~Section 3.3.1(vi) and Commercial Readiness Demonstration requirements in ~~Section 3.3.1(vii)~~Section 3.3.1(viii) as set forth in this GIP.

Section 6 Procedures for Interconnection Requests Submitted Prior to Effective Date of GIP.

6.1 Transition Process for Pending Interconnection Requests.

Any Interconnection Customer that submitted an Interconnection Request prior to the Effective Date of this GIP may elect to join the Transition Process or withdraw without penalty. An Interconnection Customer that joins the Transition Process and that was assigned a Queue Position prior to the Effective Date of GIP shall retain that Queue Position subject to the requirements in Section 6 of this GIP. Any Interconnection Customer that fails to meet the requirements of Section 6 of this GIP shall have its Interconnection Request withdrawn without penalty. Any unused deposit amounts of Interconnection Requests withdrawn prior to the start of the Transition Process shall be returned to Interconnection Customer pursuant to ~~Section 12.3~~Section 13.3 of this GIP. Any Interconnection Customer whose Interconnection Request is withdrawn pursuant to this Section 6 may resubmit its Interconnection Request during the Cluster Request Window pursuant to Section 3 of this GIP.

An Interconnection Customer joining the Transition Process must notify Transmission Provider of their intent to join the Transition Process by emailing SRPInterconnections@srpnet.com. If an Interconnection Customer elects to continue with the Transition Process, Transmission Provider will retain Interconnection Customer's current study deposits, and Interconnection Customer may be responsible for an additional deposit pursuant to Section 6.2.1 of this GIP. Interconnection Customers that are required to demonstrate Site Control, Commercial Readiness and make an additional deposit under Section 6.2.1(iv)-(vii) must satisfy the following requirements within thirty (30) Calendar Days of the Effective Date of GIP. The transitional study deposit is subject to a Withdrawal Penalty, pursuant to Section 3.9.1 of this GIP.

6.2 Transitional System Impact Study Process.

6.2.1 Interconnection Customer's Requirements.

Any Interconnection Customer that submitted an Interconnection Request prior to the Effective Date of GIP may opt to join the Transition Process.

(i) If, as of the Effective Date of GIP, Interconnection Customer has executed a Large Generator Interconnection Agreement (LGIA), then Interconnection Customer may withdraw its interconnection request without penalty or retain its existing Queue Position subject to the terms of its executed LGIA. Interconnection Customers with an executed LGIA that intend to withdraw their interconnection request must send written notice of intent to withdraw within thirty (30) days of the Effective Date of this GIP. Such notice may be provided by email to SRPInterconnections@srpnet.com.

(ii) If, as of the Effective Date of GIP, Interconnection Customer has completed an Interconnection System Impact Study, then Interconnection Customer may join the Transition Process if

Interconnection Customer: (i) demonstrates Commercial Readiness; (ii) demonstrates Site Control; (iii) executes a Transitional System Impact Study Agreement; and (iv) provides an additional deposit as specified in this Section 6.2.1(vii).

(iii) If at the time of the Effective Date of GIP, Interconnection Customer has not completed an Interconnection System Impact Study, then Interconnection Customer may join the Transition Process if Interconnection Customer: (i) demonstrates Commercial Readiness; (ii) demonstrates Site Control; (iii) executes a Transitional System Impact Study Agreement and a Transitional Facilities Study Agreement; and (iv) provides an additional deposit as specified in this Section 6.2.1(vii).

(iv) One of the following Commercial Readiness Demonstration options:

- **Option 1:** Executed contract binding upon the parties for the sale of: (1) the constructed Generating Facility to a Load-Serving Entity or to a commercial, industrial, or other large end-use customer; (2) the Generating Facility's energy where the term of sale is not less than five (5) years; or (3) 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; or

- **Option 2:** Reasonable evidence (i.e., bid security held by a Load-Serving Entity) that the Generating Facility has been selected in a resource plan or resource solicitation process by or for a Load-Serving Entity, is being developed by a Load-Serving Entity, or is being developed for purposes of a sale to a commercial, industrial, or other large end-use customer.

A Commercial Readiness Demonstration shall cover the total MWs of Interconnection Service requested, otherwise the Interconnection Customer shall provide a Deposit in Lieu of Commercial Readiness based on the total MWs of Interconnection Service requested. If Interconnection Customer is unable to satisfy one of the preceding Commercial Readiness Demonstration options, Interconnection Customer must provide a Deposit in Lieu of Commercial Readiness. If Interconnection Customer obtains Commercial Readiness after making the Deposit in Lieu of Commercial Readiness, the Deposit will be returned less the additional Transitional Study Deposit.

(v) Demonstration of Site Control for the entire Generating Facility. All documentation establishing proof of Site Control shall be accompanied by a signed declaration from an officer or an agent of the Interconnection Customer. Such declaration shall adhere to the form specified in Attachment D of Appendix 1 to this GIP. Site Control for the Generating Facility may be demonstrated by submitting documentation as specified in SRP's Business Practice posted on OASIS or by providing a Deposit in Lieu of Site Control.

(vi) An executed Transitional System Impact Study Agreement in the form of Appendix 3.4, and, if applicable, a Transitional Facilities Study Agreement, in the form of Appendix 3.5 to this GIP.

(vii) An additional Transitional Study Deposit in the form of cash or an irrevocable letter of credit upon which Transmission Provider may draw or cash as follows:

a. If the Interconnection Customer has a completed Interconnection System Impact Study as of the Effective Date of GIP, it shall pay one hundred percent (100%) of the costs identified for Transmission Provider's Interconnection Facilities, Network Upgrade(s), and Shared Network Upgrade(s) as identified in the latest study report (final Interconnection System Impact Study report or final Interconnection Facilities Study report); or

b. If the Interconnection Customer does not have a completed Interconnection System Impact Study prior to the Effective Date of GIP, it shall pay an amount of two million dollars ($2,000,000).

6.2.2 Scope of Transitional System Impact Study.

The Transitional System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Transitional System Impact Study will consider the Requested In-Service Date and the Queue Position of the Interconnection Request and will evaluate any requested changes to the Interconnection Request. When evaluating the Interconnection Request, Transmission Provider will use a revised Base Case that will reflect the withdrawal of any projects from all Transmission Provider-operated queues that did not move forward under this Transition Process.

The Transitional System Impact Study will consider a short circuit analysis, a stability analysis, a power flow analysis, and other analyses as needed to assess reliability. This Transitional System Impact Study is a hybrid serial-cluster type study, in which all Interconnection Requests that have met the transition requirements will be studied as a cluster, with Queue Positions preserved to assess mitigations serially.

A Transitional System Impact Study report may be provided only to Interconnection Customers that do not have a completed Interconnection System Impact Study or to Interconnection Customers with projects that were found to require mitigations. Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Transitional System Impact Study report to Interconnection Customer within one hundred forty-five (145) Calendar Days after receipt of an executed Transitional System Impact Study Agreement. If a project's result did not change from their previously completed Interconnection System Impact Study, an addendum to that original report will be provided to document that the Transitional System Impact Study was performed, and no changes were identified. If required, Transmission Provider will provide a draft study report to the Interconnection Customer for review and comment.

6.2.3 Transitional System Impact Study Re-Study(ies).

If Re-Study(ies) of the Transitional System Impact Study is required due to: (i) a higher queued project dropping out of the queue; (ii) Base Case used for the Transitional System Impact Study changes; (iii) a modification of a higher queued project subject to Section 5 of this GIP; or (iv) a change to Transmission Provider equipment design standards or reliability criteria, Transmission Provider shall notify Interconnection Customer in writing. When considering the Commercial Operation Date of the proposed Interconnection Request, the Re-Study will consider all Interconnection Requests that have an earlier Commercial Operation Date and are interconnecting to either the Transmission System or to an Affected System's transmission system. Any cost of Re-Study shall be allocated in accordance with ~~Section 12.3~~Section 13.3 of this GIP.

6.3 Transitional Facilities Study Process.

6.3.1 Transitional Facilities Study Procedures.

Upon completion of the Transitional System Impact Study, if the Interconnection Customer does not have a finalized Interconnection Facilities Study report, a Transitional Facilities Study may need to be performed.

Transmission Provider shall utilize existing studies to the extent practicable in performing the Transitional Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the Transitional Facilities Study and issue a draft Transitional Facilities Study report to Interconnection Customer within one hundred eighty (180) Calendar Days after receipt of an executed Transitional Facilities Study Agreement.

6.3.2 Scope of Transitional Facilities Study.

The Transitional Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the Transitional System Impact Study or the Interconnection System Impact Study in accordance with Good Utility Practice to reliably connect the Generating Facility to the Transmission System. The Transitional 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 Upgrade(s) necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. Interconnection Customer will compensate Transmission Provider for the actual cost of the Transitional Facilities Study.

6.3.3 Re-Study(ies).

If Re-Study(ies) of the Transitional Facilities Study is required due to: (i) a higher queued project dropping out of the Queue; or (ii) a modification of a higher queued project subject to Section 5 of this GIP, Transmission Provider shall notify Interconnection Customer in writing. When considering the Commercial Operation Date of the proposed Interconnection Request, the Re-Study will consider all Interconnection Requests that have an earlier Commercial Operation Date and are interconnecting to either the Transmission System or to an Affected System's transmission system. Any cost of Re-Study shall be allocated as provided for in ~~Section 12.3~~Section 13.3 of this GIP.

6.4 Transitional Interconnection Agreement.

All transitional projects will follow the procedure for execution of the GIA as provided for in ~~Section 10~~Section 11 of this GIP.

6.5 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 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 GIP 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 Transmission Provider has tendered a draft GIA to Interconnection Customer but Interconnection Customer has not either executed the GIA or requested to initiate Dispute Resolution, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

Section 7 Cluster System Impact Study.

7.1 Scope of Cluster System Impact Study.

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

For purposes of determining necessary Interconnection Facilities, Network Upgrade(s), and Shared Network Upgrade(s), the Cluster System Impact Study will consider the level of Interconnection Service requested by Interconnection Customers in the Cluster, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns.

At the conclusion of the Cluster System Impact Study, Transmission Provider will issue a Cluster System Impact Study report. The Cluster System Impact Study will consist of various analyses, including but not limited to, power flow, transient and post-transient stability, power factor, and a short circuit analysis, the results of which are documented in a single Cluster System Impact Study report or Re-Study report, as applicable. The Cluster 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. At the request of any Interconnection Customer within the Cluster, the Cluster System Impact Study may evaluate advanced power flow control, transmission switching, dynamic line ratings, static synchronous compensators, static VAR compensators, and/or Electric Storage Resource that provides a transmission service for feasibility, cost, and time savings as an alternative to the Network Upgrade(s) identified by the Cluster System Impact Study. If this type of evaluation was performed, Transmission Provider will include the evaluation in the Cluster System Impact Study report.

The Cluster System Impact Study report may identify the Interconnection Facilities, Contingent Facilities, and Network Upgrade(s) expected to be required to reliably interconnect the Generating Facilities in that Cluster at the requested Interconnection Service level and will provide non-binding cost estimates for required Network Upgrade(s). The Cluster System Impact Study shall identify each Interconnection Customer's estimated allocated costs for Shared Network Upgrade(s) and Network Upgrade(s) pursuant to the method in Section 5.3 of this GIP. Transmission Provider will hold a meeting with Interconnection Customer(s) to review the Cluster System Impact Study and Point of Interconnection Facilities Study pursuant to Section 7.4 of this GIP. The Cluster System Impact Study report 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.

7.2 Execution of Cluster System Impact Study Agreement.

Transmission Provider shall execute the Cluster System Impact Study Agreement and deliver the executed Cluster System Impact Study Agreement to Interconnection Customer ~~no later than five (5) Business Days after the Scoping Meeting~~at the end of the Customer Engagement Window.

If the Cluster System Impact Study uncovers result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue

Position, and Re-Studies shall be completed pursuant to Section 7.4 of this GIP as applicable.

7.3 Cluster System Impact Study Procedures.

Transmission Provider shall coordinate the Cluster System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.8 of this GIP. Transmission Provider will utilize existing studies to the extent practicable when it performs the study. Interconnection Requests for a Cluster System Impact Study may be submitted only within the Cluster Request Window and Transmission Provider will initiate the Cluster System Impact Study process pursuant to this Section 7.3.

Unless Re-Study(ies) are required pursuant to Section 7.4 of this GIP, Transmission Provider will use Reasonable Efforts to tender the Cluster System Impact Study within ~~eighty~~ one hundred twenty(~~80~~120) Calendar Days of the close of the Customer Engagement Window.

At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Cluster System Impact Study, Transmission Provider will notify Interconnection Customer as to the schedule status of the Cluster System Impact Study. If Transmission Provider is unable to complete the Cluster System Impact Study within the time period, it will notify Interconnection Customer 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 Cluster System Impact Study, subject to confidentiality arrangements consistent with ~~Section 12.1~~Section 13.1 of this GIP.

7.4 Meeting with Transmission Provider.

Within ~~fifteen (15) Calendar~~ten (10) Business Days of furnishing a Cluster System Impact Study report and Point of Interconnection Facilities Study report to Interconnection Customer, Transmission Provider may convene an open meeting to discuss the study results. Transmission Provider, upon request, may make itself available to meet with individual Interconnection Customers after the reports are tendered. Within ~~fifteen (15) Calendar~~ten (10) Business Days after the Cluster System Impact Study report meeting, Transmission Provider shall provide the completed Cluster System Impact Study, and Interconnection Customer shall provide M1 payment. Re-Study(ies):

(i) If no Interconnection Customer withdraws from the Cluster after completion of the Cluster System Impact Study or is deemed withdrawn pursuant to Section 3.9 of this GIP after completion of the Cluster System Impact Study, Transmission Provider will electronically notify Interconnection Customers in the Cluster that a Cluster System Impact Study Re-Study is not required.

(ii) If one (1) or more Interconnection Customers withdraws from the Cluster, Transmission Provider will determine if a Cluster System Impact Study Re-Study is necessary. If Transmission Provider determines a Cluster System Impact Study Re-Study is not necessary, Transmission Provider ~~shall provide an updated Cluster System Impact Study report within thirty (30) Calendar Days of such determination. When the updated Cluster System Impact Study report is issued, Transmission Provider~~ will electronically notify Interconnection Customers in the Cluster that a Cluster System Impact Study Re-Study is not required.

(iii) If Re-Study of the Cluster System Impact Study is required due to: (1) one (1) or more Interconnection Customers withdrawing from the Cluster~~ and Transmission Provider determines a Cluster System Impact Study Re-Study is necessary as a result; (2) a higher~~; or (2) an earlier queued project dropping out of the queue; or (3) the Base Case used for the ~~Transitional~~Cluster System Impact Study changes; or (4) a modification of ~~a higher~~an earlier queued project subject to Section 5 of this GIP; or (5) a change to the Transmission Provider equipment design standards or reliability criteria, Transmission Provider will electronically notify Interconnection Customer(s) that a Cluster System Impact Study Re-Study is required. Transmission Provider will continue with such Re-Studies until Transmission Provider determines that no further Re-Studies are required ~~and Interconnection Customer(s) in the Cluster have satisfied M1 payment~~.

(iv) The scope of any Cluster System Impact Study Re-Study will be consistent with the scope of an initial Cluster System Impact Study pursuant to Section 7.3 of this GIP. Transmission Provider will tender the draft Re-Study report within ~~forty-five~~sixty (~~45~~60) Calendar Days of notification to Interconnection Customer that a Cluster System Impact Study Re-Study is required. The results of the Cluster System Impact Study Re-Study will be combined into a single report (Re-Study report). Within ~~fifteen (15) Calendar~~ten (10) Business Days of furnishing the draft Re-Study report to Interconnection Customer, Transmission Provider will convene a meeting to discuss the study results. Within ~~fifteen~~ten (~~15~~10) Calendar Days after the Re-Study report meeting, Transmission Provider will finalize the Re-Study report. If additional Re-Studies are required, Interconnection Customer and Transmission Provider will follow the procedures of this Section 7.4 until such time that Transmission Provider determines that no further Re-Studies are required. Transmission Provider will electronically notify each Interconnection Customer within the Cluster when no further Re-Studies are required.

In the event that the Study Deposit is insufficient to cover the costs of Re-Study(ies), in accordance with ~~Section 12.3~~Section 13.3 of this GIP, Transmission Provider shall invoice Interconnection Customer(s) for the estimated balance to complete the Re-Study(ies). ~~Interconnection Customer(s) shall submit payment no later than fifteen (15) Calendar Days after it receives the invoice from Transmission Provider.~~

Section 8 Interconnection Facilities Study.

The Interconnection Facilities Study will determine the estimated cost and time to construct the Network Upgrade(s) and Transmission Provider's Interconnection Facilities necessary to reliably interconnect the proposed Generating Facility to the Transmission System. A Point of Interconnection Facilities Re-Study will be performed as needed. The Interconnection Facilities Study will be conducted in two stages: (1) the Point of Interconnection Facilities Study; and (2) the Network Upgrade(s) Facilities Study. The Point of Interconnection Facility Study will be done in parallel with the Cluster System Impact Study. The ~~Network Upgrade(s) Facilities Study will begin no later than forty-five (45) Calendar Days after Interconnection Customer provides M1 payment. The~~ combination of the Interconnection Facilities Study will determine the estimated cost and time to construct the identified Network Upgrade(s) and Transmission Provider's Interconnection Facilities for each Interconnection Request.

8.1 Point of Interconnection Facilities Study.

8.1.1 Scope of Point of Interconnection Facilities Study.

The Point of Interconnection Facilities Study will be specific to each Interconnection Request and performed on an individual (i.e. non-clustered) basis. The Point of Interconnection Facilities Study will identify the estimated cost to interconnect the Generating Facility at the Point of Interconnection.

8.1.2 Point of Interconnection Facilities Study Agreement.

Transmission Provider shall execute the Point of Interconnection Facilities Study Agreement and deliver the executed Point of Interconnection Facilities Study Agreement to Interconnection Customer no later than five (5) Business Days after the Scoping Meeting.

8.1.3 Point of Interconnection Facilities Study Process.

Transmission Provider will utilize existing studies to the extent practicable in performing the Point of Interconnection Facilities Study. Transmission Provider will use Reasonable Efforts to complete the study and issue a draft Point of Interconnection Facilities Study report to Interconnection Customer within ~~eighty~~one hundred twenty (~~80~~120) Calendar Days of the close of the Customer Engagement Window.

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

Interconnection Customer shall tender any comments on the draft Point of Interconnection Facilities Study report within fifteen (15) Calendar Days of receipt of the report. Transmission Provider shall issue the final Point of Interconnection Facilities Study report within fifteen (15) Calendar Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. If the Interconnection Customer does not provide written comments within the fifteen (15)~~-day~~ Calendar Day period, the report is deemed to be final. Transmission Provider may reasonably extend such fifteen (15) ~~day~~Calendar 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 Point of 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~~Section 13.1 of this GIP.

8.1.4 Meeting with Transmission Provider.

Within fifteen (15) Calendar Days of providing a draft Point of Interconnection Facilities Study report to Interconnection Customer, Transmission Provider and Interconnection Customer may meet to discuss the results of the Point of Interconnection Facilities Study.

8.1.5 Point of Interconnection Facilities Re-Study.

If a Point of Interconnection Facilities Re-Study is necessary, Transmission Provider shall electronically notify Interconnection Customer.

In the event that the Study Deposit is insufficient to cover the costs of Re-Study(ies), in accordance with ~~Section 12.3~~Section 13.1 of this GIP, Transmission Provider shall invoice Interconnection Customer(s) for the estimated balance to complete the Re-Study(ies). ~~Interconnection Customer(s) shall submit payment no later than fifteen (15) Calendar Days after it receives the invoice from Transmission Provider.~~

8.2 Network Upgrade(s) Facilities Study.

8.2.1 Scope of Network Upgrade(s) Facilities Study.

The Network Upgrade(s) Facilities Study shall be a Cluster study. The Network Upgrade(s) Facilities Study shall specify and provide a non-binding good faith estimate of the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster System Impact Study (and any associated Re-Study(ies)) in accordance with Good Utility Practice to reliability provide Interconnection Service to the Transmission System. The Network Upgrade(s) Facilities Study shall identify the nature and estimated cost of any switching configuration of the connection equipment, including, without limitation: the instrument transformers, switchgear, meters, and other station equipment; Transmission Provider’s Interconnection Facilities necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities.

8.2.2 Network Upgrade(s) Facilities Study Agreement.

Transmission Provider shall execute the Network Upgrade(s) Facilities Study Agreement in the form of Appendix 3.3 to this GIP and deliver the executed Network Upgrade(s) Facilities Study Agreement to Interconnection Customer ~~within~~no later than five (5) Calendar Days after Interconnection Customer satisfies M1.

If a Cluster System Impact Study Re-Study is required, Transmission Provider will delay execution of the Network Upgrade(s) Facilities Study Agreement until the Cluster System Impact Study Re-Study is completed.

8.2.3 Network Upgrade(s) Facilities Study Process.

Transmission Provider shall coordinate the Network Upgrade(s) Facilities Study with any Affected System pursuant to Section 3.8 of this GIP. Transmission Provider shall utilize existing studies to the extent practicable in performing the Network Upgrade(s) Facilities Study. Transmission Provider will use Reasonable Efforts to complete the Network Upgrade(s) Facilities Study and issue a draft Network Upgrade(s) Facilities Study report to Interconnection Customer within one hundred and ~~five~~twenty (~~105~~120) Calendar Days after finalizing the Cluster System Impact Study report or any applicable Re-Study(ies).

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

8.2.4 Meeting with Transmission Provider.

Within fifteen (15) Calendar Days of providing a draft Network Upgrade(s) Facilities Study report to Interconnection Customer, Transmission Provider and Interconnection Customer may meet to discuss the results of the Network Upgrade(s) Facilities Study. Transmission Provider, upon request, may make itself available to meet with individual Interconnection Customers after the reports are tendered. Within fifteen (15) Calendar Days after the Network Upgrade(s) Facilities Study report meeting, Transmission Provider shall provide the completed Network Upgrade(s) Facilities Study report, and Interconnection Customer shall satisfy M2 and all obligations associated with Decision Point II according to ~~Section 3.~~Section 3.3.1.

8.3 Network Upgrade(s) Facilities Study Re-Study.

If Re-Study of the Network Upgrade(s) Facilities Study is required due to: (1) ~~a higher~~an earlier queued project dropping out of the queue or Base Case used for the Cluster System Impact Study; (2) a modification of ~~a higher~~an earlier queued project pursuant to Section 5 of this GIP; or (3) a change to the Transmission Provider or Transmission Owner equipment design standards or reliability criteria, Transmission Provider will electronically notify Interconnection Customer. Transmission Provider will ~~use Reasonable Efforts to complete the Re-Study and issue a~~tender the draft Network Upgrade~~(s)~~ Facilities Study Re-Study report ~~to Interconnection Customer~~ within sixty (60) Calendar Days ~~after finalizing the Cluster System Impact Study report.~~ of notification to Interconnection Customer that a Network Upgrade Facilities Study Re-Study is required.

If Transmission Provider is unable to complete the Re-Study within that time period, it will electronically notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Any cost of Re-Study shall be allocated according to ~~Section 12.3~~Section 13.3 of this GIP.

In the event that the Study Deposit is insufficient to cover the costs of Re-Study(ies), in accordance with ~~Section 12.3~~Section 13.3 of this GIP, Transmission Provider shall invoice Interconnection Customer(s) for the estimated balance to complete the Re-Study(ies). ~~Interconnection Customer(s) shall submit payment no later than fifteen (15) Calendar Days after it receives the invoice from~~

8.4 Electromagnetic Transient (EMT) Study.

8.4.1 Screening Criteria.

All Generating Facilities will be evaluated through an EMT screening process to determine if an EMT Study is necessary. Transmission Provider will use the data submitted with the Interconnection Request Form Appendix A of this GIP to complete this initial screening.

If the initial screening identifies a need to conduct an EMT Study, based on the risk of sub-synchronous or super-synchronous interactions then an EMT Study will be performed no sooner than Interconnection Customer submitting updated information in accordance with GIA Section 26.3. Transmission Provider will complete EMT Studies in the order of In-Service Date regardless of Queue Position.

8.4.2 Scope of EMT Study.

If model validation, model performance testing and screening studies, or other concerns determine that an EMT Study is needed, the EMT Study shall evaluate the impact of the proposed interconnection(s) on the reliability of the Transmission System. The EMT Study may identify upgrade(s), operating requirement(s), and project modification(s) necessary to reliably interconnect the Generating Facility(ies) in the Cluster at the requested interconnection service level and provide a non-binding good faith cost estimate for required mitigation(s).

As specified in SRP's Business Practice posted on OASIS, an EMT Study for a large generator analyzes how the generator and its controls behave during fast, dynamic electrical events on the power system—such as faults, switching operations, converter interactions, and protection actions. The EMT Study report/analysis captures detailed waveform-level responses to ensure stability, verify control system performance, evaluate protection coordination, and identify any potential resonance or harmonic issues.

8.4.3 Interconnection EMT Study Agreement.

Transmission Provider shall execute the EMT Study Agreement in the form of Appendix 3.7 to this GIP and deliver the executed EMT Study Agreement to Interconnection Customer no later than five (5) Calendar Days after Interconnection Customer submits updated information in accordance with GIA Section 26.3.

8.4.4 EMT Study Process.

Transmission Provider will use Reasonable Efforts to complete the study and issue a EMT Study report to Interconnection Customer within one hundred twenty (120) Calendar Days of the Interconnection Customer providing final models and project settings.

If Interconnection Customer materially changes or supplements the updated information previously submitted under GIA Section 26.3, or if Interconnection Customer fails to submit timely updated information, then the EMT Study may be delayed. Interconnection Customer shall not begin Trial Operation until the mitigations, if any are identified in the EMT Study, are completed.

8.4.5 Meeting with Transmission Provider.

Within ten (10) Business Days of providing an EMT Study report to the Interconnection Customer(s), Transmission Provider and Interconnection Customer(s) may meet to discuss the results of the EMT Study. Transmission Provider, upon request, may make itself available to meet with individual Interconnection Customers after the reports are tendered. Within ten (10) Business Days after the EMT Study report meeting, Transmission Provider shall provide the completed Study Report to Interconnection Customer.

Section 9 Engineering, Procurement ~~&~~and Construction Agreement.

Transmission Provider and Interconnection Customer ~~shall execute~~may enter into an EPC Agreement ~~that~~ after Transmission Provider tenders the final Point of Interconnection Facilities Study report.

The EPC Agreement authorizes the Transmission Provider to begin engineering, procurement of long lead-time items, and construction necessary for the Transmission Provider's Interconnection Facilities for the establishment of the interconnection. The EPC Agreement will not alter the Interconnection Customer's Queue Position. The EPC Agreement shall provide for the Interconnection Customer to pay the cost of all such activities ~~authorized by the Interconnection~~

~~Customer~~ and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or either Party terminates the EPC 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 cancelled, 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) 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 Cluster Network Upgrade Funding Agreement.

Transmission Provider and Interconnection Customer may enter into a Cluster Network Upgrade Funding Agreement after tendering the final Network Upgrade(s) Facilities Study report, if Interconnection Customer has cost responsibility in Network Upgrade(s).

Transmission Provider and Interconnection Customer shall execute a Cluster Network Upgrade Funding Agreement no later than ten (10) Business Days after Interconnection Customer's GIA is executed.

The Cluster Network Upgrade Funding Agreement authorizes the Transmission Provider to begin engineering and procurement of long lead time items and construction necessary for Network Upgrades. The Cluster Network Upgrade Funding Agreement will not alter the Interconnection Customer's Queue Position.

If Interconnection Customer withdraws its application for interconnection, either Party may terminate the Cluster Network Upgrade Funding Agreement in accordance with the terms and conditions set forth in the Cluster Network Upgrade Funding Agreement.

Section 11 ~~Section 10~~ Standard Generator Interconnection Agreement.

11.1 ~~10.1~~ Tender.

Within sixty (60) Calendar Days after tendering the final Transitional Facilities Study or Network Upgrade(s) Facilities Study report, Transmission Provider shall tender a draft GIA, together with draft appendices. The draft GIA shall be in the form of Transmission Provider's standard form GIA ~~which is~~ posted on Transmission Provider's OASIS, which the Interconnection Customer shall execute and return according to ~~Section 10.3~~Section 11.3 of this GIP, unless the forty (40) Calendar Day negotiation period under ~~Section 10.2~~Section 11.2 of this GIP has commenced.

11.2 ~~10.2~~ Negotiation.

Notwithstanding ~~Section 10.1~~Section 11.1, at the request of Interconnection Customer, Transmission Provider shall begin negotiations with Interconnection Customer concerning the appendices to the GIA at any time after execution of the Network Upgrade(s) Facilities Study Agreement. Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft GIA for not more than forty (40) Calendar Days. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft GIA and request to initiate Dispute Resolution. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request to initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request, subject to a Withdrawal Penalty pursuant to Section 3.9.1 of this GIP. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the GIA or initiated Dispute Resolution within ~~sixty~~the forty (~~60~~40) Calendar Days after tender of draft GIA, it shall be deemed to have withdrawn its Interconnection Request, subject to a Withdrawal Penalty pursuant to Section 3.9.1 of this GIP. ~~Transmission Provider shall provide to Interconnection Customer a final GIA within seventy-five (75) Calendar Days after the completion of the Network Upgrade(s) Facilities Study report or ten (10) Calendar Days after the Re-Study report(s), if any.~~

11.3 ~~10.3~~ Execution.

Within thirty (30) Calendar Days after receipt of the GIA, the Interconnection Customer shall execute the final GIA and return it to Transmission Provider along with: (i) evidence of continued Site Control; and (ii) continued demonstration of Commercial Readiness~~; and (iii) full payment of Readiness Milestone payments~~.

11.4 ~~10.4~~ Commencement of Interconnection Activities.

If the Interconnection Customer executes the final GIA, the Transmission Provider and the Interconnection Customer shall perform their respective obligations in accordance with the terms of the GIA.

Section 12 ~~Section 11~~ Construction of Transmission Provider's Interconnection Facilities, Network Upgrade(s), and Expedition of Transmission Provider's Publicly Announced Planned Transmission System Upgrade(s).

12.1 ~~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, if appropriate, Shared Network Upgrade(s) and Network Upgrade(s), and, if appropriate, expedition of any publicly planned Transmission System Upgrade(s) previously announced by Transmission Provider.

12.2 ~~11.2~~ Construction Sequencing.

<u>12.2.1</u> ~~11.2.1~~ General.

In general, the Requested In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System will determine the sequence of construction of Transmission Provider's Interconnection Facilities, Shared Network Upgrade(s) and Network Upgrade(s).

<u>12.2.2</u> ~~11.2.2~~ Advancing Construction of Transmission Provider's Interconnection Facilities, Shared Network Upgrade(s) and Network Upgrade(s) that are an Obligation of an Entity other than Interconnection Customer.

An Interconnection Customer with a GIA, in order to maintain its Requested In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Transmission Provider's Interconnection Facilities and Network Upgrade(s) that: (i) were assumed in the Interconnection Studies for such Interconnection Customer; (ii) are necessary to support such Requested 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 Requested In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such facilities to accommodate such request; provided that Interconnection Customer commits to pay Transmission Provider: (i) any associated expediting costs; and (ii) the cost of such facilities.

<u>12.2.3</u> ~~11.2.3~~ Advancing Construction of Transmission Provider's Transmission System Upgrade(s) that are Part of an Expansion Plan of the Transmission Provider.

An Interconnection Customer with a GIA, in order to maintain its Requested In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Transmission Provider's Transmission System upgrade(s) that: (i) Transmission Provider had publicly noticed as planned and needed for Transmission Provider's continued reliable delivery of retail electric service to Transmission Provider's retail load; (ii) are also necessary to support the Requested In-Service Date; and (iii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such Requested In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Transmission Provider's Transmission System upgrade(s) to accommodate such request; provided that Interconnection Customer commits to pay Transmission Provider any associated expediting costs. Interconnection Customer may be entitled to transmission credits if any, for any expediting costs paid, for projects connecting to a Joint Participation Project. Such transmission credits will only be paid by Joint Participant(s) obligated to pay such credits by a Governmental Authority.

<u>Section 13</u> ~~Section 12~~ Miscellaneous.

<u>13.1</u> ~~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 in the course of activities under this GIP.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential or CEII 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 or CEII.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this ~~Section 12.1~~Section 13.1 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 ~~12.1.1~~ Scope.

Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) 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; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIP; or (vi) is required, in accordance with ~~Section 12.1.6~~Section 13.1.6, 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 this GIP. 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.

13.1.2 ~~12.1.2~~ Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, or to parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this ~~Section 12.1~~Section 13.1 and has agreed to comply with such provisions.

13.1.3 ~~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.

13.1.4 ~~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.

13.1.5 ~~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.

13.1.6 ~~12.1.6~~ Order of Disclosure.

If (i) a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information; or (ii) SRP receives a public records request 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 GIP. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information after providing the other Party notice as required by this ~~Section 12.1.6~~Section 13.1.6 and an opportunity to seek a protective order. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. Interconnection Customer understands that, as a political subdivision of the State of Arizona, Transmission Provider may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). Provided that Transmission Provider complies with the procedural requirements of this ~~Section 12.1.6~~Section 13.1.6, and notwithstanding any other provision of this Agreement, SRP may release Interconnection Customer's Confidential Information to a third party in response to a public records request submitted by such party.

13.1.7 ~~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~~Section 13.1. 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~~Section 13.1, 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~~Section 13.1, 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~~Section 13.1.

13.1.8 ~~12.1.8~~ Disclosure of Confidential Information.

Any information that a Party claims is Confidential Information shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is: (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIP or as a transmission service provider or a Balancing Authority 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.

13.1.9 ~~12.1.9~~ Exemptions.

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).

13.1.10 ~~12.1.10~~ Destruction, Return and Retention of Confidential Information.

A Party shall, at the other Party’s election, destroy, in a confidential manner, or return the Confidential Information provided at the time the Confidential Information is no longer needed. A Party shall destroy all such information in tangible form upon written request of the other Party provided, however, that the Party may retain copies of any Confidential Information (including Confidential Information stored on electronic, magnetic or similar media) in accordance with policies and procedures implemented in order to comply with legal and regulatory recordkeeping requirements. The Party will keep such retained copies confidential as provided herein and will use them solely for the purpose of recordkeeping compliance.

13.2 ~~12.2~~ Delegation of Responsibility.

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

13.3 ~~12.3~~ Obligation for Study Costs.

13.3.1 ~~12.3.1~~ Study Costs Generally.

The costs of Cluster studies and Cluster Re-Studies shall be allocated among each Interconnection Customer within the Cluster as follows: (i) ninety percent (90%) of the applicable study costs on a pro-rata basis based on Requested Maximum Capacity included in the applicable Cluster; and (ii) ten percent (10%) of the applicable study costs on a per capita basis based on the number of Interconnection Requests included in the applicable Cluster.

Any difference between the Study Deposit and actual cost of the applicable Interconnection Study(ies) shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer(s) or offset against the cost of any future Interconnection Studies associated with the applicable Cluster prior to beginning any of such future Interconnection Studies. Upon Interconnection Customer's request, invoices for Interconnection Studies may include ~~an itemized accounting of~~ the cost of each Interconnection Study. Interconnection Customer(s) shall pay any such undisputed costs within fifteen (15) Calendar Days of receipt of an invoice. ~~Any~~If Interconnection Customer ~~that~~ fails to pay such undisputed costs within the time allotted ~~shall be deemed to withdraw its~~, then the Transmission Provider will deem the Interconnection Request ~~and will be subject to Withdrawal Penalties pursuant to Section 3.9.1 of this GIP~~deficient in accordance with Section 3.9. 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.

In the event that funds collected by the Transmission Provider are insufficient to cover the costs of Re-Study(ies), in accordance with this ~~Section 12.3~~Section 13.3, Transmission Provider shall invoice Interconnection Customer(s) for the estimated balance to complete the Re-Study(ies). Interconnection Customer shall submit payment no later than fifteen (15) Calendar Days after it receives the invoice from Transmission Provider.

13.3.2 ~~12.3.2~~ Study Costs Associated with Withdrawn Interconnection Requests.

In the event an Interconnection Customer withdraws its Interconnection Request prior to the commencement of the Cluster study process, Interconnection Customer must pay Transmission Provider the actual costs of processing its Interconnection Request and Interconnection Customer will not be assessed a Withdrawal Penalty in this case. In the event an Interconnection Customer withdraws its Interconnection Request after the commencement of the Cluster study process, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies ~~begun~~initiated prior to Interconnection Customer's withdrawal.

If an Interconnection Customer(s) withdraws its Interconnection Request and a Re-Study is required due to such withdrawal, the withdrawn Interconnection Customer(s) shall be responsible for the cost of the Re-Study pursuant to Section 13.3.1 of this GIP.

13.3.3 ~~12.3.3~~ Requested Modification Study Costs.

In the event an Interconnection Customer requests to modify its Interconnection Request, Interconnection Customer must pay Transmission Provider the actual costs of processing its requested modification. Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies in accordance with ~~Section 12.3.1~~Section 13.3.1 of this GIP.

13.4 ~~12.4~~ Third Parties Conducting Studies.

If (i) Transmission Provider gives notice that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study; or (ii) Interconnection Customer does not receive the Interconnection Study 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 the GIA. 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 provide all workpapers, ~~data bases~~databases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in ~~Section 12.1~~Section 13.1. 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 ~~Section 12.4(ii)~~Section 13.4(ii) 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 GIP, the GIA, and the relevant 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.

13.5 ~~12.5~~ Disputes.

13.5.1 ~~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 GIP, the GIA, or ~~their~~ performance thereunder, such Party (the disputing Party) shall provide the other Party with a 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 GIP.

13.5.2 ~~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 ~~up on~~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~~Section 13, the terms of this ~~Section 12~~Section 13 shall prevail.

13.5.3 ~~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 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 provision any of the above in any manner. Judgment on the arbitrator's decision may be entered in any court having jurisdiction. The Parties shall agree upon a standard of review for the arbitrator's decision at the time the dispute is submitted to arbitration. The decision of the arbitrator must also be submitted to SRP's Board of Directors for a final decision if it affects rates, terms or conditions of service or facilities.

13.5.4 ~~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: (i) 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 (ii) one half the cost of the single arbitrator jointly chosen by the Parties.

13.5.5 ~~12.5.5~~ Dispute Resolution.

If a Party has submitted a Notice of Dispute pursuant to ~~Section 12.5.1~~Section 13.5.1, 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~~Section 13.5 arbitration process, a Party may request that Transmission Provider engage in Non- binding Dispute Resolution pursuant to this ~~Section 12.5.5~~ Section 13.5.5 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 12.5.5~~Section 13.5.5 without first seeking mutual agreement to pursue the ~~Section 12.5~~Section 13.5 arbitration process. The process in this ~~Section 12.5.5~~Section 13.5.5 shall serve as an alternative to, and not a replacement of, the ~~Section 12.5~~Section 13.5 arbitration process. Pursuant to this process, a Transmission Provider must within thirty (30) ~~days~~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 GIP and GIA and shall have no power to modify or change any provision of the GIP and GIA 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 a ~~Section 12.5~~Section 13.5 arbitration. 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.

13.6 ~~12.6~~ Local Furnishing Bonds and other Tax-Exempt Bonds.

13.6.1 ~~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 GIP and the GIA, Transmission Provider shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this GIP and the GIA if the provision of such Interconnection 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.

13.6.2 ~~12.6.2~~ Transmission Providers that Own Facilities Financed by Other Tax- Exempt Bonds.

This provision is applicable only to a Transmission Provider that has financed facilities with tax-exempt bonds, as described in Section 103 of the Internal Revenue Code (other than local furnishing bonds) (tax-exempt bonds). Notwithstanding any other provisions of this GIP and the GIA, Transmission Provider shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this GIP and the GIA if the provision of such Interconnection Service would jeopardize the tax-exempt status of any tax-exempt bond(s) used to finance Transmission Provider's facilities that would be used in providing such Interconnection Service.

13.6.3 ~~12.6.3~~ 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) or tax-exempt bonds used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the Interconnection Customer within thirty (30) Calendar Days of receipt of the Interconnection Request.

INTERCONNECTION REQUEST FORM FOR A GENERATING FACILITY

INSTRUCTIONS: Interconnection Requests shall be submitted electronically. Refer to SRP's Business Practice for submitting an interconnection request available on OASIS for detailed instructions regarding the required information in this and subsequent GIP appendices.

Note: This GIP Interconnection Request Form applies to all Interconnection Requests.

Queue Position will be determined based on the receipt date and time of when all required items are received.

After a project is queued, any change to what is submitted will have to be formally evaluated to determine if the requested change is material.

For the Interconnection Request to be deemed valid, the following items must be executed by the Interconnection Customer and submitted to SRP:

☐ Completed Interconnection Request Form

☐ Cluster System Impact Study Agreement

☐ Point of Interconnection Facilities Study Agreement

☐ Network Upgrade(s) Facilities Study Agreement

☐ Non-Disclosure Agreement

For the Interconnection Request to be deemed valid, the following items must be submitted to SRP:

☐ Evidence of Site Control – Submit completed Attachment A of the Site Control Business Practice (see ~~Section 3.3.1(iv)~~Section 3.3.1(vi)) the GIP and SRP's Business Practice for Site Control for requirements

☐ Evidence of Commercial Readiness – see ~~Section 3.3.1(vii)~~ Section 3.3.1(viii) of the GIP for requirements

☐ Completed Attachment A and/or B to Appendix 1 as for each different type of generator

☐ General Electric Company Power Systems Load Flow (PSLF) model data (.epc)

☐ Dynamic model for each operating mode (.dyd)

☐ Generator Short Circuit Data (ASPEN Short Circuit model data (.OLR))

For the Interconnection Request to be deemed valid, the following items must be received by SRP via a cash payment:

☐ Application Fee in the amount of five thousand dollars ($5,000)

☐ Study Deposit in the amount of seventy-five thousand dollars ($75,000) plus one thousand dollars ($1,000) per MW of requested Generating Facility Capacity, not to exceed two hundred fifty thousand dollars ($250,000)

For the Interconnection Request to be deemed valid, the following items must be received via a cash payment or letter of credit:

☐ If applicable, a Security Deposit in the amount of one hundred thousand dollars ($100,000)

☐ If applicable, a Deposit in Lieu of Site Control in the amount of five hundred thousand dollars ($500,000)

☐ If applicable, a Deposit in Lieu of Commercial Readiness of seventy-five thousand dollars ($75,000) per MW of requested Generating Facility Capacity not to exceed seven million five hundred thousand dollars ($7,500,000). If a Deposit in Lieu of Commercial Readiness is submitted an additional Security Deposit need not be submitted pursuant to ~~Section 3.3.1(vi)~~Section 3.3.1(viii) of the GIP.

ALL FUNDS TO BE SENT VIA ACH OR WIRE TRANSFER

Refer to SRP's Interconnection Request Deposit and Readiness Milestone Payments Business Practice for instructions.

1. This Interconnection Request is for (check one):

☐ A proposed new Generating Facility.

☐ A change in the Generating Facility Capacity or a Material Modification to an Existing Generating Facility.

☐ A Material Modification evaluation for a currently queued project:

Queue Position No.: __________

Description of all requested changes: ______________________________

____

____

____

☐ Replacement of Existing Generating Facility with no increase in capacity:

Date of Cessation of Operation of Existing Generating Facility:

Expected Commercial Operation Date for Replacement Generator Facility:

2. Project and Contact Information:

I. Project Name: ________________________

II. Generating Facility Name: _________________________________

III. ~~II.~~ Address or location of the new or Existing Generating Facility site:

a. Street Address or major crossroads: ______________________________

b. City, State: ______________________________

c. County: ________________________

d. Zip Code: ____________

e. GPS Coordinates (decimal format):

Latitude: ______________________ Longitude: ____________________

f. Acreage of site: __________

IV. ~~III.~~ Approximate location of the proposed Point of Interconnection (POI) (i.e., specify substation name and voltage OR transmission line name, voltage level and approximate distance to nearest substation):

____

____

____

V. ~~IV.~~ General Description and arrangement diagram of project, generation type, fuels, equipment configuration, transformer connections, and line impedances.

____

____

____

VI. ~~V.~~ **Aggregate Generating Facility Capacity:**

A. Generating Facility Gross max nameplate capacity _____ (MW)

B. Generating Facility auxiliary load _____ (MW)

C. Generating Facility Capacity (net capacity) _____ (MW)

D. Generating Facility station service load (if any) _____ (MW)

E. Requested Maximum Capacity (total MW max injection at POI) [Note 1] _____ (MW)

a. Requested Maximum Capacity – summer _____ (MW)

b. Requested Maximum Capacity – winter ______ (MW)

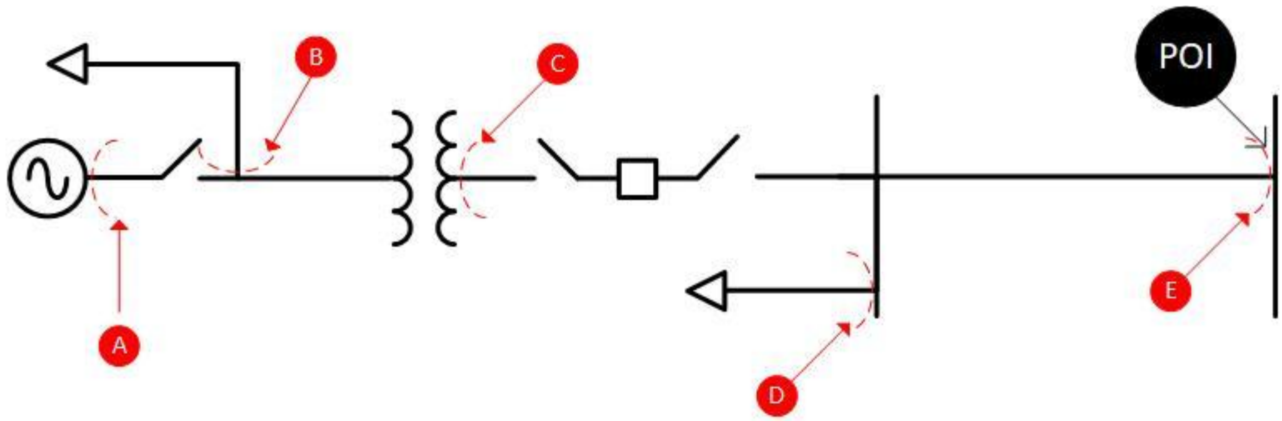

Figure 1 – Generalized Diagram of MW data needed

Note 1: The Requested Maximum Capacity (E) will be the MW value entered in the queue.

F. If the Generating Facility Capacity is more than the Requested Maximum Capacity, describe the controls that will be in place to limit the output at the POI to the Requested Maximum Capacity:

____

____

____

G. If there is storage capability for the Generating Facility, identify whether the charging will be from on-site generation or whether the charging will be from the grid and what the capacity and characteristics of any grid charging will be:

____

____

____

VII. ~~VI.~~ **Type of generating unit(s) and aggregate Gross Max Nameplate Capacity for each type:**

a. Rotating Synchronous Generator - Complete Attachment A to Appendix 1

Example Types: Cogeneration, Reciprocating Engine, Biomass, Steam Turbine, Gas Turbine, Hydro, Pumped-Storage Hydro, Combined-Cycle, Concentrated Solar, etc.

b. Inverter Based - Complete Attachment B to Appendix 1

Example Types: Wind, Photovoltaic, Battery Storage etc.

c. Other

a. Complete Attachment A or B to Appendix 1, as applicable

b. Other (please describe):

____
____
____

VIII. ~~VII.~~ **Requested Dates written as XX(day), month(word), 20XX(year), e.g. 10 April 2018) (these dates are needed for all phases of a project). If more than one phase, indicate the phase number and date for each item listed below:**

a. Requested In-Service Date: _________________________

b. Requested Initial Synchronization Date: ____________________________

c. Commercial Operation Date: _________________________

Note: Repeat this information for all phases of the project.

IX. ~~VIII.~~ **Name, address, telephone number, and e-mail address of the Interconnection Customer's primary contact person:**

a. Name: _________________________

b. Title: _________________________

c. Company Name: _______________________________

d. Street Address: _______________________________

e. City, State: _______________________________

f. Zip Code: ___________________

g. Phone Number: ___________________

h. Fax Number: ___________________

i. Email Address: ___________________

3. This Interconnection Request is submitted by:

I. Company Name/DBA Name: _______________________________

II. Name: _________________________

III. Title: _________________________

IV. Date: ______________________________

V. Signature: ____

☐ I understand that checking this box constitutes a legal signature confirming that I am the person indicated above and I am authorized to submit this Interconnection Request on behalf of the company indicated in this form. I also understand that by checking this box I am attesting to the validity and accuracy of the information provided in this Interconnection Request Form and all applicable attachments.

☐ I also understand that by checking this box, I acknowledge that I have read and agree to SRP's GIP and the applicable GIA, including the Withdrawal Penalty provisions therein. I also understand that requesting substantive revisions to the GIA may require additional review and approval, including review and acceptance by the SRP Board and the Joint Participants if an interconnection request proposes to interconnect to a Joint Participant Project.

Rotating Synchronous Generating Facility Data

This Attachment A to Appendix 1 must be completed for each of the Rotating Synchronous Generator types.

1. Provide via Email the following (SRP will not accept this data on CD, DVD or USB):

Single-line diagram showing applicable equipment such as generating units, step-up transformers, auxiliary transformers, switches/disconnects of the proposed interconnection, including the required protection devices and circuit breakers.

2. Turbine/Generator Unit Information by type (Attach information for other types and variations within each type)

I. Generator type: ______________________________

For example: Cogeneration, Reciprocating Engine, Biomass, Steam Turbine, Gas Turbine, Hydro, Pumped-Storage Hydro, Combined-Cycle, Concentrated Solar, etc.

a. Number of Generating Units of this type: _____

b. Gross Max Nameplate Capacity of each unit (MW): _____

c. Generator auxiliary load for each unit (MW): _____

d. Generator net capacity of each unit (A.-B.) (MW): _____

e. Auxiliary load when Generator is off-line (MW): _____

f. Auxiliary load of each unit when Generator is on-line (MW): _____

g. Max auxiliary load during generator start-up for each unit (MW): _____

h. Please attach seasonal or temperature generation profile for each unit

i. Manufacturer: ________________________________

j. Year Manufactured: _____

k. Nominal Terminal Voltage (kV): _____

l. Phase (three phase or single phase): __________________

m. Connection (Delta, Grounded WYE, Ungrounded WYE, impedance grounded): ____________________________

n. Generator Voltage Regulation Range (+/- %): _____

o. Generator Power Factor Regulation Range: _____

p. For combined-cycle plants, specify the plant net output capacity (MW) for an outage of the steam turbine or an outage of a single combustion turbine: _____

q. Other operating modes generators are capable of (condensing pumping, etc.): ______________________________

r. Rated Generator speed (rpm): _____

s. Rated MVA: _____

t. Rated Generator Power Factor: _____

u. Generator Efficiency at Rated Load: _____ (%)

v. Moment of Inertia (including prime mover), WR^2 ($lb. ft.^2$): _____

w. Inertia Time Constant (on machine base) H: _____ sec or MJ/MVA

x. SCR (Short-Circuit Ratio - the ratio of the field current required for rated open-circuit voltage to the field current required for rated short-circuit current): _____

y. Qmax at rated capacity: _____

z. Qmin at rated capacity: _____

aa. Please **attach** generator reactive capability curves.

bb. Please **attach** a plot of generator terminal voltage versus field current that shows the air gap line, the open-circuit saturation curve, and the saturation curve at full load and rated power factor.

3. Excitation System Information

Attach the block diagram of the excitation system from its instruction manual. The diagram should show the input, output, and all feedback loops of the excitation system.

I. Indicate the Manufacturer ______________________ and Type __________ of excitation system used for the generator. For exciter type, please choose from 1 to 8 below or describe in 9 the specific excitation system.

☐ 1. Rotating DC commutator exciter with continuously acting regulator. The regulator power source is independent of the generator terminal voltage and current.

☐ 2. Rotating DC commutator exciter with continuously acting regulator. The regulator power source is bus-fed from the generator terminal voltage.

☐ 3. Rotating DC commutator exciter with non-continuously acting regulator (i.e., regulator adjustments are made in discrete increments).

☐ 4. Rotating AC alternator exciter with non-controlled (diode) rectifiers. The regulator power source is independent of the generator terminal voltage and current (not bus-fed).

☐ 5. Rotating AC alternator exciter with controlled (thyristor) rectifiers. The regulator power source is fed from the exciter output voltage.

☐ 6. Rotating AC alternator exciter with controlled (thyristor) rectifiers.

☐ 7. Static exciter with controlled (thyristor) rectifiers. The regulator power source is bus-fed from the generator terminal voltage.

☐ 8. Static exciter with controlled (thyristor) rectifiers. The regulator power source is bus-fed from a combination of generator terminal voltage and current (compound-source controlled rectifiers system).

☐ 9. Other (specify): ______________________________

II. Excitation system response ratio (ASA): ______

III. Full load rated exciter output voltage: ______

IV. Maximum exciter output voltage (ceiling voltage): _____

V. Other comments regarding the excitation system:

____
____
____

4. Power System Stabilizer Information

Attach the block diagram of the power system stabilizer (PSS) from the PSS Instruction Manual and the correspondence between dial settings and the time constants or PSS gain.

Note: All new generators are required to install PSS unless an exemption has been obtained from WECC. Such an exemption can be obtained for units that do not have suitable excitation systems.

I. Manufacturer:_________________________

II. Is the PSS ☐ digital or ☐ analog?

III. Note the input signal source for the PSS:

a. ☐ Bus Frequency ☐ Shaft Speed ☐ Bus Voltage

b. ☐ Other (specify source):____

IV. Other comments regarding the PSS?

____

____

____

5. Turbine-Governor Information

Complete 5.I for steam, gas or combined-cycle turbines, 5.II for hydro turbines, and 5.III for both.

I. Steam, gas or combined-cycle turbines:

a. List type of unit (steam, gas, or combined-cycle): ____________________

b. If steam or combined-cycle, does the turbine system have a reheat process (i.e., both high and low pressure turbines)? ________________________

c. If steam with reheat process, or if combined-cycle, indicate in the space provided, the percent of full load power produced by each turbine:

i. Low pressure turbine or gas turbine: _____%

ii. High pressure turbine or steam turbine: _____%

II. Hydro turbines:

a. Turbine efficiency at rated load: _____%

b. Length of penstock: _____ ft

c. Average cross-sectional area of the penstock: _____ ft

d. Typical maximum head (vertical distance from the bottom of the penstock, at the gate, to the water level): _____ ft

e. Is the water supply run-of-the-river or reservoir: ____________________

f. Water flow rate at the typical maximum head: _____ ft/sec

g. Average energy rate: _____ kW-hrs/acre-ft

h. Estimated yearly energy production: _____ kW-hrs

III. Complete this section for each machine, independent of the turbine type.

a. Turbine manufacturer: ______________________________

b. Maximum turbine power output: _____ MW

c. Minimum turbine power output (while on line): _____ MW

d. Governor information:

i. Droop setting (speed regulation): _____

ii. Is the governor mechanical-hydraulic or electro-hydraulic (Electro-hydraulic governors have an electronic speed sensor and transducer.)? ______________________________

iii. Other comments regarding the turbine governor system?

____

____

____

6. Generator Short Circuit Data

I. For each generator model, provide the following reactances expressed in p.u. on the generator base:

a. X1 – positive sequence sub transient reactance: _____ p.u.**

b. X2 – negative sequence reactance: _____ p.u.**

c. X0 – zero sequence reactance: _____

II. For each generator model, select the generator grounding (select 1 for each model):

a. ☐ Solidly grounded

b. ☐ Grounded through an impedance (Impedance value in p.u. on generator base) R: _____ p.u. X: _____ p.u.)

c. ☐ Ungrounded

7. Step-Up Transformer Data

For each step-up transformer, **fill out the data form** provided in Table 1 in Attachment C.

8. Generator Tie Line Data

I. Nominal Voltage: ______ kV

II. Line Length: ______ miles

III. Line Termination Points: ______ __

IV. Conductor Type: ______ Size: ______ __

V. If Bundled. Number per phase: ______, Bundle spacing: ______ in.

VI. Phase Configuration. Vertical: ______, Horizontal: ______

VII. Phase Spacing: A-B: ______ ft., B-C: ______ ft., C-A: ______ ft.

VIII. Distance of lowest conductor to Ground at full load and 40 C: ______ ft

IX. Ground Wire Type: ______ Size: ______ Distance to Ground: ______ ft

X. Summer line ratings in amperes (normal and emergency): ______

XI. Positive Sequence Resistance (R): ______ p.u.** (for entire line length)

XII. Positive Sequence Reactance (X): ______ p.u.** (for entire line length)

XIII. Zero Sequence Resistance (R0): ______ p.u.** (for entire line length)

XIV. Zero Sequence Reactance: (X0): ______ p.u.** (for entire line length)

XV. Line Charging (B/2): ______ p.u.**

** On 100-MVA and nominal line voltage (kV) Base

9. Load Flow and Dynamic Models

Provide load flow model for the generating plant and its interconnection facilities in GE PSLF *.epc format, including new buses, generators, transformers, interconnection facilities. An equivalent model is required for the plant with generation collector systems. This data should reflect the technical data provided in this Attachment A.

Provide a short circuit model of the project in ASPEN format (*.OLR file) for inclusion in the short circuit modeling of the transmission system.

For each generator, governor, exciter and power system stabilizer, select the appropriate dynamic model from the General Electric PSLF Program Manual available in WECC's Approved Dynamic Model Library, and provide the required input data.

Provide dynamic model for each operating mode a generator can be operated, such as condensing or pumping mode.

Please note, a completed *.dyd file and *.OLR file that contain the information specified in this section needs to be provided at the time of submission of this Interconnection Request Form.

SRP cannot assist in the creation or modification of .dyd .epc or .OLR files.

If you require assistance in developing the models, we suggest you contact General Electric. Accurate models are important to obtain accurate study results. Costs associated with any changes in facility requirements that are due to differences between model data provided by the generation developer and the actual generator test data, may be the responsibility of the generation developer. Failure to provide accurate models with the Interconnection Request Form may result in the withdrawal of the project.

Inverter-Based Resource Data

This Attachment B to Appendix 1 must be completed for each of the Inverter-Based type.

1. Provide via Email the following (SRP will not accept this data on CD, DVD or USB):

Single-line diagram showing applicable equipment such as generating units, step-up transformers, auxiliary transformers, switches/disconnects of the proposed interconnection, including the required protection devices and circuit breakers. For wind and photovoltaic generator plants, the one-line diagram should include the distribution lines connecting the various groups of generating units, the generator capacitor banks, the step-up transformers, the distribution lines, and the substation transformers and capacitor banks at the Point of Interconnection with the SRP System.

2. Inverter-Based Resource information by type

I. **Attach** information for other types and variations within each type.

II. **Attach** a copy of the inverter reactive capability curves.

III. Generator type:

For example: Wind, Photovoltaic, Battery Storage etc. If wind turbine, specify the turbine type (1-4): _____ If battery storage, specify the technology type: ___

a. Number of aggregated Generating Units: _____

b. Gross Max Nameplate Capacity of each unit (MW): _____

c. Gross Max Nameplate charging load of each unit (MW): _____

d. Generator net capacity of each unit (A.-B.) (MW): _____

e. Auxiliary load when Generator is off-line (MW): _____

f. Auxiliary load when Generator is on-line (MW): _____

g. Charging Load if grid charging (MW): _____

h. Max auxiliary load during generator start-up for each unit (MW): _____

i. Please attach seasonal or temperature generation profile for each unit

j. Inverter Manufacturer: ______________________________________

k. Manufacturer Make: ____

l. Manufacturer Model Number: ____________________

m. Year Manufactured: ______

n. Nominal Terminal Voltage (kV): ______

o. Phase (three phase or single phase): ______________

p. Connection (Delta, Grounded WYE, Ungrounded WYE, impedance grounded): ______________________________

q. Reactive Power Control Mode (Voltage, Power Factor, Constant Q): ______

r. Generator Voltage Regulation Range (+/- %): ______

s. Generator Power Factor Regulation Range: ______

t. Rated MVA: ______

u. Rated Generator Power Factor: ______

v. Inverter Efficiency at Rated Load (%): ______

w. SCR (Short-Circuit Ratio - the ratio of the field current required for rated open-circuit voltage to the field current required for rated short-circuit current): ______

x. Qmax at rated capacity: ______

y. Qmin at rated capacity: ______

z. Please **attach** inverter reactive capability curves.

3. Induction Generator Data:

I. Rated Generator Power Factor at rated load: ______

II. Do you wish reclose blocking? ☐ Yes ☐ No

Note: Sufficient capacitance may be on the line now, or in the future, and the generator may self-excite unexpectedly.

4. Wind Generators

I. Number of generators to be interconnected pursuant to this Interconnection Request: ______

II. Rated: ______

III. Field Volts: ______

IV. Rated Field Amperes: ______

V. Motoring Power (MW): ______

VI. Neutral Grounding Resistor (if applicable): ______ I22t or K (Heating Time Constant): ______

VII. Rotor Resistance: ______

VIII. Stator Resistance: ______

IX. Stator Reactance: ______

X. Rotor Reactance: ______

XI. Magnetizing Reactance: ______

XII. Short Circuit Reactance: ______

XIII. Exciting Current: ______

XIV. Reactive Power Required in Vars (No Load): ______

XV. Reactive Power Required in Vars (Full Load): ______

XVI. Total Rotating Inertia, H: ______ Per Unit on 100 MVA Base

5. Generator Short Circuit Data

I. For each generator model, provide the following reactances expressed in p.u. on the generator base:

a. X1 – positive sequence subtransient reactance: ______ p.u.**

b. X2 – negative sequence reactance: ______ p.u.**

c. X0 – zero sequence reactance: ______

d. Generator X/R ratio: ______

II. For each generator model, select the generator grounding (select 1 for each model):

a. ☐ Solidly grounded

b. ☐ Grounded through an impedance (Impedance value in p.u on generator base) R: ______ p.u. X: ______ p.u.)

c. ☐ Ungrounded

6. **Step-Up Transformer Data**

For each step-up transformer, **fill out the data form** provided in Table 1 in ~~Attachment C~~Attachment C.

7. **Generator Tie Line Data**

I. Nominal Voltage: _____ kV

II. Line Length: _____ miles

III. Line termination Points: _____

IV. Conductor Type: _____ Size: _____

V. If bundled. Number per phase: _____, Bundle spacing: _____ in.

VI. Phase Configuration. Vertical: _____, Horizontal: _____

VII. Phase Spacing: A-B: _____ ft., B-C: _____ ft., C-A: _____ ft.

VIII. Distance of lowest conductor to Ground at full load and 40 C: _____ ft

IX. Ground Wire Type: _____Size: _____ Distance to Ground: _____ ft

X. Summer line ratings in amperes (normal and emergency): _____

XI. Positive Sequence Resistance (R): _____ p.u.** (for entire line length)

XII. Positive Sequence Reactance: (X): _____ p.u.** (for entire line length)

XIII. Zero Sequence Resistance (R0): _____ p.u.** (for entire line length)

XIV. Zero Sequence Reactance: (X0): _____ p.u.** (for entire line length)

XV. Line Charging (B/2): _____ p.u.**

** On 100-MVA and nominal line voltage (kV) Base

8. **For Wind/photovoltaic plants, collector System Equivalence Impedance Data** (Provide values for each equivalence collector circuit at all voltage levels.)

I. Nominal Voltage: _____

II. Summer line ratings in amperes (normal and emergency) ____________________

III. Positive Sequence Resistance (R1): _____ p.u.** (for entire line length of each collector circuit)

IV. Positive Sequence Reactance: (X1): _____ p.u.** (for entire line length of each collector circuit)

V. Zero Sequence Resistance (R0): ______ p.u.** (for entire line length of each collector circuit)

VI. Zero Sequence Reactance: (X0): ______ p.u.** (for entire line length of each collector circuit)

VII. Line Charging (B/2): ______ p.u.** (for entire line length of each collector circuit)

** On 100-MVA and nominal line voltage (kV) Base

9. Additional Information for Inverter-Based Resource(s)

I. Number of inverters to be interconnected pursuant to this Interconnection Request: ______

II. **Provide** the inverter-level and balance of plant protection settings for all applicable equipment ~~or software~~.

III. **Provide** ~~EMT~~ models ~~as described in the~~in accordance with SRP's Business Practice – IBR Modeling Requirements located on SRP's OASIS.

~~IV. Momentary cessation threshold: ______ p.u.** time delay (if in use)*: ______ sec~~

IV. ~~V.~~ Additional advanced grid support feature/technologies (e.g. grid forming, synthetic inertia, weak grid support, Plant Control): ______

V. ~~VI.~~ **Provide** supporting information for all ~~advance~~advanced features.

VI. ~~VII.~~ **Provide** a block diagram or description of the control system aggregator coordinating active and reactive power for systems with a Battery Energy Storage System.

~~*Note due to major outages caused by the use of momentary cessation settings on BES connected resources, the use of momentary cessation is not recommended.~~

**On 100-MVA and nominal line voltage (kV) Base

10. Load Flow and Dynamic Models

Provide IBR plant models following the specifications in SRP's Business Practice – IBR Modeling Requirements located on SRP's OASIS. This includes GE PSLF models, PSCAD electromagnetic transient (EMT) models, and ASPEN short-circuit models.

~~**Provide** load flow model for the generating plant and its interconnection facilities in GE PSLF *.epc format, including all new buses, generators, transformers, interconnection transmission facilities. An equivalenced model is required for the plant with generation collector systems. This data should reflect the technical data provided in this Attachment B.~~

~~For new generating facilities, select the appropriate generator and control models identified in WECC's Approve Dynamic Model Library and provide the required input data.~~

~~For additional guidance on providing adequate modeling, see the WECC's Data Preparation Manual.~~

~~**Provide** a short circuit model of the project in ASPEN format (*.OLR) for inclusion in the short circuit modeling of the transmission system.~~

~~Please note, completed *.dyd and *OLR files that contain the information specified in this section need to be provided at the time of submission of this Interconnection Request Form.~~

SRP cannot assist in the creation or modification of .dyd .epc or .OLR files.

~~If you require assistance in developing the models, we suggest you contact General Electric. Accurate models are important to obtain accurate study results. Costs associated with any changes in facility requirements that are due to differences between model data provided by the generation developer and the actual generator test data, may be the responsibility of the generation developer. Failure to provide accurate models with the Interconnection Request Form may result in the withdrawal of the project.~~

Failure to provide accurate models with the Interconnection Request Form may result in the withdrawal of the project.

TABLE 1

TRANSFORMER DATA
(Provide for each level of transformation)

UNIT ____

NUMBER OF TRANSFORMERS ____ PHASE ____

RATING	H Winding	X Winding	Y Winding
Rate MVA			
Connection (Delta, Wye, Gnd.)			
Cooling Type (OA, OA/FA, etc.)			
Temperature Rise Rating			
Rated Voltage			
BIL			
Available Taps (% of rating)			
Load Tap Changer? (Y or N)			
Tap Settings			
IMPEDANCE	**H-X**	**H-Y**	**X-Y**
Percent			
MVA Base			
Tested Taps			
WINDING RESISTANCE	**H**	**X**	**Y**
Ohms			

CURRENT TRANSFORMER RATIOS

H_________ X_________ Y _________N _________

Percent exciting current at 100% Voltage ______ 110% Voltage ______

Provide a copy of nameplate and manufacture's test report within ninety (90) ~~days~~Calendar Days of In-Service Date

Declaration of Site Control

I, ____________________, hereby declare and state as follows:

1. I am a(n) ____________________ [officer or an authorized employee, member or agent] of ____________________________ (Interconnection Customer) for the Interconnection Request associated with ______________________ [project name] and am authorized to bind Interconnection Customer.

2. Interconnection Customer has: (1) submitted to Transmission Provider all of the Site Control documents in their entirety for ________________ as required pursuant to SRP's Site Control requirements which are referenced in Transmission Provider's Business Practice manual; (2) that such documents satisfy the Site Control requirements; and (3) should the Interconnection Customer revise or supplement any of the documents submitted with the Interconnection Request, then the Interconnection Customer will provide Transmission Provider with the updated documents.

3. I have reviewed all such Site Control documents submitted for _________________ and have personal knowledge of its contents.

4. Interconnection Customer has Site Control for ____ acres of land for its Generating Facility.

5. Interconnection Customer has the right to develop, construct, operate, and maintain the Generating Facility or the land right to develop, construct, operate and maintain the Generating Facility and the Interconnection Customer's Interconnection Facilities, and there are no superior rights or encumbrances to the land prohibiting the Interconnection Customer from developing, constructing, operating or maintaining the Generating Facility as proposed in the Interconnection Request.

6. Interconnection Customer possesses Site Control in accordance with Section 3 of the GIP.

I declare under penalty of perjury that the foregoing is true and correct.

By: ________________________________

Name: ______________________________

Title: _______________________________

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") between Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"); and________________________, a(n) ____________________ organized and existing under the laws of the State of ___________________ ("Company").

RECITALS

For the purpose of furthering a potential business relationship between them with respect to Company's Interconnection Request for [Insert Name of Project] (the "Purpose"), SRP and Company (collectively, the "Parties" and individually each a "Party") have determined to establish terms governing the use and protection of certain information one Party ("Owner") may disclose to the other Party ("Recipient"). In some cases, the information that may be shared may be designated by either or both Parties to be Critical Energy/Electric Infrastructure Information ("CEII") or Bulk Electric System ("BES") Cyber System Information ("BCSI").

TERMS AND CONDITIONS

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the meanings provided in this Section 1:

a. "Affiliate" means, with respect to any Person, any other Person controlling, controlled by, or under common control with that Person.

b. "Confidential Information" means any of the following, in whatever form transmitted, that relates to the Purpose, or if not related to the Purpose, is nevertheless disclosed as a result or in furtherance of the Parties' discussions in that regard:

i. business, financial, technical, personnel, planning, or other information of an Owner that is: (A) disclosed in written, electronic, or other tangible form and conspicuously marked "confidential" or "proprietary" at the time of disclosure; or (B) disclosed orally, visually, or in another intangible form, and either substantially similar to the subject matter of the information marked "confidential" or "proprietary," or described as confidential or proprietary at the time of disclosure and confirmed as such in writing within seven days after the date of the disclosure; and

ii. any non-public information regarding the customers, employees, or contractors of Owner.

c. "Covered Information" means Confidential Information of an Owner that has been classified by Owner as CEII or BCSI, and any new information containing, or created using, that Confidential Information.

d. “Person” means any individual, corporation, partnership, limited liability company, trust, association, joint venture, governmental entity, or other entity.

e. “Representatives” means, with respect to any Party, that Party’s Affiliates and its and their respective directors, officers, employees, professional advisors, and consultants.

2. Treatment and Protection of Confidential Information.

(a) Confidential Information - General: Recipient shall keep confidential all Confidential Information, even if disclosed before the effective date of this Agreement. Recipient shall not, without Owner’s prior written consent, disclose any Confidential Information to any Person, except as expressly permitted under this Agreement. Recipient may use Confidential Information only for the Purpose and shall protect Confidential Information from disclosure to others using the same degree of care used to protect its own proprietary information of like importance, but in no case less than a reasonable degree of care. Recipient may disclose Confidential Information to its Representatives who have a need to know such Confidential Information for the Purpose and are bound to protect the received Confidential Information from unauthorized use and disclosure. Recipient will be responsible for any unauthorized use or disclosure of Confidential Information by its Representatives and any breach of this Agreement caused by its Representatives. The restrictions of this Agreement on the treatment and disclosure of Confidential Information shall apply to the fact that discussions regarding the Purpose are taking place.

(b) Covered Information: Owner will make every reasonable effort to mark all Covered Information in tangible form with “CEII,” “BCSI,” “Critical Energy Infrastructure Information,” “BES Cyber System Information,” or similar marking. If Recipient believes that Confidential Information not bearing such a marking is or may be Covered Information, or if there is any question whatsoever as to whether such information is Covered Information, Recipient shall contact Owner to seek guidance in that regard. Recipient shall maintain all Covered Information in a secure place that is accessible only to those Representatives listed on Exhibit A or Exhibit B, as applicable, attached to this Agreement (each, a “Recipient List”). Recipient must appropriately maintain its Recipient List and provide Owner with an updated Recipient List at least annually. With respect to Covered Information, Recipient also will ensure that access by any third party to BCSI shall be granted only in accordance with North American Electric Reliability Corporation Critical Infrastructure Protection Standards, and access by any third party to CEII shall be granted only in accordance with applicable regulatory requirements.

3. Exceptions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure by Owner; (ii) is or becomes publicly known through no wrongful act of Recipient or its Representative; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; (iv) is developed independently by Recipient, without use of or reference to Confidential Information; (v) is disclosed by SRP to implement SRP’s Generator Interconnection Procedures (GIP), including but not limited to, SRP disclosing Confidential Information to Interconnection Customer(s) in the Cluster(s) or to an Affected System Operator(s) as those terms are defined in the SRP GIP; or (vi) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, if Recipient notifies Owner, as soon as reasonably practical, of any order or request to disclose Confidential Information, or that such an order is being sought or request has been made (so that Owner, at its sole cost and expense, may have an opportunity to take appropriate action to maintain confidential handling of such information). Notwithstanding the foregoing, Covered Information

will not be deemed publicly known simply because some part of it is public or because similar information is public.

4. Permitted Disclosures. Company understands that, as a political subdivision of the State of Arizona, SRP is subject to Arizona's Open Meeting Law (A.R.S. § 38-431, et seq.) and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). Notwithstanding any other provision of this Agreement, SRP may disclose the following information in open meetings of its Board of Directors and committees thereof (the records of which are public) and related meeting agendas: (i) that discussions concerning the Purpose are taking place; (ii) that SRP may enter into one or more definitive agreements related to the Purpose with Company or its affiliates; (iii) the subject and nature of such potential agreements and the non-economic terms thereof; and (iv) the amount expected to be paid by one Party to the other under each such agreement during the term and, if applicable, during each year thereof. Furthermore, provided that SRP complies with the procedural requirements of Section 3 above, and notwithstanding any other provision of this Agreement, SRP may release Company's Confidential Information to any Person in response to a public records request submitted by such Person.

5. Return of Information. Confidential Information (including information in computer software or held in electronic storage media) is and shall remain the property of Owner. Recipient shall, upon Owner's written request, destroy (or at Owner's option, return) all such information in tangible form, except that Recipient may retain copies of any Confidential Information (including Confidential Information stored on electronic, magnetic, or similar media) in accordance with policies and procedures implemented to comply with legal and regulatory recordkeeping requirements. Recipient shall keep such retained copies confidential in accordance with this Agreement and, for Covered Information, any applicable regulatory requirements, and shall use them solely for recordkeeping compliance.

6. No Licenses or Warranties. No licenses or rights under any patent, copyright, or trademark are granted or are to be implied by this Agreement. Owner shall not have any liability or responsibility for errors or omissions in, or any business decision made by Recipient in reliance on, any Confidential Information.

7. Remedies. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to injunctive relief, which will be in addition to and not in lieu of any appropriate relief in the way of money damages. The Parties acknowledge that Confidential Information is unique and that disclosure in breach of this Agreement will result in irreparable injury to Owner. IN NO EVENT, WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES).

8. Effectiveness and Termination. This Agreement shall become effective as of the last date set forth beneath the Parties' signatures below and shall automatically expire three (3) years thereafter. Either Party may sooner terminate this Agreement upon 30 days' prior written notice to the other Party. Further, Owner may revoke Recipient's access to Covered Information at any time, with or without advance notice. The obligations contained herein with respect to Confidential Information shall survive and continue for a period of one year after expiration or termination of this Agreement. However, with respect to Covered Information, the confidentiality

obligations and covenants of this Agreement will survive until Owner or a court of competent jurisdiction determines that the Covered Information is no longer CEII or BCSI, or else shall remain in effect as long as permitted by law.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona without regard to its choice of law provisions. Any action, suit, or proceeding arising out of or relating to this Agreement shall be prosecuted in a court of competent jurisdiction in Maricopa County, Arizona, and the Parties irrevocably submit to the jurisdiction of any such court. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS THAT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT, OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

10. Miscellaneous. This Agreement: (i) is the complete agreement of the Parties with respect to the subejct matter hereof and supersedes any prior non-disclosure or similar agreements (whether oral or written) with respect to such subject matter (ii) does not obligate either Party to enter into an agreement with respect to the Purpose or to retain the services of or compensate the other Party in any manner; (iii) may not be amended except in a written instrument signed by the Parties; and (iv) may be executed in counterparts, including in facsimile and electronic formats (including portable document format (.pdf)) and with use of an electronic or digital signature, each of which will be deemed an original and all of which, when taken together, constitute one and the same instrument. Headings used herein are for reference only and are not a part of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date set forth above by its duly authorized representative.

Salt River Project Agricultural Improvement and Power District

By: ________________________________

Its: ________________________________

Date: ________________________________

[Insert Company Name]

By: ________________________________

Its: ________________________________

Date: ________________________________

EXHIBIT A

SRP's Representatives

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

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Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

EXHIBIT B

______________________ Representatives

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

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Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

Name: ____________________ Date: ____________________

CLUSTER SYSTEM IMPACT STUDY AGREEMENT
for the Cluster YY_QYY## Project

THIS AGREEMENT is made and entered into this ~~________________~~Click or tap to enter a date., by and between ~~____________ a(n) ______________~~Name of Interconnection Customer a(n) Type of Organization organized and existing under the laws of the State/Commonwealth of ~~________________~~(Interconnection Customer with a Generating Facility), and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (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 Generating Facility or Generating Facility Capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer and assigned a Queue Position date of _________________; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform a Cluster System Impact Study to assess the impact of interconnecting the Generating Facility to the Transmission System, and of any Affected Systems; 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 GIP.

2.0. Interconnection Customer elects and Transmission Provider shall cause to be performed a Cluster System Impact Study consistent with Section 6 of the GIP.

3.0. The scope of the Cluster System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0. The Cluster System Impact Study will be based upon the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 5.5 of the GIP. 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 Cluster System Impact Study. If any Interconnection Customer in the Cluster System Impact Study modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Cluster System Impact Study may be extended.

5.0. The Cluster System Impact 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
- description and non-binding, good faith estimated cost of the Network Upgrade(s) and Shared Network Upgrade(s) required to interconnect the Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0. Interconnection Customer will be responsible for all costs incurred by Transmission Provider associated with the Cluster System Impact Study.

7.0. Miscellaneous.

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

7.2 Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

7.3 Representations, Warranties, and Covenants. Each Party makes the following representations, warranties and covenants:

7.3.1 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; it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrade(s) owned by such Party, as applicable, are located; and it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

7.3.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).

7.3.3 No Conflict. The execution, delivery and performance of this Agreement 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.

7.3.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

7.4 Conflicts. In the event of a conflict between the body of this Agreement and any appendices hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

7.5 Rules of Interpretation. This Agreement, 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 agreement (including this Agreement), 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; (3) reference to any Applicable Laws and Regulations or Applicable Reliability Standards means such Applicable Laws and Regulations or Applicable Reliability Standards 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; (4) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this Agreement or such Appendix to this Agreement or such Section to this Agreement or such Appendix to this Agreement, as the case may be; (5) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof or thereof; (6) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (7) 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”.

7.6 Construction. This Agreement shall be construed as though the Parties participated equally in the drafting of the Agreement. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

7.7 Entire Agreement. This Agreement, including all Appendices 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 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.

7.8 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.

7.9 Waiver. 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. 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, or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

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

7.11 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.

7.12 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.

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

7.14 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that 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; and provided further that Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Section 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 Section is void and ineffective. Any assignment under this 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 required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.15 Indemnity. ~~The Parties~~Each Party ("Indemnifying Party") shall at all times indemnify, defend, and hold the other Party ("Indemnified Party") harmless from, any and all damages, losses, claims, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, for injury to or death of any person or damage to property, ~~arising out of or resulting from~~to which the Indemnified ~~Party's action or inactions of its obligations under this Agreement on behalf~~Party may be put or subject to by reason of any action, omission, negligence, or default on the part of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

7.15.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Section 7.15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 7.15 to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.15.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified ~~Person~~Party harmless under this Section 7.15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

7.15.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section ~~7.15.1~~7.15 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact.

~~7.15.3~~ Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party.

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

8.0. Consequential Damages. In no event shall either Party 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.

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.

Salt River Project Agricultural Improvement and Power District	**[Insert name of Interconnection Customer]**
By: ______	By: ______
Title: ______	Title: ______
Date: ______	Date: ______

ATTACHMENT A TO APPENDIX 3.1
CLUSTER SYSTEM IMPACT STUDY AGREEMENT

ASSUMPTIONS USED IN CONDUCTING THE CLUSTER SYSTEM IMPACT STUDY

The Cluster System Impact Study will be based upon the following assumptions:

____

____

____

Designation of Point of Interconnection and configuration to be studied.

____

____

Designation of alternative Point(s) of Interconnection and configuration.

____

____

Transmission Provider's good faith estimate for the time of completion of the Cluster System Impact Study is________________________.

Study of Interconnection Customer's preferred or requested Point of Interconnection or configuration or any alternatives thereto does not convey rights to any such specific Point(s) of Interconnection or configuration, Transmission Provider retains all rights to grant, through an executed Interconnection Agreement, interconnection to specific Point(s) of Interconnection and configurations based upon impacts to reliability of Transmission Provider's system.

[**Above assumptions to be completed at the Scoping Meeting with Transmission Provider**]

POINT OF INTERCONNECTION FACILITIES STUDY AGREEMENT for the Cluster YY_QYY## Project

THIS AGREEMENT is made and entered into this Click or tap to enter a date., by and between ~~a(n)~~ Name of Interconnection Customer a(n) Type of Organization organized and existing under the laws of the State/Commonwealth of Click or tap here to enter text. (Interconnection Customer with a Generating Facility), and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (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 Generating Facility or Generating Facility Capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer and assigned a Queue Position date of _______________; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform a Point of Interconnection Facilities Study to determine the appropriate location for the Point of Interconnection within a switchyard or substation to interconnect the Generating Facility at the Point of Interconnection in accordance with Good Utility Practice.

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 GIP.

2.0. Interconnection Customer elects and Transmission Provider shall cause a Point of Interconnection Facilities Study consistent with Section 8 of the GIP to be performed in accordance with the Tariff.

3.0. The scope of the Point of Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.

4.0. The Point of Interconnection Facilities Study report shall provide a description, estimated cost of (consistent with Attachment A to this Agreement), schedule for required facilities to interconnect the Generating Facility to the Transmission System.

5.0. Interconnection Customer shall be responsible for all costs incurred by Transmission Provider associated with the Point of Interconnection Facilities Study. Any difference between the Interconnection Customer's deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate or applied to subsequent study costs, all as provided for in the GIP.

The time for completion of the Point of Interconnection Facilities Study is specified in Attachment A to this Agreement.

6.0. Miscellaneous.

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

6.2 Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

6.3 Representations, Warranties, and Covenants. Each Party makes the following representations, warranties and covenants:

6.3.1 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; it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrade(s) owned by such Party, as applicable, are located; and it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

6.3.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).

6.3.3 No Conflict. The execution, delivery and performance of this Agreement 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.

6.3.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

6.4 Conflicts. In the event of a conflict between the body of this Agreement and any appendices hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

6.5 Rules of Interpretation. This Agreement, 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 agreement (including this Agreement), 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; (3) reference to any Applicable Laws and Regulations or Applicable Reliability Standards means such Applicable Laws and Regulations or Applicable Reliability Standards 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; (4) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this Agreement or such Appendix to this Agreement or such Section to this Agreement or such Appendix to this Agreement, as the case may be; (5) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof or thereof; (6) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (7) 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".

6.6 Construction. This Agreement shall be construed as though the Parties participated equally in the drafting of the Agreement. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

6.7 Entire Agreement. This Agreement, including all Appendices 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 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.

6.8 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.

6.9 Waiver. 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. 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, or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

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

6.11 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.

6.12 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.

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

6.14 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that 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; and provided further that Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Section 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 Section is void and ineffective. Any assignment under this 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 required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.15 Indemnity. ~~The Parties~~Each Party ("Indemnifying Party") shall at all times indemnify, defend, and hold the other Party ("Indemnified Party") harmless from, any and all damages, losses, claims, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, for injury to or death of any person or damage to property, ~~arising out of or resulting from~~to which the Indemnified ~~Party's action or inactions of its obligations under this Agreement on behalf~~Party may be put or subject to by reason of any action, omission, negligence, or default on the part of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

6.15.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Section 6.15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 6.15 to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.15.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified ~~Person~~Party harmless under this Section 6.15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

6.15.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section ~~6.15.1~~6.15 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact.

~~6.15.3~~ Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party.

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

7.0. Consequential Damages. In no event shall either Party 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.

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.

Salt River Project Agricultural Improvement and Power District	~~________________________________~~ **[Insert name of Interconnection Customer]**
By: ______________________________	By: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______	Date: ______________________________

ATTACHMENT A TO APPENDIX 3.2
POINT OF INTERCONNECTION FACILITIES STUDY AGREEMENT

ASSUMPTIONS AND SCHEDULE USED IN CONDUCTING THE POINT OF INTERCONNECTION FACILITIES STUDY

The Point of Interconnection Facilities Study Agreement will be based on the following assumptions:

____

____

____

Designation of Point of Interconnection and configuration to be studied:

____

____

Designation of alternative Point(s) of Interconnection and configuration:

____

____

Transmission Provider's good faith estimate for the time of completion of the Point of Interconnection Facilities Study is______________________.

Study of Interconnection Customer's preferred or requested Point of Interconnection or configuration or any alternatives thereto does not convey rights to any such specific Point(s) of Interconnection or configuration, Transmission Provider retains all rights to grant, through an executed Interconnection Agreement, interconnection to specific Point(s) of Interconnection and configurations based upon impacts to reliability of Transmission Provider's system.

[Above assumptions to be completed at the Scoping Meeting with Transmission Provider]

DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE POINT OF 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 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 Generating Facility in the Transmission Provider's service area? ☐ Yes ☐ No

If no, who is the local provider: _____

APPENDIX 3.3 TO GIP
NETWORK UPGRADE(S) FACILITIES STUDY AGREEMENT

NETWORK UPGRADES FACILITIES STUDY AGREEMENT
for the Cluster YY_QYY## Project

THIS AGREEMENT is made and entered into this Click or tap to enter a date., by and between ~~a(n)~~ Name of Interconnection Customer a(n) Type of Organization organized and existing under the laws of the State/Commonwealth of Click or tap here to enter text. (Interconnection Customer with a Generating Facility), and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (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 Generating Facility or Generating Facility Capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer and assigned a Queue Position date of ________________; and

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Transmission System; and

WHEREAS, Transmission Provider has completed a Cluster System Impact Study (the "Cluster System Impact Study") and provided the results of said study to Interconnection Customer; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform a Network Upgrade(s) Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System.

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 GIP.

2.0. Interconnection Customer elects and Transmission Provider shall cause a Network Upgrade(s) Facilities Study consistent with Section 8 of the GIP to be performed in accordance with the Tariff.

3.0. The scope of the Network Upgrade(s) Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement and the data provided in Attachment B to this Agreement.

4.0. The Network Upgrade(s) Facilities Study report: (i) shall provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the

Generating Facility to the Transmission System; and (ii) shall address the short circuit, instability, and power flow issues identified in the Cluster System Impact Study.

5.0. Interconnection Customer shall be responsible for all costs incurred by Transmission Provider associated with the Network Upgrade(s) Facilities Study. Any difference between the Interconnection Customer's deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate or applied to subsequent study costs, all as provided for in the GIP.

The time for completion of the Network Upgrade(s) Facilities Study is specified in Attachment A to this Agreement.

6.0. Miscellaneous.

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

6.2 Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

6.3 Representations, Warranties, and Covenants. Each Party makes the following representations, warranties and covenants:

6.3.1 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; it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrade(s) owned by such Party, as applicable, are located; and it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

6.3.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).

6.3.3 No Conflict. The execution, delivery and performance of this Agreement 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.

6.3.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

6.4. Conflicts. In the event of a conflict between the body of this Agreement and any appendices hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

6.5. Rules of Interpretation. This Agreement, 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 agreement (including this Agreement), 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; (3) reference to any Applicable Laws and Regulations or Applicable Reliability Standards means such Applicable Laws and Regulations or Applicable Reliability Standards 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; (4) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this Agreement or such Appendix to this Agreement or such Section to this Agreement or such Appendix to this Agreement, as the case may be; (5) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof or thereof; (6) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (7) 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".

6.6. Construction. This Agreement shall be construed as though the Parties participated equally in the drafting of the Agreement. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

6.7. Entire Agreement. This Agreement, including all Appendices 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 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.

6.8. 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.

6.9. Waiver. 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. 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, or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

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

6.11. 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.

6.12. 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.

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

6.14. Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that 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; and provided further that Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Section 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 Section is void and ineffective. Any assignment under this 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 required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.15. Indemnity. ~~The Parties~~Each Party (“Indemnifying Party”) shall at all times indemnify, defend, and hold the other Party (“Indemnified Party”) harmless from, any and all damages, losses, claims, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, for injury to or death of any person or damage to property, ~~arising out of or resulting from~~to which the Indemnified ~~Party's action or inactions of its obligations under this Agreement on behalf~~Party may be put or subject to by reason of any action, omission, negligence, or default on the part of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

6.15.1. Indemnified Party. If an Indemnified Party is entitled to indemnification under this Section 6.15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 6.15 to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.15.2. Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified ~~Person~~Party harmless under this Section 6.15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

6.15.3. Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section ~~6.15.1~~6.15 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact.

Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party.

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

7.0. Consequential Damages. In no event shall either Party 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.

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.

Salt River Project Agricultural Improvement and Power District	~~______________________~~ **[Insert name of Interconnection Customer]**
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date: ______	Date: ______________________

ATTACHMENT A TO APPENDIX 3.3
NETWORK UPGRADE(S) FACILITIES STUDY AGREEMENT

INTERCONNECTION CUSTOMER ASSUMPTIONS AND SCHEDULE FOR CONDUCTING

THE NETWORK UPGRADES FACILITIES STUDY

The Network Upgrade(s) Facilities Study Agreement will be based on the following assumptions:

____

____

____

Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within ~~one-hundred-five (105~~one-hundred-twenty (120) Calendar Days after finalizing the Cluster System Impact Study report.

[Above assumptions to be completed at the Scoping Meeting with Transmission Provider]

TRANSITIONAL SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this Click or tap to enter a date., by and between Name of Interconnection Customer a(n) Type of Organization organized and existing under the laws of the State/Commonwealth of Click or tap here to enter text. (Interconnection Customer with a Generating Facility), and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (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 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 Generating Facility with the Transmission System;

WHEREAS, Interconnection Customer has requested Transmission Provider to perform a Transitional System Impact Study to assess the impact of interconnecting the Generating Facility to the Transmission System, and of any Affected Systems;

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 GIP.

2.0. Interconnection Customer elects and Transmission Provider shall cause to be performed a Transitional System Impact Study consistent with Section 6 of the GIP.

3.0. The scope of the Transitional System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0. The Transitional System Impact Study will be based upon the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 5.5 of the GIP. 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 System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the Interconnection Request may be withdrawn.

5.0. A Transitional System Impact Study report may be provided only to Interconnection Customers with projects that were found to require mitigations or do not have a completed Interconnection System Impact Study. If required, the 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

- description and non-binding, good faith estimated cost of facilities required to interconnect the Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0. Interconnection Customer will be responsible for all costs incurred by Transmission Provider associated with the Transitional System Impact Study.

7.0. Transmission Provider's good faith estimate for the time of completion of the Transitional System Impact Study is one-hundred-forty-five (145) Calendar Days from execution of this agreement.

8.0. Miscellaneous.

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

8.2. Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

8.3. Representations, Warranties, and Covenants. Each Party makes the following representations, warranties and covenants:

8.3.1. 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; it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrade(s) owned by such Party, as applicable, are located; and it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

8.3.2. Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).

8.3.3. No Conflict. The execution, delivery and performance of this Agreement 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.

8.3.4. Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

8.4. Conflicts. In the event of a conflict between the body of this Agreement and any appendices hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

8.5. Rules of Interpretation. This Agreement, 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 agreement (including this Agreement), 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; (3) reference to any Applicable Laws and Regulations or Applicable Reliability Standards means such Applicable Laws and Regulations or Applicable Reliability Standards 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; (4) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this Agreement or such Appendix to this Agreement or such Section to this Agreement or such Appendix to this Agreement, as the case may be; (5) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof or thereof; (6) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (7) 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”.

8.6. Construction. This Agreement shall be construed as though the Parties participated equally in the drafting of the Agreement. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

8.7. Entire Agreement. This Agreement, including all Appendices 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 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.

8.8. 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.

8.9. Waiver. 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. 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, or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

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

8.11. 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.

8.12. 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.

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

8.14. Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that 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; and provided further that Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Section 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 Section is void and ineffective. Any assignment under this 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 required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

8.15. Indemnity. ~~The Parties~~Each Party ("Indemnifying Party") shall at all times indemnify, defend, and hold the other Party ("Indemnified Party") harmless from, any and all damages, losses, claims, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, for injury to or death of any person or damage to property, ~~arising out of or resulting from~~to which the Indemnified ~~Party's action or inactions of its obligations under this Agreement on behalf~~Party may be put or subject to by reason of any action, omission, negligence, or default on the part of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

8.15.1. Indemnified Party. If an Indemnified Party is entitled to indemnification under this Section 8.15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 8.15 to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

8.15.2. Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified ~~Person~~Party harmless under this Section 8.15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

8.15.3. Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section ~~8.15.1~~8.15 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact.

Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party.

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

9.0. Consequential Damages. In no event shall either Party 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.

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]	**[Insert name of Interconnection Customer]**
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

ATTACHMENT A TO APPENDIX 3.4
TRANSITIONAL SYSTEM IMPACT STUDY AGREEMENT

ASSUMPTIONS USED IN CONDUCTING THE TRANSITIONAL SYSTEM IMPACT STUDY

The Transitional System Impact Study will be based upon the following assumptions: _____

Designation of Point of Interconnection and configuration to be studied: _____

Other assumptions: _____

Configuration or any alternatives thereto does not convey rights to any such specific Point(s) of Interconnection or configuration, Transmission Provider retains all rights to grant, through an executed Interconnection Agreement, interconnection to specific Point(s) of Interconnection and configurations based upon impacts to reliability of Transmission Provider's system.

TRANSITIONAL FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this Click or tap to enter a date., by and between Name of Interconnection Customer a(n) Type of Organization organized and existing under the laws of the State/Commonwealth of Click or tap here to enter text. (Interconnection Customer with a Generating Facility), and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (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 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 Generating Facility with the Transmission System;

WHEREAS, Transmission Provider has completed a System Impact Study, or a Transitional System Impact Study (the "Transitional System Impact Study") and provided the results of said study to Interconnection Customer; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform a Transitional 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, or Transitional System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System.

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 GIP.

2.0. Interconnection Customer elects and Transmission Provider shall cause a Transitional Facilities Study consistent with Section 6 of the GIP to be performed in accordance with the Tariff.

3.0. The scope of the Transitional Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.

4.0. The Transitional Facilities Study report shall provide a description, estimated cost of (consistent with Attachment A to this Agreement), schedule for: (i) required facilities to interconnect the Generating Facility to the Transmission System; and (ii) required Network Upgrade(s) identified in the Interconnection System Impact Study or Transitional System Impact Study.

5.0. Interconnection Customer shall be responsible for all costs incurred by Transmission Provider associated with the Transitional Facilities Study. Any difference between the Interconnection Customer’s deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate or applied to subsequent study costs, all as provided for in the GIP.

The time for completion of the Transitional Facilities Study is specified in Attachment A to this Agreement.

6.0. Miscellaneous.

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

6.2. Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

6.3. Representations, Warranties, and Covenants. Each Party makes the following representations, warranties and covenants:

6.3.1. 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; it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrade(s) owned by such Party, as applicable, are located; and it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

6.3.2. Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).

6.3.3. No Conflict. The execution, delivery and performance of this Agreement 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.

6.3.4. Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

6.4. Conflicts. In the event of a conflict between the body of this Agreement and any appendices hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

6.5. Rules of Interpretation. This Agreement, 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 agreement (including this Agreement), 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; (3) reference to any Applicable Laws and Regulations or Applicable Reliability Standards means such Applicable Laws and Regulations or Applicable Reliability Standards 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; (4) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this Agreement or such Appendix to this Agreement or such Section to this Agreement or such Appendix to this Agreement, as the case may be; (5) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof or thereof; (6) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (7) 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”.

6.6. Construction. This Agreement shall be construed as though the Parties participated equally in the drafting of the Agreement. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

6.7. Entire Agreement. This Agreement, including all Appendices 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 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.

6.8. 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.

6.9. Waiver. 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. 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, or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

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

6.11. 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.

6.12. 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.

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

6.14. Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that 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; and provided further that Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Section 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 Section is void and ineffective. Any assignment under this 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 required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.15. Indemnity. ~~The Parties~~Each Party ("Indemnifying Party") shall at all times indemnify, defend, and hold the other Party ("Indemnified Party") harmless from, any and all damages, losses, claims, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, for injury to or death of any person or damage to property, ~~arising out of or resulting~~

~~from~~to which the Indemnified ~~Party's action or inactions of its obligations under this Agreement on behalf~~Party may be put or subject to by reason of any action, omission, negligence, or default on the part of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

6.15.1. Indemnified Party. If an Indemnified Party is entitled to indemnification under this Section 6.15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 6.15 to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.15.2. Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified ~~Person~~Party harmless under this Section 6.15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

6.15.3. Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section ~~6.15.1~~6.15 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact.

~~6.15.3.~~ Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party.

Notwithstanding the foregoing, the Indemnifying Party: (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the

Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party; and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be reasonably withheld, conditioned or delayed.

7.0. Consequential Damages. In no event shall either Party 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.

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] Transmission Owner, if applicable]	**[Insert name of Interconnection Customer]**
By: ______________________________	By: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE TRANSITIONAL INTERCONNECTION FACILITIES STUDY

Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Transitional Interconnection Facilities Study report to Interconnection Customer within one-hundred-eighty (180) Calendar Days after of receipt of an executed copy of this Transitional Interconnection Facilities Study Agreement.

DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE TRANSITIONAL 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 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 Generating Facility in the Transmission Provider's service area?
- ☐ Yes ☐ No

  If no, who is the local provider: _____

- Please provide proposed schedule dates:

Begin Construction	Date:
Requested In-Service Date:	Date:
Requested Initial Synchronization Date:	Date:
Commercial Operation Date:	Date:

GENERATOR REPLACEMENT STUDY AGREEMENT
for the Cluster YY_QYY## Project

THIS AGREEMENT is made and entered into this Click or tap to enter a date., by and between Name of Interconnection Customer a(n) Type of Organization organized and existing under the laws of the State/Commonwealth of Click or tap here to enter text. (Interconnection Customer with a Generating Facility), and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (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 3.11 of the GIP; and

WHEREAS, Interconnection Customer has submitted to Transmission Provider all information required under Section 3.11 of the GIP, including an updated Appendix 1 for the Replacement Generating Facility.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's GIP.

2. Interconnection Customer elects and Transmission Provider shall cause a Reliability Assessment Study and a Replacement Impact Study to be performed consistent with Section 3.11 of the GIP and in accordance with the Tariff.

3. Interconnection Customer shall provide a deposit of seventy-five thousand dollars ($75,000) for the performance of the Replacement Impact Study and Reliability Assessment Study. Transmission Provider's good faith estimate for the time of completion of the Replacement Impact Study and Reliability Assessment Study is ______.

4. Upon receipt of the final study results, Transmission Provider shall charge, and Interconnection Customer shall pay the actual costs of the Interconnection Study.

5. Any difference between the initial deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

6. Miscellaneous.

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

6.2. Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

6.3. Representations, Warranties, and Covenants. Each Party makes the following representations, warranties and covenants:

6.3.1. 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; it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrade(s) owned by such Party, as applicable, are located; and it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

6.3.2. Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).

6.3.3. No Conflict. The execution, delivery and performance of this Agreement 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.

6.3.4. Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

6.4. Conflicts. In the event of a conflict between the body of this Agreement and any appendices hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

6.5. Rules of Interpretation. This Agreement, 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 agreement (including this Agreement), 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; (3) reference to any Applicable Laws and Regulations or Applicable Reliability Standards means such Applicable Laws and Regulations or Applicable Reliability Standards 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; (4) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this Agreement or such Appendix to this Agreement or such Section to this Agreement or such Appendix to this Agreement, as the case may be; (5) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof or thereof; (6) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (7) 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".

6.6. Construction. This Agreement shall be construed as though the Parties participated equally in the drafting of the Agreement. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

6.7. Entire Agreement. This Agreement, including all Appendices 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 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.

6.8. 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.

6.9. Waiver. 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. 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, or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

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

6.11. 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.

6.12. 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.

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

6.14. Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that 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; and provided further that Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Section 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 Section is void and ineffective. Any assignment under this 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 required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.15. Indemnity. ~~The Parties~~Each Party ("Indemnifying Party") shall at all times indemnify, defend, and hold the other Party ("Indemnified Party") harmless from, any and all damages, losses, claims, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, for injury to or death of any person or damage to property, ~~arising out of or resulting from~~to which the Indemnified ~~Party's action or inactions of its obligations under this Agreement on behalf~~Party may be put or subject to by reason of any action, omission, negligence, or default on the part of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

6.15.1. Indemnified Party. If an Indemnified Party is entitled to indemnification under this Section 6.15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 6.15 to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.15.2. Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified ~~Person~~Party harmless under this Section 6.15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

6.15.3. Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section ~~6.15.1~~6.15 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact.

Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party.

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

7.0. Consequential Damages.

In no event shall either Party 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.

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 Generator Replacement Coordinator]	**[Insert name of Interconnection Customer]**
By: ______________________________	By: ______________________________
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

INTERCONNECTION ELECTROMAGNETIC TRANSIENT (EMT) STUDY AGREEMENT for the Cluster YY_QYY## Project

THIS AGREEMENT is made and entered into this Click or tap to enter a date., by and between Name of Interconnection Customer a(n) Type of Organization organized and existing under the laws of the State/Commonwealth of Click or tap here to enter text. ("Interconnection Customer") and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("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 Generating Facility or proposing a Generating Facility Modification consistent with the Interconnection Request submitted by Interconnection Customer dated ________________;

WHEREAS, Interconnection Customer desires to interconnect the Generating Facility with the Transmission System. The Transmission System may include but not be limited to certain types of equipment such as HVDC, power electronics and series capacitors;

WHEREAS, certain types of generating facilities, such as inverter-based resources, may be connected to the Transmission System in electrically close proximity to the Interconnection Customer's Generating Facility;

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Electromagnetic Transient Study ("EMT Study") to assess the impact of interconnecting the Generating Facility to the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's Generator Interconnection Procedures ("GIP").

2. At Transmission Provider's discretion, Transmission Provider shall cause to be performed an EMT Study using the model data found in Attachment B to Appendix 1, Section 9 of Transmission Provider's GIP and the EMT Models Business Practice found on Transmission Provider's OASIS.

3. The scope of the EMT Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4. 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 EMT 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 EMT Study may be extended. The EMT Study report shall provide the following information:

4.1 Simulation results of the power system at all frequencies and individual phase quantities under both balanced and unbalanced fault conditions.

4.2 Verification that the performance meets the requirements outlined in the Facility Connection Requirements ("FCR") posted on Transmission Provider's OASIS.

4.3 Identification of the impact of the Generating Facility, if any, on the Transmission System; if the mitigations of reliability risks are required for the Transmission System, the EMT Study report will provide a description and non-binding, good faith estimated cost of the facilities needed to mitigate the Transmission System impacts.

5. Interconnection Customer will be responsible for all costs incurred by Transmission Provider associated with the EMT Study.

6. Nothing in this Agreement nor any study work performed pursuant to this Agreement shall confer upon Interconnection Customer any right to a Point of Interconnection or interconnection transmission configuration, Transmission Provider retains all rights in accordance with the Transmission Provider's Tariff to grant or deny, interconnection to specific Point(s) of Interconnection and transmission configurations based upon impacts to reliability of Transmission Provider's system.

7. Transmission Provider's good faith estimate for the time of completion of the EMT Study is ______________.

8. Miscellaneous.

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

8.2 Governing Law: The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

8.3 Representations, Warranties, and Covenants. Each Party makes the following representations, warranties and covenants:

8.3.1 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; it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

8.3.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).

8.3.3 No Conflict. The execution, delivery and performance of this Agreement 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.

8.3.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

8.4 Conflicts. In the event of a conflict between the body of this Agreement and any appendices hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

8.5 Rules of Interpretation. This Agreement, 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 agreement (including this Agreement), 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; (3) reference to any Applicable Laws and Regulations or Applicable Reliability Standards means such Applicable Laws and Regulations or Applicable Reliability Standards 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; (4) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this Agreement or such Appendix to this Agreement or such Section to this Agreement or such Appendix to this Agreement, as the case may be; (5) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof or thereof; (6) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (7) 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.”

8.6 Construction. This Agreement shall be construed as though the Parties participated equally in the drafting of the Agreement. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

8.7 Entire Agreement. This Agreement, including all Appendices 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 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.

8.8 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.

8.9 Waiver. 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. 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, or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

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

8.11 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.

8.12 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.

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

8.14 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that 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; and provided further that Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection

Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Section 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 Section is void and ineffective. Any assignment under this 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 required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

8.15 Indemnity. Each Party ("Indemnifying Party") shall at all times indemnify, defend, and hold the other Party ("Indemnified Party") harmless from, any and all damages, losses, claims, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, for injury to or death of any person or damage to property, to which the Indemnified Party may be put or subject to by reason of any action, omission, negligence, or default on the part of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

8.15.1 Indemnified Party. If an Indemnified Party is entitled to indemnification under this Section 8.15 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under this Section 8.15, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

8.15.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Section 8.15, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

8.15.3 Indemnity Procedures. Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Section 8.15 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact.

Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party.

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

9. Consequential Damages. In no event shall either Party 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.

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.

Salt River Project Agricultural Improvement and Power District		**[Insert name of Interconnection Customer]**	
By:	______________	By:	______________
Title:	______________	Title:	______________
Date:	______________	Date:	______________

ATTACHMENT A TO APPENDIX 3.7 TO THE GIP
ASSUMPTIONS USED IN CONDUCTING THE EMT STUDY

ASSUMPTIONS USED IN CONDUCTING THE EMT Study

The EMT Study will be based upon the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

Assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider below.

Interconnection Customer Assumptions:

Transmission Provider Assumptions:

APPENDIX 4 TO THE GIP
GENERATOR REPLACEMENT COORDINATOR

1. OVERVIEW

1.1. Purposes and Objectives

This Appendix sets forth a framework whereby objective and verifiable assurance is provided to Interconnection Customers that Transmission Provider's Generation Replacement process under Section 3.11 of the GIP is administered in a non-discriminatory 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 function 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. Definitions

The capitalized terms used herein shall have the meaning ascribed to them in Section 1 of the GIP. Capitalized terms not included in Section 1 of the GIP shall be defined as follows:

Generator Replacement Coordinator (GRC) shall mean the party that meets the independence criteria of Section 2 and contracts with Transmission Provider to implement the provisions of this Appendix.

Replacement Interconnection Studies collectively refers to the Replacement Impact Study, Reliability Assessment Study and Generator Replacement Facilities Study.

2. GENERATOR REPLACEMENT COORDINATOR

2.1. Retention of the Generator Replacement Coordinator

The Transmission Provider shall contract with an independent qualified party to be known as the 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 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 Authority Area and first tier Balancing Authority 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. 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 or 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 to this Appendix, the GRC will have the authority to collect and analyze data relevant to its responsibilities.

2.3. Standards of Conduct and Conflicts of Interest

2.3.1. All employees of the GRC performing functions under this Appendix shall be treated, for purposes of SRP's Standards of Conduct 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 SRP's Standards of Conduct 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, shall comply at all times with the conflicts of interest and ethics policies. The GRC shall certify such compliance to the SRP Board and the Transmission Provider prior to issuing its first Replacement Interconnection Study and upon request by SRP's Board.

3. GENERATION REPLACEMENT FUNCTIONS

3.1. The GRC's Administration of the Generation Replacement Process

The GRC shall administer the Generation Replacement process included in the GIP, Section 3.11.

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 the GIP, Section 3.11. 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.

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, in formation, 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.

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 the GIP, Section 3.11 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 GIP, Section 3.11:

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 Generation 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.

3. Whenever the GRC determines that some or all of a Generation Replacement request must be processed as a new request for Interconnection Service pursuant to the GIP 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 Generation 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 the 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, then the GRC shall seek to resolve the matter expeditiously by meeting with the affected Interconnection Customer 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 resolve the dispute according to the GIP, Section 12.5.

5. ELECTRIC RELIABILITY ORGANIZATION COMPLIANCE

The GRC will perform its functions under this Appendix 4 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 Tariff. The Transmission Provider 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.

6.1.2. 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.

6.1.3. In the event that a dispute arises over access to data or information, either the Transmission Provider or GRC may refer the matter according to the GIP's dispute resolution process.

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, the GRC may request such information from 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 acknowledgement of the obligation of the GRC to maintain the confidentiality of the data. All information provided to the GRC by Interconnection Customer, 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 of objectives of this Appendix, 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 initiate Dispute Resolution referenced in ~~Section 12.5~~Section 13.5 of the GIP.

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. 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.

6.4. Collection and Retention of Information

The GRC shall regularly collect and maintain 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~~Section 6.3 above. The GRC shall adopt policies and procedures for the retention of information provided by Interconnection Customer. At the end of the applicable retention period, the GRC shall provide the data and information to Transmission Provider. Transmission Provider shall retain that information consistent with the applicable NERC document retention requirements.

7. BUDGETING AND FUNDING

The GRC and Transmission Provider shall reach agreement on budgeting and funding the GRC's functions under this Appendix 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 Transmission Provider do not result in appropriate incentives to favor Transmission Provider or any Interconnection Customer over the interests of another.

8. RIGHTS AND REMEDIES

With the exception of the limitation of liability provisions agreed to by the GRC and Transmission Provider, nothing herein shall prevent Transmission Provider or any other person or entity or any other applicable law, statute, or regulation, including the filing of a petition with or otherwise initiating a proceeding before FERC regarding any matter that is the subject of this Appendix.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

~~STANDARD~~ GENERATOR INTERCONNECTION AGREEMENT (GIA)

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STANDARD GENERATOR INTERCONNECTION AGREEMENT

This Generator Interconnection Agreement (Agreement) is made and entered into this Click or tap to enter a date., by and between Name of Interconnection Customer a(n) Type of Organization organized and existing under the laws of the State/Commonwealth of Click or tap here to enter text. (Interconnection Customer with a Generating Facility), and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (Transmission Provider). 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;

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a 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 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 Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 of this Agreement, shall have the meanings specified in the Article in which they are used or in Part I of the Open Access Transmission Tariff (Tariff). Where meanings conflict, those set forth herein shall prevail.

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 Standards shall mean the North American Electric Reliability Corporation (NERC) mandatory reliability standards, the Western Electric Coordinating Council (WECC) regional criteria and the Balancing Authority procedures and requirements.

Balancing Authority shall mean, as such definition may be amended from time to time by NERC the responsible entity that integrates resource plans ahead of time, maintains load interchange-generation balancing within a Balancing Authority Area, and supports interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load resource balance within this area as such definition may be amended from time to time by NERC.

Base Case shall mean the base case power flow, short circuit, and stability ~~data bases~~databases 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 Agreement.

Breaching Party shall mean a Party that is in Breach of this 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 deadline falls on a Saturday, Sunday, or federal holiday, the time period is extended to the next Business Day.

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

Cluster shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting the Cluster System Impact Study and Network Upgrade(s) Facilities Study.

Cluster 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 within the Cluster Request Window were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the GIP.

Cluster System Impact Study Agreement shall mean the form of agreement contained in Appendix 3.1 of the GIP for conducting the Cluster 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 (COD) shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this Agreement.

Common Facilities shall mean those certain facilities of the Transmission Provider described in Appendix H-1.

Common Facilities Use Fee shall mean the one-time payment by Interconnection Customer for the non-exclusive use and benefit of the Common Facilities, as described in Article 12.5 of this Agreement and detailed in Appendix H-2 to this 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. Confidential Information shall also include Critical Energy Infrastructure Information.

Connection(s) shall mean each termination in the (Insert Name of Substation/Switchyard), as shown in Figure 1 of Appendix A to this Agreement, as such figure may be revised by the Transmission Provider from time to time in accordance with this Agreement to accurately reflect the then-current terminations in the (Insert Name of Substation/Switchyard).

Cost Responsibility Ratio (CRR) is the ratio of responsibility for costs allocated to the Interconnection Customer and detailed in Appendix I to this Agreement.

Critical Energy/Electric Infrastructure Information (CEII) shall mean specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (a) relates details about the production, generation, transportation, transmission, or distribution of energy; (b) could be useful to a person in planning an attack on critical infrastructure; (c) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. § 552; and (d) does not simply give the general location of the critical infrastructure.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 19 of this 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 Upgrade(s) 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. Distribution Upgrades do not include Interconnection Facilities.

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

Electromagnetic Transient (EMT) Study is a dynamic simulation of a power system that models the electromagnetic transient behavior of inverter-based resources (IBRs) and other dynamic devices under a range of operating and fault conditions.

Electromagnetic Transient (EMT) Study Agreement shall mean the form of agreement contained in Appendix 3.7 to the GIP for conducting the Electromagnetic Transient Study.

Electric Storage Resource shall mean a resource capable of receiving electric energy from the grid or onsite generation, and storing it for later injection of electric energy back to the grid.

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 Interconnection Customer is not obligated by this Agreement to possess black start capability.

Engineering, Procurement, and Construction Agreement (EPC Agreement) shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead time items and construction necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws and 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 Generator 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 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 may consist of one or more generating unit(s) and/or storage device(s) which 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 at the Point of Interconnection where it includes multiple energy production devices.

Generating Facility Modification shall mean modification to the Existing Generating Facility, including comparable replacement of only a portion of the equipment at the Existing Generating Facility.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Transmission Provider's Tariff.

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, including those practices as required by the Federal Power Act section 215(a)(4).

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 a Party, its respective facilities, or the respective services it provides, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power.

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 Transmission Provider's Interconnection Facilities will be energized and backfeed power will be available to Interconnection Customer.

Interconnection Customer shall mean an entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, or representative of an Existing Generating Facility, that proposes to interconnect its Generating Facility or Replacement 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 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 Transmission Provider's Interconnection Facilities and Interconnection Customer's Interconnection Facilities.

Interconnection Facilities Study(ies) shall mean the Point of Interconnection Facilities Study and the Network Upgrade(s) Facilities Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the GIP, 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 the Transmission Provider to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this Agreement and, if applicable, the Transmission Provider's Tariff. Interconnection Service does not convey transmission service.

Interconnection Study shall mean any of the following studies: the Cluster System Impact Study, the Network Upgrade(s) Facilities Study, the Point of Interconnection Facilities Study, the Transitional Facilities Study, the Transitional System Impact Study, the Replacement Impact Study, the Reliability Assessment Study ~~and~~, the Generator Replacement Interconnection Facilities Study and the Electromagnetic Transient Study as described in the GIP.

Inverter-Based Resource shall mean any technology that requires an inverter to convert direct current (DC) electricity into alternating current (AC) electricity and is directly connected to the bulk power system. An Inverter-Based Resource may be a Generating Facility and/or Electric Storage Resource.

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.

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 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 impact on the cost or timing of any other Interconnection Request ~~with~~in a later or equal Queue Position; or (2) a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generation Replacement, and that has a material impact on the Transmission System, as compared to the impacts of the Existing Generating Facility prior to the modification or replacement. The evaluation may consist of various analyses, including but not limited to, power flow, transient and post-transient stability, power factor, and a short circuit analysis.

Maximum Capacity shall mean the maximum megawatt capacity that the Generating Facility will generate at the Point of Interconnection as verified by the Transmission Provider.

Mitigation Facility Fee shall mean the fee to be paid by the Interconnection Customer as determined by the Transmission Provider in accordance with Appendix K to this Agreement.

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

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

Network Upgrade(s) 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 Generating Facility to the Transmission Provider's Transmission System.

Network Upgrade(s) Facilities Study shall mean a study conducted by the Transmission Provider or its ~~third party~~third-party consultant to determine a list of facilities required to implement Network Upgrade(s) as identified in the Cluster System Impact Study, the cost of those Network Upgrade(s), and the time required to implement those Network Upgrade(s). The scope of the study is defined in Section 8 of the GIP.

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

Open Access Same-Time Information System (OASIS) shall mean the information system posted on the internet as maintained by the Transmission Provider.

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 this 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 this Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Point of Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or its third party consultant to determine a list of facilities, the cost of those facilities and the time required to interconnect the Generating Facility with the Transmission System. The scope of the study is defined in Section 8 of the GIP.

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 that Interconnection Customer satisfies all of the requirements of Section 3.3.1 of the GIP.

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

Re-Study(ies) shall mean the partial or complete reassessment of an Interconnection Study. The results of a Re-Study supersede and replace in whole or in part the results of the preceding Interconnection Study.

Requested In-Service Date shall mean the Interconnection Customer’s requested In-Service Date.

Requested Initial Synchronization Date shall mean the Interconnection Customer’s requested Initial Synchronization Date.

Requested Maximum Capacity shall mean the Interconnection Customer’s requested total Maximum Capacity at the Point of Interconnection.

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

Seven Year Queue Limit shall mean that date seven (7) years from the Interconnection Customer’s Queue Position date, upon which the Generating Facility is fixed at its Maximum Capacity or the then-current amount of capacity.

Shared Network Upgrade(s) shall mean a Network Upgrade that has been assigned to an Interconnection Customer(s) and is subsequently identified as necessary to accommodate the interconnection of the Generating Facility of an Interconnection Customer(s) in a later Cluster and meets the requirements pursuant to the process outlined in ~~Section 5.3 of~~ the GIP and SRP's Business Practice(s) posted on OASIS.

Site Control shall mean the land right to develop, construct, operate and maintain the Generating Facility~~, or the land right to develop, construct, operate and maintain the Generating Facility and the Interconnection Customer's Interconnection Facilities~~ in accordance with the GIP and SRP's Business Practice posted on OASIS.

SRP Business Practice(s) shall mean one or more business practices of SRP as posted on SRP's OASIS.

Stand Alone Network Upgrade(s) shall mean Network Upgrade(s) 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 Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this 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 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 fifteen (15) Business Days of its determination.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a 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 or (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 SRP open access transmission tariff as amended or modified from time to time.

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 this Agreement to the extent necessary.

Transmission Provider shall mean the 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 (TPIF) shall mean all facilities and equipment owned, controlled, or operated by Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities shall not include Distribution Upgrade(s), Stand Alone Network Upgrade(s) or Network Upgrade(s).

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 the Commercial Operation Date.

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.

WECC is the Western Electric Coordinating Council or its successor organization.

Article 2. Effective Date, Term, and Termination.

2.1. Effective Date.

This Agreement shall become effective upon execution by the Parties.

2.2. Term of Agreement.

This Agreement shall remain in effect unless and until terminated as provided for in Article 2.3 herein.

2.3. Termination Procedures.

2.3.1. Written Notice.

This Agreement may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice or by written mutual agreement by Interconnection Customer and Transmission Provider. Notwithstanding the foregoing, this Agreement shall not be terminated if the Interconnection Customer has been approved for replacing or modifying its Generating Facility per Section 3.11 of the GIP until the agreement associated with the Replacement Facility is in effect.

2.3.2. Default.

Either Party may terminate this Agreement in accordance with Article 19.

2.3.3. Compliance with Applicable Laws and Regulations.

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.

2.4. Termination Costs.

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 of such materials, equipment, or contracts.

If an Interconnection Customer terminates this Agreement, 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 Upgrade(s) 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 Agreement, 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 Agreement, the Parties will take all appropriate steps to disconnect the 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 Agreement or the non-terminating Party otherwise is responsible for these costs under this Agreement.

2.6. Survival.

This Agreement 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 Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. Regulatory Filings.

Interconnection Customer shall file this Agreement (and any amendment hereto) with the appropriate Governmental Authority, if required. Transmission Provider may request that any information so provided be subject to the confidentiality provisions of Article 24 herein.

Article 4. Scope of Service.

4.1. Provision of Service.

Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection. Interconnection Service shall not exceed the Maximum Capacity as specified in Appendix C to this Agreement.

4.2. Performance Standards.

Each Party shall perform all of its obligations under this Agreement 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 Agreement for its compliance therewith.

4.3. No Transmission Service.

The execution of this Agreement does not constitute a request for, nor the provision of, any transmission service under Transmission Provider's Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.4. Interconnection Customer Provided Services.

The services provided by Interconnection Customer under this Agreement are set forth in Article 11.6 and Article 15.4.1 herein. Interconnection Customer shall be paid for such services in accordance with Article 13.5 herein.

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

5.1. Options.

Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the Requested In-Service Date, Requested Initial Synchronization Date, and Commercial Operation Date; and either the Standard Option or Alternate Option set forth below, and such dates and selected option shall be set forth in Appendices A, B and E to this Agreement. 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 Upgrade(s), using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrade(s) by the dates set forth in Appendix B to this Agreement. 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 Upgrade(s) 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.

5.1.3. Option to Build.

Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of a portion of the Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrade(s) on the dates specified in Article 5.1.2 above and as provided for in SRP Business Practices posted on OASIS. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrade(s) and identify such Stand Alone Network Upgrade(s) in Appendix A to this Agreement. Except for Stand Alone Network Upgrade(s), Interconnection Customer shall have no right to construct Network Upgrade(s) under this option.

5.1.4. Negotiated Option.

If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, the Parties may in good faith attempt to negotiate terms and conditions (including revision of the specified dates, the provision of incentives, or the procurement and construction of all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrade(s) if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3 herein). If the Parties are unable to reach agreement on such terms and conditions, then pursuant to Article 5.1.1 herein, 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 Upgrade(s) if the Interconnection Customer elects to exercise the Option to Build.

5.2. General Conditions Applicable to Option to Build.

As described further in SRP Business Practices, if Interconnection Customer assumes responsibility for the design, procurement and construction of a portion of the Transmission Provider's Interconnection Facilities:

1. Interconnection Customer shall engineer, procure equipment, and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrade(s) (or portions thereof) using Good Utility Practice, approved equipment vendors, and using standards and specifications provided by Transmission Provider;

2. Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrade(s) 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 Upgrade(s);

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 Upgrade(s);

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 Upgrade(s), 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 Upgrade(s) 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 Upgrade(s) 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 Upgrade(s) before continuing any further activity;

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 Upgrade(s) under the terms and procedures applicable to Article 20 of this Agreement;

8. Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrade(s) to Transmission Provider;

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

10. Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrade(s) to the extent engineered, procured, and constructed in accordance with this Article 5.2;

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 Upgrade(s) are built to the standards and specifications required by Transmission Provider; and

12. If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Transmission Provider the actual amount of costs for Transmission Provider to execute the responsibilities enumerated to Transmission Provider under this Article 5.2.

5.3. Additional Contracts.

Transmission Provider and Interconnection Customer may enter into additional contracts as appropriate for activities related to engineering, procurement and construction of Interconnection Facilities and Network Upgrade(s).

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 Standards. 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 Generating Facility. If the 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.

5.5. Equipment Procurement.

If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrade(s) is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrade(s) 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 all required studies pursuant to the GIP;

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 to this Agreement or in the EPC Agreement; and

5.5.3. Interconnection Customer has provided security to Transmission Provider in accordance with Article 13.5 by the dates specified in Appendix B to this Agreement or in the EPC Agreement.

5.6. Construction Commencement.

Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrade(s) 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 Upgrade(s);

5.6.3. Transmission provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B to this Agreement; and

5.6.4. Interconnection Customer has provided security to Transmission Provider in accordance with Article 13.5 by the dates specified in the Appendix B to this Agreement.

5.7. Interconnection Customer's Interconnection Facilities.

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

5.7.1. Interconnection Customer's Interconnection Facility Specifications.

Interconnection Customer shall submit initial specifications for the Interconnection Customer's Interconnection Facilities, including System Protection Facilities, to Transmission Provider at least one hundred eighty (180) Calendar Days prior to the Requested In-Service Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Requested Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the Interconnection Customer's Interconnection Facilities 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.

5.7.2. 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 Generating Facility, or the Interconnection Customer’s Interconnection Facilities. Interconnection Customer shall make such changes to the Interconnection Customer’s Interconnection Facilities as may reasonably be required by Transmission Provider, in accordance with Good Utility Practice, to ensure that the Interconnection Customer’s Interconnection Facilities are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider.

5.7.3. Interconnection Customer’s Interconnection Facilities Construction.

The Interconnection Customer’s Interconnection Facilities 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 Interconnection Customer’s Interconnection Facilities, such as: a one-line diagram, a site plan showing the Generating Facility and the Interconnection Customer’s Interconnection Facilities, plan and elevation drawings showing the layout of the Interconnection Customer’s Interconnection Facilities, 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 Generating Facility to the step-up transformers and the Interconnection Customer’s Interconnection Facilities, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Transmission Provider with specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.8. 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 records of installed equipment (as-built) drawings, information and documents for Transmission Provider’s Interconnection Facilities, including appropriate drawings and relay diagrams.

Transmission Provider will obtain control of Transmission Provider’s Interconnection Facilities and Stand Alone Network Upgrade(s) upon completion of such facilities.

5.9. 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 Requested 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.

5.10. 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.

5.11. Limited Operation.

If any of Transmission Provider's Interconnection Facilities or Network Upgrade(s) are not reasonably expected to be completed prior to the Requested Initial Synchronization Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrade(s) consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this Agreement. Transmission Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

5.12. Land of Other Property Owners.

If any part of Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrade(s) 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 expenses 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 Upgrade(s) upon such property.

5.13. 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, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this Agreement. 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. Such Access Rights shall be subject to modification and relocation by the Transmission Owner as described in Article 5.1 of this Agreement and shall each terminate without further act of any Party upon termination of this Agreement. Upon such termination, each grantee under the applicable Access Right shall execute and deliver to the requesting Party in recordable form an instrument evidencing such termination.

5.14. Permits.

The Interconnection Customer bears sole responsibility for obtaining all permits, licenses and authorizations required for the requested interconnection, unless otherwise specifically noted in Appendix B to this Agreement.

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 Requested In-Service Date, all or any portion of any Network Upgrade(s) required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Interconnection Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's Requested 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 Upgrade(s) required under this Agreement 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 Agreement 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 14 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this Agreement pursuant to this Article 5.16, and has not requested Transmission Provider to recommence the work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, this Agreement 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.

Notwithstanding the forgoing, nothing in this section supersedes, modifies or tolls the requirements set forth in Section 3.3.2 of the GIP associated with this Agreement. At the end of the Seven Year Queue Limit, the amount of capacity actually in service shall be reflected in Appendix C to this Agreement as the maximum interconnection service allowed.

Article 6. Taxes.

6.1. 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 Upgrade(s) shall be non-taxable, consistent with status of Transmission Provider as a municipal entity under applicable tax law and regulations.

6.2. Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider.

Notwithstanding Section 6.1, 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 under this Agreement for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

6.3. 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 Agreement. 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.

6.4. Property and Other Taxes.

The Interconnection Customer shall use reasonable efforts to have any taxing authority imposing any property taxes or assessments on the Interconnection Customer’s interconnection facilities, impose such taxes or assessments directly upon the Interconnection Customer on the basis of its ownership interest in the Interconnection Facilities. In the event such tax authorities hold the Transmission Provider liable for property taxes or voluntary payments in lieu thereof in accordance with the Transmission Provider’s normal practices (“in lieu payments”) on the Interconnection Customer’s Interconnection Facilities, all such property taxes (or in lieu payments) or other taxes will be billed to and paid by the Interconnection Customer.

6.5. Tax Status.

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect Transmission Provider's tax-exempt status with respect to issuance of bonds including, but not limited to, Local Furnishing Bonds, or other tax-exempt bonds. As used in this Agreement, the term “Local Furnishing Bonds” refers to tax-exempt bonds used to finance facilities for the local furnishing of electric energy, as described in Section 142(f) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of predecessor statutes.

Article 7. Modification of Facilities.

7.1. General.

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the 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 Upgrade(s) necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

7.2. Standards.

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

7.3. Modification Costs.

Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that 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 8. Testing and Inspection.

8.1. Testing and Modifications Prior to In-Service Date.

Prior to the In-Service Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities, and Network Upgrade(s) and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable 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 Generating Facility only if it has arranged for the delivery of such test energy.

8.2. Testing and Modifications Post Commercial Operation Date.

Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission 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.

8.3. Right to Observe Testing.

Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

8.4. Right to Inspect.

Each Party shall have the right, but shall have no obligation to:

(i) observe the other Party’s tests and/or inspection of any of its System Protection Facilities and other protective equipment, including power system stabilizers;

(ii) review the settings of the other Party’s System Protection Facilities and other protective equipment; and

(iii) review the other Party’s maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Section 8.4 shall be deemed to be Confidential Information and treated pursuant to Article 24 of this Agreement.

Article 9. Metering.

9.1. General.

Each Party shall comply with the Applicable Laws and Regulations and Applicable Reliability Standards. Unless otherwise agreed to by the Parties, Transmission Provider shall install Metering Equipment at or near the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the 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.

9.2. Check Meters.

Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check 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 Agreement, except as provided in Article 9.4 herein. 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.

9.3. Standards.

Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

9.4. 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 outside the ANSI C12 Standards for acceptable accuracy, 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.

9.5. 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 Generating Facility to the Point of Interconnection.

Article 10. Communications.

10.1. Interconnection Customer Obligations.

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

10.2. Remote Terminal Unit.

Prior to the In-Service Date of the Interconnection Facilities, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed 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 10.1. 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.

10.3. No Annexation.

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

10.4. Provision of Data from a Variable Energy Resource.

The Interconnection Customer with a Variable Energy Resource Generating Facility shall provide meteorological and forced outage data as required by Transmission Provider for power production forecasts. The Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide to Transmission Provider site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide to Transmission Provider site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to 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 to this Agreement, as they may change from time to time.

Article 11. Operations.

11.1. General.

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

11.2. Balancing Authority Area Notification.

At least one hundred twenty (120) Calendar Days before In-Service Date, Interconnection Customer shall notify Transmission Provider in writing of the Balancing Authority Area in which the Generating Facility will be located. All necessary arrangements, including but not limited to those set forth in Articles 9 and 10 of this Agreement, and Balancing Authority Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the Balancing Authority Area.

11.3. 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 Agreement. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this Agreement 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.

11.4. Interconnection Customer Obligations.

Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this Agreement. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Balancing Authority Area of which it is part, and such requirements as set forth in Appendix C to this Agreement. Appendix C 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 to this Agreement. If the output of the Generating Facility at the Point of Interconnection exceeds the Maximum Capacity, as specified in Appendix C to this Agreement, Transmission Provider, at its sole discretion, shall have the right to disconnect the Generating Facility until Interconnection Customer has demonstrated to Transmission Provider's satisfaction that sufficient controls are in place to limit the output of the Generating Facility at the Point of Interconnection to the Maximum Capacity. Interconnection Customer shall be fully responsible for any Adverse System Impact that is attributable to the Generating Facility exceeding the Maximum Capacity at the Point of Interconnection.

11.5. Start-Up and Synchronization.

Consistent with the Transmission Provider's procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Transmission Provider's Transmission System.

11.6. Reactive Power and Primary Frequency Response.

11.6.1. Power Factor Design Criteria.

11.6.1.1. Synchronous Generation. Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor of at least 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to all synchronous generators in the Balancing Authority Area on a comparable basis.

11.6.1.2. Non-Synchronous Generation. Interconnection Customer shall design the 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 a different power factor range that applies to all non-synchronous generators in the Balancing Authority 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.

11.6.2. Voltage Schedules.

Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 11.6.1 of this Agreement. Transmission Provider's voltage schedules shall treat all sources of reactive power in the Balancing Authority 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 Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 11.6.1 of this Agreement. If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

11.6.2.1. Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the 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 Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators interconnected in the Balancing Authority Area on a comparable basis.

11.6.3. Payment for Reactive Power.

Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when Transmission Provider requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 11.6.1, 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 13.5 or such other agreement to which the Parties have otherwise agreed.

11.6.4. Primary Frequency Response.

Interconnection Customer shall ensure the primary frequency response capability of its 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 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 five percent (5%) 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 Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; (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 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 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 Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Articles 11.6.4.1 and 11.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

11.6.4.1. Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the 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 five percent (5%); 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 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 Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

11.6.4.2. Timely and Sustained Response. Interconnection Customer s hall ensure that the 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 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 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 FERC-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

11.6.4.3. Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Articles 11.6.4, 11.6.4.1, and 11.6.4.2 of this Agreement. 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 11.6.4 herein, but shall be otherwise exempt from the operating requirements in Articles 11.6.4, 11.6.4.1, 11.6.4.2, and 11.6.4.4 herein.

11.6.4.4. Electric Storage Resources. Interconnection Customer interconnecting an Electric Storage Resource shall establish an operating range in Appendix C of this Agreement 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 11.6.4, 11.6.4.1, 11.6.4.2 and 11.6.4.3 herein. Appendix C to this Agreement 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 imitations 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 to this Agreement 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 11.6.4.2 herein 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 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.

11.7. Outages and Interruptions.

11.7.1. Outages.

11.7.1.1. Outage Authority and Coordination. Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrade(s) that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal. Notwithstanding the forgoing, the Transmission Provider, in all circumstances, retains ultimate authority to deny any non-Emergency Condition removal from service.

11.7.1.2. Outage Schedules. Transmission Provider shall post scheduled outages of its transmission facilities on OASIS. Interconnection Customer shall submit its planned maintenance schedules for the 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. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

11.7.1.3. Outage Restoration. If an outage on a Party's Interconnection Facilities or Network Upgrade(s) 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, whose operations or facilities are adversely affected, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

11.7.2. Interruption of Service.

If required by Good Utility Practice to do so, 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 11.7.2:

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

11.7.2.2. Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System if doing so will resolve the reasons for any given Transmission System problem;

11.7.2.3. 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;

11.7.2.4. 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;

11.7.2.5. The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection

Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

11.7.3. Under-Frequency and Over-Frequency Conditions.

The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Standards in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Generating Facility as required by the Applicable Reliability Standards to ensure "ride through" capability of the Transmission System. 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.

11.7.4. System Protection and Other Control Requirements.

11.7.4.1. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the 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 Generating Facility and Interconnection Customer's Interconnection Facilities.

11.7.4.2. Each Party's System Protection Facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

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

11.7.4.4. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 8 of this Agreement. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

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

11.7.4.6. Prior to the In-Service Date, and again prior to the Initial Synchronization Date, each Party or its agent shall perform a complete calibration test and functional trip test of its respective 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 respective System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

11.7.5. Requirements for Protection.

In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the 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 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 Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Generating Facility.

11.7.6. Power Quality.

Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by the most current electrical industry standards and SRP's Business Practices posted on OASIS.

11.8. Switching and Tagging Rules.

The Transmission Provider shall provide the Interconnection Customer a copy of its switching and tagging rules that are applicable to the Interconnection Customer's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

11.9. Use of Interconnection Facilities by Third Parties.

11.9.1. Purpose of Interconnection Facilities.

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

11.9.2. 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 Transmission Provider's Interconnection Facilities based upon the pro rata use of such 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, and in accordance with Appendix J to this Agreement.

11.10. Disturbance Analysis Data Exchange.

The Parties will cooperate with one another in the analysis of disturbances to either the 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 12. Maintenance.

12.1. 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 Agreement.

12.2. Interconnection Customer Obligations.

Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this Agreement.

12.3. Coordination.

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

12.4. Secondary Systems.

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

12.5. Operating and Maintenance Expenses.

Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for a pro rata share of 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. If in the future, a third party, or any Party, is to interconnect to the Transmission System, the cost responsibilities for operations, maintenance and replacement are to be determined by the number of terminations. Excluded from this methodology is the protection equipment exclusively used by any such new interconnector(s). These costs will be directly assigned to the owner of the interconnection which is being protected.

12.5.1. Payment for Use of Common Facilities.

If the Interconnection Customer is interconnecting into a pre-existing substation, the Interconnection Customer shall make the Common Facilities Use Fee payment to the Transmission Provider in accordance with the formula set forth in Appendix H-2 to this Agreement prior to the In-service Date. A similar Common Facilities Use Fee will be assessed to each future interconnection to the SRP switchyard consistent with this Article 12.5 and the Interconnection Customer will be reimbursed a pro rata share of those fees utilizing the same methodology as set forth in Appendix J to this Agreement.

12.5.2. Interconnection Customer Cost Responsibilities.

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 to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for:

(i) All expenses associated with owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities.

(ii) The Interconnection Customer Cost Responsibility (CRR) share of all expenses including overheads, associated with insurance costs, operation, maintenance, repair, replacement, enlargement or betterment of any unit of property or equipment pertaining to or associated with the Transmission Provider’s Common Facilities, Transmission Provider's Interconnection Facilities, all other interconnection facilities within the Transmission Provider’s switchyard. Such Interconnection Customer’s CRR shall be calculated as set forth in Appendix H-2 to this Agreement. Notwithstanding anything to the contrary in the preceding sentence, costs for Capital Improvements to the Transmission Provider’s Interconnection Facilities, which are requested by the Interconnection Customer, shall be the sole responsibility of the Interconnection Customer.

(iii) The CRR shall be recomputed by the Transmission Provider in accordance with Appendix I to this Agreement to reflect the installation of any additional Connection(s) at the Transmission Provider's switchyard and shall be effective upon the date of firm operation thereof. Upon completion of such recalculated, Transmission Provider shall revise Appendix I to this Agreement to reflect the then current CRRs.

(iv) In accordance with Article 14 herein and the specific payment provisions of each appendix to this Agreement, on or before the In-Service Date, the Interconnection Customer shall make, cause to be made, or provide evidence of payment of the Mitigation Facility Fee in accordance with the formulas set forth in Appendix K to this Agreement to Transmission Provider.

Article 13. Performance Obligation.

13.1. 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 to this Agreement, at its sole expense.

13.2. 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 to this Agreement, at the sole expense of the Interconnection Customer.

13.3. Network Upgrade(s) and Distribution Upgrade(s).

Transmission Provider or Transmission Owner shall design, procure, construct, install, and own the Network Upgrade(s) and Distribution Upgrade(s) described in Appendix A of this Agreement. The Interconnection Customer shall be responsible for all costs related to Network Upgrade(s) and Distribution Upgrade(s).

13.4. Shared Network Upgrade(s).

Interconnection Customer shall pay Transmission Provider or Transmission Owner for Shared Network Upgrade(s) identified pursuant to Section 5.3 of the GIP and memorialized in Appendix A to this Agreement. Payments shall be made in accordance with Section 3.5 of the GIP.

Transmission Provider or Transmission Owner subsequently shall disburse the payment for Shared Network Upgrade(s) to appropriate Interconnection Customer(s) from an earlier Cluster(s) with previously assigned costs associated with the Shared Network Upgrade(s) in accordance with Section 5.3 of the GIP. If the Shared Network Upgrade(s) is not in service, Interconnection Customer shall not be required to make a payment under Section 5.3 of the GIP until the Shared Network Upgrade(s) is in service. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrade(s), Transmission Provider or Transmission Owner shall not be responsible for Interconnection Customer's funding obligation.

13.5. Provision of Security.

At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrade(s), or Distribution Upgrade(s), Interconnection Customer shall provide Transmission Provider, at Transmission Provider's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider. 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 Upgrade(s), or Distribution Upgrade(s) and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes.

13.5.1. 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.

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

13.5.3. The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider.

13.6. Interconnection Customer Compensation.

If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 11.6.3 or 15.4.1 of this Agreement, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect. 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 Agreement, 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.

13.6.1. Interconnection Customer Compensation for Actions During Emergency Condition.

Transmission Provider 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 11.6.3 of this Agreement.

13.7. Facility Connection Requirements.

All Interconnection Customers are required to follow the requirements of the Facility Connection Requirements, as revised or updated from time to time, posted on OASIS, based upon the type of generation.

13.8. Data Modeling Requirements for Inverter-Based Resources.

Transmission Provider requires Interconnection Customer with Inverted-Based Resources to submit all modeling data as required in SRP's Business Practices.

Article 14. Invoice.

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

14.2. Final Invoice.

Within six months after completion of the construction of Transmission Provider's Interconnection Facilities and Network Upgrade(s), Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and Network Upgrade(s) 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.

14.3. Payment.

Invoices shall be rendered to the paying Party at the address specified in Appendix F to this Agreement. 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 Agreement.

14.4. Disputes.

In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this Agreement 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 19. 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.

Article 15. Emergencies.

15.1. Obligations.

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

15.2. 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 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 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.

15.3. 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 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.

15.4. Transmission Provider Authority.

15.4.1. 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 Generating Facility or Interconnection Customer's Interconnection

Facilities. Transmission Provider may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 15.4.2; directing Interconnection Customer to assist with black start (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations and Applicable Reliability Standards.

15.4.2. Reduction and Disconnection.

Transmission Provider may reduce Interconnection Service or disconnect the 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 Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

15.5. Interconnection Customer Authority.

Consistent with Good Utility Practice, Applicable Reliability Standards, and this Agreement, Interconnection Customer may take actions or inactions with regard to the 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 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.

15.6. Limited Liability.

Except as otherwise provided in Article 13.5.1 of this Agreement, 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 16. Regulatory Requirements and Governing Law.

16.1. Regulatory Requirements.

Each Party's obligations under this Agreement 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 Agreement 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.

16.2. Governing Law.

16.2.1. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Arizona, without regard to conflicts of law principles.

16.2.2. 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, rules, or regulations of a Governmental Authority. Nothing in this Agreement shall be meant to imply or cede jurisdiction to FERC or any other regulatory entity, to the extent that FERC or other regulatory entity does not have jurisdiction over a Party to this Agreement. FERC and other regulatory entities have limited jurisdiction over certain Parties and, by executing this Agreement, no Party is waiving or conceding any defenses it has to assert jurisdictional defenses, including, but not limited to, sovereign immunity, intergovernmental immunities, or lack of subject matter jurisdiction.

Article 17. Notices.

17.1. General.

Unless otherwise provided in this Agreement, 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 to this Agreement.

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

17.2. Billings and Payments.

Billings and payments shall be sent to the addresses set out in Appendix F to this Agreement.

17.3. 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 to this Agreement.

17.4. 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 of this Agreement.

Article 18. Force Majeure.

18.1. Force Majeure.

18.1.1. Economic hardship is not considered a Force Majeure event.

18.1.2. 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. 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 19. Default.

19.1. Default.

19.1.1. 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 Agreement 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 19.1.2 below, 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.

19.1.2. Right to Terminate.

If a Breach is not cured as provided in this Article 19, 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 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 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 Agreement.

Article 20. Indemnity, Consequential Damages and Insurance.

20.1. Indemnity.

Each Party (Indemnifying Party) shall at all times indemnify, defend, and hold the other Party (Indemnified Party) harmless from, any and all damages, losses, claims, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, for injury to or death of any person or damage to property, to which the Indemnified Party may be put or subject to by reason of any action, omission, negligence, or default on the part of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

20.1.1. Indemnified Party.

If an Indemnified Party is entitled to indemnification under this Article 20 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 20.1, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

20.1.2. Indemnifying Party.

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 20, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Loss, net of any insurance or other recovery.

20.1.3. Indemnity Procedures.

Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 20.1 above, may apply, the Indemnified Party shall notify the Indemnifying Party, in writing, of such claim or notice. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the

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

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

20.2. Consequential Damages.

In no event shall either Party 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.

20.3. Insurance.

Each Party shall, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Party, the following minimum insurance coverage, with insurers authorized to do business in the state where the Point of Interconnection is located:

20.3.1. 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.

20.3.2. 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.

20.3.3. Comprehensive Automobile Liability Insurance for cover 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.

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

20.3.5. 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 insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group.

20.3.6. The Commercial General Liability Insurance, Comprehensive Automobile 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 that 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.

20.3.7. The Commercial General Liability Insurance, Comprehensive Automobile 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 Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

20.3.8. 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 Agreement.

20.3.9. Within ten (10) days following execution of this 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 Agreement, executed by each insurer or by an authorized representative of each insurer.

20.3.10. Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Article 20.3.1 through 20.3.8 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 20.3.1 through 20.3.8. 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 20.3.1 through 20.3.9. 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 20.3.9.

20.3.11. 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 Agreement.

Article 21. Assignment.

This Agreement may be assigned by either Party only with the written consent of the other; provided that 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; and provided further that Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Provider with proof that it meets the requirements of Articles 13.5 and 20.3 of this Agreement. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this 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 required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 22. Severability.

If any provision in this Agreement 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 Agreement. 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 Article 5.1.2 or Article 5.1.4 of this Agreement, then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Article 5.1.1 of this Agreement.

Article 23. Comparability.

The Parties will comply with all applicable comparability laws, rules and regulations, as amended from time to time.

Article 24. Confidentiality.

The Parties agree to protect Confidential Information and not to release or disclose it, except as allowed by this Agreement. The confidentiality provisions of this Agreement supersede all prior non-disclosure agreement(s) for the proposed interconnection of Interconnection Customer's Generation Facility executed prior to the date of this Agreement.

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 Agreement. Information is Confidential Information only if it is clearly designated or marked in writing as confidential or CEII 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 or CEII.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 24 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.

24.1. Term.

During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 24, each Party shall hold in confidence and shall not disclose to any person Confidential Information. However, with respect to CEII, the confidentiality obligations and covenants of this Article 24 will survive until SRP or a court of competent jurisdiction determines that the information is no longer CEII, or else shall remain in effect as long as permitted by law.

24.2. 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 Agreement; or (6) is required, in accordance with Article 24.7 of this Agreement, 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 Agreement. 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.

24.3. Release of Confidential Information.

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the applicable 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 Agreement, unless such person has first been advised of the confidentiality provisions of this Article 24 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 24 .

24.4. 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.

24.5. 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.

24.6. 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 Agreement or its regulatory requirements.

24.7. Order of Disclosure.

If (i) a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, or (ii) SRP receives a public records request 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 Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information after providing the other Party notice as required by this Article 24.7 and an opportunity to seek a protective order. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. Interconnection Customer understands that, as a political subdivision of the State of Arizona, Transmission Provider may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). Provided that Transmission Provider complies with the procedural requirements of this Article 24.7, and notwithstanding any other provision of this Agreement, SRP may release Interconnection Customer's Confidential Information to a third party in response to a public records request submitted by such party.

24.8. Termination of Agreement.

Upon termination of this Agreement 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.

24.9. 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 24. 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 24, 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 24, 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 24.

24.10. Disclosure to FERC, its Staff or a State.

Notwithstanding anything in this Article 24 to the contrary, and pursuant to 18 C.F.R. § 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 Agreement, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information, where required by law or Governmental Authority to do so. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. § 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 Agreement prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the Agreement 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 C.F.R. § 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.

24.11. Disclosure.

Any information that a Party claims is Confidential Information under this Agreement 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 Agreement or as a transmission service provider or a Balancing Authority 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 25. 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 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 26. Information Requirements.

26.1. 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.

26.2. 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 Upgrade(s), 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.

26.3. 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 Trial Operation. Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to Transmission Provider for the Cluster System Impact Study and the Interconnection Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by 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 26.3. Interconnection Customer shall not begin Trial Operation until such studies are completed.

26.4. Information Supplementation.

Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 26 with any and all “as-built” Generating Facility information or “as-tested” performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit “step voltage” test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Transmission Provider 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 27. Information Access and Audit Rights.

27.1. 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 Agreement; and (ii) carry out its obligations and responsibilities under this Agreement. The Parties shall not use such information for purposes other than those set forth in this Article 27.1 and to enforce their rights under this Agreement.

27.2. 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 Agreement 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 Agreement.

27.3. Audit Rights.

Subject to the requirements of confidentiality under Article 24 of this Agreement, 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 Agreement. 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 Agreement. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 27.4 below.

27.4. Audit Rights Periods.

27.4.1. 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 Upgrade(s) shall be subject to audit for a period of twenty-four (24) months following Transmission Provider's issuance of a final invoice in accordance with Article 14.2.

27.4.2. 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 Agreement other than those described in Article 27.4.1 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.

27.5. Audit Results.

If an audit by a Party determines that an exception, such as an overpayment or an underpayment, has occurred, a written notice of such exception shall be given to the other Party together with those records from the audit which support such determination. The other Party’s Authorized Representative shall respond in writing to such notification of any exception within thirty (30) days. Upon resolution of any exception, the owing Party shall directly refund the amount of any exception to the other Party within thirty (30) Calendar Days.

Article 28. Subcontractors.

28.1. General.

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.

28.2. Responsibility of Principal.

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 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 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.

28.3. No Limitation by Insurance.

The obligations under this Article 28 will not be limited in any way by any limitation of subcontractor's insurance.

Article 29. Disputes.

29.1. Submission.

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement 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 Agreement.

29.2. External Arbitration Procedures.

Any arbitration initiated under this Agreement 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 29, the terms of this Article 29 shall prevail.

29.3. 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 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. Judgment on the arbitrator's decision may be entered in any court having jurisdiction. The Parties shall agree upon a standard of review for arbitrator's decision at the time the dispute is submitted to arbitration. The decision of the arbitrator must also be submitted to SRP's Board of Directors for a final decision if it affects, rates, terms or conditions of service or facilities.

29.4. 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 30. Representations, Warranties, and Covenants.

30.1. General.

Each Party makes the following representations, warranties and covenants:

30.1.1. Good Standing.

Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrade(s) 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 Agreement 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 Agreement.

30.1.2. Authority.

Such Party has the right, power and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement 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).

30.1.3. No Conflict.

The execution, delivery and performance of this Agreement 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.

30.1.4. Consent and Approval.

Such Party has sought or obtained, or, in accordance with this Agreement 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 Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

Article 31. Joint Operating Committee.

31.1. Joint Operating Committee.

At the request of Interconnection Customer, 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 Agreement. 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:

31.1.1. Establish data requirements and operating record requirements.

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

31.1.3. 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.

31.1.4. Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Generating Facility and other facilities that impact the normal operation of the interconnection of the Generating Facility to the Transmission System.

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

31.1.6. Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 32. Miscellaneous.

32.1. Binding Effect.

This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

32.2. Conflicts.

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

32.3. Rules of Interpretation.

This Agreement, 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 Agreement, 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 Agreement), 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 or Applicable Reliability Standards means such Applicable Laws and Regulations or Applicable Reliability Standards 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 Agreement or such Appendix to this Agreement, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement 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”.

32.4. Entire Agreement.

This Agreement, together with the EPC Agreement, including all Appendices and Schedules attached to those agreements, 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.

32.5. 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.

32.6. Waiver.

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.

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 Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

32.7. Headings.

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

32.8. Amendment.

The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties.

32.9. Modification by the Parties.

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

32.10. Reservation of Rights.

Transmission Provider shall have the right to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation, upon approval of its Board of Directors.

32.11. 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.

32.12. Electronic Signatures.

This Agreement may be executed in any number of counterparts, including in facsimile and electronic formats (including portable document format (.pdf) and with the use of an electronic or digital signature, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon.

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

[Insert name of Transmission Provider]

By: ____

Title: ______________________________________

Date: ______________________________________

[Insert name of Interconnection Customer]

By: ____

Title: ______________________________________

Date: ______________________________________

Appendix A

Interconnection Facilities, Network Upgrade(s) and Distribution Upgrade(s)

1. Interconnection Facilities:

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

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

2. Network Upgrade(s):

   (a) Network Upgrade #1

   (b) Network Upgrade #2

   As further described in Interconnection Customer's Network Upgrade(s) Funding Agreement, these Network Upgrades are required to be in service prior to QXXXX's In-Service Date. If the Network Upgrades are not expected to be in-service prior to that date, QXXXX may be required to operate in a limited capacity.

3. Distribution Upgrade(s):

Appendix B

Milestones

Appendix C

Interconnection Details

[Interconnection Requirements to Be Developed And Provided By Transmission Provider] Requested Capacity In-service (MW)

At the end of the Seven Year Queue Limit, the amount of capacity actually in service is [MW] and shall be the maximum interconnection service allowed.

Appendix D

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. All Interconnection Customers interconnected to the Transmission System shall comply with Applicable Reliability Standards. SRP meets, and expects its Interconnection Customers to meet, standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

Appendix E

Commercial Operation Date

[Date]

[Transmission Provider Address]

Re: ______________Generating Facility

Dear ________:

On **[Date] [Interconnection Customer]** has completed Trial Operation of Unit No. ______. This letter confirms that [Interconnection Customer] has achieved the Commercial Operation Date of Unit No. ___________at the Generating Facility, effective as of **[Date plus one day]**. The Capacity In-Service is ____________MW.

Thank you.

[Signature]

[Interconnection Customer Representative]

Appendix F

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

Salt River Project
Attn: Director, Transmission Planning Strategy & Development
Mail Station POB100
P.O. Box 52025
Phoenix, AZ 85072-2025

Interconnection Customer:

[To be supplied.]

Billings and Payments:

Transmission Provider:

Salt River Project
Attn: Director, Transmission Planning Strategy & Development
Mail Station POB100
P.O. Box 52025
Phoenix, AZ 85072-2025

Interconnection Customer:

[To be supplied.]

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

Transmission Provider:

Salt River Project
Attn: Manager, Transmission Participation & Interconnection Projects
Mail Station POB100
P.O. Box 52025
Phoenix, AZ 85072-2025
PH: 602-236-2847
FAX: 602-236-3896
EMAIL: SRPInterconnections@srpnet.com

Interconnection Customer:

[To be supplied.]

Appendix G

Interconnection Requirements for a Wind Generating Plant

A. Technical Standards Applicable to a Wind Generating Plant

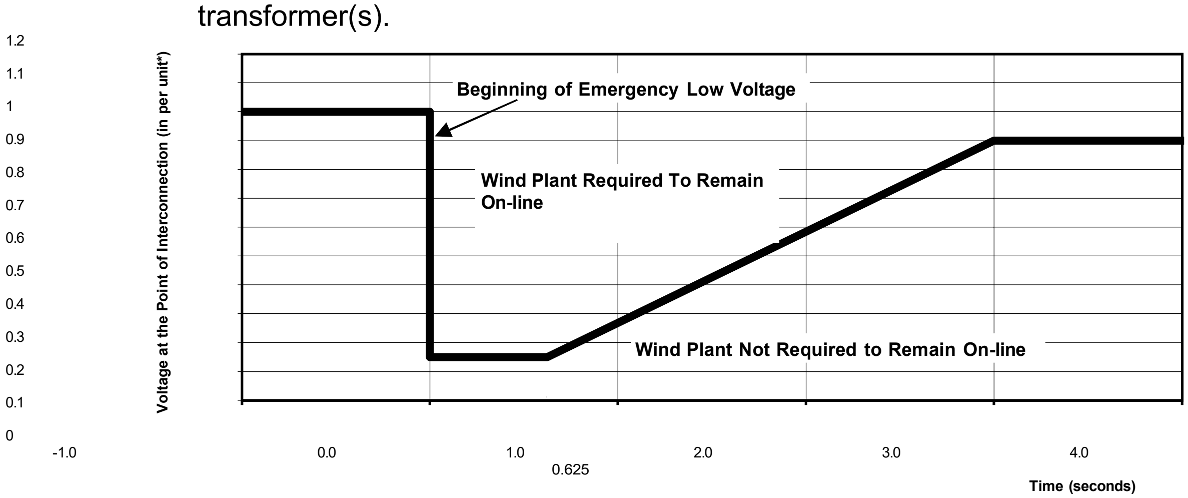
i. Low Voltage Ride-Through (LVRT) Capability

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 in Figure 1, below, if the Transmission Provider's Interconnection System Impact Study shows that low voltage ride-through capability is required to ensure safety or reliability.

The standard applies to voltage measured at the Point of Interconnection as defined in this Agreement. The figure shows the ratio of actual to nominal voltage (on the vertical axis) over time (on the horizontal axis). Before time 0.0, the voltage at the transformer is the nominal voltage.

At time 0.0, the voltage drops. If the voltage remains at a level greater than 15 percent of the nominal voltage for a period that does not exceed 0.625 seconds, the plant must stay online. Further, if the voltage returns to 90 percent of the nominal voltage within 3 seconds of the beginning of the voltage drop (with the voltage at any given time never falling below the minimum voltage indicated by the solid line in Figure 1), the plant must stay online. The Interconnection Customer may not disable low voltage ride-through equipment while the wind plant is in operation. Two key features of this regulation are:

1. A wind generating plant must have low voltage ride-through capability down to 15 percent of the rated line voltage for 0.625 seconds;
2. A wind generating plant must be able to operate continuously at 90 percent of the rated line voltage, measured at the high voltage side of the wind plant substation transformer(s).



*** per unit = Ratio of Actual to Nominal Voltage**

Figure 1 Proposed low voltage ride-through standard

ii. Power Factor Design Criteria (Reactive Power)

A wind generating plant shall maintain a power factor of at least 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this GIA, unless the Transmission Provider's Interconnection System Impact Study shows that such a requirement is unnecessary 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 unless the Interconnection System Impact Study shows this not 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-1

Common Facilities

Appendix H-2

Common Facilities Use Fee

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

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

$$P = OIC \times CRR$$

Where:

P	=	Payment by Interconnection Customer for use of Common Facilities
OIC	=	Original Installed Costs of Common Facilities prior to Interconnection Customer's interconnection, as shown on Appendix J
CRR	=	Interconnection Customer's Cost Responsibility Ratio as calculated pursuant to Appendix I

Appendix I

Cost Responsibility Ratio (CRR)

This appendix sets forth the computation of the Interconnection Customer's Cost Responsibility Ratio (CRR) for expenses relating to operations, maintenance, Capital Improvements and insurances, associated with the Transmission Provider's Interconnection Facilities, and SRP switchyard Common Facilities pursuant to Article 12.5 of this Agreement.

CRR = $\frac{A}{A+B+C}$	
A	= Connections used by Interconnection Customer (IC)
B	= Connections used by SRP
C	= Connections used by others
X	= Excluded Connections- Connections created for the sole purpose of facilitating a dedicated substation connection to SRP's system.

Connections at SRP Substation- ***Hypothetical calculation for illustration only***			
Name of Connection	**SRP**	**Interconnection Customer (IC)**	**Other Interconnectors**
SRP Hypothetical Line 1	1		
SRP Hypothetical Line 1	1		
IC Hypothetical Line		1	
Other interconnector Line			1
Excluded Connections	2		
CRR = $\frac{1}{1+2+1}$ = 25%			

Note:

(1) The CRR shall be applied to the one-time Common Facilities payment pursuant to Appendix H-2.

(2) The CRR also shall be applied to all other costs and expenses that are allocable to Interconnection Customer under this Agreement.

Appendix J

Third Party Interconnection Reimbursement Methodology

This appendix sets forth the responsibilities for future interconnectors (Third Parties) to the SRP switchyard to reimburse Interconnection Customer for Interconnection Customer's initial capital cost expenses for Common Facilities pursuant to Article 1 of this Agreement.

Key to Tables 1 - 3 in examples below:

A	= Connections used by Interconnection Customer (Inter. Cust.)
B	= Connections used by SRP
C	= Connections used by Third Parties

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

Table #1 – Current Interconnection Configuration				O&M Cost Responsibility	Capital Reimbursement to Inter. Cust.
Inter. Cust.	$= \frac{A}{(A+B+C)}$	$= \frac{1}{(1+0+0)}$	$= \frac{1}{(1)}$	= 1	= 0
SRP	$= \frac{B}{(A+B+C)}$	$= \frac{0}{(1+0+0)}$	$= \frac{0}{(1)}$	= 0	= 0
Third Party	$= \frac{A}{(A+B+C)}$	$= \frac{0}{(1+0+0)}$	$= \frac{0}{(1)}$	= 0	= 0

2. Table #2 illustrates cost responsibilities assuming a single future third party interconnector along with the interconnectors of Table #1:

Table #2 - Potential Third Party Interconnection: ***for illustration only***				O&M Cost Responsibility	Capital Reimbursement to Inter. Cust.
Inter. Cust.	$= \frac{A}{(A+B+C)}$	$= \frac{1}{(1+0+1)}$	$= \frac{1}{(2)}$	$= \frac{1}{2}$	$= 0$
SRP	$= \frac{B}{(A+B+C)}$	$= \frac{1}{(1+0+1)}$	$= \frac{0}{(2)}$	$= 0$	$= 0$
Third Party	$= \frac{A}{(A+B+C)}$	$= \frac{1}{(1+0+1)}$	$= \frac{1}{(2)}$	$= \frac{1}{2}$	$= \frac{1}{2}$

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

Table #3 - Potential Third Party Interconnection: ***for illustration only***				O&M Cost Responsibility	Capital Reimbursement to Inter. Cust.
Inter. Cust.	$= \frac{A}{(A+B+C)}$	$= \frac{1}{(1+0+2)}$	$= \frac{1}{(3)}$	$= \frac{1}{3}$	= 0
SRP	$= \frac{B}{(A+B+C)}$	$= \frac{1}{(1+0+2)}$	$= \frac{0}{(3)}$	= 0	= 0
#1 Third Party	$= \frac{C}{(A+B+C)}$	$= \frac{1}{(1+0+2)}$	$= \frac{1}{(3)}$	$= \frac{1}{3}$	= 0
#2 Third Party	$= \frac{C}{(A+B+C)}$	$= \frac{1}{(1+0+2)}$	$= \frac{1}{(3)}$	$= \frac{1}{3}$	$= \frac{1}{6}$

Appendix K

Mitigation Facility Fee

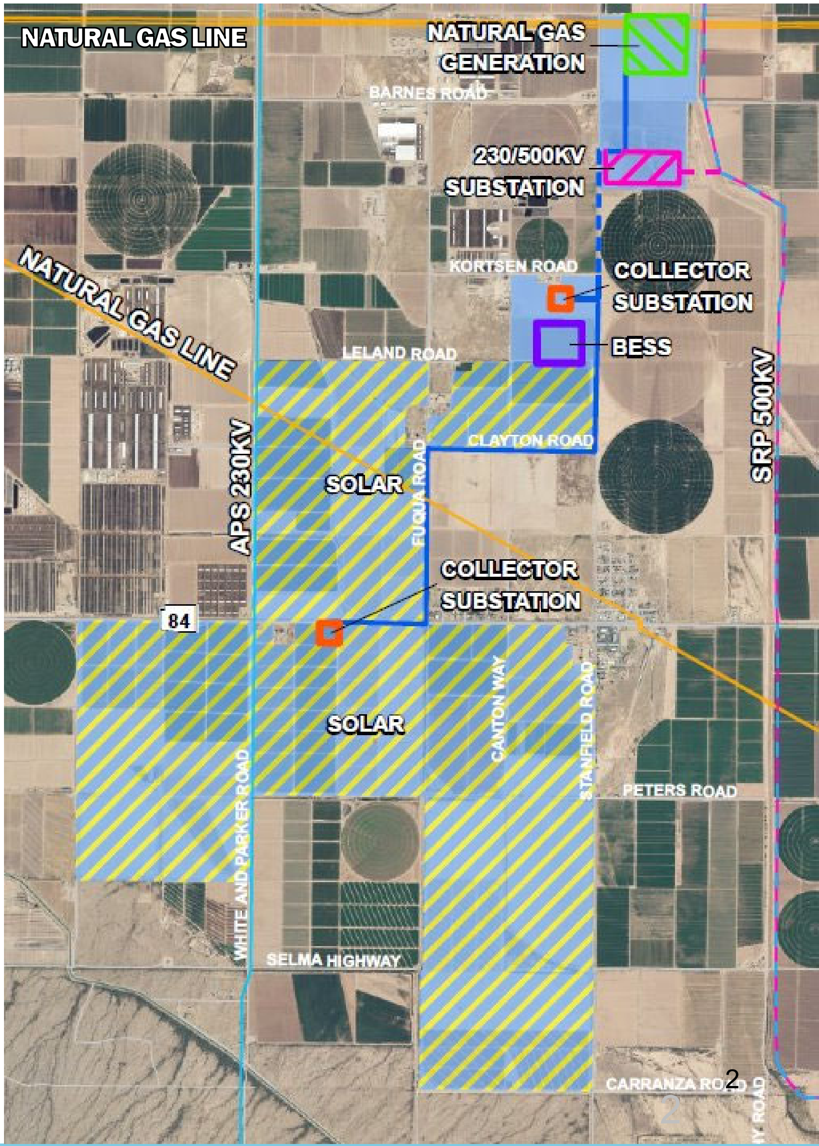
Marigold Energy Center Request for Approval

Power Committee | August 20, 2026

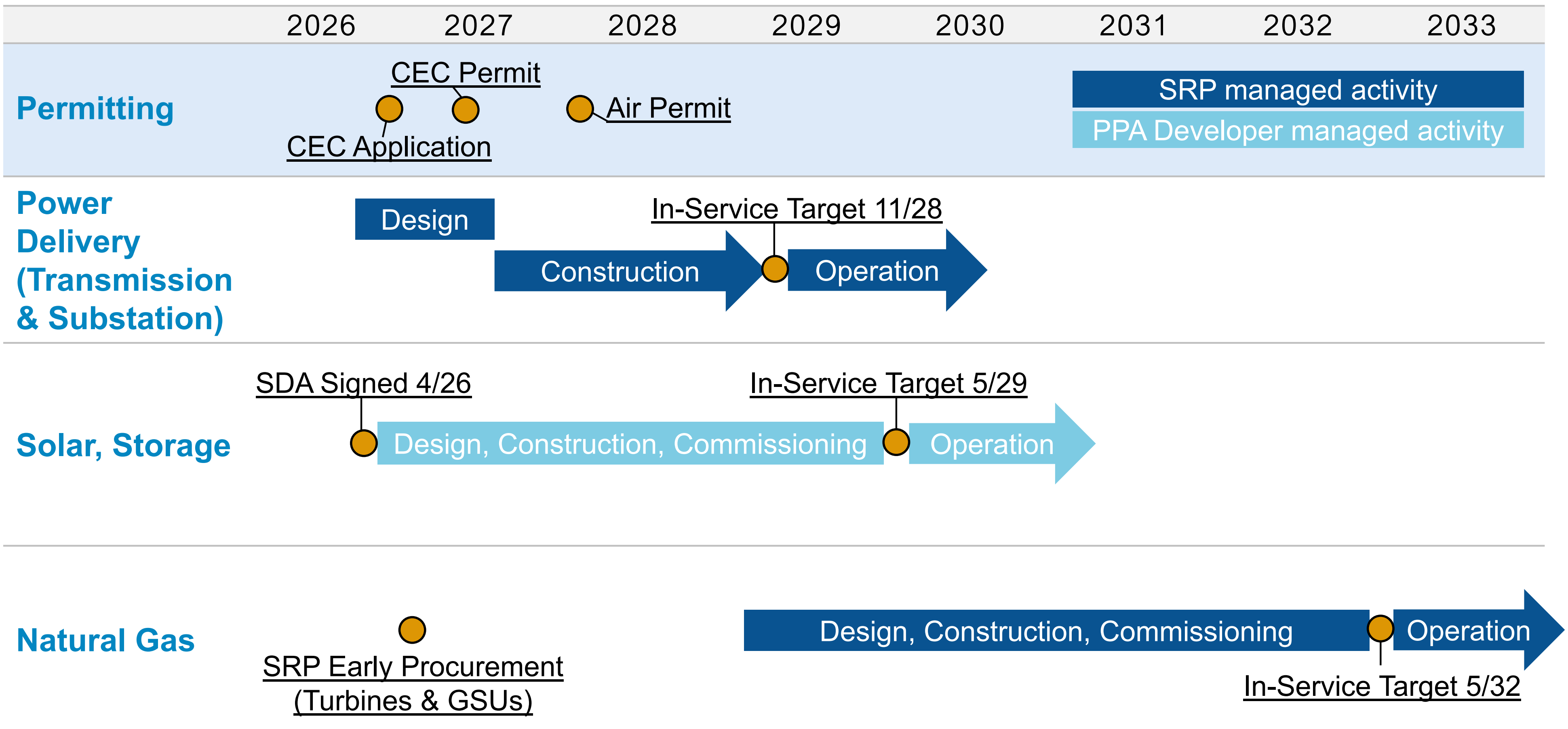
Bill McClellan

Marigold Energy Center Development Plan

Facility Type	Size	In-Service	Developer
Solar	600 MW	Q2 2029	3rd-Party Developer
Battery Storage	400 MW	Q2 2029	3rd-Party Developer
Transmission Lines	230 kV	Q2 2029	SRP
Substation	500/230 kV	Q2 2029	SRP
Natural Gas	675 MW	Q2 2032	SRP



Project Timeline: 2026 Activities Drive 2032 In-Service



Proactive Outreach and Community-Informed Development

Engagement Activities

Support for the Community

WHAT WE'VE DONE SO FAR ❯❯❯ COLLABORATE AND REFINE WITH COMMUNITY ❯❯❯ FORWARD-LOOKING

- **Phased approach** to educate and receive input
- **Collaborate** with Electrical District No.3
- Sustained **community presence**
- Project website: www.srp.net/marigold
- **Three Open Houses** – December 2025, March 2026, July 2026

Infrastructure Improvements

- Local Highway Road Paving to Reduce Dust
- Fire Department Building Upgrade & Fire Truck

Community & Education

- Stanfield Elementary School Support
- Community Resource Center Building Refurbishing

Direct Community Support

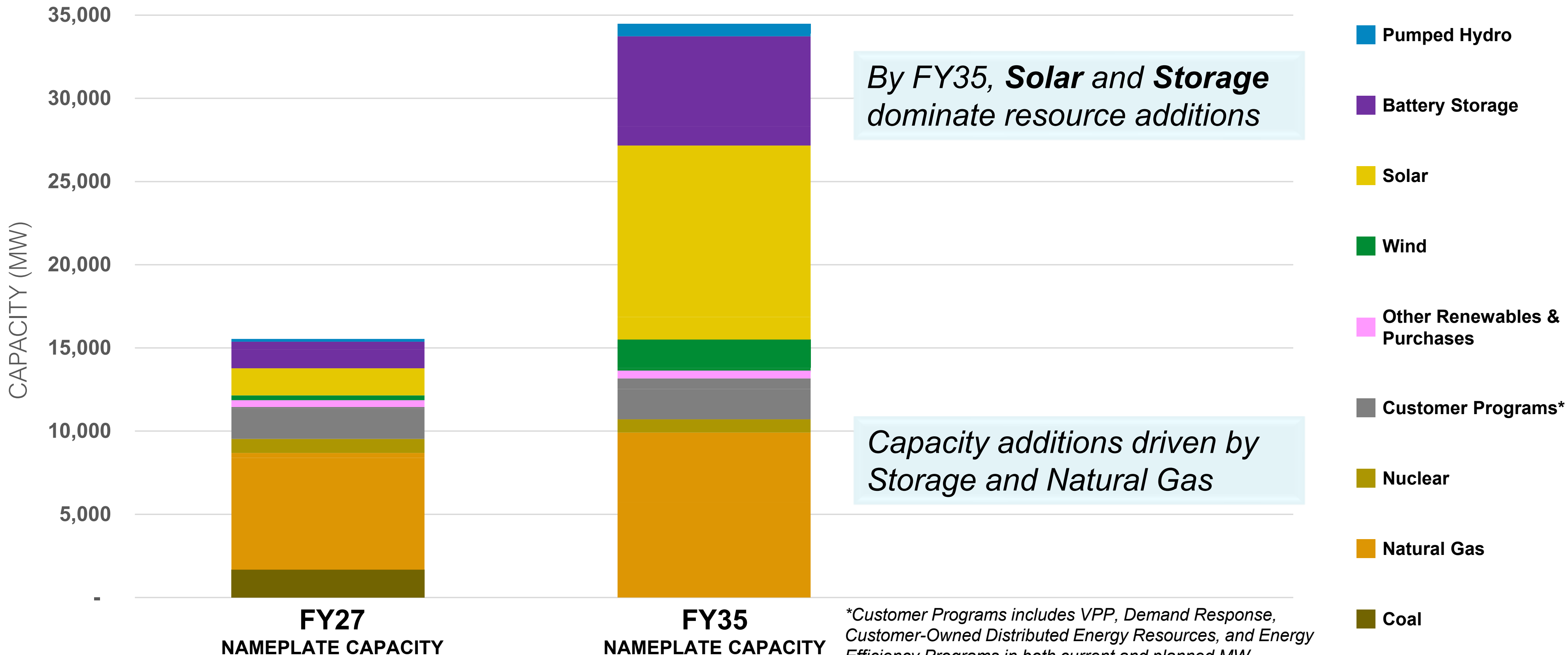
- Utility/Basic Needs Fund

Marigold Energy Center Aligned with SRP Strategy

- Investment in renewables and firm capacity align with ISP System Strategies
- Supports 2035 sustainability goals for carbon and water reductions
- Hybrid proposal provides optimal balance for affordability, reliability, and sustainability

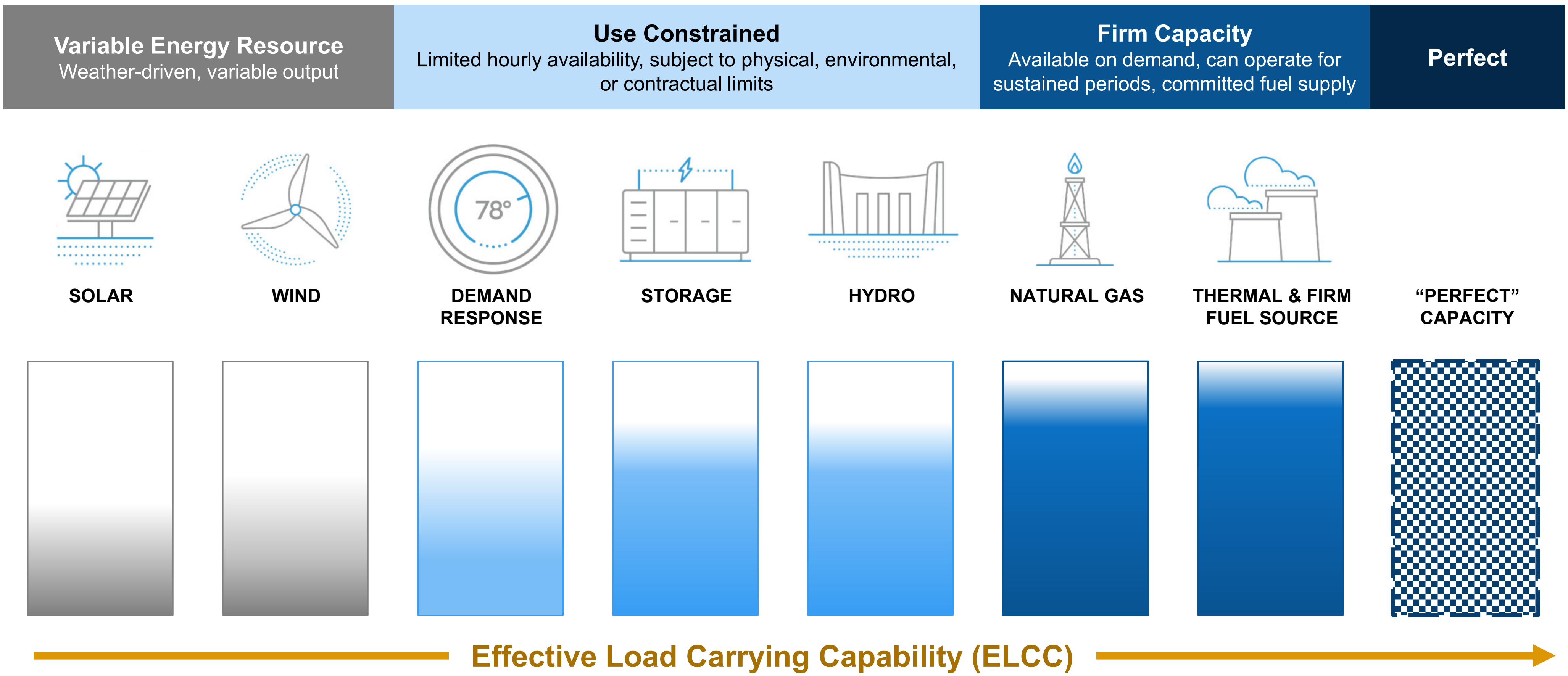
Solar & Storage Lead Additions; Firm Capacity Ensures Reliability

Nameplate Capacity Outlook (cost and feasibility lens)

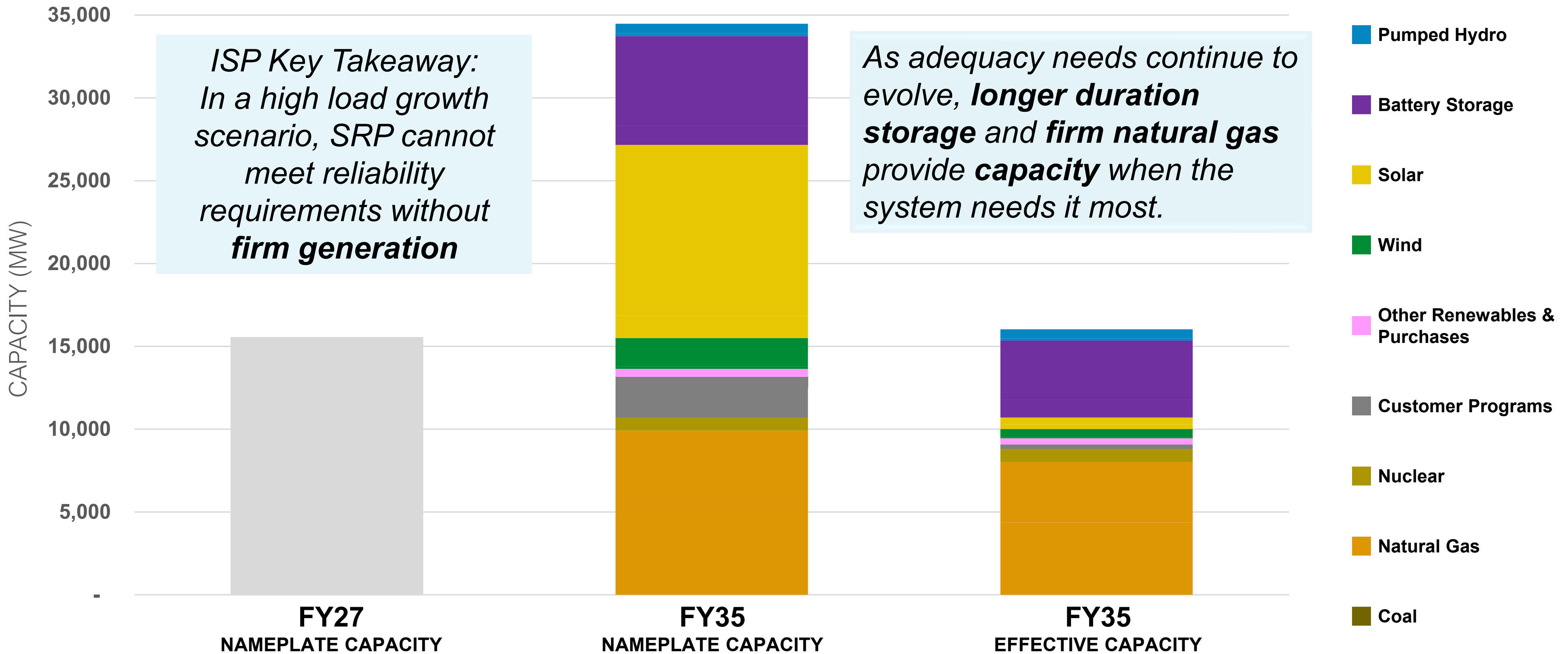


**Customer Programs includes VPP, Demand Response, Customer-Owned Distributed Energy Resources, and Energy Efficiency Programs in both current and planned MW*

Resource Availability to Support Reliability

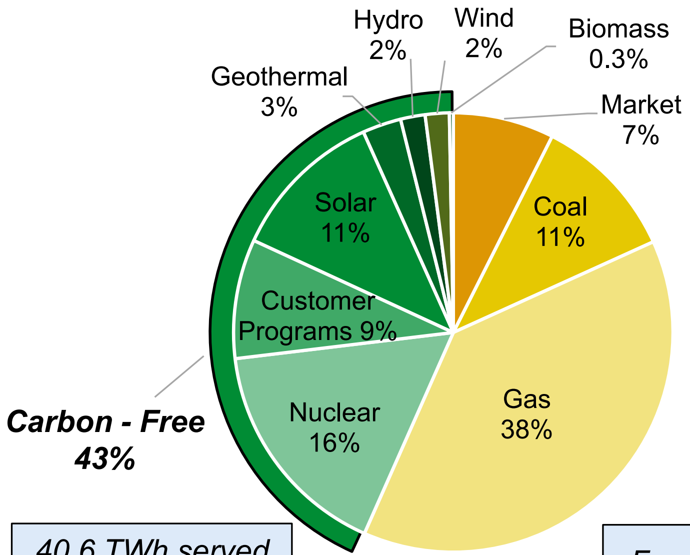


Solar & Storage Lead Additions; Firm Capacity Ensures Reliability
Effective Capacity Outlook (reliability lens)



Forecasted Energy Mix

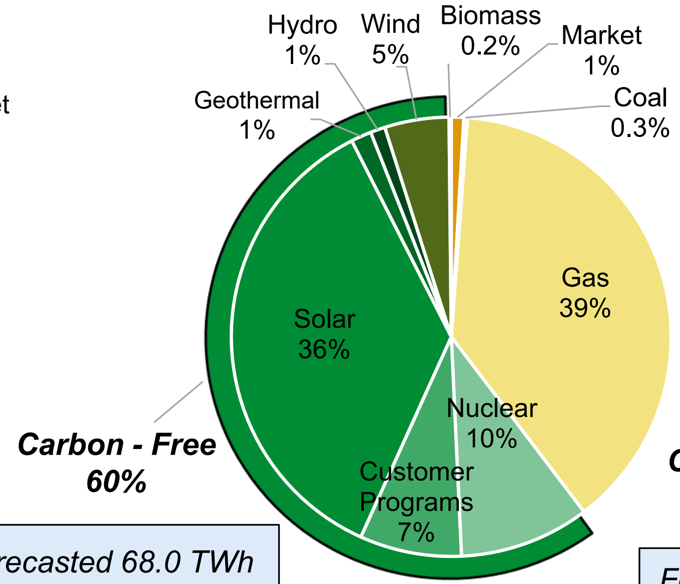
Preliminary FY26 Actuals



40.6 TWh served in FY26

FY32 Projection

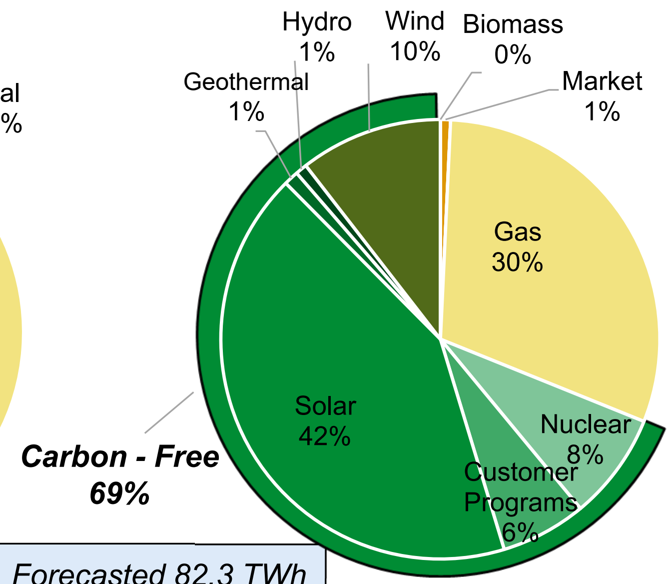
(FP27)



Forecasted 68.0 TWh served in FY32

FY35 Projection

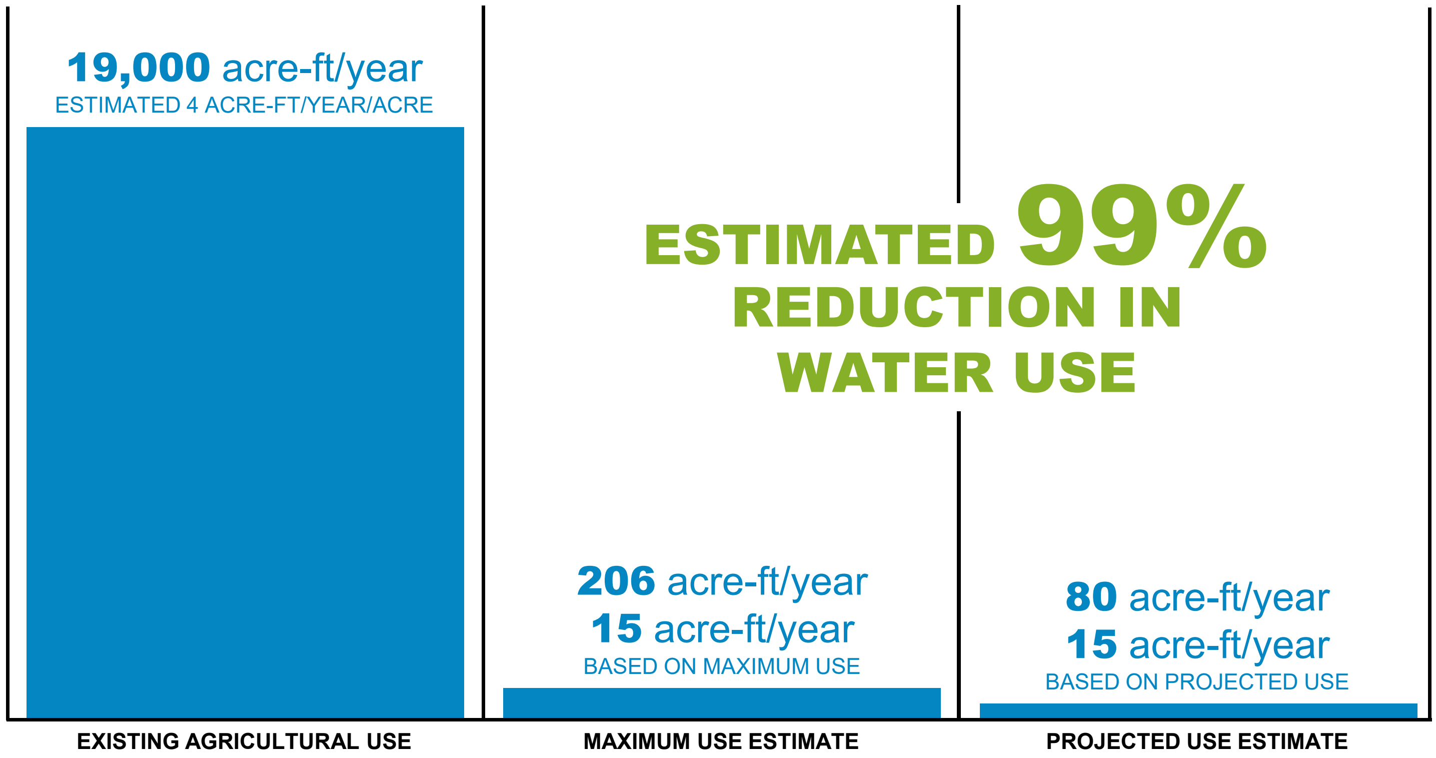
(FP27)



Forecasted 82.3 TWh served in FY35

Notes:
- Customer Programs = Energy Efficiency Programs
- Renewables = Solar, Wind, Hydro, Geo, Biomass
- Carbon Free = Solar, Wind, Hydro, Geo, Customer Programs, Nuclear
- Projected FY32 energy mix may change based on load growth and resource mix

Marigold Energy Center Reduces Water Use in the Area



- 4600 Farmable Acres (Converted)
- Marigold Energy Center will utilize Long Term Storage Credits (LTSC).
- Recovery of the LTSCs will result in negligible impacts to neighboring wells.

ISP Results: Residential Customer Research

66%
Rated Positively

Most customers reacted positively to SRP's proposed path forward, and a quarter felt it was excellent. A majority agreed the plan should be prioritized by SRP

Top factors: affordability & bill impacts

- In each quantitative phase of research, **affordability surpassed reliability slightly in importance**.
- Those with **limited incomes put greater emphasis on affordability**.
- When choosing a future energy system customer selections revealed **monthly bill impact as the top driver of preference**.

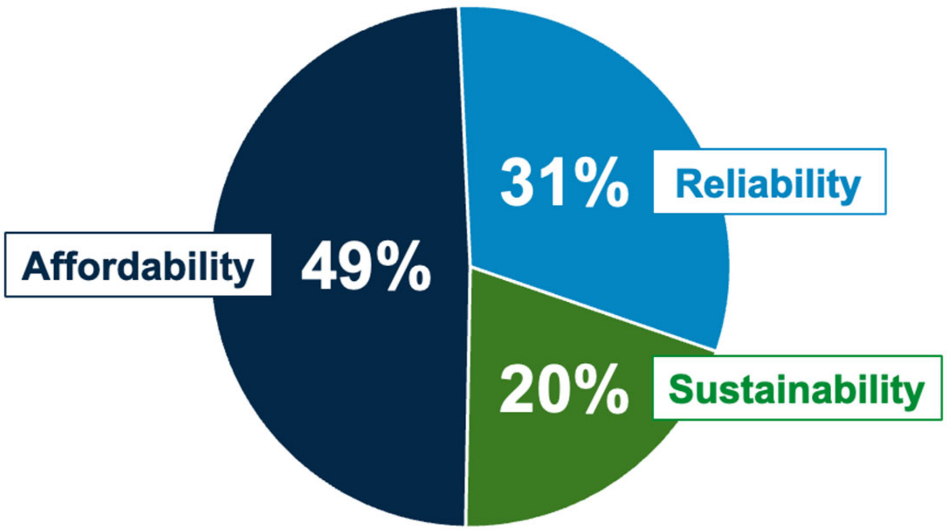
Customer understanding and openness to change

- Customers recognized that **challenges are interrelated** and pose **risks to sustainability, the economy, and overall quality of life**.
- In general, **lower-cost plans were more preferred**.
- Customers recognized the need for and expressed interest in SRP's investment in sustainable energy, but they **do not want to bear the cost of that investment**.

Affordability

is the leading priority today for SRP customers and for SRP's future energy mix.

SRP Customer Survey, May 2026

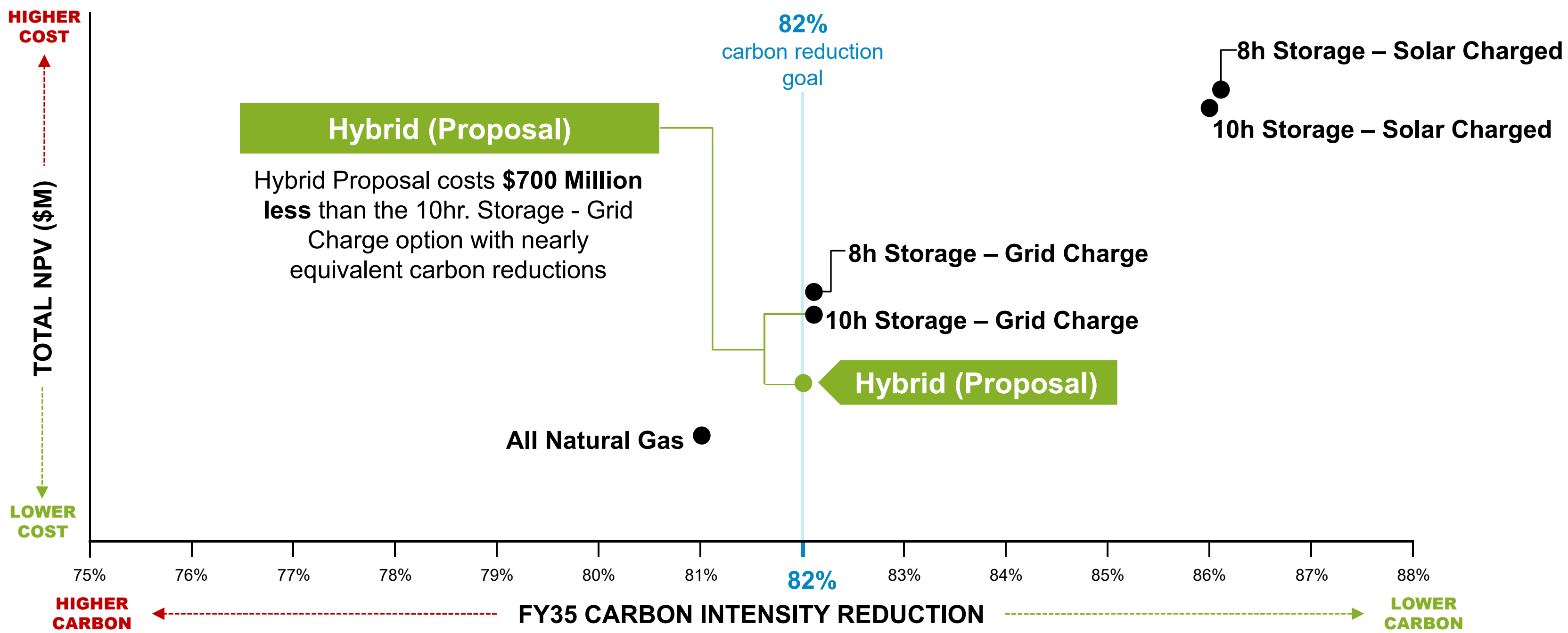


Analysis Supports Hybrid Approach as Optimal Strategy

RESOURCE	TOTAL NPV $M (Through FY50)	CARBON INTENSITY REDUCTION (2005 Baseline)
Marigold Energy Center Development Comparison		
All Self-Build | Natural Gas Only Combustion Turbines	**$3,200**	**81%**
Hybrid (Proposed) PPA Solar, PPA 8hr Storage, Self-Build Natural Gas	**$3,900**	**82%**
All PPA | 10hr Storage Alternative – Grid Charged PPA Solar, PPA 8hr Storage, PPA 10hr Storage	**$4,600**	**82%**
All PPA | 8hr Storage Alternative – Grid Charged	**$4,700**	**82%**
All PPA | 10hr Storage Alternative – Solar Only Charged	**$7,800**	**86%**
All PPA | 8hr Storage Alternative – Solar Only Charged	**$8,000**	**86%**

KEY TAKEAWAY: Hybrid Proposal is the lowest cost alternative that meets SRP's Carbon Reduction Goals.

Hybrid Proposal Balances Cost and Sustainability



KEY TAKEAWAY:
The Hybrid Proposal supports a balanced system plan by optimizing for both **cost** and **carbon reduction** goals.

Key Takeaways

- Marigold Energy Center is needed to meet growing customer demand, incorporating both low-cost firm capacity and renewable energy resources.
- Marigold Energy Center supports 2035 Sustainability Goals for carbon and water reduction
- Hybrid Proposal aligns with ISP strategies:
  - Balancing affordability with sustainability and reliability
  - Investment in energy and firm capacity resources
- Hybrid Proposal is a balanced option that:
  - Aligns with customer priority for lower costs
  - Meets sustainability targets with nearly equivalent carbon reductions

Recommendation

In accordance with the terms discussed herein, request that the Committee recommend that the Board authorize the Associate General Manager and Chief Power System Executive, President, Vice-President, or General Manager and Chief Executive Officer, to execute the following:

1. Agreements for the purchase and installation of the following for the Marigold Energy Center:
   a. gas turbines and associated equipment, including any necessary balance of plant modifications and transmission system upgrades; and
   b. transmission lines, substation facilities, and transmission upgrades to support installation of solar generation and storage;
2. Subsequent amendments to the pricing and other terms of the foregoing agreements, provided the agreements remain in alignment with SRP’s resource needs; and
3. Documents to obtain and maintain necessary permits for the installation and operation of the lines, facilities, and equipment described above.

Executive Summary

Between FY20-FY31, SRP has added or is planning to add approximately **18.9 GW of generation and storage capacity**. **This includes 15.3 GW of carbon free/storage capacity and 3.6 GW of natural gas resources (increasing to 4.2 GW with Marigold in FY33)**. The portfolio combines **carbon-free energy resources, energy storage, and dispatchable generation**, providing both energy and capacity benefits.

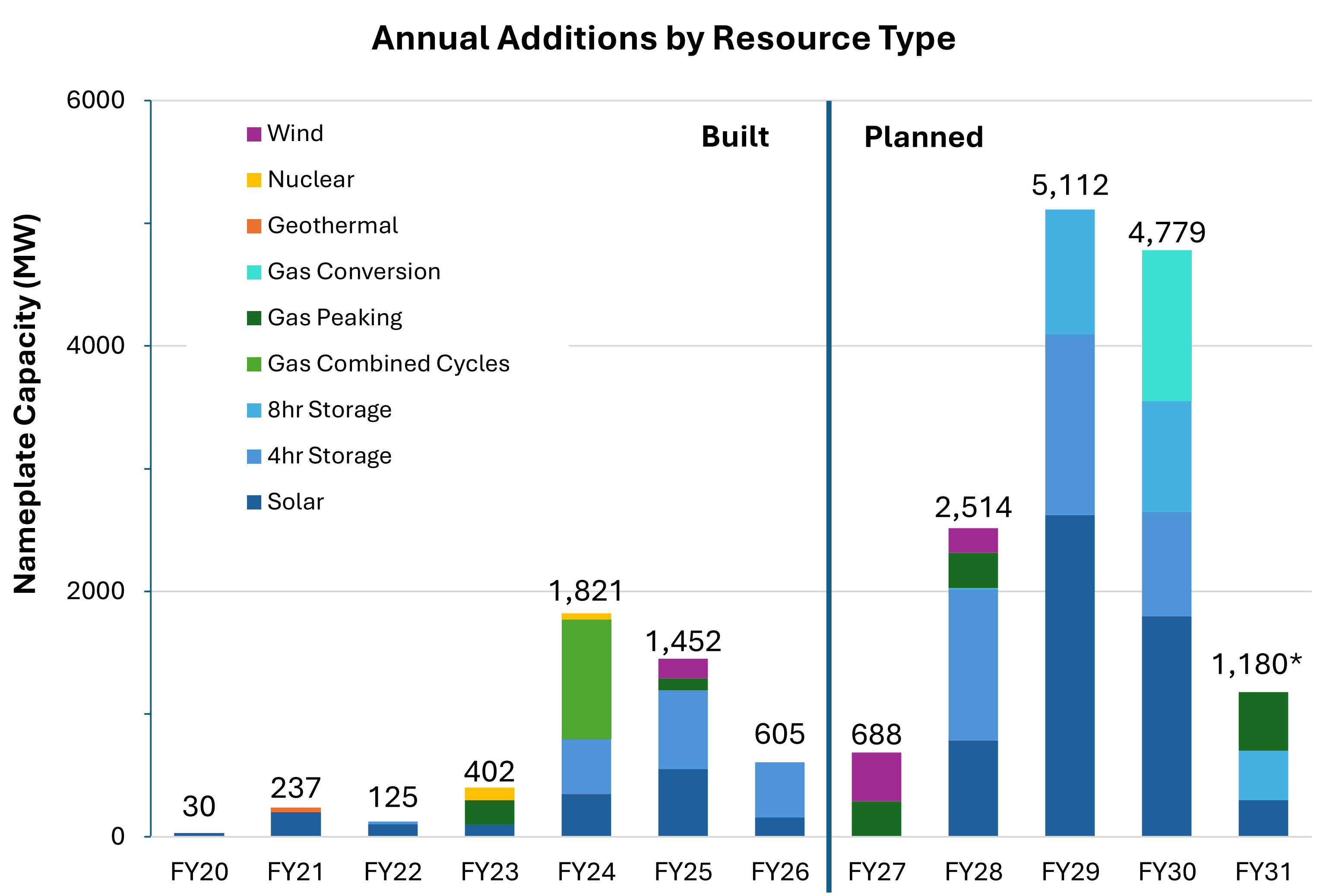
Key portfolio developments include:

- Significant growth in **solar and energy storage**, representing more than half of planned resource additions, including substantial 8-hour storage beginning in FY29.
- Continued investment in **dispatchable firm resources**, including gas peaking units, combined cycle resources, and coal-to-gas conversions.

The resulting portfolio is diversified across technologies with different operating characteristics, supporting **reliability, affordability, and sustainability.**

Generation & Storage Additions (FY20-FY31)

Approximately 18.9 GW of generation and storage nameplate capacity added or planned FY20 – FY31.



**2026 All Source RFP will target additional resources in FY31-FY34, including 2,900 MW of carbon free resources.*

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Generation & Storage Additions by Resource Type (FY20-FY31)

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	Total
Wind	0	0	0	0	0	161	0	400	200	0	0	0	**761**
Nuclear	0	0	0	104	50	0	0	0	0	0	0	0	**154**
Geothermal	0	37	0	0	0	0	0	0	0	0	0	0	**37**
Gas Conversion	0	0	0	0	0	0	0	0	0	0	1,229	0	**1,229**
Gas Peaking	0	0	0	198	0	99	0	288	287	0	0	480	**1,352**
Gas Combined Cycles	0	0	0	0	975	0	0	0	0	0	0	0	**975**
4hr Storage	0	0	25	0	448	640	450	0	1,231	1469	850	0	**5,113**
8hr Storage	0	0	0	0	0	0	0	0	10	1,019	900	400	**2,329**
Solar	30	200	100	100	348	552	155	0	786	2,624	1,800	300	**6,995**
Total	**30**	**237**	**125**	**402**	**1,821**	**1,452**	**605**	**688**	**2,514**	**5,112**	**4,779**	**1,180**	**18,945**

Resource Characteristics & Dispatchability

The table below summarizes the operating characteristics and dispatchability of each resource type included in the portfolio. Dispatchability refers to SRP's ability to control a resource's output in response to system needs, including serving customer load, managing power flows, and mitigating potential transmission or distribution overload conditions.

Resource Type	Dispatchable	Operating Characteristics
Wind	No	Produces energy when wind conditions are favorable; output varies with weather
Nuclear	Limited	Provides continuous generation and is typically operated as baseload
Coal to Gas Conversion	Yes	Can respond quickly and operate as long as fuel is available, though designed to operate during periods of highest demand
Gas Peaking	Yes	Can respond quickly and operate as long as fuel is available, though designed to operate during periods of highest demand
Gas Combined Cycles	Yes	Efficient thermal generation typically used for sustained operation
Battery Storage	Yes	Can respond quickly, but limited by available stored energy and battery duration.
Solar	No	Produces energy during daylight hours; output varies with sunlight