

(UL), and where applicable, the rules of the Commission, or other applicable governmental laws and regulations, and the Company's interconnection requirements, in effect at the time of signing this agreement. This requirement shall include, but not be limited to, the interconnection standards and procedures of the Company's Rule 14H, as well as any other requirements as may be specified in this Agreement, its exhibits, and/or in the SFC, all as authorized by the Commission. Upon request by Company, Subscriber Organization shall cause a Licensed Electrical Contractor, as agent for Subscriber Organization, to certify that once approved by the Company, the proposed Generating Facility will be installed to meet all preceding requirement(s).

19. **Good Engineering Practice.**

- (a) Each Party agrees to install, operate and maintain its respective equipment and facilities and to perform all obligations required to be performed by such Party under this Agreement in accordance with good engineering practice in the electric industry and with applicable laws, rules, orders and tariffs.
- (b) Wherever in this Agreement and the attached Exhibits the Company has the right to give specifications, determinations or approvals, such specifications, determinations and/or approvals shall be given in accordance with the Company's standard practices, policies and procedures, which may include the Company's Electric Service Installation Manual, the Company's Engineering Standard Practice Manual and the IEEE Guides and Standards for Protective Relaying Systems.

20. **Insurance.** The following insurance provisions are only applicable to Generating Facilities with a Total Rated Capacity greater than 10 kW but not exceeding 3 MW:

- (a) The Subscriber Organization shall, at its own expense and during the term of the Agreement and any other time that the Generating Facility is interconnected with the Company's system, maintain in effect with a responsible insurance company authorized to do insurance business in Hawaii and with a rating by A.M. Best Company, Inc. of "A-VII" or better, the following insurance or its equivalent at Company's discretion that will protect the Subscriber Organization and the Company with respect to the Generating Facility, the Generating Facility's operations, and the Generating Facility's interconnection with the Company's system:
- (b) A Commercial General Liability policy covering bodily injury and property damage with a combined single limit of liability of at least the following amounts based on the Total Rated Capacity of the generator (for solar systems—Total Rated Capacity of the generator or inverter, whichever is lower, can be used with appropriate technical documentation on inverter, if not higher Total Rated Capacity will be used), for any occurrence. The limits below may be satisfied through the use of umbrella or excess liability insurance sufficient to meet these requirements:

Commercial General Liability Coverage Amount	Total Rated Capacity of the Generating Facility
\$5,000,000	Greater than 1 MW and less than or equal to 3 MW
\$2,000,000	Greater than 250 kW and less than or equal to 1 MW
\$1,000,000	Greater than 30 kW and less than or equal to 250 kW
\$500,000	Greater than 10 kW and less than or equal to 30 kW

- (c) Solely with respect to the insurance policies required for Generating Facilities with a Total Rated Capacity greater than 30 kW, said insurance by endorsement to the policy or policies shall: name the Company, its directors, officers, agents, and employees as additional insured; include contractual liability coverage for written Agreements; include provisions stating that the insurance will respond to claims or suits by additional insureds against the Subscriber Organization or any other insured thereunder; provide that the insurance is primary with respect to the Subscriber Organization and the Company; and provide that the insurance company waives all rights of subrogation which Subscriber Organization or the insurance company may have against Company, its directors, officers, agents, and employees. Any insurance carried by Company will be excess only and not contribute with this insurance.
- (d) Said insurance by endorsement to the policy or policies shall provide written notice within 30 days to the Company should the required insurance be cancelled, limited in scope, or not renewed upon expiration. "Claims made" policies are not acceptable, unless the Subscriber Organization agrees to maintain coverage in full effect at all times during the term of this Agreement and for THREE (3) years thereafter. The adequacy of the coverage afforded by the required insurance shall be subject to review by the Company from time to time, and if it appears in such review that risk exposures require an increase in the coverages and/or limits of this insurance, the Subscriber Organization shall make such increase to that extent and any increased costs shall be borne by the Subscriber Organization. The Subscriber Organization has the responsibility to determine if higher limits are desired and purchased. The Subscriber Organization shall provide certificates of insurance to the Company prior to executing the Agreement and any parallel interconnection. Receipt of any certificate showing less coverage than required shall not operate as a waiver by the Company of the Subscriber Organization's obligation to fulfill the applicable requirements of this Section 20. The Subscriber Organization's indemnity and other obligations shall not be limited by the foregoing insurance requirements. Any deductible shall be the responsibility of the Subscriber Organization.
- (e) Alternatively, where the Subscriber Organization is a governmental entity, Subscriber Organization may elect to be self-insured for the amounts set forth above in lieu of obtaining insurance coverage to those levels from an insurance company.

21. **Miscellaneous.**

- (a) **Disconnection and Survival of Obligations.** Upon termination of this Agreement, the Generating Facility shall be disconnected from the Company's system. The termination of this Agreement shall not relieve the Parties of their respective liabilities and obligations, owed or continuing at the time of termination.
- (b) **Governing Law and Regulatory Authority.** This Agreement was executed in the State of Hawaii and must in all respects be interpreted, governed, and construed under the laws of the State of Hawaii. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.
- (c) **Amendment, Modifications, or Waiver.** This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and

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remain in full force and effect. This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

- (d) **Termination of Existing Agreement.** This Agreement shall supersede any existing agreement, if any, under which Subscriber Organization is currently operating the Generating Facility and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- (e) **Notices.** Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party at the address identified on the last page of the Agreement. Changes in such designation may be made by notice similarly given. Notice sent by mail shall be deemed to have been given on the date of actual delivery or at the expiration of the fifth day after the date of mailing, whichever is earlier.
- (f) **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. In the event of an assignment for financing, to the extent necessary, Company shall, if requested by Subscriber Organization and if its costs (including reasonable attorneys' fees of outside counsel) in responding to such request are paid by Subscriber Organization execute such Hawai'i-law-governed documents as may be reasonably requested by a lender in connection with Generating Facility debt and reasonably acceptable to Company, to acknowledge an assignment of such debt and/or pledge/mortgage.
- (g) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and permitted assigns.
- (h) **Relationship of Parties.** Nothing in this Agreement shall be deemed to constitute any Party hereto as partner, agent or representative of the other Party or to create any fiduciary relationship between the Parties.
- (i) **Limitations.** Nothing in this Agreement shall limit the Company's ability to exercise its rights or expand or diminish its liability with respect to the provision of electrical service pursuant to the Company's tariffs as filed with the Commission, or the Commission's Standards for Electric Utility Service in the State of Hawai'i, which currently are included in the Commission's General Order Number 7, as either may be amended from time to time.
- (j) **Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

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- (k) **Non-Warranty.** Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Subscriber Organization or leased by the Subscriber Organization from third parties, including without limitation the Generating Facility and any structures, equipment, wires, appliances or devices appurtenant thereto.
- (l) **Confidential Information.** Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose confidential information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose only such confidential information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.
- (m) **Execution of Agreement: Multiple Counterparts.** The Parties agree that this Agreement, including amendments, may be executed and delivered by exchange of electronic signatures, which may be transmitted by facsimile, E-mail, or other acceptable means. A party's electronic signature shall be considered an "original" signature which is binding and effective for all purposes. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument binding all Parties

22. **Generator/Equipment Certification**

Generating Facilities that utilize inverter technology must be compliant with *Institute of Electrical and Electronics Engineers IEEE Std 1547* and *Underwriters Laboratories UL 1703* and *UL 1741* in effect at the time this Agreement is executed as well as the Company's Rule 14H and any additional requirements in Exhibit E attached hereto that apply to Generating Facilities greater than 1 MW. Generating Facilities that use a rotating machine must be compliant with applicable National Electrical Code, Underwriters Laboratories, and Institute of Electrical and Electronics Engineers standards and rules and orders of the Public Utilities Commission of the State of Hawaii in effect at the time this Agreement is executed. By signing below, the Applicant certifies that the installed generating equipment will meet the appropriate preceding requirement(s) and can supply documentation that confirms compliance, including a certification of the same from the Installing Electrical Contractor upon request by the Company.

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IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the date first set forth above.

[SUBSCRIBER ORGANIZATION]

By: _____
Signature _____ Date _____
Name (Print): _____
Company Name
(if applicable): _____
Title (if applicable): _____

[HAWAIIAN ELECTRIC COMPANY, INC., MAUI ELECTRIC COMPANY LTD., HAWAII ELECTRIC LIGHT COMPANY, INC.]

By: _____ To be filled out by the Company _____ To be filled out by
Signature _____ the Company _____
Date _____
Name (Print): _____ To be filled out by the Company _____
Title: _____ To be filled out by the Company _____

MAILING ADDRESS [select as appropriate]

[Hawaiian Electric Company, Inc.
Distributed Energy Resources Division
P.O. Box 2750
Honolulu, HI 96840]

[Maui Electric Company, Ltd.
Attn: Renewable Energy Projects Division
P.O. Box 398
Kahului, HI 96733-6898]

[Hilo:
HELCO Engineering
Attn: DER Program
54 Halekauila Street
Hilo, HI 96720

Kona:
HELCO Engineering
Attn: DER Program
74-5519 Kaiwi Street
Kailua-Kona, HI 96740]

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EXHIBIT A
DESCRIPTION OF GENERATING FACILITY

1. Subscriber Organization Information

Name (print): _____

Property Address: _____

City: _____ State: _____ Zip: _____

Meter # (if applicable): _____ TMK: _____

Phone: _____ Cell: _____ Email: _____

Mailing Address is the same as the Property Address

Mailing Address: _____

City: _____ State: _____ Zip: _____

Name of Person Authorized to Sign on behalf of Subscriber Organization: _____

Hawaii Gross Excise Tax License Number of Subscriber Organization: _____

2. Electrical Contractor

Electrical Contractor: _____ Hawai'i License #: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Email: _____

Supply certification that the generating system will be installed and inspected in compliance with the local Building/Electrical code of the County of: Honolulu Maui Hawai'i

Generating System Building Permit # (to be filled out by the Company upon the Company's approval and execution of Agreement): _____
To be filled out by the Company

Interconnection Date (to be filled out by the Company upon the Company's approval and execution of the Agreement): _____
To be filled out by the Company

3. Insurance Not Applicable (less than 10 kW)

Insurance Carrier: _____

4. General Technical Information (Attached)

Single Line Diagram **Three Line Diagram** **Relay List and Trip Scheme (if applicable)**

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5. Generator Qualifications

Generator Type:

Photovoltaic with DC Inverter Non-Photovoltaic DC Generator

What is the system's Maximum Export capability?

Technical System Size: _____ kW Maximum Export: _____ kW

6. Interconnecting Equipment Technical Data

Manufacturer: _____ Catalog #: _____

Type: _____ Rated Amps: _____ Rated Volts: _____

Fused *or* Non-Fused | Single Phase *or* Three Phase | Uses multiple disconnects

Mounting Location: _____

No Yes

7. Generator Facility Technical Information

System Information:

Micro Inverter	Central/String Inverter	Energy Storage (Inverter)	Inverter Manufacturer	Model	Qty.	Peak AC Output Rating (kW)*	Quantity x Peak AC Output Rating (kW)
<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1					
<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 2					
<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 3					
<input type="checkbox"/> 4	<input type="checkbox"/> 4	<input type="checkbox"/> 4					
<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/> 5					

Total Inverter Capacity (kW):

Micro Inverter	Central/String Inverter	Module Manufacturer	Model	Qty.	STC Rating (kW)*	Quantity x STC Rating (kW)
<input type="checkbox"/> 1	<input type="checkbox"/> 1					
<input type="checkbox"/> 2	<input type="checkbox"/> 2					

<input type="checkbox"/> 3	<input type="checkbox"/> 3					
<input type="checkbox"/> 4	<input type="checkbox"/> 4					
<input type="checkbox"/> 5	<input type="checkbox"/> 5					
Total Module Capacity (kW):						
Total Capacity of Inverter #:		1:	2:	3:	4:	5:
Total Program Size (kW):						
Total System Capacity is the combined sums of the lesser of the AC or DC capacities per inverter.						

*All equipment ratings must match those listed on their manufacturer's specification sheets.

8. Reserved Not Applicable

9. Interconnecting Equipment Technical Data Not Applicable

Transformer Data Not Applicable
A copy of transformer Nameplate and Manufacturer's Test Report may be substituted

Transformer Primary (Volts): _____ Transformer Secondary (Volts): _____
 Delta Wye Wye Grounded Delta Wye Wye Grounded

Size: _____ KVA Transformer Impedance: _____ % on _____ KVA Base

Transformer Fuse Data Not Applicable
Attach fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves

At Primary Voltage At Secondary Voltage

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Transformer Protection (if not fuse) Not Applicable

Please describe: _____

Generator Main Circuit Breaker Not Applicable
A copy of circuit breaker's Nameplate and Specification Sheet may be substituted

Manufacturer: _____ Type: _____

Continuous Load Interrupting Trip Speed
Rating (Amps): _____ Rating (Amps): _____ (Cycles): _____

Feeder Circuit Breaker Not Applicable
Attach copy of any proposed Time-Overcurrent Coordination Curves

Manufacturer	Type	Style/Catalog No.	Proposed Setting

Current Transformer Data Not Applicable
Attach copy of Manufacturer's Excitation & Ratio Correction Curves

Manufacturer	Type	Accuracy Class	Proposed Ration Connection
			/5
			/5
			/5
			/5
			/5

EXHIBIT B

**SUBSCRIBER ORGANIZATION-OWNED GENERATING
FACILITY AND INTERCONNECTION FACILITIES**

1. Generating Facility

- a. Compliance with laws and standards.
 - (i) The Generating Facility, Generating Facility design, and Generating Facility drawings shall meet all applicable national, state, and local laws, rules, regulations, orders, construction and safety codes, and shall satisfy the terms of the Interconnection Agreement, the SFC, and the Company's Distributed Generating Facility Interconnection Standards, Technical Requirements ("Interconnection Standards"), as set forth in Rule 14, Paragraph H.1 of the Company's tariff.
 - (ii) This Agreement incorporates by reference the standards and requirements of Company Rule 14H; however, in the event of any conflict between this Agreement and Company Rule 14H, the provisions of this Agreement shall control.
- b. Avoidance of adverse system conditions. The Generating Facility shall be designed, installed, operated and maintained so as to prevent or protect against adverse conditions on the Company's system that can cause electric service degradation, equipment damage, or harm to persons, such as:
 - (i) Unintended islanding.
 - (ii) Inadvertent and unwanted re-energization of a Company dead line or bus.
 - (iii) Interconnection while out of synchronization.
 - (iv) Overcurrent.
 - (v) Voltage imbalance.
 - (vi) Ground faults.
 - (vii) Generated alternating current frequency outside of permitted safe limits.
 - (viii) Voltage outside permitted limits.
 - (ix) Poor power factor or reactive power outside permitted limits.
 - (x) Abnormal waveforms.
- c. Specification of protection, synchronizing and control requirements. The Subscriber Organization shall provide the design drawings, operating manuals, manufacturer's brochures/instruction manual and technical specifications, manufacturer's test reports, bill of material, protection and synchronizing relays and settings, and protection, synchronizing, and control schemes for the Generating Facility to the Company for its review, and the Company shall have the right to specify the protection and synchronizing relays and settings, and protection, synchronizing and control schemes that affect the reliability and safety of operation and power quality of the Company's system with which the Generating Facility is interconnected ("Facility Protection Devices/Schemes").
- d. Maximum Export. The net instantaneous MW output from the Generating Facility may not exceed the Maximum Export capability, as set forth in Section 5 of this Agreement. The Company may take appropriate action to limit such net instantaneous MW output, pursuant to Company's Rule 14H, this Agreement and/or the SFC.

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e. Generating Facility protection and maintenance.

- (i) The Subscriber Organization is solely responsible for securing and providing adequate protection for the Generating Facility. The Subscriber Organization shall also perform vegetation management and other routine maintenance in accordance with manufacturer recommendations and intervals for purposes of maintaining the Generating Facility in good working order. Subscriber Organization shall comply with all commercially reasonable requests of Company to update security and/or maintenance if required to prevent security breaches.
- (ii) By the first day of each calendar quarter following the Commercial Operations Date, Subscriber Organization shall provide the Company in writing a projection of maintenance outages for the next calendar quarter. If, during the term of this Agreement, the Generating Facility or any of the individual components of the Generating Facility should be damaged or destroyed, or taken out of service for unscheduled maintenance, the Subscriber Organization shall provide the Company as soon as reasonably practicable following or in anticipation of such event, and promptly repair or replace the damaged or destroyed equipment at the Subscriber Organization's sole expense. If the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, the Company shall have the right to request to terminate this Agreement by written notice.

f. Information Security Requirements.

- (i) Safety and Security Procedures. The Subscriber Organization shall maintain and enforce safety and security procedures to safeguard: all data provided by Company to Subscriber Organization pursuant to this Agreement or in any way connected with the CBRE Program and the administration of the CBRE Program including but not limited to Subscriber names, Subscriber account numbers and information on such accounts, Subscriber addresses, Subscriber rate schedules and Subscriber CBRE bill credit information ("Company CBRE Data"); and all information regarding Company's customers, customer lists, any of the data and testing results produced under this Agreement and any information identified by Company as confidential ("Company Customer Data" and together with Company CBRE Data, collectively referred to as "Company Confidential Information"); all generation and telemetry data provided by the Subscriber Organization to the Company ("SO Data"); in Subscriber Organization's possession, including Company Confidential Information that Subscriber Organization provides to any contractors, consultants, and other third parties retained by Subscriber Organization to assist Subscriber Organization to perform under this Agreement in the course of Subscriber Organization's performance pursuant to this Agreement. Subscriber Organization warrants that it shall (A) use the National Institute of Standards and Technology ("NIST") industry best practices for physical and systems security measures to prevent destruction, loss, alteration or unauthorized access to, use of, or tampering with, the Generating Facility, Subscriber Organization software, and Company Confidential Information, including to protect the confidentiality and integrity of any of Company Confidential Information, operation of Company's systems, and to prevent viruses and similar destructive code from being placed in any software or data provided to Company, on Subscriber Organization's or Company's website, or in Subscriber Organization's or Company's programming; and (B) use NIST industry best practices physical security and precautionary measures to prevent unauthorized access or damage to the Generating Facility, including to protect

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the confidentiality and integrity of any of Company's Confidential Information as well as the operation of Company's systems. Subscriber Organization shall, at a minimum, protect Company's Confidential Information and provide the standard of care required by NIST cybersecurity requirements, and the same measures it uses to protect its own confidential information.

- (ii) Exception to Certain NIST Requirements. Company, at its sole and absolute discretion, may waive the requirements concerning NIST industry best practices as set forth in subsection (i)(A) and (B) above provided that Subscriber Organization implements alternate measures that Company deems acceptable and not inconsistent with Company's standards with respect to (A) physical and systems security measures to prevent destruction, loss, alteration or unauthorized access to, use of, or tampering with, the Generating Facility, software and Company's Confidential Information, including to protect the confidentiality and integrity of any of Company's Confidential Information, operation of Company's systems, and to prevent viruses and similar destructive code from being placed in any software provided to Company, on Subscriber Organization's or Company's website, or in Subscriber Organization's or Company's programming; and (B) physical security and precautionary measures to prevent unauthorized access or damage to the Generating Facility, including to protect the confidentiality and integrity of any of Company's Confidential Information as well as the operation of Company's systems.
- (iii) Security Breach. In the event that Subscriber Organization discovers or is notified of a breach, potential breach of security, or security incident at the Generating Facility or of Subscriber Organization's systems (a "Security Breach"), Subscriber Organization shall immediately (i) notify Company of such Security Breach, whether or not such breach has compromised any of Company Confidential information, (ii) investigate and remediate the effects of the Security Breach, (iii) cooperate with Company with respect to any such Security Breach and provide necessary information on the Security Breach as requested by Company; and (iv) comply with all applicable privacy and data protection laws, including any notification obligations. Any remediation of any Security Breach will be at Subscriber Organization's sole expense.
- (iv) "Subscriber" means a retail customer of the Company who owns a subscription of Subscriber Organization's CBRE project interconnected with the Company.

g. Subscriber Organization Interconnection Facilities.

- (i) The Subscriber Organization shall furnish, install, operate and maintain interconnection facilities (such as circuit breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices and schemes) designated by or acceptable to the Company as suitable for parallel operation of the Generating Facility with the Company's system ("Subscriber Organization Interconnection Facilities"). Such facilities shall be accessible at all times to authorized Company personnel.
- (ii) The Subscriber Organization shall comply with the Company's Interconnection Standards.
- (iii) 1) Single-line diagram of the Generating Facility, 2) relay list, trip scheme and settings of the Generating Facility, 3) Generating Facility Equipment List, and 4) three-line diagram, which identify the circuit breakers, relays, switches, synchronizing

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equipment, monitoring equipment, and control and protective devices and schemes, shall, after having obtained prior written consent from the Company, be attached to Exhibit A and made a part hereof at the time the Agreement is signed. The single-line diagram shall include pertinent information regarding operation, protection, synchronizing, control, monitoring, and alarm requirements. The single-line diagram and three-line diagram shall expressly identify the point of interconnection of the Generating Facility to the Company's system. The relay list, trip scheme and settings shall include all protection, synchronizing and auxiliary relays that are required to operate the Generating Facility in a safe and reliable manner. The three-line diagram shall show potential transformer and current transformer ratios, and details of the Generating Facility's configuration, including relays, meters, and test switches.

- (iv) Subscriber Organization shall provide final as-built drawings of the Subscriber Organization Interconnection Facilities within thirty (30) days of the successful completion of the initial verification test. Within thirty (30) days of Company's receipt of the proposed as-built drawings, Company shall provide Subscriber Organization with either (A) its comments on the proposed as-built drawings or (B) notice of acceptance of the proposed as-built drawings as final as-built drawings. If Company provides comments on the proposed as-built drawings, Subscriber Organization shall incorporate such comments into a final set of as-built drawings and provide such final as-built drawings to Company within twenty (20) days of Subscriber Organization's receipt of Company's comments.
- h. Approval of Design Drawings. The single-line diagram, relay list, trip scheme and settings of the Generating Facility, and three-line diagram shall be approved by a Professional Electrical Engineer registered in the State of Hawaii prior to being submitted to the Company. Such approval shall be indicated by the engineer's professional seal on all drawings and documents.
- i. [Reserved]
- j. Schedule. The Company and the Subscriber Organization have agreed upon on a schedule for the progression of the Generating Facility's construction (e.g., construction start date, Commercial Operations Date, etc.) and each Party has a copy of such schedule and agrees to use commercially reasonable efforts to adhere to such schedule.

2. Verification Testing.

- a. Upon initial parallel operation of the Generating Facility, or any time either (i) interface hardware or software is changed, or (ii) the Company observes that the Subscriber Organization is not in compliance with the operational and performance requirements specified in the Company's Rule 14H, this Agreement and/or the SFC, a verification test shall be performed. Such verification test shall include testing of the telemetry and control interface which allows the Company to remotely measure, monitor, evaluate and verify technical compliance, Generating Facility performance, and power quality and, if necessary, control the Generating Facility. A licensed professional engineer or otherwise qualified individual shall perform verification testing in accordance with the manufacturer's published test procedure. Qualified individuals include professional engineers, factory trained and certified technicians, and licensed electricians with experience in testing protective equipment. The Company reserves the right to witness verification testing or require written certification that the testing was performed.
- b. Verification testing shall also be performed every four years. The Company reserves the right to perform, at its expense, additional verification testing. All verification tests prescribed by the

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manufacturer shall be performed. If wires must be removed to perform certain tests, each wire and each terminal shall be clearly and permanently marked. The Subscriber Organization shall maintain verification test reports for inspection by the Company.

- c. Inverters shall be verified once per year as follows: once per year the Subscriber Organization shall operate the Subscriber Organization system disconnect switch and verify the Generating Facility automatically shuts down and does not reconnect with the Company's system until the Company's system continuous normal voltage and frequency have been maintained for a minimum of 5 minutes. The Subscriber Organization shall maintain a log of these operations for inspection by the Company.
- d. Any system that depends upon a battery for trip power shall be checked once per month for proper voltage. Once every four (4) years the battery shall either be replaced or have a discharge test performed. The Subscriber Organization shall maintain a log of these operations for inspection by the Company.
- e. Tests and battery replacements as specified in this section 2 of Exhibit B shall be at the Subscriber Organization's expense.
- f. Facilities larger than 1 MW shall also be subject to an acceptance test and a control system acceptance test prior to initial parallel operation. The procedures for such tests will be provided to Subscriber Organization by the Company prior to executing this Agreement.

3. Inspection of the Generating Facility.

- a. The Company may, in its discretion and upon reasonable notice not to be less than 24 hours (unless otherwise agreed to by the Company and the Subscriber Organization), observe the construction of the Generating Facility (including but not limited to relay settings and trip schemes) and the equipment to be installed therein.
- b. Facilities 1 MW or Smaller: Within fourteen days after receiving a written request from the Subscriber Organization to begin producing electric energy in parallel with the Company's system, the Company may inspect the Generating Facility (including but not limited to relay settings and trip schemes) and observe the performance of the verification testing. The Company may accept or reject the request to begin producing electric energy based upon the inspection or verification test results.

Facilities 1MW or Larger: The Company and Subscriber Organization will work together to schedule the acceptance test and control system acceptance test. The Subscriber Organization shall provide notice forty-five (45) days in advance of its readiness to begin the acceptance test. The Company may accept or reject the request to begin producing electric energy based upon the results of the acceptance test and control system acceptance test.

- c. With regards to facilities 1 MW and smaller only, if the Company does not perform an inspection of the Generating Facility (including but not limited to relay settings and trip schemes) and observe the performance of verification testing within the fourteen-day period, the Subscriber Organization may begin to produce energy after certifying to the Company that the Generating Facility has been tested in accordance with the verification testing requirements and has successfully completed such tests. After receiving the certification, the Company may conduct an inspection of the Generating Facility (including but not limited to relay settings and trip schemes) and make reasonable inquiries of the Subscriber Organization, but only for purposes of determining whether the verification tests were properly performed. The

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EXHIBIT D
FORM OF LETTER OF CREDIT

[Bank Letterhead]

[Date]

Beneficiary: [Hawaiian Electric Company, HELCO or MECO, as appropriate]
[Address]

[Bank's Name]
[Bank's Address]

Re: [Irrevocable Standby Letter of Credit Number]

Ladies and Gentlemen:

We hereby establish, in your favor, our irrevocable standby Letter of Credit Number _____ (this "Letter of Credit") for the account of [Applicant's Name] and [Applicant's Address] in the initial amount of \$_____ [dollar value] and authorize you, Hawaiian Electric Company [HELCO or MECO, as appropriate] ("Beneficiary"), to draw at sight on [Bank's Name].

Subject to the terms and conditions hereof, this Letter of Credit secures [Project Entity Name]'s certain obligations to Beneficiary under the Community-Based Renewable Energy Program Interconnection Agreement dated as of _____ between [Project Entity Name] and Beneficiary.

This Letter of Credit is issued with respect to the following obligations:_____.

This Letter of Credit may be drawn upon under the terms and conditions set forth herein.

Partial draws of this Letter of Credit are permitted. This Letter of Credit is not transferable. Drafts on us at sight shall be accompanied by a Beneficiary's signed statement signed by a representative of Beneficiary substantially as follows:

The undersigned hereby certifies that (i) I am duly authorized to execute this document on behalf of Hawaiian Electric Company [HELCO or MECO, as appropriate], and [(ii) the amount of the draft accompanying this certification is due and owing to Hawaiian Electric Company [or HELCO or MECO, as appropriate] under the terms of the Interconnection Agreement dated as of _____, between _____, and Hawaiian Electric Company [or HELCO or MECO, as appropriate]] [(ii) the amount of the draft accompanying this certification is due and owing to Hawaiian Electric Company [or HELCO or MECO, as appropriate] under the terms of the Standard Form Contract dated as of _____, between _____, and Hawaiian Electric Company [or HELCO or MECO, as appropriate]] [(ii) the Letter of Credit will expire in less than thirty (30) days, it has not been replaced or extended and collateral is still required under Section____ of the Interconnection Agreement*].

* For draw relating to lapse of Letter of Credit while credit support is still required pursuant to the Power Purchase Agreement.

HAWAIIAN ELECTRIC COMPANY, INC.

Order No. 35560; Filed June 29, 2018,
Transmittal Letter dated July 10, 2018.

