



**Hawaiian  
Electric**

*Project Specific Addendum  
For  
Renewable Dispatchable Generation  
(For Large Projects Located on O‘ahu)*

*Project Type: PV + BESS Community Based Renewable Energy*

*Contract Capacity: \_\_\_\_\_ MW of Generation*

*BESS Contract Capacity: \_\_\_\_\_ MW of Storage*

*Are the PV System and the BESS DC-Coupled? No  Yes*

*If “Yes,” attach Attachment DCC*

*CBRE Facility Location: \_\_\_\_\_*

*Is the Facility Location Owned by Hawaiian Electric Company  
Inc.? No  Yes*

*If “Yes,” attach Attachment COS*

*Execution Date: \_\_\_\_\_*

## PROJECT SPECIFIC ADDENDUM

This **PROJECT SPECIFIC ADDENDUM** is incorporated by reference into the the **POWER PURCHASE AGREEMENT FOR RENEWABLE DISPATCHABLE GENERATION** for the CBRE Facility identified on the coversheet of this Project Specific Addendum and is entered into coterminous with such Power Purchase Agreement as of \_\_\_\_\_, 20\_\_ (the “Execution Date”), by Hawaiian Electric Company, Inc., a Hawai‘i corporation (“Company”) and \_\_\_\_\_ (“Subscriber Organization”), [insert type of entity and jurisdiction of organization]. Together, the Company and Subscriber Organization are the “Parties” and may singularly each be referred to as a “Party”.

**WHEREAS**, the Company has certain technical and contractual requirements that are specific to the individual islands;

**WHEREAS**, certain metrics are specific to this CBRE Facility;

**WHEREAS**, this Project Specific Addendum contains all of the island specific provisions and certain of the metrics that apply to this CBRE Facility;

**WHEREAS**, the Parties agree to abide by the provisions of this Project Specific Addendum, as hereinafter set-forth.

### **NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The text of Section 29.24 (Hawai‘i General Excise Tax) of the Power Purchase Agreement for the Facility shall read as follows:

Hawai‘i General Excise Tax. Subscriber Organization shall, when making payments to Company under this Contract, pay such additional amount as may be necessary to reimburse Company for the Hawai‘i general excise tax on gross income and all other similar taxes imposed on Company by any Governmental Authority with respect to payments in the nature of gross receipts tax, sales tax, privilege tax or the like, but excluding federal or state net income taxes. By way of example and not limitation, as of the Execution Date, all payments subject to the Hawai‘i general excise tax plus surcharge on O‘ahu (totaling 4.5% as of the Execution Date) would include an additional 4.712% so the underlying payment will be net of such tax liability.

2. The following specifics apply to this CBRE Facility:

- (a) The “Contract Capacity” is [REDACTED] kW, which represents the total generating capacity of the generators.
- (b) The “BESS Contract Capacity” is [REDACTED] MWh, which represent the storage capacity of the BESS.
- (c) Under Section 5.4 (Subscriber Organization’s Annual Maintenance Schedule) of the Power Purchase Agreement for this CBRE Facility, the threshold for the maintenance outages that Subscriber Organization is required to include in its written schedule of maintenance outages is any maintenance outage that will reduce the capacity of the Facility by an amount equal to or greater than 5 MW or 25% of the Allowed Capacity.
- (d) The “RTE Performance Metric” is [REDACTED] % [DRAFTING NOTE: RTE PERFORMANCE METRIC TO BE TAKEN FROM RESPONSE TO RFP.]
- (e) The “NEP RFP Projection” for the CBRE Facility as specified in Seller's RFP Proposal is: [REDACTED] MWh.

- (f) The “Unit Price” is \$ [REDACTED] /MWh of Net Energy Potential. **[TO BE CALCULATED FROM RESPONSE TO RFP.]**
- (g) The amount Company shall pay for electric energy produced by the Facility and delivered to the Point of Interconnection in response to Company Dispatch in accordance with the Agreement shall be calculated at the rate of \$ [REDACTED] /MWh. **[DRAFTING NOTE: IF THERE IS NO ENERGY PAYMENT, INSERT \$0.00 IN BLANK. RDG PPAs FOR PV AND PV+BESS SHALL NOT BE COMPENSATED FOR ENERGY, THUS THE ENERGY PAYMENT UNDER SUCH PPAs SHALL ALWAYS BE \$0.00.]**
- (h) The “Guaranteed Commercial Operation Date” is [REDACTED].
- (i) Under Section 13.3(a) of the Power Purchase Agreement for the Facility, the Guaranteed Commercial Operations Date may not be extended beyond [REDACTED]. **[DRAFTING NOTE: OUTSIDE DATE TO BE INSERTED BASED ON TYPE OF PROPOSAL.]**
- (j) The amount of “Daily Delay Damages” is \$ [REDACTED] per Day. **[DRAFTING NOTE: Calculate as follows: (Contract Capacity X \$50/kW) ÷ 180 Days = Daily Delay Damages.]**
- (k) As of the Execution Date, Seller is a subsidiary of [REDACTED], a [state type of entity and jurisdiction of organization], (the “Parent Entity”).
- (l) The “RFP” to which Subscriber Organization responded in proposing this project is Company’s Request for Proposals for [REDACTED], Island of Oahu, issued on [REDACTED], 202[REDACTED].
- (m) Under Section 29.21(e) of the Power Purchase Agreement for this CBRE Facility, as of the Execution Date, the name and email address for Subscriber Organization’s Community Representative is :
- Name: [REDACTED]  
 Email Address: [REDACTED]  
 Phone Number: [REDACTED]
- (n) Under Section 7(d) of Attachment J (Company Payments for Energy, Dispatchability and Availability of BESS), \$ [REDACTED] is the amount of the liquidated damages to which Company shall be entitled if Subscriber Organization fails to apply for and to use commercially reasonable efforts to obtain the Hawai’i Renewable Energy Tax Credit as described in Section 5 (Tax Credit Pass Through) of said Attachment J.
- (o) The “Enhanced Residential Threshold” is a specific percentage of Contract Capacity in excess of 40% committed to by Subscriber Organization CBRE Facility in its Response to the RFP as the percentage to be represented by Subscriber Allocations for Residential Subscribers. The Enhanced Residential Threshold for this CBRE Facility is [REDACTED]%. **[Drafting note: If there is no Enhanced Residential Threshold enter "N/A" in the blank.]**
- (p) The “LMI Minimum Threshold” is a specific percentage of Contract Capacity committed to by Subscriber Organization in its Response to the RFP as the percentage to be represented by Subscriber Allocations for LMI Subscribers. The Minimum LMI Threshold for this CBRE Facility is [REDACTED]%. **[Drafting note: The percentage shall be taken from Subscriber Organization's Response to RFP if that proposal included a LMI Minimum Threshold. If there is no LMI Minimum Threshold enter "N/A" in the blank. For dedicated LMI projects, the LMI Minimum Threshold is 100%.]**

(q) The following engineering firms are, as of the Execution Date, mutually acceptable to the Parties under Section 4(j) (Acceptable Persons and Entities) of Attachment U (Calculation and Adjustment of Net Energy Potential) to the Power Purchase Agreement for this Facility:

DNV GL  
UL  
Black & Veatch  
Leidos Engineering

(r) The addresses and email addresses for Company and Seller under the “Notices” provisions of Section 29.3(a) of the Power Purchase Agreement for the Facility are as follows:

**[Hawaiian Electric Company, Inc] [Maui Electric Company, Ltd.] [Hawai‘i Electric Light Company, Inc.]**

By Mail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivered By Hand or Overnight Delivery:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By E-mail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

By Mail:

Hawaiian Electric Company, Inc.  
Legal Division  
P.O. Box 2750  
Honolulu, Hawai‘i 96840

By E-mail:

Hawaiian Electric Company, Inc.  
Legal Division  
Email: legalnotices@hawaiianelectric.com

**Subscriber Organization:** The contact information listed in Attachment A (Description of Generation, Conversion and Storage Facility) hereto.

The definition of "Subscriber Organization-Attributable Non-Generation" reads as follows:

"Subscriber Organization-Attributable Non-Generation": Time periods during which the inverter in question (or the Facility as a whole) is not dispatched or is derated or shutdown (or the Facility is disconnected) because of any of the following:

- (i) The Facility's failure to comply with any of the Performance Standards, Good Engineering and Operating Practices, Governmental Approvals, applicable Laws or Subscriber Organization's other obligations under this Agreement;
- (ii) Subscriber Organization-Attributable System Conditions;
- (iii) Conditions at or on either side of the Point of Interconnection arising from the acts or omissions of Subscriber Organization or any of its affiliates, employees, agents, contractors, vendors, materialmen, independent contractors or suppliers of Subscriber Organization, acting in such capacity for the benefit of Subscriber Organization ("Subscriber Organization Representatives"), unless such acts or omissions are themselves excused by reasons of Force Majeure pursuant to Article 21 (Force Majeure) of this Agreement;
- (iv) A disconnection initiated by the Company pursuant to Article 9 (Personnel and System Safety) of this Agreement) that is caused by Subscriber Organization or any Subscriber Organization Representatives;
- (v) The Company has reasonably decided that it is inadvisable for such inverter (or the Facility as a whole) to continue normal operations without a further Control System Acceptance Test as provided in Section 7(a) (Testing Requirements) of Attachment B (Facility Owned by Subscriber Organization);
- (vi) The Facility is deemed to be in Subscriber Organization-Attributable Non-Generation status under any of the following Sections of Attachment B (Facility Owned by Subscriber Organization): Section 1(b)(iii)(H)(i); Section 1(g)(vi), Section 1(j) (Demonstration of Facility) or Section 4(e);
- (vii) The Facility is shutdown at the direction of Company as provided in Section 6.4 (Shutdown For Lack of Reliable Real Time Data), and such shutdown is caused by Subscriber Organization or any Subscriber Organization Representatives; and
- (viii) The Facility fails to comply with Company Dispatch or other outage or duration as provided in Section 8.3 (Company Rights of Dispatch)

Each time period of Subscriber Organization-Attributable Non-Generation shall constitute an Outage or Deration, as applicable.

3. The following project specific provisions are attached to this Project Specific Addendum and constitute part the Agreement:

Attachment A (Description of Generation, Conversion and Storage Facility)

Exhibit A-1 (Good Standing Certificates)

Exhibit A-2 (Ownership Structure)

Attachment B (Facility Owned by Subscriber Organization)  
Exhibit B-1 (Modeling Requirements)  
Exhibit B-2 (Generator and Energy Storage Capability Curve(s))  
Attachment D (Consultants List)  
Attachment E (Single-Line Drawing and Interface Block Diagram)  
Attachment F (Relay List and Trip Scheme)  
Attachment G (Company-Owned Interconnection Facilities)  
Attachment K (Guaranteed Project Milestones)  
Attachment K-1 (Seller's Conditions Precedent and Company Milestones)  
Attachment L (Reporting Milestones)  
Attachment N (Acceptance Test General Criteria)  
Attachment O (Control System Acceptance Test Criteria)

4. In addition to the foregoing Attachments:
- (a) If the coversheet of this Project Specific Addendum identifies the Facility as having a PV System and BESS that are DC-Coupled, Attachment DCC (DC-Coupled Storage) is attached to this Project Specific Addendum and constitutes part of the Agreement.
  - (b) If the coversheet of this Project Specific Addendum indicates that the Facility is located on a site owned by the Company, Attachment COS (Company-Owned Site) is attached to this Project Specific Addendum and constitutes part of the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Project Specific Addendum to be executed by their duly authorized representatives.

[Subscriber Organization]		Hawaiian Electric Company, Inc., a Hawai'i corporation
By: _____ Name: _____ Date: _____		By: _____ Name: _____ Date: _____

ATTACHMENT A  
(DESCRIPTION OF GENERATION, CONVERSION AND STORAGE FACILITY)  
TOGETHER WITH EXHIBIT A-1 (GOODSTANDING CERTIFICATE) AND EXHIBIT A-2 (OWNERSHIP STRUCTURE)

ATTACHMENT A  
DESCRIPTION OF GENERATION, CONVERSION AND STORAGE FACILITY

1. Name of Facility:

(a) Location: (TMK No. )

(b) Telephone number (for system emergencies):

(c) E-mail Address:

(d) Contact Information for notices pursuant to Section 29.3 (Notices) of the Agreement:

Mailing Address:

Address for Delivery by Hand or Overnight Delivery:

Email Address:

2. Owner (If different from Subscriber Organization):

If Subscriber Organization is not the owner, Subscriber Organization shall provide Company with a certified copy of a certificate warranting that the owner is a corporation, partnership or limited liability company in good standing with the Hawai'i Department of Commerce and Consumer Affairs which shall be attached hereto as Exhibit A-1 (Good Standing Certificates).

3. Operator:

4. Name of person to whom payments are to be made:



(a) Mailing address:

(b) Hawai'i Gross Excise Tax License number:

5. Equipment:

(a) Type of facility and conversion equipment:

**[For example: Small power production facility designated as a Qualifying Facility that produces electric energy using \_\_\_\_\_.]**

(b) Design and capacity

Total Facility Capacity ("Contract Capacity"):

\_\_\_\_\_ kW

Total Number of Generators:

**[number and size of each generator, e.g., one (1) Brand X, 200 kW; one (1) Brand Y, 300 kW]**

Description of Equipment:

**[For example: Describe the type of energy conversion equipment, capacity, and any special features.]**

Individual Unit: **[if more than one generator, list information for each generator]**

	kW	kVAR Consumed	kVAR Produced
<u>Full load</u>			
<u>Startup</u>			

Generator:

Type \_\_\_\_\_

Rated Power \_\_\_\_\_ kW

Voltage \_\_\_\_\_ V, \_ phase



discretion, determines that a re-study or revision to all or any part of the IRS is required to accommodate Subscriber Organization's proposed revision(s), Company may, in its sole and absolute discretion, conditionally approve such revision(s) subject to a satisfactory re-study or revision to the IRS and Subscriber Organization's payment and continued obligation to be liable and responsible for all costs and expenses of re-studying or revising such portions of the IRS and for modifying and paying for all costs and expenses of modification to the Facility, the Company-Owned Interconnection Facilities based on the results of the re-studies or revisions to the IRS. Any changes made to this Attachment A (Description of Generation, Conversion and Storage Facility) or the Agreement as a result of this Section 5(f) of Attachment A (Description of Generation, Conversion and Storage Facility) shall be reflected in a written amendment to the Agreement.

Subscriber Organization understands and acknowledges that Company's review and approval of Subscriber Organization's proposed revisions to this Section 5 and any necessary re-studies or revisions to the IRS shall be subject to Company's then-existing time and personnel constraints. Company agrees to use commercially reasonable efforts, under such time and personnel constraints, to complete any necessary reviews, approvals and/or re-studies or revisions to the IRS.

Any delay in completing, or failure by Subscriber Organization to meet, any subsequent Subscriber Organization milestones under Article 13 (Guaranteed Project Milestones Including Commercial Operations) as a result of any revision pursuant to this Section 5 by Subscriber Organization (whether requiring a re-study or revision to the IRS or not) shall be borne entirely by Subscriber Organization and Company shall not be responsible or liable for any delay or failure to meet any such milestones by Subscriber Organization.

6. Insurance carrier(s): **[SUBSCRIBER ORGANIZATION TO PROVIDE INFORMATION]**
7. If Subscriber Organization is not the operator, Subscriber Organization shall provide a copy of the agreement between Subscriber Organization and the operator which requires the operator to operate the Facility and which establishes the scope of operations by the operator and the respective rights of Subscriber Organization and the operator with respect to

the sale of electric energy from Facility no later than the Commercial Operations Date. In addition, Subscriber Organization shall provide a certified copy of a certificate warranting that the operator is a corporation, partnership or limited liability company in good standing with the Hawai'i Department of Commerce and Consumer Affairs no later than the Commercial Operations Date.

8. Subscriber Organization shall provide a certified copy of a certificate warranting that Subscriber Organization is a corporation, partnership or limited liability company in good standing with the Hawai'i Department of Commerce and Consumer Affairs which shall be attached hereto as Exhibit A-1 (Good Standing Certificates).
9. Subscriber Organization, owner and operator shall provide Company a certificate and/or description of their ownership structures which shall be attached hereto as Exhibit A-2 (Ownership Structure).
10. In the event of a change in ownership or identity of Subscriber Organization, owner or operator, such entity shall provide within 30 Days thereof, a certified copy of a new certificate and a revised ownership structure.

EXHIBIT A-1  
GOOD STANDING CERTIFICATES

EXHIBIT A-2  
OWNERSHIP STRUCTURE

Model CBRE RDG PPA

Hawaiian Electric Company, Inc.

ATTACHMENT B  
(FACILITY OWNED BY SUBSCRIBER ORGANIZATION) TOGETHER WITH EXHIBIT  
B-1 (MODELING REQUIREMENTS) AND EXHIBIT B-2 (GENERATOR AND ENERGY  
STORAGE CAPABILITY CURVE(S))

**ATTACHMENT B WILL BE REVISED TO REFLECT  
THE RESULTS OF IRS]**

ATTACHMENT B  
FACILITY OWNED BY SUBSCRIBER ORGANIZATION

1. The Facility.

(a) Drawings, Diagrams, Lists, Settings and As-Builts.

- (i) Single-Line Drawing, Interface Block Diagram, Relay List, Relay Settings and Trip Scheme. A preliminary single-line drawing (including notes), Interface Block Diagram, relay list, relay settings, and trip scheme of the Facility shall, after Subscriber Organization has obtained prior written consent from Company, be attached to this Agreement on the Execution Date as Attachment E (Single-Line Drawing and Interface Block Diagram) and Attachment F (Relay List and Trip Scheme). A final single-line drawing (including notes), Interface Block Diagram, relay list and trip scheme of the Facility shall, after having obtained prior written consent from Company, be labeled the "Final" Single-Line Drawing, the "Final" Interface Block Diagram and the "Final" Relay List and Trip Scheme and shall supersede Attachment E (Single-Line Drawing and Interface Block Diagram) and Attachment F (Relay List and Trip Scheme) to this Agreement and shall be made a part hereof on the Commercial Operations Date. After the Commercial Operations Date, no changes shall be made to the "Final" Single-Line Drawing, the "Final" Interface Block Diagram and the "Final" Relay List and Trip Scheme without the prior written consent of Subscriber Organization and Company. The single-line drawing shall expressly identify the Point of Interconnection of Facility to Company System.

- (ii) As-Builts. Subscriber Organization shall provide final as-built drawings of the Subscriber Organization-Owned Interconnection Facilities within 30 Days of the successful completion of the Acceptance Test.
- (iii) Modeling. Subscriber Organization shall provide the models as set forth in Exhibit B-1.
- (iv) No Material Changes. Subscriber Organization agrees that no material changes or additions to the Facility as reflected in the "Final" Single-Line Drawing (including notes), the "Final" Interface Block Diagram, and the "Final" Relay List and Trip Scheme shall be made without Subscriber Organization first having obtained prior written consent from Company. The foregoing are subject to changes and additions as part of any Performance Standards Modifications. If Company directs any changes in or additions to the Facility records and operating procedures that are not part of any Performance Standards Modifications, Company shall specify such changes or additions to Subscriber Organization in writing, and, except in the case of an emergency, Subscriber Organization shall have the opportunity to review and comment upon any such changes or additions in advance.

(b) Certain Specifications for the Facility.

- (i) Subscriber Organization shall furnish, install, operate and maintain the Facility, including breakers, relays, switches, synchronizing equipment, monitoring equipment and control and protective devices approved by Company as suitable for parallel operation of the Facility with Company System. The Facility shall be accessible at all times to authorized Company personnel.
- (ii) The Facility shall include:

**[LIST OF THE FACILITY]**

**Examples may include, but are not limited to:**



- **Subscriber Organization-Owned Interconnection Facilities**
- **Substation**
- **Control and monitoring facilities**
- **Transformers**
- **Generating and/or Battery Energy Storage System ("BESS") equipment (as described in Attachment A)**
- **"Lockable" cabinets or housings suitable for the installation of the Company-Owned Interconnection Facilities located on the Site**
- **Relays and other protective devices**
- **Leased telephone line and/or equipment to facilitate microwave communication**

(iii) The Facility shall comply with the following [includes excerpts of language that may be requested by Company]:

- A. Subscriber Organization shall install a \_\_\_\_\_ kV gang operated, load breaking, lockable disconnect switch and all other items for its switching station (relaying, control power transformers, high voltage circuit breaker). Bus connection shall be made to a manually and automatically (via protective relays) operated high-voltage circuit breaker. The high-voltage circuit breaker shall be fitted with bushing style current transformers for metering and relaying. Downstream of the high-voltage circuit breaker, a structure shall be provided for metering transformers. From the high-voltage circuit breaker, another bus connection shall be made to another pole mounted disconnect switch, with surge protection.
- B. Subscriber Organization shall provide within the Subscriber Organization-Owned Interconnection Facilities a separate, fenced area with separate access for Company. Subscriber Organization shall provide all conduits, structures and accessories necessary for Company to install the Revenue Metering Package. Subscriber Organization shall also

provide within such area, space for Company to install its communications, supervisory control and data acquisition ("SCADA") equipment (remote terminal unit or equivalent) and certain relaying if necessary for the interconnection. Subscriber Organization shall also provide AC and DC source lines as specified by Company. Subscriber Organization shall provide a telephone line for Company-owned meters. Subscriber Organization shall work with Company to determine an acceptable location and size of the fenced-in area. Subscriber Organization shall provide an acceptable demarcation cabinet on its side of the fence where Subscriber Organization and Company wiring will connect/interface.

- C. Subscriber Organization shall ensure that the Subscriber Organization-Owned Interconnection Facilities have a lockable cabinet for switching station relaying equipment. Subscriber Organization shall select and install relaying equipment acceptable to Company. At a minimum, the relaying equipment will provide over and under frequency (81), negative phase sequence (46), under voltage (27), over voltage (59), ground over voltage (59G), over current functions (50/51) and direct transfer trip (if required). The settings shall be consistent with the requirements for over/under frequency and voltage ride-through. Subscriber Organization shall install protective relays that operate a lockout relay (86), which in turn will trip the main circuit breaker and not allow it to be reclosed without reset.
- D. [RESERVED]
- E. Subscriber Organization's equipment also shall provide at a minimum:
  - (i) Interface with Company's Telemetry and Control, or designated communications and control interface, to provide telemetry of electrical quantities such as total

Facility net MW, MVar, power factor, voltages, currents, and other quantities as identified by the Company;

- (ii) Interface with Company's Telemetry and Control, or designated communications and control interface, to provide status for circuit breakers, reactive devices, switches, and other equipment as identified by the Company;
- (iii) Interface with Company's Telemetry and Control, or designated communications and control interface, to provide control to incrementally raise and lower the voltage target at the point of regulation operating in automatic voltage regulation control;
- (iv) Interface with Company's Telemetry and Control, or designated communications and control interface, to provide the active power control requirements of this Agreement;
- (v) Interface with Company's Telemetry and Control, or designated communications and control interface, for the Company to specify control system modes of operation and parameters, for remotely configurable parameters and operating states required under this Agreement;
- (vi) For Variable Energy Facilities: Interface with Company's Telemetry and Control, or designated communications and control interface, to provide telemetry of equipment availability and meteorological and production data required under Section 8 (Data and Forecasting) of this Attachment B (Facility Owned by Subscriber Organization) and the Facility's Power Possible; and

(vii) Provision for Loss of Telemetry and Control: If Company's Telemetry and Control, or designated communications and control interface, is unavailable, due to loss of communication link, Telemetry and Control failure, or other event resulting in loss of the remote control by Company, provision must be made for Subscriber Organization to be able to institute via local controls, within 5 minutes (or such other period as Company accepts in writing) of the verbal directive by the Company System Operator, such change in voltage regulation target and real power export or import as directed by the Company System Operator.

F. If Subscriber Organization adds, deletes and/or changes any of its equipment, or changes its design in a manner that would change the characteristics of the equipment and specifications used in the IRS, Subscriber Organization shall be required to obtain Company's prior written approval. If an analysis to revise parts of the IRS is required, Subscriber Organization shall be responsible for the cost of revising those parts of the IRS, and modifying and paying for the cost of the modifications to the Facility and/or the Company-Owned Interconnection Facilities based on the revisions to the IRS.

G. Cybersecurity and Critical Infrastructure Protection.

(i) Security Policies and Documentation. Subscriber Organization shall implement and document security policies and standards in accordance with industry best practices (e.g., aligned with the intent of NERC CIP-003-8 R2) and consistent with Company's security policies and standards. Subscriber Organization shall submit documentation describing the approach, methodology, and design to provide

physical and cyber security (i.e., aligned with the intent of NERC CIP-003-8 R2) with its submittal of the design drawings pursuant to Section 1(c) (Design Drawings, Bill of Materials, Relay Settings and Fuse Selection) of Attachment B (Facility Owned by Subscriber Organization) which shall be at least sixty (60) Days prior to the Acceptance Test.

- The design shall meet industry standards and best practices, consistent with the National Institute of Standards and Technology ("NIST") guidelines as indicated in Special Publication 800-53 Rev. 4 "Security and Privacy Controls for Federal Information Systems and Organizations" and Special Publication 800-82 Rev. 2 "Guide to Industrial Control Systems (ICS) Security". The system shall be designed with the criteria to meet applicable compliance requirements and identify areas that are not consistent with NIST guidelines and recommendations.
- The cybersecurity documentation shall include a block diagram of the control system with all external connections clearly described.
- Subscriber Organization shall provide such additional information as Company may reasonably request as part of a security posture assessment.
- Company shall be notified in advance when there is any condition that would compromise physical or cyber security.

- Subscriber Organization shall, at the request of Company or, in the absence of any request from Company, at least annually during the term of this Agreement, provide Company with updated documentation and diagrams including a record of changes.

(ii) Network and Application

Security. Subscriber Organization shall implement appropriate network and application security processes and practices commensurate with the level of risk as determined by periodic risk assessments (i.e., aligned with the intent of NERC CIP-005-5):

- Segment and segregate networks and functions, including physical and logical separation between business networks and control system networks (i.e., aligned with the intent of NERC CIP-005-5 R1).
- Limit unnecessary lateral communications (i.e., aligned with the intent of NERC CIP-005-5 R1).
- Harden network devices (i.e., aligned with the intent of NERC CIP-007-6 R1).
- Secure access to infrastructure devices (i.e., aligned with the intent of NERC CIP-004-6 R4).
- Perform out-of-band (OoB) network management (i.e., aligned with the intent of NERC CIP-005-5 R2).
- Validate integrity of hardware and software (i.e., aligned with the intent of NERC CIP-010-3 R1 and NERC CIP-006-6 R1 Part 10).

(iii) Endpoint and Server Security. Subscriber Organization shall implement appropriate endpoint and server security processes and practices commensurate with the level of risk as determined by periodic risk assessments:

- Mechanisms to identify vulnerabilities and apply security patches in a timely manner (i.e., aligned with the intent of NERC CIP-007-6 R2).
- Malware defense and anti-phishing capabilities (i.e., aligned with the intent of NERC CIP-007-6 R3).
- Access Controls to enforce the least privilege principle and provide access to resources only for authorized users (i.e., aligned with the intent of NERC CIP-004-6 R4).
- Secure authentication mechanisms including multi-factor authentication for systems with higher risk exposure (i.e., aligned with the intent of NERC CIP-007-6 R5 and NERC CIP-005-5 R2).
- Data confidentiality, protection, and encryption technologies for endpoints, servers, and mobile devices (i.e., aligned with the intent of NERC CIP-011-2 R1 and NERC CIP-005-5 R2).

Subscriber Organization shall (consistent with the following sentence) ensure that no malicious software ("Malware") or unauthorized code is introduced into any aspect of the Facility, Interconnection Facilities, the Company Systems interfacing with the Facility and

Interconnection Facilities, and any of Subscriber Organization's critical control systems or processes used by Subscriber Organization to provide energy, including the information, data and other materials delivered by or on behalf of Subscriber Organization to Company, (collectively, the "Environment"). Subscriber Organization shall periodically review, analyze and implement improvements to and upgrades of its Malware prevention and detection programs and processes that are commercially reasonable and consistent with the then current technology industry's standards and, in any case, not less robust than the programs and processes implemented by Subscriber Organization with respect to its own information systems.

- (iv) Cybersecurity Program. Subscriber Organization shall establish and maintain a continuous cybersecurity program (i.e., aligned with the intent of NERC CIP-003-8) that enables the Subscriber Organization (or its designated third party) to:
  - (aa) Define the scope and boundaries, policies, and organizational structure of the cybersecurity program.
  - (bb) Conduct periodic risk assessments to identify the specific threats to and vulnerabilities of the Subscriber Organization's Organization consistent with guidance provided in NIST Special Publication 800-30 Rev. 1 "Guide for Conducting Risk Assessments".
  - (cc) Implement appropriate mitigating controls and training programs and manage resources.



- (dd) Monitor and periodically test the cybersecurity program to ensure its effectiveness. Subscriber Organization shall review and adjust their cybersecurity program as appropriate for any assessed risks.
- (ee) Applicability is extended to Cloud Service providers and other third-party services the Subscriber Organization may use.
- (v) Security Monitoring and Incident Response. Company and Subscriber Organization shall collaborate on security monitoring and incident response, define points of contact on both sides, establish monitoring and response procedures, set escalation thresholds, and conduct training (i.e., aligned with the intent of NERC CIP-008-5). Subscriber Organization shall, at the request of Company or, in the absence of any request from Company, at least quarterly, provide Company with a report of the incidents that it has identified and describe measures taken to resolve or mitigate.

In the event that Subscriber Organization discovers or is notified of a breach, potential breach of security, or security incident at Subscriber Organization's Facility or of Subscriber Organization's systems, Subscriber Organization shall immediately (aa) notify Company of such potential, suspected or actual security breach, whether or not such breach has compromised any of Company's confidential information; (bb) investigate and promptly remediate the effects of the breach, whether or not the breach was caused by Subscriber Organization; (cc) cooperate with Company with respect to any such breach or unauthorized access or

use; (dd) comply with all applicable privacy and data protection laws governing Company's or any other individual's or entity's data; and (ee) to the extent such breach was caused by Subscriber Organization, provide Company with reasonable assurances satisfactory to Company that such breach, potential breach, or security incident shall not recur. Subscriber Organization shall provide documentation to Company evidencing the length and impact of the breach. Any remediation of any such breach will be at Subscriber Organization's sole expense.

If malicious software or unauthorized code is found to have been introduced into the Environment, Subscriber Organization will promptly notify Company. Subscriber Organization shall take immediate action to eliminate and remediate the effects of the Malware, at Subscriber Organization's expense. Subscriber Organization shall not modify or otherwise take corrective action with respect to the Company Systems except at Company's request. Subscriber Organization shall promptly report to Company the nature and status of all efforts to isolate and eliminate malicious software or unauthorized code.

- (vi) Monitoring and Audit. Subscriber Organization shall provide information on available audit logs and reports relating to cyber and physical security (i.e., aligned with the intent of NERC CIP-007-6 R4). Company may audit Subscriber Organization's records to ensure Subscriber Organization's compliance with the terms of this Section 1(b)(iii)G (Cybersecurity and Critical Infrastructure Protection) of this Attachment B (Facility Owned by

Subscriber Organization), provided that Company has provided reasonable notice to Subscriber Organization and any such records of Subscriber Organization's will be treated by Company as confidential.

(vii) Contingency Plans. Subscriber Organization shall implement and maintain a business continuity plan, a disaster recovery plan, and an incident response plan ("Contingency Plans" - i.e., aligned with the intent of NERC CIP-009-6) appropriate for the level of risk based on the impact of Subscriber Organization's associated facilities, systems and equipment, which, if destroyed, degraded, misused, or otherwise rendered unavailable, would affect the reliable operation of the Company System. The Contingency Plans shall be provided to Company upon request. Such Contingency Plans shall be updated to reflect lessons learned from real recovery events.

(viii) Supply Chain Risk Management. Subscriber Organization shall implement and maintain a supply chain risk management plan with implementation of appropriate security controls (i.e., aligned with the intent of NERC CIP-013-1). Controls should address the following security considerations: (1) software integrity and authenticity; (2) vendor remote access; (3) information system planning; and (4) vendor risk management and procurement controls.

H. Available Power Production.

(i) Variable Energy Systems. Subscriber Organization's available power production considering equipment and resource availability (Power Possible) will be determined at any given time using the

best-available data and methods for an accurate representation of the amount of active power at the Point of Interconnection.

- (ii) Variable Energy Systems Paired with Storage Operated through a Single Active Power Control Interface. For variable energy systems paired with storage operated through a single active power control interface (i.e., charging indirectly controlled through dispatch), Subscriber Organization's available power production considering equipment and resource availability and state of charge of the storage (Power Possible) will be determined at any given time using the best-available data and methods for an accurate representation of the amount of active power at the Point of Interconnection . Telemetry will be provided to indicate state of charge, including available estimated duration at the current dispatch given state of charge and forecast production.
  
- (iii) For variable resources where Power Possible is derived, in part or in whole, from a measured available variable energy source such as solar or wind: To the extent available, the Parties shall use Subscriber Organization's real time Power Possible communicated to Company through the SCADA System except to the extent that the Potential Energy does not accurately reflect the actual available active power at the Point of Interconnection (plus or minus 0.1 MW). During those periods of time when the SCADA derived Power Possible is unavailable or does not accurately represent the available power production considering equipment and resource availability, the Parties shall use the best available data obtained through

commercially reasonable methods to determine the Power Possible. Follow up actions to resolve the discrepancy will be as provided in Section 1(j) (Demonstration of Facility) of this Attachment B (Facility Owned by Subscriber Organization).

- (iv) If, at any time during the Term, there is a material discrepancy or pattern of discrepancies in the accuracy of Power Possible, the Parties shall review the method for determining Power Possible and develop modifications with the objective of avoiding future discrepancies. If the Parties are unable to resolve the issue, then (aa) the Parties shall promptly commission a study to be performed by one of the engineering firms then included on the Qualified Independent Third-Party Consultants List attached to the Agreement as Attachment D (Consultants List) to evaluate the cause of the Power Possible discrepancy and to make recommendations with the objective of avoiding future Power Possible discrepancies ("Study"); and (bb) if the Company decides that its ability to effectively optimize the benefits of its right of Company Dispatch to dispatch the Facility's Net Energy Potential is materially impaired by the lack of an accurate method to determine Power Possible, the Company shall have the right to derate the Facility and the Facility shall be deemed to be in Subscriber Organization-Attributable Non-Generation status until the Study has been completed and the Study's recommendations have been implemented by Subscriber Organization to Company's reasonable satisfaction. Subscriber Organization shall pay for the cost of the Study. The Study shall be completed within ninety (90) days from the date the

Study is commissioned, unless otherwise reasonably agreed to in writing by Subscriber Organization and Company. The Consultant shall send the Study to Company and Subscriber Organization. Subscriber Organization (and/or its Third-Party consultants and contractors), at Subscriber Organization's expense, shall take such action as the Study shall recommend (e.g., modifications to the model, modifications and/or additions to the data inputs used in the model, modifications to the procedures for maintaining and/or recalibrating the Monitoring and Communication Equipment used to provide data inputs, replacement of such Monitoring and Communication Equipment, modifications of procedures for Facility operations) with the objective of avoiding future Power Possible discrepancies. Such recommendations shall be implemented by Subscriber Organization to Company's reasonable satisfaction no later than forty-five (45) Days from the Day the completed Study is issued by the consultant, or such other longer commercially reasonable timeframe otherwise agreed to in writing by Company.

- I. Subscriber Organization shall reserve space within the Site for possible future installation of Company-owned meteorological equipment (such as wind speed, direction and relative humidity monitors, SODAR and irradiance monitors) and AC and DC source lines for such equipment as may be required depending on the Facility resource type and location. In the event Company decides to install such meteorological equipment: (i) Subscriber Organization shall work with Company to determine an acceptable location for such equipment and any associated wiring, interface or other components; and (ii)

Company shall pay for the needed equipment, and installation of such equipment, unless otherwise agreed to by the Parties. Company and Subscriber Organization shall use commercially reasonable efforts to facilitate installation and minimize interference with the operation of the Facility.

J. The Facility shall, at a minimum, satisfy the wind load and seismic load requirements of the International Building Code and any more stringent requirements imposed under applicable Laws.

- (c) Design Drawings, Bill of Material, Relay Settings and Fuse Selection. Subscriber Organization shall provide to Company for its review the design drawings, Bill of Material, relay settings and fuse selection for the Facility, and Company shall have the right, but not the obligation, to specify the type of electrical equipment, the interconnection wiring, the type of protective relaying equipment, including, but not limited to, the control circuits connected to it and the disconnecting devices, and the settings that affect the reliability and safety of operation of Company's and Subscriber Organization's interconnected system. Subscriber Organization shall provide the relay settings and protection coordination study, including fuse selection and AC/DC Schematic Trip Scheme (part of design drawings), for the Facility to Company during the 60% design. Company, at its option, may, with reasonable frequency, witness Subscriber Organization's operation of control, synchronizing, and protection schemes and shall have the right to periodically re-specify the settings. Subscriber Organization shall utilize relay settings prescribed by Company, which may be changed over time as Company System requirements change.
- (d) Disconnect Device. Subscriber Organization shall provide a manually operated disconnect device which provides a visible break to separate Facility from Company System. Such disconnect device shall be lockable in the OPEN position and be readily accessible to Company personnel at all times.

(e) Other Equipment. Subscriber Organization shall install, own and maintain the infrastructure associated with the Revenue Metering Package, including but not limited to all enclosures (meter cabinets, meter pedestals, meter sockets, pull boxes, and junction boxes, along with their grounding/bonding connections), CT/PT mounting structures, conduits and ductlines, enclosure support structures, ground buses, pads, test switches, terminal blocks, isolation relays, telephone surge suppressors, and analog phone lines (one per meter), subject to Company's review and approval. **[COMPANY TO REVISE THIS SECTION J(e) PRIOR TO EXECUTION FOR SPECIFICS OF THE PROJECT.]**

(f) Maintenance Plan. Subscriber Organization shall maintain Subscriber Organization-Owned Interconnection Facilities in accordance with the following maintenance plan:

Transmission line: \_\_\_\_\_  
\_\_\_\_\_ kV Facility switching station:  
\_\_\_\_\_

Relay protection equipment: \_\_\_\_\_

Other equipment as identified: \_\_\_\_\_

Subscriber Organization shall furnish to Company a copy of records documenting such maintenance, within thirty (30) Days of completion of such maintenance work.

(g) Active Power Control Interface.

(i) Subscriber Organization shall provide and maintain in good working order all equipment, computers and software associated with the control system (the "Active Power Control Interface") necessary to interface the Facility active power controls with the Company System Operations Control Center for real power control of the Facility by the Company System Operator. The Active Power Control Interface will be used to control the net real power import or export from the Facility as required under this Attachment B (Facility Owned by Subscriber



Organization). The implementation of the Active Power Control Interface will allow Company System Operator to control the net real power import to or export from the entire Facility remotely from the Company System Operations Control Center through control signals from the Company System Operations Control Center.

- (ii) Company shall review and provide prior written approval of the design for the Active Power Control Interface to ensure compatibility with Company's SCADA and EMS systems. In order to ensure such continued compatibility, Subscriber Organization shall not materially change the approved design without Company's prior review and prior written approval.
- (iii) The Active Power Control Interface shall include, but not be limited to, a demarcation cabinet, ancillary equipment and software necessary for Subscriber Organization to connect to Company's Telemetry and Control, located in Company's portion of the Facility switching station which shall provide the control signals to the Facility and send feedback status to the Company System Operations Control Center. The control type shall be analog output (set point) controls.
- (iv) The Active Power Control Interface shall also include provision for feedback points from the Facility indicating when the Company System Operator active power controls are in effect and the analog value of the controls received from the Company. The Facility shall provide the feedback to the Company SCADA system within 2 seconds of receiving the respective control signal from the Company.
- (v) Subscriber Organization shall provide an analog input to the Telemetry and Control for the MW output of the individual generating units, and an analog signal for the total MW output at the Point of Interconnection.
- (vi) The Active Power Control Interface shall provide for remote control of the net real power input or

output of the Facility by the Company at all times. If the Active Power Control Interface is unavailable or disabled, the Facility shall not import or export net real power from or to Company, and the Facility shall be deemed to be in Subscriber Organization-Attributable Non-Generation status, unless the Company, in its sole discretion, agrees to supply or accept net real power and Subscriber Organization and Company agree on an alternate means of dispatch. The alternate means of dispatch, including but not limited to local controls, is to be the temporary dispatch mechanism until the Active Power Interface is returned to service and must be capable of changing the real power export or import as directed by the Company System Operator within 5 minutes (or such other period as Company accepts in writing) of the Subscriber Organization receiving the directive by the Company System Operator, verbal or otherwise permitted by such alternate means. Notwithstanding the foregoing, if Subscriber Organization fails to provide such remote control features (whether temporarily or throughout the Term) and fails to discontinue importing or exporting electric energy to Company as required by this Section 1(g)(vi), then, notwithstanding any other provision of this Attachment B (Facility Owned by Subscriber Organization), Company shall have the right to derate or disconnect the entire Facility during those periods that such control features are not provided and the Facility shall be deemed to be in Subscriber Organization-Attributable Non-Generation status for such periods.

- If all local and remote active power controls become unavailable or fail, the Facility shall immediately disconnect from the Company's System.
- If the direct transfer trip is unavailable due to loss of communication link, Telemetry and Control failure, or other event resulting in the loss of the remote control by the Company, provision must be made for the Subscriber Organization to

ramp down and shutdown Facility and open and lockout the main circuit breaker.

(vii) The rate at which the Facility changes net real power import or export shall not exceed the ramp rate specified in Section 3(c) (Ramp Rate) of Attachment B (Facility Owned by Subscriber Organization). The Facility's Active Power Control Interface will control the rate at which electric energy is changed to achieve the active power limit. The Facility will respond to the active power control request immediately. **[THESE REQUIREMENTS MAY BE CHANGED BY COMPANY FOLLOWING COMPLETION OF THE IRS]**

(viii) The Active Power Control Interface shall accept the following active power control(s) from the Company SCADA and EMS systems:

- **Maximum Power Import and Export Limits:** The Facility is not allowed to exceed these settings under any circumstances. The primary frequency response control specified in Section 3(m) (Primary Frequency Response) of Attachment B (Facility Owned by Subscriber Organization) is not allowed to increase the Facility's net real power import or export above the Import and Export limits, respectively.
- **Power Reference Set Point:** The Facility is to import or export active power at this level to the extent allowed by the renewable resource and energy storage and is not allowed to exceed this setting when system frequency is within the deadband determined in Section 3(m)(iii) of Attachment B (Facility Owned by Subscriber Organization). When system frequency exceeds the deadband determined in Section 3(m)(iii) of Attachment B (Facility Owned by Subscriber Organization), the Facility's net real power import or export is allowed to exceed this setting or be

further reduced below this setting when commanded by the primary frequency response control specified in Section 3(m) of Attachment B (Facility Owned by Subscriber Organization).

- Inverter Enable/Disable Control: The Facility shall include an inverter Enable/Disable control. When Disable is selected, the Facility shall ramp down, shutdown, and leave offline its inverters. When Enable is selected, the Facility inverters can start up, ramp up, and remain in normal operations.
- (ix) Subscriber Organization shall not override Company's active power controls without first obtaining specific approval to do so from the Company System Operator.
- (x) The requirements of the Active Power Control Interface may be modified as mutually agreed upon in writing by the Parties.
- (h) Control System Acceptance Test Procedures.
- (i) Conditions Precedent. The following conditions precedent must be satisfied prior to conducting the Control System Acceptance Test:
- Successful completion of the Acceptance Test.
  - Facility has been successfully energized.
  - All of the Facility's generating and storage equipment (as applicable) have been fully commissioned.
  - The control system computer has been programmed for normal operations.
  - All equipment that is relied upon for normal operations (including ancillary devices such as capacitors/inductors, energy storage device, statcom, etc.) shall have been commissioned and be operating within normal parameters.

- (ii) Facility Energy Equipment. In the event that all or any portion of the Facility's energy equipment is not available for the duration of the Control System Acceptance Test, the Control System Acceptance Test will have to be re-run from the beginning unless Subscriber Organization demonstrates to the satisfaction of the Company that the test results attained with less than all of the Facility's equipment are consistent with the results that would have been attained if all of the equipment had been available for the duration of the test.
- (iii) Procedures. The Control System Acceptance Test will be conducted on Business Days during normal working hours on a mutually agreed upon schedule. No Control System Acceptance Test will be scheduled during the final 21 Days of a calendar year. No later than thirty (30) Days prior to conducting the Control System Acceptance Test, Company and Subscriber Organization shall agree on a written protocol setting out the detailed procedure and criteria for passing the Control System Acceptance Test. Attachment O (Control System Acceptance Test Criteria) provides general criteria to be included in the written protocol for the Control System Acceptance Test. Within fifteen (15) Business Days of completion of the Control System Acceptance Test, Company shall notify Subscriber Organization in writing whether the Control System Acceptance Test(s) has been passed and, if so, the date upon which such Control System Acceptance Test(s) was passed. If any changes have been made to the technical specifications of the Facility or the design of the Facility in accordance with Section 5(f) of Attachment A (Description of Generation, Conversion and Storage Facility), such changes shall be reflected in an amendment to this Agreement, and the written protocol for the Control Systems Acceptance Test shall be based on the Facility as modified. Such amendment shall be executed prior to conducting the Control System Acceptance Test and Company shall have no obligation for any delay in performing the Control

Systems Acceptance Test due to the need to complete and execute such amendment.

- (i) Facility Security and Maintenance. Subscriber Organization is responsible for securing the Facility. Subscriber Organization shall have personnel available to respond to all calls related to security incidents and shall take commercially reasonable efforts to prevent any security incidents. Subscriber Organization is also responsible for maintaining the Facility, including vegetation management, to prevent security breaches. Subscriber Organization shall comply with all commercially reasonable requests of Company to update security and/or maintenance if required to prevent security breaches.
  
- (j) Demonstration of Facility. Company shall have the right at any time, other than during maintenance or other special conditions, including Force Majeure, communicated by Subscriber Organization, to notify Subscriber Organization in writing of Subscriber Organization's failure, as observed by Company and set forth in such written notice, to meet the operational and performance requirements specified in and Section 1(g) (Active Power Control Interface) and Section 3 (Performance Standards) of this Attachment B (Facility Owned by Subscriber Organization), and to require documentation or testing to verify compliance with such requirements. Upon receipt of such notice, Subscriber Organization shall promptly investigate the matter, implement corrective action and provide to Company, within thirty (30) Days of such notice or such longer time period agreed to in writing by Company, a written report of both the results of such investigation and the corrective action taken by Subscriber Organization; provided, that, if thirty (30) Days is not a reasonable time period to investigate the matter, implement corrective action and provide such written report, Subscriber Organization shall complete the foregoing within such longer commercially reasonable period of time agreed to by the Parties in writing. If the Subscriber Organization's report does not resolve the issue to Company's reasonable satisfaction, the Parties shall promptly commission a study to be performed by one of the engineering firms then included on the Qualified

Independent Third-Party Consultants List attached to the Agreement as Attachment D (Consultants List) to evaluate the cause of the non-compliance and to make recommendations to remedy such non-compliance. Subscriber Organization shall pay for the cost of the study. The study shall be completed within ninety (90) Days, unless the selected consultant determines such study cannot reasonably be completed within ninety (90) Days, in which case, such longer period of time as it takes the selected consultant determines is necessary to complete the such study shall apply. The consultant shall send the study to Company and Subscriber Organization. Subscriber Organization (and/or its Third-Party consultants and contractors), at Subscriber Organization's expense, shall take such action as the study shall recommend with the objective of resolving the non-compliance. Such recommendations shall be implemented by Subscriber Organization to Company's reasonable satisfaction no later than forty-five (45) Days from the Day the completed study is issued by the consultant, unless such recommendation cannot reasonably be implemented within forty-five (45) Days, in which case, Subscriber Organization shall implement such recommendations within such longer commercially reasonable period of time agreed to by the Parties in writing. Failure to implement such recommendations within this period shall constitute a material breach of this Agreement. Unless the aforementioned written report and study are being completed, and any recommendations are being implemented, solely to address Subscriber Organization's failure to satisfy the requirements storage Round Trip Efficiency of this Agreement, the Company shall have the right to declare the Facility derated and the Facility shall be deemed to be in Subscriber Organization-Attributable Non-Generation status until Subscriber Organization's aforementioned written report has been completed, any subsequent study commissioned by the Parties has been completed and any recommendations to resolve the non-compliance have been implemented to Company's reasonable satisfaction.

2. Operating Procedures. **[NOTE: NUMERICAL SPECIFICATIONS IN THIS SECTION 2 MAY VARY DEPENDING ON THE SPECIFIC PROJECT AND**

**THE RESULTS OF THE PROJECT-SPECIFIC INTERCONNECTION  
REQUIREMENT STUDY.]**

- (a) Reviews of the Facility. Company may require periodic reviews of the Facility, maintenance records, available operating procedures and policies, and relay settings, and Subscriber Organization shall implement changes Company deems necessary for parallel operation or to protect the Company System from damages resulting from the parallel operation of the Facility with the Company System.
- (b) Separation. Subscriber Organization must separate from Company System whenever requested to do so by the Company System Operator pursuant to Article 8 (Company Dispatch) and Article 9 (Personnel and System Safety) of the Agreement.
- (c) Subscriber Organization Logs. Logs shall be kept by Subscriber Organization for information on unit availability including reasons for planned and forced outages, circuit breaker trip operations, relay operations, including target initiation, and other unusual events. Company shall have the right to review these logs, especially in analyzing system disturbances. Subscriber Organization shall maintain such records for a period of not less than six (6) years.
- (d) Reclosing and Return to Service. Under no circumstances shall Subscriber Organization, when separated from the Company System for any reason, including tripping during disturbances or due to equipment failure, reclose into the Company System without first obtaining specific approval to do so from the Company System Operator. Ramp rates, behavior and mode of operation upon return to service shall conform to verbal instructions from the System Operator or Active Power control from Company. Following local or system-wide outage conditions, the Facility shall not attempt to automatically reconnect to the grid (unless directed by the Company System Operator) so as to not interfere with Company System Operator blackstart procedures.
- (e) Reserved.
- (f) Reserved.



- (g) Critical Infrastructure Protection. Subscriber Organization shall comply with the critical infrastructure protection requirements set forth in Section 1(b)(iii)(G) of this Attachment B (Facility Owned by Subscriber Organization).
- (h) Allowed Operations. Facility shall be allowed to import or export net real power to the Company System only when the [\_\_\_\_\_] circuit is in normal operating configuration served by breaker [\_\_\_\_\_] at [\_\_\_\_\_] Substation. **[TO BE DETERMINED BY COMPANY BASED ON THE RESULTS AND REQUIREMENTS OF THE IRS]**

3. Performance Standards.

- (a) Reactive Power Control. Subscriber Organization shall control its reactive power by automatic voltage regulation control. Subscriber Organization shall automatically regulate voltage at a point, the point of regulation, between the Subscriber Organization's generator terminal and the Point of Interconnection to be specified by Company, to within 0.5% of a voltage specified by the Company System Operator to the extent allowed by the Facility reactive power capabilities as defined in Section 3(b) (Reactive Amount) of this Attachment B (Facility Owned by Subscriber Organization). **[FOR FACILITIES CONNECTED TO THE DISTRIBUTION SYSTEM, THESE REQUIREMENTS MAY BE CHANGED BY COMPANY UPON COMPLETION OF THE IRS.]**
- (b) Reactive Amount. **[THESE REQUIREMENTS MAY BE CHANGED BY COMPANY UPON COMPLETION OF THE IRS.]**
  - (i) Subscriber Organization shall install sufficient equipment so that each \_\_\_\_\_ kVA generator **inverter** and each kVA energy storage unit online at the Facility will have the ability to deliver or receive, at its terminal, reactive power as illustrated in the **[generator capability and energy storage unit]** curve[s] attached to this Agreement as Exhibit B-2 (Generator and Energy Storage Capability Curve(s)). **[NOTE: THE IRS WILL DETERMINE IF ANY ADDITIONAL REACTIVE POWER RESOURCES WILL BE REQUIRED.]**

- (ii) The Facility shall contain equipment able to continuously and actively control the output of reactive power under automatic voltage regulation control reacting to system voltage fluctuations.
- (iii) The Facility reactive power control shall perform to the Appendix A, Section 4, Reactive Power-Voltage Control specifications of the NERC "Reliability Guideline, BPS-Connected Inverter-Based Resource Performance" (September 2018) except when otherwise specified in Sections 3 (a) and 3 (b) of this Attachment B (Facility Owned by Subscriber Organization).

- The Facility reactive power control for voltage disturbances within +/- 5% of the Point of Interconnection nominal voltage shall have a rise time of less than 2 seconds.
- The Facility reactive power control for voltage disturbances exceeding +/- 5% of the Point of Interconnection nominal voltage shall have an overshoot of less than \_\_\_\_%.
- The terms "Rise time" and "overshoot" in Section 3(b)(iii) of this Attachment B (Facility Owned by Subscriber Organization) shall be as defined in Appendix A, Section 4, Reactive Power-Voltage Control specifications of the NERC "Reliability Guideline, BPS-Connected Inverter-Based Resource Performance" (September 2018).

- (iv) If the Facility does not operate in accordance with Section 3(b)(i) of this Attachment B (Facility Owned by Subscriber Organization), Company may disconnect all or a part of Facility from Company System until Subscriber Organization corrects its operation (such as by installing capacitors at Subscriber Organization's expense).

(c) Ramp Rates.

- (i) Subscriber Organization shall ensure that the ramp rate of the Facility is less than the following limits for all conditions including start up, normal operations, Subscriber Organization adjusting the

Facility Actual Output, changes in the renewable resource, and shut down for the following periods as calculated in accordance with Attachment C (Methods and Formulas For Measuring Performance Standards).

Maximum Ramp Rate Upward of [\_\_] MW/minute for all periods. **[TO BE DETERMINED FOLLOWING IRS.]** Maximum Ramp Rate Downward of 2 MW/minute for all periods other than periods for which such maximum is not operationally possible because of rapid loss of renewable resource and the depletion of energy storage.

(ii) Upon receiving a command from the Company active power control(s) described in Section 1(g)(viii) of this Attachment B (Facility Owned by Subscriber Organization), Subscriber Organization shall adjust the Facility's net real power import or export at a ramp rate, as calculated in accordance with Attachment C (Methods and Formulas for Measuring Performance Standards), to be specified by the Company to the extent allowed by the renewable resource and energy storage without exceeding such ramp rate and without intentional delay. Such ramp rate shall be in the range of \_\_ MW/min to \_\_ MW/min.

(iii) The Facility is allowed to exceed the maximum ramp rate limits in Section 3(c) (Ramp Rates) of this Attachment B (Facility Owned by Subscriber Organization) when Facility net real power import or export is changed by the primary frequency response control described in Section 3(m) (Primary Frequency Response) of this Attachment B (Facility Owned by Subscriber Organization).

(d) Ride Through Requirements.

In meeting the voltage and frequency ride-through requirements in this Attachment B, Sections 3(e), 3(f), 3(i), and 3(j), the Facility shall not enter momentary cessation of operations within the voltage and frequency zones and time periods where the Facility must remain connected to the Company System. **[THIS PROVISION MAY BE ADJUSTED BY COMPANY UPON COMPLETION OF THE IRS IF MOMENTARY CESSATION IS NEEDED TO PREVENT EQUIPMENT DAMAGE DUE TO A POWER EQUIPMENT LIMITATION.]**

**DOCUMENTATION FROM THE EQUIPMENT MANUFACTURER OF SUCH LIMITATION SHALL BE PROVIDED TO COMPANY IN WRITING FOR THE OWNER'S RFP SUBMITTAL AND THE CONDUCT OF THE IRS.]**

(e) Undervoltage Ride-Through.

The Facility, as a whole, will meet the following undervoltage ride-through requirements during low voltage affecting one or more of the three voltage phases ("V" is the voltage of any three voltage phases at the Point of Interconnection). **[THESE VALUES MAY BE CHANGED BY COMPANY UPON COMPLETION OF THE IRS. WITHOUT LIMITATION, FOR A DISTRIBUTION-CONNECTED FACILITY, UPON COMPLETION OF THE IRS THE COMPANY MAY SPECIFY REQUIREMENTS FOR A MANDATORY DISCONNECTION FROM THE COMPANY SYSTEM.]**:

$0.88 \text{ pu} \leq V \leq 1.00 \text{ pu}$	The Facility remains connected to the Company System.
$0.70 \text{ pu} \leq V < 0.88 \text{ pu}$	The Facility may initiate disconnection from the Company System if the voltage remains in this range for more than 20 seconds.
$0.50 \text{ pu} \leq V < 0.70 \text{ pu}$	The Facility may initiate disconnection from the Company System if the voltage remains in this range for more than 10 seconds.
$0.00 \text{ pu} \leq V < 0.50 \text{ pu}$	The Facility may disconnection from the Company System if voltage remains in this range for more than 600 milliseconds.

Subscriber Organization shall have sufficient capacity to fulfill the above mentioned requirements to ride-through the following sequences or combinations thereof. **[THE ACTUAL CLEARING TIMES WILL BE DETERMINED BY COMPANY IN CONNECTION WITH THE IRS]**

- Normally cleared 138 kV transmission faults cleared after 5 cycles with one reclose attempt, cleared in 5 cycles, 30 cycles after the initial fault was cleared. The voltage at the Point of Interconnection will recover above the 0.80 p.u. level for the 30 cycles between the initial clearing time and the reclosing time.
- Normally cleared 46kV subtransmission faults cleared in 7 cycles with one reclose attempt, cleared in 7 cycles, 23 cycles after the initial fault was cleared. The voltage at the Point of Interconnection will recover above the 0.80 p.u. level for the 23 cycles between the initial clearing time and the reclosing time.

(f) Over Voltage Ride-Through.

The overvoltage protection equipment at the Facility shall be set so that the Facility will meet the following overvoltage ride-through requirements during high voltage affecting one or more of the three voltage phases (as described below) ("V" is the voltage of any of the three voltage phases at the Point of Interconnection). **[THESE VALUES MAY BE CHANGED BY THE COMPANY UPON COMPLETION OF THE IRS. WITHOUT LIMITATION, FOR A DISTRIBUTION-CONNECTED FACILITY, UPON COMPLETION OF THE IRS THE COMPANY MAY SPECIFY REQUIREMENTS FOR A MANDATORY DISCONNECTION FROM THE COMPANY SYSTEM AT  $V > 1.2$  pu. RIDE-THROUGH REQUIREMENTS FOR OTHER SYSTEMS WILL BE DETERMINED IN THE IRS.]**:

- |   |   |
|---|---|
| $1.00 \text{ pu} \leq V \leq 1.10 \text{ pu}$ | The Facility remains connected to the Company System.   |
| $1.10 \text{ pu} < V \leq 1.20 \text{ pu}$    | The Facility may initiate disconnection from the Company System if voltage remains in this range for more 0.92 seconds. |

$V > 1.2 \text{ pu}$

The Facility remains connected to the Company System and in continuous operation for as long as possible as allowed by the equipment operational limitations.

(g) Transient Stability Ride-Through.

In all modes, the Facility shall be designed such that the transient stability of Company System is maintained for normally cleared and secondarily cleared faults. The Facility will be required to remain connected through anticipated rates of change of frequency. The Facility shall provide the options of being configured as active power priority or reactive power priority during the ride-through. The selection of the appropriate priority of the Facility shall be determined by the Interconnection Requirements Study. **[TO BE PROVIDED UPON COMPLETION OF IRS].**

(h) Voltage Phase Angle Change Ride-Through.

- (i) The Facility shall ride through positive-sequence phase angle changes within a sub-cycle-to-cycle time frame of the voltage at the Point of Interconnection of less than or equal to 30 electrical degrees. In addition, the Facility shall remain in operation for any change in phase angle of individual phases caused by occurrence and clearance of unbalanced faults, provided that the positive-sequence angle change does not exceed the forestated criterion. Active and reactive current oscillations in the post-disturbance period that are positively damped shall be acceptable in response to phase angle changes. Momentary cessation in the post-disturbance period shall not be permitted.
- (ii) Inverter phase lock loop (PLL) loss of synchronism shall not cause the inverter to trip or enter momentary cessation within the voltage and frequency ride-through region. Inverters must be capable of riding through temporary loss of synchronism, and regain synchronism, without

causing a trip or momentary cessation of the resource.

(i) Underfrequency Ride-Through.

The Facility shall meet the following underfrequency ride-through requirements during an underfrequency disturbance ("f" is the Company System frequency at the Point of Interconnection):

$57.0 \text{ Hz} \leq f \leq 60.0 \text{ Hz}$       The Facility remains connected to the Company System.

$56.0 \text{ Hz} \leq f < 57.0 \text{ Hz}$       The Facility may initiate disconnection from the Company System if frequency remains in this range for more than 20 seconds.

$f < 56.0 \text{ Hz}$       The Facility may initiate disconnection from the Company System immediately.

(j) Overfrequency Ride-Through.

The Facility will behave as specified below for overfrequency conditions ("f" is the Company System frequency at the Point of Interconnection):

$60.0 \text{ Hz} \leq f \leq 63.0 \text{ Hz}$       The Facility remains connected to the Company System.

$63.0 \text{ Hz} < f \leq 64.0 \text{ Hz}$       The Facility shall initiate disconnection from the Company System if frequency remains in this range for more than 20 seconds.

$f > 64.0 \text{ Hz}$       The Facility shall initiate disconnection from the Company System immediately.

(k) Voltage Flicker.

Any voltage flicker on the Company System caused by the Facility shall not exceed the limits stated in IEEE Standard 1453-2015, or latest version "Recommended Practice for the Analysis of Fluctuating Installations on Power Systems".

(l) Harmonics.

Harmonic distortion at the Point of Interconnection caused by the Facility shall not exceed the limits stated in IEEE Standard 519-2014, or latest version "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems". Subscriber Organization shall be responsible for the installation of any necessary controls or hardware to limit the voltage and current harmonics generated from the Facility to defined levels.

(m) Primary Frequency Response.

Subscriber Organization Facility shall provide a primary frequency response with a frequency droop characteristic reacting to system frequency fluctuations at the Point of Interconnection in both the overfrequency and underfrequency directions except to the extent such response is not operationally possible because of the level of available renewable resource and depletion of energy storage.

(i) The Facility primary frequency response control shall adjust, without intentional delay and without regard to the ramp rate limits in Section 3(c) (Ramp Rates) of this Attachment B (Facility Owned by Subscriber Organization), the Facility's net real power import or export when system frequency is not 60 Hz based on frequency deadband and frequency droop settings specified by the Company.

(ii) The Facility primary frequency response control shall be allowed to increase the net real power import or export above the Power Reference Set Point set under Section 1(g)(viii) of this



Attachment B (Facility Owned by Subscriber Organization) or further decrease the net real power import or export from the Power Reference Set Point in its operations.

- (iii) The frequency deadband shall be settable in the range from +/-0.01 Hz to +/- 0.10 Hz with a default deadband of +/- 0.02 Hz and the frequency droop shall be settable in the range of 0.1% to 10% with a default droop of 5.0%.
  - (iv) The Facility primary frequency response control shall be in continuous operation when the Facility is online and connected to the Company unless directed otherwise by the Company.
  - (v) The Facility primary frequency response shall perform to the Appendix A, Section 3, Active Power-Frequency Control specifications of the NERC "Reliability Guideline, BPS-Connected Inverter-Based Resource Performance" (September 2018) except when otherwise specified in Section 3(m) (Primary Frequency Response) of this Attachment B (Facility Owned by Subscriber Organization).
- (n) Grid Forming. **[DRAFTING NOTE: TO BE DELETED IF SUBSCRIBER ORGANIZATION'S PROPOSAL DID NOT OFFER GRID FORMING.]**

GFM control sets an internal voltage waveform reference such that an inverter with the GFM control shall be able to synchronize with the grid and regulate active and reactive power generation appropriately, regardless of the grid's strength, or operate independently of other generation. An inverter with GFM control shall immediately respond to grid disturbances to support stability of the grid and maintain its own control stability during the system disturbance.

Seller Facility inverters shall be designed with GFM control and be capable of operating in GFM mode supporting system operation under normal and emergency conditions without relying on the characteristics of synchronous machines. While in GFM mode, the inverters

shall support grid operation, consistent with tariff requirements, as a continuous ac voltage source during normal and transient conditions (as long as no limits are reached within the inverter) and be able to synchronize to other voltage sources and operate autonomously if a grid reference is unavailable, and shall be able to share active and reactive power burden with other voltage sources without impacts on system stability.

Seller shall provide information to the Company regarding control design, capabilities, characteristics, etc. of the GFM control of the Facility for Company review and approval. Additional specifics of the GFM control may be defined during the IRS.

**Specifically, the GFM controls shall have the following functions and characteristics:**

- (i) Allow Seller Facility to operate in stable manner on low system strength grids (e.g. low short circuit ratio, low inertia, inertia-less system, etc.)
- (ii) Sets an internal voltage waveform reference and is able to synchronize with the grid or operate independently of other generation.
- (iii) Responds to system condition changes (i.e. frequency change and voltage change) beyond the control deadband in a timely manner by contributing towards the subsequent recovery of system frequency and voltage to the pre-disturbance value, assuming energy and power margins are available.
- (iv) Provide damping control function which damps oscillation within the interconnection and other adverse interactions among GFM and Grid following ("GFL") Inverter Based Resources (IBRs) and other power electronic devices on the grid.
- (v) Upon the loss of the last synchronous machine in the power system, GFM will have the ability to operate autonomously if a grid reference is unavailable and be able to share active and reactive power burden

with other voltage sources without impacts on system stability.

(vi) Ability to transition from an electrical island to a grid-connect configuration without an impact to system stability.

(vii) Provide active low-order harmonics cancellation (as applicable).

Seller shall operate the Facility in grid forming mode only as directed by the Company System Operator, in its sole discretion. The Facility shall be required to communicate to the Company its parameters and settings pertaining to grid forming mode.

The grid forming control block diagram shall be submitted to the Company for review. The design shall be approved in writing by the Company and implemented by the Seller prior to control system testing. This shall include initial settings for tunable controls parameters based on modeling. The initial control parameters may be modified by seller on company request; based on field data and performance, subsequent system resource changes, etc. to achieve acceptable system stability.

(o) Blackstart. The Facility shall be able to blackstart, start and energize itself without support from the Company System to the extent allowed by the operating limits of the Facility. **[DRAFTING NOTE: TO BE DELETED IF SUBSCRIBER ORGANIZATION'S PROPOSAL DID NOT OFFER BLACKSTART.]**

(i) At the Company System Operator's sole discretion and to the extent of the operating limits of the Facility, the Facility shall blackstart and energize a part of the Company System as directed by the Company System Operator.

(ii) Upon blackstart and energization of a part of the Company System, the Facility shall:

a. Voltage Regulation according to Section 3(a) (Reactive Power Control) and Section 3(b) (Reactive Amount) of this Attachment B (Facility Owned by Subscriber Organization).

- b. Frequency Control with an isochronous governor to a frequency target initially set to 60 Hz and adjustable at the sole discretion of the Company System Operator.
  - c. Supply power to the part of the Company System that the Facility has energized, which shall include supplying power to start synchronous and other inverter-based generating resources.
  - d. Blackstart and operate in grid forming mode as described in Section 3(n) of this Attachment B (Facility Owned by Subscriber Organization).
- (iii) The Facility shall seamlessly and bumplessly transition from blackstart mode to normal operating mode as directed by and at the sole discretion of the Company System Operator. The blackstart control mode status shall be telemetered to Company through SCADA.
  - (iv) The Facility shall maintain a minimum level of energy in the Facility storage system for blackstart use to be specified by the Company in its sole discretion.
  - (v) The Facility blackstart design and configuration, including the isochronous governor, shall be subject to the prior written approval of Company in its sole discretion and implemented by Subscriber Organization prior to conducting the CSAT. The blackstart design and configuration may be modified by mutual agreement of Subscriber Organization and Company.

(p) [Reserved]

(q) Rate of Change of Frequency ("ROCOF").

The Facility shall ride through and shall not trip for frequency excursions having an absolute rate of change of frequency ("ROCOF") magnitude that is less than or equal to 5.0 Hz/s. Upon mutual agreement between the

Company and the Seller, the Facility may be required to ride through and not trip for higher ROCOF levels.

4. Maintenance of Subscriber Organization-Owned Interconnection Facilities.

- (a) Subscriber Organization must address any Disconnection Event (as defined below) according to the requirements of this Section 4 (Maintenance of Subscriber Organization-Owned Interconnection Facilities) of Attachment B (Facility Owned by Subscriber Organization). For this purpose, a "Disconnection Event" is a disconnection from Company System of at least \_\_\_\_ MW **[TO BE DETERMINED BY COMPANY FOLLOWING THE IRS]** and/or disconnection of the Facility from the Facility over a "rolling 120-second period", (i) that is not the result of Company dispatch, frequency droop response, or isolation of the Facility resulting from designed protection fault clearing, and (ii) for which Company does not issue for such disconnection the written notice for failure to meet operational and performance requirements as set forth in Section 1(j) (Demonstration of Facility) of this Attachment B (Facility Owned by Subscriber Organization). Subscriber Organization). A "rolling 120-second period" means a period that is comprised of 120 seconds and such rolling period will change as each new one (1) second elapses. With the elapse of each new one (1) second, the newest one (1) second would be added to the 120-second period, and the oldest one (1) second would no longer be included in the rolling 120-second period. Company's election to exercise its rights under Section 1(j) (Demonstration of Facility) shall not relieve Subscriber Organization of its obligation to comply with the requirements of this Section 4 (Maintenance of Subscriber Organization-Owned Interconnection Facilities) for any future Disconnection Event during the pendency of such election or thereafter.
- (b) For every Disconnection Event, Subscriber Organization shall investigate the cause. Within three (3) Business Days of the Disconnection Event, Subscriber Organization shall provide, in writing to Company, an incident report

that summarizes the sequence of events and probable cause.

- (c) Within forty-five (45) Days of a Disconnection Event, Subscriber Organization shall provide, in writing to Company, Subscriber Organization's findings, data relied upon for such findings, and proposed actions to prevent reoccurrence of a Disconnection Event ("Proposed Actions"). Company may assist Subscriber Organization in determining the causes of and recommendations to remedy or prevent a Disconnection Event ("Company's Recommendations"). Subscriber Organization shall implement such Proposed Actions (as modified to incorporate the Company's Recommendations, if any) and Company's Recommendations (if any) in accordance with the time period agreed to by the Parties.
- (d) In the event Subscriber Organization and Company disagree as to (i) whether a Disconnection Event occurred, (ii) the sequence of events and/or probable cause of the Disconnection Event, (iii) the Proposed Actions, (iv) Company's Recommendations, and/or (v) the time period to implement the Proposed Actions and/or Company's Recommendations, then the Parties shall follow the procedure set forth in Section 5 (Expedited Dispute Resolution) of this Attachment B (Facility Owned by Subscriber Organization).
- (e) Upon the fourth (4th) Disconnection Event (and each subsequent Disconnection Event) within any Contract Year, the Parties shall follow the procedures set forth in Section 4(a) and Section 4(d) of Attachment B (Facility Owned by Subscriber Organization), to the extent applicable. If after following the procedures set forth in this Section 4 (Maintenance of Subscriber Organization-Owned Interconnection Facilities) of Attachment B (Facility Owned by Subscriber Organization), Subscriber Organization and Company continue to have a disagreement as to (1) the probable cause of the Disconnection Event, (2) the Proposed Actions, (3) the Company's Recommendations, and/or (4) the time period to implement the Proposed Actions and/or the Company's Recommendations, then the Parties shall commission a study to be performed by a qualified independent Third-Party consultant ("Qualified

Consultant") chosen from the Qualified Independent Third-Party Consultants List ("Consultants List") attached to the Agreement as Attachment D (Consultants List). Such study shall review the design of, review the operating and maintenance procedures dealing with, recommend modifications to, and determine the type of maintenance that should be performed on Subscriber Organization-Owned Interconnection Facilities ("Study"). Subscriber Organization and Company shall each pay for one-half of the total cost of the Study. The Study shall be completed within ninety (90) Days from such fourth Disconnection Event (and each subsequent Disconnection Event) within any Contract Year, unless the Qualified Consultant determines the Study cannot reasonably be completed within ninety (90) Days, in which case, such longer period of time as the Qualified Consultant determines is necessary to complete the Study shall apply. The Qualified Consultant shall send the Study to Company and Subscriber Organization. Subscriber Organization (and/or its Third-Party consultants and contractors), at Subscriber Organization's expense, shall change the design of, change the operating and maintenance procedures dealing with, implement modifications to, and/or perform the maintenance on Subscriber Organization-Owned Interconnection Facilities recommended by the Study. Such design changes, operating and maintenance procedure changes, modifications, and/or maintenance shall be completed no later than forty-five (45) Days from the Day the completed Study is issued by the Qualified Consultant, unless such design changes, operating and maintenance procedure changes, modifications, and/or maintenance cannot reasonably be completed within forty-five (45) Days, in which case, Subscriber Organization shall complete the foregoing within such longer commercially reasonable period of time agreed to by the Parties in writing. Company shall have the right to derate the Facility to a level that maintains reliable operations in accordance with Good Engineering and Operating Practices, and the Facility shall be deemed to be in Subscriber Organization-Attributable Non-Generation status, until the study has been completed and the study's recommendations have been implemented by Subscriber Organization to Company's reasonable satisfaction. Nothing in this provision shall affect

Company's right to dispatch the Facility as provided for in this Agreement.

- (f) The Consultants List attached hereto as Attachment D (Consultants List) contains the names of engineering firms which both Parties agree are fully qualified to perform the Study. At any time, except when a Study is being conducted, either Party may remove a particular consultant from the Consultants List by giving written notice of such removal to the other Party. However, neither Party may remove a name or names from the Consultants List without approval of the other Party if such removal would leave the list without any names. Intended deletions shall be effective upon receipt of notice by the other Party, provided that such deletions do not leave the Consultants List without any names. Proposed additions to the Consultants List shall automatically become effective thirty (30) Days after notice is received by the other Party unless written objection is made by such other Party within said thirty (30) Day period. By mutual agreement between the Parties, a new name or names may be added to the Consultants List at any time.

5. Expedited Dispute Resolution.

If there is a disagreement between Company and Subscriber Organization regarding (i) whether a Disconnection Event occurred, (ii) the sequence of events and/or probable cause of the Disconnection Event, (iii) the Proposed Actions, (iv) the Company's Recommendations, and (v) the time period to implement the Proposed Actions and/or the Company's Recommendations, then authorized representatives from Company and Subscriber Organization, having full authority to settle the disagreement, shall meet in Hawai'i (or by telephone conference) and attempt in good faith to settle the disagreement. Unless otherwise agreed in writing by the Parties, the Parties shall devote no more than five (5) Business Days to settle the disagreement in good faith. In the event the Parties are unable to settle the disagreement after the expiration of the time period, then such disagreement shall constitute a Dispute for which either Party may pursue the dispute resolution procedure set forth in Section 28.2 (Dispute Resolution Procedures, Mediation) of this Agreement.



6. Modeling.

- (a) Subscriber Organization's Obligation to Provide Models. Within 30 Days of Company's written request, but no later than the Commercial Operations Date, Subscriber Organization shall provide detailed data regarding the design and location of the Facility, in a form reasonably satisfactory to Company, to allow the modeling of the inverters and any other equipment within the Facility identified in the IRS which utilizes Source Code (such as energy storage system, STATCOM or DVAR equipment), including, but not limited to, integrated and validated power flow and transient stability models (such as PSS/E models), a short circuit model (such as an ASPEN model), and an electro-magnetic transient model (such as a PSCAD model) of the inverters and any additional equipment identified in the IRS as set forth above, applied assumptions, and pertinent data sets (each a "Required Model" and collectively, the "Required Models"). Thereafter, during the Term, Subscriber Organization shall provide working updates of any Required Model within 30 Days of (i) Company's written request, or (ii) Subscriber Organization obtaining knowledge or notice that any Required Model has been modified, updated or superseded by the Source Code Owner.
- (b) Escrow Establishment. If, pursuant to Section 6(a) (Subscriber Organization's Obligation to Provide Models) of this Attachment B (Facility Owned by Subscriber Organization), the Required Models are provided to the Company in a form other than Source Code, Subscriber Organization shall arrange for and ensure that the Source Code for the relevant Required Model is deposited into the Source Code Escrow as set forth below in Section 6(b)(i) (Source Code Escrow) of this Attachment B (Facility Owned by Subscriber Organization) no later than the time periods set forth in Section 6(a) (Subscriber Organization's Obligation to Provide Models) of this Attachment B (Facility Owned by Subscriber Organization) for delivery of the Required Models. Subscriber Organization shall be responsible for all costs associated with establishing and maintaining the Source Code Escrow. If, however, Subscriber

Organization is unable to deposit the required Source Code into the Source Code Escrow within the time periods set forth in Section 6(a) (Subscriber Organization's Obligation to Provide Models), Subscriber Organization shall, no later than such time periods, instead establish a monetary escrow as set forth below in Section 6(b)(ii) (Monetary Escrow) of this Attachment B (Facility Owned by Subscriber Organization).

(i) Source Code Escrow.

A. Establishment of Source Code Escrow. If the Required Models are not provided to the Company in the form of Source Code pursuant to Section 6(a) of this Attachment B (Facility Owned by Subscriber Organization), Subscriber Organization shall: (a) arrange for and ensure the deposit of a copy of the current version of the Source Code and relevant documentation for all Required Models with the Source Code Escrow Agent under the terms and conditions of the Source Code Escrow Agreement, and (b) arrange for and ensure the update of the deposited Source Code and relevant documentation for Major Releases and Minor Releases of the Required Models as soon as reasonably possible after they are made generally available.

B. Release Conditions. Company shall have the right to obtain from the Source Code Escrow Agent one copy of the escrowed Source Code for the Required Models, under the following conditions upon Company's request:

(i) A receiver, trustee, or similar officer is appointed, pursuant to federal, state or applicable foreign law, for the Source Code Owner;

(ii) Any voluntary or involuntary petition or proceeding is instituted, under (x) U.S. bankruptcy laws or (y) any other bankruptcy, insolvency or similar proceeding outside of the United States, by or against the Source Code Owner; or

- (iii) Failure of the Source Code Owner to function as a going concern or operate in the ordinary course; or
- (iv) Subscriber Organization and the Source Code Owner fail to provide to Company the Required Models or updated Required Models, or, alternatively, fail to issue a Source Code LC, within the time periods set forth in Section 6(a) (Subscriber Organization's Obligation to Provide Models) of this Attachment B (Facility Owned by Subscriber Organization), Company gives written notice of such failure to Subscriber Organization and the Source Code Owner, and Subscriber Organization and Source Code Owner fail to remedy such breach within five (5) Days following receipt of such notice.

C. Remedies. If Company has the right to obtain from the Source Code Escrow Agent one copy of the escrowed Source Code for the Required Models pursuant to Section 6(b)(i)(B) (Release Conditions) of Attachment B (Facility Owned by Subscriber Organization), and Company finds that Subscriber Organization failed to arrange for and ensure the update the Source Code Escrow with the modified and/or updated Source Code and relevant documentation for Major Releases and Minor Releases of the Required Models as provided in Section 6(b)(i) (Establishment of Source Code Escrow) of Attachment B (Facility Owned by Subscriber Organization) or that the Source Code for the Required Models is incomplete or otherwise unusable, Subscriber Organization shall be liable to Company for liquidated damages in the amount of \$500 per Day for each Day Subscriber Organization fails to provide such Source Code to Company or such update to the Source Code to Company from the date such Major Release or Minor Release was first made available by the Source Code Owner to customers of the Source Code Owner. Failure

to provide the updated Source Code of the Required Models within 30 Days' notice from Company of a breach of Section 6(b)(i)(A) (Establishment of Source Code Escrow) of Attachment B (Facility Owned by Subscriber Organization); provided, that Subscriber Organization has also failed to provide a satisfactory Source Code LC as set forth in Section 6(b)(ii) (Source Code Security) of this Attachment B (Facility Owned by Subscriber Organization) shall constitute an Event of Default pursuant to Section 15.2(f) under the Agreement.

- D. Certification. The Source Code Escrow Agent shall release the Source Code of the Required Models to Company upon receipt of a signed statement by a representative of Company that reads substantially as follows:

The undersigned hereby certifies that (i) I am duly authorized to execute this document on behalf of Hawaiian **Electric Company, Inc.** ("Hawaiian Electric"), and (ii) Hawaiian Electric is entitled to a copy of the Source Code of the Required Models Pursuant to Section 6(b)(i)(B) (Release Conditions) of Attachment B (Facility Owned by Subscriber Organization) of the Power Purchase Agreement dated as of \_\_\_\_\_, between \_\_\_\_\_, and Hawaiian Electric.

- E. Authorized Use. If Company becomes entitled to a release of the Source Code of the Required Models from escrow, Company may thereafter correct, modify, update and enhance the Required Models for the sole purpose of providing itself the support and maintenance it otherwise would have been entitled to if it had been provided the Required Models by Subscriber Organization under Section 6(a) (Subscriber Organization's Obligation to Provide Models) of this Attachment B (Facility

Owned By Subscriber Organization) (the "Source Code Authorized Use").

F. Confidentiality Obligations. Company shall keep the Source Code of the Required Models confidential pursuant to the confidentiality obligations of the Source Code Escrow Agreement. Company shall restrict access to the Source Code of the Required Models to those employees, independent contractors and consultants of Company who have agreed in writing to be bound by confidentiality and use obligations consistent with those specified in the Escrow Agreement, and who have a need to access the Source Code of the Required Models on behalf of Company to carry out their duties for the Source Code Authorized Use. Promptly upon Subscriber Organization's request, Company shall provide Subscriber Organization with the names and contact information of all individuals who have accessed the Source Code of the Required Models, and shall take all reasonable actions required to recover any such Source Code in the event of loss or misappropriation, or to otherwise prevent their unauthorized disclosure or use.

(ii) Source Code Security.

(A) Establishment of Source Code Security. If the Required Models and their relevant Source Code are not provided to the Company in the form of Source Code pursuant to Section 6(a) (Subscriber Organization's Obligation to Provide Models) of this Attachment B (Facility Owned by Subscriber Organization) and if the Subscriber Organization is unable to arrange for and ensure the deposit of the Source Code into the Source Code Escrow established for the benefit of the Company pursuant to Section 6(b)(i) (Source Code Escrow) of this Attachment B (Facility Owned by Subscriber Organization) then, no later than the time periods set forth in Section 6(a) (Subscriber Organization's Obligation to Provide Models)

of this Attachment B (Facility Owned by Subscriber Organization) for delivery of the Required Models and Source Code, Subscriber Organization shall provide an irrevocable standby letter of credit (the "Source Code LC") with no documentation requirement in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) per Required Model (and its relevant Source Code) substantially in the form attached to this Agreement as Attachment M (Form of Letter of Credit) from a bank chartered in the United States with a credit rating of "A-" or better from Standard & Poor's or A3 or better from Moody's. Such letter of credit shall be issued for a minimum term of one (1) year. Furthermore, at the end of each year the security shall be renewed for an additional one (1) year term so that at the time of such renewal, the remaining term of any such security shall not be less than one (1) year. The letter of credit shall include a provision for at least thirty (30) Days' advance notice to Company of any expiration or earlier termination of the letter of credit so as to allow Company sufficient time to exercise its rights under said security if Subscriber Organization fails to extend or replace the security. In all cases, the reasonable costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the letter of credit shall be borne by Subscriber Organization.

- (B) Release Conditions. Company shall have the right to draw on the letter of credit the funds necessary to develop and recreate the Required Model or Required Models upon Company's request if Subscriber Organization fails to provide the Company the Required Models or updated Required Models within the time periods set forth in Section 6(a) (Subscriber Organization's Obligation to Provide Models) or Section 6(b)(i)(C) (Remedies) of this Attachment B (Facility

Owned by Subscriber Organization), Company gives written notice of such failure to Subscriber Organization, and Subscriber Organization fails to remedy such breach within five (5) Days following receipt of such notice for a breach under Section 6(a) (Subscriber Organization's Obligation to Provide Models), or within thirty (30) Days following receipt of such notice for a breach under Section 6(b)(i)(C) (Remedies).

- (C) Extend Letter of Credit. If the letter of credit is not renewed or extended no later than thirty (30) Days prior to its expiration or earlier termination, Company shall have the right to draw immediately upon the full amount of the letter of credit and to place the proceeds of such draw (the "Proceeds"), at Subscriber Organization's cost, in an escrow account in accordance with Section 6(b)(ii)(D) (Proceeds Escrow), until and unless Subscriber Organization provides a substitute form of letter of credit meeting the requirements of this Section 6(b)(ii) (Source Code Security) of this Attachment B (Facility Owned by Subscriber Organization).
- (D) Proceeds Escrow. If Company draws on the letter of credit pursuant to Section 6(b)(ii)(C) (Extend Letter of Credit) of this Attachment B (Facility Owned by Subscriber Organization), Company shall, in order to avoid comingling the Proceeds, have the right but not the obligation to place the Proceeds in an escrow account as provided in this Section 6(b)(ii)(D) (Proceeds Escrow) of this Attachment B (Facility Owned by Subscriber Organization) with a reputable escrow agent acceptable to Company ("Proceeds Escrow Agent") subject to an escrow agreement acceptable to Company ("Proceeds Escrow Agreement"). Without limitation to the generality of the foregoing, a federally-insured bank shall be deemed to be a "reputable escrow agent." Company shall have

the right to apply the Proceeds as necessary to recover amounts Company is owed pursuant to this Section 6 (Modeling) of this Attachment B (Facility Owned by Subscriber Organization). To that end, the Proceeds Escrow Agreement governing such escrow account shall give Company the sole authority to draw from the account. Subscriber Organization shall not be a party to such Proceeds Escrow Agreement and shall have no rights to the Proceeds. Upon full satisfaction of Subscriber Organization's obligations under Section 6 (Modeling) of this Attachment B (Facility Owned by Subscriber Organization), Company shall instruct the Proceeds Escrow Agent to remit to the bank that issued the letter of credit that was the source of the Proceeds the remaining balance (if any) of the Proceeds. If there is more than one escrow account with Proceeds, Company may, in its sole discretion, draw on such accounts in any sequence Company may select. Any failure to draw upon the Proceeds for any damages or other amounts due Company shall not prejudice Company's rights to recover such damages or amounts in any other manner.

- (E) Subscriber Organization's Obligation. If the letter of credit is not sufficient to cover Company's associated consultant fees, costs and expenses to develop and recreate the Required Models, Subscriber Organization shall pay to Company the difference within ten (10) Days of Company's written notice to Subscriber Organization.
- (F) Model Verification. Subscriber Organization shall work with the Company to validate the new Required Models developed by or on behalf of Company within sixty (60) Days of receiving such new Required Models. Subscriber Organization shall also arrange for and ensure that Company may obtain new Required Models directly from the Source Code Owner in the event that Subscriber Organization ceases to operate as a going concern or is subject to



voluntary or involuntary bankruptcy and is unable or unwilling to obtain the new Required Models from the Source Code Owner.

- (G) Certification. The terms of the letter of credit shall provide for a release of the funds, or in the event the funds have been placed into a Proceeds Escrow, the Escrow Agent shall release the necessary funds to Company upon receipt of a signed statement by a representative of Company that reads substantially as follows:

The undersigned hereby certifies that (i) I am duly authorized to execute this document on behalf of Hawaiian **Electric Company, Inc. ("Hawaiian Electric")**, and (ii) Hawaiian Electric is entitled to \$ \_\_\_\_\_, pursuant to Section 6(b)(ii)(B) (Release Conditions) of Attachment B (Facility Owned by Subscriber Organization) of the Power Purchase Agreement dated as of \_\_\_\_\_, between \_\_\_\_\_, and Hawaiian Electric.

- (H) Authorized Use. If Company becomes entitled to a draw of funds from the Source Code Security or a release of funds from the Proceeds Escrow, Company may thereafter use such funds to develop, recreate, correct, modify, update and enhance the Required Models for the sole purpose of providing itself the support and maintenance it otherwise would have been entitled to if it had been provided the Required Models by Subscriber Organization under Section 6(a) (Subscriber Organization's Obligation to Provide Models) of this Attachment B (Facility Owned by Subscriber Organization) (the "Monetary Authorized Use").

- (iii) Supplementary Agreement. The parties stipulate and agree that the escrow provisions in this Section 6(b) (Escrow Establishment) of Attachment B (Facility Owned by Subscriber Organization) and the Source Code Escrow Agreement and Proceeds Escrow

Agreement are "supplementary agreements" as contemplated in Section 365(n)(1)(B) of the Code. In any voluntary or involuntary bankruptcy proceeding involving Subscriber Organization, failure by Company to assert its rights to "retain its rights" to the intellectual property encompassed by the Source Code or the funds in the Proceeds Escrow, pursuant to Section 365(n)(1)(B) of the Code, under an executory contract rejected in a bankruptcy proceeding, shall not be construed as an election to terminate the contract by Company under Section 365(n)(1)(A) of the Code.

7. Testing Requirements.

(a) Testing Requirements. Once the Control System Acceptance Test has been successfully passed, Subscriber Organization shall not replace and/or change the configuration of the Facility Control, inverter control settings and/or ancillary device controls, without prior written notice to Company. In the event of any such replacement and/or change, the relevant test(s) of the Control System Acceptance Test shall be redone and must be successfully passed before the replacement or altered equipment is allowed to be placed in normal operations. In the event that Company reasonably determines that such replacement and/or change of controls makes it inadvisable for the Facility to continue in normal operations without a further Control Systems Acceptance Test, the Facility shall be deemed to be in Subscriber Organization-Attributable Non-Generation status until the new relevant tests of the Control System Acceptance Test have been successfully passed.

(b) Periodic Testing. Subscriber Organization shall coordinate periodic testing of the Facility with Company to ensure that the Facility is meeting the performance standards specified under this Agreement.

8. Data and Forecasting.

Subscriber Organization shall provide Site, meteorological and production data in accordance with the terms of Article 6 (Forecasting) of this Agreement and the following requirements:

(i) Physical Site Data: Subscriber Organization shall provide Company with an accurate description of the physical Site, including but not limited to the following, **[as appropriate to the Facility's resource type(s) and use of storage]** which may not be changed during the Term without Company's prior written consent:

A. Location Facility Map showing the layout of the Facility (coverage area or footprint) and the coordinates (latitude and longitude) of generating equipment:)

Solar PV: elevation (above ground), orientation angle and direction (north-east-south-west plane) of arrays/concentrators.

B. Location (latitude and longitude) and elevation (above ground) of each MMS and elevation (above ground) of each field measurement device for, e.g., air density, ambient air pressure and ambient air temperature, located at each MMS or each field measurement device located on such MMS.

C. For solar resource inverters: Inverter type, power rating, array configuration to inverters and DC rating of the Facility at the following standard test conditions: irradiance of 1000 W/m<sup>2</sup>, air mass 1.5, and cell temperature 25° C.

D. Solar generation technology employed at the Facility with temperature dependence, mounting and module type.

E. Wind generation technology employed at the Facility with representative power curve(s).

F. BESS technology and related auxiliary equipment, location and type.

(i) Meteorological and Production Data.

- A. Subscriber Organization shall install and maintain a minimum of one MMS for facilities with a Contract Capacity of less than 5 MW and a coverage area of not more than one square kilometer.
- B. Subscriber Organization shall install and maintain a minimum of two MMS for facilities that have either (i) a DC rating of the Facility of 5 MW or greater or (ii) a coverage area greater than one square kilometer.
- C. Placement of each MMS should account for the microclimate of the area and Facility coverage area and shall be oriented with respect to the primary wind direction.
- D. Subscriber Organization shall provide to Company, via SCADA communication and protocol acceptable to Company to support operations and forecasting needs at a continuous scan, all meteorological and production data required under this Agreement updated every 2 seconds.
- E. Subscriber Organization shall arrange for a dedicated distribution voltage line to provide separate service from Company, or for such other independent, backup power source as approved by Company in writing, to temporarily store and record the meteorological data from the field measuring devices at the MMSs. Any such backup power source must be capable of providing power for the field measurement devices for a reasonable period of time until primary power is restored. The same backup power source can serve multiple MMSs as needed by the Facility.

(ii) Units and Accuracy:

- A. The Table below shows minimum required solar irradiance measurements for various types of solar generation technology. This value may not be derived.

Solar Technology	Direct Normal Irradiance	Global Irradiance (GHI)	Plane of Array Irradiance (POA)
<b>Flat Plate</b> (fixed horizontal, fixed angle, tracking, roof mounted)		X	X
<b>Flat Panel Solar Thermal</b> (fixed angle, roof mounted, tracking)	X		X
<b>Concentrated PV</b> (flat, trough, tracking)	X	X	X

- B. Units and accuracy of measured parameters to be provided to Company in real time shall be as shown in the Table below. These represent the minimum required accuracies.

**Table of Units and Accuracy of Meteorological and Production Data (PV)**

Parameter	Data Source	Unit	Range	Accuracy
Global Horizontal Irradiance at MMS	Pyranometer or equivalent	W/m <sup>2</sup>	0 to 1500 W/m <sup>2</sup>	Secondary standard per ISO 9060 or <= 3% from 100 W/m <sup>2</sup> to 1500 W/m <sup>2</sup> if using a PV Reference Cell

Parameter	Data Source	Unit	Range	Accuracy
Plane of Array Irradiance on same axis as array	Pyranometer or equivalent	W/m <sup>2</sup>	0 to 1500 W/m <sup>2</sup>	Secondary standard per ISO 9060 or <= 3% from 100 W/m <sup>2</sup> to 1500 W/m <sup>2</sup> if using a PV Reference Cell
Back of Panel temperature at array height	Temperature probe	°C	-20 to +50 °C	+/-1 °C
Ambient air temperature at MMS	Temperature probe	°C	-20 to +50 °C	+/-1 °C
Wind speed at MMS	Anemometer, sonic device or equivalent	mph	0 to 134 mph	+/-1 mph
Set point for each inverter	Reported by Subscriber Organization	MW	0 to inverter name plate	Not applicable

Power production of Facility	Measured at POI	MW	Up to Allowed Capacity	+/-0.1 MW
BESS Charging Power	Measured at BESS Charging Interface	MW	Up to Allowed Capacity	+/-0.1 MW
Facility power production ratio	Ratio of Facility's power production (MW)/Allowed Capacity (MW)	%	0 to 100%	+/-0.1 %
Inverters Available	Subscriber Organization's system	digital	Up to the number of installed inverters	
Facility Inverter Availability	Ratio of inverters online/number of inverters	%	0 to 100%	
Power Possible	Subscriber Organization's Model	MW	0 to Allowed Capacity	+/-0.1 MW

(iv) Status of Generating Equipment.

For each inverter, Subscriber Organization shall, unless agreed otherwise by Company and Subscriber Organization in writing, provide to Company, via SCADA communication and protocol acceptable to Company at a continuous scan updated not less frequently than every 2 seconds, a signal as to whether such inverter is available or unavailable, and on or offline.

9. Technology Specific Requirements.

(a) [Reserved].

(b) [Reserved].

(c) Inverter Systems.

(i) Direct current generators and non-power (i.e. other than 60 Hertz) alternating current generators can only be installed in parallel with the Company

System using a non-islanding synchronous inverter unless alternate designs are approved by the Company. The design shall comply with the requirements of IEEE Std 1547-2003 (or latest version), except as described in Section 3 (Performance Standards) of this Attachment B (Facility Owned by Subscriber Organization).

(ii) Self-commutated inverters of the Company-interactive type shall synchronize to the Company System. Line-commutated, thyristor-based inverters are not recommended and will require additional technical study to determine harmonic and reactive power requirements. All interconnected inverter systems shall comply with the harmonic current limits of IEEE Std 519-1992 (or latest version).

(d) Battery Energy Storage System. The operating parameters of the Battery Energy Storage System ("BESS") for facilities with paired storage shall be as follows:

(i) For facilities with variable energy and paired storage: The BESS shall directly charge storage from the variable resource when the Company Active Power Dispatch is for less than the available resource energy.

(ii) No more than [ ]% of the BESS energy capacity can be charged from the grid prior to the fifth anniversary of the Commercial Operations Date. Thereafter, 100% of the BESS energy capacity can be charged from the grid. All charging from the grid will be at the direction of Company. **[DRAFTING NOTE ONE: 5-YEAR LIMITATION ON GRID CHARGING WILL BE DELETED IF ITC RECAPTURE IS NOT APPLICABLE TO THE BESS.] [DRAFTING NOTE TWO: IF THE BESS WILL NEVER CHARGE FROM THE GRID, REPLACE THIS ENTIRE SUBSECTION WITH THE FOLLOWING: "None of the BESS energy capacity may be charged from the grid during the Term of this Agreement."]**

(iii) For Contract Years that are non-leap years, the BESS shall be discharged no more than BESS Contract Capacity x 365, MWh in each Contract Year. For Contract Years that are leap years, the BESS shall



be discharged no more than BESS Contract Capacity x  
366, MWh in each Contract Year.

- (iv) The BESS will not be required to discharge more energy than available relative to the available state of charge.

EXHIBIT B-1  
REQUIRED MODELS

To be completed based on the Project's characteristics. The Required Models are listed in the RFP Appendix B, Attachment 6 -Model and Interconnection Requirements (IRS) Scope of the RFP.

Modeling requirements are set forth in the RFP Appendix B, Attachment 3 Hawaiian Electric Facility Technical Model Requirements and Review Process.

***[EXHIBIT B-2 WILL BE REVISED TO REFLECT  
THE RESULTS OF IRS]***

EXHIBIT B-2  
GENERATOR AND ENERGY STORAGE CAPABILITY CURVE(S)

ATTACHMENT D  
CONSULTANTS LIST

(To be completed as per Section 25.4 of the Agreement)

ATTACHMENT E  
SINGLE-LINE DRAWING AND INTERFACE BLOCK DIAGRAM

(To be attached as per Section 1(a) Attachment B)

ATTACHMENT F  
RELAY LIST AND TRIP SCHEME

(To be attached as per Section 1(a) of Attachment B)

**[ATTACHMENT G SHALL BE REVISED TO REFLECT  
THE RESULTS OF IRS]**

ATTACHMENT G  
COMPANY-OWNED INTERCONNECTION FACILITIES

1. Description of Company-Owned Interconnection Facilities.

- (a) General. Company shall furnish or construct (or may have Subscriber Organization furnish or construct, in whole or in part), own, operate and maintain all Interconnection Facilities required to interconnect Company System with Facility at [REDACTED] volts, up to the Point of Interconnection (collectively, the "Company-Owned Interconnection Facilities").
- (b) Site. Where any Company-Owned Interconnection Facilities are to be located on the Site, Subscriber Organization shall provide, at no expense to Company, a location and access acceptable to Company for all such Company-Owned Interconnection Facilities, as well as an easement, license or right of entry to access such Company-Owned Interconnection Facilities. If power sources (120/240VAC) are required, Subscriber Organization shall provide such sources, at no expense to Company.
- (c) IRS. An IRS addressing Facility requirements was completed for the Project in accordance with the IRS Letter Agreements, and the results have been incorporated in Attachment B (Facility Owned by Subscriber Organization) and this Attachment G (Company-Owned Interconnection Facilities) as appropriate.
- (d) Subscriber Organization's Payment Obligations. Company-Owned Interconnection Facilities, for which Subscriber Organization has agreed to pay, whether designed, engineered and constructed by Subscriber Organization or Company, include **[ADD LIST OF COMPANY-OWNED INTERCONNECTION FACILITIES THAT ARE REQUIRED PURSUANT TO THE RESULTS OF THE IRS. THE FOLLOWING IS AN EXAMPLE OF THE TYPES OF FACILITIES THAT COULD BE LISTED]:**
- (i) **[Line extension];**
- (ii) A manually operated, lockable, group operated switch located on a pole prior to the Facility switching station. Company will install a \_\_\_ kV

drop into Subscriber Organization-provided deadend structure.

- (iii) Substation additions and/or modifications of Company's existing structures as necessary. This would include but not be limited to protective relaying and setting changes;
  - (iv) Supervisory control and communications equipment (including but not limited to, SCADA/Telemetry and Control, microwave, satellite, dedicated phone line(s) and/or any other acceptable communications means (determined by Company), fiber optics, copper cabling, installation of batteries and charger system, etc.);
  - (v) Revenue Metering Package as provided in Section 10.1 (Meters) of the Agreement;
  - (vi) Any additional Interconnection Facilities needed to be installed as a result of final determination of Facility switching station site, final design of Facility to enable Company to complete the Interconnection Facilities and be compatible with Good Engineering and Operating Practices.
  - (vii) If equipment that is not standard to Company is utilized, Subscriber Organization shall, at the discretion of Company, provide adequate spares.
- (e) Revisions to Costs. The list of Company-Owned Interconnection Facilities, and engineering and testing costs for Company-Owned Interconnection Facilities, for which Subscriber Organization agrees to pay in accordance with this Attachment G (Company-Owned Interconnection Facilities), are subject to revision if (i) before approving this Agreement, the PUC approves a power purchase agreement for another non-Company owned electric generating facility ("Second NUG Contract") to supply electric energy to Company using the same line to which Facility is to be connected or (ii) the line to which Facility is to be connected and/or the related transformer(s) need(s) to be upgraded and/or replaced as a result of this Agreement and a Second NUG Contract, and the PUC, in approving this Agreement, determines that Subscriber Organization should pay for all or part of the cost of such upgrade and/or replacement.



- (f) Review of the Listing and Costs. If the Commercial Operations Date is not achieved by the Guaranteed Commercial Operations Date, as such date may be extended as provided in Section 13.3 (Guaranteed Project and Reporting Milestone Dates), the listing of the Company-Owned Interconnection Facilities required in this Agreement and the cost-estimates for such Company-Owned Interconnection Facilities are subject to review and revision. Such revision may include, but not be limited to, such items as reconductoring an existing transmission or distribution line, construction of a new line, increase transformer capacity, and alternative relay specifications. In addition, such review and revision may require that the Company re-perform or update the IRS at the Subscriber Organization's expense.
- (g) Responsibility of Subscriber Organization and Company. The general responsibilities of Subscriber Organization and Company for the design, procurement, installation, programming/testing, and maintenance/ownership of equipment at the Facility and the Company-Owned Interconnection Facilities is specified in Matrix G-1 (Substation Responsibilities) and Matrix G-2 (Telecom Responsibilities). **[DRAFTING NOTE: MATRIXES WILL BE**

2. Construction and Support Services By Subscriber Organization.

- (a) Construction and Support Services By Subscriber Organization.
- (i) Subscriber Organization (and/or its Third Party consultants or contractors (collectively, "Contractors")) will design, engineer, construct, test and place in service, at Subscriber Organization's expense:
- A. The items identified in Matrix G-1 (Substation Responsibilities) and Matrix G-2 (Telecom Responsibilities) as being the responsibility of Subscriber Organization to construct; and
- B. **[ANY OTHER COMPANY-OWNED INTERCONNECTION FACILITIES TO BE CONSTRUCTED BY SUBSCRIBER ORGANIZATION]. [NOTE: SUBPARTS "A" AND "B" BETWEEN THEM SHOULD GENERALLY INCLUDE A SUBSET OF THE LIST IN SECTION 1(d) ABOVE]**

All design, engineering and construction performed by Subscriber Organization (and/or its Contractors) shall, without limitation, satisfy the wind load and seismic load requirements of the International Building Code and any more stringent requirements imposed under applicable Laws.

(ii) Subscriber Organization shall provide the necessary support for the Company's [REDACTED] kV overhead line extension work, which may include, but not limited to:

- A. Furnish surveyed topographical drawing including contour lines of project areas and beyond as needed in State Plane coordinates with overlay of the Facility and Company pole line route(s) indicating pole locations and anchors in CADD format acceptable to Company.
- B. Staking of Company proposed poles and anchors by surveyor.
- C. Graded access roads including gravel if required by Company to provide sufficient vehicle access to Company poles and anchors by Company trucks and cranes.
- D. Graded level pads to provide vehicle working areas around all Company poles and anchors.
- E. Grading of the areas beneath the Company's overhead lines as needed to provide required ground clearance.
- F. Grubbing and clearing of vegetation within Company's easement area or as required.

(b) Coordination of Construction. Prior to Subscriber Organization engaging the Contractors, Subscriber Organization shall obtain Company's written approval, which approval shall not be unreasonably withheld. Prior to Subscriber Organization and/or its Contractors first starting to work on the construction plans for Company-Owned Interconnection Facilities to be constructed by Subscriber Organization (and/or its Contractors), such as the civil, structural, and construction drawings, specifications to vendors, vendor approved final drawings

and materials lists (collectively, the "Plans"), Subscriber Organization and/or its Contractors shall meet with Company to discuss the construction of such Company-Owned Interconnection Facilities, including but not limited to subjects concerning coordination of construction milestone dates, agreement on areas of interface design, and Company's design/drawing layout and symbols standards, equipment specifications and construction specifications and standards. Company will provide the equipment specifications and construction specifications and standards information so Subscriber Organization can incorporate such information in its bid documents.

- (c) Plans. Subscriber Organization shall provide Company its complete Plans at 30%, 60% and 90% and final issue for construction. No later than sixty (60) Days before Subscriber Organization and/or its Contractors first start to order materials and equipment for Company-Owned Interconnection Facilities to be constructed by Subscriber Organization and/or its Contractors, Subscriber Organization shall provide Company with the final Plans. The Plans for Company-Owned Interconnection Facilities to be constructed by Subscriber Organization (and/or its Contractors) shall comply with (i) all applicable Laws; (ii) Company's design/drawing layout and symbol standards, equipment specifications, and construction specifications and standards; and (iii) Good Engineering and Operating Practices (collectively, the "Standards"). Subscriber Organization shall submit design drawings in MicroStation format per Company standards.
- (d) Company's Review of the Plans. Unless otherwise agreed to by the Parties, Company shall have thirty (30) Days following receipt of the complete Plans at each stage (30%, 60%, 90% and final issue for construction) for it to review and comment on the Plans, and verify in writing to Subscriber Organization that the Plans comply with the Standards, which verification shall not be unreasonably withheld. If Company reasonably determines that the Plans are not in accordance with the Standards, then it may request in writing a response from Subscriber Organization to its comments and Subscriber Organization shall respond in writing within thirty (30) Days of such request by providing (i) its justification for why its Plans conform to the Standards or (ii)

changes in the Plans responsive to Company's comments and in accordance with the Standards.

(e) Company Inspection. Construction work will be subject to Company inspections to ensure that construction is done in accordance with the Standards. Company inspectors will be allowed access to the construction sites for inspections and to monitor construction work. The inspector shall have the authority to work with the appropriate construction supervisor to stop any work that does not meet the Standards. All equipment and materials used in Company-Owned Interconnection Facilities to be constructed by Subscriber Organization and/or its Contractors shall meet the Standards.

(f) Acceptance Test Procedures.

(i) Subscriber Organization acknowledges that: (aa) Company has multiple on-going projects with other developers as well as its own capital improvement projects and on-going system work; (bb) Company has limited resources to provide engineering oversight (such as review of plans) to such projects and to participate in the testing of such projects; (cc) in order for Company to accommodate such oversight and testing, it is necessary for Company to sequentially allocate its resources for each project a year or more in advance; (dd) the result is a queue of such projects that reflects the scheduling commitments of Company's resources to conduct such oversight and to participate in such testing; (ee) if a project is behind the schedule on which Company's resources have been scheduled for the oversight of such project, or if a project is not ready for testing at the time Company's resources have been scheduled for the testing of such project, or if a project does not complete testing within the period for which Company's resources have been scheduled for such testing, the progress of projects later in the queue may be adversely affected; (ff) the Test Ready Deadline that is set forth in Attachment K-1 (Subscriber Organization's Conditions Precedent and Company Milestones) reflects the scheduling commitment of Company's resources to (i) conduct the oversight necessary to facilitate Subscriber Organization's

achievement of that Test Ready Deadline, (ii) commence the Acceptance Test on the Acceptance Testing Milestone Date that is set forth in Attachment K-1 (Subscriber Organization's Conditions Precedent and Company Milestones) and (iii) thereafter participate in the Control System Acceptance Test; and (gg) in the Company's sole discretion based on its assessment of Company's resources and overall schedule of projects at the time, the Project may lose its place in the queue and may be assigned a new Acceptance Testing Milestone Date for commencement of the Acceptance Test that may be behind the other projects then in the queue if (i) the Subscriber Organization fails to satisfy any of the conditions precedent set forth in Section 2(f)(ii) of this Attachment G (Company-Owned Interconnection Facilities) within the time period specified therein for the task in question or, if no time period is specified therein, by the Test Ready Deadline, (ii) the Subscriber Organization fails to satisfy any of the Subscriber Organization's Conditions Precedent set forth in Attachment K-1 (Subscriber Organization's Conditions Precedent and Company Milestones) and/or (iii) the Acceptance Test and the Control System Acceptance Test are not satisfactorily completed within the time allotted to complete such testing.

(ii) The Conduct of the Acceptance Test is subject to the satisfaction of the following conditions precedent within the time period specified below for the task in question or, if no time period is specified, by the Test Ready Deadline that is set forth in Attachment K-1 (Subscriber Organization's Conditions Precedent and Company Milestones):

- Final Single-Line Drawing, and notes, has received Company's written consent pursuant to Section 1(a)(i) (Single-Line Drawing, Interface Block Diagram, Relay List, Relay Settings and Trip Scheme) of Attachment B (Facility Owned by Subscriber Organization) to this Agreement.
- Final Relay List and Trip Scheme have received Company's written consent pursuant to Section 1(a)(i) (Single-Line Drawing, Interface Block

Diagram, Relay List, Relay Settings and Trip Scheme) of Attachment B (Facility Owned by Subscriber Organization) to this Agreement.

- Final Interface Block Diagram has received Company consent pursuant to Section 1(a)(i) (Single-Line Drawing, Interface Block Diagram, Relay List, Relay Settings and Trip Scheme) of Attachment B (Facility Owned by Subscriber Organization) to this Agreement.
- Final Control System Telemetry and Control List has received Company consent.
- Final phasor measurement unit (PMU) devices, if applicable, have received Company consent.
- Control system design and tunable parameters reviewed and mutually agreed upon as needed to meet the Company requirements in accordance with Attachment B (Facility Owned by Subscriber Organization) Performance Standards.
- Agreement on Active Power Control Interface.
- No later than 14 Days prior to commencement of the Acceptance Test:
  - Subscriber Organization shall have certified to Company that Subscriber Organization-Owned Interconnection Facilities have been installed and commissioned and such certification has not, prior to the commencement of the Acceptance Test, been subsequently challenged by Company on the basis of on-site observations made by the Company's representatives following the walk-through to be conducted pursuant to Section 2(f)(iii) of this Attachment G (Company-Owned Interconnection Facilities).
  - Subscriber Organization shall have certified to Company that any Company-Owned Interconnection Facilities built by Subscriber Organization (and/or its Contractors) have been installed and commissioned and such certification has not, prior to the commencement of the Acceptance Test, been subsequently challenged by Company on the basis of on-site observations made by the Company's representatives following the walk-

through to be conducted pursuant to Section 2(f)(iii) of this Attachment G (Company-Owned Interconnection Facilities).

- Any Company-Owned Interconnection Facilities not built by or on behalf of Subscriber Organization have been installed and commissioned.
  - No later than seven (7) Days prior to the commencement of the Acceptance Test, Subscriber Organization and Company shall have participated in walk-through of fully constructed Interconnection Facilities.
  - Redlined as-built drawings of the Subscriber Organization-Owned Interconnection Facilities and any of the Company-Owned Interconnection Facilities built by Subscriber Organization (and/or its Contractors) shall have been provided to Company.
  - Continuous power is being supplied to Company's protection and SCADA equipment.
  - Not less than four (4) weeks prior to the commencement of the Acceptance Test, the high speed communication lines required under this Agreement have been commissioned and are ready for use.
  - Not less than two (2) weeks prior to the commencement of the Acceptance Test, Subscriber Organization and Company have participated in an on-Site Acceptance Test coordination meeting.
- (iii) Subscriber Organization shall provide Company with at least fourteen (14) Days advance written notice of the commencement of the Acceptance Test. The Acceptance Test will be conducted on Business Days during normal business hours and may take a minimum of thirty (30) Days to complete. No electric energy will be delivered from Subscriber Organization to Company during the Acceptance Test. No later than thirty (30) Days prior to conducting the Acceptance Test, Company and Subscriber Organization shall agree on a written protocol setting out the detailed procedure and criteria for passing the Acceptance Test. Attachment N (Acceptance Test General Criteria) provides general

criteria to be included in the written protocol for the Acceptance Test. At the time that Subscriber Organization provides its 14-Day notice of the Acceptance Test to Company, Subscriber Organization shall concurrently schedule a site walk-through of the Facility with Company to occur no later than seven (7) Days prior to the Acceptance Test. Subscriber Organization's 14-Day notice to Company of the Acceptance Test shall constitute its certification that (i) the completion of the installation and commissioning of the Subscriber Organization-Owned Interconnection Facilities and the Company-Owned Interconnection Facilities built by Subscriber Organization (and/or its Contractors) and (ii) a walk-through by Company shall demonstrate, to Company's reasonable satisfaction, Subscriber Organization's readiness to commence with the Acceptance Test. If, after the site walk-through, Company representatives reasonably determine that Subscriber Organization is not ready to commence with the Acceptance Test, in the Company's sole discretion based on its assessment of the nature of Subscriber Organization's lack of readiness and Company's resources and overall schedule of projects at the time, Company may assign Subscriber Organization a new Test Ready Deadline and a new Acceptance Testing Milestone Date, which may be behind the other projects then in the queue, coinciding with the estimated time it would take Subscriber Organization to become test-ready and Company's ability to commence the Acceptance Test. If prior to the new Test Ready Deadline established by Company, Subscriber Organization becomes ready for the performance of the Acceptance Test, i.e., Subscriber Organization provides Company with its fourteen (14) Day advance written notice of the commencement of the Acceptance Test (the "Subscriber Organization Accelerated Test Ready Deadline"), and Company confirms, in its site walk-through of the Facility (which site walk-through the Company may waive in its sole discretion), that Subscriber Organization is ready for the Acceptance Test, but Company is unable to perform the Acceptance Test within [REDACTED]



Days<sup>1</sup> (the "Subscriber Organization Accelerated Acceptance Testing Milestone Date") and Company's inability to commence the Acceptance Test is solely due to the conditions set forth in Section 2(f)(i)(aa) and (bb) of this Attachment G, then, for up to the period of time from the Subscriber Organization Accelerated Acceptance Testing Milestone Date to the date that Company commences performance of the Acceptance Test, Subscriber Organization shall be entitled to a waiver of Daily Delay Damages that would otherwise be accruing if Subscriber Organization ultimately fails to meet the Guaranteed Commercial Operations Date due to its failure to meet the original Test Ready Deadline specified in Attachment K-1. For clarity, and to explain the limited waiver of Daily Delay Damages provided for in the preceding sentence, if Subscriber Organization misses its Test Ready Deadline by 45 Days and subsequently misses its Guaranteed Commercial Operations Date for that reason by 60 Days and the period of time between the Subscriber Organization Accelerated Acceptance Testing Milestone Date and the commencement date of the Acceptance Test is 15 Days (and such delay is solely due to the conditions set forth in Section 2(f)(i)(aa) and (bb) of this Attachment G), then Subscriber Organization shall be entitled to a waiver of 15 Days of Daily Delay Damages otherwise accruing for Subscriber Organization's failure to meet the Guaranteed Commercial Operations Date. If the above time periods remain the same but Subscriber Organization only misses the Guaranteed Commercial Operations Date by 30 Days, Subscriber Organization shall not be entitled to any Daily Delay Damages waiver as the 30 Day failure to meet the Guaranteed Commercial Operations Date would be attributable to the initial 45 Days that Subscriber Organization missed the Test Ready Deadline. Finally, if the above time periods remain the same but Subscriber Organization misses its Guaranteed

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<sup>1</sup> This would be the number of Days between the Test Ready Deadline and the Acceptance Testing Milestone Date stated in the Company Milestones of Attachment K-1.

Commercial Operations Date by 50 Days, Subscriber Organization shall be entitled to only a 5 Day waiver of Daily Delay Damages. In the meantime, Subscriber Organization shall remediate the deficiencies identified by Company, and the process described in this Section 1(f) (Acceptance Test Procedures) of Attachment G (Company-Owned Interconnection Facilities), shall commence again until Subscriber Organization's readiness for the Acceptance Test is demonstrated to Company's reasonable satisfaction. Successful completion of the Acceptance Test requires successful completion of each of the individual tests that comprise the Acceptance Test. Retesting of any individual test constitutes a restart of the Acceptance Test if such retesting is required because of a prior failure of such individual test or because of a prior test could not be completed because of a problem with the Facility. Within fifteen (15) Business Days of completion of the Acceptance Test and Company's receipt of the final report setting forth the results of the Acceptance Test, Company shall notify Subscriber Organization in writing whether the Acceptance Test has been passed and, if so, the date upon which the Acceptance Test was passed.

- (iv) Company will be present when the Acceptance Test is conducted, and Subscriber Organization shall promptly correct any deficiencies identified during the Acceptance Test. Subscriber Organization will be responsible for the cost of Company personnel (and/or Company contractors) performing the duties (such as reviewing the Plans and reviewing the construction) necessary for Company-Owned Interconnection Facilities to be constructed by Subscriber Organization (and/or its Contractors). If Company (aa) does not make any inspection or test, (bb) does not discover defective workmanship, materials or equipment, or (cc) accepts Company-Owned Interconnection Facilities (that were constructed by Subscriber Organization and or its Contractors), such action or inaction shall not relieve Subscriber Organization from its obligation to do and complete the work in accordance with the Plans approved by Company.

(g) As-Built Drawings. Within thirty (30) Days of the successful completion of the Acceptance Test, Subscriber Organization shall provide for Company review a set of the proposed as-built drawings for the Company-Owned Interconnection Facilities constructed by Subscriber Organization (and/or its Contractors). Within thirty (30) Days of Company's receipt of the proposed as-built drawings, Company shall provide Subscriber Organization with either (i) its comments on the proposed as-built drawings or (ii) 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.

3. Subscriber Organization Payment To Company for Company-Owned Interconnection Facilities and Review Of Facility. **[TO BE REVISED THROUGH INTERCONNECTION REQUIREMENTS AMENDMENT TO REFLECT COMPANY-BUILD OR DEVELOPER-BUILD SCENARIO, AS APPLICABLE]**

(a) Subscriber Organization Payment to Company.

(i) Subscriber Organization shall pay the Total Estimated Interconnection Cost, which is comprised of the estimated costs of (aa) acquiring, constructing and installing the Company-Owned Interconnection Facilities to be designed, engineered and constructed by Company, (bb) the engineering and design work (including but not limited to Company, affiliated Company and contracted engineering and design work) associated with (i) the application process for the PUC Approval Order, (ii) developing such Company-Owned Interconnection Facilities and (iii) reviewing and specifying those portions of Facility which allow interconnected operations as such are described in Attachment B (Facility Owned by Subscriber Organization) (collectively, the "Engineering and Design Work"), and (cc) conducting the Acceptance Test and Control System Acceptance Test. The Total Actual Interconnection Cost (the actual cost of

items (aa) through (cc)) are the "Total Interconnection Cost".

- (ii) Summary List of Company-Owned Interconnection Facilities and Related Services to be designed, engineered and constructed by Company:

**[THIS LIST SHOULD GENERALLY INCORPORATE A SUBSET OF THE LIST IN ATTACHMENT G, SECTION 1(d), PLUS TESTING.]**

- (iii) The following summarizes the Total Estimated Interconnection Cost of the Company-Owned Interconnection Facilities to be designed, engineered and constructed by Company:

**[THIS LIST SHOULD INCLUDE ESTIMATED COSTS FOR THE ITEMS LISTED IN ATTACHMENT G, SECTION 3(a)(i).]**

The Total Estimated Interconnection Cost is \$           .

- (b) Total Estimated Interconnection Costs. The Total Estimated Interconnection Cost, which, except as otherwise provided herein, is non-refundable, shall be paid in accordance with the following schedule:

- (i) Initial Payment: Prior to the execution of the Interconnection Requirements Amendment, Subscriber Organization has paid \$\_\_\_\_,000.00 to Company;

- (ii) Company-Owned Interconnection Facilities Prepayment: Within thirty (30) Days after the execution of the Interconnection Requirements Amendment, the total estimated costs related to the Engineering and Design Work are due and payable by Subscriber Organization to Company;

- A. Company shall not be obligated to perform any work with respect to Company-Owned Interconnection Facilities until Subscriber Organization pays the amounts in Section 3(b)(i) (Initial Payment) and Section 3(b)(ii) (Company-Owned Interconnection Facilities Prepayment) of this Attachment G (Company-Owned Interconnection Facilities), and receipt of such payment shall constitute Subscriber Organization's irrevocable authorization to

Company to perform such engineering and design work.

- (iii) Balance of Company-Owned Interconnection Facilities Prepayment: On the Guaranteed Procurement Payment Date, the difference between the portion of the Total Estimated Interconnection Cost paid to date and the Total Estimated Interconnection Cost is due and payable by Subscriber Organization to Company.
  - A. Company shall not be obligated to perform any work with respect to Company-Owned Interconnection Facilities until Subscriber Organization pays the amount in this Section 3(b)(iii) (Balance of Company-Owned Interconnection Facilities Prepayment) of this Attachment G (Company-Owned Interconnection Facilities), and receipt of such payment shall constitute Subscriber Organization's irrevocable authorization to Company to perform such procurement and construction work.
- (c) Scope Changes to Company-Owned Interconnection Facilities. Company may require additional payments for changes to the Company-Owned Interconnection Facilities and/or changes to the schedule. Company shall prepare documentation on the changes and justification for additional payment, which cannot be unreasonably denied by Subscriber Organization. Subscriber Organization shall pay within 30 Days of receipt of Company's documentation. Company has the right to draw on the Standby Letter of Credit provided under Section 6(a) (Standby Letter of Credit of this Attachment G (Company-Owned Interconnection Facilities) if such payment is not received.
  - (a) True-Up. The final accounting shall take place within one hundred twenty (120) Days of the first to occur of (i) the Commercial Operations Date, (ii) the date this Agreement is declared null and void under either Section 12.5 (Prior to Effective Date) or Section 12.6 (Time Periods for PUC Submittal Date and PUC Approval) of this Agreement, or (iii) the date this Agreement is terminated, whichever occurs first. Company shall be entitled to an extension for a commercially reasonable amount of time to complete the final accounting if a delay in such completion is caused by Subscriber Organization's delay or failure to

respond to any Company request for information needed to complete the final accounting or take any action necessary for Company to complete the final accounting. Upon completion of the final accounting, Company shall deliver to Subscriber Organization an invoice for payment of the amount, if any, of the difference between the Total Estimated Interconnection Cost paid to date and the Total Actual Interconnection Cost, which is the final accounting of the Total Interconnection Costs. Payment of such invoice shall be made within thirty (30) Days of receipt of such invoice from Company. If the Total Actual Interconnection Cost is less than the payments received by Company as the Total Estimated Interconnection Cost, Company shall repay the difference to Subscriber Organization within thirty (30) Days of the final accounting.

(b) Audit Rights. Subscriber Organization shall have the right for a period of one (1) year following receipt of the invoice: (i) upon reasonable prior notice, to audit the books and records of Company to the limited extent reasonably necessary to verify the basis for the amount (if any) by which the Total Actual Interconnection Cost invoiced to Subscriber Organization exceeds the Total Estimated Interconnection Cost, and (ii) to dispute the amount of any such excess. Subscriber Organization shall not have the right to audit any other financial records of Company. Company shall make such information available during normal business hours at its offices in Hawai'i. Subscriber Organization shall pay Company's reasonable actual, verifiable costs for such audits, including allocated overhead.

(c) Ownership. All Company-Owned Interconnection Facilities including those portions, if any, provided, or provided and constructed, by Subscriber Organization shall be the property of Company.

#### 4. Ongoing Operation and Maintenance Charges.

(a) Prior to the Transfer Date. Subscriber Organization shall operate and maintain, at its sole cost and expense, Company-Owned Interconnection Facilities that it or its Contractors constructed, if any, prior to the Transfer Date.

- (b) On or After the Transfer Date. On and after the Transfer Date, Company shall own, operate and maintain Company-Owned Interconnection Facilities.
- (c) Monthly Bill. Company shall bill Subscriber Organization monthly (or periodically as costs are incurred) for any reasonable costs incurred in operating, maintaining and replacing (to the extent not covered by insurance) Company-Owned Interconnection Facilities. Company's costs will be determined on the basis of, but not limited to, direct payroll, material costs, applicable overhead at the time incurred, consulting fees and applicable taxes. Subscriber Organization shall, within thirty (30) Days after receipt of an invoice, reimburse Company for such monthly billed operation and maintenance charges. Company's invoice will include itemized charges reasonably necessary for Subscriber Organization to verify the basis for such charges.

5. Relocation of Company-Owned Interconnection Facilities.

- (a) In the event that the Land Rights include a relocation clause and such clause is exercised or if Company-Owned Interconnection Facilities must be relocated for any other reason not caused by Company, Subscriber Organization shall bear the cost of such relocation. Prior to the relocation of the Company-Owned Interconnection Facilities Company shall invoice Subscriber Organization for the total estimated cost of relocating the Company-Owned Interconnection Facilities (the "Total Estimated Relocation Cost"). Subscriber Organization shall, within thirty (30) Days after the invoice date, pay to Company the Total Estimated Relocation Cost.
- (b) Once the relocation of the Company-Owned Interconnection Facilities is complete, Company shall conduct a final accounting of all costs related thereto. Within thirty (30) Days of the final accounting, which shall take place within one hundred and twenty (120) Days of completion of the relocation of Company-Owned Interconnection Facilities, Subscriber Organization shall remit to Company the difference between the Estimated Relocation Cost paid to date and the total actual relocation cost incurred by Company (the "Total Actual Relocation Cost"). If the Total Actual Relocation Cost is less than the payments received by Company as the Total Estimated Relocation

Cost, Company shall repay the difference to Subscriber Organization within thirty (30) Days of the final accounting.

6. Guarantee for Interconnection Costs.

- (a) Standby Letter of Credit. To ensure payment by Subscriber Organization of all costs and expenses incurred by Company (i) in excess of the Total Estimated Interconnection Cost paid in connection with the Company-Owned Interconnection Facilities to be provided and/or constructed by Company described in Section 3 (Subscriber Organization Payment To Company for Company-Owned Interconnection Facilities and Review Of Facility) of this Attachment G (Company-Owned Interconnection Facilities), and (ii) if applicable, in excess of the Total Estimated Relocation Costs paid in connection with the relocation of the Company-Owned Interconnection Facilities as provided in Section 5 (Relocation of Company-Owned Interconnection Facilities) of this Attachment G (Company-Owned Interconnection Facilities), Subscriber Organization shall obtain an Irrevocable Standby Letter of Credit with no Documentary Requirement ("Standby Letter of Credit") in accordance with the requirements of Section 6(b) (Requirements of the Standby Letter of Credit) of this Attachment G (Company-Owned Interconnection Facilities), wherein Company shall receive payment from the bank upon request by Company.
- (b) Requirements of the Standby Letter of Credit. The Standby Letter of Credit shall be (i) in an amount not less than twenty-five percent (25%) of the Total Estimated Interconnection Cost or Total Estimated Relocation Cost, as applicable, and (ii) in substantially in the form attached to this Agreement as Attachment M (Form of Letter of Credit) from a bank chartered in the United States with a credit rating of "A-" or better. If the rating (as measured by Standard & Poors) of the bank issuing the Standby Letter of Credit falls below A-, Company may require Subscriber Organization to replace the Standby Letter of Credit with a Standby Letter of Credit from another bank chartered in the United States with a credit rating of "A-" or better. In connection with the construction of the Company-Owned Interconnection Facilities, the Standby Letter of Credit shall be effective from the earlier of (aa) thirty (30) Days following the Effective Date, or (bb) the date that



Subscriber Organization requests Company to order equipment or commence construction on Company-Owned Interconnection Facilities. In connection with the relocation of the Company-Owned Interconnection Facilities, if applicable, the Standby Letter of Credit shall be effective within thirty (30) Days after Subscriber Organization receives the invoice from Company for the Total Estimated Relocation Cost as set forth in Section 5 (Relocation of Company-Owned Interconnection Facilities) of this Attachment G (Company-Owned Interconnection Facilities). The Standby Letter of Credit shall be in effect through the earlier of forty-five (45) Days after the final accounting or seventy-five (75) Days after the Agreement is terminated. Subscriber Organization shall provide to Company within fourteen (14) Days of the date the Standby Letter of Credit is to be effective as aforesaid, a document from the bank which indicates that such a Standby Letter of Credit has been established.

- (c) Other Form of Security. Notwithstanding the foregoing, in lieu of a Standby Letter of Credit, Company may, at its sole discretion, agree in writing to accept such other form of security as Company deems to provide Company with protection equivalent to a Standby Letter of Credit.

## 7. Land Restoration.

- (a) Definition of "Land". For the purposes of this Attachment G (Company-Owned Interconnection Facilities), "Land" means any portion of the Site and any other real property where any Company-Owned Interconnection Facilities are located.
- (b) Removal of Interconnection Facilities. After termination of this Agreement or in the event this Agreement is declared null and void under either Section 12.5 (Prior to Effective Date) or Section 12.6 (Time Periods for PUC Submittal Date and PUC Approval) of this Agreement, if requested by Company, Subscriber Organization shall, at its sole cost and expense, remove (i) the Company-Owned Interconnection Facilities from the Land and (ii) the Subscriber Organization-Owned Interconnection Facilities from the Land, and, in conjunction with such removal, shall develop and implement a program to recycle, to the fullest extent possible, or to otherwise properly dispose

of, all such removed infrastructure; provided, however, that, Company may elect to remove all or part of the Company-Owned Interconnection Facilities and/or Subscriber Organization-Owned Interconnection Facilities from the Land because of operational concerns over the removal of such Interconnection Facilities, in which case Subscriber Organization shall reimburse Company for its costs to remove such Company-Owned Interconnection Facilities and/or Subscriber Organization-Owned Interconnection Facilities. To the extent Subscriber Organization is obligated to remove Company-Owned Interconnection Facilities and/or Subscriber Organization-Owned Interconnection Facilities, Subscriber Organization shall complete such removal within ninety (90) Days of termination of this Agreement (or declaration that the Agreement is null and void under either Section 12.5 (Prior to Effective Date) or Section 12.6 (Time Periods for PUC Submittal Date and PUC Approval) of this Agreement, or as otherwise agreed to by both Parties in writing.

- (c) Restoration of the Land. After the termination of this Agreement (or declaration that the Agreement is null and void under either Section 12.5 (Prior to Effective Date) or Section 12.6 (Time Periods for PUC Submittal Date and PUC Approval) of this Agreement) and removal of the Company-Owned Interconnection Facilities and/or Subscriber Organization-Owned Interconnection Facilities, as the case may be, Subscriber Organization shall, at its sole cost and expense, restore the Land to its condition prior to construction of such Company-Owned Interconnection Facilities and/or Subscriber Organization-Owned Interconnection Facilities, as applicable. Land restoration shall be completed within ninety (90) Days of termination of this Agreement (or declaration that the Agreement is null and void under either Section 12.5 (Prior to Effective Date) or Section 12.6 (Time Periods for PUC Submittal Date and PUC Approval) of this Agreement), or as otherwise agreed to by both Parties in writing.

8. Transfer of Ownership/Title.

- (a) Transfer of Ownership and Title. On the Transfer Date, Subscriber Organization shall transfer to Company all right, title and interest in and to Company-Owned

Interconnection Facilities to the extent such facilities were designed and constructed by Subscriber Organization and/or its Contractors together with (i) all applicable manufacturers' or Contractors' warranties which are assignable and (ii) all Land Rights necessary to own, operate and maintain Company-Owned Interconnection Facilities on and after the Transfer Date. Subscriber Organization shall provide a written list of the manufacturers' and Contractors' warranties which will be assigned to Company and the expiration dates of such warranties no later than thirty (30) Days before the Transfer Date.

- (b) No Liens or Encumbrances. Company's title to and ownership of Company-Owned Interconnection Facilities that were designed and constructed by Subscriber Organization and/or its Contractors shall be free and clear of liens and encumbrances.
- (c) Form of Documents. The transfers to be made to Company pursuant to this Section 8 (Transfer of Ownership/Title) of Attachment G (Company-Owned Interconnection Facilities) shall not require any further payment by Company. The form of the document to be used to convey title to the Company-Owned Interconnection Facilities that were designed and constructed by or on behalf of Subscriber Organization shall be substantially in the form set forth in Attachment H (Form of Bill of Sale and Assignment). The form of the document(s) to be used to assign leases shall be substantially in the form set forth in Attachment I (Form of Assignment of Lease and Assumption). To the extent Land Rights other than leases are transferred to Company, appropriate modifications will be made to Attachment I (Form of Assignment of Lease and Assumption) to effectuate the transfer of such Land Rights.

9. Governmental Approvals for Any Company-Owned Interconnection Facilities.

Subscriber Organization shall obtain at its sole cost and expense all Governmental Approvals necessary to the construction, ownership, operation and maintenance of the Company-Owned Interconnection Facilities. For Company-Owned Interconnection Facilities to be constructed by Company, Subscriber Organization shall provide all Governmental

Approvals necessary for the construction of such Company-Owned Interconnection Facilities prior to the commencement of construction by Company. For Company-Owned Interconnection Facilities to be constructed by Subscriber Organization, Subscriber Organization shall obtain all Governmental Approvals necessary for construction of the Company-Owned Interconnection Facilities prior to commencement of the construction activity for which such Governmental Approval is required. For all other Governmental Approvals for Company-Owned Interconnection Facilities, Subscriber Organization shall provide these prior to the Transfer Date. On or before the Transfer Date, Subscriber Organization shall provide Company with (i) copies of all such Governmental Approvals obtained by Subscriber Organization regarding the construction, ownership, operation and maintenance of Company-Owned Interconnection Facilities that Subscriber Organization and/or its Contractors constructed and (ii) documentation regarding the satisfaction of any condition or requirement set forth in any Governmental Approvals for Company-Owned Interconnection Facilities (excluding on-going reporting or monitoring requirements that may continue beyond the Transfer Date in accordance with such Governmental Approval) or that such Governmental Approvals have otherwise been closed with the issuing Governmental Authority.

10. Land Rights.

Subscriber Organization shall, prior to the commencement of construction of the Company-Owned Interconnection Facilities (whether to be built by Subscriber Organization or by Company) obtain at its sole cost and expense all Land Rights that are required to construct, own, operate and maintain the Company-Owned Interconnection Facilities. Without limitation to the preceding sentence, Subscriber Organization shall pay all surveying and mapping costs, appraisal fees, document preparation fees, recording fees or other costs. Subscriber Organization shall use commercially reasonable efforts to obtain on behalf of the Company perpetual Land Rights for the Company-Owned Interconnection Facilities. Such Land Rights shall contain terms and conditions which are acceptable to Company and the documents setting forth the Land Rights shall be provided in advance of execution to Company for its review and approval and shall be recorded if required by Company. Following the Execution Date, Subscriber Organization shall provide as part of the Monthly Progress Report the status of negotiations with landowner(s) regarding the Land Rights. Notwithstanding the foregoing, Company shall have the right in

its sole discretion, at any time upon notice to Subscriber Organization, to communicate directly with the landowner(s) and/or participate in the negotiations with landowner(s) for the Land Rights. For so long as Subscriber Organization has the right under this Agreement to sell electric energy to Company, Subscriber Organization shall pay for any rents and other payments due under such Land Rights that are associated with Company-Owned Interconnection Facilities.

11. Contracts for Company-Owned Interconnection Facilities.

For all contracts entered into by or on behalf of Subscriber Organization for Company-Owned Interconnection Facilities to be designed, engineered and constructed, in whole or in part, by or on behalf of Subscriber Organization, the following shall apply: (i) Company shall be made an intended third-party beneficiary of such contracts; and (ii) Company shall be provided with copies of such executed contracts, which may be redacted but only to the extent required to prevent disclosure of confidential or proprietary information of Subscriber Organization or the counterparty to such agreement; provided, however, that such redactions may not conceal information that is necessary for the Company to determine and exercise Company's rights under such contracts as a third-party beneficiary.

[MATRIX TO BE INSERTED]

**[ATTACHMENT K WILL BE REVISED TO REFLECT  
THE RESULTS OF IRS]**

ATTACHMENT K  
GUARANTEED PROJECT MILESTONES

**[For Developer Interconnection Build]**

<b>Guaranteed Project Milestone Date</b>	<b>Description of Each Guaranteed Project Milestone</b>
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<b>[SPECIFY DATE CERTAIN]</b>	<u>Construction Financing Milestone</u> : Provide Company with documentation reasonably satisfactory to Company evidencing (i) the closing on financing for the Facility including ability to draw on funds by <b>[insert same date certain as in left column]</b> or (ii) the financial capability to construct the Facility (" <u>Construction Financing Closing Milestone</u> ").
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<b>[SPECIFY DATE CERTAIN]</b>	<u>Permit Application Filing Milestone</u> : Provide Company with documentation reasonably satisfactory to Company evidencing the filing by or on behalf of Subscriber Organization of the following applications for Governmental Approvals required for the ownership, construction, operation and maintenance of the Facility: County Plan Approval
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<b>[SPECIFY DATE CERTAIN]</b>	<u>Guaranteed Commercial Operations Date.</u>
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**[ATTACHMENT K WILL BE REVISED TO REFLECT  
THE RESULTS OF IRS]**

ATTACHMENT K-1  
SUBSCRIBER ORGANIZATION'S CONDITIONS PRECEDENT AND COMPANY  
MILESTONES

**[For Developer Interconnection Build]**

<b>Subscriber Organization's Conditions Precedent Date</b>	<b>Description of Each of Subscriber Organization's Conditions Precedent</b>
	Subscriber Organization shall make payment to Company of the amount required under <u>Section 3(b)(ii)</u> of <u>Attachment G</u> (Company-Owned Interconnection Facilities)
	Subscriber Organization shall provide Company a right of entry for the Company-Owned Interconnection Facilities site(s).
	Subscriber Organization shall make payment to Company of the amount required under <u>Section 3(b)(iii)</u> of <u>Attachment G</u> (Company-Owned Interconnection Facilities)
	Subscriber Organization shall provide evidence of the full execution of the engineering, procurement and construction ("EPC") contract.
	Subscriber Organization's engineering, procurement and construction (" <u>EPC</u> ") contractor shall obtain grading permit.
	Subscriber Organization shall provide evidence of procurement of the long-lead materials for Company-Owned Interconnection Facilities, including control house, metering, CTs and PTs.
	Subscriber Organization's EPC contractor shall obtain and provide Company all permits (other than any required occupancy permits, if applicable), licenses, easements and approvals to construct the



	Company-Owned Interconnection Facilities, including the building permit.
<b>No later than three (3) months prior to the commencement of the Acceptance Test</b>	Subscriber Organization shall provide station service power, if applicable, as required by Company.
<b>No later than three (3) months prior to the commencement of the Acceptance Test</b>	Subscriber Organization or Subscriber Organization's EPC contractor shall have Hawaiian Telcom Backup (or equivalent) installed which shall consist of a 1.5 Mbps Routed Network Services circuit for backup SCADA communications from Company's Substation at Subscriber Organization's Facility to Company's EMS located at the Company's control center.
	Subscriber Organization's EPC contractor shall complete installation of physical bus and structures within Company's substation up to the demark point as necessary to interconnect.
<b>[specify date] ("Test Ready Deadline")</b>	Subscriber Organization's EPC contractor shall complete construction of the Subscriber Organization-Owned Interconnection Facilities, the Subscriber Organization shall have satisfied the conditions precedent to the conduct of the Acceptance Test set forth in <u>Section 2 (f) (ii) of Attachment G</u> (Company-Owned Interconnection Facilities) and Subscriber Organization is otherwise ready to conduct the Acceptance Test.
	Subscriber Organization shall close grading permit, unless Subscriber Organization provides documentation establishing, to Company's reasonable satisfaction, that closing the grading permit is not required by the relevant Governmental Authority prior to energization, testing and use of the Facility.

COMPANY MILESTONES

If Subscriber Organization satisfies the foregoing Subscriber Organization's Conditions Precedent, the following Company Milestones shall apply:

<b>Company Milestone Date</b>	<b>Description of Each Company Milestone</b>
<b>[ ] Business Days following the Test Ready Deadline</b>	Company shall, subject to Subscriber Organization's continued satisfaction of the requirements set forth in <u>Section 2 (f) (ii)</u> and <u>Section 2 (f) (iii)</u> of <u>Attachment G</u> (Company-Owned Interconnection Facilities), commence Acceptance Testing.
	Energization of Company-Owned Interconnection Facilities, provision of back-feed power to support commissioning.

**[ATTACHMENT L WILL BE REVISED TO REFLECT  
THE RESULTS OF IRS]**

**ATTACHMENT L  
REPORTING MILESTONES**

**[For Developer Interconnection Build]**

<b>Reporting Date</b>	<b>Milestone Description of Each Reporting Milestone</b>
[Date]	Subscriber Organization shall provide Company with a redacted copy of the executed Facility equipment, engineering, procurement and construction ("EPC") or other general contractor agreements. Under no circumstances shall redactions conceal information that is necessary for Company to verify its rights under the Agreement.
[Date]	Subscriber Organization shall provide Company with redacted copies of executed purchase orders/contracts for the delivery of Facility inverters.
[Date]	Building Permit: Subscriber Organization or Subscriber Organization's EPC contractor shall obtain building permit.
[Date]	Construction Start Date (defined as the start of civil work on Site).
[Date]	Subscriber Organization shall have laid the foundation for all Facility buildings, generating facilities and step-up transformer facilities.
[Date]	The BESS and all inverters for the Facility shall have been installed at the Site.
[Date]	The step-up transformer shall have been installed at the Site.

ATTACHMENT N  
(ACCEPTANCE TEST GENERAL CRITERIA)

**[THIS ATTACHMENT WILL NEED TO BE MODIFIED BASED ON THE TYPE AND DESIGN  
OF THE FACILITY AND RESULTS OF THE IRS]**

Upon final completion of Company review of the Facility's drawings, final test criteria and procedures shall be agreed upon by Company and Subscriber Organization no later than thirty (30) Days prior to conducting the Acceptance Test in accordance with the Agreement. The Acceptance Test may include the following:

1. Interconnection.

- (a) Based on manufacturer's specification, test the local operation of the Facility's \_\_\_\_kV breakers, which connect the Facility to Company System - must open and close locally using the local controls. Test and ensure that the status shown on the Energy Management System (EMS) is the same as the actual physical status in the field.
- (b) Remotely test the operation of the Facility's \_\_\_\_kV breakers which connect the Facility to Company System - must open and close remotely from Company's EMS. Test and ensure that the status shown on the EMS is the same as the actual physical status in the field.
- (c) Relay test engineers to connect equipment and simulate certain inputs to test and ensure that the protection schemes such as any under/over frequency and under/over voltage protection or the Direct Transfer Trip operate as designed. (For example, a fault condition may be simulated to confirm that the breaker opens to sufficiently clear the fault. Additional scenarios may be tested and would be outlined in the final test criteria and procedures.) Subscriber Organization to also test the synchronizing mechanisms to which the Facility would be synchronizing and closing into the Company System to ensure correct operation. Other relaying also to be tested as specified in the protection review of the IRS and on the single line diagram,

Attachment E (Single-Line Drawing and Interface Block Diagram) for the Facility.

- (d) All \_\_\_\_\_ kV breaker disconnects and other high voltage switches will be inspected to ensure they are properly aligned and operated manually or automatically (if designed).
- (e) Switching Station inspections - The Switching Station may be inspected to test and ensure that the equipment that Subscriber Organization has installed is installed and operating correctly based upon agreed to design. Wiring may be field verified on a sample basis against the wiring diagrams to ensure that the installed equipment is wired properly. The grounding mat at the Switching Station may be tested to make sure there is adequate grounding of equipment.
- (f) Communication testing - Communication System testing to occur to ensure correct operation. Detailed scope of testing will be agreed by Company and Subscriber Organization to reflect installed systems and communication paths that tie the Facility to Company's communications system.
- (g) Various contingency scenarios to be tested to ensure adequate operation, including testing contingencies such as loss of communications, and fault simulations to ensure that the Facility's \_\_\_ kV breakers, if any, open as they are designed to open. (Back up relay testing)
- (h) Metering section inspection; verification of metering PTs, CTs, and cabinet and the installation of Company meters.

## 2. Telephone Communication.

- (a) Test to confirm Company has a direct line to the Facility control room at all times and that it is programmed correctly.
- (b) Test to confirm that the Facility operators can sufficiently reach Company System Operator.

If agreed by the Parties in writing, some requirements may be postponed to the Control Systems Acceptance Test.

ATTACHMENT O  
(CONTROL SYSTEM ACCEPTANCE TEST CRITERIA)

**[THIS ATTACHMENT WILL NEED TO BE MODIFIED BASED ON THE TYPE AND DESIGN  
OF THE FACILITY AND RESULTS OF THE IRS]**

Final test criteria and procedures shall be agreed upon by Company and Subscriber Organization no later than thirty (30) Days prior to conducting the Control System Acceptance Test ("CSAT") in accordance with Good Engineering and Operating Practices and with the terms of this Agreement. The Control System Telemetry and Control Points List is necessary for the effective operation of the Company System and will be tested during the Control System Acceptance Test.

The Control System Acceptance Test is comprised of two parts, a set of onsite (at Facility) specific tests and a monitoring performance test. These tests may include the following:

On-site Tests:

1. SCADA Test to verify the status and analog telemetry, and if the remote controls between the Company's EMS and the Facility are working properly end-to-end.
2. Dispatch Test to verify if the Facility's active power limit controls and the Active Power Control Interface with the Company's EMS are working properly. The Test is generally conducted by setting different active power setpoints and limits and observing the proper dispatch of the appropriate ramp rate of the Facility's real power output.
3. Control Test for Voltage Regulation to verify the Facility can properly perform automatic voltage regulation as defined in this Agreement. Test is generally conducted by making small adjustments of the voltage setpoint and verifying by observation that the Facility regulates the voltage at the point of regulation to the setpoint by delivering/receiving reactive power to/from the Company System to maintain the applicable setpoint according to the reactive power control and the reactive amount requirements of Sections 3(a) (Reactive Power Control) and Section 3(b) (Reactive Amount) of Attachment B (Facility Owned by Subscriber Organization) to this Agreement.
4. Primary Frequency Response Test to verify the Facility provides a frequency droop response as defined in this Agreement. Test is generally conducted by making adjustments of the frequency

reference setting and verifying by observation that the Facility responds per droop and deadband settings.

5. [RESERVED]
6. Loss-of-Communication Test to verify the Facility will properly shutdown upon the failure of the direct-transfer-trip communication system. Test is generally conducted by simulating a communications failure and observing the proper shutdown of the Facility.
7. Round Trip Efficiency Test to verify that the round trip efficiency of the BESS is not less than [\_\_\_\_\_] percent (\_\_\_%). **[DRAFTING NOTE: The Round Trip Efficiency percentage will be taken from Subscriber Organization's response to the RFP.]**
8. Capacity Test to verify the BESS Capacity Ratio.
9. Blackstart Test (if applicable).

Monitoring Test:

- a) The monitoring test requires the Facility to operate as it would in normal operations.
- b) To ensure useful and valid test data is collected, the monitoring test shall end when one of the following criteria is met:
  - A. The Facility's power production is greater than 85% of its Allowed Capacity, for at least four (4) hours in any continuous 24-hour CSAT period.
  - B. The recorded renewable energy resource at the Facility is above **[600 W/m<sup>2</sup>] [a Measured Wind Speed of 9 meters per second]** for at least eight (8) hours in any continuous 48-hour CSAT period.
  - C. 14 continuous Days from the start of the CSAT.
- c) At the end of the test, an evaluation period is selected based on the criteria that triggered the end of the test.
- d) The performance of the Facility during the period of a successfully completed monitoring test is evaluated for, e.g., voltage regulation, primary frequency response, dispatch control, operating limits and ramp rate performance, to verify the performance meets the requirements of this Agreement. The Facility is considered to have complied with a requirement if the Facility was compliant with the requirement at least 99.0% of the time during the evaluation period and the Facility does not grossly violate the requirement when the Facility was in violation. The Parties understand and agree that these compliance conditions are limited only to determining whether the Facility successfully completes the CSAT monitoring test and are not for use in determining compliance during Commercial Operations, shall not be considered a waiver of any of the

performance standards of Subscriber Organization, all of which are hereby reserved, and shall not alleviate Subscriber Organization from any of its obligations under the Agreement.