STANDARD SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)

SERVICE AGREEMENT #22-00056

Between

NEVADA POWER COMPANY
d/b/a
NV ENERGY

And

FISH LAKE GEOTHERMAL, LLC.

10/20/2022
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This Interconnection Agreement ("Agreement") is made and entered into this 10/20/2022 day of 
, 2022, by Nevada Power Company d/b/a NV Energy, a company organized and 
existing under the laws of the State of Nevada ("Transmission Provider") and Fish Lake 
Geothermal, LLC ("Interconnection Customer") each hereinafter sometimes referred to 
individually as "Party" or both referred to collectively as the "Parties."

Transmission Provider Information
Transmission Provider: Nevada Power Company d/b/a NV Energy
Attention: Manager, Transmission Business Services
Address: 6100 Neil Road or PO Box 10100
City: Reno State: NV Zip: 89511
Phone: 775-834-3881 Fax: 775-834-3047
E-Mail: TransmissionPolicy@nvenergy.com

Interconnection Customer Information
Interconnection Customer: Fish Lake Geothermal, LLC
Attention: Brady Olson, Manager
Address: 3451 N. Triumph Blvd., Suite 201
City: Lehi State: UT Zip: 84043

Interconnection Customer Application No: 22-00056

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

Article 1. Scope and Limitations of Agreement
1.1 Applicability
This Agreement shall be used for all Completed Interconnection Requests submitted 
under the Small Generator Interconnection Procedures (SGIP) except for those submitted 
under the 10 kW Inverter Process contained in SGIP Attachment 5.

1.2 Purpose
This Agreement governs the terms and conditions under which the Interconnection 
Customer’s Small Generating Facility will interconnect with, and operate in parallel with, 
the Transmission Provider’s Transmission System.

1.3 No Agreement to Purchase or Deliver Power
This Agreement does not constitute an agreement to purchase or deliver the 
Interconnection Customer’s power. The purchase or delivery of power and other services 
that the Interconnection Customer may require will be covered under separate 
agreements. The Interconnection Customer will be responsible for separately making all 
necessary arrangements (including scheduling) for delivery of electricity with the 
applicable Transmission Provider.
1.4 Limitations
Nothing in this Agreement is intended to affect any other agreement between the Transmission Provider and the Interconnection Customer.

1.5 Responsibilities of the Parties
1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer’s recommended maintenance schedule, in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Transmission Provider shall construct, operate, and maintain its Transmission System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter’s Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Transmission Provider or Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Transmission Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Transmission Provider’s Transmission System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

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

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

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

1.8 Reactive Power
1.8.1 The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.8.2 The Transmission Provider is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Generating Facility when the Transmission Provider requests the Interconnection Customer to operate its Small Generating Facility outside the range specified in Article 1.8.1. In addition, if the Transmission Provider pays its own or affiliated generators for reactive power Service within the specified range, it must also pay the Interconnection Customer.

1.8.3 Payments shall be in accordance with the Interconnection Customer’s applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of the Commission’s prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.

1.9 Capitalized Terms
Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

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

2.1 Equipment Testing and Inspection
2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The
Interconnection Customer shall notify the Transmission Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Transmission Provider may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Transmission Provider a written test report when such testing and inspection is completed.

2.1.2 The Transmission Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer’s written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Transmission Provider of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation
2.2.1 The Transmission Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Transmission Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Transmission Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the Transmission Provider’s Transmission System without prior written authorization of the Transmission Provider. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access
2.3.1 Upon reasonable notice, the Transmission Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Transmission Provider at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an
emergency or hazardous condition, the Transmission Provider shall have access to the Interconnection Customer’s premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this article.

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

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

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

3.3 Termination
No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this Agreement (if required), which notice has been accepted for filing by FERC.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Transmission Provider 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to Article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Transmission Provider’s Transmission System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.4 This provision of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection
Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions
“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life
or property; or (2) that, in the case of the Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, the Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Transmission Provider may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Transmission Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the Transmission Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Transmission Provider’s Transmission System or other Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties’ facilities and operations, its anticipated duration, and the necessary corrective action.

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

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

3.4.4 Adverse Operating Effects
The Transmission Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small
Generating Facility could cause damage to the Transmission Provider’s Transmission System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Transmission Provider may disconnect the Small Generating Facility. The Transmission Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of Article 3.4.1 apply.

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

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

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

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

4.2 Distribution Upgrades
The Transmission Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Provider.
Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

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

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

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

5.2.1.1 Notwithstanding the foregoing, the Interconnection Customer, the Transmission Provider, and Affected System operator may adopt any alternative payment schedule that is mutually agreeable so long as the Transmission Provider and Affected System operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Transmission Provider or Affected System operator will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network
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Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

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

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

5.4 Rights Under Other Agreements
Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Small Generating Facility.

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

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

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

6.2 Milestones
The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party’s obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

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

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

6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurance company that is reasonably acceptable to the Transmission Provider and must specify a reasonable expiration date.
Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

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

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

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

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

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

7.3 Indemnity
7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

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

7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified
person harmless under this article, the amount owing to the indemnified person
shall be the amount of such indemnified person’s actual loss, net of any insurance
or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the
commencement of any action or administrative or legal proceeding or
investigation as to which the indemnity provided for in this article may apply, the
indemnified person shall notify the indemnifying party of such fact. Any failure
of or delay in such notification shall not affect a Party’s indemnification
obligation unless such failure or delay is materially prejudicial to the
indemnifying party.

7.4 Consequential Damages
Other than as expressly provided for in this Agreement, neither Party shall be liable under
any provision of this Agreement for any losses, damages, costs or expenses for any
special, indirect, incidental, consequential, or punitive damages, including but not limited
to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of
temporary equipment or services, whether based in whole or in part in contract, in tort,
including negligence, strict liability, or any other theory of liability; provided, however,
that damages for which a Party may be liable to the other Party under another agreement
will not be considered to be special, indirect, incidental, or consequential damages
hereunder.

7.5 Force Majeure
7.5.1 As used in this article, a Force Majeure Event shall mean “any act of God,
labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm
or flood, explosion, breakage or accident to machinery or equipment, any
order, regulation or restriction imposed by governmental, military or lawfully
established civilian authorities, or any other cause beyond a Party’s control. A
Force Majeure Event does not include an act of negligence or intentional
wrongdoing.”

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

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

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

Article 8. Insurance

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

8.2 The Transmission Provider agrees to maintain general liability insurance or self-insurance consistent with the Transmission Provider’s commercial practice. Such
insurance or self-insurance shall not exclude coverage for the Transmission Provider’s liabilities undertaken pursuant to this Agreement.

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

Article 9. Confidentiality

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated “Confidential.” For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other Party to this Agreement when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.
Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC’s Dispute Resolution Service (DRS) for assistance in resolving the dispute.

10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at http://www.ferc.gov/legal/adr.asp.

10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.

10.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.

11.2 Each Party shall cooperate with the other to maintain the other Party’s tax status. Nothing in this Agreement is intended to adversely affect the Transmission Provider’s tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Nevada (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment
The Parties may amend this Agreement by a written instrument duly executed by both Parties.
12.3 No Third-Party Beneficiaries
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

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

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

12.5 Entire Agreement
This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party’s compliance with its obligations under this Agreement.

12.6 Multiple Counterparts
This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership
This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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

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

12.10 **Environmental Releases**

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

12.11 **Subcontractors**

12.11.1 **General.**

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

12.11.2 **Responsibility of Principal.**

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

12.11.3 **No Limitation by Insurance.**

The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.
12.12 Reservation of Rights
The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC’s rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC’s rules and regulations: provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC’s rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

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

If to the Interconnection Customer:

Interconnection Customer: Fish Lake Geothermal, LLC
Attention: Brady Olson, Manager
Address: 3451 N. Triumph Blvd., Suite 201
City: Lehi State: UT Zip: 84043

If to the Transmission Provider:

Transmission Provider: Nevada Power Company d/b/a NV Energy
Attention: Manager, Transmission Business Services
Address: 6100 Neil Road or PO Box 10100
City: Reno State: NV Zip: 89511
Phone: 775-834-3881 Fax: 775-834-3047
E-Mail: TransmissionPolicy@nvenergy.com

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

Interconnection Customer: Fish Lake Geothermal, LLC
Attention: Brady Olson, Manager
Address: 3451 N. Triumph Blvd., Suite 201
City: Lehi State: UT Zip: 84043
Transmission Provider: Nevada Power Company d/b/a NV Energy
Attention: Manager, Transmission Business Services
Address: 6100 Neil Road or PO Box 10100
City: Reno  State: NV  Zip: 89511
Phone: 775-834-3881  Fax: 775-834-3047
E-Mail: TransmissionPolicy@nvenergy.com

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

If to the Interconnection Customer:
Interconnection Customer: Fish Lake Geothermal, LLC
Attention: Brady Olson, Manager
Address: 3451 N. Triumph Blvd., Suite 201
City: Lehi  State: UT  Zip: 84043

If to the Transmission Provider:
Transmission Provider: Nevada Power Company d/b/a NV Energy
Attention: Project Manager, Transmission Business Services
Address: 6100 Neil Road or PO Box 10100
City: Reno  State: NV  Zip: 89511
Phone: 775-834-4891
E-Mail: TransmissionPolicy@nvenergy.com

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

Interconnection Customer’s Operating Representative:
Interconnection Customer: Fish Lake Geothermal, LLC
Attention: Brady Olson, Manager
Address: 3451 N. Triumph Blvd., Suite 201
City: Lehi  State: UT  Zip: 84043

Transmission Provider’s Operating Representative:
Transmission Provider: Nevada Power Company d/b/a NV Energy
Attention: Director, T&D System Operations
13.5 Changes to the Notice Information
Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Transmission Provider

Nevada Power Company d/b/a NV Energy

Name: Carolyn Barbash
Title: Vice President, Transmission Development & Policy
Date: 10/20/2022

For the Interconnection Customer

Fish Lake Geothermal, LLC

Name:
Title: Manager
Date: 10/14/2022
SGIA Attachment 1: Glossary of Terms

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

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding Federal Holidays.

Completed Interconnection Request - The Interconnection Customer’s request following the completion of the Pre-Application Process, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnection with the Transmission Provider’s Transmission System.

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

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

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

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or
entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

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

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

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

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

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

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

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

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

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

**Small Generating Facility** – The Interconnection Customer’s device for the production of electricity identified in the Pre-Application Request, but shall not include the Interconnection Customer’s Interconnection Facilities.

**Tariff** – The Transmission Provider or Affected System’s Tariff through which open access transmission service and Interconnection Service are offered, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

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

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

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

**Upgrades** – The required additions and modifications to the Transmission Provider’s Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.
SGIA Attachment 2: Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

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

OPEN MOUNTAIN ENERGY, LLC. – Company MM – Rock Creek Geothermal

Type of Interconnection Service: Energy Resource Interconnection Service

Generating Facility Capacity: 19.8 MW net at the Point of Interconnection

Generating Facility Nameplate: [Blacked out] total of 19.8 MW net generation delivered to the Point of Interconnection.

Point of Interconnection:
The Point of Interconnection will be where the Interconnection Customer’s owned 55 kV lead line from the Rock Creek Geothermal Substation intersects the terminal position at the Transmission Provider’s Silver Peak 55 kV Substation. See Drawing A-1 in Attachment 3.

Point of Change of Ownership:
The Point of Change of Ownership will be the point where the Interconnection Customer’s lead line terminates on the Transmission Providers owned Point of Change of Ownership structure located adjacent to the Silver Peak 55 kV Substation land grant area. See Drawing A-1 in Attachment 3.

Nominal Delivery Voltage: 55 kV

Metering Voltage: 55 kV
1. **Interconnection Customer’s Interconnection Facilities (ICIF):**

   a. **Interconnection Customer Generating Facility Requirements, Facility to Include:**
      
      i. Adequate electrical/Out of Step generator tripping protection
      
      ii. _____ synchronous geothermal generator rated at _____, _____ synchronous geothermal generator rated at _____, and _____ synchronous generator rated at _____ for a total of 19.8 MW net generation.
      
      iii. One (1) 55/13.8 kV generator step-up transformer located at the Interconnection Customer’s Substation.
      
      iv. One (1) 55 kV breaker at the Rock Creek Geothermal Substation, located on the high-side of the main GSU transformer as indicated in Drawing A-1 in Attachment 3.

   b. **Interconnection Customer Generator Lead Line Requirements, Lead Line to Include:**
      
      i. Approximately _____ miles of 55 kV lead line from the Rock Creek Geothermal Substation to the Point of Change of Ownership structure. The Point of Change of Ownership structure’s preliminary location is:
      
      ii. Overhead lead line to be designed with static wire(s) and adequate overvoltage protection from lightning surges.
      
      iii. Fiber Optic Cable as described by the interconnection communication requirements.

   c. **Interconnection Customer Generating Facility Protection Requirements:**
      
      i. Interconnection Customer will install generator facility and 55 kV generator lead line protection relays at the Interconnection Customer’s site.
      
      ii. The Interconnection Customer must install two SEL-411L relays to protect the lead line with part number 0411L1xxxxxxCExxxxxxxx, where the “CE” is required, and the “x” values are left to the Interconnection Customer’s discretion.
      
      iii. Line protection will be a communication aided scheme utilizing two (2) independent digital high-speed protection communication circuits between the Silver Peak 55 kV Substation and the Rock Creek Geothermal Substation.
      
      iv. Interconnection Customer is required to install generator out-of-step protection.
      
      v. Interconnection Customer must submit the protection and communications plan to the Transmission Provider for review and concurrence prior to construction; and
      
      vi. Interconnection Customer must install a breaker failure scheme for the high-side breaker that will key a direct trip signal to the Transmission Provider’s Silver Peak 55 kV Substation.

   d. **Interconnection Customer’s Communication Requirements:**
      
      i. Interconnection Customer will install one (1) communication path between the Rock Creek Geothermal Substation and the Transmission Provider’s facilities to be used for communication aided protection as follows:
      
      ii. One (1) high-speed IEEE C37.94 compliance interface
      
      iii. One (1) direct optical fiber connection; or
      
      iv. One (1) point-to-point microwave radio connection
      
      The Fiber Optic communications path will facilitate communications between the Interconnection Customer protection relays at the Rock Creek Geothermal
Substation and the Transmission Provider relays at the Silver Peak 55 kV Substation; and

i. Interconnection Customer will install Fiber Optic Cable from the Generic Substation to the Point of Change of Ownership structure;

ii. Fiber communications must be coordinated with the Interconnection Customer owned relays; and

iii. Interconnection Customer to provide infrastructure to deliver fiber into the control building.

iii. The microwave link will communicate with Transmission Provider’s existing microwave network and will contain two (2) channels sufficient to carry primary and back-up protection circuits.

ii. Interconnection Customer will provide and deliver a T-1 service along with any T-1 circuit isolation gear required by the local T-1 provider;

i. The T-1 line will originate at the Transmission Provider’s telecommunications equipment location at the Interconnection Customer’s facility and terminate at a place to be specified by the Transmission Provider; and

ii. The dedicated T-1 leased telecommunications line must be provided by the Interconnection Customer for the Transmission Provider’s Telephony, SCADA, Metering and Protection requirements and use.

iii. Interconnection Customer will provide a 24-hour contact for Transmission Provider Energy System Control Center (ESCC);

iv. Interconnection Customer will provide one (1) dial-up telephone line continuously capable of a 9600 baud rate minimum at any given time for the new 55 kV meter that will be located at the Interconnection Customer’s site as indicated in Drawing A-1 in Attachment 3;

i. Note: If the metering telecommunication circuits are via copper circuits and connecting to Transmission Provider telecom equipment, the Ground Protection Rise isolation is required and is the responsibility of the Interconnection Customer, per applicable industry standards.

v. Interconnection Customer will provide a temperature-controlled space located in the control room at the Interconnection Customer’s Generating Facility;

i. The area will include two (2) 8-foot tall 26-inch wide racks or cabinets for the Transmission Provider’s communications and protection equipment to be installed at the Interconnection Customer’s Generating Facility. A minimum working space of three (3) feet is required to be provided on the front and back of these racks. Provisions for the following must be made;

i. Interconnection Customer will provide two (2) Direct Current (DC) load centers dedicated to Transmission Provider’s communication equipment at a minimum of 20 Amperes each. The DC voltage will be identified during the coordination meetings between the Interconnection Customer and Transmission Provider. These load centers are to provide both primary and back-up power sources for the Transmission Provider’s equipment; and

ii. Conduit and/or cable trays to provide connectivity from the Transmission Provider’s rack space area to Interconnection Customer’s main telecommunications board.
vi. Interconnection Customer will provide a 125 volt DC Battery back-up with a minimum of twelve-hour support; and

vii. Detailed Communications and Protection Requirements are outlined in Attachment C.

e. Interconnection Customer’s Metering Requirements:
   i. The 55 kV meter will be located on the high-side of the Interconnection Customer’s transformer at the Rock Creek Geothermal Substation;
   
   ii. The Interconnection Customer will procure the 55 kV metering instrument transformers (CT’s and PT’s) in accordance with NV Energy supplied specifications and concurrence. All materials must be approved by the Transmission Provider prior to purchase;

   iii. Interconnection Customer will install the 55 kV metering instrument transformers (CT’s and PT’s), connect primary leads, and install conduit and pull-strings from the secondary side of the transformers to the metering enclosure. The Transmission Provider will run secondary wire through the provided conduit making the connections from the metering instrument transformers to the meter;

   iv. Interconnection Customer will design, purchase, and install a Transmission Provider approved structure for mounting the Transmission Provider’s metering units, meter class instrument transformers (CT’s and PT’s) in a Transmission Provider approved location. The meter structure with the installed metering instruments must be designed to meet the Transmission Provider’s safety clearances, standard design requirements, and accessibility to the Transmission Provider’s meter personnel. Drawings, design calculations, and equipment shall be reviewed and approved by the Transmission Provider prior to installation;

   i. Interconnection Customer to provide a separate wall space for the metering cabinet and equipment;

   ii. Interconnection Customer shall install a Transmission Provider supplied metering cabinet (36” x 36” x 16”) at an approved location on the side of the Interconnection Customer’s combined metering transformer structure, per Transmission Provider’s specifications;

   iii. Separate communications and power cabling is required through separate conduits; and

   iv. Provide and install two-inch diameter conduits for termination of CT/PT wirings. Install two-inch diameter conduit from the secondary side of the CT/PT units to the meter enclosure installed on the metering structure. The Interconnection Customer shall provide and run pull-strings through the installed conduit. Wiring for metering shall be provided and pulled by the Transmission Provider;

v. Interconnection Customer will provide a dedicated 125 volt DC circuit and phone line to the meter;

vi. If the Interconnection Customer separates their project into multiple phases with different off-takers, the Transmission Provider will require a common high-side meter and individual high-side metering per phase for Energy Imbalance Market purposes. It is the Interconnection Customer’s responsibility to notify the Transmission Provider of multiple phases prior to the construction of the project.
The Interconnection Customer will follow the requirements of the Transmission Provider’s posted Energy Imbalance Market business practice; and

vii. **Spare Instrument Transformers:**
   i. Transmission Provider does not stock spare instrument transformers. Spare instrument transformers may be procured by the Interconnection Customer to provide back-up metering capability at the Interconnection Customer’s expense;
   ii. Interconnection Customer has elected to **not** purchase spare instrument transformers and accepts the associated risk; and
   iii. The associated risk of not purchasing spare instrument transformers in the event of instrument transformer failure includes prolonged outages (approximately 6 months) and additional costs for expedited ordering and shipping.

f. **Interconnection Customer’s Permitting Requirements:**
   i. Interconnection Customer to submit all relevant Federal, State, County, and local land use permitting and Right-of-Way applications to the Transmission Provider for review and concurrence **prior** to submittal to the applicable agency.
   ii. Failure to secure Transmission Provider’s concurrence prior to submittal of permitting or Right-of-Way applications to the respective agency can result in requiring the Interconnection Customer to resubmit or amend permitting documentation to meet Transmission Provider’s satisfaction which may delay the project In-Service schedule significantly.
   iii. Transmission Provider’s concurrence shall **not** be unreasonably withheld, conditioned, or delayed.

   Subsequent to receiving Transmission Provider’s concurrence, the Interconnection Customer will acquire all Federal, State, County, and Local land use and environmental permits and authorizations required in order to build, operate, and maintain the Generating Facility, Interconnection Customer Interconnection Facilities, and Transmission Provider’s Interconnection Facilities to include (but not limited to):
   
   i. All permits related to generator plant facilities including fencing, grading, and access roads;
   ii. All permits required to interconnect the Interconnection Customer’s generator lead line to the Transmission Provider Interconnection Facilities at the Point of Change of Ownership and/or the Point of Interconnection;
   iii. All authorizations, right-of-way grants, and/or assignments related to Interconnection Customer’s rights under Interconnection Customer’s Federal Right-of-Way (ROW) Grant which authorizes Transmission Provider to install or otherwise take necessary action to interconnect Transmission Provider’s Interconnection Facilities associated with this project;
   iv. All Federal Aviation Administration (FAA) determination of no hazard or other applicable FAA approvals, as required;
   v. All State Lands, roadway, and environmental permits;
   vi. All dust control permits;
   vii. All storm water permits;
   viii. All Special Use Permits, applicable Variances and other similar permits;
   ix. All reclamation activities completed and accepted by appropriate agencies;
x. Any third-party easements or other land rights required for the Transmission Provider’s Interconnection Facilities and access roads on a form acceptable to Transmission Provider; and

xi. Any other land rights as deemed necessary by Transmission Provider to perform its obligations under this Agreement, with such land rights being granted on a form reasonably acceptable to Transmission Provider;

xii. All of Interconnection Customer’s Federal, state, local and private permitting authorizations including the Standard Form-299 (SF-299) application. All of Interconnection Customer’s Federal, state, local and private permitting applications will include, among other things:

i. Transmission Provider’s switch and dead-end Point of Change of Ownership structure. The final location of the dead-end Point of Change of Ownership structure must be approved by Transmission Provider’s generation engineering and land resources departments along with any other necessary Transmission Provider department(s);

ii. Additions to Transmission Provider’s Silver Peak 55 kV Substation;

iii. All access roads to Interconnection Customer’s Rock Creek Geothermal Substation;

iv. Access roads to the dead-end Point of Change of Ownership structure; road to be an all-weather, adequate access road, minimum of 20 feet in width or an approved width by Transmission Provider;

v. Transmission Provider’s Interconnection Facilities at Interconnection Customer’s Rock Creek Geothermal Substation;

vi. Approximately [ ] miles of generator lead line (minimum 1-954 ACSR with OPGW or equivalent) from Interconnection Customer’s Generic Substation to the dead-end Point of Change of Ownership structure outside of the Silver Peak 55 kV Substation.

xiii. Plan of Development and SF-299 to be reviewed and approved by Transmission Provider prior to submittal to BLM, as well as any subsequent revisions involving descriptions of Transmission Provider Interconnection Facilities.

xiv. Interconnection Customer Interconnection Facilities;

xv. Transmission Provider Interconnection Facilities; and

xvi. Network Upgrades.

i. Interconnection Customer must coordinate with the Transmission Provider for the UEPA requirements for the Transmission Provider Interconnection Facilities and Network Upgrades;

ii. Transmission Provider will provide to the Interconnection Customer a detailed description of the facilities required inclusive of scope, costs, and schedule, per the milestones in Appendix B;

iii. Interconnection Customer will include the description provided by the Transmission Provider in the UEPA submittal; and prior to construction, the Interconnection Customer will transfer the UEPA Permit to Construct for the Transmission Provider Interconnection Facilities and the Network Upgrades to the Transmission Provider.

xvii. Transmission Provider shall cooperate with Interconnection Customer’s efforts to obtain relevant permits.
xviii. Once the project is built and operational, the Interconnection Customer will support Transmission Provider, to the extent necessary, in obtaining all documentation related to the assignment of the necessary rights under BLM ROW Grant obtained by the Interconnection Customer. The assignment of the necessary rights under Interconnection Customer’s BLM ROW Grant will include the area impacted by the Transmission Provider’s Interconnection Facilities associated with this project; an application will be submitted once the Transmission Provider is satisfied that all environmental and other stipulations have been met (i.e., work areas have been adequately restored, plants have been salvaged appropriately, Section 7 form completed and submitted back to the BLM post-construction, etc.) and final approval from the BLM.
   i. Interconnection Customer will finalize and execute the BLM Right-of-Way application and assignment document within 60 days of the energization of the Transmission Provider Interconnection Facilities;
   ii. Interconnection Customer will support Transmission Provider, to the extent necessary, in obtaining all documentation related to the assignment of the necessary rights under BLM ROW Grant obtained by the Interconnection Customer once the project construction is complete;
   iii. The assignment of the necessary rights under Interconnection Customer’s BLM ROW Grant will include the area impacted by Transmission Provider’s Interconnection Facilities and Network Upgrades associated with this project. See Drawing A-1 in Attachment 3.

xix. Interconnection Customer and Transmission Provider will execute an Access to Equipment Agreement to secure Transmission Provider’s access to communications and metering equipment located at the Interconnection Customer Generating Facility site. The Transmission Provider will record the Access to Equipment Agreement with the County Recorder.

xx. Interconnection Customer will provide 24-hour access to all Transmission Provider’s facilities without limitations, upon reasonable notice from Transmission Provider and subject to Interconnection Customer’s safety and other applicable procedures.

2. Transmission Providers Interconnection Facilities (TPIF)
   a. 55 kV Substation Entrance, Point of Change of Ownership and switch;
      i. The Transmission Provider will design, procure, and install a 55 kV transmission getaway from the Silver Peak 55 kV Substation;
      ii. Transmission Provider will design, procure, and construct one (1) new 55 kV structure to allow for the installation of a conductor from the Silver Peak 55 kV Substation to the Point of Change of Ownership structure;
      iii. Transmission Provider will design, procure, and construct the Point of Change of Ownership structure consisting of a 55 kV dead-end structure and 55 kV switch;
         i. The preliminary location identified for the dead-end Point of Change of Ownership structure is: [REDACTED]
         ii. The actual Point of Change of Ownership structure location will be determined by the Transmission Provider.
iv. Transmission Provider will review, coordinate with and provide acceptance for the Interconnection Customer’s engineered 55 kV lead line protection.

b. **System Protection Facilities at Silver Peak 55 kV Substation:**
   i. Transmission Provider will install relays at Silver Peak 55 kV Substation dedicated to the Interconnection Customer’s Transmission Line.

c. **Telecommunications at the Interconnection Customer’s Rock Creek Geothermal Site:**
   i. Transmission Provider will purchase and install one (1) Remote Terminal Unit (RTU) and necessary communications equipment for the required SCADA from the new Generating Facility;
   ii. Transmission Provider will purchase and install a multiplexor on the T-1 line for the Generating Facility;
   iii. Transmission Provider will purchase and install miscellaneous communication cables and link equipment as required; and

d. **Metering at the Interconnection Customer’s Generic Site:**
   i. Transmission Provider will purchase and install a 55 kV high-side metering enclosure with one (1) ION revenue quality meter at Interconnection Customer’s Generating Facility compensated to the Point of Interconnection; and
   ii. If the Interconnection Customer separates their project into multiple phases with different off-takers, the Transmission Provider will require a common high-side meter and individual high-side metering per phase for Energy Imbalance Market purposes. It is the Interconnection Customer’s responsibility to notify the Transmission Provider of multiple phases prior to the construction of the project. The Interconnection Customer will follow the requirements of the Transmission Provider’s posted Energy Imbalance Market business practice.

e. **Communications at Silver Peak 55 kV Substation to Integrate Interconnection Customer’s Lead Line:**
   i. Transmission Provider to install SCADA required for protection equipment and connection to dual fiber feeds at Silver Peak 55 kV Substation.

f. **Lands Interface and Access to Equipment Agreement:**
   i. Transmission Provider will review Interconnection Customer’s plant site permitting documents and provide support in relation to Transmission Provider’s facilities at the plant site;
   ii. Transmission Provider will draft and execute an Access to Equipment Agreement with the Interconnection Customer; and
   iii. Transmission Provider will support the Interconnection Customer’s efforts in acquiring land rights for the entire 55 kV gen-tie line from the Rock Creek Geothermal Substation to the Point of Interconnection.

g. **Environmental Interface:**
   i. Transmission Provider will review Interconnection Customer’s Interconnection Facilities, Transmission Provider Interconnection Facilities, Network Upgrades, and Affected Systems Upgrades permitting documents;
   ii. Transmission Provider will provide environmental compliance monitoring for Transmission Provider’s construction of Transmission Provider Interconnection Facilities and Network Upgrades; and
iii. Transmission Provider will assist Interconnection Customer in transferring BLM Right-of-Way Grants and related permits/land rights originally obtained by the Interconnection Customer for Transmission Provider Interconnection Facilities, Network Upgrades, and any other related Transmission Provider’s facilities as required.

3. **Network Upgrades (NU):**
   a. **Stand Alone Network Upgrades:** None
   b. **Individual Network Upgrades:** None
   c. **Shared Network Upgrades:** None

4. **Distribution Upgrades (DU):**
   i. **Silver Peak 55 kV Substation:**
      i. Transmission Provider will design a new terminal to be located at the existing Silver Peak 55 kV Substation, to include:
         i. One (1) 55 kV breaker addition and associated upgrades;
         ii. Expansion of 55 kV bus;
         iii. Three (3) lightning arrestors; and
         iv. Two (2) 55 kV Switches
      1. This work will require an outage and a generator is needed to serve the local area load during this outage. The costs associated with the generator are included in this substation estimate.

5. **Contingent Facilities:** None

6. **Affected System Upgrades:**
   a. **Affected System Upgrades** – The following Affected System Upgrades have been determined to be needed in order to mitigate disturbances on and maintain the reliability of Affected Systems directly or indirectly interconnected to Transmission System.
      i. None

7. **Ownership:**
   a. Upon Completion of construction, the Parties shall have ownership of the facilities as follows:
      i. Interconnection Customer’s Interconnection Facilities shall be owned by the Interconnection Customer;
      ii. Transmission Provider’s Interconnection Facilities shall be owned by the Transmission Provider;
      iii. Stand Alone Network Upgrades shall be owned by the Transmission Provider;
      iv. Network Upgrades shall be owned by the Transmission Provider; and
      v. Distribution Upgrades shall be owned by the Transmission Provider.
8. **Operation and Maintenance Responsibilities:**
   a. Upon completion of construction, the Parties shall have responsibilities for operation and maintenance of the Interconnection Facilities, Network Upgrades, and Distribution Upgrades as follows:
      i. Interconnection Customer’s Interconnection Facilities shall be operated and maintained by the Interconnection Customer;
      ii. Transmission Provider’s Interconnection Facilities shall be operated and maintained by the Transmission Provider and paid for by the Interconnection Customer;
      iii. Stand Alone Network Upgrades shall be operated and maintained by the Transmission Provider;
      iv. Network Upgrades shall be operated and maintained by the Transmission Provider; and
      v. Distribution Upgrades shall be operated and maintained by the Transmission Provider.
   b. Interconnection Customer shall be responsible for payment of the actual costs incurred by the Transmission Provider for operation and maintenance of the Transmission Provider’s Interconnection Facilities.

9. **Cost Estimate & Responsibilities:**
   a. Interconnection Customer’s Interconnection Facilities: **Interconnection Customer**

<table>
<thead>
<tr>
<th>COMPANY MM INTERCONNECTION COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Component</td>
</tr>
<tr>
<td>Communication</td>
</tr>
<tr>
<td>Transmission Lines</td>
</tr>
<tr>
<td>Metering</td>
</tr>
<tr>
<td>Substation/Protection</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
</tr>
</tbody>
</table>

The costs quoted in this SGIA are estimates based on the results of studies conducted during the Standard SGIP phases of the interconnection process. These costs will be reviewed and updated, as needed, during construction. All costs will be trued to actual after the completion of the Project and all costs have been recorded, consistent with Article 5 of this SGIA. These estimates do not include any tax gross-up.

c. *Individual Network Upgrades (NU): None*
### Distribution Upgrades (DU):

<table>
<thead>
<tr>
<th>Project Component</th>
<th>Scope Description</th>
<th>Distribution Upgrade $M's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication</td>
<td>Silver Peak Substation communications</td>
<td></td>
</tr>
<tr>
<td>Substation/Protection</td>
<td>Terminal Addition – 1 breaker and associated bus work</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Direct Assignment Costs:

<table>
<thead>
<tr>
<th>Project Component</th>
<th>Scope Description</th>
<th>Direct Assignment $M's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lands/Environmental</td>
<td>Generator support/review – Lands/Environmental</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The costs quoted in this SGIA are estimates based on the results of studies conducted during the Standard SGIP phases of the interconnection process. These costs will be reviewed and updated, as needed, during construction. All costs will be trued to actual after the completion of the Project and all costs have been recorded, consistent with Article 5 of this SGIA. These estimates do not include any tax gross-up.
SGIA Attachment 3: One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

OPEN MOUNTAIN ENERGY, LLC. – Company MM – Rock Creek Geothermal

Type of Interconnection Service: Energy Resource Interconnection Service

Generating Facility Capacity: 19.8 MW net at the Point of Interconnection

Generating Facility Nameplate: [redacted] total of 19.8 MW net generation delivered to the Point of Interconnection.

Point of Interconnection:
The Point of Interconnection will be where the Interconnection Customer’s owned 55 kV lead line from the Rock Creek Geothermal Substation intersects the terminal position at the Transmission Provider’s Silver Peak 55 kV Substation. See Drawing A-1 in Attachment 3.

Point of Change of Ownership:
The Point of Change of Ownership will be the point where the Interconnection Customer’s lead line terminates on the Transmission Providers owned Point of Change of Ownership structure located adjacent to the Silver Peak 55 kV Substation land grant area. See Drawing A-1 in Attachment 3.

Nominal Delivery Voltage: 55 kV

Metering Voltage: 55 kV
## SGIA Attachment 4: Milestones

<table>
<thead>
<tr>
<th>Interconnection Customer’s Project Milestones</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Interconnection Customer to contact Transmission Provider to schedule regular project meetings</td>
<td>Meetings to be kicked off after providing Right of Entries</td>
</tr>
<tr>
<td>2. Interconnection Customer to provide [redacted] Cash for TPIF Preliminary Project Management</td>
<td>upon execution</td>
</tr>
<tr>
<td>3. Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Small Generating Facility, at Interconnection Customer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Small Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Small Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Small Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Small Generating Facility; or (v) application for an air, water, or land use permit.</td>
<td>within 15 Business Days of execution of this SGIA</td>
</tr>
<tr>
<td>4. Interconnection Customer to provide [redacted] for TPIF project engineering and design</td>
<td></td>
</tr>
<tr>
<td>5. Interconnection Customer to provide [redacted] for DU project engineering and design</td>
<td></td>
</tr>
<tr>
<td>6. Interconnection Customer to provide [redacted] for direct assigned costs</td>
<td></td>
</tr>
<tr>
<td>7. Interconnection Customer to provide completed documentation (e.g. signed Right of Entries) to Transmission Provider allowing for site access/inspection, survey, and study work</td>
<td>within 90 Calendar Days of execution of this SGIA</td>
</tr>
<tr>
<td>8. Interconnection Customer to provide Transmission Provider with drafts of all right-of-way and permitting applications and land acquisition documents (if applicable) for Transmission Provider Interconnection Facilities prior to submittal</td>
<td></td>
</tr>
<tr>
<td>9. Interconnection Customer to submit all required right-of-way permit applications and/or amendments to permit applications and land acquisition documents (if applicable) for Transmission Provider Interconnection Facilities</td>
<td></td>
</tr>
<tr>
<td>10. Interconnection Customer to provide [redacted] for TPIF equipment procurement</td>
<td></td>
</tr>
</tbody>
</table>

Agreed to by:

For the Transmission Provider

[Signature]

Date 10/20/2022

For the Interconnection Customer

[Signature]

Date 10/14/2022
<table>
<thead>
<tr>
<th></th>
<th>Interconnection Customer to provide</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>for DU equipment procurement</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>for direct assigned costs</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Interconnection Customer to provide Control Room Preliminary Drawings to Transmission Provider</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Interconnection Customer to provide One-line with Protection Scheme Descriptions to Transmission Provider</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Interconnection Customer to provide Transmission Provider with metering CTs and PTs spec for approval prior to ordering.</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Interconnection Customer to provide signed Telemetry Points Worksheet to Transmission Provider</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Interconnection Customer to provide Transformer (GSU) specification sheet to Transmission Provider</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Interconnection Customer to provide completed Energy Imbalance Market Resource Data Template with attachments</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Interconnection Customer to provide BLM issued Notice to Proceed (NTP) to Transmission Provider (Remove if BLM is not involved)</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Interconnection Customer to provide Transmission Provider with copies of completed permits from all required federal, state, county &amp; local entities including, but not limited to, Right-of-Way Grant (BLM), final UEPA (PUCN), signed land purchase agreement for new POI Substation (if applicable), Special Use Permits, Grading Permits, Building Permits, etc.</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Interconnection Customer to provide copies of tortoise fees, BLM rentals, copy of the final environmental compliance documents (i.e., EA, Cat Ex, POD, Restoration Plan).</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Interconnection Customer to complete access roads to New POI Substation and accepted by Transmission Provider</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Interconnection Customer to provide Cash for TPIF Project construction</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Interconnection Customer to provide for DU project construction</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Interconnection Customer to provide Cash for 5.13 direct assigned costs</td>
<td></td>
</tr>
</tbody>
</table>

Agreed to by:

For the Transmission Provider

For the Interconnection Customer

Date: 10/20/2022

Date: 10/14/2022
<table>
<thead>
<tr>
<th></th>
<th>Service Agreement # 22-00056</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Interconnection Customer to provide the transformer Factory Acceptance Testing (FAT) data to the Transmission Provider</td>
</tr>
<tr>
<td>27</td>
<td>Interconnection Customer to complete all installations of conduits with pull strings and make available for Transmission Provider use</td>
</tr>
<tr>
<td>28</td>
<td>Interconnection Customer to provide DC load centers dedicated for Transmission Provider communications equipment and RTU</td>
</tr>
<tr>
<td>29</td>
<td>Interconnection Customer to complete Control Room construction with cable trays and conduits and provide full access to Transmission Provider</td>
</tr>
<tr>
<td>30</td>
<td>Interconnection Customer to Provide T-1 line from Generator Control Room to the Transmission Provider’s Energy System Control Center</td>
</tr>
<tr>
<td>31</td>
<td>Interconnection Customer to Provide dial up line to meter</td>
</tr>
<tr>
<td>32</td>
<td>Interconnection Customer to complete installation of Generator Facility protection relays</td>
</tr>
<tr>
<td>33</td>
<td>Interconnection Customer to complete installation of Meter Structure including PT/CT and meter cabinet</td>
</tr>
<tr>
<td>34</td>
<td>Interconnection Customer to provide 125 Volt DC power to meter cabinet</td>
</tr>
<tr>
<td>35</td>
<td>Interconnection Customer to provide 24 hour access number to Transmission Provider or ring down line from Generator Control Room ESCC</td>
</tr>
<tr>
<td>36</td>
<td>Interconnection Customer to initiate application for Standby Service</td>
</tr>
<tr>
<td>37</td>
<td>Interconnection Customer to provide Transmission Provider testing commissioning schedule for generator start up</td>
</tr>
<tr>
<td>38</td>
<td>Interconnection Customer to complete Interconnection Customer Interconnection Facilities (provide notice to Transmission Provider in writing) Notice must be provided at least 1 week prior to In-Service Date</td>
</tr>
<tr>
<td>39</td>
<td>Interconnection Customer to provide either: (1) documentation showing how the Interconnection Customer will meet the IRS Notice 2016-36 “Safe Harbor” provision or (2) Cash to the Transmission Provider for CIAC tax gross up for the Transmission Provider Interconnection Facilities at the applicable rate</td>
</tr>
<tr>
<td>40</td>
<td>Interconnection Customer to provide steady state and dynamic models to comply with NERC Standards MOD-025-2, MOD-026-1, and MOD-027-1, based on actual generator testing and settings. Dynamic data to be provided in PSLF format, other data to be based off of actual manufacturer nameplates and test reports.</td>
</tr>
</tbody>
</table>

Agreed to by:
For the Transmission Provider

For the Interconnection Customer

Date 10/20/2022
Date 10/14/2022
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>Interconnection Customer to provide signed Grant of Easement, Access Easement, Access to Equipment Easement Agreement, Transmission Use Agreement and other required documents to Transmission Provider</td>
</tr>
<tr>
<td>42</td>
<td>Interconnection Customer to execute a Standby Service Agreement</td>
</tr>
<tr>
<td>43</td>
<td>Interconnection Customer to request generator pre-energization meeting</td>
</tr>
<tr>
<td>44</td>
<td>Interconnection Customer and Transmission Provider to hold Pre-energization Meeting to review final Operating Procedures provided by the Transmission Provider</td>
</tr>
<tr>
<td>45</td>
<td>Interconnection Customer to commence sending the WECC 4 day forecast availability notice to the Transmission Provider</td>
</tr>
<tr>
<td>46</td>
<td>Interconnection Customer to provide a letter to the Transmission Provider acknowledging in writing that all plant systems are adequately protected and have been tested prior to energization</td>
</tr>
<tr>
<td>47</td>
<td>Interconnection Customer Facility Calibration and Trip Testing - Interconnection Customer to Coordinate with the Transmission Provider</td>
</tr>
<tr>
<td>48</td>
<td>Interconnection Customer and Transmission Provider to complete the PRC-001 System Protection Coordinator Letter</td>
</tr>
<tr>
<td>49</td>
<td>In-Service Date</td>
</tr>
<tr>
<td>50</td>
<td>Generator Testing Start Date - Provide notice to Transmission Provider within 30 days of Commercial Operation Date</td>
</tr>
<tr>
<td>51</td>
<td>Interconnection Customer to complete LGIA Appendix E and provide to the Transmission Provider when it is ready to declare COD within 1 day of commercial operation</td>
</tr>
<tr>
<td>52</td>
<td>Interconnection Customer to sign Transmission Provider’s SF 299 for assignment of ROW Grant to Transmission Provider for Transmission Tap one month after In-Service Date</td>
</tr>
<tr>
<td>53</td>
<td>Interconnection Customer to complete Section 7 form and submit to BLM for the &quot;Transmission Provider Interconnection Facilities&quot; - provide Transmission Provider copy of submittal for review one month after In-Service Date</td>
</tr>
<tr>
<td>54</td>
<td>Commercial Operation Date</td>
</tr>
<tr>
<td>55</td>
<td>Interconnection Customer to provide written notice to the Transmission Provider detailing how it continually meets the Safe Harbor Provision</td>
</tr>
<tr>
<td>56</td>
<td>Interconnection Customer to provide written notice to the Transmission Provider detailing how it continually meets the Safe Harbor Provision</td>
</tr>
<tr>
<td>57</td>
<td>Interconnection Customer to provide written notice to the Transmission Provider detailing how it continually meets the Safe Harbor Provision</td>
</tr>
</tbody>
</table>

Agreed to by:

For the Transmission Provider

[Signature]

Date 10/20/2022

For the Interconnection Customer

[Signature]

Date 10/14/2022
Service Agreement # 22-00056

| 58 | Interconnection Customer to provide written notice to the Transmission Provider detailing how it continually meets the Safe Harbor Provision |
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| 61 | Interconnection Customer to provide written notice to the Transmission Provider detailing how it continually meets the Safe Harbor Provision |
| 62 | Interconnection Customer to provide written notice to the Transmission Provider detailing how it continually meets the Safe Harbor Provision |
| 63 | Interconnection Customer to provide written notice to the Transmission Provider detailing how it continually meets the Safe Harbor Provision |
| 64 | Interconnection Customer to provide written notice to the Transmission Provider detailing how it continually meets the Safe Harbor Provision |

**Transmission Provider Milestones**

1. Transmission Provider Interconnection Facilities and Network Upgrades Completed
   
   Provided that all necessary approvals by Governmental Authorities are received, Interconnection Customer’s required facilities are constructed, tested and ready for service per Interconnection Customer milestones above, and the Interconnection Customer has provided required securities and notices to the Transmission Provider per Interconnection Customer milestones above.

   **Date**
   
   Provided that all necessary approvals by Governmental Authorities are received, Interconnection Customer’s required facilities are constructed, tested and ready for service per Interconnection Customer milestones above, and the Interconnection Customer has provided required securities and notices to the Transmission Provider per Interconnection Customer milestones above.

Agreed to by:

For the Transmission Provider [Signature] 

For the Interconnection Customer [Signature] 

Date 10/20/2022

Date 10/14/2022
SGIA Attachment 5: Additional Operating Requirements for the Transmission Provider’s Transmission System and Affected Systems Needed to Support the Interconnection Customer’s Needs

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

The following shall be the additional operating requirements that must be met by generator interconnection customers prior to operating in parallel with the Transmission Provider’s System.

1. **Operating Procedures.** The Interconnection Customer will be provided generator Electrical System Control Center (ESCC) operating procedure requirements that the Interconnection Customer must follow in order to interconnect its facilities to NV Energy’s transmission system and to operate its interconnected facilities. The generator ESCC operation procedure requirements includes operating protocols and standards required to be followed by the IC related to, but not limited to, the following:
   a. Demarcation of ownership of facilities and assignment of responsibilities between the Transmission Provider (TP) and Interconnection Customer;
   b. Certification process for electrical system control center qualified personnel
   c. Process and procedures for switching operations
   d. Communication protocols for switching operations
   e. Generator synchronization procedures
   f. Notice requirements prior to undertaking switching activities
   g. Process and procedures for making modifications to equipment
   h. Minimum access rights requirements
   i. Outage coordination requirements
   j. Clearance procedures (i.e., lock-out/tag-out)
   k. Personnel training and orientation requirements
   l. General notification requirements

2. **Standards.** The Interconnection Customer will be required to meet all applicable North American Electric Reliability Corporation (NERC) and/or Western Electricity Coordinating Council (WECC) standards, variances, criteria and guidelines; as such standards may be amended from time to time. The latest revision of the ‘Glossary of Terms Used in NERC Reliability Standards’, including the term ‘Bulk Electric System’, should be referred to when determining applicability. Below is a list, including but not limited to, some standards that may apply.
   a. Automatic Generation Control:
      BAL-005-0.2b (R1.1)
   b. Cybersecurity:
      CIP-002-5.1a through CIP-011-2 (All)
   c. Communications:
      COM-001-2.1
      COM-002-4
   d. Emergency Preparedness and Operations:
e. Facilities Design, Connections, and Maintenance:
   FAC-001-2
   FAC-002-2
   FAC-003-4
   FAC-008-3
f. Modeling, Data and Analysis:
   MOD-025-2
   MOD-026-1
   MOD-027-1
   MOD-032-1 Protection and Control:
   PRC-001-1.1(ii)
   PRC-004-5(i)
   PRC-005-6
   PRC-006-2
   PRC-019-2
   PRC-023-4 (Applicable if there is a lead line)
   PRC-024-2
   PRC-025-1
g. Transmission Operations:
   TOP-001-3
   TOP-003-3
h. Voltage and Reactive Control, Network Voltage:
   VAR-001-4.1
   VAR-002-4
   VAR-002-WECC-2
i. VAR-501-WECC-2 Accurate models of generators and associated controls are necessary for realistic simulations of the electric power system of the western interconnection. Baseline testing and periodic performance validation are required to ensure that the dynamic models and databases that are used in the grid simulations are accurate and up to date. All generator dynamic model testing to be performed according to the WECC “Generating Unit Model Validation Policy”.
j. Any other applicable NERC Standards, as adopted by the WECC, or NERC, or their successor organizations, and as such standards may be amended from time to time, as requested by the TP.

3. **Under-Frequency and Over-Frequency Conditions**. In the event of an under-frequency system disturbance, the Transmission System is designed to automatically activate a load-shedding program, pursuant to the requirements set forth by the WECC/NERC, or their successor organizations. The Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Small Generating Facility as required by the WECC/NERC or their successor organizations, to ensure “ride through” capability of the generator on the Transmission System. The Small Generating Facility’s response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be provided to the TP, and its response to frequency deviations.
shall be coordinated with the Transmission Provider in accordance with Good Utility Practice. The term “ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, as required in accordance with Good Utility Practice.

4. Generating Facility Communications and Protection Requirements:
   1. Communications Requirements—Generating Facility Telemetry:
      a. Generating Facility telemetry outputs:
         i. Generator Plant total MW, MVAR, 3-phase amps, 3-phase volts (L-G referred to L-L) and accumulated MW-hr in and out. Fiber will be required if the distance between the meter and the Transmission Provider’s RTU exceeds 1500 feet.
      b. Hard-wired open/closed indication for transformer circuit breaker/circuit switcher to Transmission Provider’s Energy System Control Center (ESCC);
      c. Plant transformer protection lockout status (one for each transformer, GSU, Unit Aux, or Station Service where connected to the POI high side bus);
      d. Condition signal indicating status of percentage of plant output availability to ESCC Control Room on a continuous basis;
      e. Interconnection Customer to provide SCADA capability to transmit real-time data output from the weather measurement equipment of the geothermal plant. Data collection shall be provided by customer from each individual (if more than one) weather station totalized such that there is one indication per point. Customer shall provide data using Transmission Provider accepted protocol or hardwired directly to Transmission Provider’s RTU;
      f. Interconnection Customer shall provide forecasted hourly geothermal plant energy production data consistent with WECC-defined operational planning requirements and Energy Imbalance Market requirements, (1 week forecast) including updates to all forecast hourly output values no less frequently than once per calendar day. Such forecasts shall be based on numerical weather prediction (NWP) models. Interconnection Customer shall provide data using Transmission Provider accepted protocol directly to Transmission Provider;
      g. Interconnection Customer shall provide any environmental data that may impact the percentage of the Generating Facility output availability (i.e., low temperature, high wind and/or trip settings);
      h. Tripped/Reset indication of all GSU and line protection lockouts – totalized such that there is one indication per GSU;
      i. Alarms for loss of communication aided protection for line protection relays shall be provided via soft points from the Customer’s RTU or SCADA/DCS system;
      j. Load Tap Changer (LTC) indication tap position and manual on/off indication (if GSUs are equipped with LTC); and
      k. Note—RTU at plant to which output will be delivered is to be designated as the master RTU. The Interconnection Customer will supply an interface that will allow the Transmission Provider’s RTU to be the master (polling) device.

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1 As defined in Section I.1.13D “Energy Imbalance Market (EIM)” of the Nevada Power Company Open Access Transmission Tariff.
2. Generating Facility control points – Transmission Provider will require the following control points:
   a. Trip control of transformer main 55 kV breaker

3. Inverter-Based Resource Performance Requirements
   a. Momentary Cessation: Inverter-Based Resources must continuously inject current within the ‘No Trip Zone’ as defined under PRC-024
   b. Phase Jump Immunity: Inverter-Based Resources may be required to demonstrate the ability to avoid tripping during instantaneous phase angle changes due to events on the system, if required
   c. Capability Curve: Inverter-Based Resources should provide overall active and reactive capability curves. The reactive capability must be dynamic.
   d. Active Power – Frequency Controls: The active power-frequency control system, and overall response of the inverter-based resource (plant), should meet the following performance aspects:
      i. The active power-frequency control system should have an adjustable proportional droop characteristic with a default value of five percent. The droop response should include the capability to respond in both the upward (underfrequency) and downward (overfrequency) directions. Frequency droop should be based on the difference between maximum nameplate active power output (Pmax) and zero output (Pmin) such that the five percent droop line is always constant for a resource.
      ii. If the active power-frequency control system has a deadband, it should be a nonstep deadband that is adjustable between 0 Hz and the full frequency range of the droop characteristic with a default value not to exceed ±0.036 Hz.
      iii. Inverter-based resources may consider a small hysteresis characteristic where linear droop meets any deadband to reduce dithering of inverter output when operating near the edges of the deadband. The hysteresis range should not exceed ±0.005 Hz on either side of the deadband. If measurement resolution is not sufficient to measure this frequency, hysteresis should not be used.
      iv. Dynamic Active Power-Frequency Control Requirements
         1. Reaction Time < 500 ms
         2. Rise Time < 4 sec
         3. Settling Time < 10 sec
         4. Overshoot < 5%
         5. Settling Band < 2.5%
   e. Fast Frequency Response: Inverter-Based Resources must be capable of suppressing changes in system frequency during dynamic events.
   f. Reactive Power-Voltage and Reactive Current-Voltage Control: Inverter-Based Resources must be capable of meeting the following requirements:
      i. For Small Disturbances (where voltage stays within the continuous operating range)
         1. Reaction Time < 500 ms
2. Rise Time < 1-30 sec
3. Overshoot < 5%

ii. For Large Disturbances (where voltage falls outside the continuous operating range)
   1. Reaction Time < 16 ms
   2. Rise Time < 100 ms
   3. Overshoot requirement may be defined as required

iii. Reactive Power During No Active Power Output: Inverter-Based Resources must be capable of providing reactive power independent of the status of real power output

g. Inverter Current Injection During Fault Conditions
   i. NVE will require and may dictate expected fault current contribution during and after system disturbances in order to properly coordinate and ensure reliable operation of the projection system

h. Return to Service Following Tripping
   i. Inverter-Based Resources, after tripping offline, may have specific operational requirements in order to return to service

i. Balancing
   i. Inverter-Based Resources may require defined maximum active power ramp rates in both directions to prevent large power swings
   ii. Inverter-Based Resources may be required to receive Automatic Generation Control (AGC) dispatch signals if required.

j. Protection Settings
   i. Generator trip settings must be set such that Inverter-Based Resources will only trip if required to prevent damage to equipment
   ii. PRC-024 and the associated “no trip zone” are NOT a “must trip zone” and should not be used as a recommendation for frequency and voltage trip settings for Inverter-Based Resources
   iii. DC reverse current protection and phase lock loop (PLL) loss of synchronism should not result in inverter tripping within the “no trip zone” of PRC-024

k. Power Quality
   i. Inverter-Based Resources may be required to demonstrate minimum power quality requirements if adverse impacts are identified
   ii. Power quality monitoring may be performed during testing and during operations to ensure harmonic distortion issues are not created
   iii. The generator owner must notify NV Energy of any changes to the facility or inverter programming that could impact power quality
SGIA Attachment 6: Transmission Provider’s Description of its Upgrades and Best Estimate of Upgrade Costs

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

1. Cost Estimate & Responsibilities: The following cost estimates are required to bring the plant up to current operating standards:

a. Interconnection Customer’s Interconnection Facilities: Interconnection Customer


<table>
<thead>
<tr>
<th>COMPANY MM INTERCONNECTION COSTS</th>
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<tbody>
<tr>
<td>Project Component</td>
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<td>-------------------</td>
</tr>
<tr>
<td>Communication</td>
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<tr>
<td>Transmission Lines</td>
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<tr>
<td>Metering</td>
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<tr>
<td>Substation/Protection</td>
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<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

The costs quoted in this SGIA are estimates based on the results of studies conducted during the Standard SGIP phases of the interconnection process. These costs will be reviewed and updated, as needed, during construction. All costs will be true to actual after the completion of the Project and all costs have been recorded, consistent with Article 5 of this SGIA. These estimates do not include any tax gross-up.

c. Individual Network Upgrades (NU): None


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<thead>
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<td>Substation/Protection</td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>
e. Direct Assignment Costs: [Redacted] – Responsibility of the Interconnection Customer

<table>
<thead>
<tr>
<th>Project Component</th>
<th>Scope Description</th>
<th>Direct Assignment $M’s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lands/Environmental</td>
<td>Generator support/review – Lands/Environmental</td>
<td></td>
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<tr>
<td></td>
<td>TOTAL</td>
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2. Operation and Maintenance Responsibilities:
   (a) Upon completion of construction, the Parties shall have responsibilities for operation and maintenance of the Interconnection Facilities, Network Upgrades and Distribution Upgrades as follows:
   1) Interconnection Customer’s Interconnection Facilities shall be operated and maintained by the Interconnection Customer;
   2) Transmission Provider’s Interconnection Facilities shall be operated and maintained by the Transmission Provider and paid for by the Interconnection Customer;
   3) Stand Alone Network Upgrades shall be operated and maintained by the Transmission Provider;
   4) Network Upgrades shall be operated and maintained by the Transmission Provider; and
   5) Distribution Upgrades shall be operated and maintained by the Transmission Provider.

(b) The Interconnection Customer shall be responsible for payment of the actual costs incurred by the Transmission Provider for operation and maintenance of the Transmission Provider’s Interconnection Facilities.