

**RESTATED AND AMENDED**  
**INTERCONNECTION AND INTERCHANGE AGREEMENT**  
**between**  
**NEBRASKA PUBLIC POWER DISTRICT**  
**and**  
**CITY OF CRETE, NEBRASKA**

This Restated and Amended Interconnection and Interchange Agreement (Agreement) is made and entered into effective the 1<sup>st</sup> day of April 2025, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the City of Crete, a municipal corporation and political subdivision of the State of Nebraska (Customer). NPPD and the Customer, respectively, being sometimes hereinafter referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, NPPD owns, leases or purchases the output of, and operates or has operating control over, certain electric generating facilities together with a transmission system and various distribution systems and is engaged in the generation, purchase, transmission, distribution and sale of electric power and energy at retail and at wholesale; and

WHEREAS, the Customer owns and operates an electric distribution system, and said electric system is located within and connected to NPPD's electric system; and

WHEREAS, the Customer may, from time to time, receive power and energy from, or deliver power and energy to, NPPD or other parties which are not signatory to this Agreement, and NPPD's electric system is used for the transmission of power and energy received from or delivered to such other parties; and

WHEREAS, NPPD and the Customer wish to set forth the criteria governing the interconnected operation of their respective electric systems and the interchange of power and energy associated with said interconnected operation; and

WHEREAS, Customer and NPPD desire to replace the Interconnection and Interchange Agreement dated August 28<sup>th</sup>, 1992.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

## I. TERM

This Agreement shall become effective on the date first above written and, unless terminated as provided herein, shall continue in force through December 31, 2034, and thereafter from year to year unless terminated by at least two (2) years prior written notice given by either Party to the other, which notice can be given at any time on and after December 31, 2032; provided, however, no such termination shall be effective unless (1) a success to this Agreement has been entered into between the Parties which is a replacement to this Agreement or (2) the electric system facilities of the Parties are no longer interconnected as set forth herein.

## II. INTERCONNECTION

### A. Facilities

As of the effective date of this Agreement, the electric systems of the Parties are directly connected at the Point(s) of Interconnection identified in Exhibit A which is attached hereto and incorporated herein by this reference. Exhibit A may be revised from time to time by mutual agreement of the Parties.

Except for transmission facilities which after April 1, 2009, will be planned for and provided for by Southwest Power Pool (SPP) as the transmission provider, NPPD shall provide facilities with adequate capacity to deliver the total power and energy requirements of the Customer to the Point(s) of Interconnection identified in Exhibit A. NPPD's planning for such facilities and adequate capacity shall be based upon, but is not limited to, information required to be provided by the Customer under Section III, subpart D. The Customer shall provide facilities of adequate capacity to deliver its total power and energy requirements from the Point(s) of Interconnection identified in Exhibit A.

Each Party shall be responsible for the proper operation and maintenance of the facilities which it owns, including but not limited to those facilities identified in Exhibit A hereto, and shall grant to the other Party the right of ingress and egress over and on its property for the purpose of installing, removing, operating and maintaining such facilities as may be necessary for such other Party to fulfill its obligations pursuant to this Agreement.

The Parties have agreed on milestones for which each Party is responsible and list them in Exhibit A 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 (i) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (ii) request appropriate revisions to Exhibit A. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such revision to Exhibit A unless (i) it will suffer significant uncompensated economic or operational harm from the delay, (ii) attainment of the same milestone has previously been delayed, or (iii) 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 revision to Exhibit A.

B. Metering

The electric power and energy delivered through the Point(s) of Interconnection, and all net electrical power and energy generation (if applicable), shall be measured by nonreversible kilowatt-hour meters and kilowatt demand meters that record on applicable time increments, capable of producing reports, located at the Point(s) of Measurement identified in Exhibit A. All meter tests and billing adjustments resulting from inaccurate meter registrations shall be accomplished as follows: The metering shall be tested in accordance with applicable regulatory requirements, and at such other times as the owner elects at the owner's expense. Either Party may request additional tests. In the event a Party requests a test, other than the aforementioned routine tests, and the meter is found to be accurate within 2%, the Party requesting the test shall bear the cost of the test. If the inaccuracy exceeds the 2%, the owning Party shall bear the cost of the test, and the readings of the meters taken within a thirty (30) day period prior to the test shall be adjusted. There will not be any correction of meters for readings more than thirty (30) days preceding the test. All meters when tested will be adjusted to within one percent (1%) plus or minus or correct registration at full load rating of the meter. Each Party shall be responsible for testing its own metering equipment.

If the Customer needs metered data, NPPD will provide energy pulses through a three-wire, dry contact interface (aka-"Form C") and an isolation device provided by NPPD at the expense of the Customer. For metered data requirements other than the Form C energy pulses, NPPD will provide metering potential and current transformer secondary to the Customer for the purpose of installing NPPD approved metering equipment. Any changes to the secondary equipment shall require approval and

checkout by NPPD to ensure the accuracy of NPPD metering equipment is maintained. All labor, transportation and materials associated with the installation and maintenance of equipment required to provide metered data shall be at the expense of the Customer.

Instrument transformers and associated wiring to meter net generation (if applicable) shall be owned and maintained by the Customer and shall be metering accuracy class, in accordance with requirements for revenue quality electric metering equipment. If metering, instrument transformers and/or associated wiring is failed and/or is determined to be outside of metering accuracy requirements, the owner shall correct affected equipment within thirty (30) days of initial discovery. Metering will then be retested for accuracy by the meter owner after repairs are completed. If NPPD needs metered data for the Customer's generation (if applicable), Customer shall provide to NPPD access to associated instrument transformers and associated wiring to allow NPPD to install metering; provided, however, such metering shall be installed by NPPD in a manner which ensures the accuracy of Customer owned metering utilizing such instrument transformers and associated wiring. Any changes to Customer owned metering equipment necessary to install NPPD owned metering shall require prior approval and checkout by Customer, to ensure the accuracy of Customer's metering equipment is maintained.

The Customer, as owner of switchgear at the point of net generation metering (if applicable), shall be responsible for providing proper labeling according to current National Electric Code/National Fire Protection Association arc-flash requirements.

#### C. Operations

The systems of the Parties shall be operated and maintained to minimize the likelihood of a disturbance originating in one Party's system causing impairment to the service of the other Party's system or any other system which either Party is interconnected.

To the extent it can be controlled, neither Party shall impose any abnormal load upon the facilities of the other Party in excess of their safe and proper capacity as determined by each Party with respect to facilities owned by it. If emergency conditions arise on the system of one Party which overloads the facilities of the other Party, the Party on whose system the emergency arises shall take steps immediately to reduce the load on such overloaded facilities to their safe and proper capacity, even though this may involve disconnecting load.

Each Party shall maintain utility responsibility for its own load and system operations.

The Customer shall be responsible for maintaining at the Point(s) of Interconnection the flow of reactive power into or out of its system so that Customer's net reactive power flow at said Points of Interconnection will be within 95 percent lagging or leading power factor, unless other arrangements have been made with NPPD's operating personnel. If the power factor requirement is not met, NPPD may require the Customer to install power factor correction equipment, at the Customer's expense.

The Parties have agreed on operational conditions for which each Party is responsible in Exhibit A of this Agreement. A Party's obligations under this provision may be extended by further mutual written agreement. If a Party anticipates that it will be unable to meet an operational condition (or conditions) for any reason other than a Force Majeure event, it shall immediately notify the other Party of the reason(s) for not meeting the operational condition(s) and (i) propose the earliest reasonable alternate date by which it can attain such operational condition(s).

### III. INTERCHANGE

Unless the Customer is obligated under more stringent requirements or standards, which are applicable to the Customer outside of this Agreement, it is understood by the Parties that the obligations and requirements for the Customer as set forth in this Section III shall be consistent with and comparable to the obligations and requirements applicable to other similarly situated entities that are interconnected with NPPD's electric system and which reside within the Balancing Authority Area for NPPD, which at the date of this agreement is SPP.

#### A. Adequate Capacity and Ancillary Services

The Customer shall maintain at all times during each month a combination of on-line generation capacity and firm capacity purchases to allow the Customer to meet its peak load, plus an amount for Ancillary Services if the Customer is providing Ancillary Services by self-supply. If the Customer does not self-supply such Ancillary Services, Customer shall purchase Ancillary Services from the transmission provider for NPPD (which is SPP at the date of this Agreement) per the transmission provider's requirements.

#### B. Schedules

The Customer or its assignee shall follow North American Electric Reliability Corporation (NERC) Reliability Standards pertaining to scheduling power and energy, and the requirements of SPP which at the date of this Agreement is the Balancing Authority for NPPD.

C. Transmission and Subtransmission

Effective April 1, 2009, NPPD joined SPP as a transmission owner, and placed its transmission system under the SPP Open Access Transmission Tariff (OATT) and SPP has become the transmission provider on the NPPD transmission facilities. All new requests for transmission service made after April 1, 2009, shall be made under the provisions of the SPP OATT. Effective March 1, 2014, SPP formed a Consolidated Balancing Authority including the former NPPD Balancing Authority Area, where Ancillary Services are now provided through the SPP OATT.

In the event SPP is ever replaced by a successor organization, or NPPD begins using a replacement transmission tariff for the SPP OATT, such successor organization tariff, and each replacement transmission service tariff shall succeed the SPP OATT or any other preceding transmission tariff under which NPPD has placed its transmission facilities.

Transformation service (from 115 kV to 69 kV or lower voltage) provided by NPPD for the Customer's load, which service is not provided under the SPP OATT, shall be governed by the terms and provisions of a separate Second Restated and Amended Network Firm Transmission Service Agreement effective January 1, 2006, between NPPD and Municipal Energy Agency of Nebraska (MEAN), as be amended or replaced (Second Restated and Amended Network Firm Transmission Service Agreement), where MEAN is Customer's wholesale supplier.

Subtransmission service, if any, provided by Norris Public Power District for the Customer's load shall be governed by the terms and provisions of other separate agreements between Norris Public Power District and Customer.

D. System Planning and Protection

No later than October 1 of each year, the Customer shall provide to NPPD the following information:

- (i) A ten (10) year projection of summer and winter peak demands with corresponding power factors and annual energy requirements on an aggregate basis for the Customer's loads. If there is more than one delivery point, such information shall be provided for the load to be served from each delivery point, for the normal operating configuration.

- (ii) A ten (10) year projection by summer and winter peak of planned generating capabilities and committed transactions (purchases) with third parties which resources are expected to be used by the Customer to supply the peak demand and energy requirements provided in item (i) above.

The information provided under this Section will be utilized for planning and protection purposes only, where such information will not be disclosed to third parties absent mutual consent or order of a court or regulatory agency.

E. Compliance with Applicable Reliability Standards

To the extent it is applicable to a Party(s); each Party will be responsible for determining its registration responsibility in accordance with NERC Rules of Procedure Section 500. Organizations listed in the NERC compliance registry are responsible for compliance with mandatory Applicable Reliability Standards and will be subject to NERC's and the Applicable Regional Entity's compliance and enforcement program.

To the extent it is applicable to a Party(s); each Party shall perform all of its obligations under this Agreement in accordance with Applicable Reliability Standards, and Good Utility Practice. To the extent a party is (i) required by Applicable Reliability Standards or allowed by Good Utility Practice to take any action, such Party shall not be deemed to be in breach of this Agreement or its compliance therewith solely as a consequence of taking such action, or (ii) prevented or limited from taking any action by Applicable Reliability Standards, such Party shall not be deemed to be in breach of this Agreement or its compliance therewith solely as a consequence of not taking such action.

For purposes of this Agreement, Good Utility Practice (Good Utility Practice) shall mean any of the practices, methods and acts at a particular time, which in the exercise of reasonable judgement in light of the facts, including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. In applying the standard Good Utility Practices to any matter under this Agreement, equitable consideration should be given to the circumstances, requirements and obligations of each of the Parties hereto and there shall be taken into account the facts that the Parties hereto are public corporations and political subdivisions of the State of Nebraska with prescribed statutory and legal powers, duties and responsibilities. It is recognized that Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather is intended to be any of the practices, methods, and/or actions generally accepted in the region.

F. No Transmission Delivery Service

This Agreement does not constitute a request for, nor provide for, any electric distribution or transmission service, and does not convey any right to deliver electricity to any specific customer or point of delivery. Such electric distribution or transmission service shall be arranged for and provided for under the SPP OATT or its successor, the applicable Transmission Service Rate Schedule, or separate other agreement(s) as may be applicable to such services.

G. Installation and Connection of Generation

If the Customer owns and operates electric generating facilities, or if the Customer plans to build, own, and operate electric generating facilities, the provisions of this subpart G shall apply. Notwithstanding whether said generating facilities are connected to the Customer's electric system or to NPPD's electric system, NPPD retains the right to request information pertaining to such generating facilities and to perform such technical studies as are necessary, in the sole judgment of NPPD, to allow NPPD to assess whether the connection and operation of such generating facilities will have any impacts on the electric system or operations of NPPD. NPPD shall request in writing such information as may be necessary for the conducting of said technical studies, and the Customer shall have financial responsibility for the cost of said studies. In the event the results of said technical studies indicate that the connection and operation of said generating facilities by the Customer will cause an adverse impact(s) on the electric system or operations of NPPD, the Parties shall cooperate in determining the desired means to remove such adverse impact(s), prior to connection and operation of said generating facilities. The Customer shall also have financial responsibility for the costs attributable to the removal of said adverse impacts. Additionally, the Customer shall be responsible for complying with any interconnection criteria of NPPD, prior to the connection and operation of said generating facilities. Following the completion of the initial studies, and the remedy of adverse impacts (if any) identified by said studies, should the design, configuration or operation of the Customer's generating facilities be changed or modified by the Customer, the parties recognize that such change or modification may initiate the need for additional subsequent studies to assess the impacts of such change or modification to the Customer's generating facilities.

If the connection and operation of said generating facilities is found to cause impact(s) on the NPPD transmission system facilities or its operation, or should the Customer desire to utilize the transmission system to deliver output from the generating facilities to other entities, the Customer shall comply with all applicable requirements of SPP



with respect to said generating facilities and/or Customer's use of the transmission system.

If the Customer is not receiving its total electric service requirements from a power supplier other than NPPD, Customer shall be responsible for arranging the necessary back-up service or standby service, or to prove to NPPD that it has sufficient other power supply contracts in place, to provide for the Customer's power supply requirements during such times when the Customer's generating facilities are not operating.

#### IV. RELATION TO OTHER AGREEMENTS

The Customer may enter into a contract with an entity other than NPPD, which contract provides for such agent to perform and be responsible for all or a portion of the obligations set forth in Section III of this Agreement, but the Customer shall not be relieved of its underlying obligations in Section III of this Agreement.

##### A. SPP Submittals

If the Customer (or its agent) is responsible for submitting certain information to SPP, and the same information is required to be submitted to NPPD under this Agreement, Customer (or its agent) shall provide to NPPD a copy, upon written request from NPPD, of such submittal to SPP to fulfill the Customer's obligation under this Agreement. For example, the Customer's obligation under Section III, subpart D, shall be fulfilled by furnishing a copy to NPPD of the Customer's SPP planning information submittal for load and capability. (Current SPP transmission planning submittals provided to NPPD in accordance with Article III, Section D of this Agreement are performed by MEAN in accordance with Section 4 of the Network Operating Agreement dated December 1, 2020, among SPP, NPPD and Customer, as may be amended or replaced. Customer would be notified by NPPD to provide such required submittals if MEAN or other successor entity was not completing those submittals.)

##### B. Subtransmission

As of the date of this agreement, Norris Public Power District and Customer have arrangements for emergency backup subtransmission service. The points of interconnection for emergency backup service are detailed in Exhibit A. The subtransmission arrangements between the Customer and Norris Public Power District are governed by other separate agreements.

## V. TRANSACTIONS

The Customer may, from time to time, arrange for the purchase of electric power and energy from, or the sale of electric power and energy to, NPPD or other parties not signatory to this Agreement. In all such instances, the Customer shall make all necessary arrangements for transmission services (including ancillary services) pursuant to the provisions of Section III of the Agreement, prior to the delivery of such power and energy. Billing for transmission services will be rendered in accordance with the criteria set forth in the SPP OATT or the applicable Transmission Service Rate Schedule in effect at that time. Terms governing sales and purchases between the Customer and NPPD shall be agreed to and documented in writing, prior to delivery of any such power and energy.

## VI. REPLACEMENT OF PRIOR AGREEMENT

When it is executed, this Agreement shall supersede and replace the Interconnection and Interchange Agreement between the Parties dated August 28<sup>th</sup>, 1992. Upon the effective date of this Agreement, said Interconnection and Interchange Agreement shall be null and void and without further force and effect.

## VII. GENERAL

### A. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the Parties; provided, however, no Party shall assign all or part of its rights or delegate all or part of its duties under this Agreement without the express written consent of the other Party which consent shall not be unreasonably withheld, and an assignment or delegation by a Party of all or part of its rights or duties shall not discharge such Party from its duties under this Agreement, whether consented to or not, unless such discharge is expressly provided by the written agreement of the other Party. An approved assignment or delegation shall not be deemed to permit any further or other assignment or delegation.

### B. Force Majeure

Neither Party shall be considered to be in default in the performance of any of its obligations, other than the obligation to make payments as provided in the Agreement, when a failure of performance shall be due to Force Majeure. The term "Force Majeure" as used herein shall mean any cause or causes not reasonably within the control and without the fault or negligence of the affected Party which wholly or partly prevents the performance of any of its obligations under this Agreement, including, without limitation by enumeration, acts of God, acts of the public enemy, acts of terrorism or threats

thereof (or actions to prevent the same), blockades, strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, labor and material shortages, boycotts, breakdowns of or damage to equipment or facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargos, inability to obtain a necessary license, permit or approval, acts of military authorities, acts of local, state or federal agencies and regulatory bodies, court actions, bankruptcy court actions, arrests and restraints. Force Majeure does not include any cause arising out of a Party's act of negligence or intentional wrongdoing nor mere economic hardship of a Party. Nothing contained herein shall be construed to require a Party to settle any strike or labor negotiation against its will.

If an event defined as Force Majeure occurs, and the affected Party is unable to carry out any of its obligations under this Agreement, then upon the affected Party giving written notice to the other Party of such Force Majeure, the affected Party's obligations shall be suspended from and after the date of the Force Majeure specified in the notice to the extent made necessary by such Force Majeure and during its continuance. The notice shall specify in detail (to the extent known) the nature of the Force Majeure, the obligations which the affected Party is unable to perform or furnish due to Force Majeure, and the affected Party's best estimate of probable duration of the Force Majeure. The affected Party shall use reasonable efforts to eliminate and cure such Force Majeure insofar as possible and with minimum delay, and to resume full performance of its obligations.

C. Waivers

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or other matter arising in connection herewith. Any delay short of the statutory period of limitation in asserting or enforcing any right shall not be deemed a waiver of such right.

D. No Third Party Rights

This Agreement and the rights and obligations hereunder are intended only for the benefit of the Customer and NPPD and shall not create any rights for or obligations to any other entity.

E. Governing Law, Regulatory Authority and Legal Actions

This Agreement is entered into under and shall be governed and construed by the laws of the State of Nebraska, and any legal action on or arising out of this Agreement shall be commenced and maintained only in Platte County District Court, State of Nebraska.

F. Modifications, Supplements, and Amendments

Any modification, supplement, or amendment of the provisions of this Agreement shall not be valid and effective unless contained in writing signed by the Parties.

G. Default

In the event a Party fails to perform or fulfill any material provision, obligation or condition under this Agreement, such failure shall be a breach under this Agreement. Upon a breach, the non-breaching Party may give written notice of such breach to the Breaching Party. Upon such notice being provided, the breaching Party shall have thirty (30) days from the receipt of said notice with which to cure the breach; provided, however, if such breach is not capable of cure within thirty (30) days, the breaching Party shall commence cure within (30) days after notice and continuously use reasonable efforts to completion; and if cured within such time, the breach specified in such notice shall cease to exist. In addition to the above, a breach on the part of the Customer or MEAN regarding Customer's load under the Second Restated and Amended Network Firm Transmission Service Agreement, as described in Article III Section C, shall also be a breach under this Agreement.

The failure of a breaching Party to cure its breach as set forth above shall be a default under this Agreement; provided, however, no default shall exist where such failure (other than the failure to make payments when due) is the result of Force Majeure as defined in this Agreement or the result of an act of omission of the other Party.

If a breach is not cured and a default occurs under this Agreement, the non-breaching Party shall have the right to declare a default and terminate this Agreement by providing written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or equity. The provisions of this Section G shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

**CITY OF CRETE, NEBRASKA**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NEBRASKA PUBLIC POWER DISTRICT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
to  
**RESTATED AND AMENDED**  
**INTERCONNECTION AND INTERCHANGE AGREEMENT**  
between  
**NEBRASKA PUBLIC POWER DISTRICT**  
and  
**CITY OF CRETE, NEBRASKA**

**Points of Interconnection (P):** 34.5 kV Bus of NPPD's 115/34.5 kV Crete Substation

**Point(s) of Measurement:**

**Tie Line (M1):** Low Side of NPPD's 115/34.5 kV Crete Substation

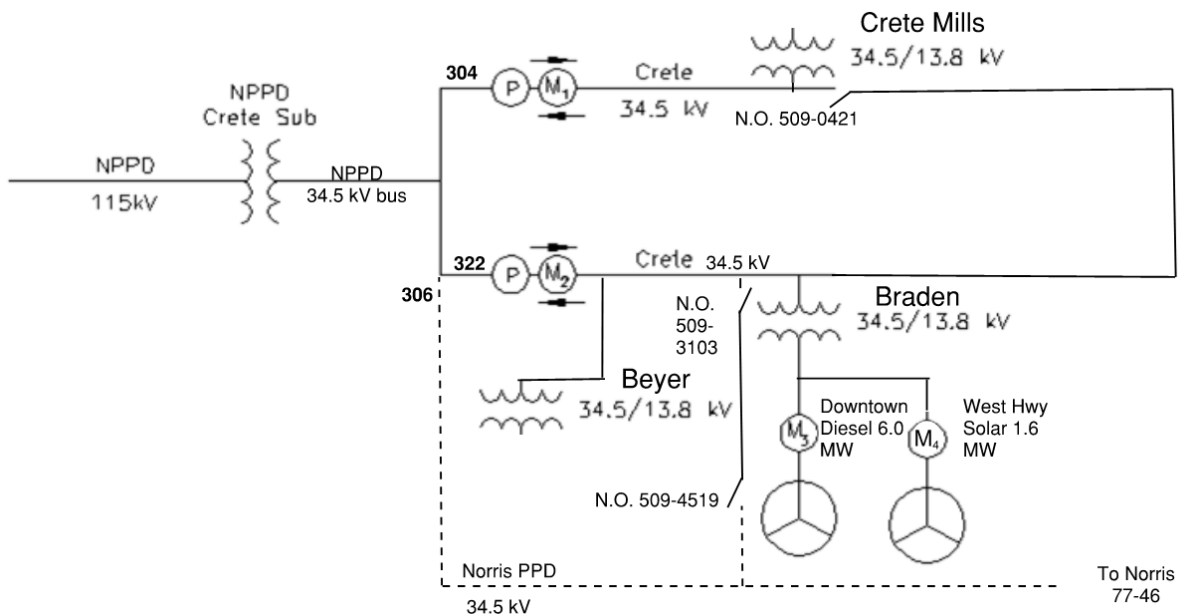
**Tie Line (M2):** Low Side of NPPD's 115/34.5 kV Crete Substation

**Generation**

**Diesel 6.0 MW (M3):** 13.8 kV Side of Generation Step-Up transformer

**Solar 1.6 MW (M4):** 13.8 kV Side of Generation Step-Up transformer

**One Line Diagram:**



## **Milestones and Operational Conditions:**

### Initial Real Time Metering:

The 1.6 MW solar generation will be limited to net output less than 500 kW, when no real time meter data is available to NPPD. If during this initial operation of the solar generation, the monthly meter data submitted to NPPD in accordance with this Exhibit A, demonstrates operation above 500 kW, NPPD will notify Customer that this initial operation of the solar generation is to end and the solar generation will only be allowed to operate upon either Interim or Final Metering installation and fully functioning operation.

### Interim Real Time Metering:

With the proposed 1.6 MW solar generation being greater than 500 kW, real-time metering is required for operational support when operating above 500 kW. Customer has a meter installed on the solar generation. Customer will coordinate with MEAN to telemeter real time meter data to MEAN. NPPD will receive the necessary real time data from MEAN via existing Inter Control Center Protocol (ICCP) link between MEAN and NPPD.

### Monthly Meter Data During Initial and Interim Metering:

If Customer and/or MEAN wishes to report the output of this solar generation as part of its Network Integrated Transmission Service (NITS) load reporting to SPP, the necessary meter data will need to be provided to NPPD within two (2) business days after the end of each month.

### Final Metering:

NPPD will install metering equipment on the 1.6 MW solar generation, in accordance with other separate agreements with Sandhills Energy, MEAN, and/or Customer as applicable. If necessary and applicable, Customer will provide access to NPPD for ingress and egress to the proposed location for NPPD-owned metering equipment with designated areas graded for NPPD personnel and equipment to access NPPD equipment.

### Ground Fault Overvoltage:

Customer has three (3) years from the effective date of this Agreement (which such timeframe may be extended if Customer is working diligently to complete upgrades, as determined by NPPD, in its sole discretion) to install the necessary equipment to protect against Ground Fault Overvoltage (GFOV) on the subtransmission system as identified in the impact study to operate generation in parallel with the grid or to provide an alternate solution to satisfy this requirement that is approved in writing by NPPD.

If during the three (3) year time period referenced above (or other such timeframe as agreed upon in writing by NPPD) a GFOV event would occur, the Customer would be responsible

for costs associated with repairs for damages to the NPPD and/or Customer systems caused by the generation operating during an unintentional island.

If Customer cannot complete the necessary system upgrades three (3) years from the effective date of this Agreement (or other such timeframe as agreed upon in writing by NPPD):

- 1) Customer would be required to isolate from the grid when generating by means of open transition, or momentary parallel to the system for no more than 100ms as defined per IEEE Standard 1547.1.3 and the requirements outlined in the Customer Owned Generation Manual, or
- 2) Customer would be required to have an automated curtailment system installed at the generating facility to restrict output of the generating facility based on the system loading levels that was identified in the impact study. The curtailment system would have to be in-service and its functionality tested with documentation satisfactory to NPPD, in its sole discretion, prior to operation.

#### Protection System Reclosing:

NPPD's subtransmission line breaker relays have instantaneous reclosing turned on by default to reduce the number of system outages. When synchronous or induction generation is installed on the subtransmission system or below parallel to the grid, NPPD will program a 5 second delay to avoid reclosing out of phase with the generator and allow the downstream generation to isolate. NPPD will maintain 34.5 kV line VT's on NPPD's Crete 115 kV Substation breaker 304 and 322 with relay settings programmed to delay reclosing so as to not impact the Customer. The Customer 34.5 kV system does intertie with Norris PPD's Subtransmission system which is served from NPPD's Crete 115 kV Substation breaker 306. NPPD will also maintain 34.5 kV line VT's on NPPD's Crete 115 kV Substation breaker 306 with relay settings programmed to delay reclosing so as to not impact the Customer in a contingency case. NPPD is not liable for any costs associated with damage to the synchronous or induction generation caused by the subtransmission line breaker closing out of phase from the generator.

#### Generation Capability to Inject to an SPP Transmission Facility:

If Customer's generation injects its output, net of loads, via Customer's connection, to an SPP functionally controlled facility (NPPD 115 kV disconnect switch on the high side of either the T-1 transformer or the T-2 transformer in NPPD's Crete 115kV Substation), Customer would either be required to register the applicable unit(s) with the SPP in its Integrated Marketplace, or install a curtailment scheme, where such curtailment scheme and its coordination with NPPD would be detailed in a revision to this Exhibit A.