

Appendix C

DISIS Phase II Documentation

**NEOSHO RIDGE
WIND PROJECT**
NEOSHO COUNTY, KANSAS

Rev.	Date	Description	By
0	02/13/20	ISSUED FOR CONSTRUCTION	UEI



6325 DIGITAL WAY
SUITE 460
INDIANAPOLIS, IN 46278



**ISSUED FOR
CONSTRUCTION**

3350 38th Avenue South
 Fargo, North Dakota 58104
 Phone: 701.280.8500
 Fax: 701.237.3191
 www.ulteig.com

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Bismarck - Denver - Detroit Lakes - Fargo - Sioux Falls - St. Paul
Design By: J. ABO
Drawn By: R. WESTBURY
Approved By: D. LUTZ
Project Number: 18.01123

**SUBSTATION
ONE LINE DIAGRAM
TRANSFORMER T1**

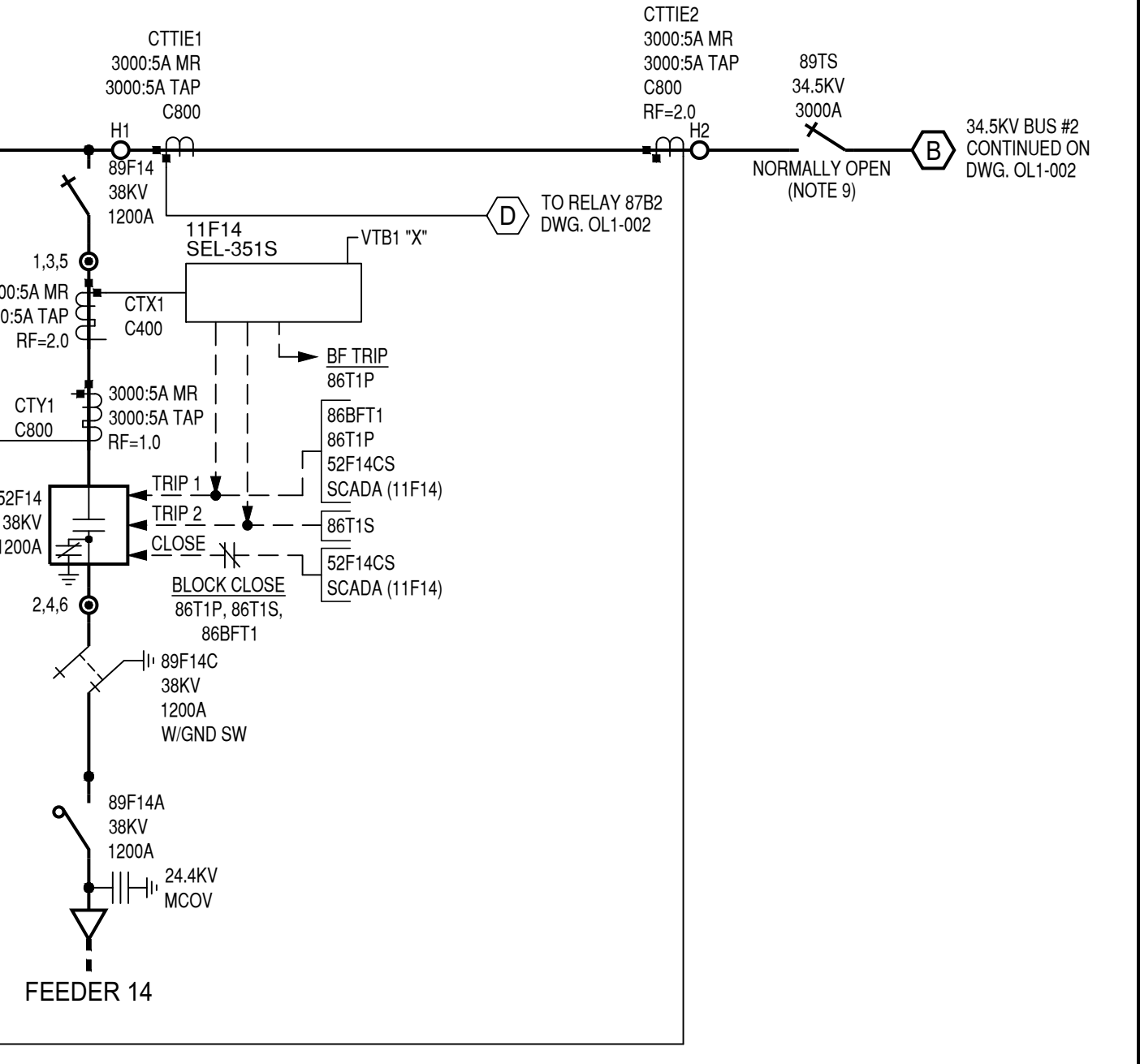
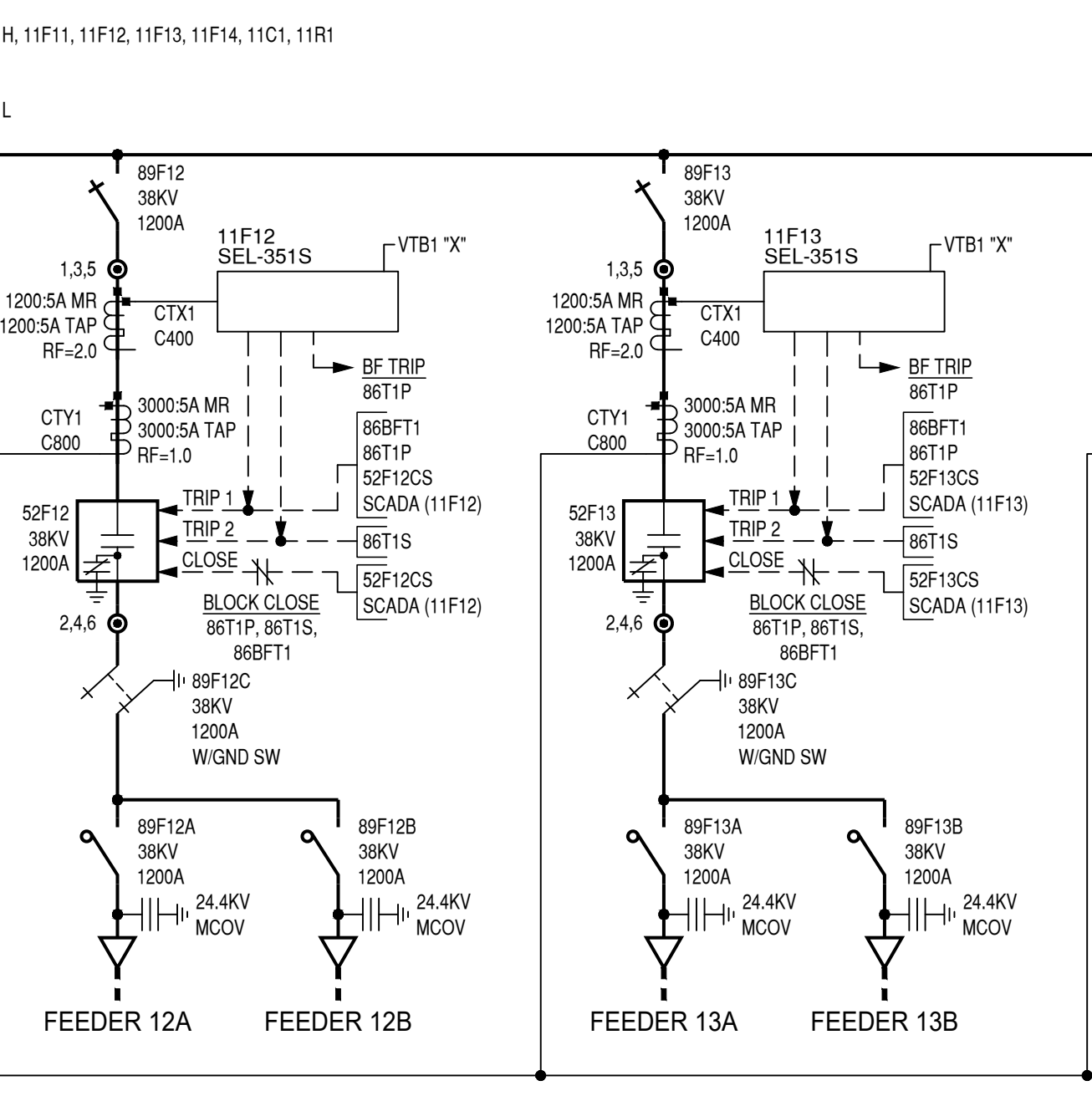
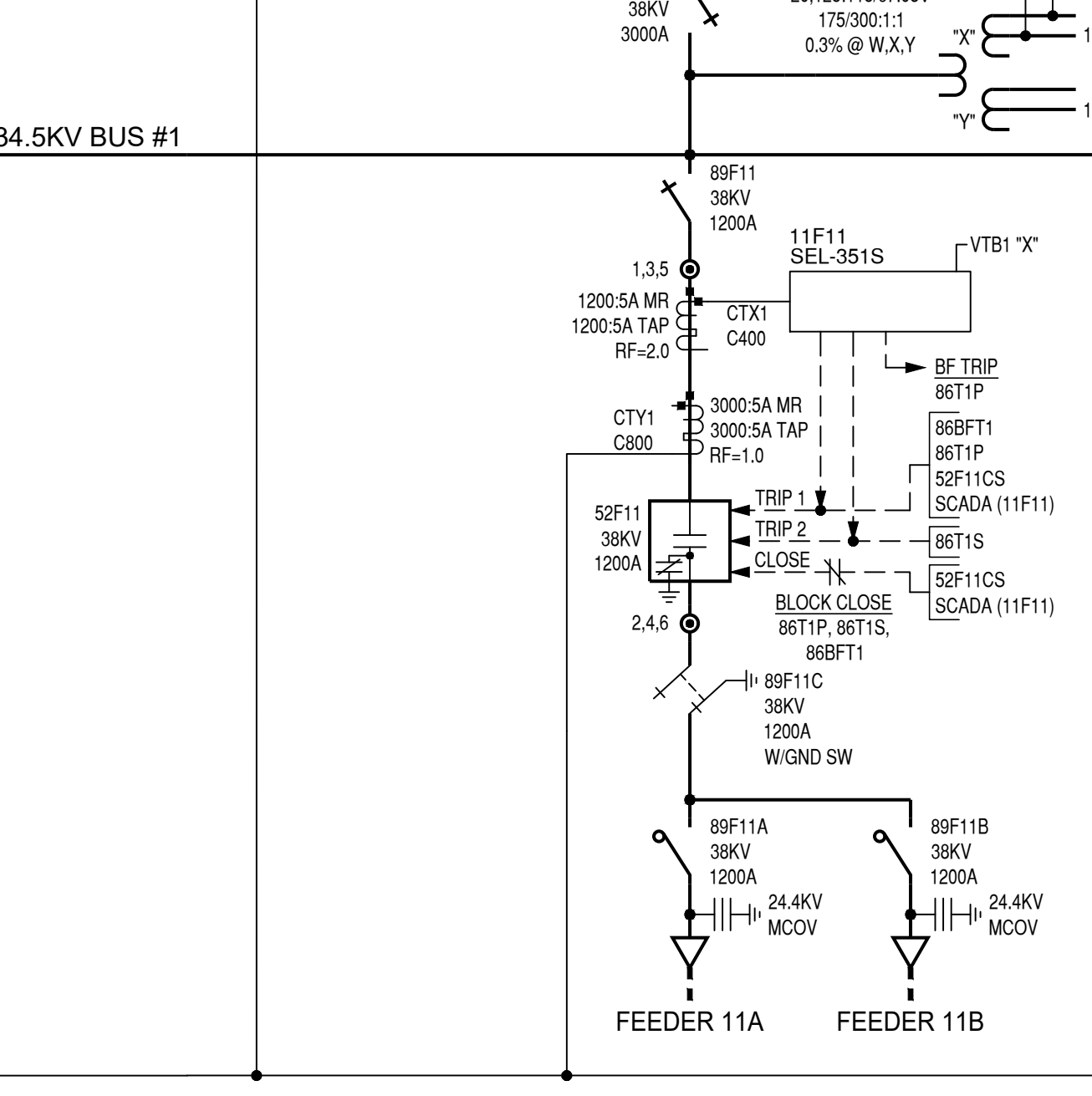
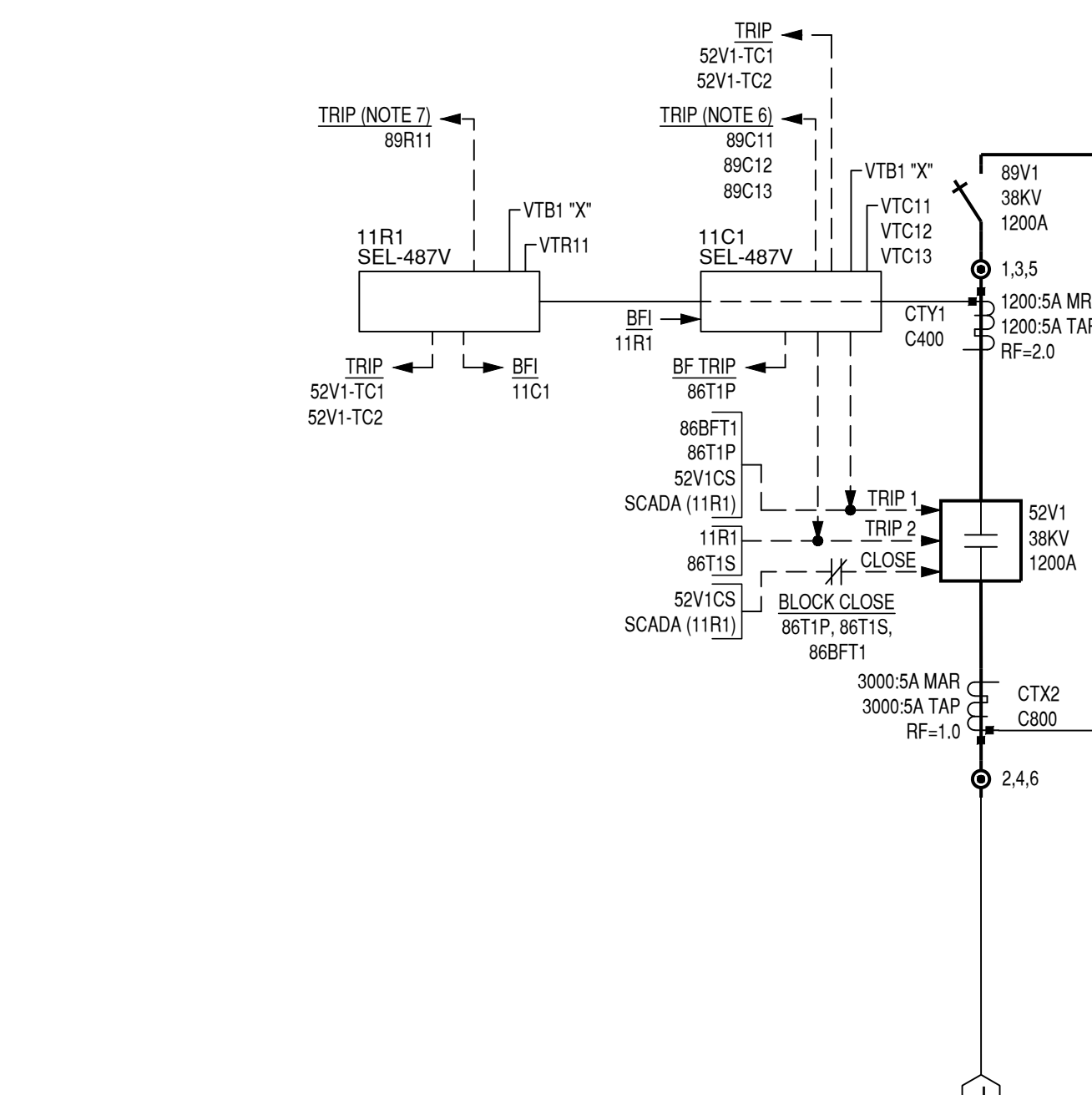
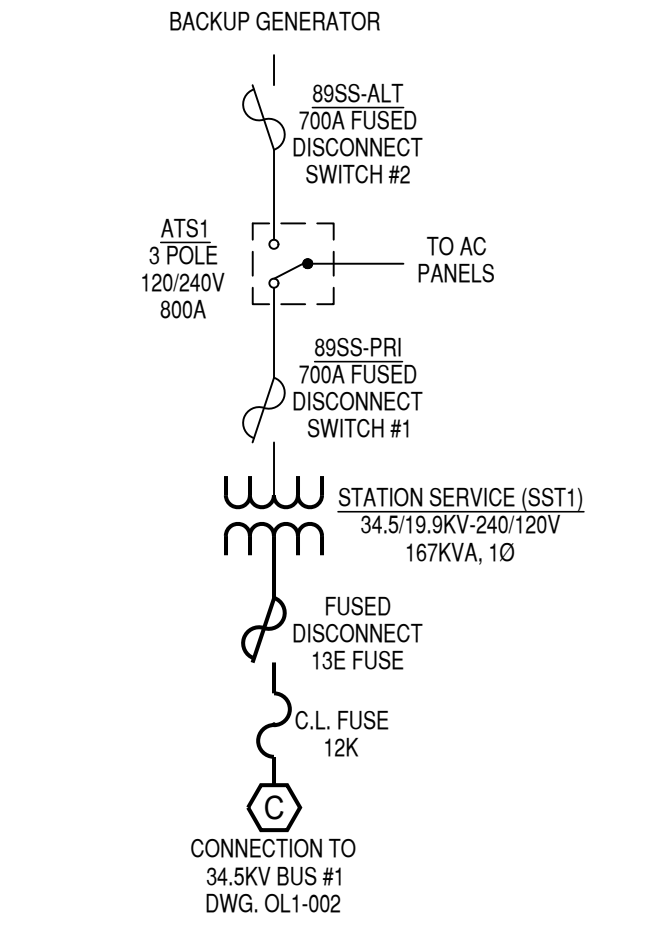
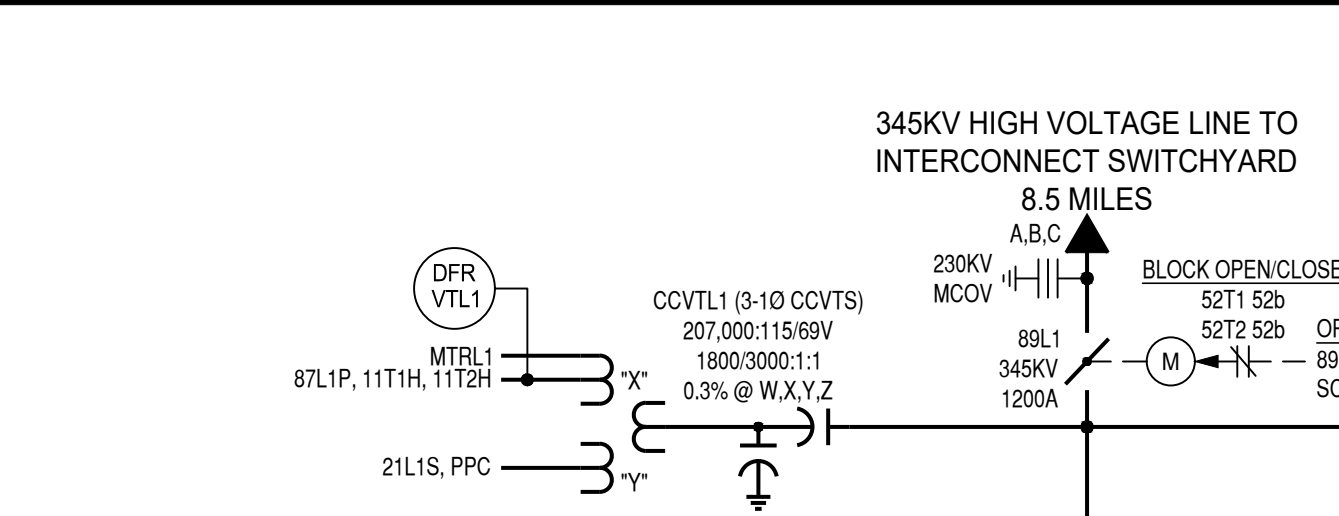
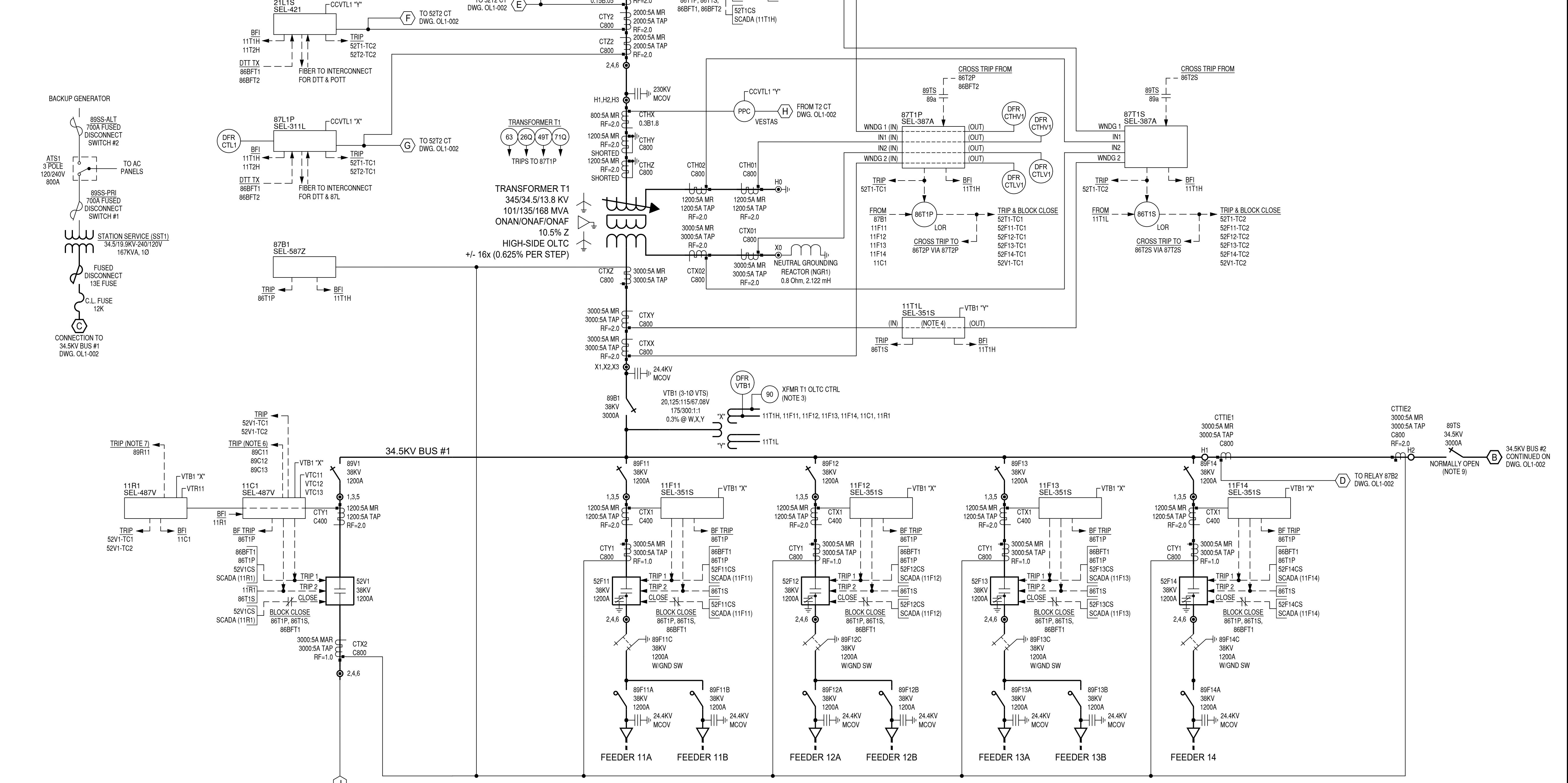
DRAWING NUMBER: **NEO-OL1-001** REVISION: **0**

PROTECTIVE RELAYING TABLE

REFER TO DL1-001 FOR DEVICE LEGEND AND ANSI FUNCTION LIST

DEVICE NAME	TYPE	ANSI C37 FUNCTIONS
87L1P	SEL-311L	21G, 21P, 27, 51G, 59, 81, 87L
21L1S	SEL-421	21G, 21P, 27, 51G, 59, 81, 67G, POTT
11T1H	SEL-351S	27B, 50BF, 59L, 62BF
87T1P	SEL-387A	51N, 51P, 87T, 87N
87T1S	SEL-387A	51N, 51P, 87T, 87N
87B1	SEL-587Z	87B
11T1L	SEL-351S	67G, 67P
11F11, 11F12, 11F13, 11F14	SEL-351S	27, 50BF, 50G, 50P, 51G, 51P, 59, 62BF, 81
11C1	SEL-487V	27, 50BF, 50G, 50P, 59, 62BF, 87V
11R1	SEL-487V	87V

- NOTES:**
- 345/34.5KV, 301 MW WIND FARM PROJECT
 - PPC=VESTAS POWER PLANT CONTROLLER
 - OLTC IS ON TRANSFORMER HIGH VOLTAGE WINDING. HIGH VOLTAGE TAP POSITION CHANGES WILL REGULATE THE 34.5KV BUS VOLTAGE.
 - CURRENT INPUT OF RELAY WIRED IN REVERSE POLARITY.
 - VERIFY CAPACITOR BANK GROUNDING SWITCH IS OPEN BEFORE ENERGIZING CAPACITOR BANKS.
 - 11C1 RELAY WILL TRIP 89C1# ONE SECOND AFTER BREAKER 52V1 IS OPENED.
 - 11R1 RELAY WILL TRIP 89R1# ONE SECOND AFTER BREAKER 52V1 IS OPENED.
 - CAP & REACTOR SWITCHERS ARE NOT RATED TO INTERRUPT FAULTS. NEUTRAL VOLTAGE UNBALANCED (87V) TRIPS WILL TRIP THE SWITCHER ONLY IF A FAULT DETECTOR IS NOT PICKED UP. IF A FAULT IS DETECTED THE ASSOCIATED BREAKER WILL BE TRIPPED. ALL OTHER PROTECTIVE TRIPS WILL TRIP BREAKER.
 - TIE SWITCH 89TS IS NORMALLY OPEN. TRANSFORMERS ARE NOT TO BE OPERATED IN PARALLEL. WHEN 89TS IS CLOSED, WIND FARM SHALL BE CURTAILED TO PREVENT LOADING ABOVE MPT NAMEPLATE RATING.
 - RELAY 87T1P AND 87T1S WILL FACILITATE CROSS TRIPS TO BUS #2 LOCK-OUT RELAYS WHEN THE TIE SWITCH 89TS IS CLOSED.



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SUBSTATION
ONE LINE DIAGRAM
TRANSFORMER T2

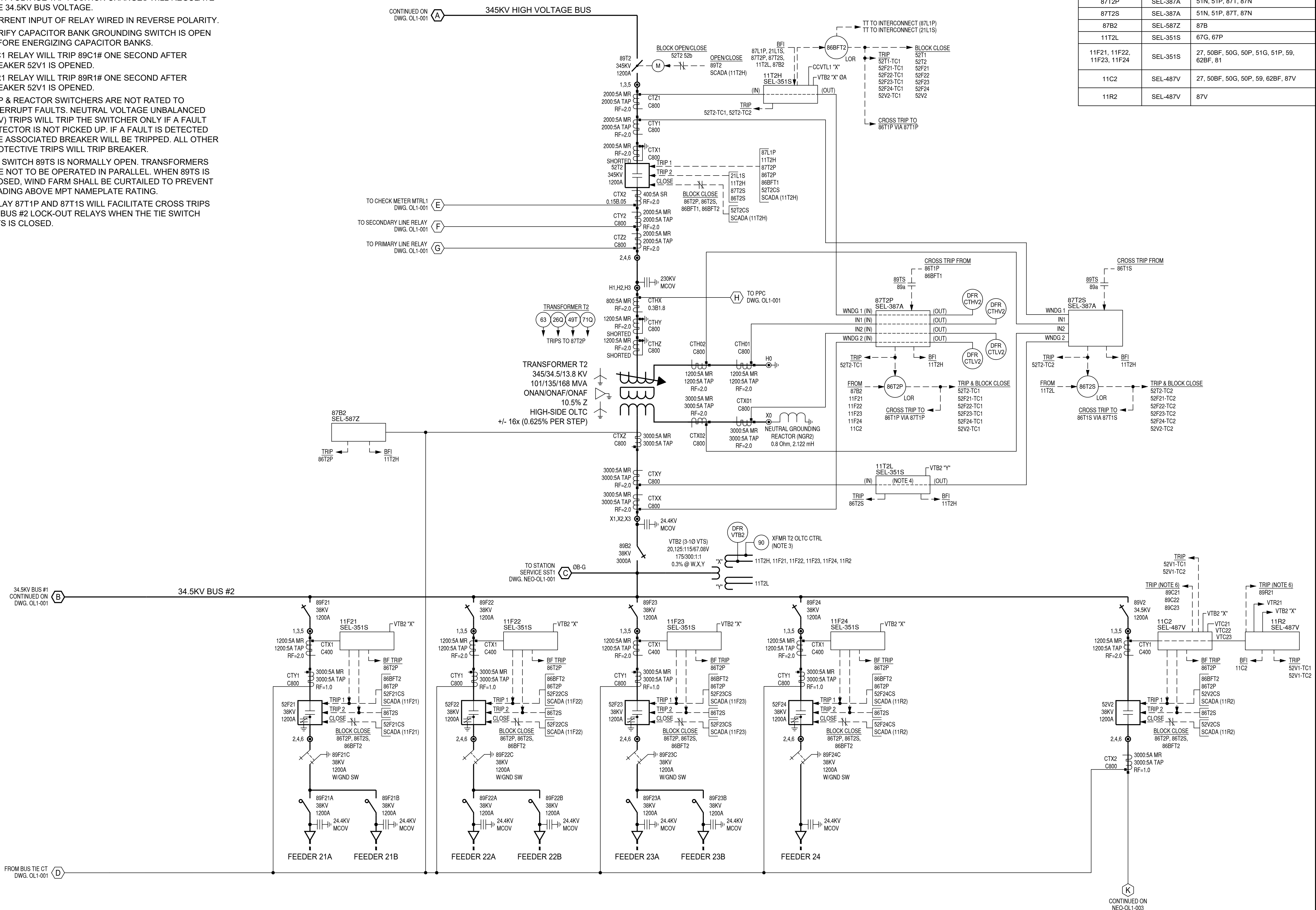
DRAWING NUMBER: NEO-OL1-002
REVISION: 0

PROTECTIVE RELAYING TABLE

REFER TO DL1-001 FOR DEVICE LEGEND AND ANSI FUNCTION LIST

DEVICE NAME	TYPE	ANSI C37 FUNCTIONS
11T2H	SEL-351S	27B, 50BF, 59L, 62BF
87T2P	SEL-387A	51N, 51P, 87T, 87N
87T2S	SEL-387A	51N, 51P, 87T, 87N
87B2	SEL-587Z	87B
11T2L	SEL-351S	67G, 67P
11F21, 11F22, 11F23, 11F24	SEL-351S	27, 50BF, 50G, 50P, 51G, 51P, 59, 62BF, 81
11C2	SEL-487V	27, 50BF, 50G, 50P, 59, 62BF, 87V
11R2	SEL-487V	87V

- NOTES:
- 345/34.5KV, 301 MW WIND FARM PROJECT
 - PPC=VESTAS POWER PLANT CONTROLLER
 - OLTC IS ON TRANSFORMER HIGH VOLTAGE WINDING. HIGH VOLTAGE TAP POSITION CHANGES WILL REGULATE THE 34.5KV BUS VOLTAGE.
 - CURRENT INPUT OF RELAY WIRED IN REVERSE POLARITY.
 - VERIFY CAPACITOR BANK GROUNDING SWITCH IS OPEN BEFORE ENERGIZING CAPACITOR BANKS.
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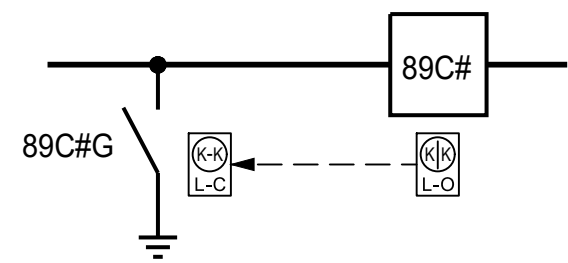
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**SUBSTATION
ONE LINE DIAGRAM**

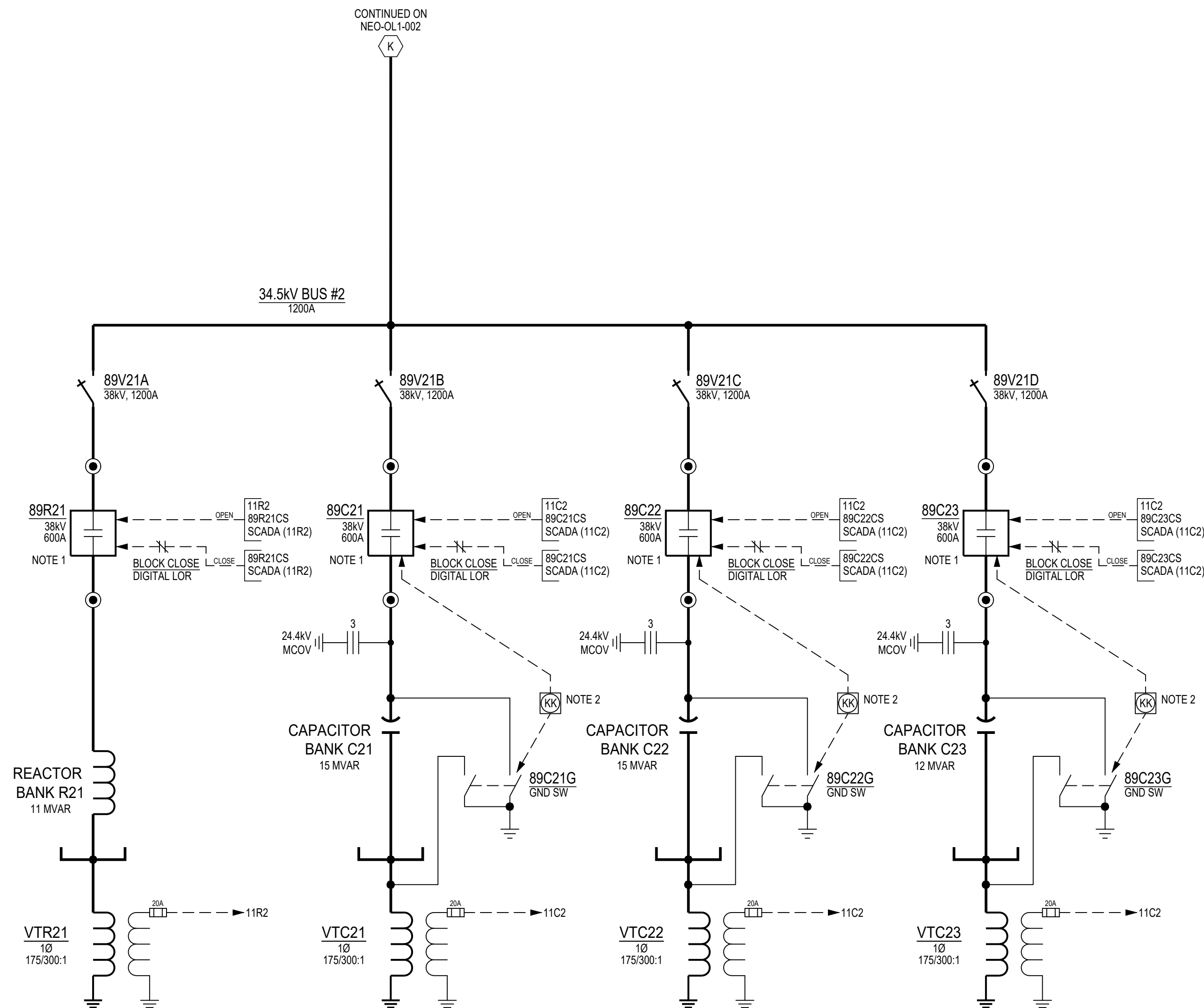
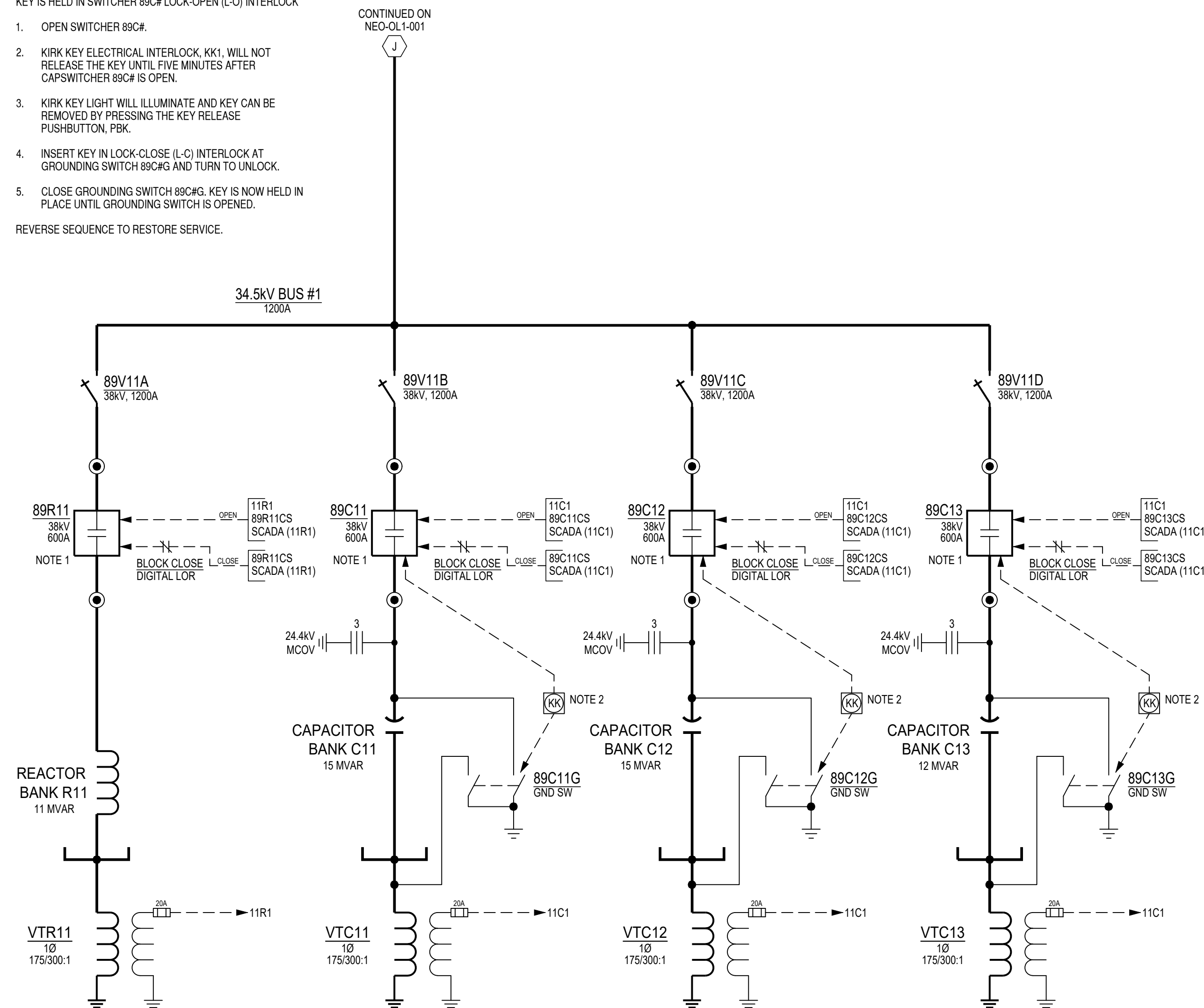
DRAWING NUMBER: **NEO-OL1-003** REVISION: **0**

- NOTE:**
- SWITCHER IS NOT RATED TO INTERRUPT FAULTS. NEUTRAL VOLTAGE UNBALANCED (87V) TRIPS WILL TRIP THE SWITCHER ONLY IF A FAULT DETECTOR IS NOT PICKED UP. IF A FAULT IS DETECTED THE ASSOCIATED BREAKER WILL BE TRIPPED. ALL OTHER PROTECTIVE TRIPS WILL TRIP THE BREAKER.
 - KIRK KEY INTERLOCKING SCHEME 4.



KEY IS HELD IN SWITCHER 89C# LOCK-OPEN (L-O) INTERLOCK

- OPEN SWITCHER 89C#.
 - KIRK KEY ELECTRICAL INTERLOCK, KK1, WILL NOT RELEASE THE KEY UNTIL FIVE MINUTES AFTER CAPSWITCHER 89C# IS OPEN.
 - KIRK KEY LIGHT WILL ILLUMINATE AND KEY CAN BE REMOVED BY PRESSING THE KEY RELEASE PUSHBUTTON, PBK.
 - INSERT KEY IN LOCK-CLOSE (L-C) INTERLOCK AT GROUNDING SWITCH 89C#G AND TURN TO UNLOCK.
 - CLOSE GROUNDING SWITCH 89C#G. KEY IS NOW HELD IN PLACE UNTIL GROUNDING SWITCH IS OPENED.
- REVERSE SEQUENCE TO RESTORE SERVICE.



Attachment A to Appendix 3A

**Definitive Interconnection System Impact
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE
DEFINITIVE INTERCONNECTION SYSTEM IMPACT STUDY**

The Definitive Interconnection System Impact Study will be based upon the information set forth in the Interconnection Requests and results of applicable prior studies, subject to any modifications in accordance with Section 4.4 of the GIP, and the following assumptions:

New switching station on Neosho (primary) to Caney River 345kV line (7.9 miles)

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, Transmission Owner and Transmission Provider]

**GENERATING FACILITY DATA FOR THE
DEFINITIVE INTERCONNECTION SYSTEM IMPACT STUDY**

UNIT RATINGS

Nameplate kVA _____ °F _____ Voltage _____
 Prime Mover type _____
 Power Factor: Lead _____ Lag _____
 Speed (RPM) _____ Connection (e.g. Wye) _____
 Short Circuit Ratio _____ Frequency, Hertz _____
 Stator Amperes at Rated kVA _____ Field Volts _____
 Max Turbine Power: Summer MW _____ °F _____
 Winter MW _____ °F _____

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H = _____ kW sec/kVA
 Moment-of-Inertia, $WR^2 = 14250$ lb. ft.²

REACTANCE DATA (PER UNIT-RATED KVA)

	DIRECT AXIS		QUADRATURE AXIS	
Synchronous – saturated	X_{dv}	<u>N/A</u>	X_{qv}	<u>N/A</u>
Synchronous – unsaturated	X_{di}	<u>3.282</u>	X_{qi}	<u>3.282</u>
Transient – saturated	X'_{dv}	<u>N/A</u>	X'_{qv}	<u>N/A</u>
Transient – unsaturated	X'_{di}	<u>0.1975</u>	X'_{qi}	<u>0.1975</u>
Subtransient – saturated	X''_{dv}	<u>N/A</u>	X''_{qv}	<u>N/A</u>
Subtransient – unsaturated	X''_{di}	<u>0.1256</u>	X''_{qi}	<u>0.1256</u>
Negative Sequence – saturated	X_{2v}	<u>N/A</u>		
Negative Sequence – unsaturated	X_{2i}	<u>0.1975</u>		

Zero Sequence – saturated	$X0_v$	<u>N/A</u>
Zero Sequence – unsaturated	$X0_i$	<u>0.3976</u>
Leakage Reactance	$X1_m$	<u>0.07718</u>

FIELD TIME CONSTANT DATA (SEC)

Open Circuit	T'_{do}	<u>1.188</u>	T'_{qo}	<u>1.188</u>
Three-Phase Short Circuit Transient	T'_{d3}	<u>N/A</u>	T'_q	<u>N/A</u>
Line to Line Short Circuit Transient	T'_{d2}	<u>N/A</u>		
Line to Neutral Short Circuit Transient	T'_{d1}	<u>N/A</u>		
Short Circuit Subtransient	T''_d	<u>N/A</u>	T''_q	<u>N/A</u>
Open Circuit Subtransient	T''_{do}	<u>0.00885</u>	T''_{qo}	<u>0.00885</u>

ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit	T_{a3}	<u>N/A</u>
Line to Line Short Circuit	T_{a2}	<u>N/A</u>
Line to Neutral Short Circuit	T_{a1}	<u>N/A</u>

NOTE: If requested information is not applicable, indicate by marking "N/A."

**MW CAPABILITY AND PLANT CONFIGURATION
GENERATING FACILITY DATA**

ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive	R_1	<u>N/A</u>
Negative	R_2	<u>N/A</u>
Zero	R_0	<u>N/A</u>

Rotor Short Time Thermal Capacity $I_2^2t =$ N/A

Field Current at Rated kVA, Armature Voltage and PF = N/A amps

Field Current at Rated kVA and Armature Voltage, 0 PF = N/A amps

Three Phase Armature Winding Capacitance = N/A microfarad

Field Winding Resistance = N/A ohms °C

Armature Winding Resistance (Per Phase) = N/A ohms N/A °C

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity Self-cooled/
Maximum Nameplate
_____ / _____ 2300AF kVA

Voltage Ratio (Generator Side/System side/Tertiary)
_____ / _____ / _____ kV

Winding Connections (Low V/High V/Tertiary V (Delta or Wye))
_____ / _____ / _____

Fixed Taps Available _____

Present Tap Setting _____

Impedance: Positive Z_1 (on self-cooled kVA rating) _____ % _____ X/R

Impedance: Zero Z_0 (on self-cooled kVA rating) _____ % _____ X/R

EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

WIND GENERATORS

Number of generators to be interconnected pursuant to this Interconnection Request:

Elevation: _____ Single Phase _____ Three Phase

Inverter manufacturer, model name, number, and version:

List of adjustable setpoints for the protective equipment or software:

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet or other compatible formats, such as IEEE and PTI power flow models, must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device, then they shall be provided and discussed at Scoping Meeting.

INDUCTION GENERATORS

- (*) Field Volts: 480
- (*) Field Amperes: N/A
- (*) Motoring Power (kW):
- (*) Neutral Grounding Resistor (If Applicable): N/A
- (*) I_2^2t or K (Heating Time Constant): N/A
- (*) Rotor Resistance:
- (*) Stator Resistance:
- (*) Stator Reactance:
- (*) Rotor Reactance:
- (*) Magnetizing Reactance:
- (*) Short Circuit Reactance:
- (*) Exciting Current: 705 Amps
- (*) Temperature Rise: Class H
- (*) Frame Size: IEC 500
- (*) Design Letter: N/A
- (*) Reactive Power Required In Vars (No Load):
- (*) Reactive Power Required In Vars (Full Load): 1068 kVAr
- (*) Total Rotating Inertia, H: Per Unit on KVA Base

Note: Please consult Transmission Provider prior to submitting the Interconnection Request to determine if the information designated by (*) is required.

Table with columns for ID, Description, Category, and Value. It lists various turbine and transformer models and their associated numerical values.

Main data table with columns for ID, Description, Category, and Value. It lists various turbine and transformer models and their associated numerical values.

* Denotes a 2.0 MW turbine
Total Turbines:
V110 2.0 24
V120 2.2 115
V120 2.0 139

Transformer summary table for Transformer # 1 and Transformer # 2. It shows Partial Sums, Equivalent parameters (Co of, Rn, Xn, Ro, Xn), and P.U. values for 100 MVA Base.

Collector system

Table for Collector system PU base: S base 100,000,000, V base 34,500, I base 2898.550725, Z base 11.90

Substation Transformer

Table for Substation Transformer PU base: S base 100,000,000, V base 34,500, I base 2898.550725, Z base 12

Generator step up Transformer

Table for Generator step up Transformer PU base: S base 2,300, V base 333333333, I base 289.8550725, Z base 207.00

Transmission Line

Table for Transmission Line PU base: S base 100,000,000, V base 345,000, I base 289.8550725, Z base 1,190.25

**Attachment A to Appendix 1
Interconnection Request**

**GENERATING FACILITY DATA
FOR THE FEASIBILITY STUDY**

UNIT RATINGS

Nameplate kVA 115WTGs x 2326kVA; 24WTGs x 2110kVA °F 104 Voltage
690 Prime Mover type Wind
 Power Factor Lead 0.95 Lag 0.95
 Max Turbine Power Summer MW 2.2/2.0 each F 86
 Winter MW 2.2/2.0 each F 5

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity 101/135/168 MVA Self-cooled/Maximum Nameplate

Voltage Ratio(Generator Side/System Side/Tertiary) 34.5/345/13.8 kV Winding
 Connections (Low V/High V/Tertiary V (Delta or Wye))
Wye Grd/Wye Grd/Delta
 Fixed Taps Available 33
 Present Tap Setting N
 Impedance Positive Z_1 (on self-cooled kVA rating) 10.5 % 59.09 X/R
 Impedance Zero Z_0 (on self-cooled kVA rating) 9.6 % 59.09 X/R

MEMORANDUM

To: Deepesh Rana, Apex Clean Energy, Inc.
From: Christi Pinkerton, Southwest Power Pool (SPP)
CC: Jon Langford, Juliano Freitas, Brad Finkbeiner, William Holden, SPP
Date: September 1, 2020
Re: Evaluation of GEN-2017-009 Turbine Change Modification Request

Apex Clean Energy, Inc. has requested a modification to their Interconnection Request GEN-2017-009 which is currently queued to DISIS-2017-001. GEN-2017-009 is a 302 MW wind generating facility request with a Point of Interconnection (POI) of Neosho-Caney River 345 kV substation. The requested modification included only a change of the turbine configuration.

SPP performed an evaluation to determine whether the requested modification is a Material Modification. SPP determined that the requested modification is not a Material Modification. The modification does not have a material impact on the cost or timing of any Interconnection Request with a later Queue priority date.

As the original interim study results were deemed to be invalid, SPP directed that the requested modification be incorporated into the updated GEN-2017-009 interim results. In order to maintain consistency, if Apex Clean Energy proceeds with the requested modification, SPP will update the modeling of GEN-2017-009 during the next appropriate phase of DISIS-2017-001.

To proceed with this modification, please provide SPP staff a written statement of intent to proceed to Gmodifications@spp.org within ten (10) business days. If SPP does not receive a written statement of intent to proceed within ten (10) business days, the turbine configuration for GEN-2017-009 will remain as it is today, which would be inconsistent with the potential Interim Generator Interconnection Agreement

If the customer provides a written statement of intent to proceed, SPP may follow up with the customer on any documentation that is required to close out the modification.

From: [Deepesh Rana](#)
To: [GI Modifications](#)
Cc: [Christi Pinkerton](#); [Brad Finkbeiner](#)
Subject: GEN-2017-009: Notice to Proceed with Turbine Change Modification
Date: Thursday, September 3, 2020 11:57:04 AM
Attachments: [image001.png](#)
[Memorandum_GEN-2017-009-TurbineChangemodification_jwl.pdf](#)

Good Morning,

As evidenced and requested in the attached memorandum, this e-mail serves as notice of GEN-2017-009's election to proceed with the turbine modification recently evaluated by SPP and determined to be non-material. GEN-2017-009 requests that SPP update the relevant modeling inputs/assumptions during the next available opportunity in the DISIS-2017-001 studies.

Thanks,

Deepesh Rana
Senior Manager, Transmission & Interconnection

Apex Clean Energy, Inc.
310 4th St. NE, Suite 300, Charlottesville, VA 22902
office: 434-220-6359 | cell: 434-962-2347 | fax: 434-220-3712
deepesh.rana@apexcleanenergy.com | www.apexcleanenergy.com



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Not printing this email saves energy and conserves resources.*



November 25, 2020

Via Email

Deni Golden
Generator Interconnection Specialist II
210 Worthen Drive
Little Rock, AR 72223-4936
dgolden@spp.org

Re: Neosho Ridge Wind – DISIS-2017-001 Decision Point One

To Whom it May Concern:

We are writing in reference to the queue position for the Neosho Ridge Wind Project (GEN-2017-009) and the related Definitive Interconnection System Impact Study Agreement by and between Neosho Ridge Renewables, LLC (“Neosho Ridge”) and Southwest Power Pool, Inc. (“SPP”), dated as of January 11, 2017, each as amended, modified, or supplemented to date. In accordance with SPP’s communication titled “DISIS-2017-001 Decision Point One” dated as of October 29, 2020, Neosho Ridge hereby notifies SPP that it elects to proceed to DISIS Phase Two.

Additionally, please see attached for the following:

1. Appendix A: Written indication of all changes to be made to the interconnection request as permitted under Section 8.5.1 of Attachment V of the SPP Tariff.
2. Appendix B: Executed Appendix 3 of Attachment V of the SPP Tariff, together with Attachments A, B, and C thereto.

Should you have any questions or need anything additional, please contact:

Deepesh Rana
Senior Manager, Transmission & Interconnection, Apex Clean Energy, Inc.
(434)962-2347
Deepesh.Rana@aepxcleanenergy.com

Cc: Dave.Philpott@AlgonquinPower.com, KYKOZ@vestas.com

Please note that the signatory to the DISIS Phase I Agreement was Neosho Ridge Renewables, LLC, a wholly owned, direct subsidiary of Neosho Ridge Wind, LLC. To align the signatories to the Phase II documents with the IGIA for GEN-2017-009, Neosho Ridge Wind, LLC is a signatory to all Phase II documents. Where and if applicable, Neosho Ridge Wind, LLC’s signature shall be deemed to have executed the attached documents on behalf of Neosho Ridge Renewables, LLC.

[SIGNATURE PAGE FOLLOWS]

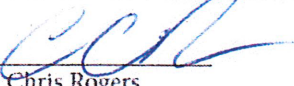
Yours Sincerely,

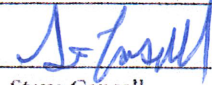
NEOSHO RIDGE WIND, LLC

By: Neosho Ridge Holdings, LLC, its Sole Member

By: Neosho Ridge Wind JV, LLC, its Sole Member

By: Steelhead Wind 3 LLC, its Managing Member

By: 
Name: Chris Rogers
Title: President

By: 
Name: Steve Capsell
Title: Treasurer

Appendix A

GEN-2017-009 previously completed a modification request which SPP confirmed was not a Material Modification (MOU confirming as such is attached). This modification included an update to the turbines and associated technical parameters as well as updates to the Main Power Transformer technical parameters. To maintain consistency across materials, GEN-2017-009 has attached all the relevant materials exchanged with SPP that confirm the changes associated with request.

Appendix B

APPENDIX 3 TO GIP

GENERATOR INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of November 2020 by and between Neosho Ridge Wind, LLC a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer") and Southwest Power Pool, Inc. a non-profit organization under the laws of the State of Arkansas ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is submitting an Interconnection Request to interconnect its Generating Facility with the Transmission System or adding generating capacity addition to an existing Generating Facility as detailed in Attachment A to this Agreement; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform a Definitive Interconnection System Impact Study to assess the impact of its Interconnection Request to the Transmission System, and of any Affected Systems;

WHEREAS, Interconnection Customer has requested that Transmission Provider perform, subject to further confirmation, an Interconnection Facilities Study to specify and estimate the cost and schedule of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Definitive Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the Generator Interconnection Procedures ("GIP") in Attachment V of the Transmission Provider's Tariff.

2.0 Definitive Interconnection System Impact Study

2.1 Interconnection Customer elects and Transmission Provider shall cause to be performed a Definitive Interconnection System Impact Study Phase One analysis, consistent with Section 8 of the GIP in accordance with the Tariff.

2.2 If the Interconnection Customer elects, Transmission Provider shall cause to be performed a Definitive Interconnection System Impact Study Phase Two analysis, consistent with Section 8. of this GIP in accordance with the Tariff.

2.3 The scope of the Definitive Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment B to this Agreement.

2.4 The Definitive Interconnection System Impact Study will be based upon the technical information provided by Interconnection Customer. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Definitive Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Definitive Interconnection System Impact Study may be extended.

2.5 The Definitive Interconnection System Impact Study report shall provide the following information:

(i) identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

(ii) identification of any thermal overload or voltage limit violations resulting from the interconnection;

(iii) identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;

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

(v) will include a Facilities Analysis as specified in Section 8.4.4 of the GIP that will provide cost estimates for Transmission Owner's Interconnection Facilities and Network Upgrades at the Point of Interconnection.

3.0 Interconnection Facilities Study

3.1 If the Interconnection Customer elects, Transmission Provider shall cause to be performed an Interconnection Facilities Study consistent with Section 8 of the GIP.

3.2 Interconnection Customer shall meet the milestone requirements specified under Section 8.5.2 of the GIP prior to the performance of the Interconnection Facilities Study

3.3 The scope of the Interconnection Facilities Study shall be subject to the data provided in Attachment C to this Agreement.

3.4 The Interconnection Facilities Study report shall provide a description, estimated cost of, and schedule for the following consistent with Section 8.11 of the GIP:

(i) required facilities to interconnect the Generating Facility to the Transmission System and

(ii) the short circuit, instability, and power flow issues identified in the Definitive Interconnection System Impact Study.

- 4.0** Interconnection Customer shall provide the deposit specified under Section 8.2 of the GIP for the performance of the Definitive Interconnection System Impact Study and Interconnection Facilities Study.

Upon receipt of each phase of the Definitive Interconnection System Impact Study results, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of each phase of the Definitive Interconnection System Impact Study.

Upon issuance of the final Interconnection Facilities Study report, Transmission Provider shall deduct associated study costs from the Interconnection Customer's study deposits provided in accordance with Section 8.2 of the GIP. Transmission Provider shall continue to hold the amounts on deposit until settlement of the final invoice. Any difference between the study deposit and Interconnection Customer's study cost obligation shall be paid by or refunded to Interconnection Customer, as appropriate per Section 13.3 of the GIP.

- 5.0** Conditions for Limited Operation. If the Interconnection Customer agrees to proceed under Limited Operation pursuant to Section 8.7 of the GIP, the Interconnection Customer agrees to the following conditions:

1. The Generating Facility will be allowed to operate under Limited Operation in accordance with Section 8.4.3 of the GIP before a Network Upgrades previously approved for construction under Section VI of Attachment O of this Tariff ("Previously Approved Network Upgrade") is placed into service;
2. The Interconnection Customer will meet all requirements of the GIP; and
3. The Interconnection Customer will provide financial security and authorize engineering, procurement, and construction of its cost assigned Network Upgrades and interconnection facilities no later than thirty (30) Calendar Days after the effective date of the GIA in accordance with Article 11.6 of the GIA.

6.0 Governing Law

- 6.1 Governance.** The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the United States of America except to the extent that the laws of the state of Arkansas may apply.

- 6.2 Applicability.** This Agreement is subject to all applicable federal and state Laws and Regulations.
- 6.3 Reservation of Rights.** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.
- 7.0 Notices.**
- 7.1 General.** Unless otherwise provided in this Agreement, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party.

To Transmission Provider:

Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Attention: Manager, GI Studies

To Interconnection Customer: Deepesh Rana
Senior Manager, Transmission & Interconnection Neosho
Ridge Wind, LLC
C/O Apex Clean Energy, Inc.
310 4th St. NE, Suite 300
Charlottesville, VA 22903
Phone: 434-220-6359
Email: deepesh.rana@apexcleanenergy.com

- 7.2 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email.
- 8.0 Force Majeure**
- 8.1 Economic Hardship.** Economic hardship is not considered a Force Majeure event.
- 8.2 Default.** Neither Party shall be considered to be in Default with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to

the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state the full details of the Force Majeure, the time and date when the Force Majeure occurred, and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

9.0 Indemnity

9.1 Indemnity. 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 inactions of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

9.1.1 Indemnified Person. If an indemnified person is entitled to indemnification under this Article 9 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 9.1 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.

9.1.2 Indemnifying Party. If an indemnifying Party is obligated to indemnify and hold any indemnified person harmless under this Article 9, 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.

9.1.3 Indemnity Procedures. 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 Article 9.1 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.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and

reasonably satisfactory to the indemnified person. If the defendants in any such action include one or more indemnified persons and the indemnifying Party and if the indemnified person reasonably concludes that there may be legal defenses available to it and/or other indemnified persons which are different from or additional to those available to the indemnifying Party, the indemnified person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an indemnified person or indemnified persons having such differing or additional legal defenses.

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

9.2 Consequential Damages. Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; 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.

10.0 Assignment

10.1 Assignment. This Agreement may be assigned by either Party only with the written consent of the other Party; provided that either Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and

operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Interconnection Customer shall have the right to assign this Agreement, without the consent of Transmission Provider for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the Transmission Provider of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the Transmission Provider of the date and particulars of any such exercise of assignment right. Any attempted assignment that violates this Article or Applicable Laws and Regulations is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

11.0 Severability

11.1 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

12.0 Comparability

12.1 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

13.0 Deposits and Invoice Procedures

13.1 General. The Transmission Provider and the Interconnection Customer may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under the GIP, including credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

13.2 Study Deposits. The Interconnection Customer shall provide study deposits, in accordance with the GIP to the Transmission Provider. The study deposits amounts and schedule shall be in accordance with the GIP.

13.3 Final Invoice. Within six months after completion of the studies Transmission Provider shall provide an invoice of the final cost of the studies and shall set forth such costs in sufficient detail to enable the Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any

amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of the studies within thirty (30) Calendar Days of the issuance of such final study invoice.

13.4 Payment. Invoices shall be rendered to the paying Party at the address specified Appendix A to this Agreement. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under the GIP.

13.5 Disputes. In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide studies for Interconnection Service under the GIP as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 15 of this Agreement. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due together with accrued interest in accordance with Section 3.7 of this Attachment V.

14.0 Representations, Warranties, and Covenants

14.1 General. Each Party makes the following representations, warranties and covenants:

14.1.1 Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

14.1.2 Authority. Such Party has the right, power and authority to enter into this Agreement, to become a party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general

equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

14.1.3 No Conflict. The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

14.1.4 Consent and Approval. Such Party has sought or obtained, or, in accordance with this Agreement will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this Agreement, and it will provide to any Governmental Authority notice of any actions under this Agreement that are required by Applicable Laws and Regulations.

15.0 Breach, Cure and Default

15.1 General. A breach of this Agreement ("Breach") shall occur upon the failure by a Party to perform or observe any material term or condition of this Agreement. A default of this Agreement ("Default") shall occur upon the failure of a Party in Breach of this Agreement to cure such Breach in accordance with the provisions of Article 15.3 of this Agreement.

15.2 Events of Breach. A Breach of this Agreement shall include:

- (a) The failure to pay any amount when due;
- (b) The failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;
- (c) If a Party: (1) becomes insolvent; (2) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (3) makes a general assignment for the benefit of its creditors; or (4) consents to the appointment of a receiver, trustee or liquidator;
- (d) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- (e) Failure of any Party to provide information or data to the other Party as required under this Agreement, provided the Party entitled to the information or

data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

- 15.3 Cure and Default.** Upon the occurrence of an event of Breach, the Party not in Breach (hereinafter the “Non-Breaching Party”), when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party (the “Breaching Party”) and to any other person a Party to this Agreement identifies in writing to the other Party in advance. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. Upon receiving written notice of the Breach hereunder, the Breaching Party shall have thirty (30) days to cure such Breach. If the Breach is such that it cannot be cured within thirty (30) days, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the Breach within such thirty (30) day time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the Breach, or to commence reasonable and appropriate steps to cure the Breach, within thirty (30) days of becoming aware of the Breach, the Breaching Party will be in Default of the Agreement.
- 15.4 Right to Compel Performance.** Notwithstanding the foregoing, upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (1) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and (2) exercise such other rights and remedies as it may have in equity or at law.
- 16.0 Miscellaneous**
- 16.1 Binding Effect.** This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 16.2 Conflicts.** In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 16.3 Rules of Interpretation.** This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and

Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder.

- 16.4 Entire Agreement.** This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.
- 16.5 No Third Party Beneficiaries.** This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 16.6 Waiver.** The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or Default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.
- 16.7 Headings.** The descriptive headings of the various Articles of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 16.8 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.
- 16.9 Amendment.** The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties.
- 16.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this Agreement by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.

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

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

Southwest Power Pool, Inc.

By: _____

Title: _____

Date: _____

Neosho Ridge Wind, LLC

By: Neosho Ridge Holdings, LLC, its Sole Member

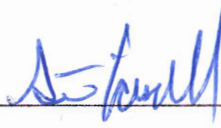
By: Neosho Ridge Wind JV, LLC, its Sole Member

By: Steelhead Wind 3 LLC, its Managing Member

By:  _____

Title: Chris Rogers, President

Date: 11/25/2020

 _____

Steve Caspell, Treasurer

11/25/2020

Attachment A to Appendix 3

INTERCONNECTION REQUEST

1. The undersigned Interconnection Customer submits this request to interconnect its Generating Facility with the Transmission System pursuant to the Tariff.

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

A proposed new Generating Facility.

An increase in the generating capacity or a Material Modification of an existing Generating Facility.

Replacement of Existing Generating Facility with no increase in capacity

3. The type of interconnection service requested (check one):

Energy Resource Interconnection Service

Network Resource Interconnection Service

4. All requests for Network Resource Interconnection Service are also studied for Energy Resource Interconnection Service.

5. The Interconnection Customer provides the following information:

a. Address or location of the proposed new Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility:

11120 Harper Road, Thayer, Neosho, KS

Geographic coordinates of the proposed new or existing Generating Facility site:

Latitude: 37 degrees, 28 minutes, 27.6seconds (North)

Longitude: 95 degrees, 22 minutes, 47.1seconds (West);

b. Maximum electrical output of the proposed new Generating Facility or the amount of increase in the generating capacity of an existing Generating Facility; 302 MW

Maximum summer electrical output or increase of 302 megawatts at 40 degrees C

Maximum winter electrical output or increase of 302 megawatts at -20 degrees C

- c. Preliminary one-line diagram of the Generating Facility; Previously Provided
 - d. Commercial Operation Date (month/day/year); 2/1/2021 ;
 - e. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person in Item 9 below;
 - f. Geographical map showing the approximate location of the proposed Point of Interconnection and the location of the Generating Facility; Previously Provided
 - g. Generating Facility Data (set forth in Attachment B to this Appendix 3);
 - h. Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity);
 - i. Primary frequency response operating range for electric storage resources;
 - j. For request for Generating Facility Replacement, the planned or actual date of cessation of operation of the Existing Generating Facility: (month/day/year) / / .
6. Applicable deposit amount (check one).

New or increased Generating Facility or Material Modification:

- Requested capacity less than or equal to 2 MW – \$25,000 deposit.
- Requested capacity greater than 2 but less than or equal to 20 MW – \$35,000 deposit.
- Requested capacity greater than 20 but less than 75 MW – \$50,000 deposit.
- Requested capacity equal to or greater than 75 MW – \$90,000 deposit.

Generating Facility Replacement:

- \$60,000 deposit.

7. Evidence of Site Control as specified in the GIP
- Is attached to this Interconnection Request

8. This Interconnection Request shall be submitted to the representative indicated below:

Manager, GI Studies
Southwest Power Pool, Inc.

Southwest Power Pool - Open Access Transmission Tariff, Sixth Revised Volume No. 1 - Attachment V Generator Interconnection Procedures (GIP) ... - Attachment V Appendix 3

201 Worthen Drive
Little Rock, AR 72223-4936

9. Representative of Interconnection Customer to contact (including e-mail address):

Name of Contact Person: Deepesh Rana

Mailing Address: 310 4th St. NE, Suite 300

City, State, Zip Charlottesville, VA, 22902

Telephone: 434-962-2347

E-mail address: deepesh.rana@apexcleanenergy.com

10. This Interconnection Request is submitted by:
Name of Interconnection Customer (Company): Neosho Ridge Wind, LLC (By: Neosho Ridge Holdings, LLC, its Sole Member; By: Neosho Ridge Wind JV, LLC, its Sole Member; By: Steelhead Wind 3 LLC, its Managing Member)

By (signature): 

Name (type or print): Chris Rogers

Title: President

Date: 11/25/2020

By (signature): 

Name (type or print): Steve Caspell

Title: CFO/Treasurer

Date: 11/25/2020

Attachment B to Appendix 3

**ASSUMPTIONS USED IN CONDUCTING THE
DEFINITIVE INTERCONNECTION SYSTEM IMPACT STUDY**

The Definitive Interconnection System Impact Study will be based upon the information set forth in the Interconnection Requests and results of applicable prior studies, subject to any modifications in accordance with Section 4.4 of the GIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

(Name or description of substation or transmission line and voltage):

New switching station on Neosho (primary) to Caney River 345kV line; 115 x Vestas V120 2.2 MW + 24 Vestas V110 2.0 MW

Geographic coordinates of the proposed Point of Interconnection:

Latitude: 37 degrees, 23 minutes, 24.5seconds (North)

Longitude: 95 degrees, 21 minutes, 57.9seconds (West)

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer, Transmission Owner and Transmission Provider]

**GENERATING FACILITY DATA FOR THE
DEFINITIVE INTERCONNECTION SYSTEM IMPACT STUDY**

UNIT RATINGS

(for a single generator in a group of generators)

Nameplate kVA 2110; 2326 °F 104 Voltage 690
 Prime Mover type Wind
 Power Factor: Lead 0.95 Lag 0.95
 Speed (RPM) 1344 Connection (e.g. Wye) Delta
 Short Circuit Ratio 5.876 Frequency, Hertz 60
 Stator Amperes at Rated kVA 1751 A Field Volts N/A
 Max Turbine Power Output Capability: Summer MW 2.0/2.2 °F 86
 Winter MW 2.0/2.2 °F 5

Primary frequency response operating range for electric storage resources:

Minimum State of Charge: _____ (Hz)

Maximum State of Charge: _____ (Hz)

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H = 3.3 kW sec/kVA

Moment-of-Inertia, $WR^2 =$ 14250 lb. ft.²

REACTANCE DATA (PER UNIT-RATED KVA)

	DIRECT AXIS	QUADRATURE AXIS
Synchronous – saturated	X_{dv} <u> </u>	X_{qv} <u> </u>
Synchronous – unsaturated	X_{di} <u>3.282</u>	X_{qi} <u>3.282</u>
Transient – saturated	X'_{dv} <u> </u>	X'_{qv} <u> </u>
Transient – unsaturated	X'_{di} <u>0.1975</u>	X'_{qi} <u>0.1975</u>
Subtransient – saturated	X''_{dv} <u> </u>	X''_{qv} <u> </u>
Subtransient – unsaturated	X''_{di} <u>0.1256</u>	X''_{qi} <u>0.1256</u>
Negative Sequence – saturated	X_{2v} <u> </u>	
Negative Sequence – unsaturated	X_{2i} <u>0.1975</u>	
Zero Sequence – saturated	X_{0v} <u> </u>	
Zero Sequence – unsaturated	X_{0i} <u>0.3976</u>	
Leakage Reactance	X_{lm} <u>0.07718</u>	

FIELD TIME CONSTANT DATA (SEC)

Open Circuit	T'_{do} <u>1.188</u>	T'_{qo} <u>1.188</u>
Three-Phase Short Circuit Transient	T'_{d3} <u> </u>	T'_q <u> </u>
Line to Line Short Circuit Transient	T'_{d2} <u> </u>	
Line to Neutral Short Circuit Transient	T'_{d1} <u> </u>	
Short Circuit Subtransient	T''_d <u> </u>	T''_q <u> </u>
Open Circuit Subtransient	T''_{do} <u>0.00885</u>	T''_{qo} <u>0.00885</u>

ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit	T_{a3} <u> </u>
Line to Line Short Circuit	T_{a2} <u> </u>
Line to Neutral Short Circuit	T_{a1} <u> </u>

NOTE: If requested information is not applicable, indicate by marking "N/A."

**MW CAPABILITY AND PLANT CONFIGURATION
GENERATING FACILITY DATA**

ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive R₁ _____
 Negative R₂ _____
 Zero R₀ _____

Rotor Short Time Thermal Capacity I₂²t = _____
 Field Current at Rated kVA, Armature Voltage and PF = _____ amps
 Field Current at Rated kVA and Armature Voltage, 0 PF = _____ amps
 Three Phase Armature Winding Capacitance = _____ microfarad
 Field Winding Resistance = _____ ohms _____ °C
 Armature Winding Resistance (Per Phase) = _____ ohms _____ °C

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

(for a single generator in a group of generators)

Capacity Self-cooled/
 Maximum Nameplate
 _____ / 2300AF _____ kVA

Voltage Ratio (Generator Side/System side/Tertiary)
 690 / 34.5 / _____ kV

Winding Connections (Low V/High V/Tertiary V (Delta or Wye))
 Wye / Delta / _____

Fixed Taps Available +/- 2 x 2.5% _____

Present Tap Setting Center _____

Impedance: Positive Z₁ (on self-cooled kVA rating) 9.62 % 10.9 X/R

Impedance: Zero Z₀ (on self-cooled kVA rating) 9.14 % 10.4 X/R

MAIN GENERATOR STEP-UP TRANSFORMER DATA RATINGS

(for a single generator or the step-up from collector system to POI voltage)

Capacity
 Self-cooled/Maximum Nameplate

101/135/168 / _____ kVA

Voltage Ratio (Generator Side/System side/Tertiary)
34.5 / 345 / 13.8 kV

Winding Connections (Low V/High V/Tertiary V (Delta or Wye))
Wye-G / Wye-G / Delta

Fixed Taps Available 33

Present Tap Setting N

Impedance: Positive Z_1 (on self-cooled kVA rating) 10.5 % 59.09 X/R

Impedance: Zero Z_0 (on self-cooled kVA rating) 9.6 % 59.09 X/R

EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

MULTIPLE-UNIT GENERATING FACILITIES

Number of generators to be interconnected pursuant to this Interconnection Request:

24 x 2.0 MW; 115 x 2.2 MW

Elevation: _____ Single Phase Three Phase

Inverter manufacturer, model name, number, and version:

Vestas V110 2.0 MW; Vestas V120 2.2 MW

List of adjustable setpoints for the protective equipment or software:

See document titled "Vestas Frequency_Voltage_Settings"

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet or other compatible formats, such as IEEE and PTI power flow models, must be supplied with the

Interconnection Request. If other data sheets are more appropriate to the proposed device, then they shall be provided and discussed at Scoping Meeting.

INDUCTION GENERATORS

- (*) Field Volts: 480
- (*) Field Amperes: _____
- (*) Motoring Power (kW): _____
- (*) Neutral Grounding Resistor (If Applicable): _____
- (*) I_2^2t or K (Heating Time Constant): _____
- (*) Rotor Resistance: 0.0015 ohms
- (*) Stator Resistance: 0.0013 ohms
- (*) Stator Reactance: 0.0158 ohms
- (*) Rotor Reactance: 0.0256 ohms
- (*) Magnetizing Reactance: 0.656 ohms
- (*) Short Circuit Reactance: 0.0257 ohms
- (*) Exciting Current: 705 A
- (*) Temperature Rise: Class H
- (*) Frame Size: IEC 500
- (*) Design Letter: NA
- (*) Reactive Power Required In Vars (No Load): 150 kVAR
- (*) Reactive Power Required In Vars (Full Load): 1068 kVAR
- (*) Total Rotating Inertia, H: 0.3327 Per Unit on KVA Base

Note: Please consult Transmission Provider prior to submitting the Interconnection Request to determine if the information designated by (*) is required.

ENERGY STORAGE RESOURCES

Device manufacturer: _____

Technology (Li-ion, Lead Acid, Flow Battery, Pumped Hydro, Flywheel, etc.) _____

Check one of the following:

Stand-alone

Co-located with another Generating Facility (co-located means at the same POI)

Maximum Energy Output Rating (MWh) _____ at Maximum Power Output (MW)

Charging Parameters

Check one of the following:

Yes, the energy storage resource will take energy from the Transmission System when operating in charging mode. The maximum rate of charge capability of the Generating

Facility will be _____ MW. The maximum rate of charge to be utilized (requested maximum) will be _____ MW.

Charging Power Factor _____ lag _____ lead at rated output

_____ No, the energy storage resource will never take energy from the Transmission System when operating in charging mode, by either Self-Dispatch or at the direction of SPP. The monitoring and control equipment that will be used to ensure that the Generating Facility never takes energy from the Transmission System when operating in charging mode is described as follows:

Attachment C to Appendix 3

DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER FOR THE INTERCONNECTION FACILITIES STUDY

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections: 1

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes No (Please indicate on one line diagram).

What type of control system or PLC will be located at Interconnection Customer's Generating Facility?

WTG Manufacturer's SCADA System

What protocol does the control system or PLC use?

Modbus or DNP3

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

8 miles

Line length from interconnection station to Transmission Provider's transmission line.

Tower number observed in the field. (Painted on tower leg)* _____

Number of third party easements required for transmission lines*:

* To be completed in coordination with Transmission Provider.

Is the Generating Facility in the Transmission Provider's service area?

Yes No Local provider: Evergy Kansas Central

Please provide proposed schedule dates:

Begin Construction Date: Completed; Substation Construction is complete under Interim GIA

Generator step-up transformer Date: _____

receives back feed power

Generation Testing Date: _____

Commercial Operation Date: _____

NEO-COL-IMP-R1 - 04/29/2020																						
Feeder	From	To	# of Turbines	Total Length (feet)	Total Length (kft)	Conductor Size	R1 (ohms/1000')	X1 (ohms/1000')	R0 (ohms/1000')	X0 (ohms/1000')	Xc, Xc0 (Mohms 1000')	R1 (ohms/1000')	X1 (ohms/1000')	R0 (ohms/1000')	X0 (ohms/1000')	Capacitance (uF/1000')	R1 (pu)	X1 (pu)	R0 (pu)	X0 (pu)	Charging (pu)	Op Temp (C)
23B	SUB	094-23B	5	7655	7.655	500 MCM	0.042498106	0.04294072	0.16824678	0.083625379	0.032313935	0.042498106	0.04294072	0.16824678	0.083625379	0.08208788	0.0273	0.0276	0.1082	0.0538	0.00281964	48.1
	094-23B	095-23B	4	4020	4.02	4/0 AWG	0.103083712	0.048744318	0.257033144	0.126448674	0.042723483	0.103083712	0.048744318	0.257033144	0.126448674	0.06208722	0.0348	0.0165	0.0868	0.0427	0.00111995	62.8
	095-23B	096-23B	3	1961	1.961	4/0 AWG	0.097222159	0.048733902	0.248649811	0.121707008	0.042723483	0.048733902	0.248649811	0.121707008	0.06208722	0.016	0.008	0.041	0.0201	0.00054632	45.8	
	096-23B	097-23B	2	2644	2.644	4/0 AWG	0.093431818	0.048726136	0.243070455	0.118545644	0.042723483	0.042723483	0.048726136	0.243070455	0.118545644	0.06208722	0.0208	0.0108	0.054	0.0263	0.0007366	34.8
	097-23B	098-23B	1	2902	2.902	1/0 AWG	0.195202652	0.054274242	0.363236932	0.163930303	0.052214996	0.052214996	0.054274242	0.363236932	0.163930303	0.05080116	0.0476	0.0132	0.0886	0.04	0.00066152	31
	SUB	24JB1	10	6523	6.523	1000 MCM	0.024738447	0.03885322	0.148204545	0.079527462	0.024962821	0.024738447	0.03885322	0.148204545	0.079527462	0.10626132	0.0136	0.0213	0.0812	0.0436	0.00311023	72.9
	24JB1	24JB2	10	5052	5.052	1000 MCM	0.024738447	0.03885322	0.148204545	0.079527462	0.024962821	0.024738447	0.03885322	0.148204545	0.079527462	0.10626132	0.0105	0.0165	0.0629	0.0338	0.00240884	72.9
	24JB2	24JB3	10	8030	8.03	1000 MCM	0.024738447	0.03885322	0.148204545	0.079527462	0.024962821	0.024738447	0.03885322	0.148204545	0.079527462	0.10626132	0.0167	0.0262	0.1	0.0537	0.00382878	72.9
	24JB3	109-24	5	150	0.15	500 MCM	0.042498106	0.04294072	0.16824678	0.083625379	0.032313935	0.042498106	0.04294072	0.16824678	0.083625379	0.08208788	0.0005	0.0095	0.0021	0.0011	5.5251E-05	48.1
	109-24	114-24	4	1901	1.901	4/0 AWG	0.103083712	0.048744318	0.257033144	0.126448674	0.042723483	0.103083712	0.048744318	0.257033144	0.126448674	0.06208722	0.0165	0.0078	0.0411	0.0202	0.00052961	62.8
24	114-24	115-24	3	1680	1.68	4/0 AWG	0.097222159	0.048733902	0.248649811	0.121707008	0.042723483	0.048733902	0.248649811	0.121707008	0.06208722	0.0136	0.0068	0.0347	0.017	0.00046247	45.8	
	115-24	116-24	2	1156	1.156	1/0 AWG	0.206108712	0.054278788	0.375403788	0.168374811	0.052214996	0.052214996	0.054278788	0.375403788	0.168374811	0.05080116	0.02	0.0053	0.0365	0.0164	0.00026351	45.6
	116-24	*117-24	1	2634	2.634	1/0 AWG	0.195202652	0.054274242	0.363236932	0.163930303	0.052214996	0.052214996	0.054274242	0.363236932	0.163930303	0.05080116	0.0432	0.012	0.0804	0.0363	0.00060042	31
	24JB3	109-24	5	4391	4.391	500 MCM	0.042498106	0.04294072	0.16824678	0.083625379	0.032313935	0.042498106	0.04294072	0.16824678	0.083625379	0.08208788	0.0157	0.0158	0.0621	0.0309	0.00161738	48.1
	109-24	110-24	4	4136	4.136	4/0 AWG	0.103083712	0.048744318	0.257033144	0.126448674	0.042723483	0.103083712	0.048744318	0.257033144	0.126448674	0.06208722	0.0358	0.0169	0.0893	0.0439	0.00115226	62.8
	110-24	*111-24	3	3155	3.155	1/0 AWG	0.227284091	0.054286364	0.398538636	0.176407765	0.052214996	0.052214996	0.054286364	0.398538636	0.176407765	0.05080116	0.0602	0.0144	0.1056	0.0468	0.00071919	74
	*111-24	112-24	2	1246	1.246	1/0 AWG	0.206108712	0.054278788	0.375403788	0.168374811	0.052214996	0.052214996	0.054278788	0.375403788	0.168374811	0.05080116	0.0216	0.0057	0.0393	0.0176	0.00028403	45.6
	112-24	113-24	1	1251	1.251	1/0 AWG	0.195202652	0.054274242	0.363236932	0.163930303	0.052214996	0.052214996	0.054274242	0.363236932	0.163930303	0.05080116	0.0205	0.0057	0.0382	0.0172	0.00028517	31

* - Denotes 2.0 MW Turbine

Appendix “B” Credit and Security Agreement

This Credit and Security Agreement is effective as of the 25th day of November, 2020, by and between Neosho Ridge Wind, LLC (“Company”) and Southwest Power Pool, Inc. (“SPP”).

Recitals

WHEREAS, SPP offers certain services, including certain transmission services, market services and other services as set out in the Open Access Transmission Tariff of SPP, as may be amended and supplemented from time to time and together with all replacements and substitutes thereto (collectively, the “Tariff”);

WHEREAS, SPP maintains a Credit Policy (which is Attachment X to the Tariff, as the same may be amended from time to time) in order to determine, on a case by case basis, the level of unsecured credit available to each customer who takes services under the Tariff and the form and amount of financial assurance to be required by each customer, if any;

WHEREAS, in the event Company provides financial assurance to SPP in the form of cash collateral or a letter of credit, or, for a Credit Customer that is a Federal Power Marketing Agency, a letter as specified in Section 7.1.4 of Attachment X, SPP requires Company, in accordance with the terms of its Credit Policy as filed and accepted by FERC, to execute this Credit and Security Agreement in order to assure the strength of SPP’s security interest in such cash collateral or letter of credit;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, Company and SPP hereby agree as follows:

(1) The “Liabilities” as used in this Credit and Security Agreement means all of the financial obligations of the Company under the Tariff and/or any and all agreements entered into, under, pursuant to, or in connection with the Tariff (including, without limitation, the SPP Credit Policy) and any and all other agreements to which SPP and the Company are parties (collectively, the “Agreements”).

(2) As security for the payment and performance of the Liabilities, SPP shall have, and the Company hereby grants to SPP, a continuing security interest in the following collateral (as indicated below) (the "Collateral"): all of the Company's right, title, and interest in any and all cash, cash collateral, cash deposits and deposit accounts of the Company held or controlled by SPP, including accounts designated "for the benefit of" Company, that either (i) are or contain proceeds from any draw upon any Letters of Credit naming SPP as beneficiary to the extent that SPP determines in its sole discretion to treat such payments as cash collateral, and without prejudice to SPP's right to treat draws as payments to SPP of any and all amounts due to SPP from the Company, or (ii) are or contain cash submitted by the Company as collateral or security, however created or evidenced, whether now existing or hereafter owned, acquired, created, used or arising, including all products and proceeds of the foregoing, any and all renewals, extensions, replacements, modifications, additions, and substitutions of the foregoing and all rights, remedies, claims and demands under or in connection with each of the foregoing.

(3) All Collateral held or controlled by SPP after the date of this Credit and Security Agreement shall be free of any lien, security interest or encumbrance, except for liens, security interests or encumbrances in favor of SPP, and the Company agrees not to grant any security interest or permit any lien or encumbrance to arise in any of the Collateral except for security interests, liens and encumbrances in favor of SPP without the prior written consent of SPP.

(4) The Company agrees to do such reasonable acts and things and deliver or cause to be delivered such other documents as SPP may reasonably deem necessary to establish and maintain a valid perfected security interest in the Collateral (free of all other liens and claims except those of SPP) to secure the payment and performance of the Liabilities and to defend title to the Collateral against any person claiming any interest therein adverse to SPP. The Company authorizes SPP to file a financing statement or statements on its behalf in those public offices deemed advisable or necessary by SPP to protect the security interest of the Company herein granted. If permitted by law, the Company agrees that a carbon, photographic or other reproduction of this Credit and Security Agreement or of a financing statement may be filed as a financing statement.

(5) Subject to the Tariff, upon the occurrence of any Default and at any time thereafter, SPP shall have all rights and remedies available at law or in equity including, without limitation, the rights and remedies of a secured party under the Arkansas Uniform Commercial Code, as in effect from time to time, including, without limitation, the right to retain and/or take possession of the Collateral. SPP may in its discretion transfer any property constituting Collateral into its own name or that of its nominee and receive the income thereon and hold the same as security for the Liabilities or apply it on amounts due on Liabilities.


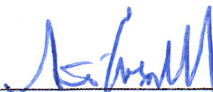
(6) Until such time as SPP exercises its remedies upon a Default, all income, earnings and profits with respect to the Collateral shall be reported for state and federal income tax purposes as attributable to the Company and not SPP. Company hereby instructs SPP (and any other person authorized to report taxable income distributions) to issue, or cause to be issued, IRS Form 1099 indicating the Company as the recipient of such income, earnings and profits.

(7) Whenever possible each provision of this Credit and Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Credit and Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Credit and Security Agreement. The Company recognizes that SPP has relied on this Credit and Security Agreement in extending credit to the Company and agrees that such reliance by SPP shall be sufficient consideration for this Credit and Security Agreement.

(8) The Company maintains any and all rights under Section 206 of the Federal Power Act it may have with regard to this Credit and Security Agreement or its implementation.

This Credit and Security Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Arkansas (without giving effect to the principles of conflicts of laws thereof).

Neosho Ridge Wind, LLC (By: Neosho Ridge Holdings, LLC, its Sole member; By: Neosho Ridge Wind JV, LLC, its Sole Member; By: Steelhead Wind 3 LLC, its Managing Member)

 _____ Authorized Signature	 _____ Authorized Signature
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Chris Rogers _____ Print Name	Steve Caspell _____ Print Name
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President _____ Title	Treasurer _____ Title
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SOUTHWEST POWER POOL, INC.

By:

Authorized Signature

Print Name

Title

Acknowledged, Consented to, and Agreed:

LIBERTY UTILITIES CO.

IN ITS CAPACITY AS ACCOUNT PARTY UNDER THE LETTER OF CREDIT
ISSUED FOR THE ACCOUNT OF LIBERTY UTILITIES CO. ON BEHALF OF NEOSHO
RIDGE WIND, LLC

By:

Authorized Signature

Print Name

Title

(8) The Company maintains any and all rights under Section 206 of the Federal Power Act it may have with regard to this Credit and Security Agreement or its implementation.

This Credit and Security Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Arkansas (without giving effect to the principles of conflicts of laws thereof).

Neosho Ridge Wind, LLC (By: Neosho Ridge Holdings, LLC, its Sole member; By: Neosho Ridge Wind JV, LLC, its Sole Member; By: Steelhead Wind 3 LLC, its Managing Member)

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

SOUTHWEST POWER POOL, INC.

By:

Authorized Signature

Print Name


Title

Acknowledged, Consented to, and Agreed:

LIBERTY UTILITIES CO.

IN ITS CAPACITY AS ACCOUNT PARTY UNDER THE LETTER OF CREDIT
ISSUED FOR THE ACCOUNT OF LIBERTY UTILITIES CO. ON BEHALF OF NEOSHO
RIDGE WIND, LLC

By:



Authorized Signature

Gregory J. Sorenson

Print Name

President

Title