

FACILITIES INTERCONNECTION AGREEMENT

This Agreement is entered into this ____ day of _____, 2020 by and between Evergy n (hereinafter “Company”) and [Customer Name] (hereinafter “Customer-Generator”) (individually, each a “Party,” and together “Parties”).

WHEREAS the Company is a public utility regulated by the Missouri Public Service Commission (“Commission”), and is engaged in the generation and transmission of electric power and energy and the distribution and sale thereof in certain certificated portions of the State of Missouri; and

WHEREAS the Customer-Generator is constructing within the certificated service territory of the Company at [Address] (the “Facility”) and plans to install [XXX.XX] kW DC of solar photovoltaic power generation equipment to provide energy to its location (“Customer Generating Facilities”).

WHEREAS the Customer-Generator will use the energy generated by the Customer Generating Facilities to supply the Facility’s energy requirements;

WHEREAS the Company will supply the Customer-Generator with all energy necessary for operation of its Facility that is in excess of the energy generated by the Customer Generating Facilities, all services and energy to be provided by the Company in accordance with the Company’s tariffs and rates on file with the Commission at the time of consumption;

WHEREAS, the Company will accept excess energy generated by the Customer Generating Facilities, to be compensated at a level stated in Section 10.2 of this agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Company and the Customer-Generator agree as follows:

1. Definitions

Terms not otherwise defined herein shall have the same meaning as set forth in the Company’s tariff, as applicable, in effect and on file at the Commission, as may be modified from time to time.

2. Scope and Limitations of Agreement

2.1 This Agreement shall govern the terms and conditions under which the Customer-Generator will interconnect its Customer Generating Facilities with the Company’s distribution system.

2.2 Except as provided in Section 10, this Agreement does not constitute an agreement to purchase or deliver power from or to the Customer-Generator. The purchase or delivery of power or other services that the

Customer-Generator may require will be covered under separate agreements, as needed or retail tariffs, as applicable.

- 2.3 Except as otherwise provided by the specific provisions of this Agreement, all of the Company's and applicable tariffs in effect and on file at the Commission, as may be modified from time to time, including but not limited to standby service tariffs, shall apply to the electric energy and associated services provided to the Customer-Generator. For any terms and conditions not defined within this Agreement, the Company's tariffs shall take precedence.
- 2.4 This Agreement shall have no effect on the costs, invoicing or payment for retail electric service to the Customer-Generator. Such service is subject to the Company's tariff, as applicable.

3. Effective Date, Term, and Termination

- 3.1 Effective Date. This Agreement shall become effective upon execution by the Parties.
- 3.2 Term of Agreement. The term of this Agreement shall begin on the date when the Customer-Generator energizes the Customer Generating Facilities and shall continue thereafter until terminated in accordance with Section 3.3.
- 3.3 Termination. This agreement may be terminated:
 - 3.3.1 By the Customer-Generator at any time after fulfillment of any applicable initial tariff or rate schedule term, by giving the Company at least thirty (30) days prior written notice.
 - 3.3.2 By either Party upon at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of this Agreement, so long as the notice specifies the basis for termination, and there is an opportunity to cure the default.
 - 3.3.3 At any time by mutual agreement of the Parties.
- 3.4 Obligations Following Termination. Customer-Generator, no later than the date of termination of the Agreement, must completely disconnect the Customer Generating Facilities from parallel operation with the Company's distribution system.

4. Scope of Interconnection Service

- 4.1 Service. The Company will allow the Customer-Generator to connect the Customer Generating Facilities to the Company's distribution system at

the Interconnection Point (as identified in Appendix B) and be eligible to deliver the Generating Facility's output to the Company's distribution system.

- 4.2 Performance Standards. Each Party shall perform all of its obligation under this Agreement in accordance with applicable laws, regulations, applicable reliability standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in breach of this Agreement.

5. Interconnection Facilities, Engineering, Procurement, and Construction

- 5.1 In accordance with applicable study procedures, the Company will determine whether any modifications, additions, or upgrades are required to physically and electronically interconnect the Customer Generating Facilities to the Company's distribution system ("Interconnection Facilities").
- 5.2 If the Company determines that Interconnection Facilities are required, the Company will be responsible for the design, procurement, and construction of such facilities, as described in Appendix B. The Company shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and applicable laws and regulations. In the event the Company reasonably expects that it will not be able to complete the Interconnection Facilities, by the specified dates, the Company shall promptly provide written notice to Customer-Generator and shall undertake reasonable efforts to meet the earliest dates thereafter.
- 5.3 Equipment Procurement. The Company will commence design of the Interconnection facilities as soon as practicable after the following conditions are satisfied (or as otherwise agreed upon in writing):
- 5.3.1 The Company has received written authorization to proceed with the design and procurement of the Interconnection Facilities from the Customer-Generator.
- 5.3.2 The Company has received security in the amount specified in Appendix B.

- 5.4 Construction Commencement. The Company shall commence construction of the Interconnection Facilities as soon as practicable after the following additional conditions are satisfied:
- 5.4.1 All necessary governmental approvals have been obtained for any facilities requiring regulatory approval;
 - 5.4.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of the Interconnection Facilities;
 - 5.4.3 The Company has received written authorization to proceed with construction from the Customer-Generator.
 - 5.4.4 The Company has received security in the amount specified in Appendix B.
- 5.5 Permits. The Company and Customer-Generator shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to construct the Interconnection Facilities.
- 5.6 Construction Costs. The Customer-Generator will compensate the Company for its actual costs to design, procure and construct the Interconnection Facilities, as set forth in Appendix B.
- 5.7 Ownership. The Company will maintain ownership of the Interconnection Facilities during and after construction.

6. Customer Generating Facilities

The Customer Generating Facilities have the following specifications. A system plan, including the Point of Interconnection is attached hereto as Appendix A.

Manufacturer Name Plate Power Rating: XXX.XX kW

Voltage: XXX/XXX Volts

System Type: Photovoltaic

Interconnection Equipment Location:

Outdoor Manual/Utility Accessible & Lockable Disconnect Switch Distance from Meter:

Describe the location of the disconnect switch:

Existing Electrical Service Capacity: XXX A

Service Character: Three Phase

Total capacity of existing Customer-Generator Facilities (if applicable):

7. Customer Generating Facilities Installation

- 7.1 The Customer-Generator will install, at its own expense, the Customer Generating Facilities.
- 7.2 The Customer-Generator will be solely responsible for maintaining the Customer Generating Facilities in compliance with all applicable laws and regulations at no expense to the Company.
- 7.3 The Customer-Generator shall notify the Company at least 30 days in advance of the initial testing and energization of the Customer Generation Facilities. The Company shall have the right to have a representative present at any such testing.
- 7.4 The Customer-Generator shall notify the Company at least 120 days in advance of start-up of any future additions or equipment modifications to the Customer Generation Facilities or on-site generation, regardless of the source.

8. Operation of the Customer Generating Facilities

- 8.1 The Customer-Generator must ensure that the Customer Generating Facilities cause no damage to the Company's system or equipment and present no undue hazard to Company personnel.
- 8.2 If harmonics, voltage fluctuations, or other disruptive problems on the Company's system are directly attributed to the operation of the Customer Generating Facilities, such problem(s) shall be resolved at the Customer-Generator's expense.
- 8.3 The Company shall have the right to require the Customer-Generator, at certain times and as operating conditions warrant, to limit the production of electrical energy from the Customer Generating Facilities to an amount no greater than the load of the Facility.
- 8.4 If it appears to the Company, at any time, in the reasonable exercise of its judgement, that operation of the Customer Generating Facilities is adversely affecting safety, power quality, or reliability of the Company's electric system, the Company may immediately disconnect and lock-out the Customer Generator Facilities from the Company's electrical system

- 8.5 The Customer-Generator shall furnish, install, operate and maintain in good order and repair, and without cost to the Company, such relays, locks and seals, breakers, automatic synchronizer, a disconnecting device, and other control and protective devices as shall be designated by the Company as being required as suitable for the operation of the generator in parallel with the Company's system.
- 8.6 The Customer-Generator shall provide a manual disconnect switch which shall be under the exclusive control of the Company. This manual switch must have the capability to be locked out by Company personnel to isolate the Company's facilities in the event of an electrical outage on the Company's transmission and distribution facilities serving the Customer-Generator. The Customer-Generator must also provide an isolating device which the Customer-Generator has access to and which will serve as a means of isolation for the Customer's equipment during any qualifying facility maintenance activities, routine outages or emergencies. The Company shall give notice to the Customer-Generator before a manual switch is locked or an isolating device used, if possible; and otherwise shall give notice as soon as practicable after locking or isolating the Customer-Generator's facilities.

9. Metering and Distribution Costs

- 9.1 The Customer Generating Facilities shall be equipped with sufficient metering equipment that can measure the amount of electrical energy produced or consumed by the Customer Generating Facilities.
- 9.2 The Company will supply, own, and maintain all necessary meters and associated equipment utilized for billing. In addition, and for purposes of monitoring Customer-Generator generation and load, the Company may install at its expense, load research metering. The Customer-Generator shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research. Such equipment shall be accessible at all times to utility personnel.
- 9.3 If it is necessary for the Company to install additional distribution equipment to accommodate the Customer Generating Facilities, the Customer-Generator shall reimburse the Company for the costs to purchase and install the necessary additional equipment.
- 9.4 At the request of the Customer-Generator, such costs may be initially paid for by the Company, and any amount up to the total costs and a reasonable interest charge may be recovered from the Customer-Generator over the course of up to twelve (12) billing cycles. Any subsequent meter testing, maintenance, or meter equipment change necessitated by the Customer-Generator shall be paid for by the Customer-Generator.

10. Pricing and Billing

10.1 CHARGES TO COGENERATION CUSTOMER

10.1.1 Cogeneration customers shall pay Company a monthly charge of \$4.50 to pay for additional customer related costs of Company.

10.1.2 The electricity supplied by the Company shall be billed to the Customer-Generator in accordance with the Company's applicable rate schedule for customers in the same rate class;

10.2 Charges to Company

10.2.1 Minimum - There shall be no monthly minimum charge for purchases made by Company.

10.2.2 Rate - Purchases shall be made by Company from a Cogeneration customer at the rate defined in the Company's Cogeneration schedule.

11. Testing and Inspection

11.1 Pre-energization. Prior to energization of the Customer Generating Facilities, the Company will test all Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. The Customer-Generator shall bear the cost of all such testing.

11.2 Post-energization. Each Party shall, at its own expense, perform routine inspection and testing and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Customer Generating Facilities with the distribution system in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

11.3 Right to Observe Testing. Each Party shall notify the other Parties in advance of its performance of tests of its Interconnection Facilities. The other Parties have the right, at its own expense, to observe such testing.

12. Indemnification

Each party will indemnify, hold harmless and defend the other and its officers, directors, shareholders, agents, employees, and representatives from all third party claims, liabilities, fines, interest, costs, expenses and damages (including reasonable attorneys' fees) incurred for any damage, injury, death, loss or

destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the negligence, error, omission, willful misconduct, or misrepresentation on the part of the other party or any of its servants, representatives, agents, employees or contractors.

13. Liability

13.1 Limitation on Liability. Except for the third-party indemnification obligations set forth in this Agreement, in no event will either party be liable for any consequential, incidental, direct or indirect damages to the other under this Agreement. Each party shall bear its own costs related to this Agreement.

13.2 Insurance. Liability insurance is not required of a Customer-Generator of ten kilowatts (10 kW) or less. For generators greater than ten kilowatts (10 kW), the Customer-Generator should consider carrying no less than the value of the property in liability insurance that provides for coverage of all risk of liability for personal injuries (including death) and damage to property arising out of or caused by operation of the Customer Generating Facilities.

14. Modification

No modification, amendment or waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by both Parties.

15. Notice

Any bills, written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service or sent by first class mail, postage prepaid, to the persons specified below:

If to the Customer Generator:

If to the Company:

Evergy
Attn: Kevin Brannon
PO Box 418679

Kansas City, Missouri 64141-9679
E-Mail: Kevin.brannon@evergy.com

16. Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties, and nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.

17. Waiver

17.1 A waiver by either party of any breach of a provision of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing.

17.2 The failure of either Party to insist, on 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.

18. Validity

The illegality, unenforceability, or occurrence of any other event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability or any other portion or provision of this Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is the essence of the Agreement, be determined to be void.

19. Authority

19.1 This Agreement is executed by a duly authorized representative, or employee of the Company who is fully authorized to execute this Agreement on behalf of the Company, and to fully and completely bind the Company to the terms of this Agreement.

19.2 This Agreement is executed by a duly authorized representative, or employee of the Customer-Generator, who is fully authorized to execute this Agreement on behalf of the Customer-Generator, and to fully and completely bind the Customer Generator to the terms of this Agreement.

20. Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the Parties.

21. Confidentiality

Each of the Parties to this Agreement agrees to keep the terms of the Agreement herein confidential and covenants not to disclose the amount or terms of the Agreement to any person or entity not a party to this Agreement except to their accountants and attorneys. Notwithstanding any language to the contrary, the Parties may disclose all or any part of the information contained in this Agreement if such disclosure is required in order to comply with a subpoena or order issued by a court of competent jurisdiction, or as required by law, regulation or action of a regulatory agency (“Disclosure”); provided the Party with the obligation to disclose (i) immediately notifies the other Party of the existence, terms and circumstances surrounding the Disclosure, (ii) consults with the other Party on the advisability of taking legally available steps to resist or narrow the scope of the Disclosure, and (iii) if the Disclosure is required, exercises reasonable efforts at the cost and direction of the Party whose information is to be disclosed to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information which the Party whose information is to be disclosed so designates.

22. Miscellaneous

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

22.2 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Missouri but without regard to the conflict of laws provisions of the State of Missouri.

22.3 Headings. The descriptive headings of the 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.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed the day and year first written above.

Evergy

[Customer-Generator]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX A

Diagram of Customer Generating Facilities

APPENDIX B

Specifications for Point of Interconnection and Construction of Interconnection Facilities

The Customer-Generator interconnects to an existing Company-owned XXX kVA transformer located on the south side of the existing building located east of [XXX] and north of [XXX]. The transformer is connected by underground cable to the Company's [XXX] kV system via a riser pole located on the north side of [XXX] and east of [XXX].

The Company has determined that the system design as outlined in Appendix A does not necessitate additional equipment or facility modifications to accommodate the Facilities Interconnection Agreement. Should any modifications be made by the Customer-Generator to the Customer Generating Facilities, the Company may reevaluate the Customer-Generator's Facilities and the Company's system as outlined in Section 5 of this agreement.