OPTIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ___________ 20__,
by and between «Customer Long Name», a [limited liability company/corporation] organized
and existing under the laws of the State of State (“Interconnection Customer,”) and the U.S.
Department of Energy, acting by and through the BONNEVILLE POWER
ADMINISTRATION, (“Transmission Provider”). Interconnection Customer and
Transmission Provider each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

Interconnection Customer is proposing to develop a Large Generating Facility or
generating capacity addition to an existing Generating Facility consistent with the
Interconnection Request submitted by Interconnection Customer on Date, and entered into
the Interconnection Queue as Request No. G0xxx; and

On or after the date when Interconnection Customer receives the Interconnection
System Impact Study results, Interconnection Customer has further requested that
Transmission Provider prepare an Optional Interconnection Study.

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall
have the meanings indicated in Transmission Provider's Large Generator
Interconnection Procedures (LGIP).

2.0 Interconnection Customer elects and Transmission Provider shall cause an Optional
Interconnection Study consistent with Section 10.0 of the LGIP to be performed in
accordance with the Tariff.

3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions
set forth in Attachment A to this Agreement.

4.0 The Optional Interconnection Study shall be performed solely for informational
purposes.

5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based
on the assumptions specified by Interconnection Customer in Attachment A to this
Agreement. The Optional Interconnection Study will identify Transmission
Provider's Interconnection Facilities and the Network Upgrades, and the estimated
cost thereof, that may be required to provide interconnection service based upon the
assumptions specified by Interconnection Customer in Attachment A.

6.0 Interconnection Customer shall provide a deposit of $10,000 for the performance of
the Optional Interconnection Study, subject to the Financial Terms and Conditions
Statement specified in Attachment B.
7.0 Miscellaneous

7.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by Federal law. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

7.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

7.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

7.4 Waiver

7.4.1 The failure of a Party 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.

7.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty under 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 the Transmission Provider. Any requested waiver of this Agreement shall be provided in writing.
7.5 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.

7.6 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.

7.7 Severability

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

7.8 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
7.8.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

7.8.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

7.9 Assignment

Article 19 of Transmission Provider’s Standard Large Generator Interconnection Agreement is incorporated into and made applicable to this Agreement.

7.10 Representations, Warranties and Covenants

Article 28 of Transmission Provider’s Standard Large Generator Interconnection Agreement is incorporated into and made applicable to this Agreement.
8.0 Attachment A, Assumptions Used in Conducting the Optional Interconnection Study, is incorporated into this Agreement.

9.0 Attachment B, Financial Terms and Conditions Statement, is incorporated into this Agreement.

10.0 Attachment C, Notices, is incorporated into this Agreement.

11.0 Signatures

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

«CUSTOMER LONG NAME»

By: ________________________________

Title: ______________________________

UNITED STATES OF AMERICA

Department of Energy

Bonneville Power Administration

By: ________________________________

Title: Transmission Account Executive

If opting out of the electronic signature:

By: ________________________________

Name: ______________________________

(Print/Type)

Title: ______________________________

Date: ______________________________
ASSUMPTIONS USED IN CONDUCTING THE
OPTIONAL INTERCONNECTION STUDY

The Optional Interconnection Study will provide a sensitivity analysis based upon the following assumptions:

1.) The generating facility which is the subject of Request No. G0xxx is not operating;
NOTICES

Any notice or other communication related to this agreement shall be delivered in person, or with proof of receipt by email, First Class mail, or overnight delivery service to the technical or administrative contact set forth below. Notices are effective on the date received.

«CUSTOMER LONG NAME»

Administrative Contact:  Contact Name  
Title:  Title  
Phone:  (xxx) xxx-xxxx  
E-mail:  

Technical Contact:  Contact Name  
Title:  Title  
Phone:  (xxx) xxx-xxxx  
E-mail:  

Billing Address:

BONNEVILLE POWER ADMINISTRATION

Administrative Contact:  AE Name  
Title:  Senior Transmission Account Executive  
Phone:  (360) xxx-xxxx  
E-mail:  

Technical Contact:  CSE Name  
Title:  Customer Service Engineer  
Phone:  (xxx) xxx-xxxx  
E-mail:  

LGIP Administrator:  GI Administrator Name  
Phone:  (360) xxx-xxxx  
E-mail:  

Mailing Address:  U.S. Department of Energy  
Bonneville Power Administration  
ATTN: LGIP Administrator – TPCC/TPP-4  
P.O. Box 61409  
Vancouver, WA 98666