

INTERCONNECTION FACILITIES STUDY AGREEMENT
Between
TENNESSEE VALLEY AUTHORITY
And
ORIDEN LLC

THIS AGREEMENT, made and entered into as of the 26th day of April, 2021, by and between TENNESSEE VALLEY AUTHORITY ("TVA"), a corporate agency and instrumentality of the United States of America created by and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (the "TVA Act"), and ORIDEN LLC a limited liability company organized under the laws of the State of Delaware ("Interconnection Customer"). TVA and Interconnection Customer are also hereinafter sometimes referred to individually as "Party" and collectively as "Parties." Capitalized terms used in this Agreement that are not defined herein shall have the meaning specified in TVA's currently-effective Standard Large Generator Interconnection Procedures ("LGIP").

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a 125 MW solar photovoltaic Large Generating Facility ("Facility") to be located in Christian County, Kentucky (which is listed in TVA's OASIS as queue number 453); and

WHEREAS, Interconnection Customer has requested to interconnect its proposed Facility with the TVA Transmission System at TVA's Lost City – Hopkinsville 161-kV Transmission Line in order to transmit power and energy from the Facility; and

WHEREAS, TVA has completed an Interconnection System Impact Study to determine the impact of the interconnection of the Facility to the TVA Transmission System; and

WHEREAS, TVA's interconnection process requires that TVA perform an Interconnection Facilities Study ("Study") in conjunction with the interconnection of the Facility to the TVA Transmission System;

NOW, THEREFORE, the Parties agree as follows:

1. In accordance with Interconnection Customer's Interconnection Request, TVA shall perform, at Interconnection Customer's expense, a detailed Study, which Study may include a Project Scoping Workshop ("Workshop") and, if necessary, transmission line siting studies. The Study to be performed by TVA is an engineering study that includes, among other things, a cost estimate for the modifications needed to interconnect the Facility with the TVA Transmission System and an estimated scheduled completion date by which TVA anticipates completing the design, construction, installation, inspection, and testing of said modifications. As a part of the Study, TVA may perform a site inspection prior to the Workshop. Upon TVA's request, Interconnection Customer shall ensure that qualified personnel from Interconnection Customer or its contractors accompany TVA on the site inspection. If necessary, Interconnection Customer shall provide

- free access to its property to TVA and its agents to the extent necessary for TVA to complete the site inspection. TVA may, in its sole discretion, use third party(s) to assist TVA in performing the Study. The Study shall be performed jointly with other utilities where appropriate. The Study shall also include preparation of any necessary agreements the Interconnection Customer needs in order to move forward in TVA's Interconnection Process.
2. THE STUDY SHALL EVALUATE ONLY THE IMPACTS OF INTERCONNECTING THE FACILITY TO THE TVA TRANSMISSION SYSTEM AND DOES NOT ADDRESS ANY ADDITIONAL IMPACTS TO THE TVA TRANSMISSION SYSTEM OR THE ABILITY OF THE TVA TRANSMISSION SYSTEM TO TRANSFER POWER OR ENERGY FROM THE FACILITY TO ANY SPECIFIC LOAD EITHER ON THE TVA SYSTEM OR OFF SYSTEM. Any transmission service request must be submitted to TVA separately. The procedures and deadlines in TVA's Transmission Service Guidelines ("Guidelines") shall govern processing requests for transmission service. If the entity purchasing or selling the Facility electrical output requests firm transmission service, TVA will perform a transmission system impact study as provided under the Guidelines in order to determine the capability of the TVA Transmission System to deliver power from the Facility to the identified loads. The entity purchasing or selling the Facility electrical output shall arrange for and be solely responsible for any necessary transmission of the Facility electrical output to third parties, in accordance with the Guidelines.
 3. An integral part of performing the Study is the Workshop. The Workshop is a joint effort between the Parties to develop a detailed scope of the work activities required for the interconnection of the Facility to the TVA Transmission System, including, but not limited to, preliminary design specifications, construction schedules, and cost estimates. After consultation with Interconnection Customer, TVA shall notify Interconnection Customer of the date, time, and location of the Workshop. To ensure the successful completion of the Workshop, it is necessary that qualified personnel from Interconnection Customer or its contractors attend the Workshop and bring to the Workshop any information, including, but not limited to, drawings, diagrams, and equipment specifications necessary, as requested by TVA. Such qualified personnel attending the Workshop shall have the necessary power and authority to make decisions and commitments on behalf of Interconnection Customer that are integral to satisfactorily completing the Workshop. If TVA, in its sole reasonable judgment, determines that Interconnection Customer has failed to provide the information and qualified personnel required for the Workshop as provided for under this Section 3, TVA may, upon seven (7) Business Days' prior written notice, terminate this Agreement. In the event of termination by either TVA or Interconnection Customer, TVA shall consider Interconnection Customer's request for interconnection to be withdrawn, and Interconnection Customer shall reimburse TVA, in accordance with the provisions of Section 6 of this agreement, for TVA's actual costs, including applicable overheads, incurred by TVA in performing the Study through the date of termination as well as any costs TVA legitimately incurs in administering the termination process. Any termination under this Section 3 shall not affect Interconnection Customer's ability to submit a new request for interconnection. Any such new request shall be treated in all

respects as a new request, however, including assignment of a new interconnection priority based on the date of the new request.

4. Following the completion of the Study, TVA shall prepare and send to Interconnection Customer a Project Scoping Package ("Package"). The typical contents of a standard Package are attached hereto as Exhibit A, although variations may be necessary on certain projects. The Parties recognize that any costs and construction schedules provided by TVA in the Package are estimates only, and such estimates shall not be binding on TVA. TVA shall use due diligence to complete the Study within nine (9) months of the effective date of this Agreement, but due to the complexity of the Study, TVA provides no guarantee that the Study can be completed within this time period. In the event TVA is unable to complete the Study within such time period, it shall so notify Interconnection Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the Study.
5. Due to limitations on TVA's borrowing authority under the TVA Act, customers intending to interconnect to the TVA Transmission System must remit to TVA the full amount equal to TVA's good faith estimate of the cost for performing the Study before TVA will initiate the Study. TVA estimates that the cost of this Study is \$75,000. Concurrent with its execution of this Agreement, Interconnection Customer shall remit to TVA by electronic transfer \$75,000 (the "Upfront Payment"). The Upfront Payment shall be applied (as specified in Section 6 of this Agreement) to Interconnection Customer's reimbursement of TVA for TVA's actual costs, including applicable overheads, incurred by TVA in performing the Study. The Upfront Payment shall be made via the Automated Clearing House ("ACH") per the ACH Wiring Instructions posted on TVA's OASIS website.
6. Interconnection Customer shall reimburse TVA for its actual costs, including applicable overheads, incurred in performing the Study. Said reimbursement is estimated, for convenience only, to be approximately \$75,000.

If the total actual costs, including applicable overheads, incurred by TVA in performing the Study exceed the total of any remaining balance of the Upfront Payment, TVA shall submit to Interconnection Customer a monthly written invoice for TVA's actual costs, including applicable overheads, incurred during the month in excess of said Deposit and Upfront Payment. Such invoices shall be due and payable thirty (30) Calendar Days after the date of the invoice. If the due date falls on a non-Business Day, then the payment shall be due on the next following Business Day. If the total actual costs, including applicable overheads, incurred by TVA in performing the Study are less than the total of any remaining balance of the Upfront Payment, TVA shall refund the difference to Interconnection Customer. Any payments due under this Section 6 shall be made by electronic transfer per the instructions provided to TVA in Appendix 1 of the Interconnection Request unless otherwise directed by an official written notice by the signatory of this Agreement.

In the event that this Agreement is terminated in accordance with Section 3 prior to completing the Study, Interconnection Customer shall reimburse TVA's total

actual costs, including applicable overheads, incurred by TVA in performing the Study through the date of termination as well as any costs TVA legitimately incurs in administering the termination process. TVA shall, as soon as practicable, return the amount, if any, by which the total of any remaining balance of the Upfront Payment exceeds these total actual costs, including applicable overheads. If such costs, including applicable overheads, exceed the total of any remaining balance of the Upfront Payment, TVA shall submit to Interconnection Customer a written invoice for the amount due.

If Interconnection Customer fails to pay the amount of any TVA invoice when due, then Interconnection Customer shall pay interest, calculated in accordance with the methodology specified for interest on refunds in the United States Prompt Payment Act (31 U.S.C. 3901-3906), on the amount that is not paid from the date that such amount is due through the date on which TVA receives payment. TVA shall submit an invoice to Interconnection Customer for such added charge, which shall be due and payable upon receipt.

In case any portion of any invoice is the subject of a bona fide dispute, the undisputed amount shall be payable when due as described above. Any disputed amount subsequently determined to be owed shall be paid promptly after such determination, with interest at the rate specified above from the date such amount would have been due in the absence of any dispute.

Invoices shall be mailed by TVA to Interconnection Customer at the address indicated below:

Oriden LLC (Dogwood Solar)
Attn: Charles A. Vogel
106 Isabella Street, Suite 400
Pittsburgh, Pennsylvania 15212
Email: Charles.Vogel@oridenpower.com

7. The Parties recognize that a distributor of TVA power or a directly-served customer of TVA (each a "TVA Customer") may be required to perform a facilities study as a result of the interconnection of the Facility to the TVA Transmission System. In such case, TVA shall enter into a separate agreement with the TVA Customer which agreement shall include, among other things, provisions governing the TVA Customer's invoicing TVA for the cost of performing the facilities study and TVA's release of Confidential Information to the TVA Customer. Interconnection Customer shall reimburse TVA for all payments made by TVA to the TVA Customer as compensation for the costs incurred by the TVA Customer in performing the facilities study. The provisions of Section 6 of this Agreement shall apply to invoices issued by TVA under this Section 7.
8. If, while performing the Study, TVA identifies any potential impacts on the system of a neighboring utility other than a TVA Customer, TVA shall notify both said neighboring utility and Interconnection Customer that TVA has determined that the Facility has the potential to impact the system of said neighboring utility. Interconnection Customer and said neighboring utility shall enter into the

contractual arrangements that said neighboring utility deems necessary for said neighboring utility to perform its own facilities study.

9. The Parties agree that any Confidential Information provided pursuant to this Agreement and clearly and visibly marked confidential by the providing Party shall be kept confidential, to the extent permitted by law, and that neither Party shall disclose such Confidential Information, except as required by law; provided, however, that either Party may disclose such Confidential Information in any manner consistent with a written consent to such disclosure obtained from the providing Party prior to such disclosure or as provided below. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TVA may disclose such Confidential Information on a strict need-to-know basis to third party(s) assisting TVA in performing the Study or to TVA Customer(s) as provided for in Section 7 of this Agreement, provided, that said third party(s) and TVA Customer(s) have agreed to keep such Confidential Information confidential. The Parties hereby consider this Agreement confidential and agree that, to the extent permitted by law, it shall also be kept confidential in accordance with this Section 9.

Data or other information shall not be deemed Confidential Information where:

- (a) it becomes public information or is otherwise generally available to the public through no action or fault of the receiving Party;
- (b) it is already in the receiving Party's possession prior to the effective date of this Agreement and was not received directly or indirectly from the providing Party;
- (c) it is lawfully received by the receiving Party from a person who did not receive the same information directly or indirectly from the providing Party; or
- (d) it is at any time independently developed by employees or contractors of the receiving Party who have not had access to the Confidential Information in the possession of the receiving Party.

In the event that one Party is required by a State or Federal regulatory authority or court to disclose Confidential Information previously provided in connection with the Study by the other Party under a confidentiality designation, the Party subject to such requirement shall exercise reasonable efforts to obtain a confidentiality agreement with or appropriate protective order from such State or Federal authority or court, as applicable, to preserve the confidentiality of the Confidential Information to be disclosed. Further, upon receipt of such a demand for the Confidential Information, the receiving Party shall promptly notify the other Party.

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's breach of its obligations under this Section 9. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party breaches or threatens to breach its obligations under this Section 9, which equitable relief shall be granted

without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 9, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for direct, indirect, incidental, consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Section 9 other than the recovery of all gains wrongfully acquired from unauthorized disclosure of any Confidential Information.

Notwithstanding the provisions of this Section 9, if TVA determines that transmission line siting is needed as result of the interconnection of the Facility to the TVA Transmission System, Interconnection Customer authorizes TVA to publicly release any Confidential Information about the Facility required for any transmission line siting studies to be performed by TVA.

10. This Agreement may be amended only by a written instrument executed by both Parties.
11. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
12. This Agreement shall not be assigned without the prior written consent of the other Party.
13. This Agreement shall be governed by Federal law.

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

TENNESSEE VALLEY AUTHORITY

By: 
Heather Burnette
Manager
Stakeholder Services & Contracts

ORIDEN LLC

By: 
Name: Masahiro Ogiso
Title: President

Exhibit A

Typical Contents of Project Scoping Package

- Roster of Workshop Attendees
- TVA power specification diagram (SK)
- TVA communication specification diagram (CSD)
- TVA transmission line work order sketch (if available)
- Project schedule
- Summary of estimated costs