

Attachment F

TVA TRANSITIONAL SERIAL
INTERCONNECTION FACILITIES STUDY
AGREEMENT

Lost City Renewables LLC

Muhlenberg County, Kentucky

APPENDIX 8 to LGIP**TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY AGREEMENT**

THIS AGREEMENT is made and entered into this 22nd day of January 2025 by and between LOST CITY RENEWABLES, LLC, a limited liability company organized and existing under the laws of the State of Delaware, (“Interconnection Customer,”) and Tennessee Valley Authority, 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 (“TVA”). Interconnection Customer and TVA each may be referred to as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, 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 and represented with queue assignment dated March 28, 2023; and

WHEREAS, the Generating Facility being proposed by Interconnection Customer is a 250 MW photovoltaic generator which is listed as Q536 in TVA’s interconnection queue; and

WHEREAS, Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested TVA to continue processing its Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed to implement the conclusions of the final interconnection system impact study (from the previously effective serial study process) in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Transmission System; and

WHEREAS, Interconnection Customer has requested TVA to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Cluster Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Transmission System; and

WHEREAS, TVA has provided an Interconnection Facilities Study Agreement to Interconnection Customer on or before November 1, 2024;

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 this LGIP.

- 2.0 Interconnection Customer elects and TVA shall cause an Interconnection Facilities Study consistent with Section 8.0 of this LGIP to be performed.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A to this Agreement, which shall be the same assumptions as the previous Interconnection Facilities Study Agreement executed by Interconnection Customer. Any modifications to the assumptions contained in the previous [Interconnection Request/Interconnection Facilities Study Agreement] are subject to the provisions of Section 4.4 of this LGIP.
- 4.0 The Interconnection Facilities Study Report (i) shall provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Cluster Study. The time for completion of the Interconnection Facilities Study shall be no later than June 12, 2025, one hundred fifty (150) Calendar Days after the execution deadline of this Agreement.
- 5.0 Interconnection Customer has met the requirements described in Section 5.1.1.1 of this LGIP. Along with this executed Agreement, Interconnection Customer shall provide to TVA:
 - (1) A deposit equal of \$17,400,000 to one hundred percent (100%) of the costs identified for all Interconnection Facilities and Network Upgrades in Interconnection Customer's system impact study report. The deposit shall be in the form of an irrevocable letter of credit, cash or other form of security that is acceptable to TVA.
 - (2) Demonstration of Exclusive Site Control for 100% of the proposed Generating Facility.
- 6.0 Interconnection Customer previously provided a study deposit of \$150,000 for the performance of the Interconnection Facilities Study. If Interconnection Customer did not previously provide a study deposit, Interconnection Customer shall provide a study deposit of \$150,000.
- 7.0 Upon receipt of the Interconnection Facilities Study results, TVA shall charge and Interconnection Customer shall pay the actual costs, including applicable overheads, of the Interconnection Facilities Study.
- 8.0 Any difference between the study deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.
- 9.0 Accuracy of Information. Except as a Party ("Providing Party") may otherwise specify in writing when it provides information to the other Party under this Agreement, Interconnection Customer represents and warrants that, to the best of its knowledge, the information it provides to the other Party shall be accurate and complete as of the date the information is provided. The Providing Party shall promptly provide the other Party with any additional information needed to update information previously provided.

- 10.0 Term and Termination. This Agreement shall be effective from the date executed by the Parties and unless earlier terminated in accordance with this Section 10.0, shall continue in effect until the Transitional Serial Interconnection Study is completed. This Agreement shall automatically terminate upon the withdrawal of Interconnection Request pursuant to Section 3.7 of the LGIP. TVA may terminate this Agreement fifteen (15) Business Days after providing written notice to the Interconnection Customer that it has breached one of its obligations hereunder, if the breach has not been cured within such fifteen (15) Business Day period. This Agreement shall continue in effect after termination, to the extent necessary, to provide for final billings and payments for costs incurred pursuant to this Agreement and to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect.
- 11.0 Force Majeure. 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 by email and 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 by email as soon as reasonably possible and shall specifically state full particulars 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.
- 12.0 Indemnity. Interconnection Customer (the "Indemnifying Party") shall at all times indemnify, defend, and hold harmless TVA and its directors, officers, representatives and employees and the United States of America, including its departments, agencies, and instrumentalities (each an "Indemnified Person") from and against 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 Interconnection Customer's action or inactions of its obligations under this Agreement on behalf of the Indemnifying Party, except as pre-empted by federal law or in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 12.1 Indemnified Person. If an Indemnified Person is entitled to indemnification under this Section as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed 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.
- 12.2 Indemnifying Party. If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Section, 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.
- 12.3 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 this Section 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.
- 13.0 Consequential Damages. 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.
- 14.0 Representations, Warranties and Covenants. Each Party makes the following representations, warranties and covenants:
- 14.1 Good Standing. Such Party is duly organized, validly existing and in good standing under federal law or the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; 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 carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- 14.2 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).

- 14.3 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.
- 14.4 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 Miscellaneous.
- 15.1 Confidentiality. This Agreement is subject to the confidentiality provisions in Section 13.1 of the LGIP.
- 15.2 Disputes. This Agreement is subject to the dispute provisions in Section 13.5 of the LGIP.
- 15.3 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.
- 15.4 Entire Agreement. This Agreement, including all Attachments 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 which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.
- 15.5 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.
- 15.6 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, or 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 TVA. Any waiver of this Agreement shall, if requested, be provided in writing.

- 15.7 Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 15.8 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.
- 15.9 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties.
- 15.10 Modification by the Parties. The Parties may by mutual agreement amend the Attachments 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.
- 15.11 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.
- 15.12 Consistency with Federal Laws and Regulations. Nothing in this Agreement shall compel any person or federal entity to: (1) violate Federal statutes or regulations; or (2) in the case of a Federal agency, to exceed its statutory authority, as defined by any applicable Federal statutes, regulations, or orders lawfully promulgated thereunder. If any provision of this Agreement is inconsistent with any obligation imposed on any person or Federal entity by Federal law or regulation to that extent, it shall be inapplicable to that person or Federal entity. No person or Federal entity shall incur any liability by failing to comply with this Agreement that is inapplicable to it by reason of being inconsistent with any Federal statutes, regulations, or orders lawfully promulgated thereunder; provided, however, that such person or Federal entity shall use its best efforts to comply with the Agreement to the extent that applicable Federal laws, regulations, and orders lawfully promulgated thereunder permit it to do so.

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.

TENNESSEE VALLEY AUTHORITY

By: **Smith,
Heather** _____
Digitally signed by Smith,
Heather
Date: 2025.01.15 11:08:15
-05'00'

Heather Smith
Manager
Stakeholder Services & Contracts

Date: _____

LOST CITY RENEWABLES, LLC

By: _____
DocuSigned by:
Sean Toland
DAAFB4326870462...

Print Name: Sean Toland

Title: Authorized Signer

Date: January 8, 2025

Attachment A To Appendix 8

Transitional Serial Interconnection Facilities Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE TRANSITIONAL SERIAL INTERCONNECTION FACILITIES STUDY

[Assumptions and data to be completed/provided by Interconnection Customer]

Provide location plan and simplified one-line diagram of the plant and station facilities. The one-line diagram should be consistent with any drawings submitted with the Interconnection Request upon which the Cluster Study or Restudy was based.

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

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 Programmable Logic Controller (PLC) will be located at Interconnection Customer's Large Generating Facility? _____

What protocol does the control system or PLC use? _____

Please provide a General Arrangement & Site Plan. Sketch the plant, station, transmission line, and property line. Include latitude/longitude at the POI on the plan. Latitude/longitude should be consistent with any drawings submitted with the Interconnection Request upon which the Cluster Study or Restudy was based.

Physical dimensions of the proposed interconnection station:

Bus length from generation to Interconnection Customer's interconnection station:

Gen-tie line length in miles from Interconnection Customer's interconnection station to TVA's demarcation structure.

Transmission Line Structure Number observed in the field. (Noted on structure)*

Number of third-party easements required for transmission lines*: _____

* To be completed in coordination with TVA.

Is the Large Generating Facility in TVA's service area?

Yes ___ No ___ Local Power Company: _____

Please provide proposed schedule dates:

Gen-Tie and Sub Detailed Engineering Start	Date:
Gen-Tie and Sub Detailed Engineering Complete	Date:
Land Options Executed	Date:
IC Switch House Available for TVA Equipment Installation (Set up with power and communication hookups)	Date:
Generator step-up transformer receives back feed power	Date:
Initial Synchronization Date	Date:
Performance Testing Readiness	Date:
Commercial Operation Date	Date: