UMPA/MEMBER CITY - SOLAR POWER PROGRAM

ATTACHMENT D
INTERCONNECTION AGREEMENT

This Interconnection Agreement is made and entered into this ____day of _____, 20__, by and among the [Customer Name_____] (Customer), an electrical Customer of Member City, the Member City [Member City Name _____] (Member City), a municipal corporation in the State of Utah, and Utah Municipal Power Agency (Agency), a Utah energy services interlocal entity.

RECITALS

WHEREAS, the Agency and Member City's Solar Power Program gives qualifying customers the opportunity to connect solar generators to Member City's Electrical System pursuant to this Interconnection Agreement and to sell the energy produced by the solar generators to the Agency via a Power Sales Agreement.

WHEREAS, the Customer receives retail electric power service from Member City at _____ (Service Address) under an account in its name.

WHEREAS, the Customer has submitted an Application to Participate in the Solar Power Program.

WHEREAS, the Agency and Member City have approved the Customer and its Solar Facility described in the Application for participation in the Solar Power Program.

WHEREAS, Member City, Agency, and the Customer wish to enter into this Solar Interconnection Agreement to provide for the Customer's construction, operation, and maintenance of the Solar Facility and for the interconnection of the Solar Facility to Member City's distribution system.

AGREEMENT

1. DEFINITIONS

The capitalized terms in this Interconnection Agreement are defined in Attachment A of the Solar Power Program.

2. PURPOSE OF INTERCONNECTION AGREEMENT

2.1. This Interconnection Agreement: (a) governs the Parties' respective rights and obligations with respect to the Customer's interconnection and parallel operation of the Solar Facility with Member City's Electrical System and (b) applies only to the Solar Facility described in the Approved Application and operating at the Customer's Service Address.

2.2. This Interconnection Agreement does not give the Customer the right to retail electric service or to transmission service for the output of its Solar Facility and does not modify or otherwise affect any other agreement(s) between the Agency, Member City, and the Customer.

3. TERM

This Interconnection Agreement shall become effective when all Parties execute the Interconnection Agreement and the Sales Agreement and shall continue in effect for a period of ten (10) [to match the PPA term] years from the date of issuance of the Permit to Operate and from year-to-year thereafter, unless terminated earlier under Section 18 of the Interconnection Agreement.

4. CUSTOMER'S COMPLIANCE WITH PROGRAM STANDARDS.

4.1. The Customer shall keep itself fully informed of the Program Standards including laws, ordinances, codes, rules and regulations, governmental general and development plans, setback limitations, rights of way, and all changes thereto, which in any manner affect the Customer's construction, operation, maintenance, and repair of the Solar Facility and sale to the Agency of the Energy produced by the Solar Facility, all as provide for in the Agreements.

4.2. The Customer shall, at its sole expense, obtain all land use approvals, building permits, and other permits or licenses, including easements or other permanent interests in real property, which may be required in connection with the construction, operation, repair, and maintenance of the Solar Facility and shall give all notices, pay all fees, and take all other action which may be necessary to ensure that the Solar Facility is constructed operated, repaired, and maintained in accordance with the Program Standards and Applicable Law.

4.3. The Customer shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing as a result of the construction and operation of the Facility or the sale of the Energy to the Agency, including but not limited to (a) income taxes, (b) energy or sales taxes, (c) employment related fees, assessments, and taxes, (d) property or privilege tax and (d) general excise taxes.

5. CONSTRUCTION OF THE SOLAR FACILITY AND ISSUANCE OF PERMIT TO OPERATE

5.1. The Customer shall, at its sole expense, construct the Solar Facility in compliance with the Program Standards including: (a) the Approved Application including all construction and design criteria, (b) Prudent Utility Practice including applicable electric codes, (c) Member City's Interconnection Standards, and (d) Applicable Law. The Customer may not alter the approved construction and design criteria, without Member City's prior written consent, which consent shall not be unreasonably withheld.

5.2. The Customer shall complete construction within six (6) months of the Agency and Member City's approval of the Application or the application becomes void.

5.3. The Agency and Member City has the right, but not the obligation, to inspect the construction of the Solar Facility to verify compliance with the Program Standards. The Customer shall give the Agency and Member City: (a) reasonable access to the construction site to observe on-going and completed construction, and (b) reasonable notice before covering or making any completed work inaccessible for inspection or testing. If the Customer has not given reasonable notice and completed work is not reasonably accessible for inspection, the Agency and Member City may defer or decline issuance of a Permit to Operate until the Customer, at its own expense, makes the work accessible for inspection.

5.4. Performance Verification and Testing.

5.4.1. The Customer shall verify the suitable performance of the Solar Facility by conducting the performance verification testing recommended by the manufacturers of the component parts of the Solar Facility or required by the Program Standards.

5.4.2. The Customer shall provide Member City with fourteen (14) days' advance written notice before the verification testing and permit Member City to observe the testing. If the Customer fails to provide such notice, Member City may require the Customer to conduct the verification testing again, at the Customer's expense, and to permit Member City to observe the testing.

5.5. Upon completion of construction and verification testing, the Customer may provide the Agency and Member City with a written notice of completion including: (a) a written certification that the Solar Facility has been installed and tested in compliance with the Program Standards, including equipment manufacturers' instructions, (b) the building inspector's final approval of the construction, and (c) a report of the results of the verification testing.

5.6. Within five (5) business days of its receipt of the notice of completion, the Agency and Member City will inspect the Solar Facility to determine whether the Facility complies with Program Standards. If the Solar Facility satisfies the Program Standards, the Agency and Member City will issue a Permit to Operate and install the Production Meter. The Permit to Operate may include conditions concerning the operation or maintenance of the Solar Facility. After issuance of the Permit to Operate, the Customer may close the disconnect switch and operate the Solar Facility.

If the Solar Facility does not comply with the Program Standards, the Agency and Member City shall notify the Customer, in writing, of the deficiencies and what actions, if any, the Customer may take to correct the deficiencies and obtain a Permit to Operate. The Agency and Member City will not issue a Permit to Operate unless the Solar Facility complies with the Project Standards and the Customer has paid all amounts due the Agency and Member City.

If the Customer disputes the Permit conditions or Member City's reasons for denying the Permit, the Customer may submit the matter for resolution under Section 17 of the Interconnection Agreement.

5.7. After the Permit to Operate is issued, the Customer shall not modify the Solar Facility, its protective devices, or other components without the Agency and Member City's prior written consent, which consent shall not be unreasonably withheld.

6. CONSTRUCTION OF AND PAYMENT FOR SYSTEM UPGRADES

6.1. The System Upgrades and Member City's estimate of the cost of the System Upgrades (including labor, material, and overhead/administrative cost) are attached hereto as Attachment B. The Customer shall pay the estimated System Upgrades cost upon execution of the Agreements.

6.2. Member City shall construct the System Upgrades pursuant to the schedule in Attachment B. After the construction is complete, Member City shall provide the Customer with documentation showing Member City's actual System Upgrades cost (including engineering, labor, material, and overhead/administrative cost) and shall reimburse the Customer for any overpayment or invoice the Customer for any deficiency between the amount initially paid and the actual cost of the System Upgrades.

6.3. Member City shall own, operate, maintain, and repair the System Upgrades.

7. INSTALLATION, MAINTENANCE, REPAIR, AND OWNERSHIP OF PRODUCTON METER

7.1. At its own expense, Member City shall: (a) install a Production Meter at the Solar Facility or at the location identified in the Approved Application, (b) repair, maintain, and test the Production Meter, and (c) have the right to reasonable access to the Production Meter for repair, maintenance, inspection, and testing. The Production Meter shall be sealed and the seals shall be only be broken by Member City when required for inspection, testing, or adjustment of the Production Meter and when the Customer has been given a reasonable opportunity to be present to observe.

7.2. Member City shall also conduct such tests of the Production Meter as the Customer may reasonably request provided that the Customer pays, in advance, the testing costs. The Customer may be present and observe such testing.

7.3. If the testing shows the Production Meter under-or-over reports the production by more than two percent (2%), then Member City shall, at its own expense: (a) replace the Production Meter, (b) make any adjustments in the Monthly Statements as provided in Section 5. of the Sales Agreement, and (c) reimburse the Customer's payment of the testing costs, if any.

8. OPERATION, MAINTENANCE AND REPAIR OF SOLAR FACILITY

8.1. The Customer shall not operate its Solar Facility in parallel with Member City's System unless Member City has first issued a Permit to Operate.

8.2. Upon issuance of the Permit, the Customer, at its own expense, shall own, operate, maintain, and repair the Solar Facility in compliance with the Program Standards.

8.3. After issuance of the Permit, the Customer shall not modify the Solar Facility without the Agency and Member City's prior, written approval, which approval shall not be unreasonably withheld. Upon the Agency and Member City approval, the Customer shall make the modifications in a manner consistent with the Program Standards and Member City's approval. If the Customer modifies its Facility without written approval or in a manner inconsistent with the Program Standards or the Agency and Member City's approval, Member City may disconnect the Solar Facility and, at the Customer's sole expense, inspect the modifications and test the System for compliance with the Program Standards and this Interconnection Agreement. Member City shall notify the Customer of any deficiencies and the Customer shall, at its own expense, correct the deficiencies before Member City will reconnect Solar Facility.

8.4. The Customer must maintain the Solar Facility in compliance with the Program Standards including manufacturers' recommended periodic maintenance. If the Customer fails to properly maintain the Facility, Member City may disconnect the Solar Facility until such time the Customer provides documentation or other proof of proper maintenance in compliance with the Program Standards.

9. MEMBER CITY'S INSPECTION AND TESTING OF THE SOLAR FACILITY

After the issuance of the Permit to Operate, Member City may, from time-to-time and upon reasonable notice to the Customer, conduct on-site inspections and testing of the Solar Facility to verify compliance with the Program Standards. Member City shall initially pay the cost of such inspection and testing, subject to reimbursement by the Customer if the inspection or testing shows that the Solar Facility or its operation is not in compliance with the Program Standards.

10. DISCONNECTION OF SOLAR FACILITY AND INTERRUPTION OF DELIVERY OF ENERGY

10.1. As used in these Agreements, "Emergency" means a sudden or unexpected circumstance or the resulting state that calls for immediate action to avoid the imminent risk of: (a) a significant disruption of service to customers or (b) injury to person or property.

10.2. Member City may disconnect the Solar Facility, without liability to the Customer, under the following circumstances regardless of whether the circumstances were caused by a Force Majeure or the Customer's Default:

10.2.1. Emergency Disconnection. Member City may disconnect the Solar Facility, without prior notice to the Customer: (a) if reasonably necessary to eliminate conditions that constitute a potential hazard to Member City personnel, the Customer, or the general public; (b) if pre-Emergency or Emergency conditions exist on Member City's System; (c) if a hazardous condition relating to the Solar Facility is observed by Member City personnel or reported to Member City; or (d) if the Customer has, without Member City's prior written consent, modified any protective device. Member City

shall notify the Customer of the disconnection under this Section 10.2.1, as soon as reasonably possible following the disconnection.

10.2.2. Planned Outages. Member City may curtail the output of the Customer's Solar Facility or temporarily disconnect the Solar Facility for maintenance, construction, and repairs on Member City's System. Member City shall provide the Customer with five (5) business days' notice prior to such interruption and shall coordinate such reduction or temporary disconnection with the Customer, in a manner consistent with Prudent Utility Practice.

10.2.3. Forced Outages. During a forced or unplanned outage on Member City's System affecting the Solar Facility, Member City may disconnect the Solar Facility to permit repairs and upgrades to remedy the cause of the outage. Member City shall use reasonable efforts to provide the Customer with notice of the outage.

10.2.4. Solar Facility's Disruption or Interference with Member City's System. Regardless of whether an Emergency exists or whether the Customer has Defaulted, Member City may disconnect the Solar Facility if Member City has determined the Solar Facility or its operation causes or may cause: (a) disruption or deterioration of service to other customers, (b) damage to Member City's System, or (c) risk to the safety of Member City personnel, the Customer, the general public, or their property. Except in an Emergency, Member City shall give the Customer advance, written notice of the reason for the disconnection under this Section 10.2.4, and the Customer shall have five (5) business days to eliminate the reasons for the proposed disconnection.

Member City's good faith disconnection of the Solar Facility as provided in this Section 10.2 shall excuse the Agency's obligation to purchase and the Customer's obligation to sell the Energy from the Solar Facility under Section 4 of the Sales Agreement and shall not give rise to any liability of the Agency and Member City to the Customer.

10.3. In addition to disconnection under Section 10.2, Member City may disconnect the Solar Facility if

10.3.1. the Customer is in Default of a material provision of the Agreements, or

10.3.2. the Customer modifies the Facility in violation of Section 8.

In the event of a disconnection under this Section 10.3, the Agency's obligation to purchase Energy shall be excused and it may pursue its remedies under Section 15 of the Interconnection Agreement.

11. OPERATION, MAINTENANCE, AND REPAIR OF MEMBER CITY'S SYSTEM

Member City shall own, operate, and maintain Member City's System consistent with Prudent Utility Practice to effectuate Member City's receipt and purchase of the Energy at the Production Meter under the Sales Agreement.

12. MEMBER CITY ACCESS TO SOLAR FACILITY AND MEMBER CITY EQUIPMENT

Member City shall have access to the disconnect switch of the Solar Facility at all times. In addition, Member City, upon reasonable notice and during ordinary business hours, shall have the right to access the Solar Facility and Member City's equipment located on the Customer's property.

13. CUSTOMER'S REPRESENTATIONS AND WARRANTIES

The Customer represents and warrants as follows:

13.1. The information provided to the Agency and Member City in the Application and supporting documents is true and correct on the date the Agency and Member City approved the Application and on the date the Agency and Member City issues the Permit to Operate.

13.2. The Customer has constructed the Solar Facility consistent with the Program Standards and shall operate, maintain, repair, and replace the Facility consistent with the Program Standards.

13.3. The Customer is and shall remain a Commercial or Industrial Customer receiving service at the Service Address during term of the Agreements.

14. DEFAULT

14.1. General. A "Default" means the occurrence of any of the following:

14.1.1. The failure to make, when due, any payment required pursuant to the Agreements, if such failure is not remedied within three business days after written notice.

14.1.2. A Party's failure to deliver or take Energy in breach of the Agreements as provided in Section 14.2.

14.1.3. The Customer's or the Agency's or Member City's failure to comply with any other covenant of the Agreements, if such failure is not remedied within thirty (30) days after the defaulting Party's receipt of a written notice describing the alleged failure.

14.1.4. The bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings, including without limitation proceedings under Title 11, Chapter 9, United States Code or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors, are instituted by or against the Customer or the Agency and Member City and, if so instituted, said proceedings are consented to or are not dismissed within thirty days after such institution.

14.2. Failure to Deliver or Take Energy.

14.2.1. The Agency and Member City's Failure to Take. The Agency is in Default if the Agency fails to take Energy in breach of this Agreement and such failure is not remedied within thirty (30) days after its receipt of the Customer's written notice of default describing the alleged breach.

14.2.2. Customer's Failure to Deliver. The Customer is in Default, if the Customer, in breach of the Agreements, fails to deliver Energy in commercially reasonable time and size blocks and consistent with the Project Standards and if such failure is not remedied within ninety (90) days after the Customer's receipt of the Agency and Member City's written notice describing the breach.

14.2.3. Multiple Violations. A Party shall not be entitled to an opportunity to cure a breach under Section 14.2, if, during the prior twelve (12) months, the Party on three or more occasions failed to deliver or take Energy.

14.3. Effect of Cure. If a Party timely cures a Default, then no Default shall exist and the noticing Party shall take no further action.

15. REMEDIES

15.1. In the event of a Default and subject to Sections 15.2 and 15.3, the non-defaulting Party may:

15.1.1. recover all amounts described in Section 14.1.1,

15.1.2. terminate the Agreements by giving the defaulting Party a notice of intent to terminate as provided in Section 18,

15.1.3. recover any amounts that accrued but were not yet payable prior to the Termination Date,

15.1.4. recover damages caused by the defaulting Party's Default,

15.1.5. bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, or action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of the Agreements, subject to satisfaction of the conditions in Section 17.

15.2. Limitation on Remedies and Damages for Failure to Deliver or Take Energy.

15.2.1. Definitions: The following definitions apply to the computation of damages under this Section 15.2:

15.2.1.1. "Average Monthly Production" means the Facility's average monthly production during the time period from the commencement of

commercial operation to the Default or, if the Facility has been operated less than twelve months, the Estimated Annual Production divided by twelve.

15.2.1.2. "Default Period" means: the lesser of twelve months or the number of months or parts of months that the defaulting Party has not purchased or delivered Energy in Default of its obligations under the Agreements.

15.2.1.3. "Estimated Annual Production" means the annual estimate of Energy production, based on PVWatts® (NREL) or similar calculator, as set forth in Schedule 1 to Application Attachment B hereto.

15.2.1.4. "Rate" means the purchase price in Section 4.2 of the Sales Agreement.

15.2.2. In the event of a Default under Section 14.2, the non-defaulting Party's exclusive remedies shall be termination of the Agreements and/or recovery of damages in an amount equal to the product of the Average Monthly Production, the Default Period, and the Rate.

This computation of damages is not a penalty and represents a reasonable estimate of the non-defaulting Party's damages given the difficulty, impossibility, or cost of proving a more precise amount of damage, in light of the dollar amounts in issue.

15.3. Limitation of Remedies and Damages. Except for indemnification under Section 23, the Parties' remedies and damages in the event of default are limited as follows:

15.3.1. WITH RESPECT TO A DEFAULT OR DAMAGE CLAIM FOR THE FAILURE TO TAKE OR DELIVER ELECTRICY UNDER SECTION 14.2, A PARTY'S SOLE AND EXCLUSIVE REMEDY IS THE EXPRESS REMEDY OR MEASURE OF DAMAGES IN SECTION 15.2 AND THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

15.3.2. WITH RESPECT TO DEFAULTS FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS NOT PROVIDED IN SECTION 15.2, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. WITH RESPECT TO SUCH DEFAULTS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, OR CONTRACT.

15.4. Notwithstanding the limitations in this Section 15, either Party may seek equitable relief to enforce the negotiation and mediation provisions of Section 17.

16. AGENCY AND MEMBER CITY DISCLAIMER OF WARRANTIES AND LIABILITY

THE AGREEMENTS ARE NOT INTENDED AND SHOULD NOT BE INTERPRETED AS CREATING A WARRANTY OF ANY KIND (WHETHER EXPRESS OR IMPLIED) CONCERNING MEMBER CITY'S SYSTEM AND EQUIPMENT CONNECTED TO THE CUSTOMER'S SOLAR FACILITY, ALL OF WHICH ARE PROVIDED AND ACCEPTED "AS-IS." MEMBER CITY EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, MEMBER CITY IS NOT RESPONSIBLE FOR PROTECTING THE SOLAR FACILITY FROM FLUCTUATONS ON MEMBER CITY'S SYSTEM AND THE CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR PROTECTING THE SOLAR FACILITY, PROPERTY, AND PERSONS FROM SUCH FLUCTUATIONS. MEMBER CITY SHALL NOT BE LIABLE FOR DAMAGES TO THE CUSTOMER, ITS SOLAR FACILITY, PROPERTY, OR PERSONS LOCATED IN OR AROUND THE FACILITY CAUSED BY THE OPERATION, FAULTYOPERATION, OR NON-OPERATION OF MEMBER CITY'S SYSTEM EXCEPT AS PROVIDED IN SECTION 15.2.

17. DISPUTE RESOLUTION

17.1. Good Faith Resolution of Disputes. The Parties shall attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

17.2. Mediation. If good faith negotiations do not resolve a dispute under this Agreement, a Party may submit to the other Party a notice of dispute and the Parties shall thereafter attempt to resolve the dispute through good faith negotiations. If the dispute is not resolved within thirty (30) business days after the notice is served, the Parties shall submit the dispute to mediation by a mutually acceptable mediator. The mediation shall occur at Member City's offices or at such other location as the Parties may agree. In the event that mediation does not resolve the dispute, each Party shall then be free to enforce its rights under the Agreements through litigation.

17.3. Although the Parties intend to negotiate and mediate in good faith, they agree that no Party can be held liable in damages for an alleged breach of an obligation to mediate in good faith. The Parties further agree that no Party can be held liable for expenses incurred or opportunities foregone by the other Party in reliance on the Party's agreement to mediate in good faith.

17.4. Completion of good faith negotiations under this Section 17 is a condition precedent to a Party's right to commence litigation to enforce the Agreements, except for

litigation seeking equitable relief to remedy an imminent threat of injury to person or property or to enforce this Section 17**.**

17.5. Waiver of Jury.

THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THE AGREEMENTS OR THE PARTIES' ACTIONS IN RELATION TO THE AGREEMENTS' SUBJECT MATTER, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, OR UNDER STATUTE.

18. TERMINATION

18.1. The Agreements may be terminated as follows:

18.1.1. The Agreement terminates at the end of the term.

18.1.2. The Customer may terminate the Agreements at any time, by giving the Agency and Member City written notice of termination that identifies the Termination Date which shall not be earlier than ninety (90) days from receipt of the notice.

18.1.3. The Agreements shall terminate, automatically, if: (i) the Customer fails, for any reason, including a Force Majeure, to obtain a Permit to Operate within six (6) months of the later of the effective date of the Agreements, (ii) either of the Agreements is terminated for any reason including a Force Majeure, (iii) the Customer ceases to be a Commercial or Industrial Customer at the Service Address, or to be the owner of the Solar Facility, or (iv) a Party attempts to assign either or both of the Agreements in violation of Section 20. In the event of termination under this Section 18.1.3, and without further action by a Party, the Termination Date shall be the date on which a Party provides notice of the termination to the other party.

18.1.4. In the event of a Default and except as provided in Section 18.1.3, the non-defaulting Party may terminate the Agreements by giving the defaulting Party a notice of intent to terminate that describes the Default and identifies the Termination Date which shall not be earlier than the date of the defaulting Party's receipt of the notice.

18.1.5. If a Force Majeure is not resolved within six (6) months as provided in Section 24, a Party may terminate the Agreements by giving the other Party a notice of termination that identifies a Termination Date, which shall not be earlier than the date of the other Party's receipt of the notice.

18.2. Notwithstanding any other provision of the Agreements, the termination of one of the Agreements terminates both Agreements.

19. DISCONNECTION AND SURVIVAL OF OBLIGATIONS ON TERMINATION

19.1. On the Termination Date, Member City may disconnect the Solar Facility from Member City's System and the Parties' respective obligation to sell or buy Solar Energy shall terminate, except for the obligation to pay for Energy delivered prior to the Termination Date.

19.2. The provisions of the Agreements shall survive the termination or expiration to the extent necessary to accomplish their purpose and to permit their full performance. Without limiting the foregoing, the following rights or obligations survive termination of the Agreements:

19.2.1. a right based on breach or performance of the Agreements prior to the Termination Date;

19.2.2. the obligation to make payment that accrued prior to the Termination Date whether or not due on the Termination Date;

19.2.3. the obligation to indemnify under Section 23;

19.2.4. Member City's right to disconnect the Solar Facility under Section 10 and to enter the Customer's property to remove the Meter and disconnect the Solar Facility;

19.2.5. the dispute resolution provisions of Section 17and the choice of law and forum provisions of Section 25.12;

19.2.6. a term limiting the time for commencing an action or for giving notice;

19.2.7. a limitation of remedy or modification or disclaimer of warranty;

19.2.8. any term that the agreement provides will survive; and

19.2.9. the Solar Facility will be disconnected from Member City's System.

20. ASSIGNMENT

20.1. Except as provided in Section 20.6, a Party shall not assign or attempt to assign the Agreements unless: (a) the assigning Party simultaneously assigns both Agreements to the same assignee as provided in Section 20.2 and (b) the assigning Party obtains the prior, written consent of the other Party.

20.2. A Party may request the other Party's consent to an assignment by a written request that includes: (a) the proposed assignee's name, mail, and email addresses, and principals, (b) documentation showing that the proposed assignee has an equal or greater credit rating than the assigning Party and has the legal authority and operational ability to satisfy the obligations of the assigning Party under the Agreements (including, as to the Customer, those obligations relating to the size, location, and operation of the Solar Facility), and undertakes, in writing, to perform those obligations.

20.3. As a condition to consenting to the assignment, the Agency and Member City may require the assignee to submit an Application and to qualify for participation in the Program.

20.4. Any attempted assignment that violates this article is void and ineffective and causes termination of the Agreements under Section 18.1.3.

20.5. An assignment shall not relieve a Party of its obligations under the Agreements. A permitted assignee is responsible for meeting the same financial, credit, and insurance obligations as the assigning Party.

20.6. The Customer may assign its right to payment under the Power Sales Agreement to a financial institution without the Agency's consent, provided that the assignment is in a writing that expressly excludes the assignment or delegation of any other right or obligation under the Agreements including, without limitation, the right to operate the Solar Facility interconnected to Member City's System or to sell the Energy to the Agency.

21. LIABILITY

21.1. The Agency and Member City shall not be liable or responsible for the safety, reliability, design, or protection of the Solar Facility from the operation of Member City's System. The Agency and Member City's approval of the Application, including the design and specifications of the Solar Facility or the Customer's compliance with this Agreement or the Program Standards, does not mean that the Solar Facility is safe or may be reliably or economically operated. The Customer is solely responsible and assumes all risk and liability for the economical, safe, and reliable operation of the Solar Facility.

21.2. The Program Standards are designed to protect Member City's distribution system and not specifically the Customer's Solar Facility. The Customer is solely responsible for providing adequate protection for the Solar Facility and all associated equipment. The Customer's protective devices must not impact the operation of other protective devices utilized on Member City's distribution system in a manner that would affect Member City's ability to provide reliable service to its customers.

The Solar Facility's protective functions must sense abnormal conditions and disconnect the Solar Facility from Member City distribution system during abnormal conditions. All Solar Facilities must be capable of sensing line-line-line, line-line, and line-ground faults on the distribution feeder supplying the Solar Facility and must disconnect from the line to protect both the line from further damage and the generator from damage due to excessive currents or unusual voltages. The settings of these relays will be coordinated with Member City's substation relaying.

21.3. The Agency and Member City are political subdivisions of the State of Utah and, as such, its liability is governed, limited and controlled by the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 *et seq*., as now exists or hereafter may be amended. This

Agreement is not intended and should not be interpreted as a limitation or waiver of the immunities and procedures provided in said Act.

21.4. The Agreements, Program Standards, or related documents are not intended and should not be interpreted as creating any duty to, any standard of care with reference to, or any liability to any third person.

22. INSURANCE

22.1. Types and Amounts of Insurance. The Customer shall not commence or continue operation of the Solar Facility while connected to Member City's System unless the Customer has obtained and maintains in good standing and at its own expense, insurance of the following types and amounts:

22.1.1. Property Insurance. The Customer shall provide all- risk property insurance for the loss of or damage to the Solar Facility and/or the property on which the Solar Facility is located in the amount of the value of the insured property.

22.1.2. General Commercial Liability Insurance. The Customer shall provide general commercial liability insurance based on the Solar Facility's size as follows of $1,000,000 per occurrence and $2,000,000 annual aggregate.

The commercial general liability insurance shall include, but not be limited to, commercial general liability, completed operations liability, protective liability, blanket contractual liability, products liability, and broad form property damage. The amount of coverage, as a combined single limit, shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may occur directly or indirectly out of or arise out of or in connection with the construction, operation, and maintenance of the Solar Facility and for the defense of claims arising therefrom.

22.2. Terms of Insurance.

22.2.1. Additional Insured. The Agency and Member City and its members, directors, officers, employees, consultants and contractors ("Insureds") shall be additional insureds by endorsement (1.S.o. Form "B:CG2010" or its equivalent) under the Commercial General Liability insurance policies as to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may arise directly or indirectly out of or in connection with the construction, operation, and maintenance of the Solar Facility.

22.2.2. Primary Insurance. The Customer's insurance shall be primary with respect to the additional Insureds; and insurance coverage maintained by the Agency and Member City shall be in excess of the Customer's insurance and be non-contributing.

22.2.3. Waiver of Subrogation. The Customer's insurance carriers by endorsement (1.S.0. Form #CG 2404 11 85 or its equivalent) shall waive their rights of

recovery against the Agency and Member City, its members, directors, officers, and employees, and their successors or assigns including their directors, officers, and employees individually and collectively.

22.2.4. Separate or Cumulative Coverage. By endorsement (1.S.0 Form #CG 2501 11 85 or its equivalent), the limits of Commercial General Liability Insurance as required in the Agreements shall apply separately to the Solar Facility or its operation and shall not be reduced by other claims unless the insurance carrier has provided an endorsement agreeing, during the Agreements terms, to immediately notify the Agency and Member City each time the Commercial General Liability limits have been impaired by more than ten percent (10%), either cumulatively or severally, of the limits indicated on the certificate.

22.2.5. Notice of Cancellation or Modification. The endorsement shall provide that the insurance carrier will give the Agency and Member City thirty (30) days advance written notice of cancellation, nonrenewal, or any material change in the coverage for all insurance policies required in the Agreements.

22.3. Certificates of Insurance. As a condition to issuance of a Permit to Operate, the Customer shall provide certificates of insurance for the policies described above. The certificates and related endorsements must be satisfactory to the Agency and Member City as to form and content and must comply with all insurance requirements as set forth herein or the certificate and endorsement may be rejected; and, at its option, the Agency and Member City may terminate the Agreements.

23. INDEMNIFICATION

Each Party ("Indemnifying Party") indemnifies and saves harmless and defends the other Party and its members, directors, officers, employees, consultants, attorneys, and contractors ("Indemnities") against any and all third party claims, liability, loss, damage, cost, expense, award, fine, settlement, or judgment (including attorneys' fees and costs) to the extent caused by the Indemnifying Party's acts or omissions occurring in connection with the Indemnifying Party's construction, operation, and maintenance of its facilities under the Agreements ("Claim"). If the Claim is asserted by an employee of the Indemnifying Party, anyone directly or indirectly employed by the Indemnifying Party or anyone for whose acts the Indemnifying Party may be liable, the indemnification obligation under this Section 22 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party's workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

24. FORCE MAJEURE

24.1. A Party is not in Default in the performance of its obligations if the Party's inability to perform is due to a Force Majeure. The claiming Party shall, in a manner consistent with Prudent Utility Practices, make reasonable efforts to remedy the Force Majeure or its effect and to resume performance. The claiming Party is only be excused from performance for the

shorter of the duration of the Force Majeure or of the time period reasonably required for the claiming Party to remedy the Force Majeure or its effects.

24.2. The claiming Party shall promptly give the other Party notice of the Force Majeure, its nature, cause, commencement date, and anticipated duration. The claiming Party shall also promptly notify the other Party when performance can resume.

24.3. A Force Majeure shall not excuse performance of an obligation not affected by the Force Majeure or of an obligation to make payments then due or accruing prior to the Force Majeure.

24.4. The non-claiming Party shall not be required to perform or resume performance of its obligations to the claiming Party corresponding to the obligations of the claiming Party, excused by Force Majeure.

24.5. If the claiming Party has not remedied the Force Majeure or its effect within six (6) months, either Party may terminate the Agreements.

25. GENERAL PROVISIONS

25.1. Entire Agreement. This Interconnection Agreement and the Power Sales Agreement with attachments shall form a single integrated agreement between the Parties and these Agreements contain the entire agreement between the Parties concerning the subject matter thereof and supersede and cancel agreements, all previous representations, warranties, commitments, and writings in respect thereto, whether oral or otherwise.

25.2. Parties' Authorized Representatives. A Party, by written notice to the other, shall designate the representative ("Authorized Representative") who is authorized to act on its behalf with respect to the Agreements and the Party rights and duties under the Agreements. The following are the Parties' respective Authorized Representatives:

For the Customer:
Name:
Address:
Email:
Phone:

For Member City:
Name:
Address:
Email:
Phone:

For the Agency:
Name:
Address:
Email:
Phone:

A Party may change its Authorized Representative upon written notice given to the other.

25.3. Notices. All notices, requests, statements or payments shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, or electronic mail to the Party's Authorized Representative. Notice by facsimile, electronic mail, or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

25.4. Waiver. A Party's failure to insist upon the strict compliance with any term, provision, or condition of the Agreements shall not constitute or be deemed to constitute a waiver or relinquishment of that Party's right to enforce the same in accordance with this Agreements.

25.5. Headings Not to Affect Meaning. The descriptive headings used for the various Articles and sections herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.

25.6. No Dedication of Facilities. No undertaking or commitment by one Party to the other Party under this Agreement shall constitute the dedication of the system or any portion thereof of any Party to the public or to the other Party.

25.7. Relationship of the Parties. Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership, or any other type of entity or relationship between the Agency, Member City, and Customer, or between either or both of them and any other Party. Each Party shall be solely responsible for the means, methods, techniques, sequences, and procedures of any work, tasks, or other activity under the Agreements, each Party shall be responsible for its own actions and the actions of others it has retained, in the design or selection of a specific means, method, technique, sequence, or procedure of any work, tasks, or other activity under the Agreements. Without limiting the foregoing, a Party has no authority over the compensation or terms and conditions of employment of the employees or workers of the other Party or its contractors or subcontractors.

25.8. Third-Party Beneficiaries. The Agreements are intended solely for the benefit of the Parties, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party.

25.9. Counterparts. The Agreements may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25.10. Modifications and Amendments. The Agreements may only be modified or amended by a writing signed by each Party or its authorized representative.

25.11. Attorneys' Fees. In the event litigation involving the Agreements, the prevailing Party shall be entitled to recover its attorneys' fees and costs.

25.12. Governing Law and Forum. This Agreement shall be interpreted, construed and be subject to the laws of the State of Utah, without regard to principles of conflicts of laws. Any suit, action or other legal proceeding arising out of or relating to this Agreement may only be brought in the Fourth Judicial District Court in and for Utah and Juab Counties or Sixth Judicial District Court in and for Sanpete County, Utah. As provided in Section 17.5, the Parties waive their right to a jury trial.

25.13. Waivers. A Party's waiver of or failure to assert any right with respect to any breach of this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute a waiver with respect to any other breach or matter arising in connection with this Agreement. All waivers must be in writing and signed by an authorized representative of the Party granting the waiver.

25.14. Cumulative Rights and Remedies. All rights and remedies provided by this Agreement or available in law or equity are cumulative of each other and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

26. SIGNATURES

The Parties agreed to this __ day of _____, 20__.

For the Customer – [Name of Customer]

Name: _____

Signature: _____

Title: _____

For Member City – [Name of Member City]

Name: _____

Signature: _____

Title: _____

Attest: _____

For the Agency - Utah Municipal Power Agency

Name: _____

Signature: _____

Title: _____