# AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT ("Amendment"), effective as of November 20, 2023 (the "Effective Date"), is by and between Southern Company Services, Inc., as agent for Alabama Power Company, Georgia Power Company, and Mississippi Power Company ("Transmission Provider"), and REDACTED ("Interconnection Customer") and amends the Amended and Restated Standard Large Generator Interconnection Agreement between Transmission Provider and Interconnection Customer dated as of REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED. Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

## WITNESSETH

**WHEREAS**, the original interconnection agreement between Southern Companies and REDACTED was accepted for filing by the Federal Energy Regulatory Commission ("FERC") in a delegated order dated REDACTED REDACTED REDACTED;

**WHEREAS**, the amended and restated Interconnection Agreement was submitted on REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED;

**WHEREAS**, pursuant to Section 30.10 of the Interconnection Agreement, the Parties may amend the Appendices to the Interconnection Agreement by written instrument duly executed by the Parties; and

**WHEREAS**, the Parties have agreed to revise the Milestone Table set forth in Appendix B to the Interconnection Agreement.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Unless specifically defined in this Amendment, all capitalized terms in this Amendment shall have the meanings ascribed to such terms in the Interconnection Agreement.
2. Upon and after execution of this Amendment, Appendix B to the Interconnection Agreement is deleted in its entirety, and the Appendix B attached to this Amendment is substituted in lieu thereof.
3. All terms and conditions of the Interconnection Agreement not expressly amended by this Amendment shall remain unchanged and in full force and effect, and the Parties hereby expressly ratify and affirm the terms and conditions of the Interconnection Agreement as amended hereby. No waiver, amendment, or other modification to the terms and conditions of this Amendment shall be valid unless in writing and signed by the parties hereto.

4. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute a single instrument. Further, the signatures of the duly authorized representatives of each party hereto need not be contemporaneous and shall be deemed effective if exchanged by electronic transfer between the parties hereto or their respective designees, including transmittal by facsimile or electronic mail.

5. If any provision or portion of this Amendment shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (a) such portion or provision shall be deemed separate and independent, (b) the parties hereto shall negotiate in good faith to restore insofar as practicable the benefits to each party hereto that were affected by such ruling, and (c) the remainder of this Amendment shall remain in full force and effect.

[Signatures on following page]

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Amendment by their respective authorized representatives as of the Effective Date.

REDACTED



**Southern Company Services, Inc.,**
**as agent for Alabama Power Company,**
**Georgia Power Company, and Mississippi Power Company**

By: DocuSigned by: Adrianne Collins 35CAB6BD7ED64B9...

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Its: SVP Power Delivery

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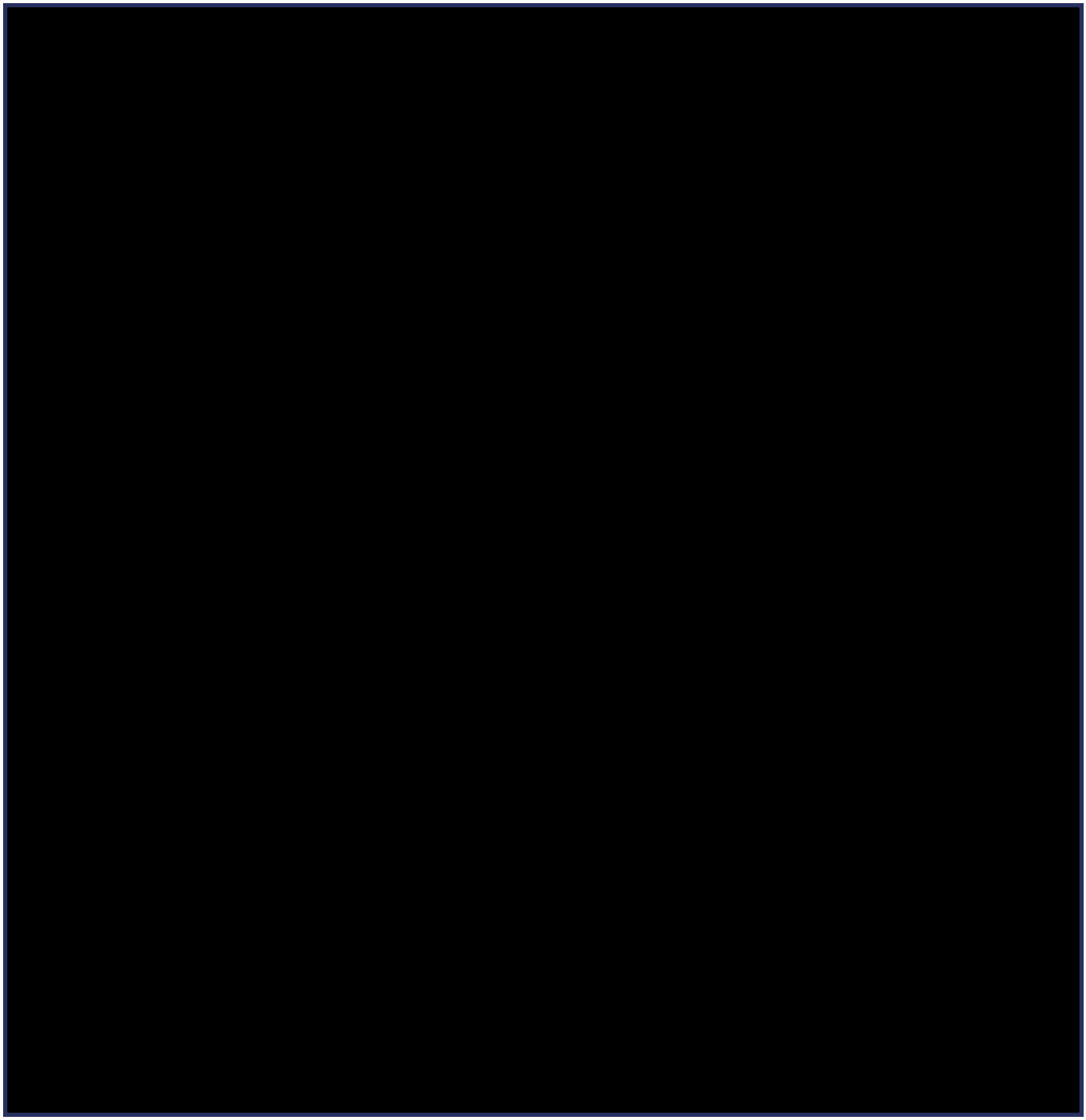
Date: November 20, 2023

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# Appendix B to LGIA

## Milestones

The below Milestones have been mutually agreed to by the Parties:



A. Generating Facility Modeling Data.

The Interconnection Customer shall provide updated Generating Facility non-confidential modeling data (1) after execution of this Agreement (see below), (2) at Notice to Proceed (see below), (3) prior to initial synchronization (*see*, Appendix C, Exhibit 3), and (4) prior to Commercial Operation (*see*, Appendix C, Exhibit 4).

The Transmission Provider is required under the Federal Power Act to comply with mandatory reliability standards developed by NERC and approved by FERC. Among other things, these mandatory reliability standards require that the Transmission Provider use modeling data for the Generating Facility in planning and reliability studies and to share such information with other NERC Reliability Entities. Thus, in order to permit the Transmission Provider to comply with these mandatory obligations while protecting the Interconnection Customer's confidential information, the Interconnection Customer shall provide Generating Facility modeling data that is acceptable to the Transmission Provider that may be utilized on a non-confidential basis.

The first set of non-confidential modeling data shall be provided by Interconnection Customer to the Transmission Provider within thirty (30) days after the execution of this Agreement. The Interconnection Customer may fulfill this requirement by one of the following:

1. Confirm in writing that the Generating Facility modeling data provided by the Interconnection Customer for the Interconnection Studies may be utilized on a non-confidential basis for the above stated purposes, or

2. Provide Generating Facility modeling data acceptable to the Transmission Provider that may be utilized on a non-confidential basis for the above stated purposes.

At Notice to Proceed, the Interconnection Customer shall provide an updated set of non-confidential generating facility modeling data that fully complies with all Transmission Provider's requirements, which may be found in the Generator Interconnection folder on Transmission Provider's OASIS website at https://www.oasis.oati.com/SOCO. Transmission Provider shall review the updated non-confidential modeling data and notify the Interconnection Customer of any deficiencies. The Interconnection Customer shall have thirty (30) days to remedy any deficiencies with the modeling data. Failure to remedy any modeling data deficiencies may result in delays to the milestone dates in the table above. Importantly, missing a milestone date does not mean a simple "day for day" change (e.g., miss a milestone date by one day does not necessarily mean the remaining milestone dates will simply move by one day). Instead, there are a number of factors that may impact a revised schedule (e.g., outage scheduling, resource commitments, weather, Force Majeure events). Therefore, in the event a milestone date is missed, the Transmission Provider will reevaluate and reset the remaining dates set forth in the Milestone Table.

At any time the Interconnection Customer submits significant changes to the generating facility equipment and/or design (as determined by Transmission Provider), such changes may require the Transmission Provider to conduct a re-study, which could take up to ninety (90) days to complete. Interconnection Customer shall be responsible for the costs to conduct any such re-study, and shall provide additional deposit prior to the start of the re-study. The results of such

re-study could require Parties to amend this Agreement to reflect updated projects, costs, and/or milestone schedule in order to continue work under this Agreement.

All changes to the generating facility modeling data will be evaluated for Material Modification. Any change considered to be a Material Modification will not be allowed under this Agreement.

B. Deposit and Initial Security.

At the time of execution of this Agreement the Interconnection Customer shall provide to the Transmission Provider a deposit in an amount set forth in the Milestone Table in Appendix B. Subsequent to the Transmission Provider receiving Interconnection Customer's notice to proceed and pre-construction payment, this deposit will be applied toward construction costs for the project. In the event this Agreement is terminated prior to the Transmission Provider receiving Interconnection Customer's notice to proceed and pre-construction payment, this deposit will become nonrefundable.

In the event the Interconnection Customer suspends the work associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades under Articles 5.16 of this Agreement, the Interconnection Customer will provide the Transmission Provider a suspension deposit of $50,000.

Within three (3) years of commencement of suspension, in accordance with the Transmission Provider's requirements, the Interconnection Customer must request the recommencement of work, make all outstanding payments, and provide acceptable security and/or payment as originally required for the notice to proceed. Failure to exit suspension within three (3) years of commencement of suspension will result in the suspension deposit becoming nonrefundable. In the event work resumes under this Agreement, the suspension deposit shall be applied toward construction costs for the project.

In order to proceed with this Agreement following a Suspension, a re-study will be required to update the Interconnection Facilities and Network Upgrades scope and estimated costs in Appendix A, and Milestones in Appendix B. The re-study shall result in a new Milestone schedule, and the required scope of interconnection upgrades and estimated costs may change. The Interconnection Customer shall execute and deliver to the Transmission Provider the re-study agreement within thirty (30) days, along with the appropriate re-study deposit and a complete and valid set of updated generating facility data (similar to the generating facility data required for a new interconnection request). Interconnection Customer shall be responsible for the costs to conduct any such re-study, and the re-study will require ninety (90) days to complete. Upon completion of the re-study, the Parties will amend this Agreement to reflect a new Milestone schedule and any revisions to the Interconnection Facilities and Network Upgrades scope and estimated costs.

Transmission Provider recommends that the Interconnection Customer request the Transmission Provider begin the re-study six (6) months prior to ending the suspension in order to minimize the time needed to complete the restudy, amendment, and Transmission Provider's interconnection schedule (such time to be reflected in the revised Milestone dates).

***Initial security*** for (i) design, procurement, and construction of Transmission Provider's Interconnection Facilities (including transmission line outage costs) and Network Upgrades, (ii) any prior-queued Other Network Upgrades as described in Appendix A (see ***Impacts of Changes to Facilities Study Assumptions***), (iii) shunt reactor referenced in Table 2(b) of Appendix A, and (iv) potential tax liability for Transmission Provider's Interconnection Facilities, must be provided by Interconnection Customer to Transmission Provider at least thirty (30) days prior to commencement of the design and procurement, installation, or construction of facilities in accordance with Articles 5.5.3, 5.6.4, and 11.5 of this Agreement. Based upon the estimated costs identified in Appendix A, Sections 1.B and 2.A, the Interconnection Customer shall provide the Transmission Provider the initial security in the amount, and no later than, the date set forth in the Milestone Table in Appendix B. As the Interconnection Customer makes payments, the Interconnection Customer may reduce the amount of security for design, procurement, and construction of Transmission Provider's Interconnection Facilities (including transmission line outage costs) and Network Upgrades on a dollar-for-dollar basis as payments are made hereunder by providing new security equal to the new amount (i.e., the outstanding amount of the construction costs). Subsequent to receipt and acceptance of such new security, Transmission Provider shall return the existing security within thirty (30) days.

The Transmission Provider's Interconnection Facilities cost, the Network Upgrade costs, and/or the milestone dates (including the payment milestones) may be subject to change if the Interconnection Customer does not meet the written notice to proceed deadline or the security deadlines set forth above in the Milestone Table. Furthermore, if this Agreement is suspended by the Interconnection Customer for any reason (e.g., Article 5.16), then additional Interconnection Studies and/or an amendment to this Agreement may be required.

C. Design, Procurement, and Construction Commencement.

In order to commence design, procurement and construction of the Transmission Provider's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Customer shall, by the dates set forth in the Milestone Table (Appendix B), (i) provide to the Transmission Provider a written notice to proceed with design and procurement, (ii) pay the pre-construction costs, and (iii) provide the initial security for the project.

In order to commence construction of the Transmission Provider's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Customer shall, by the dates set forth in the Milestone Table (Appendix B), (i) make the first payment for construction costs, and (ii) transfer land required for the IC-652 Interconnecting Substation, in accordance with Articles 5.5 and 5.6 of this Agreement. On or before the date set forth in the Milestone Table (Appendix B), the Interconnection Customer shall make the second payment for construction costs.

D. Continuing Security.

Continuing security for the Interconnection Customer's obligations under this Agreement for, among other things, operation, maintenance, repair, and replacement of Transmission

Provider's Interconnection Facilities (Article 10.5), potential tax liability (Article 5.17.3), and the Monthly Administration Charge (Appendix C, Section D), must be provided by Interconnection Customer by the date set forth in the Milestone Table in Appendix B. Attachment Q (Creditworthiness Procedures) of the Transmission Provider's Tariff shall apply to these continuing security obligations.

E. Schedules.

1. The milestone dates set forth in the Milestone Table have been developed based upon a number of factors (e.g., outage scheduling, resource commitments). In order to permit the project to achieve Commercial Operation by the date set forth in the Milestone Table, the Interconnection Customer must meet the milestone dates set forth therein. Importantly, missing a milestone date does not mean a simple "day for day" change (e.g., miss a milestone date by one day does not necessarily mean the remaining milestone dates will simply move by one day). Instead, there are a number of factors that may impact a revised schedule (e.g., outage scheduling, resource commitments, weather, Force Majeure events). Therefore, in the event a milestone date is missed, the Transmission Provider will reevaluate and reset the remaining dates set forth in the Milestone Table.

2. Estimated construction schedule of the Blacksmith 500 kV Interconnecting Substation is based on a typical substation land acquisition schedule. Delays in land acquisition for the proposed Blacksmith 500 kV Interconnecting Substation site (such site being acceptable to GPC) may delay completion of the substation. Condemnation proceedings for land acquisition may also delay the construction schedule.

3. With regard to scheduling the outage(s) necessary to interconnect the Generating Facility to the Transmission System and to construct the Network Upgrades set forth in Appendix A, Interconnection Customer shall coordinate with Transmission Provider in order to minimize the effect of the outage(s) on the electric system. In addition, delays to the interconnection of the Generating Facility or to the construction of Network Upgrades may occur if:

   (i) Interconnection Customer fails to coordinate the scheduling of the outage(s) with Transmission Provider or fails to complete the construction of the Interconnection Customer's Interconnection Facilities prior to the outage(s); or

   (ii) Affected System Operator(s) fails to complete construction of Affected System Upgrades prior to the outage(s).

4. Transmission Provider will provide the Interconnection Customer with invoices for the estimated construction costs based upon the Payment Milestones indicated in the Milestone Table above, in accordance with Article 12.