

## **Exhibit D: Impact Study Agreement**

This Agreement, dated \_\_\_\_\_, is entered into by and between \_\_\_\_\_ (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions, and costs for conducting an Impact Study relative to the Standard process, as defined in Section 1 and outlined in Section 3 of the Interconnection Tariff. This Impact Study will be for *(Insert generator facility name or location.)*

1. The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Impact Study not already provided in the Interconnecting Customer’s application.
2. All work pertaining to the Impact Study that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.
3. Where there are other potentially affected systems, and no single Party is in a position to prepare an Impact Study covering all potentially affected systems, the Company will coordinate but not be responsible for the timing of any additional studies required to determine the impact of the interconnection request on other potentially affected systems. The Interconnecting Customer will be directly responsible to the potentially affected system operators for all costs of any additional studies required to evaluate the impact of the interconnection on the potentially affected systems. The Company will not proceed with this Impact Study without the Interconnecting Customer’s consent to have the other studies conducted.
4. If the Company determines, in accordance with good utility practice, that the system modifications to the Company EDS are not substantial, the Impact Study will determine the scope and cost of the modifications. If the Company determines, in accordance with good utility practice, that the system modifications to the Company EDS are substantial, the impact study will produce an estimate for the modification costs (within  $\pm 25\%$ ) and a Detailed Study Agreement and its estimated cost.
5. The Impact Study, together with any additional studies contemplated in Paragraph 3, shall form the basis for the Interconnecting Customer’s proposed use of the Company EDS and shall be furthermore utilized in obtaining necessary third-party approvals of any required facilities and requested distribution services. The Interconnecting Customer understands and acknowledges that any use of study results by the Interconnecting Customer or its agents, whether in preliminary or final form, prior to SPP or Company approval, should such approval be required, is completely at the Interconnecting Customer’s risk.

6. The Impact Study fee of \$ \_\_\_\_\_ (except as noted below) is due in full prior to the execution of the Impact Study. If the anticipated cost exceeds \$25,000, the Interconnecting Customer is eligible for a payment plan. At the request of the Interconnecting Customer, the Company will divide the costs into phases in which the costs will be collected prior to Company expenditures for each phase of the study. The payment plan will be attached as an exhibit to the Impact Study Agreement.
7. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of ten (10) percent only. All costs that exceed the ten (10) percent increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the ten (10) percent increase cap, or the Company will suspend the work and the corresponding agreement will terminate.
8. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the system modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such system modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such system modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.
9. In the event this Agreement is terminated for any reason, the Company shall refund to the Interconnecting Customer the portion of the above fee or any subsequent payment to the Company by the Interconnecting Customer that the Company did not expend or commit in performing its obligations under this Agreement. Payments for work performed shall not be subject to refunding except in accordance with Paragraph 11 below.
10. Nothing in this Agreement shall be interpreted to give the Interconnecting Customer immediate rights to wheel over or interconnect with the Company's EDS.
11. Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees, and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits, and proceedings of any nature whatsoever for



personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification. Notwithstanding the foregoing, the Interconnecting Customer hereby waives recourse against the Company for, and releases the Company from, any and all liabilities arising from or attributable to incomplete, inaccurate, or otherwise faulty information supplied by the Interconnecting Customer.

12. This Agreement shall be interpreted, governed, and construed under the laws of the State of Kansas without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. The interconnection and services provided under this Agreement shall at all times be subject to terms and conditions set forth in the tariffs applicable to the electric service provided by Company. Copies of such tariffs are available at the Company's web site or by request to Company and are incorporated into this Agreement by this reference. Notwithstanding any other provisions of this Agreement, Company shall have the right to unilaterally file with the Kansas Corporation Commission (KCC), pursuant to the KCC's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto. The terms used herein shall have the meanings assigned to them either in this Agreement or in the Interconnection Tariff.
13. If either party materially breaches any of its covenants hereunder, the other party may terminate this Agreement by serving notice of same on the other party to this Agreement.
14. All amendments to this Agreement shall be in written form executed by both Parties.
15. The terms and conditions of this Agreement shall be binding on the successors and assigns of either Party.
16. This Agreement will remain in effect for a period of up to two (2) years from its effective date.
17. This Agreement may be terminated under the following conditions.
  - a. The Parties agree in writing to terminate the Agreement.
  - b. The Interconnecting Customer may terminate this agreement at any time by providing written notice to Company.
  - c. The Company may terminate this Agreement if the Interconnecting Customer either: (1) has not paid the fee or, (2) has not responded to requests for further information in accordance with provisions in the Tariff.

IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed by their duly authorized representatives.

Interconnecting Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Midwest Energy, Inc.: \_\_\_\_\_ Date: \_\_\_\_\_