Mississippi Power Company

State-Jurisdictional Qualifying Facility

Transmission Generator Interconnection Procedures

(For QF Generator Interconnections to Mississippi Power's Transmission System not required to interconnect through Southern Companies' Open Access Transmission Tariff)

November 1, 2022

Mississippi Power Company
2992 West Beach Boulevard
Gulfport, Mississippi 39501
http://www.mississippipower.com

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("MPC Procedures")

INTRODUCTION

These MPC Procedures describe the process through which a Generator may request a Qualifying Facility interconnection with MPC's Transmission System for an interconnection that is not required to be under Southern Companies' OATT and that would be subject to state-jurisdictional regulatory authority.

DEFINITIONS

These MPC Procedures use the defined terms set out below or as delineated in the body of these MPC Procedures and the listed rules of construction and interpretation.

Access Route – The suitable, all-weather access route from the nearest public roadway to the POI that is acceptable to MPC and is available to MPC at all times (24/7/365(366)) throughout the QFIA Term to facilitate MPC's provision of QF Interconnection Service.

Affected System – An Electric System, other than MPC, or an electric facility owner that is impacted by Generator's proposed QF interconnection.

Affected System Utility – A utility or electric facility owner, including an MPC affiliate, located on an Affected System whose facilities require additions, modifications, or upgrades that are necessary for safe and reliable operation of the Electric System during parallel operation of the QF as referenced in the QF Interconnection Study Report.

Business Day – Monday through Friday, excluding State of Mississippi or federal holidays.

Calendar Day – Any day, including Saturday, Sunday, or a federal holiday.

Contingent Facilities – Specific transmission facilities that are not yet in operation, but that are proposed as part of another entity's project pursuant to an interconnection request submitted prior to Generator's QF Interconnection Request.

Electric System – The network of electric generation, transmission, or distribution facilities owned or operated by MPC or other electric utilities in Mississippi or a surrounding state, specifically including Interconnection Upgrades.

Facility – Generator's Qualifying Facility; interchangeable with "Qualifying Facility" or "QF."

FERC – The Federal Energy Regulatory Commission.

Generator – The entity that proposes to develop the Qualifying Facility that it seeks to interconnect, or that owns the Qualifying Facility for which it seeks to modify its existing interconnection, with MPC's Transmission System pursuant to these MPC Procedures.

ICF Site – The real property, acceptable to MPC, where designated MPC-owned Interconnection Upgrades are or will be located, and specifically including the Access Route.

Interconnection Costs – The costs of Interconnection Upgrades, including any associated administrative costs.

Interconnection Upgrades – Additions, modifications, or upgrades to MPC's Transmission System, an affiliate system, or an Affected System, as applicable, that are required to physically and electrically connect the Qualifying Facility to MPC's Transmission System, to provide for the safe and reliable operation of the Electric System during parallel operation of the Qualifying Facility, and that are required for delivery of the Qualifying Facility's output to Company's native load and that are additional to the physical facilities that would otherwise have been installed or modified absent Generator's QF Interconnection Request (i.e., are not included in the Ten-Year Plan).

Interconnection Queue Position – The order of a valid QF Interconnection Request, relative to all other pending valid interconnection requests, which order is established based upon MPC's receipt of a valid QF Interconnection Request. MPC determines the validity of a QF Interconnection Request in accordance with Study Process Section 3.2 (*Interconnection Request Deficiencies*).

LGIA – Large Generator Interconnection Agreement**.**

MPC – Mississippi Power Company, a Mississippi corporation, which is a subsidiary of Southern Company.

Native Load – The demand imposed on MPC by the electric requirements of wholesale and retail customers located within MPC's service territory that MPC is obligated by statute or contract to serve.

NERC – North American Electric Reliability Corporation.

OATT – Southern Companies' Open Access Transmission Tariff, under which MPC and other Southern Company affiliates provide transmission service in accordance with FERC requirements, found at http://www.oasis.oati.com/SOCO.

Party – MPC or Generator; together, the **"Parties."**

Point of Interconnection (POI) – The point where the Facility is interconnected with MPC's Transmission System, which is not necessarily the same as the point where the change of ownership occurs.

Power Contract – Mississippi Power Company's Contract for Purchased Energy (Rate CPE) which is applicable to any Qualifying Facility (QF), as defined under the Public Utility Regulatory Policies Act of 1978, as amended (PURPA).

PURPA – Public Utility Regulatory Policies Act of 1978, 16 U.S.C. 796 and 824a-3.

Qualifying Facility (QF) – Generator's proposed or, if applicable, existing equipment for the production of electricity and Generator's equipment necessary to physically and electrically connect to MPC's Transmission System, which equipment is the subject of Generator's QF Interconnection Request and which is a qualifying cogeneration facility or qualifying small power production facility within the meaning of PURPA sections 201 and 210 and Part 292 of Title 18 of the United States Code of Federal Regulations; interchangeable with "Facility."

QF Interconnection Agreement (QFIA) – The state-jurisdictional interconnection agreement governing the interconnection of the QF to MPC's Transmission System that would be executed by MPC and Generator in connection with Generator's QF Interconnection Request under these MPC Procedures or previously executed and existing between the Parties.

QF Interconnection Request – Generator's request to: (i) interconnect a new QF to MPC's Transmission System; or (ii) increase the capacity of, or to make a change to the electrical, technical, or operating characteristics of: (a) a pending interconnection request; or (b) a QF that is interconnected with MPC's Transmission System.

QF Interconnection Service – MPC's service to Generator for interconnection of the Facility to MPC's Transmission System, and for MPC's receipt of electric energy from the Facility, in accordance with the QFIA and PURPA.

QF Interconnection Study – Study conducted by MPC to evaluate the impact of the proposed QF interconnection on the safety and reliability of the Electric System and firm delivery of the QF's output to MPC's Native Load.

QF Interconnection Study Agreement (Study Agreement) – Agreement between the Parties for MPC to conduct a QF Interconnection Study pursuant to a QF Interconnection Request under these MPC Procedures.

QF Interconnection Study Fee – The fee paid by Generator according to terms of the QF Interconnection Study Agreement for performance of the QF Interconnection Study. The term "study deposit" as used in the Study Process means the QF Interconnection Study Fee.

QF Interconnection Study Report – The Study Report issued by MPC in response to Generator's QF Interconnection Request.

SCS – Southern Company Services, Inc., an affiliate of MPC that performs services as agent for MPC.

SGIA – Small Generator Interconnection Agreement.

Site – Real property where Generator's Qualifying Facility is or will be located.

Site Control – The right to develop real property for purposes of constructing and operating the QF or for the ICF Site, as applicable.

Southern Companies' OATT – Southern Companies' Open Access Transmission Tariff; *see "OATT"* above.

Study Agreement – *See QF Interconnection Study Agreement* above.

Study Process – Southern Company's ***State-Jurisdictional Qualifying Facility Transmission Generator Interconnection Study Process***, publicly available at http://www.oasis.oati.com/SOCO/.

Term – The time period during which the relevant QFIA is effective, as stated in the QFIA.

Transmission System – Electric System facilities owned by MPC and operated at greater than 40 kV.

Interpretation and Rules of Construction
Defined terms may be singular or plural, as the context requires; "**include(ing)**" means "include, but are not limited to" or "including, without limitation"; "**or**" means "either or both" ("A or B" means "A or B or both A and B"); and "**written**" includes email communication, absent express statement otherwise.

I. SCOPE AND CONTACT INFORMATION

1. Scope.

Any Generator intending to sell its QF output solely to MPC and interconnect at transmission voltage (>40 kV) shall do so in accordance with these procedures.

2. MPC Transmission Interconnections Contact Information.

Initial or general inquiries regarding these MPC Procedures should be made to MPC's Planning and Reliability Supervisor as provided below. MPC's Planning and Reliability Supervisor is MPC's "designated interconnection contact employee or office" as referenced in the Study Process.

Damion Cuevas, Planning and Reliability Supervisor
ddcuevas@southernco.com
228-539-7603
2992 W. Beach Boulevard
Gulfport, MS 39501

II. QF INTERCONNECTION REQUEST

1. QF Interconnection Request Application.

Generator may initiate a QF Interconnection Request under these MPC Procedures by completing and submitting an application form, which may be accessed at https://simpl.southernco.com/mpc. The QF Interconnection Request must include sufficient information for MPC to evaluate the proposed interconnection. In addition to providing information about Generator, the application will require specific technical information and modeling data regarding the Facility. Generators are encouraged to review the requirements of the on-line application in advance, to facilitate completion and submittal.

A. Application Fee.

Along with the QF Interconnection Request, Generator must submit a non-refundable application fee of **$10,000**. Section II.2 (Payment Procedures) below provides information about the payment process.

B. Site Control.

Because the interconnection process involves engineering and analysis regarding the specific location where the Facility is or will be located, Generator must provide evidence of Site Control as stated in the QF Interconnection Request Application (See "MPCQF Site Control Verification Agreement Form" which may be accessed at https://simpl.southernco.com/mpc). Generator must represent and warrant to Company that Generator has, or will obtain prior to the time required, necessary real property rights from all fee owners of the Site and Other Real Property, including the access road, as well as any other person or entity with rights to the Site or any Other Real Property whose consent is necessary, to permit Company to perform its obligations. MPC and MPC's representatives, agents, and contractors, shall be granted a nonexclusive right of access and license to the Interconnection Site, the Site, and the Facility.

Additionally, MPC's QFIA provides an overview of the site control requirements that would be Generator's responsibility. Upon request from the Generator, MPC will provide a template of MPC's QFIA. Generator is encouraged to review the site control requirements as early as possible in the project planning process to ensure compliance with the requirements.

C. Demonstration of QF Certification.

Generator seeking to connect and deliver energy to MPC under these procedures must obtain QF status by submitting a self-certification and do so by completing and electronically filing a Form No. 556 with FERC. Generator shall provide proof of submittal of Form No. 556 with FERC to MPC upon submittal of the application form.

2. Payment Procedures.

The process for making payment under these MPC Procedures, including payment of the QF interconnection application fee or the QF Interconnection Study Fee, is listed below.

A. Payment Method.

Payment will be by wire transfer (See "MPCQF Deposit Form" for instructions which may be accessed at https://simpl.southernco.com/mpc).

B. W-9.

The Generator entity that pays the fee deposit must provide its Form W-9 for internal MPC accounting purposes. If the entity making the payment is not the same entity as the entity submitting the application, the relationship between the two entities must be disclosed.

C. Refund/True-Up.

Upon conclusion of the QF Interconnection Study and in accordance with the QF Interconnection Study Agreement, MPC will reconcile actual QF Interconnection Study costs with the QF Interconnection Study Fee deposit previously paid. If the amount paid by or on behalf of Generator exceeds the actual costs, MPC will refund any excess to the entity whose W-9 was previously provided; if actual costs exceed the amount previously paid, MPC will invoice Generator for the difference.

If Generator withdraws the request prior to completion of the QF Interconnection Study, MPC will reconcile the actual study costs with the fee deposit paid and will refund any excess funds; if actual costs exceed the amount previously paid, MPC will invoice Generator for the difference.

III. QF INTERCONNECTION STUDY PROCESS

1. System Study Process.

SCS, as agent for MPC, will manage the QF Interconnection Study process necessary for evaluation of each QF Interconnection Request. SCS will perform the study as generally described in Southern Company's ***State-Jurisdictional Qualifying Facility Transmission Generator Interconnection Study Process***, incorporated into these MPC Procedures by this reference. The Study Process is complementary to, and is to be applied in conjunction with, these MPC Procedures; to the extent there is any discrepancy between these MPC Procedures and the Study Process, these MPC Procedures will control.

2. Scoping Meeting and Coordination.

Within 10 Business Days after the QF Interconnection Request is deemed valid, a scoping meeting will be held as provided in the Study Process. If any Affected System Utility is identified, Generator must promptly contact each such utility as further described herein.

3. QF Interconnection Study Agreement.

Within 5 Business Days after Generator's confirmation of the Point of Interconnection per the Study Process, MPC will provide to Generator a QF Interconnection Study Agreement. Unless Generator executes and returns the Study Agreement to MPC within 30 Calendar Days of receipt, the QF Interconnection Request will be deemed withdrawn and the QF's Interconnection Queue Position will be terminated. Upon MPC's receipt of the signed Study Agreement and payment of the QF Interconnection Study Fee deposit from Generator as further described herein, MPC will sign and return a fully executed Study Agreement to Generator.

A. QF Interconnection Study Fee Deposit.

Prior to execution of the QF Interconnection Study Agreement, Generator must pay a QF Interconnection Study Fee deposit of $125,000. This deposit will apply to MPC's study costs. For clarity, any study fee charged by an Affected System Utility will be Generator's responsibility.

B. Performance of Study; Site Visit.

After execution of the Study Agreement, payment of the study deposit, and, if applicable, submission of any requested Facility data, MPC will confirm start of the QF Interconnection Study and the expected completion date. The QF Interconnection Study will proceed as described in the Study Process, including, as applicable, intermediate review and a site visit. Upon completion of the QF Interconnection Study, MPC will issue the QF Interconnection Study Report and the Parties will meet to review, as provided in the Study Process.

C. Re-Study.

If a re-study is required, the re-study fee deposit will be the same amount as the QF Interconnection Study Fee deposit.

4. Identification of Interconnection Upgrades.

The Study Process document references the identification of Interconnection Upgrades. For purposes of any QF Interconnection Study performed under these MPC Procedures, Interconnection Upgrades will be delineated in the QF Interconnection Study Report as either Interconnection Upgrades, and if available, Affected System Utility upgrades. As part of these delineations MPC will identify potential Affected Systems. As described in the Study Process, the QF Interconnection Study Report will also identify any Contingent Facilities. All these projects must be completed before the QF can be declared ready for commercial operation under the QFIA.

5. Designation Process.

Only MPC may submit a request to preserve capacity for MPC to deliver the QF's output to MPC's Native Load (typically through a designation request), consistent with PURPA and in a comparable manner to Southern Companies' OATT. Interconnection Upgrades and/or Affected System upgrades identified in the QF Interconnection Study Report will include any upgrades necessary for such designation.

IV. QF INTERCONNECTION AGREEMENT

1. Execution of QFIA.

Within 60 Calendar Days after the QF Interconnection Study is complete and the Parties have reviewed the QF Interconnection Study Report, MPC will tender to Generator a draft QFIA. After receipt of the draft QFIA, Generator will have 30 Calendar Days to execute and return.

If Generator does not execute and return the QFIA within 30 Calendar Days of receipt, the QF Interconnection Request will be deemed withdrawn and the QF's Interconnection Queue Position will be terminated.

Upon execution of the QFIA by both Parties, the interconnection of the QF will proceed under the QFGIA terms and conditions.

A Generator may have only one executed interconnection agreement for the same Facility.

2. Payment for Interconnection Upgrades.

Each QFIA will address the financial terms of the interconnection. Interconnection Costs include three components: (i) installation costs; (ii) operations and maintenance (O&M) / administrative / metering; and (iii) tax impact amount. MPC will determine the final installation costs and associated O&M and tax impact amounts as part of a final reconciliation after the Facility reaches commercial operation under the QFIA, resulting in refund/invoice in accordance with the QFIA.

3. Security for Upgrades Identified for Future Years.

The QF Interconnection Study Report may identify Interconnection Upgrades that: (i) will be necessary for delivery of the QF's output to MPC's Native Load in compliance with PURPA during the Term and during the ten-year planning horizon, but (ii) are not necessary for continued firm delivery until after the QF's projected commercial operation date. If applicable, the QF Interconnection Study Report will describe the

required upgrade and need date; the QFIA will address the payment or financial security that Generator must provide and further details about the future project.

V. CONSTRUCTION OF INTERCONNECTION UPGRADES

1. Completion of Interconnection Upgrades on MPC's Electric System.

If Generator provides timely notice to proceed and fulfills all payment/security obligations in accordance with the QFIA, and is otherwise in compliance with the QFIA, MPC will proceed with the necessary engineering, procurement, construction, and testing of all Interconnection Upgrades that will be owned by MPC.

2. Completion of Affected System Utility Upgrades.

If MPC identifies any potential Affected System Utility, MPC will provide contact information to enable Generator to engage directly with the Affected System to determine the need for an Affected System Utility study; Generator will be responsible for paying the Affected System Utility for any study deemed necessary by that utility. The Affected System Utility will identify any Affected System Utility upgrades necessary for safe and reliable interconnection and operation of its Electric System during parallel operation of the QF.

It is Generator's responsibility to ensure that any potential Affected System Utility has sufficient time to evaluate impacts to its Electric System and provide results to Generator prior to QFIA execution. MPC will not extend the time required for QFIA execution due to delay with an Affected System Utility's evaluation. Generator must inform MPC immediately, and keep MPC updated, if there is any expectation or indication of delay by the Affected System Utility in completing its obligations.

Any upgrade identified for an Affected System Utility must be facilitated under a separate agreement between Generator and the Affected System Utility, which agreement will address the scope of the Affected System Utility upgrades, costs to be paid by Generator, and anticipated schedule for the upgrades. Any question regarding scope, cost, or schedule for the Affected System Utility upgrades must be resolved between Generator and the Affected System Utility.

Generator and the Affected System Utility will be responsible for managing all engineering, procurement, construction, and testing necessary for completion of all Affected System Utility upgrades work. Before the Facility can be allowed to synchronize, any Affected System Utility must provide written verification to MPC that all necessary project work and appropriate mitigation has been completed.

VI. MODIFICATION OF AN EXISTING MPC QF INTERCONNECITON AGREEMENT

1. Procedure for Existing Facility with MPC QFIA.

If Generator has an existing MPC QFIA and wishes to modify its existing Facility, Generator must follow the QFIA terms and conditions regarding a proposed modification of the Facility. A corresponding modification to the Power Contract may also be necessary.

VII. PROSPECTIVE USE OF THESE PROCEDURES; TRANSITIONING TO THESE PROCEDURES

1. Requirement to Use these MPC Procedures.

Any Generator desiring to sell the total output of the Facility to MPC, and seeking state-jurisdictional interconnection service from MPC, at transmission voltage must request interconnection service pursuant to these MPC Procedures.

2. Transitioning from Other Procedures/Interconnection Agreements to these MPC Procedures.

If any Generator intends to sell the total output to MPC, and eligible for state-jurisdictional interconnection service from MPC, including any Generator with a Facility that: (i) has an LGIA or an SGIA under the Southern Companies' OATT that has not yet reached commercial operation; or (ii) is being studied for interconnection service under the Southern Companies' OATT or any different procedure, must submit a

new QF Interconnection Request under these MPC Procedures and will be subject to a new Interconnection Queue Position.

VIII. CONVERSION FROM QFIA TO LGIA/SGIA

1. Conversion at End of QFIA Term.

If a QFIA is nearing expiration, the Facility and its output will remain substantially the same, and Generator desires to convert the QFIA to an LGIA/SGIA so that Generator can commence selling Facility output in the wholesale market, Generator must do so in accordance with Southern Companies' OATT. Generator is responsible for procuring interconnection service under Southern Companies' OATT in advance of QFIA (and Power Contract) termination, so that the LGIA/SGIA could be filed with FERC (if applicable) when Generator transitions to a FERC-jurisdictional interconnection.

So long as Facility and its output remains substantially the same (*e.g.*, there will be no Facility modification that would alter the Facility's steady-state model or dynamic model, such as replacing equipment or modifying equipment programming or settings), Generator would not be required to submit a new interconnection request for study, but MPC/SCS would require at least 120 Calendar Days' written notice prior to the QFIA termination. However, either Generator or the new off-taker must arrange for or procure transmission service to deliver the output to the new off-taker, which could potentially require a delivery study under Southern Companies' OATT (which study would be at the expense of either Generator or the new off-taker).

Any change to the Facility must be reviewed and approved by MPC/SCS. If the Facility will substantially change or its output will increase, or if Southern Companies' OATT otherwise requires, Generator must submit a new request under the Southern Companies' OATT for the incremental output above the output previously approved for commercial operation.

2. Conversion During QFIA Term.

If, during the Term, Generator desires to terminate its QFIA (and the corresponding Power Contract, in accordance with the Power Contract's notice requirements) and to convert the QFIA to an LGIA/SGIA to sell output in the wholesale market, the procedures described above would apply as to the QFIA. At the same time Generator provides notice of termination under the Power Contract, Generator also must provide notice under the QFIA of the Power Contract termination, as well as Generator's intent for any continued interconnection service. If Generator intends to convert to an LGIA/SGIA at the QFIA termination, so long as the Facility and its output will remain substantially the same, MPC/SCS would require at least 120 Calendar Days' written notice prior to the requested QFIA termination and LGIA/SGIA conversion.

If there will be a substantial change to the output of the Facility or there will be a substantial change to the Facility (*e.g.*, any modification to the Facility that would alter the Facility's steady-state model or dynamic model, such as replacing equipment or modifying equipment programming or settings), Generator must submit a new request under Southern Companies' OATT for the incremental output above the output previously approved for commercial operation and additional time would be necessary for the required studies. LGIA/SGIA execution could proceed in accordance with Southern Companies' OATT. Any change to the Facility must be reviewed and approved by MPC/SCS.

Exhibit A

Mississippi Power Company
QF Interconnection Study Agreement

This QF transmission interconnection study agreement ("**Study Agreement**") is made and entered into this ___ day of _____, 20__, by and between **Mississippi Power Company**, a corporation existing under the laws of the State of Mississippi ("**Mississippi Power**"), and Generator's Name**,** a limited liability company organized and existing under the laws of the State of _____ (**"Generator"**). Mississippi Power and Generator each may be referred to as a "Party", or collectively as the "Parties".

WITNESSETH

WHEREAS, Mississippi Power is an electric service provider that owns and operates electric generation, transmission, and distribution facilities (collectively, the "**Electric System**"); and

WHEREAS, Generator proposes to develop a generating facility located at Generator's Address, (the **"Facility"**); and

WHEREAS, the Facility is or will be a "**Qualifying Facility**" under PURPA and the Generator will certify the Facility as a Qualifying Facility.

WHEREAS, Generator, on _____ __, 20__, submitted to Mississippi Power a "**QF Interconnection Request"** which Mississippi Power designated as QF Interconnection Request MPCQF-XXX, seeking to interconnect its Facility to the Mississippi Power Electric System and to conduct parallel operation of its Facility with the Electric System; and

WHEREAS, Mississippi Power has agreed to study the proposed interconnection of the Generator's Facility to the Electric System for the sole purpose of the Generator selling the output of the Facility to Mississippi Power consistent with the Public Utility Regulatory Policies Act of 1978 ("PURPA"); and

WHEREAS, Mississippi Power will perform this QF Interconnection Study to assess requirements for Mississippi Power to interconnect the Facility to the Electric System and for Mississippi Power's receipt and delivery of electric energy from the Facility ("**Interconnection Service**") and to specify and estimate the cost of the engineering, equipment, procurement, and construction work needed to physically and electrically connect the Facility with Mississippi Power's Electric System, including the delivery of electric energy, in accordance with good utility practice; and

NOW, THEREFORE, in consideration of the mutual promises described here, the adequacy and sufficiency of which each Party acknowledges, the Parties agree as follows:

ARTICLE ONE QF INTERCONNECTION STUDY

1.1 Scope. Pursuant to Generator's request, Mississippi Power will perform the QF Interconnection Study based on the data provided in the QF Interconnection Request. The QF Interconnection Study will include a series of interconnection evaluations (such as short circuit analysis, reactive power analysis, stability analysis, voltage drop and flicker studies, harmonic analysis, breaker duty study, protection and set point coordination studies, and grounding reviews) and a power flow analysis to determine the impacts of delivering the Facility's energy to Mississippi Power's native load. The QF Interconnection Study will identify any additions or changes to the Electric System necessary to provide Interconnection Service and the estimated cost and schedule for equipment, engineering, procurement and construction work for those additions or changes.

1.2 Affected Systems. In the event any other electric system is impacted ("Affected System") by this QF Interconnection Request, Generator shall be responsible for contacting and working with such Affected System to resolve such impacts. Mississippi Power will cooperate with any potential Affected System and Generator must cooperate with Mississippi Power and/or Affected System regarding the studies and determination of modifications to Affected Systems and, if possible, include those results (if available) in the QF Interconnection Study.

1.3 QF Interconnection Study Cost. Generator will be responsible for payment of Mississippi Power's actual costs incurred in conducting the QF Interconnection Study. The deposit for the QF Interconnection Study is **One Hundred Twenty - Five Thousand Dollars ($125,000)**.

Upon completion of the QF Interconnection Study, Mississippi Power will determine the actual QF Interconnection Study costs and will invoice Generator for any costs (without interest) that exceed the deposit. Generator must pay the balance for any costs that exceed the deposit within thirty (30) calendar days of such invoice. If the deposit exceeds the actual cost, Mississippi Power will refund (without interest) the excess within thirty (30) calendar days after reconciliation.

If Generator withdraws the request prior to completion of the QF Interconnection Study, MPC will reconcile the actual study costs with the fee deposit paid and will refund any excess funds; if actual costs exceed the amount previously paid, MPC will invoice Generator for the difference.

1.4 Study Report. Upon completion of the QF Interconnection Study, Mississippi Power will prepare and provide to Generator a Study Report providing the information described in Section 1.1 as well as the assumptions upon which it is based and any potential impediments to providing the requested Interconnection Service. Barring unusual circumstances, Mississippi Power will endeavor to complete the QF Interconnection Study and deliver the Study Report within **one-hundred and eighty (180) calendar days** after the later of (i) execution of this Study Agreement or (ii) Customer's submission of the technical information needed to perform the QF Interconnection Study.

1.5 Modifications of QF Interconnection Request. QF Interconnection Request modifications will be handled in accordance with Section 3.4 of the State-Jurisdictional Qualifying Facility Transmission Generator Interconnection Study Process (SJQF-TGISP) which may be found in the Generator Interconnection folder on Southern Companies' OASIS website at http://www.oasis.oati.com/SOCO.

1.6 QF Interconnection Agreement. Upon completion of the QF Interconnection Study and the review of the Study Report by the Parties, Mississippi Power shall tender within sixty (60) calendar days a State Jurisdictional Generator Interconnection Agreement (**"SJGIA"**) to Generator. Following tender of the SJGIA, Generator shall have thirty (30) calendar days to execute such agreement. If Generator fails to execute and return the SJGIA within thirty (30) calendar days of receipt, Mississippi Power will deem the QF Interconnection Request withdrawn. If the Generator wants to proceed once the Interconnection Request is withdrawn, MPC will require a new QF interconnection request be submitted by the Generator, require a new QF interconnection study be performed per the SJQF-TGISP based upon the new request, and require a SJGIA based upon such new study.

ARTICLE TWO MISCELLANEOUS

2.1 Notices and Contacts. A written notice under this Study Agreement is effective: (i) on the date of personal delivery; (ii) the next business day, if sent via prepaid commercial overnight courier; or (iii) the fourth business day after being sent registered or certified U.S. mail (with proper postage). Each Party will provide notices to the other as provided below or as a Party otherwise designates by written notice to the other.

Mississippi Power Primary Contact:	**Generator Primary Contact:**
Damion Cuevas	**Name**
Planning and Reliability Supervisor	**Title**
Mississippi Power Company	**Company**
2992 West Beach Blvd.	**Address**
Gulfport, MS 39501	**City, State, Zip**
Phone – 228-539-7603	**Phone**
Fax - 228-539-7604	**Fax**
Email – ddcuevas@southernco.com	Email

2.2 Governing Law and Interpretation. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Mississippi, without regard to choice of law principles. The Parties will resolve any claim or dispute in a state or federal court sitting in the State of Mississippi. Generator consents to exclusive jurisdiction and venue in these courts and, to the fullest extent allowed by applicable law, waives

any objection to this jurisdiction or venue. The invalidity or unenforceability of one or more provisions will not affect validity or enforceability of any other provision or of this Study Agreement as a whole.

2.3 Study Agreement Scope. Mississippi Power enters into this Study Agreement in its capacity as an owner of the Electric System and as a regulated electric utility; neither Party is an agent, partner, joint venturer, services contractor, or representative of the other by reason of this Study Agreement. Each attachment, exhibit, appendix, schedule, or other document attached to or referenced in this Study Agreement is incorporated into, and is integral to, this Study Agreement as if included in the main body. This Study Agreement does not benefit any third party or give rise to liability to any third party. No affiliate of Mississippi Power is liable for Mississippi Power's performance or nonperformance.

2.4 Publicity and Confidentiality. Absent written notice to Mississippi Power in accordance with Section 2.1 (Notices and Contacts) and Mississippi Power's prior written consent in response, Generator may not publish or release a public statement, press release, Internet/website/social media posting, or other publication that includes Mississippi Power's name, logo, trademark, or other identification, mentions or refers to Mississippi Power, or references the QF Interconnection Study. Generator will keep this Study Agreement and the Study Report, and all written and oral communications regarding the QF Interconnection Study and the Study Report, confidential and will not disclose any confidential information, including pricing information, to any other electric utility provider or Mississippi Power customer or to anyone other than those persons who have a need to know for purposes of evaluating, approving, or administering this Study Agreement on behalf of: (i) Generator or a Generator affiliate; or (ii) any financial or regulatory entity involved with the Facility project.

2.5 Study Agreement Modification. A modification of this Study Agreement must be in writing and signed by an authorized representative of each Party.

2.6 Assignment. Generator will not assign, in whole or in part, this Study Agreement or its Study Agreement rights or obligations without Mississippi Power's prior written consent.

2.7 Waiver. The failure of a Party to this Study Agreement to insist, on any occasion, upon strict performance of any provision of this Study 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 Study Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Study Agreement. Any waiver of this Study Agreement shall, if requested, be provided in writing.

2.8 Subcontractors. Nothing in this Study Agreement shall prevent Mississippi Power from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Study Agreement.

2.9 Counterparts. This Study Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Study Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

MISSISSIPPI POWER COMPANY	**Generator's Name**
By:	By:
Title:	Title:
Dated:	Dated:

Exhibit B

Mississippi Power Company
QF Interconnection Process General Overview and Timeline

Provided below is a general overview of the MPC QF generator interconnection process and associated timelines. For further details, please refer to the procedures contained herein.