



Control Number: 35077



Item Number: 1075

Addendum StartPage: 0



LCRA TRANSMISSION SERVICES CORPORATION

RECEIVED

2020 APR 13 AM 10:11

PUBLIC UTILITY COMMISSION
FILING CLERK
March 30, 2020

Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

RE: Project No. 35077 – LCRA Transmission Services Corporation's Transmission contract Filing Pursuant to Subst. Rule 25.195(e)

To whom it may concern:

Enclosed is a copy of the ERCOT Standard Generation Interconnection Agreement (the "Agreement") between LCRA Transmission Services Corporation ("LCRA TSC"); Capricorn Bell Interconnection, LLC; Cap Ridge Wind IV, LLC; Bluebell Solar, LLC; and Bluebell Solar II, LLC for filing at the Public Utility Commission of Texas pursuant to Substantive Rule 25.195(e). Because the filed agreement contains slight deviations from the Commission-approved standard generation interconnection agreement ("SGIA"), LCRA TSC has prepared this letter explaining the changes and requests that it be filed with the aforementioned interconnection agreement.

- The following exhibits have been added to the list of exhibits in the Table of Contents:

Exhibit "C1" - Point of Interconnection Details

Exhibit "C2"

- The tenth paragraph of the recital has been revised as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission of electricity. Generators represent that they will own and operate the Plants. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall allow the addition of Bluebell II plant output consistent with the results of the Facilities Study being developed in connection with the Full Interconnection Study Agreement between Bluebell II and TSP pursuant to the ERCOT generation interconnection request 20INR0204.

- The eleventh paragraph of the recital has been revised as follows:

This Agreement applies only to the Plants and the Parties' interconnection facilities as identified in Exhibit "C."

1075

- The twelfth paragraph of the recital has been revised as follows:

This Agreement shall become effective on the date first written above, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A."

- Item E. of the twelfth paragraph of the recital has been revised as follows:

E. The Interconnection Details attached hereto as Exhibits "C", "C1-C2";

- The following definition in Section 1.1 of Article 1. Definitions of the Agreement has been revised as follows:

1.1 "Affiliate" shall mean any person or entity that controls, is controlled by or is under common control with the Party in question. For purposes of this definition, control shall mean direct or indirect ownership or control of a majority of the voting interests of an entity.

- The following definition in Section 1.2 of Article 1. Definitions of the Agreement has been revised as follows:

1.2 "Agreement" shall mean this Agreement, all Exhibits or Appendices attached, and all amendments thereto.

- The following definition in Section 1.4 of Article 1. Definitions of the Agreement has been revised as follows:

1.4 "Commercial Operation" for each Generator shall mean the stage of completion where (i) the construction of the Plant(s) has been substantially completed, (ii) Trial Operation of the Plant(s) has been completed, (iii) the Plant(s) is ready for dispatch, (iv) ERCOT has fully approved the Generator for participation in ERCOT market operations, and (v) Generator notifies TSP that requirements (i) through (iv) have been achieved.

- The following definition in Section 1.7 of Article 1. Definitions of the Agreement has been revised as follows:

1.7 "ERCOT Requirements" means the ERCOT Nodal Operating Guides, ERCOT Generation Interconnection Procedures, ERCOT Nodal Protocols as well as any other documents adopted by the ISO or ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of each Generator with respect to its Plant and GIF, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.

- The following definition in Section 1.9 of Article 1. Definitions of the Agreement has been revised as follows:

1.9 "Full Interconnection Study Agreement" shall mean an agreement executed by the Parties relating to the performance of the Full Interconnection Study, a suite of studies conducted by the TSP that includes the Facilities Study.

- The following definition in Section 1.10 of Article 1. Definitions of the Agreement has been revised as follows:

1.10 "GIF" shall mean a Generator's interconnection facilities as described in Exhibit "C.", including the Shared Facilities as defined below.

- The following definition in Section 1.16 of Article 1. Definitions of the Agreement has been revised as follows:

1.16 "Point of Interconnection" shall mean the location(s) where the GIFs, through the Shared Facilities, connect to the TIF as negotiated and defined by the Parties and as shown on Exhibit "C" of this Agreement.

- The following definition in Section 1.20 of Article 1. Definitions of the Agreement has been added:

1.20 "Shared Facilities" shall mean those facilities owned jointly by the Generators and identified in Exhibit "C" Item 7. B).

- The following definition in Section 1.24 of Article 1. Definitions of the Agreement has been revised as follows:

1.24 "TIF" shall mean the TSP's interconnection facilities as described in Exhibit "C" to this Agreement. Any reference to the design, procurement or construction of the TIF shall include any upgrades to the TIF necessary to interconnect a Plant under this Agreement.

- The following definition in Section 1.25 of Article 1. Definitions of the Agreement has been revised as follows:

1.25 "Trial Operation" shall mean the process by which the Generators are engaged in on-site test operations and commissioning of their respective Plants prior to Commercial Operation.

- Section 2.1(A) of Article 2. Termination has been revised as follows:

A Generator may terminate this Agreement with respect to that Generator after giving the TSP thirty (30) days advance written notice;

- Section 2.1(B) of Article 2. Termination has been revised as follows:

The TSP may terminate this Agreement with respect to an individual Generator (subject to Governmental Authority approval, if required) on written notice if that Generator's Plant...

- Section 2.2 of Article 2. Termination Cost has been revised as follows:

...the respective Generator whose interest is terminated shall pay all costs incurred (or committed to be incurred) by TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of such Generator under this Agreement.

- Section 2.3 of Article 2. Disconnection has been revised as follows:

A. Upon termination of this Agreement with respect to a Generator, such Generator will open its connection with the Shared Facilities and maintain such open connection. If such Generator fails, within five (5) calendar days after TSP's provision of written notice to all Generators, to open its connection with the Shared Facilities or maintain such open connection, TSP shall have the right to disconnect the TIF from the Shared Facilities until such Generator opens its connection with the Shared Facilities and maintains such open connection.

B. Upon termination of this Agreement with respect to all Generators, the Parties will disconnect all GIFs from the TIF.

- Section 3.1 of Article 3. Regulatory Filings has been revised as follows:

Any portions of this Agreement asserted by any Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as "confidential" under seal stating, for the TSP's showing of good cause, that the relevant Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, the relevant Generator...

- Section 4.1 of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

4.1 Options. Each Generator shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit "B" for that Generator for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit "B" for the respective Generator...

- The first two sentences of Section 4.1(B) (i) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

(i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit “B” for the respective Generator. The TSP and respective Generator acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the respective Generator upon failure of the TSP and respective Generator to agree.

- The first paragraph of Section 4.1(B) (ii) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

(ii) The TSP and respective Generator agree that actual damages to the respective Generator, in the event the TIF are not completed by the In-Service Date, may include the Generators’ fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The TSP and respective Generator agree that, because of such uncertainty, any liquidated damages paid by the TSP to the respective Generator shall be an amount equal to ½ of 1% of the actual cost of the TIF necessary to connect the respective Generator, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The TSP and respective Generator agree that such liquidated damages are less than such Generator’s actual damages. The TSP and respective Generator...

- The second sentence of Section 4.1(B) (iii) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

...the respective Generator shall reimburse the TSP ...

- The first sentence of Section 4.1(B) (v) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

(v) If the In-Service Date has been designated by a Generator upon a failure of the TSP and respective Generator to agree on the In-Service Date...

- Section 4.2(A) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

The TSP has completed the Facilities Study pursuant to the Full Interconnection Study Agreement;

- Section 4.2(B) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit “B” for the respective Generator; and

- Section 4.2(C) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

A Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B" for the additions or modifications to the TIF for interconnecting the respective Generator.

- Section 4.3(C) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B" for the respective Generator; and.

- Section 4.3(D) of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

A Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B" for the additions or modifications to the TIF for interconnecting the respective Generator.

- The second sentence of Section 4.4 of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

If, at any time, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date in Exhibit "B" for the respective Generator, the Generator...

- Section 4.5 of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

To the extent this Agreement incorporates a specified In-Service Date and any Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the TSP and respective Generator will negotiate in good faith to establish a new schedule for completion of the TIF, including a new In-Service Date.

- Section 5.2 of Article 5. Facilities and Equipment has been revised as follows:

The respective Generator agrees to cause the additional GIF built to support the respective Plant(s) in Exhibit "B" and as defined in Exhibit "C," Section 7 to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. Generators agree that the GIFs built to support the Plants which have met Commercial Operation have been designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect

at the time of construction. Upon written request by the TSP after Commercial Operation, the Generators shall deliver to the TSP the following "as-built" drawings, information and documents for each GIF: a one-line diagram, a site plan showing the Plants and the GIFs, plan and elevation drawings showing the layout of the GIFs, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generators' main-power transformers, the facilities connecting the Plants to the main power transformers and the GIFs, and the impedances (determined by factory tests) for the associated main power transformers and the generators, and the impedance of any transmission voltage lines that are part of the GIFs.

- Section 5.3 of Article 5. Facilities and Equipment has been revised as follows:

The TSP agrees to cause the TIF built to support the respective Plant(s) in Exhibit "B" and as defined in Exhibit "C," Section 8, to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. The TSP and the Generators agree that the TIF built to support the Plants which have met Commercial Operation have been designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

- Section 5.4 of Article 5. Facilities and Equipment has been revised as follows:

For facilities not described in Exhibit "C," if any Party makes equipment changes to a Plant, a GIF, the TIF or the TSP System which it knows will affect the operation or performance of the other Parties' interconnection facilities, the Parties agree to notify the other Parties, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

- The last sentence of Paragraph A. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

The specific ERCOT-polled Metering Facilities, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

- Paragraph B. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

At the Point of Interconnection, the ERCOT-polled metering equipment shall be owned by the TSP. However, the TSP shall provide each Generator or its Qualified Scheduling Entity with access to metering values in accordance with ERCOT Requirements.

- The first sentence of Paragraph C. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

The TSP will notify each Generator at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the ERCOT-polled metering equipment, unless otherwise agreed to in writing. Each Generator, or their designated representative, shall have the right to be present for these activities and to receive copies of any documents related to the procedures and results.

- The first sentence of Paragraph D. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

Prior to the connection of a GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of the ERCOT-polled metering, telemetry and communications equipment associated with the Point of Interconnection and the respective Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, ERCOT and each Generator.

- Paragraph E. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

The TSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the metering equipment to the TSP, that are necessary for the effective operation of the respective Plants and GIFs with the TSP System. Such communication facilities shall be included in Exhibit "C." Each Generator shall make arrangements to procure and bear the cost for its respective communication facilities.

- Paragraph F. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

Any changes to the ERCOT-polled meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other Parties must be mutually agreed to by the Parties.

- The first sentence of Paragraph G. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

Each Party will promptly advise the other Parties if it detects or otherwise learns of any ERCOT-polled metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Parties.

- Paragraph A. of Section 5.6 of Article 5. Facilities and Equipment has been revised as follows:

Each Party's facilities shall be designed to isolate any fault, or to correct or isolate any abnormality, that would negatively affect the other Parties' system or other entities connected to the TSP System.

- Paragraph B. of Section 5.6 of Article 5. Facilities and Equipment has been revised as follows:

Each Generator shall be responsible for protection of its respective facilities consistent with ERCOT Requirements.

- The second sentence of Paragraph C. of Section 5.6 of Article 5. Facilities and Equipment has been revised as follows:

The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generators' units.

- Paragraph E. of Section 5.6 of Article 5. Facilities and Equipment has been revised as follows:

Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Parties of any testing of its System Protection Equipment allowing such other Parties the opportunity to have representatives present during testing of its System Protection Equipment.

- The first sentence of Paragraph F. of Section 5.6 of Article 5. Facilities and Equipment has been revised as follows:

Prior to an In-Service Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment.

- Section 5.7 of Article of Article 5. Facilities and Equipment has been revised as follows:

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the respective Parties.

- The second sentence of Section 6.1 of Article 6. Operation and Maintenance has been revised as follows:

Subject to any necessary ISO approval, each Party shall provide necessary equipment outages to allow the other Parties to perform periodic maintenance, repair or replacement of their facilities.

- The last sentence of Section 6.1 of Article 6. Operation and Maintenance has been revised as follows:
- *All testing of the Plants that affect the operation of the Point of Interconnection shall be coordinated between the TSP, ERCOT, and the Generators and will be conducted in accordance with ERCOT Requirements.*
- Section 6.2 of Article 6. Operation and Maintenance has been deleted in its entirety and replaced with the following:

6.2 Control Area. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with ERCOT Requirements.

- Section 6.3 of Article 6. Operation and Maintenance has been revised as follows:

Terms and conditions addressing the rights of the TSP and a Generator regarding any facilities located on the other Party's property shall be addressed in a separate, duly executed and recorded easement agreement between the respective Parties. Prior to Commercial Operation, the respective Parties will agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

- Section 6.4 of Article 6. Operation and Maintenance has been revised as follows:

The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the Plants under the conditions specified therein. Each Generator will promptly disconnect its respective Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

- Section 6.6 of Article 6. Operation and Maintenance has been revised as follows:

Consistent with ERCOT Requirements and the TSP and respective Generator's mutually acceptable procedure, each Generator is responsible for the proper synchronization of its Plant to the TSP System.

- The reference to "Generator" in Section 6.8 of Article 6. Operation and Maintenance has been replaced with "Generators".
- Section 6.9 of Article 6. Operation and Maintenance has been revised as follows:

Each Generator shall procure, install, maintain and operate power system stabilizers for its respective Plant if required to meet ERCOT Requirements and as described in Exhibit "C."

- Section 6.10 of Article 6. Operation and Maintenance has been added:

6.10 Shared Facilities Agreement. The Generators shall enter into a shared facilities agreement to govern the ownership, operation and maintenance of the Shared Facilities.

- The reference to "Generator" in Section 7.1 of Article 7. Data Requirements has been replaced with "Generators".
- The reference to "Generator" in Section 7.2 of Article 7. Data Requirements has been replaced with "Generators".
- Section 7.3 of Article 7. Data Requirements has been revised as follows:

7.3 Initial Data Submission by Generators. The initial data submission by the Generators, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation of their respective Plants and shall include a completed copy of the following forms contained in ERCOT's Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to ERCOT for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with ERCOT's standard models. If there is no compatible model, the Generators will work with an ISO designated consultant to develop and supply a standard model and associated data. The initial data has already been submitted for the Plants which have met Commercial Operation as of the date of execution of this Agreement.

- The reference to "Generator" in Section 7.4 of Article 7. Data Requirements has been replaced with "Generators".
- The first sentence of Section 7.5 of Article 7. Data Requirements has been revised as follows:

Each Party shall furnish to the other Parties real-time and forecasted data as required by ERCOT Requirements.

- The second sentence of Section 7.5 of Article 7. Data Requirements has been revised as follows:

The Parties will cooperate with one another in the analysis of disturbances to either the Plants or the TSP's...

- Section 8.1 of Article 8. Performance Obligation has been revised as follows:

The Generators will acquire, construct, operate, test, maintain and own their respective Plant and GIF at their sole expense. In addition, each Generator constructing new, or modifying existing, Plant facilities may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C," if any, in accordance with PUCT Rules.

- The first two sentences of Section 8.3 of Article 8. Performance Obligation has been revised as follows:

The TSP may require each Generator constructing new, or modifying existing, Plant facilities to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Exhibit "E." Within ten (10) business days after TSP has received notice from a Generator that its Plant has achieved Commercial Operation and TSP has verified the same, the TSP shall return the deposit(s) or security to the applicable Generator.

- The fourth sentences of Section 8.3 of Article 8. Performance Obligation has been revised as follows:

If a Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Exhibit "B" or if a Generator terminates this Agreement in accordance with Section 2.1 and the TIF, or any upgrade to the TIF, is not required, the TSP may...

- The first sentence of Section 9.1 of Article 9. Insurance has been revised as follows:

Each Party shall, at its own expense, maintain in force throughout the period of this Agreement the following minimum insurance coverages, with insurers authorized to do business in Texas and rated "A-, VII" or higher by A.M. Best (or a near-equivalent rating by another nationally-recognized rating agency):

- Paragraph B. of Section 9.1 of Article 9. Insurance has been revised as follows:

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available (unless provided under a stand-alone pollution liability policy) and punitive damages to the extent normally available and a cross liability endorsement or severability of interests' clause, with minimum limits of One Million Dollars (\$1,000,000)

per occurrence/Two Million Dollars (\$2,000,000) aggregate limit for personal injury, bodily injury, including death and property damage.

- Paragraph C. of Section 9.1 of Article 9. Insurance has been revised as follows:

C. Business Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage; for the TSP, automobile liability is limited by governmental immunity and the Texas Tort Claims Act to \$300,000 per accident, \$100,000 per person, \$100,000 property damage.

- Paragraph D. of Section 9.1 of Article 9. Insurance has been revised as follows:

D. Umbrella and/or Excess Liability Insurance over and above the Employer's Liability, Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.

- Paragraph E. of Section 9.1 of Article 9. Insurance has been revised as follows:

E. Professional Liability (Errors and Omissions) Insurance: This requirement applies when a Party is utilizing a professional designation or license and/or is providing professional services, which include, but are not limited to engineering services. This policy should provide coverage of no less than \$2,000,000 per occurrence and in the aggregate and shall be maintained by a Party and its contractor to the extent it is engaged in the professional services. In addition, a Party will cause any of its contractors or subcontractors engaged in professional services to maintain the coverage required in this subsection.

- Paragraph F. of Section 9.1 of Article 9. Insurance has been revised as follows:

F. Pollution Liability Insurance: The policy should provide coverage with limits no less than \$5,000,000 per claim and in the aggregate and should be maintained for the duration of the Agreement and for three (3) years following its termination.

- Paragraph G. of Section 9.1 of Article 9. Insurance has been revised as follows:

The Commercial General Liability Insurance, Business Automobile Liability Insurance, Pollution Liability Insurance and Umbrella and/or Excess Liability Insurance policies shall include the other Parties, their parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group. Each Party shall provide no fewer than thirty (30) days

advance written notice to Other Party Group prior to cancellation or non-renewal (or ten (10) days advance written notice for non-payment of premium).

- Paragraph H. of Section 9.1 of Article 9. Insurance has been revised as follows:

The Commercial General Liability Insurance, Business Automobile Liability Insurance, Pollution Liability Insurance and Umbrella and/or Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

- Paragraph I. of Section 9.1 of Article 9. Insurance has been revised as follows:

The Commercial General Liability Insurance, Business Automobile Liability Insurance, Professional Liability Insurance, Pollution Liability Insurance and Umbrella and/or Excess Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for three (3) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties. The provisions of this subsection 9.1.I will survive termination of this Agreement.

- Paragraph J. of Section 9.1 of Article 9. Insurance has been revised as follows:

Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certificates of insurance (or self-insurance letters, in the case of self-insurance) evidencing all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer (or in the case of self-insurance letters, by a representative of the applicable Party).

- Paragraph L. of Section 9.1 of Article 9. Insurance has been revised as follows:

Notwithstanding the foregoing, each Party may self-insure for all or a portion of the above coverages and insurance requirements to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt or corporate credit rating is rated at investment grade, or better, by Standard & Poor's, A.M. Best or Fitch. For any period of time that a Party's senior secured debt or corporate credit rating is unrated by Standard & Poor's, A.M. Best or Fitch or is rated less than investment grade by Standard & Poor's, A.M. Best or Fitch, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. Each Party will not be required to comply with Sections 9.1.G through 9.1.I to the extent it self-insures for the above coverages and insurance requirements.

- Paragraph N. of Section 9.1 of Article 9. Insurance has been added:

N. Each Party's contractors and subcontractors, if any, shall also provide and maintain during the term of their respective agreements similar insurance coverages specified herein with limits that are adequate in respects to the scope of work the contractors and subcontractors are performing on behalf of the Party.

- Section 10.2 of Article 10. Miscellaneous has been revised as follows:

This Agreement is applicable only to the interconnection of the Plants to the TSP System at the Point of Interconnection and does not obligate any Party to provide, or entitle any Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Parties or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by any Party, either before or after Commercial Operation.

- Section 10.3 of Article 10. Miscellaneous has been revised as follows:

....There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, a Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Full Interconnection Study Agreement, if any, is unaffected by this Agreement.

- Section 10.4 of Article 10. Miscellaneous has been revised as follows:

Any formal notice, demand or request provided for in this Agreement shall be in writing to all Parties and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number for all Parties identified in Exhibit "D" attached to this Agreement. Except as provided below in this Section, each Party may change its notice information on Exhibit "D" by giving five business days written notice to TSP prior to the effective date of the change. As a result of Generators' joint ownership of the Shared Facilities, it is expressly agreed that a single Generator may not change the notice information for the common Generator Dispatch Resource identified in section (a) of Exhibit "D", or for the single common person with whom TSP may communicate on matters not requiring dispatch center communications identified in section (b) of Exhibit "D", except by giving five business days written notice to TSP prior to the effective date of the change and the other Generators concur or otherwise acknowledge agreement with such change in notice information under the Agreement at the same time change of notice is provided by a Generator. It is further agreed that, unless otherwise provided at the time of execution of this Agreement, prior to the In-Service Date, Generators will revise Exhibit "D" in accordance with the provisions of this paragraph and provide the revised Exhibit "D" to TSP to reflect all missing telephone numbers, fax numbers and other

required information. Except in the case of the communications to the common Generator Dispatch Resource or the single common person with whom TSP may communicate on matters not requiring dispatch center communications, notice to one Generator does not constitute notice to all Generators.

- Paragraph A. of Section 10.6 of Article 10. Miscellaneous has been revised as follows:

The term “Default” shall mean the failure of a Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where (i) such failure to discharge an obligation (other than the payment of money) by the TSP is the result of Force Majeure as defined in this Agreement or the result of an act or omission of a Generator, or (ii) such failure to discharge an obligation (other than the payment of money) by a Generator is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the TSP. Upon a Default, the non-defaulting Party or Parties shall give written notice of such Default to the defaulting Party or Parties; provided, however, that an event of Default will not be deemed to have occurred where a Generator or Generators are both the defaulting and non-defaulting Parties, and the Generators will resolve any disputes between each other in accordance with the Shared Facilities Agreement (as defined in Section 6.10). Provided further, that in the event of a Default by one or more Generators under this Agreement, TSP shall give written notice of such Default to all Generators, and in the event that TSP is unable to determine which Generator is responsible for the Default, TSP shall notify the Generators in such notice that it cannot determine the Generator responsible for the Default. The Generators shall have thirty (30) days from receipt of the notice to determine the Generator in Default and notify the TSP; provided, however, that such thirty (30) day period will not extend the cure periods specified below. If the Generators are unable to determine the Generator in Default, TSP shall have the right to deem each Generator as being the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist; and further provided that any Generator shall have the right to cure the Default of another Generator.

- Paragraph B. of Section 10.6. of Article 10. Miscellaneous has been revised as follows:

If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement as to the defaulting Party by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

- Section 10.7 of Article 10. Miscellaneous has been revised as follows:

The operation of any Plant by a Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIFs, until such interconnection has been disconnected. The Generators will not be prohibited by this Section from interconnecting their respective Plant with facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not "public utilities" under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

- Section 10.15 of Article 10. Miscellaneous has been revised as follows:

The indemnification and liability provisions of the PUCT Rule 25.202(b)(2) or its successor will not apply to this Agreement.

- Section 10.17 of Article 10. Miscellaneous has been revised as follows:

This Agreement may be assigned by a Party only with the written consent of the others; provided that a Party may assign this Agreement without the consent of the other Parties to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that a Generator shall have the right to assign this Agreement, without the consent of the TSP or the other Generators, for collateral security purposes to aid in providing financing for its respective Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP and the other Generators of any such assignment. Any financing arrangement entered into by a Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP and the other Generators of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

- The third paragraph of Exhibit "B" Time Schedule has been revised as follows:

Date by which Generator must provide to TSP written notice to proceed and full security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date:

Please feel free to contact me at Sergio.Garza@lcra.org if there are any questions regarding this interconnection agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sergio Garza', with a long horizontal flourish extending to the right.

Sergio Garza, P.E.
Vice President, LCRA Transmission Design and Protection

Enclosure

AMENDED AND RESTATED
ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation,
CAPRICORN BELL INTERCONNECTION, LLC,
CAP RIDGE WIND IV, LLC,
BLUEBELL SOLAR, LLC, and
BLUEBELL SOLAR II, LLC

TABLE OF CONTENTS

| | |
|--|----|
| AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT | 3 |
| Exhibit “A” Terms and Conditions of the Generation Interconnection Agreement..... | 6 |
| ARTICLE 1. DEFINITIONS..... | 6 |
| ARTICLE 2. TERMINATION..... | 9 |
| ARTICLE 3. REGULATORY FILINGS | 10 |
| ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, | 10 |
| PROCUREMENT, AND CONSTRUCTION | 10 |
| ARTICLE 5. FACILITIES AND EQUIPMENT..... | 15 |
| ARTICLE 6. OPERATION AND MAINTENANCE..... | 19 |
| ARTICLE 7. DATA REQUIREMENTS..... | 21 |
| ARTICLE 8. PERFORMANCE OBLIGATION | 23 |
| ARTICLE 9. INSURANCE..... | 24 |
| ARTICLE 10. MISCELLANEOUS | 27 |
| Exhibit “B” Time Schedule | 37 |
| Exhibit “C” Interconnection Details | 38 |
| Exhibit “C1” Point of Interconnection Details | 46 |
| Exhibit “C2” | 47 |
| Exhibit “D” Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement..... | 48 |
| Exhibit “E” Security Arrangement Details..... | 51 |

AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Amended and Restated ERCOT Standard Generation Interconnection Agreement (“Agreement”) is made and entered into this 12th day of March 2020 (“Effective Date”), between LCRA Transmission Services Corporation (“Transmission Service Provider” or “TSP”), Cap Ridge Wind IV, LLC (“Cap Ridge Wind IV”), Bluebell Solar, LLC (“Bluebell Solar”), Bluebell Solar II, LLC (“Bluebell II”) and Capricorn Bell Interconnection, LLC (“Capricorn Bell Interconnection”), acting individually and as the authorized agent for Cap Ridge Wind IV, Bluebell Solar, and Bluebell II (individually and collectively, “Generator”), hereinafter individually referred to as “Party,” and collectively referred to as the Parties.

WHEREAS, the Transmission Service Provider and Capricorn Ridge Wind II, LLC entered into that certain Generation Interconnection Agreement executed January 15, 2008, as amended by that certain Amendment No. 1 to Interconnection Agreement, dated as of August 19, 2015, as amended by that certain Amendment No. 2 to Interconnection Agreement, dated as of May 1, 2018, as amended by that certain Amendment No. 3 to Interconnection Agreement dated as of October 15, 2018, and as further amended by that certain Amendment No. 4 to Interconnection Agreement dated as of May 23, 2019 (collectively, as amended, the “Original Agreement”);

WHEREAS, Cap Ridge Wind IV is a successor-in-interest to Capricorn Ridge Wind II, LLC and Capricorn Bell Interconnection is an agent for Cap Ridge Wind IV and Bluebell Solar;

WHEREAS, Cap Ridge Wind IV has informed TSP of a delay in the proposed increase of the nominal capacity of each of its 75 wind turbine units from 1.5-MW to 1.62-MW as contemplated in the Fourth Amendment to the Original Agreement;

WHEREAS, Bluebell II is currently developing, and will own and operate, a separate Plant rated for 115-MW and will interconnect into the TSP’s Divide Substation by way of the existing GIF and the Point of Interconnection;

WHEREAS, the Generators will utilize the same Point of Interconnection at the TSP’s Divide Substation which is at the northern termination point of the Generators’ 345-kV generator tie line;

WHEREAS, the Generators’ Plants cannot be separately metered by the TSP with individual ERCOT-polled settlement (“EPS”) meters due to their utilization of the same Point of Interconnection and will instead be metered in aggregate at the TSP’s Divide Substation; and

WHEREAS, Generators will work with ERCOT to conform to the ERCOT Nodal Protocols, Section 10 requirements for Generation Resource Meter Splitting; however, compliance with ERCOT Nodal Protocols Section 10 shall be the obligation of each Generator for its respective Plant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission of electricity. Generators represent that they will own and operate the Plants. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall allow the addition of Bluebell II plant output consistent with the results of the Facilities Study being developed in connection with the Full Interconnection Study Agreement between Bluebell II and TSP pursuant to the ERCOT generation interconnection request 20INR0204.

This Agreement applies only to the Plant and the Parties' interconnection facilities as identified in Exhibit "C."

This Agreement shall become effective on the date first written above, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A."

This Agreement will be subject to the following, all of which are incorporated herein:

- A. The "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" attached hereto as Exhibit "A";
- B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
- C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
- D. The Time Schedule attached hereto as Exhibit "B";
- E. The Interconnection Details attached hereto as Exhibit "C", "C1-C3";
- F. The notice requirements attached hereto as Exhibit "D"; and
- G. The Security Arrangement Details attached hereto as Exhibit "E".

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument. This Amendment will become effective upon execution by the Parties.

Capricorn Bell Interconnection, LLC

Signature: D. Gerard

Name: Daniel Gerard

Title: Vice President

Date: 03/06/2020

LCRA Transmission Services Corporation

Signature: [Signature]

Name: Sergio Garza, P.E.

Title: Vice President, LCRA Transmission Design and Protection

Date: March 12, 2020



Cap Ridge Wind IV, LLC

By: D. Gerard

Name: Daniel Gerard

Title: Vice President

Date: 03/06/2020

Bluebell Solar, LLC

By: [Signature]

Name: John Di Donato
Vice President

Title: _____

Date: February 20, 2020

Bluebell Solar II, LLC

By: [Signature]

Name: John Di Donato
Vice President

Title: _____

Date: February 20, 2020

Exhibit “A”
Terms and Conditions of the Generation Interconnection Agreement

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meanings as set forth below, except as otherwise specified in the Agreement:

1.1 “Affiliate” shall mean any person or entity that controls, is controlled by or is under common control with the Party in question. For purposes of this definition, control shall mean direct or indirect ownership or control of a majority of the voting interests of an entity.

1.2 “Agreement” shall mean this Agreement, all Exhibits or Appendices attached, and all amendments thereto.

1.3 “CCN” shall mean a Certificate of Convenience and Necessity issued by the PUCT.

1.4 “Commercial Operation” for each Generator shall mean the stage of completion where (i) the construction of the Plant(s) has been substantially completed, (ii) Trial Operation of the Plant(s) has been completed, (iii) the Plant(s) is ready for dispatch, (iv) ERCOT has fully approved the Generator for participation in ERCOT market operations, and (v) Generator notifies TSP that requirements (i) through (iv) have been achieved.

1.5 “Control Area” shall have the meaning ascribed thereto in PUCT Rule 25.5(19) or its successor.

1.6 “ERCOT” shall mean the Electric Reliability Council of Texas, Inc.

1.7 “ERCOT Requirements” means the ERCOT Nodal Operating Guides, ERCOT Generation Interconnection Procedures, ERCOT Nodal Protocols as well as any other documents adopted by the ISO or ERCOT relating to the interconnection and operation of generators and transmission

systems in ERCOT as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of each Generator with respect to its Plant and GIF, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.

1.8 “Facilities Study” shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

1.9 “Full Interconnection Study Agreement” shall mean an agreement executed by a Generator and the TSP relating to the performance of the Full Interconnection Study, a suite of studies conducted by the TSP that includes the Facilities Study.

1.10 “GIF” shall mean a Generator’s interconnection facilities as described in Exhibit “C”, including the Shared Facilities as defined below

1.11 “Good Utility Practice” shall have the meaning described in PUCT Rule 25.5(56) or its successor.

1.12 “Governmental Authority(ies)” shall mean any federal, state, local or municipal body having jurisdiction over a Party.

1.13 “In-Service Date” shall be the date, as reflected in Exhibit “B,” that the TIF will be ready to connect to a GIF.

1.14 “ISO” shall mean the ERCOT Independent System Operator.

1.15 “Plant” shall mean the electric generation facility owned and operated by each Generator respectively, as specified in Exhibit “C.”

- 1.16 “Point of Interconnection” shall mean the location(s) where the GIFs, through the Shared Facilities, connect to the TIF as negotiated and defined by the Parties and as shown on Exhibit “C” of this Agreement.
- 1.17 “PUCT” shall mean the Public Utility Commission of Texas.
- 1.18 “PUCT Rules” shall mean the Substantive Rules of the PUCT.
- 1.19 “Reasonable Efforts” shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e)).
- 1.20 “Shared Facilities” shall mean those facilities owned jointly by the Generators and identified in Exhibit “C” Item 7. B).
- 1.21 “System Protection Equipment” shall mean those facilities located within the TIF and the GIFs as described in Section 5.6 and Exhibit “C.”
- 1.22 “System Security Study” shall have the meaning as described in PUCT Rule 25.198(c) or its successor.
- 1.23 “TCOS” shall mean the TSP’s transmission cost of service as allowed by the applicable Governmental Authority.
- 1.24 “TIF” shall mean the TSP’s interconnection facilities as described in Exhibit “C” to this Agreement. Any reference to the design, procurement or construction of the TIF shall include any upgrades to the TIF necessary to interconnect a Plant under this Agreement.
- 1.25 “Trial Operation” shall mean the process by which the Generators are engaged in on-site test operations and commissioning of their respective Plants prior to Commercial Operation.
- 1.26 “TSP” shall mean the Transmission Service Provider.
- 1.27 “TSP System” shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by the TSP.

ARTICLE 2. TERMINATION

2.1 Termination Procedures. This Agreement may be terminated as follows:

A. A Generator may terminate this Agreement with respect to that Generator after giving the TSP thirty (30) days advance written notice; or

B. The TSP may terminate this Agreement with respect to an individual Generator (subject to Governmental Authority approval, if required) on written notice if that Generator's Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date reflected in Exhibit "B"; or

C. Any Party may terminate this Agreement in accordance with Section 10.6.

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the respective Generator whose interest is terminated shall pay all costs incurred (or committed to be incurred) by TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of such Generator under this Agreement. In the event of termination by any Party, all Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of the Sections 2.2 and 2.3 shall survive termination of the Agreement.

2.3 Disconnection.

A. Upon termination of this Agreement with respect to a Generator, such Generator will open its connection with the Shared Facilities and maintain such open connection. If such Generator fails, within five (5) calendar days after TSP's provision of written notice to all Generators, to open its connection with the Shared Facilities or maintain such open connection, TSP shall have the right to disconnect the TIF from the Shared Facilities until such Generator opens its connection with the Shared Facilities and maintains such open connection.

B. Upon termination of this Agreement with respect to all Generators, the Parties will

disconnect all GIFs from the TIF.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The TSP shall file this executed Agreement with the appropriate Governmental Authority, if required. Any portions of this Agreement asserted by any Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as “confidential” under seal stating, for the TSP’s showing of good cause, that the relevant Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, the relevant Generator shall provide the TSP, in writing, with the Generator’s basis for asserting that the information referred to in this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request ISO and all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include any CCN required for the construction of the TIF.

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.1 Options. Each Generator shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit “B” for that Generator for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit “B” for the respective Generator. The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other contractors, other equipment suppliers, other material suppliers, additional

contract personnel, additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the respective Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit “B” for the respective Generator. The TSP and respective Generator acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the respective Generator upon failure of the TSP and respective Generator to agree. In the process of negotiating the In-Service Date, the Generator will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generator shall in no event be less than fifteen months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that the ISO refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in Exhibit “B,” the TSP shall pay such Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The TSP and respective Generator agree that actual damages to the respective Generator, in the event the TIF are not completed by the In-Service Date, may include the Generators’ fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The TSP and respective Generator

agree that, because of such uncertainty, any liquidated damages paid by the TSP to the respective Generator shall be an amount equal to $\frac{1}{2}$ of 1% of the actual cost of the TIF necessary to connect the respective Generator, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The TSP and respective Generator agree that such liquidated damages are less than such Generator's actual damages. The TSP and respective Generator agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the respective Generator shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP's estimate of the cost of the TIF under section 4.1.A and the TSP's estimate of the cost of the TIF under Section 4.1.B as reflected in Exhibit "C." Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to a Generator if such Generator is not ready to commence use of the TIF for the delivery of power to its Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generator would have been able to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP's delay.

(v) If the In-Service Date has been designated by a Generator upon a failure of the TSP and respective Generator to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not met solely due to the TSP's failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents and quality of the TIF. To the extent a Generator acts as a subcontractor to the TSP, the following will apply: 1) The Generator shall engineer, procure equipment, and construct the TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, the Generator shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering, equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generator shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generator for the reasonable and necessary

costs incurred by the Generator to complete the TIF, not to exceed the amount specified in the subcontract. Such reimbursement shall be made within thirty days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

A. The TSP has completed the Facilities Study pursuant to the Full Interconnection Study Agreement;

B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit “B” for the respective Generator; and

C. A Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit “B” for the additions or modifications to the TIF for interconnecting the respective Generator.

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

B. Necessary real property rights, if any, have been obtained;

C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit “B” for the respective Generator; and

D. A Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit “B” for the additions or modifications to the TIF for interconnecting the respective Generator.

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. If, at any time, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date in Exhibit “B” for the respective Generator, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and any Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the TSP and respective Generator will negotiate in good faith to establish a new schedule for completion of the TIF, including a new In-Service Date.

ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties’ interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIFs to the TSP System.

5.2 GIF Construction. The respective Generator agrees to cause the additional GIF built to support the respective Plant(s) in Exhibit “B” and as defined in Exhibit “C,” Section 7 to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. Generators agree that the GIFs built to support the Plants which have met Commercial Operation have been designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. Upon written request by the TSP after Commercial Operation, the Generators shall deliver to the TSP the following “as-built” drawings, information and documents for each GIF: a one-line diagram, a site plan showing the Plants and

the GIFs, plan and elevation drawings showing the layout of the GIFs, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generators' main-power transformers, the facilities connecting the Plants to the main power transformers and the GIFs, and the impedances (determined by factory tests) for the associated main power transformers and the generators, and the impedance of any transmission voltage lines that are part of the GIFs.

5.3 TIF Construction. The TSP agrees to cause the TIF built to support the respective Plant(s) in Exhibit "B" and as defined in Exhibit "C," Section 8, to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. The TSP and the Generators agree that the TIF built to support the Plants which have met Commercial Operation have been designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. For facilities not described in Exhibit "C," if any Party makes equipment changes to a Plant, a GIF, the TIF or the TSP System which it knows will affect the operation or performance of the other Parties' interconnection facilities, the Parties agree to notify the other Parties, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific ERCOT-polled Metering Facilities, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

B. At the Point of Interconnection, the ERCOT-polled metering equipment shall be owned by the TSP. However, the TSP shall provide each Generator or its Qualified Scheduling Entity with access to metering values in accordance with ERCOT Requirements.

C. The TSP will notify each Generator at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the ERCOT-polled metering equipment, unless otherwise agreed to in writing. Each Generator, or their designated representative, shall have the right to be present for these activities and to receive copies of any documents related to the procedures and results.

D. Prior to the connection of a GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of the ERCOT-polled metering, telemetry and communications equipment associated with the Point of Interconnection and the respective Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, ERCOT, and each Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

E. The TSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the metering equipment to the TSP, that are necessary for the effective operation of the respective Plants and the GIFs with the TSP System. Such communication facilities shall be included in Exhibit "C." Each Generator shall make arrangements to procure and bear the cost for its respective communication facilities.

F. Any changes to the ERCOT-polled meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other Parties must be mutually agreed to by the Parties.

G. Each Party will promptly advise the other Parties if it detects or otherwise learns of any ERCOT-pollled metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Parties. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

5.6 System Protection and Other Controls Requirements.

A. Each Party's facilities shall be designed to isolate any fault, or to correct or isolate any abnormality, that would negatively affect the other Parties' system or other entities connected to the TSP System.

B. Each Generator shall be responsible for protection of its respective facilities consistent with ERCOT Requirements.

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generators' units.

D. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Parties of any testing of its System Protection Equipment allowing such other Parties the opportunity to have representatives present during testing of its System Protection Equipment.

F. Prior to an In-Service Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested

by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the respective Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, the ERCOT Requirements, PUCT Rules and all applicable laws and regulations. Subject to any necessary ISO approval, each Party shall provide necessary equipment outages to allow the other Parties to perform periodic maintenance, repair or replacement of their facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger persons or property. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Plants that affect the operation of the Point of Interconnection shall be coordinated between the TSP, ERCOT, and the Generators and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with ERCOT Requirements.

6.3 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and a Generator regarding any facilities located on the other Party's property shall be addressed in a separate, duly executed and recorded easement agreement between the respective Parties. Prior to Commercial Operation, the respective Parties will agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

6.4 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the Plants under the conditions specified therein. Each Generator will promptly disconnect its respective Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

6.5 Switching and Clearance.

A. Any switching or clearances needed on the TIF or a GIF will be done in accordance with ERCOT Requirements.

B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to any Plant shall be addressed in Exhibit "C."

6.6 Start-Up and Synchronization. Consistent with ERCOT Requirements and the TSP and respective Generator's mutually acceptable procedure, each Generator is responsible for the proper synchronization of its Plant to the TSP System.

6.7 Routine Operational Communications. On a timely basis, the Parties shall exchange all information necessary to comply with ERCOT Requirements.

6.8 Blackstart Operations. If a Plant is capable of blackstart operations, Generator will coordinate individual Plant start-up procedures consistent with ERCOT Requirements. Any

blackstart operations shall be conducted in accordance with the blackstart criteria included in the ERCOT Requirements and the TSP Blackstart Plan on file with the ISO. Notwithstanding this section, Generators are not required to have blackstart capability by virtue of this Agreement. If a Generator will have blackstart capability, then Generator shall provide and maintain an emergency communication system that will interface with the TSP during a blackstart condition.

6.9 Power System Stabilizers. Each Generator shall procure, install, maintain and operate power system stabilizers for its respective Plant if required to meet ERCOT Requirements and as described in Exhibit "C."

6.10 Shared Facilities Agreement. The Generators shall enter into a shared facilities agreement to govern the ownership, operation and maintenance of the Shared Facilities.

ARTICLE 7. DATA REQUIREMENTS

7.1 Data Acquisition. The acquisition of data to realistically simulate the electrical behavior of system components is a fundamental requirement for the development of a reliable interconnected transmission system. Therefore, the TSP and the Generators shall be required to submit specific information regarding the electrical characteristics of their respective facilities to each other as described below in accordance with ERCOT Requirements.

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation and shall include transmission system data necessary to allow the Generators to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generators. The initial data submission by the Generators, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation of their respective Plants and shall include a completed copy of the following forms contained in the

ERCOT's Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to ERCOT for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with ERCOT's standard models. If there is no compatible model, the Generators will work with an ISO designated consultant to develop and supply a standard model and associated data. The initial data has already been submitted for the Plants which have met Commercial Operation as of the date of execution of this Agreement.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all "as-built" Plant data or "as-tested" performance data which differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generators shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generators any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than 30 days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by the ISO concerning these facilities.

7.5 Data Exchange. Each Party shall furnish to the other Parties real-time and forecasted data as required by ERCOT Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plants or the TSP's System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records.

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility. The Generators will acquire, construct, operate, test, maintain and own their respective Plant and GIF at their sole expense. In addition, each Generator constructing new, or modifying existing, Plant facilities may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C," if any, in accordance with PUCT Rules.

8.2 TSP's Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require each Generator constructing new, or modifying existing, Plant facilities to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Exhibit "E." Within ten (10) business days after TSP has received notice from a Generator that its Plant has achieved Commercial Operation and TSP has verified the same, the TSP shall return the deposit(s) or security to the applicable Generator. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If a Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Exhibit "B" or if a Generator terminates this Agreement in accordance with Section 2.1 and the TIF, or any upgrade to the TIF, is not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Exhibit "E," any repayment of such

cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement the following minimum insurance coverages, with insurers authorized to do business in Texas and rated “A-, VII” or higher by A.M. Best (or a near-equivalent rating by another nationally-recognized rating agency):

A. Employers Liability and Worker’s Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer’s Liability insurance shall be One Million Dollars (\$1,000,000) for bodily injury by accident, One Million Dollars (\$1,000,000) each employee bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available (unless provided under a stand-alone pollution liability policy) and punitive damages to the extent normally available and a cross liability endorsement or severability of interests’ clause, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate limit for personal injury, bodily injury, including death and property damage.

C. Business Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum

combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage; for the TSP, automobile liability is limited by governmental immunity and the Texas Tort Claims Act to \$300,000 per accident, \$100,000 per person, \$100,000 property damage.

D. Umbrella and/or Excess Liability Insurance over and above the Employer's Liability, Commercial General Liability and Business Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.

E. Professional Liability (Errors and Omissions) Insurance: This requirement applies when a Party is utilizing a professional designation or license and/or is providing professional services, which include, but are not limited to engineering services. This policy should provide coverage of no less than \$2,000,000 per occurrence and in the aggregate and shall be maintained by the Party to the extent it is engaged in the professional services. In addition, a Party will cause any of its contractors or subcontractors engaged in professional services to maintain the coverage required in this subsection.

F. Pollution Liability Insurance: The policy should provide coverage with limits no less than \$5,000,000 per claim and in the aggregate and should be maintained for the duration of the Agreement and for three (3) years following its termination.

G. The Commercial General Liability Insurance, Business Automobile Liability Insurance, and Pollution Liability Insurance Umbrella and/or Excess Liability Insurance policies shall include the other Parties, their parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in

accordance with the provisions of this Agreement against the Other Party Group. Each Party shall provide no fewer than thirty (30) days advance written notice to Other Party Group prior to cancellation or non-renewal (or ten (10) days advance written notice for non-payment of premium).

H. The Commercial General Liability Insurance, Business Automobile Liability Insurance, Pollution Liability Insurance and Umbrella and/or Excess Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

I. The Commercial General Liability Insurance, Business Automobile Liability Insurance, Professional Liability Insurance, Pollution Liability Insurance and Umbrella and/or Excess Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for three (3) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties. The provisions of this subsection 9.1.I will survive termination of this Agreement.

J. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

K. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any

event within ninety (90) days thereafter, each Party shall provide certificates of insurance (or self-insurance letters, in the case of self-insurance) evidencing all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer (or in the case of self-insurance letters, by a representative of the applicable Party).

L. Notwithstanding the foregoing, each Party may self-insure for all or a portion of the above coverages and insurance requirements to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt or corporate credit rating is rated at investment grade, or better, by Standard & Poor's, A.M. Best or Fitch. For any period of time that a Party's senior secured debt or corporate credit rating is unrated by Standard & Poor's, A.M. Best or Fitch or is rated less than investment grade by Standard & Poor's, A.M. Best or Fitch, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. Each Party will not be required to comply with Sections 9.1.G through 9.1.I to the extent it self-insures for the above coverages and insurance requirements.

M. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

N. Each Party's contractors and subcontractors, if any, shall also provide and maintain during the term of their respective agreements similar insurance coverages specified herein with limits that are adequate in respects to the scope of work the contractors and subcontractors are performing on behalf of the Party.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plants to the TSP System at the Point of Interconnection and does not obligate any Party to provide, or entitle any Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Parties or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by any Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, a Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Full Interconnection Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing to all Parties and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number for all Parties identified in Exhibit “D” attached to this Agreement. Except as provided below in this Section, each Party may change its notice information on Exhibit “D” by giving five business days written notice to TSP prior to the effective date of the change. As a result of Generators’ joint ownership of the Shared Facilities, it is expressly agreed that a single Generator may not change the notice information for the common Generator Dispatch Resource identified in section (a) of Exhibit “D”, or for the single common person with whom TSP may communicate on matters not requiring dispatch center communications identified in section (b) of Exhibit “D”, except by giving five business days written notice to TSP prior to the effective date of the change and the other Generators concur or otherwise acknowledge agreement with such change in notice information under the Agreement at the same time change of notice is provided by a Generator. It is further agreed that, unless otherwise provided at the time of execution of this Agreement, prior to the In-Service Date, Generators will revise Exhibit “D” in accordance with the provisions of this paragraph and provide the revised Exhibit “D” to TSP to reflect all missing telephone numbers, fax numbers and other required information. Except in the case of the communications to the common Generator Dispatch Resource or the single common person with whom TSP may communicate on matters not requiring dispatch center communications, notice to one Generator does not constitute notice to all Generators.

10.5 Force Majeure.

A. The term “Force Majeure” as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of

such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. A Party shall not be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.6 Default

A. The term "Default" shall mean the failure of a Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where (i) such failure to discharge an obligation (other than the payment of money) by the TSP is the result of Force Majeure as defined in this Agreement or the result of an act or omission of a Generator, or (ii) such failure to discharge an obligation (other than the payment of money) by a Generator is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the TSP. Upon

a Default, the non-defaulting Party or Parties shall give written notice of such Default to the defaulting Party or Parties; provided, however, that an event of Default will not be deemed to have occurred where a Generator or Generators are both the defaulting and non-defaulting Parties, and the Generators will resolve any disputes between each other in accordance with the Shared Facilities Agreement (as defined in Section 6.10). Provided further, that in the event of a Default by one or more Generators under this Agreement, TSP shall give written notice of such Default to all Generators, and in the event that TSP is unable to determine which Generator is responsible for the Default, TSP shall notify the Generators in such notice that it cannot determine the Generator responsible for the Default. The Generators shall have thirty (30) days from receipt of the notice to determine the Generator in Default and notify the TSP; provided, however, that such thirty (30) day period will not extend the cure periods specified below. If the Generators are unable to determine the Generator in Default, TSP shall have the right to deem each Generator as being the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist; and further provided that any Generator shall have the right to cure the Default of another Generator.

B. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement as to the defaulting Party by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this

Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

10.7 Intrastate Operation. The operation of any Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIFs, until such interconnection has been disconnected. The Generators will not be prohibited by this Section from interconnecting their respective Plant with facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not “public utilities” under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

10.8 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by a Generator shall not constitute a waiver of a Generator’s legal rights to obtain an interconnection from the TSP under a new interconnection agreement.

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

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

10.12 Amendment. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon a Party. A Party shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Parties may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generator's expense, when reasonably requested to do so by a Generator at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to the TSP's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to a Generator under a proposed loan agreement. The TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by a

Generator, but the TSP shall not be in Default of any obligation under this Agreement if the TSP is unable to provide an opinion of counsel that will satisfy any potential lender to a Generator. Specifically, upon the written request of one Party, the other Parties shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

10.15 Indemnification and Liability. The indemnification and liability provisions of the PUCT Rule 25.202(b)(2) or its successor will not apply to this Agreement.

10.16 Consequential Damages. OTHER THAN THE LIQUIDATED DAMAGES HERETOFORE DESCRIBED, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO ANOTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

10.17 Assignment. This Agreement may be assigned by a Party only with the written consent of the others; provided that a Party may assign this Agreement without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this

Agreement; and provided further that a Generator shall have the right to assign this Agreement, without the consent of the TSP or the other Generators, for collateral security purposes to aid in providing financing for its respective Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP and the other Generators of any such assignment. Any financing arrangement entered into by a Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP and the other Generators of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10.18 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that if a Generator (or any third-party, but only if such third-party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

10.19 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

10.20 Invoicing and Payment. Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Rules and as specified in writing in an Exhibit "E" attached hereto), invoicing

and payment rights and obligations under this Agreement shall be governed by PUCT Rules or applicable Governmental Authority. Invoices shall be rendered to the paying Party at the address specified on, and payments shall be made in accordance with the requirements of, Exhibit “D.”

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement (“Confidential Information”) shall not be disclosed by the other Parties to any person not employed or retained by the other Parties, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to the ISO. The Party asserting confidentiality shall notify the other Parties in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s Confidential Information under this subsection, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

Exhibit "B"

Time Schedule

Interconnection Option chosen by Generator (check one): N/A Section 4.1.A. or N/A Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one):
(1) N/A good faith negotiations, or (2) N/A designated by Generator upon failure to agree.

Date by which Generator must provide to TSP written notice to proceed and full security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: N/A

The below obligations pertain solely to Cap Ridge Wind IV:

In - Service Date(s): **No earlier than 60 days following the execution of this Agreement**

Scheduled Trial Operation Date: **November 30, 2019**

Scheduled Commercial Operation Date: **June 30, 2020**

The below obligations pertain solely to Bluebell II:

In - Service Date(s): **June 1, 2020**

Scheduled Trial Operation Date: **July 1, 2020**

Scheduled Commercial Operation Date: **December 31, 2020**

If either Cap Ridge Wind IV or Bluebell II: i) notifies TSP that it does not intend to complete the full build-out of its Plant to achieve Commercial Operation as set forth in this Exhibit B; or ii) fails to complete the Commercial Operation for its Plant within 12 months after its Scheduled Commercial Operation Date, then the Agreement shall be amended to define the Plants in Exhibit "C", Paragraph 4 to mean the Plants as then constructed and connected to the TIF (in no case more than 266.5-MW in aggregate) and shall exclude any uncompleted portion of the Plant that remains to be built-out.

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B.

Exhibit “C” Interconnection Details

1. Name: Capricorn Ridge Wind IV, Bluebell Solar & Bluebell II
2. Point of Interconnection location: The Point of Interconnection is located at the TSP’s 345-kV Divide Switchyard (“TSP Switchyard”) in Coke County. The TSP’s Switchyard is located approximately 4 miles Southeast of State Highway 158 on the existing LCRA TSC Gasconades Creek to Twin Buttes 345 kV transmission line. The Point of Interconnection shall be the physical point where the TSP’s Switchyard facilities are connected to the Generator Interconnection Facilities and more specifically defined as being located at the 4-hole spade terminals on the Generator’s 345-kV transmission line dead-end assembly. The interconnection point is detailed in Exhibit “C1” and is shown on the one-line diagram in Exhibit “C2”.
3. Delivery Voltage: 345-kV
4. Number and size of Generating Units: The Plants are comprised of one wind generation facility and two solar generation facilities with one Point of Interconnection to the grid. The Plants combined rating will be approximately 266.5-MW of AC power (with a maximum rating of 266.5-MW) at the Point of Interconnection, and consists of the following turbines or solar inverters and their respective connections:

5. Type of Generating Unit:

| Facility Name | IA MWs | # Turbines/ Inverters | Turbine/ Inverter Rating | Turbine/ Inverter Mfg. & Model# |
|------------------------|--------|-----------------------------|--------------------------------|------------------------------------|
| Cap Ridge Wind IV, LLC | 121.5 | 75 | 1.62 | GE 1.62-87 ABB PVS980-58- |
| Bluebell Solar, LLC | 30.0 | 16 | 2.0 | 2000kVA-K ABB PVS980-58- |
| Bluebell Solar II, LLC | 115.0 | 66 | 2.0 | 2000kVA-K |

6. Metering and Telemetry Equipment:

A). TSP’s ERCOT polled settlement (“EPS”) metering will be located at the TSP’s Switchyard as part of the TIF. Three 345-kV extended range, wire-wound, current transformers will be used to accurately read the generation energy and power delivered to the grid and the auxiliary energy and power consumed when the generation is off line. Three 345-kV metering accuracy class voltage transformers will also be installed by the TSP for the EPS metering. The EPS metering panel furnished by the TSP will be located in the TSP Switchyard. Generators shall have read only access to the EPS meter for the purposes of remotely connecting and downloading meter data in accordance with the ERCOT Requirements.

B). TSP will provide one EPS metering point at the TSP Switchyard to accommodate all Generators through the existing single Point of Interconnection. The single EPS meter located at the Point of Interconnection will measure all energy flows for the Plants. The allocation of the EPS meter data to each generating entity is the responsibility of each Generator and will be in accordance with Section 10 of the ERCOT Nodal Protocols, or its successor.

C). A remote terminal unit ("RTU") will be furnished by the TSP at the TSP Switchyard as part of the TIF and will have a dedicated communication port available to provide applicable breaker status, energy and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.

D). A multi-ported RTU will be furnished by each Generator at the Generators' interconnection substation(s) as part of the GIF and will have a dedicated communication port available to provide breaker status, energy and other telemetered data to ERCOT as required by the ERCOT Nodal Operating Guides. Each Generator is responsible for determining and providing all their RTU communications needs.

E). Generators shall, in accordance with ERCOT Requirements and Good Utility Practice, provide, own and maintain the Generators' switchyard(s), including a generator step-up transformer(s) and high side protective device(s). The Generators' designs along with material and construction specifications shall be reviewed and approved by the TSP prior to commencement of construction of the Bluebell II switchyard. Any generation meter splitting, as contemplated in the ERCOT Requirements, will be the responsibility of the Generators.

F). TSP, at Bluebell II's cost, will provide and own modifications necessary to TSP's protective relaying, metering and SCADA facilities at the TSP Switchyard to accommodate Bluebell II. Bluebell II hereby agrees to pay TSP the amount invoiced for these modifications.

7. Generator Interconnection Facilities: The GIF shall consist of the following major equipment, at a minimum:

A) Generator's facilities. The following facilities are owned by each respective Generator as part of each Generator's GIF:

- (1) Generator's collector substation(s) including 34.5-kV collector circuit breaker(s) and associated protection package(s);
- (2) Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data from the Generator's interconnection substation(s) to the Plant, Generator and ERCOT; and
- (3) Associated structures, bus-work, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any

appurtenances necessary for construction and operation of the Generator's facilities.

B) **Shared Facilities.** The following facilities are jointly owned and jointly used by the Generators and connected to the Point of Interconnection:

- (1) A full tension, dead-end, 345-kV line structure located near the TSP's Switchyard property line;
- (2) One 345-kV radial circuit consisting of bundled 795-kcmil ACSR phase conductors with necessary material to dead-end and connect to TSP's dead-end substation structure at the TSP Switchyard;
- (3) Fiber optic cable (24-fiber single-mode, OPGW) from Generators' interconnection substation control building(s) to the Generators' fiber optic patch panel in the TSP's control building in the TSP Switchyard including splice cable boxes and facility entry cable on both ends for fiber utilization by both Generator and TSP;
- (4) Generators' interconnection substation(s) including control building(s), 345-kV step-up transformer(s), transformer protection package(s), and 345-kV circuit breaker(s);
- (5) Generators' line disconnect switch(es), and protective relaying panels for the Generators' 345-kV line that will coordinate with the TSP's line panels at the TSP Switchyard for the Generators' 345-kV line protection; and
- (6) Associated structures, bus-work, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the Shared Facilities.

The above list is not intended to be a complete list of all facilities that are part of the GIF.

8. **Transmission Service Provider Interconnection Facilities:** The TIF shall consist of the following:

- A). Two (2) dead-end transmission structures for the line cut-in of T422, T431 and T550;
- B). One (1) 345-kV Divide Switchyard which includes the following directly related TIF:
 - 1) One (1) substation dead-end structure (for Generators' 345-kV line termination) within TSP Switchyard;
 - 2) 345-kV bus including bus supports and foundations;
 - 3) Three (3) 209-kV MCOV surge arresters;

- 4) Three (3) 345-kV coupling capacitor voltage transformers;
- 5) One (1) 345-kV power voltage transformer;
- 6) Two (2) 345-kV, 3000A, 63-kAIC circuit breakers with foundations and protective relay panels;
- 7) Five (5) 345-kV, 3000A three-pole switches with HV tubular stands and foundations;
- 8) One (1) control building with foundation;
- 9) Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data to the TSP and ERCOT;
- 10) EPS metering panel(s);
- 11) Two (2) EPS meters (one primary meter and one backup meter);
- 12) Three (3) 345-kV extended range metering CT's; and
- 13) Three (3) 345-kV metering class voltage transformers.

The above lists are not intended to be complete lists of all facilities that are part of the TIF.

9. Communications Facilities: Generators shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of their respective Plant and GIF with the transmission system. The Generators will provide, own and maintain fiber optic communication facilities between the Generators' substation and the TSP Switchyard complete with cable splice boxes, facility entry cable and fiber patch panels on both ends for utilization by Generators and TSP. The Generators will provide the dedicated channels or fiber pairs for necessary items including Generators' 345-kV line protective relaying and Remedial Action Scheme communications. Voice communications provided by the Generator shall at a minimum include one full business voice circuit in the Generator's substation control building.
10. System Protection Equipment:
 - A). Generators will provide line protection panel(s) for Generators' 345-kV line at each Generator's facility, which will coordinate with the LCRA TSC line panel(s) at the TSP Switchyard.
 - B). Generators will be responsible for the proper synchronization of their respective facilities with the LCRA TSC transmission system, in accordance with ERCOT guidelines.

C). The Plants and the GIFs shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the ERCOT system. The Generators shall be responsible for protection of their own facilities. In particular, Generators shall provide relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the generation equipment to any short circuit occurring on the TSP system. Such protective equipment shall include, without limitation, a disconnect device or switch with the appropriate interrupting capability to be located within the GIFs. In addition to faults within the Plants and the GIFs, Generators shall be responsible for protection of such facilities from such conditions as negative sequence currents, over or under frequency, sudden load rejection, over or under voltage, generator loss of field, inadvertent energization (reverse power) and uncleared transmission system faults.

D). The Plants and the GIFs shall have protective relaying that is consistent with the protective relaying criteria described in the ERCOT Requirements and NERC standards. If requested by the TSP, Generators shall, at their expense, timely provide corrections or additions to existing control and protective equipment required to protect the ERCOT system or to comply with government, industry regulations, or standard changes.

E). The Generators' protective relay design shall incorporate the necessary test switches to enable complete functional testing. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping generator units.

F). Generators shall install sufficient disturbance and fault monitoring equipment to thoroughly analyze all system disturbances of the generation system. This equipment shall monitor the voltages at major nodes of the system, current at major branches, breaker and switch positions, and enough of the dc logic in the relay control scheme to analyze a system disturbance. The TSP shall provide for disturbance and fault monitoring equipment in its TSP switchyard. The disturbance and fault monitoring for Generators and TSP shall be consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC standards.

G). Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the Parties, Generators shall submit the proposed changes to the TSP for review and approval. TSP's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with the ERCOT transmission system.

H). In accordance with Good Utility Practice and ERCOT and NERC standards, the TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generators shall have the right to review and comment on the necessary protection requirements, and such comments shall not be unreasonably refused by the TSP when determining such requirements. The

TSP shall coordinate the relay system protection between Generators and the ERCOT system.

I). The Generators shall provide in PSSE or Aspen One-Liner format the short circuit model for the GIFs, the generators and collector facilities prior to the protective relays settings being calculated and in no case later than 60 days prior to the In-Service Date. Generator data submitted in accordance with Section 7.3 of Exhibit "A" shall include, but not be limited to, (1) a detailed one-line diagram of the proposed Plants and GIFs showing the collector buses and their voltages, (2) conductor types and lengths of all lines connecting the collector buses to the TSP Substation, (3) the total number of wind turbines or solar inverters to be served by each collector bus, (4) size, make and model of wind turbines or solar inverters, (5) capacitor bank sizes, locations (electrical) and control settings, and (6) the impedance and rating data of each transmission voltage line, GSU and/or autotransformer that will be installed to get power from the Plants and onto the transmission grid.

11. Supplemental Terms and Conditions:

A) Switching and Clearance:

(a) Generators shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the GIFs, whether for testing or for operations of the Plants, which approval shall not be unreasonably withheld.

(b) The TSP shall coordinate switching at the Point of Interconnection. Each Party shall be responsible for operations of their respective facilities.

(c) In the event a Generator desires to have the ability to operate any directly connected TSP facilities for emergency operations switching, the TSP will provide transmission switching training to Generator personnel along with a copy of the TSP's transmission operations procedure manual ("Red Book") and any subsequent amendments thereto. Generator personnel or their designated agents that are to perform switching of the directly connected TSP facilities must be on the TSP authorized switching list. Generators and the TSP agree to conduct all switching operations of any directly connected TSP facilities in accordance with the Red Book, as it may be changed by the TSP from time to time.

(d) Generators and TSP will collaborate and reach mutual agreement on the establishment of: i) unique name(s) for the Generators' substations, unit main transformers and switching station(s) connected at transmission voltage; ii) device numbers for all transmission voltage switches and breakers which will be owned by Generator; and iii) unique names for Generators' generating units, in accordance with ERCOT Requirements. Generators will submit to TSP, within thirty (30) days after execution of this Agreement, its proposed name(s), as referenced in this paragraph. Generators will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers mutually agreed upon pursuant to this paragraph. Generators will not change any of the names or device numbers, established

pursuant to this paragraph, without written approval of TSP. Generators will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

(e) Each Party will keep records of maintenance and switching operations of control and protective equipment associated with this interconnection and will allow the other Party reasonable access to inspect such records.

B) No Retail Sale of Electricity to Generator by TSP: TSP considers the energy and power that the Plants and GIFs may from time to time consume from the 345-kV ERCOT grid through the Point of Interconnection to be a retail transaction and as such, the TSP does not intend to be the provider of this retail service. Generators shall make necessary arrangements with the appropriate retail supplier(s) for the energy and power that the Plants and GIFs may consume from the 345-kV ERCOT grid through the Point of Interconnection.

C) Notification:

(a) Each Generator shall supply notification to the TSP identifying its Qualified Scheduling Entity ("QSE") 120 days prior to the In-Service Date and each Generator shall supply notification to the TSP 60 days prior to any changes in QSE, thereafter.

(b) Upon written request from TSP, Generators shall supply notification to the TSP identifying their retail service provider 120 days prior to the In-Service Date and each Generator shall supply notification to the TSP 60 days prior to any changes in retail service provider, thereafter.

(c) In the event of any interruption of service, TSP shall provide prompt notice to the common point of contact (as noted below) for the Generators, of the cause of such interruption and an estimation of when the Plants will be re-connected to the TSP.

(d) As a result of Generators' joint use of portions of the GIF, it is expressly agreed that, to the extent any of the Generators desire to refer an operational matter to a QSE in accordance with the ERCOT Protocols, Generators must refer such communications to a single, common QSE for communication to TSP.

(e) Generator Dispatch Resource - Generators shall have a common point of contact for operational matters which shall be staffed 24 hours per day, 7 days per week by personnel capable of making operating decisions and possessing the ability to control the Plants, and the GIFs, including making voltage adjustments. TSP's dispatch center personnel will communicate with this common dispatch resource via the telephone and fax numbers shown in item (a) of Exhibit "D".

(f) Generators will designate a single common person with whom TSP may communicate on matters not requiring dispatch center communications. Such contact person is designated in item (b) of Exhibit "D".

12. Special Operating Conditions:

A) Quality of Power. Generators shall provide a quality of power into the TSP system consistent with the applicable ERCOT Requirements and NERC guidelines.

B) Harmonics. The Generators' alternating current generating system must have a frequency of 60 Hz, be designed for balanced three-phase operation, not cause

unreasonable imbalance on the ERCOT system or the TSP Switchyard equipment, and adhere to the recommendations in Institute of Electrical and Electronic Engineers Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems (IEEE 519), or its successor.

C) Voltage, Frequency and Reactive Support.

(a) Generators shall have and maintain the reactive capability for their respective Plant as required in the ERCOT Requirements.

(b) Generators shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through (VRT) capability.

(c) The Generators shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP's system with such controls in service. Generators shall notify the TSP at any such time that such controls are out of service.

D) ERCOT Operating Arrangements. A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Remedial Action Scheme may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Remedial Action Scheme" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generators. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generators will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Remedial Action Scheme may be necessary. This Agreement will be amended to document such arrangement.

E) Back-up Power during Point of Interconnection Outage. The Generators acknowledge that this Point of Interconnection may not always be available due to maintenance or other outage activities and at these times of unavailability the loss of both generator output and power delivery to the Generators will not be the responsibility of the TSP. The Generators are responsible for providing any back-up power sources that they may require due to the unavailability of this Point of Interconnection for any period of time.

Exhibit "C1"
Point of Interconnection Details

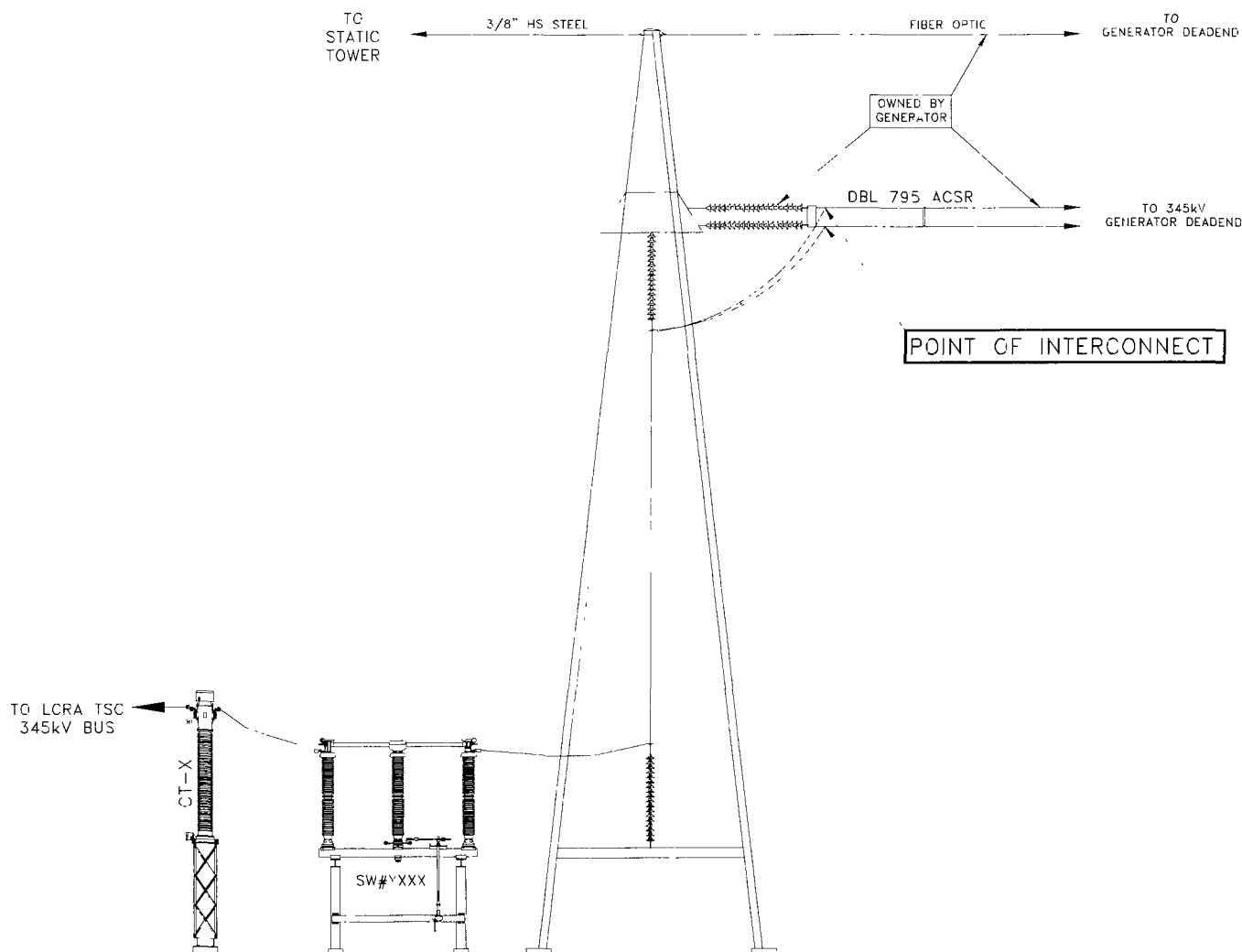


Exhibit "C2"

One-Line Diagram – TSP Interconnection Facility

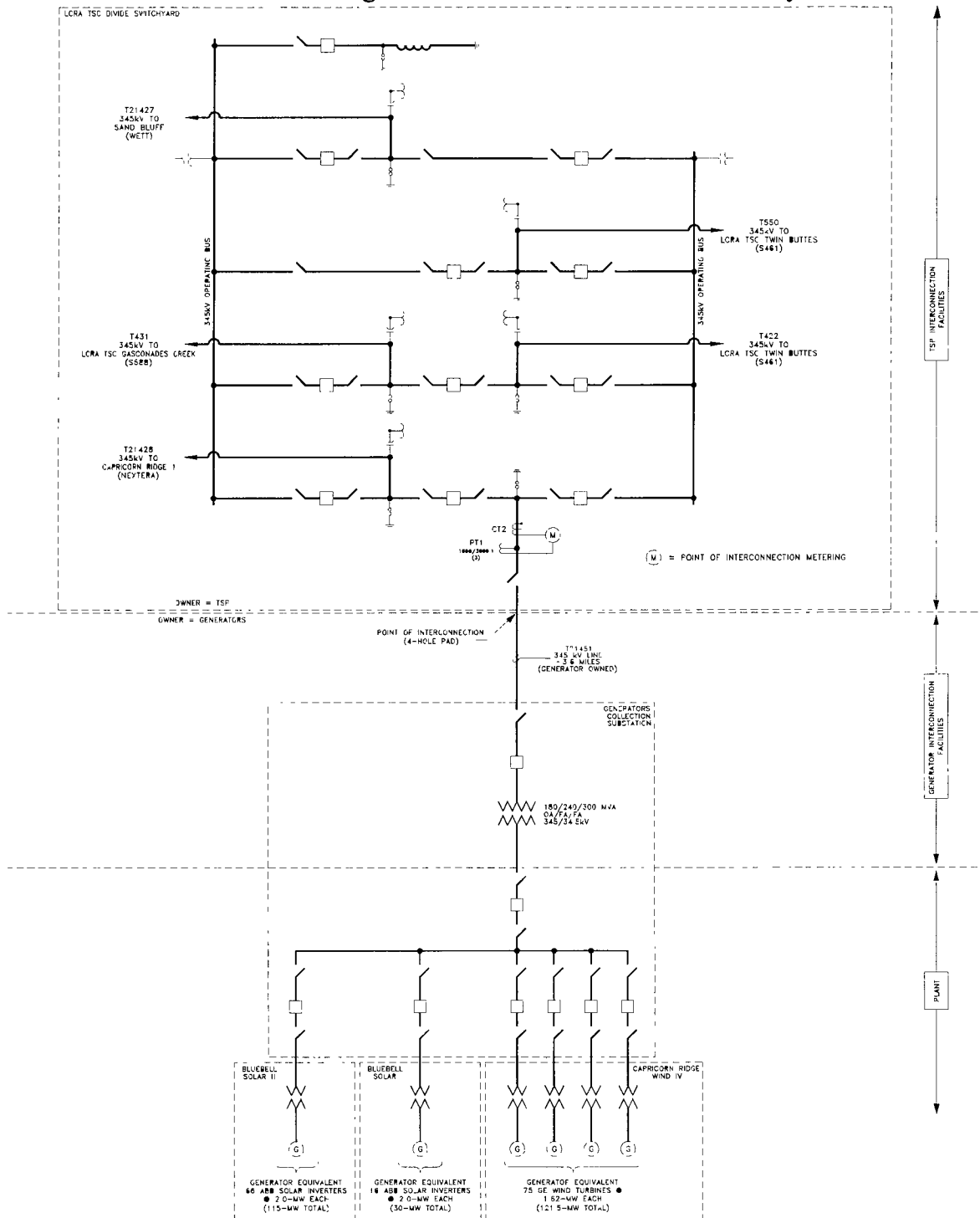


Exhibit “D”
Notice and EFT Information of the ERCOT Standard Generation
Interconnection Agreement

(a) Dispatch Center Communications:

All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

To: Generators:

Operational/Confirmation Fax at Generator Dispatch
Resource:
24 Hour Telephone (561) 694-3636

To: Transmission Service Provider:

Operational/Confirmation Fax (512) 730-6311
24 Hour Telephone: (800) 223-7622

(b) Routine Communications other than dispatch center communications:

To: Generators

Company Name: Capricorn Bell Interconnection, LLC
Attn: Charles Lande
Sr. Director Business Management
Address: 700 Universe Blvd
Juno Beach, FL 33408
24 Hour Telephone: (561) 691-7736
E-mail: Charles.Lande@nec.com

To: LCRA Transmission Services Corporation

Company Name: LCRA
Attn: Vice President, LCRA Transmission Operations
P.O. Box 220
Austin, TX 78767
Operational/Confirmation Fax: (512) 730-6311
24 Hour Telephone: 1 (800) 223-7622
E-mail: dan.smith@lcra.org

(b) Notices of an administrative nature:

To: Capricorn Bell Interconnection, LLC

Company Name: Capricorn Bell Interconnection, LLC
Attn: Charles Lande
Sr. Director Business Management
Address: 700 Universe Blvd.
Juno Beach, FL 33408
Fax: (561) 304-5161
Phone: (561) 691-7736
E-mail: Charles.Lande@nec.com

To: LCRA Transmission Services Corporation

Company Name: LCRA
Attn: Vice President, LCRA Transmission Design
and Protection
Address: P.O. Box 220
Austin, TX 78767
Fax: (512) 578-4413
Phone: (512) 578-4149
E-mail: sergio.garza@lcra.org

To: Cap Ridge Wind IV, LLC

Company Name: Cap Ridge Wind IV, LLC.
Attn: Charles Lande
Sr. Director Business Management
Address: 700 Universe Blvd.
Juno Beach, FL 33408
Fax: (561) 304-5161
Phone: (561) 691-7736
E-mail: Charles.Lande@nec.com

To: Bluebell Solar, LLC

Company Name: Bluebell Solar, LLC.
Attn: Charles Lande

Sr. Director Business Management
Address: 700 Universe Blvd.
Juno Beach, FL 33408
Fax: (561) 304-5161
Phone: (561) 691-7736
E-mail: Charles.Lande@nee.com

To: Bluebell Solar II, LLC

Company Name: Bluebell Solar II, LLC.
Attn: Charles Lande
Sr. Director Business Management
Address: 700 Universe Blvd.
Juno Beach, FL 33408

Fax: (561) 304-5161
Phone: (561) 691-7736
E-mail: Charles.Lande@nee.com

(c) Notice for statement and billing purposes:

To: Capricorn Bell Interconnection, LLC

Company Name: (Same as (b) above)
Attn:
Address
City, State, Zip
Phone:
E-mail

To: LCRA Transmission Services Corporation

Company Name: (Same as (b) above)
Attn:
Address
City, State, Zip
Phone:
E-mail

To: Bluebell Solar, LLC

Company Name: (Same as (b) above)
Attn:
Address.
City, State, Zip
Fax: N/A
Phone:
E-mail:

To: Bluebell Solar II, LLC

Company Name: (Same as (b) above)
Attn:
Address.
City, State, Zip
Fax: N/A
Phone:
E-mail:

(d) Information concerning Electronic Funds Transfers:

To: Capricorn Bell Interconnection, LLC

Bank Name: (to be supplied as needed)

City, State

ABA No. _____

for credit to

Account No. _____

To: LCRA Transmission Services Corporation

Bank Name: (to be supplied as needed)

ABA No. _____

for credit to

Account No. _____

Exhibit “E”

Security Arrangement Details

Due to the Bluebell II project utilizing an existing Point of Interconnection at the TSP substation, a security instrument will not be required.

However, Bluebell II hereby agrees to reimburse TSP in the amount of **\$6,000** for expenses relating to engineering, administrative and project management fees to accommodate the interconnection of the Bluebell II project. TSP shall invoice Bluebell II for said incurred expenses and Generator shall provide payment(s) within 30 days of receipt of such invoice(s). Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP.

Failure to deliver payment in the amounts invoiced as set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.