



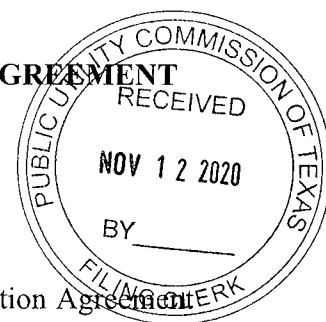
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Item Number: 1175

Addendum StartPage: 0

**AMENDMENT NO. 1
TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN
TOPAZ GENERATING, LLC
AND
TEXAS-NEW MEXICO POWER COMPANY**



This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement (the "Agreement") is entered into by and between Topaz Generating, LLC ("Topaz") and Texas-New Mexico Power Company ("TNMP") to be effective as of 11/12/2020 (the "Effective Date"). Topaz and TNMP are each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, Topaz and TNMP are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of April 28, 2020 (the "SGIA"); and

WHEREAS, the Parties desire to amend the SGIA to revise Exhibit C.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the SGIA, as amended and supplemented by this Amendment.

II. ADDITIONS AND AMENDMENTS

Effective as of the Effective Date, Exhibit C of the SGIA is hereby amended and superseded by the replacement of the existing Exhibit C with the revised Exhibit C attached hereto.

III. RATIFICATION OF OTHER TERMS

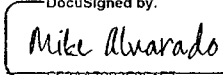
All other terms and conditions of the SGIA, which are not specifically amended by this Amendment, shall remain unchanged, and are hereby ratified by the Parties, and shall continue to be in full force and effect.

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1175

EXECUTED to be effective as of the Effective Date.

TOPAZ GENERATING, LLC

By: 
Name: Mike Alvarado
Title: President

EXECUTED to be effective as of the Effective Date.

TEXAS-NEW MEXICO POWER COMPANY

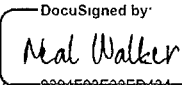
By:  Neal Walker
Name: Neal Walker
Title: President, TNMP

Exhibit “C”
Interconnection Details

- 1) Name: Topaz Generating, LLC (“Plant”)
- 2) Point of Interconnection Location:
TSP system side of Plant’s terminating structure inside Generator’s GIFSUB, located off of Attwater Ave, Texas City, Texas 77539 Galveston County, Texas.
- 3) Delivery Voltage: 138kV
- 4) Number and Size of Generating Units:
Plant will be comprised of ten (10) generators with a total net rating of 510 MW (“**Planned Capacity**”), which is projected to be the Plant’s Net Dependable Capability, as defined by ERCOT Requirements.
- 5) Type of Generating Units:
 - A) Description
 - B) Ten (10) GE LM6000 natural gas fired combustion turbine generators rated at approximately 60.5 MW each. Each electric generating unit has its own 138 kV step-up (main power) transformer, with the 13.8 kV winding connected to plant auxiliary transformers as well as the unit’s generator through one common generator breaker.

Natural gas combustion turbines				
Description	Manufacturer	Rating (@97°F)	GSU Transformer Voltages	
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
LM6000	GE	60.5 MW	13.8kV – 138 kV	Natural Gas
Total nominal gross MW:		605 MW		

- C) Step-up, standby and auxiliary transformers connected at Delivery Voltage will have one common circuit breaker for isolation from the TIF.
- D) Electrical characteristics of Plant’s generating units shall be in accordance with the most recent version of data that Generator has provided to TSP and shall be consistent with data provided to ERCOT.

6) Metering and Telemetry Equipment:

TSP shall, in accordance with ERCOT Requirements, PUCT Substantive Rules, and Good Utility Practice, install, own, operate, test, calibrate, and maintain ERCOT-polled Settlement meter (“EPS”), 138 kV instrument transformers and associated wiring required for measuring the output of the Plant’s generation and auxiliary electrical load at TSP’s Attwater Switching Station. The 138 kV metering instrument transformers for the EPS metering shall be procured by TSP and owned, maintained, and replaced by TSP.

7) Generator Interconnection Facilities:

- A) Generator shall furnish, operate, and maintain a complete generation facility capable of generating the Planned Capacity, including, but not limited to, all generators, power system stabilizers, generator step-up transformers, protective devices, and other transformers and associated foundations, the terminating structures, all relays necessary for the protection, synchronization and coordination of the generators, generator auxiliary equipment and the disconnect switches and foundations at the Point of Interconnection.
- B) The generation unit(s) shall meet all voltage and reactive requirements as outlined in the ERCOT Protocol, ERCOT Operating Guides and other binding documents.
- C) Generator shall furnish, own and maintain the connection from Plant’s equipment to Plant’s terminating structure at the Point of Interconnection, including phase conductors, static conductors, structure(s), tower fittings, suspension insulators, terminating clamps and line conductor terminal fittings.
- D) TSP shall provide to Generator the TSP’s alpha/numeric identifiers for incoming 138 kV transmission lines and shall provide TSP’s alpha/numeric identifiers for high voltage circuit breakers, switches, power transformers, generators and certain low side equipment and the TSP’s assigned 6-character substation identification for the GIF (“{NEWSUB}”). The GIF high voltage circuit breakers, switches, transformers, generators and certain low side equipment, shall be identified with TSP’s identifiers. TSP will develop a substation basic one-line diagram that includes these identifiers. The Generator shall mark these identifiers on the substation equipment. TSP may stencil identification numbers on substation equipment and mount signs, labels, drawings, telephone numbers, and instructions on the GIF. The Generator shall use TSP’s assigned substation name, or Substation ID, and equipment identifiers in discussions with TSP and in RARF submittals.
- E) Generator shall provide the foundations, terminating structures and disconnecting devices at the Point of Interconnection. Generator shall design and install the Plant’s terminating structure(s), and disconnecting devices in accordance with TSP’s conductor loading requirements.
- F) Generator shall connect its generating Plant ground mat to TSP’s transmission tower static wires at the Plant’s terminating structures. Static wire(s) shall be bonded directly to the generating plant’s ground mat via use of dedicated grounding conductor(s) of adequate ampacity to establish main electrical bond(s).
- G) Electrical characteristics of Plant’s Generator Interconnection Facilities shall be in accordance with the most recent version of TSP’s “Facility Interconnection Requirements” attached as Exhibit “H” and in particular, the section pertaining to

“Generation”.

- H) Generator shall provide a disconnect switch located on Generator’s terminating structure(s) for connection to TSP’s System.
 - I) Generator shall provide NEMA four-hole pads on Plant’s disconnect switch for connection to NEMA four-hole pads on TSP’s connecting conductors.
 - J) Generator shall grant to TSP all necessary land rights, in a form acceptable to and drafted by TSP for the overhead span into the POI.
 - K) Generator shall own all protective relays, instrument transformers, instrumentation, and control equipment physically located on Plant side of the Points of Interconnection.
- 8) Transmission Service Provider Interconnection Facilities:
- A) TSP will provide a 138 kV transmission line from the Point of Interconnection to TSP’s Attwater Switching Station and a single metered line terminal position within TSP’s Attwater Switching Station, which facilities consist of steel structures, poles, conductors, breakers, switches instrument transformers and associated protection, control and metering equipment and communication for the transmission line. TSP’s Attwater Switching Station will be located at approximately 29°25'33.36"N, 94°59'29.95"W.
 - B) TSP shall complete its entire scope of work on the Attwater Switching Station (except for Punch List Items) including, but not limited to, bus works, supports, structures, circuit breakers, disconnect switches, relays, and other equipment necessary for protection and coordination, controls, and wiring all as necessary to provide an interconnection between Plant’s generation facilities and TSP’s System; energize the same, and interconnect with Plant, all as provided herein.
 - 1) Punch List Items are defined as those non-material items of work that remain to be performed in order to ensure full compliance with this Agreement. Punch List Items do not include any items of work, alone or in the aggregate, non- completion of which
 - (i) prevents the Attwater Switching Station from being used for its intended purposes as described in this Agreement or in accordance with applicable laws;
 - (ii) prevents the Attwater Switching Station from being legally, safely, and reliably placed in commercial operation; or
 - (iii) in the exercise of reasonable engineering judgment could have an adverse effect on the operation, efficiency, or reliability of the Attwater Switching Station, or its ability to transmit the Plant's power to the ERCOT grid.
 - C) TSP shall furnish, own, and maintain the connection from TSP’s equipment to Plant’s terminating structure(s) at the Point of Interconnection, including phase conductors, static conductors, structures, tower fittings, suspension insulators, terminating clamps and line conductor terminal fittings with NEMA standard four- hole flat pads for attachment to the NEMA four-hole pads on Plant’s disconnecting device.
 - D) TSP shall furnish, own, and maintain the connection from Attwater Switching Station to TSP’s transmission system.
 - E) TSP shall develop and install transmission improvements that it determines, in its

sole discretion, are foreseeable and reasonably necessary to safely, reliably, and economically integrate the Plant into the TSP System. TSP MAKES NO PROMISE, REPRESENTATION, OR WARRANTY AS TO WHETHER THE TSP SYSTEM WILL BE FREE OF CONSTRAINTS AT ANY TIME, INCLUDING BUT NOT LIMITED TO TIMES WHEN THE TRANSMISSION IMPROVEMENTS UNDER THIS AGREEMENT ARE BEING MADE OR AFTER THEIR COMPLETION.

- F) Generator shall convey and grant to TSP, at no cost to TSP, an easement and right-of-way, in form and substance acceptable to TSP, as TSP determines is required for the installation, construction, operation, maintenance, replacement and removal of the TIF.

9) Communications Facilities:

- A) TSP shall provide and maintain, at TSP's expense, a communication circuit for real-time data transmittal via SCADA equipment from the Attwater Switching Station to TSP's Energy Management System.
- B) Generator shall provide a fiber optic communication interface device on its end of the fiber and TSP will provide a fiber optic communication interface device on its end of the fiber associated with the RTU inputs between Plant and the Attwater Switching Station.
- C) Generator shall furnish RTU inputs identified in Exhibit "C", Paragraph 11.A from the Plant to the Attwater Switching Station's communication interface point.
- D) TSP shall furnish RTU inputs identified in Exhibit "C", Paragraph 11.B from Attwater Switching Station to Plant's communication interface termination point.
- E) TSP shall provide fiber optic communication cables of sufficient length to connect between Plant to the Attwater Switching Station relay panel.

10) System Protection Equipment:

- A) Generator shall provide relays, circuit breakers, and other devices necessary to promptly remove fault contributions of the generation equipment to any short circuits on the TSP System as required by ERCOT Requirements and Good Utility Practice. Such protective equipment shall consist of, at a minimum, a switch or disconnecting device with the appropriate interrupting capability to be located at the Plant switchyard. In addition to faults inside the Plant and GIF, the Generator is responsible, to the extent required by ERCOT Requirements and Good Utility Practice, for protection of such facilities from such conditions as negative sequence currents, over and under frequency events, sudden load rejection, over or under voltage, Generator loss of field, inadvertent energization (reverse power) and un-cleared transmission system faults.
- B) Generator shall provide two sets of protective relaying accuracy (C800) current transformers on Generator's 138 kV circuit breakers associated with the protective relaying between Plant and the Attwater Switching Station. Each set of current transformers will provide signals to independent sets of primary and backup protective relays for the interconnecting lead between the GIF and the Attwater Switching Station. The current transformer ratio will be approved by the TSP relay protection engineer and reflected on the Generator's drawings.

- C) The Plant and GIF shall have protective relaying that is consistent with relaying criteria described in the ERCOT Requirements and North American Electric Reliability Corporation standards. If requested by the TSP, Generator shall provide corrections or additions to existing control and equipment required to protect the transmission system, provided such corrections or additions are required by ERCOT Requirements and Good Utility Practice.
- D) Prior to modifying any relay protection system design or relay setting involving the connection between the Plant and the TSP System, Generator shall submit the proposed changes to TSP for review and approval. TSP review and approval shall be for the limited purpose of determining whether the proposed changes are compatible with the TSP transmission system so as to not affect the ERCOT system and shall not be unreasonably withheld or delayed.
- E) In accordance with Good Utility and Practice, 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. Generator shall have the right to review and comment on such protection requirements and such comments shall not be unreasonably refused when determining such requirements. The TSP and Generator shall work together to coordinate the relay system protection between GIF and the TSP transmission system so as to not affect the ERCOT system. Relaying may require updating from time to time, and the Parties will be responsible to update, at their costs, the relay enhancements consistent with Good Utility Practice.
- F) The fiber optic communication cables between the Attwater Switching Station control house and the GIFSUB control house will have approximately 60 strands of single mode fiber optic cable to be utilized at 1300 nm wavelength for communication of protection data and telemetry.

11) Telemetry Requirements:

- A) TSP shall furnish a substation SCADA RTU at the Attwater Switching Station. The RTU will be multi-port equipped and operate with protocols compatible with TSP. The RTU will be equipped to monitor the Attwater Switching Station as outlined in Paragraph 11 and control circuit breakers in the Attwater Switching Station. TSP shall also furnish the RTU inputs, such as contacts and transducers, in the Attwater Switching Station. Selected real-time data of the Attwater Switching Station will be available at TSP's RTU for Generator's use. TSP's RTU will be equipped with a DNP-3 "Slave" serial communication port for this purpose. TSP shall furnish the fiber optic cable(s) between the Attwater Switching Station and the Plant RTU or DCS "Master" serial communication port for this purpose.
- B) Generator shall furnish Plant data to TSP's RTU communication port at the Attwater Switching Station as referenced below. The Generator's RTU/DCS shall be equipped with a DNP-3 "Slave" serial communication port for this purpose. TSP shall furnish the fiber optic cable between the Plant and the Attwater Switching Station RTU "Master" serial communication port for this purpose.
- C) Generator shall provide Plant data to ERCOT according to ERCOT requirements. TSP is not responsible for providing Plant data to ERCOT.

- D) Generator shall provide to TSP at TSP's Attwater Switching Station the following signals originating at Generator's Plant:
- 1) Analog Data from Plant
 - (i) Kilovolts for each collector bus (single line-to-line value).
 - (ii) Net megawatts for each generator feeder (three phase).
 - (iii) Net megavars for each generator feeder (three phase).
 - (iv) Net megavars for the reactive support equipment.
 - (v) Kilovolts for 138 kV transmission voltage (A phase).
 - (vi) Net megawatts and megavars for the 138 kV transmission line (three phase).
 - (vii) Frequency at the collector bus.
 - (viii) Megawatts and megavars for each 138 kV transformer (three phase).
 - 2) Status Data from Plant
 - (i) Status of the 138 kV transmission voltage circuit breakers.
 - (ii) Status of all 13.8 kV circuit breakers for feeders and reactive support equipment.
 - (iii) Status of generator automatic voltage regulator (automatic and manual).
- E) Prior to In-Service Date, acceptance test will be performed by TSP and Generator to insure proper functioning of all protection, telemetry, and communications equipment and to verify the accuracy of data being received by TSP.
- F) TSP will provide to Generator at Generator's GIFSUB Substation the following signals originating at TSP's Attwater Switching Station:
- 1) Analog Data from TSP Substation Devices
 - (i) Kilovolts for the Point of Interconnection (A phase).
 - (ii) Megawatts, megavars, and megawatt-hour data.
 - 2) Data from TSP Substation Devices
 - (i) Status of transmission voltage circuit breakers associated with the generator lead(s).
 - (ii) Alarm for failure of Pilot Wire/fiber optic relaying communication channels, if applicable.

12) Supplemental Terms and Conditions:

- A) The following drawings are attached and made a part of this agreement as Exhibit "F" – Attached Drawings. *(Note: The drawings contain a line of demarcation between TSP provided facilities and Generator provided facilities).*
- 1) Attwater Switching Station for Topaz Generating Project Interconnection Agreement – Final Substation Development Plan
 - 2) Topaz Generating Project / Attwater Switching Station for Topaz Generating Project One-Line and Metering Diagram
- B) Cost Responsibility:
- 1) The Generator does not desire any enhancements to TSP's basic offer interconnection facilities and therefore no contribution in aid of construction ("CIAC") of the Transmission Interconnection Facilities is required at this time.
 - 2) The TIF is designed based on the generating capacity provided by the Generator as set forth in Section 4 of Exhibit "C", the Planned Capacity. Within the first twelve (12) months following Commercial Operation, if the Plant's total Net Dependable Capability, as determined or accepted by ERCOT in accordance with ERCOT

Requirements, is less than the Planned Capacity, the Generator shall be responsible for costs incurred by TSP in planning, licensing, procuring equipment and materials, and constructing the TIF, if any, that are determined to have been incurred to accommodate Generator's Planned Capacity, but are determined to not be necessary to accommodate Generator's actual capacity, which determinations shall be made solely by TSP. Generator shall pay such costs determined by TSP within thirty (30) days following receipt of an invoice for such costs.

C) Authorization to Proceed:

- 1) Generator authorizes TSP to begin work on any required transmission system additions, modifications, and upgrades and the Attwater Switching Station additions, modifications, and upgrades secured by this Agreement except that, TSP will not, without prior written approval from Generator, incur any costs and expenses in excess of \$11,850,000; and
- 2) until released to do so by Generator. Such release shall be provided in the form of a Notice to Proceed.

D) Clarifications to Exhibit "A"

- 1) The Parties agree that at the time of executing this Agreement, the references to the PUCT Rules contained within certain definitions set forth in Exhibit "A", "Article 1. Definitions" have the meanings ascribed to such terms as established in the current PUCT Rules. The Parties recognize that the PUCT Rules are amended from time to time by the PUCT. The parties also acknowledge that ERCOT issues ERCOT Requirements in which terms are redefined from time to time. When the PUCT Rules or ERCOT Requirements are amended and terms defined in Exhibit "A", "Article 1. Definitions" are affected by such amendments, the Parties agree that such terms shall have the meanings as amended by the PUCT or ERCOT. The term "System Security Study" shall have the same definition as "Security Screening Study" in the ERCOT Requirements.

E) Practices for Parallel Generation

- 1) In addition to installing any specified protective devices for disconnection from the power system, Generator must install and maintain equipment to monitor and verify the proper interconnected operation (both transient and steady state) for expected power system disturbances.
- 2) If any generating unit at the Plant is an induction machine or if an inverter system is being considered for the Plant, Generator shall consult with TSP during the planning and design process and provide additional information if requested by TSP.

F) General Operating and Design Requirements

- 1) Generator shall change its facilities or equipment as may be reasonably required by TSP to meet future changes in the TSP System. Generator shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.
- 2) The Parties shall develop and execute operating procedures to facilitate the coordination and energization of the GIF. The Parties will reasonably cooperate in properly synchronizing the Plant with the TSP System. Generator shall provide to TSP for review the most current specifications, control drawings and one-line diagrams for the GIF and any associated equipment. TSP will review and provide comments at its discretion on those portions of the drawings and diagrams that affect

the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and Generator shall provide TSP with final copies of the revised drawings. TSP's review of and comment on Generator's specifications, control drawings or one-line diagrams shall not be construed as confirming, warranting, or endorsing any design, plans, equipment choice, nor the safety, durability, suitability, or reliability of the Plant, GIF, or other equipment.

- 3) Generator shall not energize de-energized TIF circuits, unless under direction of the TSP.
- 4) The Generator step up transformer shall be connected to the TIF and delta connected to the GIF.
- 5) The Plant shall not cause objectionable interference with the electric service provided to other customers by the TSP nor jeopardize the security of the ERCOT power system. In order to minimize objectionable interference of the Plant, the Plant shall meet the following criteria:
 - (i) Voltage - The Plant shall not cause excessive voltage excursions. Generator shall operate its Plant in such manner that the voltage levels on the TSP System are in the same range as if the Plant was not connected to the TSP System. Generator shall provide an automatic method of disconnecting its Plant and GIF from the TIF to protect against excessive voltage excursions.
 - (ii) Flicker - The Plant shall not cause excessive voltage flicker on the TSP System. Flicker is to be measured at the Point of Interconnection and shall not exceed 1.5% or the Borderline of Visibility Curve Voltage Flicker Chart of ANSI/IEEE Standard 141-1993, whichever is less.
 - (iii) Frequency - The operating frequency of the Plant shall not deviate from the frequency of the TSP System. Plant under-frequency relays shall be set the same as TSP's under-frequency relays, so that the Plant will not separate from the TSP System during under-frequency conditions until all of TSP's under-frequency load shedding equipment has operated.
 - (iv) Harmonics, Telephone Interference and Carrier Interference - The Plant shall not introduce excessive distortion of the TSP System waveforms, voltage and current, telephone interference, or carrier interference at the Point of Interconnection. IEEE Standard 519 shall be used as a guide.
 - (v) Fault and Line Clearing - The Plant and GIF shall be disconnected from the TSP System on occurrence of an outage or fault on the TIF serving the Plant radially. Generator is responsible for the electrical stability of its Plant and providing adequate GIF so that critical fault clearing times are met.
 - (vi) Power Factor - The power factor of the Plant will be +/- 0.95. For synchronous generators, the generator voltage-var schedule, voltage regulator, and transformer ratio settings will be jointly determined by TSP and Generator to ensure proper coordination of voltages and regulator action. In cases where starting or load changes on induction generators will have an adverse impact on

the TSP System voltage, TSP is to be consulted on techniques required to bring voltage changes to acceptable levels.

- (vii) Excitation System and Automatic Voltage Regulation - The Plant's interconnected generator excitation system shall conform to any applicable criteria specified in American National Standards Institute Standard C50.13-2005. Generator shall install and operate a power system stabilizer for Generator's excitation system in accordance with ERCOT Requirements.
 - (viii) Plant exciter and exciter controls shall have "ride-through" capability for significant system voltage disturbances.
 - (ix) Generator shall maintain an automatic voltage regulator in service and operable at all times. If the automatic voltage regulator is removed from service for maintenance or repair, Generator shall notify TSP in advance.
 - (x) Governor System - The Plant governor shall be able to respond to interconnection frequency deviations and help return interconnection frequency to normal following a disturbance on the ERCOT power system to assist in maintaining interconnection stability.
- 6) It is the sole responsibility of Generator to protect its Plant and GIF from excessive negative sequence currents.
 - 7) TSP reserves the right to disconnect and isolate the Plant, for any of the following:
 - (i) The Plant, upon TSP's reasonable determination, causes objectionable interference with other customer's service or with the secure operation of the TSP System.
 - (ii) The Plant, upon TSP's reasonable determination, exceeds the operating boundaries outlined above.
 - (iii) Generator's control and protective equipment causes or contributes to a hazardous condition. TSP reserves the right to verify on demand all protective equipment (including, but not limited to, relays, circuit breakers, etc.) at the Point of Interconnection. Verification may include the tripping of breakers by the protective relays.
 - (iv) Continued parallel operation of the Plant is hazardous to the Plant, GIF, TIF or TSP System or to the general public in TSP's determination.
 - (v) To provide TSP personnel the clearances for dead line or live line maintenance.
 - 8) TSP will attempt to notify Generator before disconnection, but notification may not be possible in emergencies or other situations that require immediate action.
 - 9) Generator is solely responsible for the protection of its Plant from automatic reclosing by TSP. When TSP's source breakers trip and isolate the Plant, Generator shall use Reasonable Efforts to ensure that its generation is disconnected from the Point of Interconnection prior to automatic reclosure by TSP.

- 10) Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.
 - 11) Generator shall maintain an operating log at the Plant, which at a minimum will indicate changes in operating status (available or unavailable) of the GIF, maintenance outages, trip indications or other unusual conditions found upon inspection. For generators that are "block-loaded" to a specific MW level, changes in this setting shall also be logged. TSP may waive this requirement at its discretion. Reliability information, as required by ERCOT Requirements, will be maintained by Generator.
 - 12) Upon reasonable request by the TSP, Generator will be required to back down the Plant at certain times to maintain reliability of the ERCOT power system. The TSP shall use Reasonable Efforts to minimize the frequency, duration and magnitude of such requests.
- G) Miscellaneous
- 1) Each Party shall be solely responsible for keeping itself informed of, and understanding its respective responsibilities under, all applicable North American Electric Reliability Corporation ("NERC") Standards and ERCOT Requirements and all valid, applicable laws, rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.
 - 2) Each Party's personnel, contractors, subcontractors, and agents shall abide by and comply with the other Party's reasonable safety requirements and procedures while in areas designated as under that other Party's control.
 - 3) In the event that Generator's personnel, contractors, subcontractors, or agents cause delays in the work schedule of TSP, Generator shall reimburse to TSP the additional costs associated with such delays within 30 days of receipt of an invoice for such costs.
 - 4) Generator understands and agrees that identification of any, including but not limited to stability, oscillation, harmonic, short circuit, over frequency, under frequency, over voltage, under voltage, phase imbalance, or geomagnetic disturbance conditions that may affect Generator's Plant and implementation of any associated protective measures, are the sole responsibility of Generator.
 - 5) ERCOT Requirements.
 - (i) Unless expressly stated herein, where the ERCOT Requirements are in conflict with TSP's specifications or procedures, the ERCOT Requirements shall prevail.
 - (ii) ERCOT requirements currently require installation of power system stabilizers on generators.
 - (iii) Prior to commercial operation, ERCOT may verify that the Generator is meeting ERCOT Requirements, including complying with Guide and Protocol requirements on RARF modeling, telemetry and testing, as well as complying with reactive standards, the provision of accurate stability models, and the installation of power system stabilizers, if required. It should be noted that the Generator will not be able to go into Commercial Operation until after 30 days after the TIF is modeled and energized. Failure to meet these ERCOT Requirements may result in delays to Commercial

Operation.

- 6) All generator data, including data for stability studies (transient and voltage) and subsynchronous resonance data, as required by the ERCOT Requirements, shall be provided to ERCOT and the TSP before Commercial Operation. This data shall be updated when the Plant begins Commercial Operation. Any updates to this information will be provided within 60 days to ERCOT and the TSP as changes or upgrades are made during the life of the Plant. This requirement applies to all future owners of the Plant. The Generator and any future owners of the Plant shall comply with these data requirements along with all applicable NERC Standards. Such Standards are subject to change from time to time, and such changes shall automatically become applicable based upon the effective date of the approved change.
 - 7) To the extent that any payment made by Generator to TSP pursuant to Sections 2.2 and 8.3 of Exhibit "A" is taxable income for federal income tax purposes, as determined by TSP, such payment shall be increased by an adder, as determined by TSP in accordance with its normal practices, to cover the effects of Generator's payment on TSP's tax liability.
 - 8) The Parties acknowledge and agree that the interconnection studies were performed, and the TIF was designed, on the basis of the Plant generating the Planned Capacity. Generator agrees that it will operate the Plant such that the Plant does not generate electrical energy in excess of the Planned Capacity; provided, however, that with the prior written consent of TSP, Generator may operate the Plant to generate more electrical energy than the Planned Capacity to the extent consented to by TSP.
 - 9) The TSP considers the energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, the TSP will not be the provider of this retail service. Generator shall make necessary arrangements with an appropriate retail supplier for the energy and power that the Plant and GIF may consume from the transmission grid through the Point of Interconnection.
- 13) Special Operating Conditions, if any, attached: As outlined in the final approved ERCOT Full Interconnection Study.
- 14) Cost Estimate Differences, if applicable:
- H) The difference between the estimated cost of the TIF under 4.1.A (\$ N/A) and the estimated cost of the TIF under 4.1.B (\$ N/A) is: N/A , if applicable.