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PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This Partial Assignment and Assumption Agreement (the "**Agreement**") effective as of 11/13/2020 (the "**Effective Date**"), is by and between Topaz Generation, LLC, a Delaware limited liability company ("**Assignor**"), and Topaz II, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, Assignor has entered into that certain ERCOT Standard Generation Interconnection Agreement, with Texas-New Mexico Power Company, a Texas corporation ("**TNMP**"), dated as of April 28, 2020 (the "**SGIA**"), pursuant to which Assignor may interconnect ten 60.5 MW natural gas-fired generating units to TNMP's interconnection facilities;

WHEREAS, the Assignee, an affiliate of Assignor will own three 60.5 MW natural gas-fired generating units (the "**Topaz II Units**"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee is willing to accept and assume a part of Assignor's rights and obligations under the SGIA to allow Assignee to interconnect the Topaz II Units to the TNMP interconnection facilities.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Partial Assignment and Assumption. Assignor hereby sells, assigns, grants, conveys and transfers to Assignee the portion of Assignor's rights and obligations under the SGIA sufficient to permit the Assignee to interconnect the Topaz II Units to the TNMP interconnection facilities pursuant to the SGIA. Assignee hereby accepts and assumes such assigned rights and obligations. The SGIA will be amended in a manner reasonably satisfactory to TNMP to join Assignee as a party and make such other conforming changes as are necessary by reason of such partial assignment.

2. TNMP Acknowledgement. TNMP hereby acknowledges the assignment set forth in Section 1.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

TOPAZ GENERATING, LLC

DocuSigned by:
By Mike Alvarado
FF3AA7093F854F7
Name: Mike Alvarado
Title: President

TOPAZ II, LLC

DocuSigned by:
By Mike Alvarado
FF3AA7093F854F7
Name: Mike Alvarado
Title: President

Acknowledged:

**TEXAS-NEW MEXICO POWER
COMPANY**

DocuSigned by:

By Neal Walker

9394F03E32ED434

Name: Neal Walker

Title: President, TNMP