Control Number: 35077

Item Number: 1219

Addendum StartPage: 0

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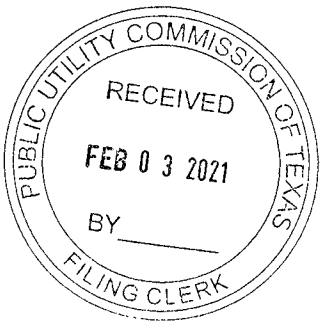

February 3, 2021

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

RE: Project No. 35077, ERCOT Standard Generation Interconnection Agreement between CenterPoint Energy Houston Electric, LLC and Cutlass Solar & Cutlass Solar II, LLC

To whom it may concern:

Enclosed for filing in Project No. 35077 is the First Amended and Restated ERCOT Standard Generation Interconnection Agreement (SGIA) dated February 2, 2021 between CenterPoint Energy Houston Electric, LLC and Cutlass Solar LLC & Cutlass Solar II LLC. This filing supersedes the SGIA between CenterPoint Energy Houston Electric, LLC and Cutlass Solar LLC filed in this Project on October 30, 2020 and is made pursuant to 16 Tex. Admin. Code 25.195(e).

Respectfully submitted,

Mickey Moon
Assistant General Counsel
CenterPoint Energy Houston Electric, LLC

Enclosures: (1) Executed Amended and Restated SGIA

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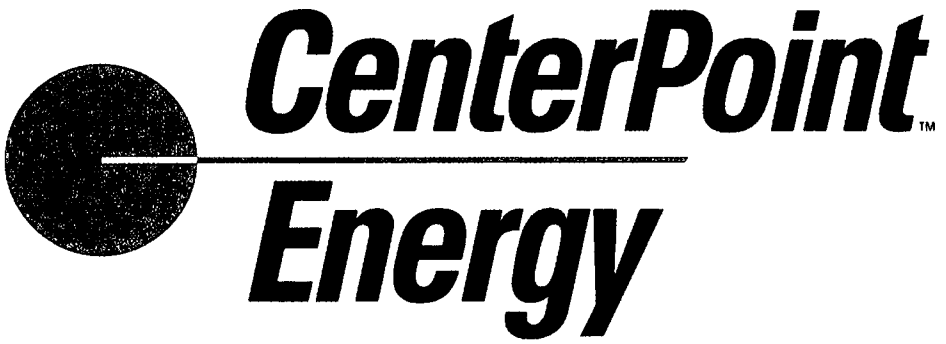
EXHIBIT 1



FIRST AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Cutlass Solar LLC,

Cutlass Solar II LLC

and

CenterPoint Energy Houston Electric, LLC

for

Cutlass & Cutlass II Solar Projects
Fort Bend County, Texas

January 2021

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FIRST AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This First Amended and Restated Standard Generation Interconnection Agreement is made and entered into this _2_ day of February 2021, between **CenterPoint Energy Houston Electric, LLC** ("Transmission Service Provider"), **Cutlass Solar LLC** ("Cutlass") and **Cutlass Solar II** LLC ("Cutlass II"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." Except as expressly set forth herein, with respect to terms and conditions under this Agreement applicable to the construction, testing, maintenance, payment and operation of the specific Plants, all references in this Agreement to "Generator" or "Generators" will mean Cutlass and/or Cutlass II, respectively. All other references in this Agreement to "Generators" will mean both Cutlass and Cutlass II.

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 and distribution of electricity. Each Generator represents that it will own and operate its respective Plant, as defined below. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect each Generator's Plant with Transmission Service Provider's System consistent with the Facilities Study Agreement executed between Transmission Service Provider and Cutlass on May 30, 2019.

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

WHEREAS, in connection with ERCOT GINR 19INR0131/22INR0482, the Transmission Service Provider completed interconnection studies (the "Cutlass Interconnection Studies") for a 300 MW generating facility;

WHEREAS, the Transmission Service Provider and Cutlass entered into that certain ERCOT Standard Generation Interconnection Agreement dated September 23, 2020, as amended by the Agreement to Adopt SGIA Amendment Provisions dated as of September 16, 2020 (as amended, the "Original Agreement");

WHEREAS, the Generators intend to split the planned generation capacity that was addressed in the Original Agreement and studied in the Cutlass Interconnection Studies into two projects;

WHEREAS, Cutlass intends to develop, own and operate a 100 MW generation project, and Cutlass II intends to develop, own and operate a 200 MW generation project,

and the Generators will utilize shared interconnection facilities to connect their projects to the Transmission Service Provider's System;

WHEREAS, the Transmission Service Provider's interconnection facilities identified in the Facilities Study are sufficient to support the interconnection of either or both Plants;

WHEREAS, the Generators will utilize the same Point of Interconnection and ERCOT-Polled Settlement ("EPS") meter, and will work with ERCOT to allocate the EPS meter readings among the Plants consistent with ERCOT Nodal Protocols § 10.3.2.1; and

WHEREAS, the Parties wish to enter into this Agreement, which shall replace and supersede the Original Agreement in its entirety.

This Agreement shall become effective on the last signature executing this Agreement below, 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";
F. The notice requirements attached hereto as Exhibit "D";
G. The Security Arrangement Details attached hereto as Exhibit "E";
H. The Transmission Service Provider's "Transmission & Substation Outage and Clearance Coordination Procedures", as it may be updated from time to time, the current version of which is attached hereto as Exhibit "F";
I. The Transmission Service Provider's "Specification for Remote Telemetry of a Customer Owned Facility", specification 007-400-02, as it may be updated from time to time, the current version of which is attached hereto as Exhibit "G";
J. Selected drawings related to the interconnection between Plants and Transmission Service Provider's System, as they may be updated from time to time, the current versions of which are attached hereto as Exhibit "H";
K. The Transmission Service Provider's "Specification for Customer-Owned 138kV Substation Design", specification 007-231-14, as it may be updated from time to time, the current version of which is attached hereto as Exhibit "I"; and
L. The Transmission Service Provider's minimum acceptable electrical, mechanical, and structural design characteristics for 345kV interconnection substation

construction, as it may be updated from time to time, the current version of which is attached hereto as Exhibit "J".

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Cutlass Solar LLC

By: _____

Title: Vice President

Date: 1/28/2021

Cutlass Solar II LLC

By: _____

Title: Vice President

Date: 01/28/21

CenterPoint Energy Houston Electric, LLC

By: DocuSigned by: Kenneth Mercado 840103F380C0448...

Title: EVP, Electric Operations

Date: February 2, 2021

Exhibit "A"
Terms and Conditions of the ERCOT Standard 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 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.

1.2 "Commercial Operation Date" for each Generator shall mean the date on which the Generator notifies TSP that the construction of its Plant has been substantially completed, Trial Operation of the Plant has been completed, and the Plant is ready for dispatch. Each Generator may achieve its Commercial Operation Date separately from each other Generator.

1.3 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5(19) or its successor.

1.4 "Cutlass GIF" shall mean those portions of the GIF solely owned by Cutlass, as described in Exhibit "C".

1.5 "Cutlass Plant" shall mean the electric generation facility owned and operated by Cutlass, as described in Exhibit "C."

1.6 "Cutlass II GIF" shall mean those portions of the GIF solely owned by Cutlass II, as described in Exhibit "C".

1.7 "Cutlass II Plant" shall mean the electric generation facility owned and operated by Cutlass II, as described in Exhibit "C."

1.8 "ERCOT" shall mean the Electric Reliability Council of Texas, Inc.

1.9 "ERCOT Requirements" means the ERCOT Operating Guides, ISO Generation Interconnection Procedures 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.

1.10 "Facilities Study" shall mean the Facility Study Report dated May 30, 2019 prepared by the TSP in response to Cutlass's interconnection request no. 19INR0131/22INR0482.

1.11 "Facilities Study Agreement" shall mean an agreement executed by the Parties relating to the performance of the Facilities Study.

1.12 "GIF" shall mean the Generators' interconnection facilities, including the Cutlass GIF, the Cutlass II GIF and the Shared Facilities.

1.13 "Good Utility Practice" shall have the meaning described in PUCT Rule 25.5(56) or its successor.

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

1.15 "In-Service Date" for each Generator shall be the date, as reflected in Exhibit "B," that the TIF will be ready to connect to the GIF solely owned by that Generator, through the Shared Facilities.

1.16 "ISO" shall mean the ERCOT Independent System Operator.

1.17 "Plant" or "Plants" shall mean the Cutlass Plant and/or Cutlass II Plant, as applicable.

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

1.19 "PUCT" shall mean the Public Utility Commission of Texas.

1.20 "PUCT Rules" shall mean the Substantive Rules of the PUCT.

1.21 "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.191(d)(3)).

1.22 "Shared Facilities" shall mean those portions of the GIF jointly owned by the Generators, as identified in Exhibit "C".

1.23 "System Protection Equipment" shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit "C."

1.24 "System Security Screening Study" shall have the meaning as described in PUCT Rule 25.198(c) or its successor.

1.25 "TCOS" shall mean the TSP's transmission cost of service as allowed by the applicable Governmental Authority.

1.26 "TIF" shall mean the TSP's interconnection facilities as described in Exhibit "C" to this Agreement.

1.27 "Trial Operation" for each Generator, shall mean the process by which the Generator is engaged in on-site test operations and commissioning of its respective Plant prior to Commercial Operation. Trial Operation shall be considered complete with respect to a Plant when ERCOT has approved New Generator Commissioning Checklist Part 2 and

permits the Plant to generate above 20 MVA.

1.28 "TSP" shall mean the Transmission Service Provider.

1.29 "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 only with respect to itself after giving the TSP thirty (30) days advance written notice; or

B. the TSP may terminate this Agreement only with respect to an individual Generator (subject to Governmental Authority approval, if required) immediately upon written notice to the respective Generator if (i) all of the conditions precedent listed in Section 4.2 or 4.3 with respect to such Generator's Plant are not satisfied, and a new In-Service Date for such Generator's Plant is not established pursuant to Section 4.5, within 12 months after the "Scheduled Start Date" for such Generator's Plant specified in Exhibit "B" or (ii) if the Commercial Operation Date for such Generator's Plant does not, or the Generator notifies or otherwise informs the TSP that the Commercial Operation Date for such Generator's Plant will not, occur within one year after the scheduled Commercial Operation Date for such Plant reflected in Exhibit "B"; or

C. any Party may terminate this Agreement with respect to a Party for a Default of such Party in accordance with Section 10.6; provided, however, that no Generator may terminate this Agreement with respect to another Generator and disputes among the Generators shall be addressed pursuant to the terms of a shared facilities agreement among the Generators.

2.2 Termination Costs. If this Agreement is terminated in accordance with Section 2.1 above with respect to both Generators and the TIF is not required, the Generators shall pay all costs incurred (or committed to be incurred) by TSP (including costs for the design, planning, licensing, procurement and construction of the TIF and for any upgrades to the TSP System to meet the requirements of the Plant and excluding any costs for which Cutlass has reimbursed TSP pursuant to the Letter Agreement between TSP and Cutlass dated July 2, 2020 regarding project pre-engineering and pre-site development work), as of the date of the receipt of the notice of termination. The TSP may immediately exercise its rights under Section 8.3 and Exhibit "E" to recover such costs through the Security described therein; provided, however, if the Security is insufficient to cover such costs, then the Generators shall reimburse the TSP for any remaining amounts. If the Agreement is terminated pursuant to Section 2.1 above with respect to one Generator only, the other Generator shall have the right to remain a Party to this Agreement subject to its performance of the obligations of a Generator hereunder, including the provision of Security pursuant to Section 8.3; provided that any Security (as defined below) posted by a Generator shall remain in place irrespective of whether or not that Generator remains a party. 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 Sections 2.2 and 2.3 shall survive termination of the Agreement.

2.3 Disconnection. Upon termination of this Agreement with respect to a Generator, such Generator shall open its connection to 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. Upon termination of this Agreement with respect to both Generators, the Parties will disconnect the GIF 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 such 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. The Generators shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit "B" for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the earliest In-Service Date reflected in Exhibit "B" and shall complete any engineering, technical, administrative and project management activities required connect the TIF to the second Plant by the subsequent In-Service Date reflected in Exhibit "B". The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date for the interconnection of each Generator's Plant. 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 as required by the initial In-Service Date, or complete the additional engineering, technical, administrative and project management activities required to prepare the TIF for connection with the second Plant by the subsequent In-Service Date, the TSP will promptly provide written notice to the applicable 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 earliest In-Service Date reflected in Exhibit "B," and shall complete the additional engineering, technical, administrative and project management activities required connect the TIF to the second Plant by the subsequent In-Service Date reflected in Exhibit "B". The Parties

acknowledge that each In-Service Date was either agreed upon through good faith negotiations or designated by the respective Generator upon failure of the Parties to agree. In the process of negotiating the In-Service Dates, each 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 Dates 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 Dates reflected in Exhibit "B," the TSP shall pay the respective Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generators, in the event the TIF are not completed by the In-Service Dates, may include Generators' fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generators shall be an amount equal to ½ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generators' actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generators as just compensation for the damages caused to the Generators, 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 Generators 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 the Generator is not ready to commence use of the TIF for the delivery of power to the 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 the Generator upon a failure of the Parties 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 Generators 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 Construction Commencement. The TSP shall commence design, equipment procurement and construction of the TIF as soon as practicable after the following conditions are satisfied:

A. The TSP has completed the Facilities Study pursuant to the Facilities Study

Agreement;

B. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval (including any required CCN approvals);

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

D. The TSP has received written authorization to proceed with design, procurement and construction of the TIF from Cutlass (the "Cutlass Notice to Proceed") by the date specified in Exhibit "B"; and

E. Cutlass has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B".

4.3 Cutlass II Commencement. The TSP shall commence any engineering, technical, administrative and project management activities that are necessary to interconnect the Cutlass II Plant as soon as practicable after the following conditions are satisfied:

A. The conditions described in Section 4.2 above have been satisfied;

B. The TSP has received written authorization from Cutlass II to proceed with those additional TSP activities that are necessary to interconnect the Cutlass II Plant (the "Cutlass II Notice to Proceed") by the date specified in Exhibit "B"; and

B. Cutlass II has provided the CIAC to the TSP in accordance with Section 8.1 by the date specified in Exhibit "B".

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, a Generator becomes aware that the completion of the TIF will not be required until after its specified In-Service Date, such Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent any of the conditions precedent under Section 4.2 or 4.3 is not or cannot be satisfied in time for the TSP to meet an In-Service Date using Good Utility Practice, the Parties will negotiate in good faith to amend the time schedule in Exhibit "B" to establish 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 GIF to the TSP System.

5.2 GIF Construction. Each Generator agrees to cause the GIF built to support its respective Plant 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. Within one-hundred and twenty (120) days of a Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, the applicable Generator shall deliver to the TSP the following "as-built" drawings, information and documents for the GIF: a one-line diagram, a site plan showing the Plant and the GIF, plan and elevation drawings showing the layout of the GIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generator's main-power transformers, the facilities connecting the Generator to the main power transformers and the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators.

5.3 TIF Construction. The TSP agrees to cause the TIF 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.

5.4 Equipment Changes. For facilities not described in Exhibit "C," if any Party makes equipment changes to the Plant, the 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 metering, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

B. At the Point of Interconnection, the metering and telemetry equipment shall be owned by the TSP. However, the TSP shall provide each Generator with metering and telemetry values in accordance with ERCOT Requirements.

C. A minimum set of inputs to the telemetry equipment are specified in Exhibit "C." Additional sets of inputs may be subsequently mutually agreed upon.

D. The TSP will notify each Generator at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. Each Generator, or its 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.

E. Prior to the connection of the Cutlass GIF or Cutlass II GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of all metering, telemetry and communications equipment associated with the Point of Interconnection, the TIF and the Cutlass GIF or Cutlass II GIF, as applicable, and to verify the accuracy of data being received by the TSP, the Control Area(s) in which the Plants and the TSP are located and the respective Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

F. 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 Plants and the GIF with the TSP System. Such communication facilities shall be included in Exhibit "C." Each Generator shall make arrangements to procure and bear the cost of such facilities.

G. Any changes to the 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.

H. Each Party will promptly advise the other Parties if it detects or otherwise learns of any 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' systems or other entities connected to the TSP System.

B. Each Generator shall be responsible for protection of its 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 each In-Service Date, and again prior to each Commercial Operation Date, the TSP or its agent and the applicable Generator 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 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 Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, the Control Area(s) in which the Plants and the TSP are located, and the Generators and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area Notification. The Parties acknowledge and agree that the location of the TIF and GIF will be entirely within the ERCOT region and that the ERCOT region constitutes a single Control Area.

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 a Plant's Commercial Operation Date, the TSP and the applicable Generator will mutually 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 the 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 Parties' mutually acceptable procedure, each Generator is responsible for the proper synchronization of its respective 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, the 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 if required to meet ERCOT Requirements and as described in Exhibit "C."

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 ISO's Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to the ISO for the System Security Screening 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 the ISO 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.

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. Each Generator will acquire, construct, operate, test, maintain and own its respective Plant and GIF at its sole expense. In addition, each Generator shall, by the date set out in Exhibit "B", make its respective contribution in aid of construction in the amount set out in Exhibit "E," 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 Sections 2.2 and 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. To secure the Generators' obligation to pay the termination costs described in Section 2.2 if this Agreement is terminated pursuant to Section 2.1, the TSP may require the Generators 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 Generators shall deliver the financial security called for in Exhibit "E" (the "Security") to the TSP by the date specified in Exhibit "B."

The required security arrangements shall be specified in Exhibit "E." Within five business days after TSP receives notice that the first Plant has achieved its Commercial Operation Date, and without regard to whether the Cutlass Plant or Cutlass II Plant reaches its Commercial Operation Date first, the TSP shall return the deposit or security to the Generators. 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 this Agreement is terminated with respect to both Generators in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the Security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF, excluding any costs for which Cutlass has reimbursed TSP pursuant to the Letter Agreement between TSP and Cutlass dated July 2, 2020 regarding project pre-engineering and pre-site development work. If a cash deposit is provided as the Security 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. If ERCOT requires the TSP to update the Facilities Study or conduct a new facilities study for the TIF, whether due to a delay in the Commercial Operation Dates of the Plants or otherwise, the TSP may increase the Security amount required to cover any increase in the estimated cost of the TIF identified in such updated or new facilities study.

ARTICLE 9. INSURANCE

9.1 Each Generator shall, at its own expense, maintain in force for the period from its respective Scheduled Start Date, as defined in Exhibit "B," until released by the TSP the

following minimum insurance coverages, with insurers authorized to do business in Texas; and the TSP shall, at its own expense, maintain in force for the period from the earliest Scheduled Start Date, as defined in Exhibit "B," until released by the Generators the following minimum insurance coverages, with insurers authorized to do business in Texas:

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) each accident 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 for premises and operations, providing personal injury coverage; broad form property damage coverage; 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; coverage for punitive damages to the extent normally available; and cross liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage..

C. Comprehensive 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.

D. Umbrella Liability Insurance Umbrella Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive 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. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Umbrella Liability Insurance policies shall cover the other Parties, their parents, 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, and each Party shall provide thirty (30) days advance written notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Umbrella 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.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Umbrella Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) 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.

H. 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.

I. Within ten (10) days following the first date a Party's insurance coverages are required to be in place pursuant to this Section 9.1, 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 certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer, or a letter of self-insurance executed by the Party's authorized representative.

J. Notwithstanding the foregoing, each Party may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. 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.

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 any Commercial Operation Date.

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, any Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Facilities Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Exhibit "D," any formal notice, demand or request provided for in this Agreement shall be in writing 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 identified on Exhibit "D" attached to this Agreement. Any Party may change the notice information on Exhibit "D" by giving five business days written notice 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 operational contact identified in section (a) of Exhibit "D", except by giving five business days written notice to TSP prior to the effective date of the change and the other Generator concurs or otherwise acknowledges 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, the 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 operational contact, 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 provide the Security or 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 provide the Security or 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. The In-Service Date will be extended by one day for each day TIF construction is delayed due to Force Majeure.

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 or obligation to provide Security) 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 any disputes solely between the Generators will be resolved under the terms of a shared facilities agreement between the Generators governing the ownership, operation and maintenance of the GIF and Plants, rather than by declaring any Default under this Agreement. Except as provided in Section 10.6.B, a 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 30 days, the defaulting Party shall commence such cure within 30 days after receipt of the Default notice and continuously and diligently complete such cure within 90 days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

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 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 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 GIF, until such interconnection has been disconnected. The Generators will not be prohibited by this Section from interconnecting the Plants 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 any 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 the 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 shall govern this Agreement.

10.16 Consequential Damages. OTHER THAN THE LIQUIDATED DAMAGES HERETOFORE DESCRIBED, IN NO EVENT SHALL A 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 THE 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 other Parties; provided that either 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 other Parties, 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 other Parties 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 other Parties 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 Parties, 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 another 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 such other Party in writing and agrees to assert confidentiality and cooperate with such 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

I. Time Schedule for Cutlass Plant:

1. Interconnection Option chosen by Generator (check one):

   ___X___ Section 4.1.A. or ____ 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.

2. Cutlass must deliver each of the following items (collectively, the "Prerequisite Items") to TSP by no later than February 16, 2021 (the "Scheduled Start Date" for the Cutlass Plant):

   A. The Cutlass Notice to Proceed defined in Section 4.2 of Exhibit "A"; and

   B. The Security described in Exhibit "E."

3. The TIF In-Service Date for the Cutlass Plant is the later of May 16, 2022 or _15_ months after TSP's receipt of the Prerequisite Items.

4. The scheduled Commercial Operation Date for the Cutlass Plant is the later of August 16, 2022 or _3_ months after the In-Service Date for the Cutlass Plant.

II. Time Schedule for Cutlass II Plant

1. Interconnection Option chosen by Generator (check one):

   ___X___ Section 4.1.A. or ____ 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.

2. In addition to Cutlass's delivery of the Prerequisite Items, Cutlass II must deliver each of the following items (collectively, the "Additional Prerequisite Items") to TSP by no later than February 1, 2022 (the "Scheduled Start Date" for the Cutlass II Plant):

   A. The Cutlass II Notice to Proceed defined in Section 4.3 of Exhibit "A"; and

   B. The CIAC described in Exhibit "E."

3. The TIF In-Service Date for the Cutlass II Plant is the later of May 16, 2022 or _15_ months after TSP's receipt of the Prerequisite Items or 3 Months after TSP's receipt of the Additional Prerequisite Items.

4. The scheduled Commercial Operation Date for the Cutlass II Plant is the later of August 16, 2022 or 3 months after the In-Service Date for the Cutlass II Plant.

If one Generator has achieved the Commercial Operation Date for its Plant and the other Generator (i) notifies the TSP that it does not intend to complete the full build-out of its Plant to achieve its Commercial Operation Date, or (ii) fails to achieve the Commercial Operation Date of its Plant within 12 months following the scheduled Commercial Operation Date for its Plant, then this Agreement shall be amended to define the "Plant" to mean the Plant(s) as then constructed and connected to the TIF and shall exclude any uncompleted portion that remains to be built out.

The Parties may change the dates and times in this Exhibit B in accordance with Section 4.5 of Exhibit "A."

Exhibit "C"
Interconnection Details

1) Plant Name: Cutlass I and Cutlass II Solar Projects.

2) Point of Interconnection Location
   A) TSP system side of Plant's terminating structure inside Generator's ROWLND, located at 12907 FM 361 Richmond, Fort Bend County, Texas.

3) Delivery Voltage: 345 kV

4) Number and Size of Generating Unit(s) (the "Plants"):
   A) The Cutlass and Cutlass II Plants are two solar generation facilities with a total net rating of 100 MW (the "Cutlass Planned Capacity") and 200 MW (the "Cutlass II Planned Capacity", and each a "Planned Capacity"), respectively, which is projected to be each Plant's aggregate Net Dependable Capability, as defined by ERCOT Requirements, consisting of the following:

5) Type of Generating Unit

Facility Name	**SGIA MWs (Net MW at POI)**	**# of Inverters**	**Inverter Rating (@40°C)**	**Total Gross Capacity (@40°C)**	**Inverter Make**	**Inverter Model**
Cutlass	100MW Net	32	3.465MVA	110.880 MVA	Power Electronics	FS3350MU
Cutlass II	200MW Net	63	3.465MVA	218.295 MVA	Power Electronics	FS3350MU
Total Net Output at POI: 300 MW Net						

   A) Each electric generating unit has its own 630V-34.5 kV step up transformer. The step up transformer winding configuration is 34.5 kV Delta / 0.63 kV Wye.
   B) Three 34.5-345kV (main power) transformers, with the 34.5 kV winding connected to plant auxiliary transformers as well as the solar inverter feeders through generator feeder breakers. The main power transformers winding configuration is a 345 kV Wye Grounded/ 34.5 kV Wye Grounded/13.8 Delta buried.
   C) Each step-up, standby and auxiliary transformer connected at Delivery Voltage will have a circuit breaker for isolation from the TIF.
   D) Electrical characteristics of each 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 Equipment
   A) TSP shall provide and install ERCOT Polled Settlement (EPS) primary and check meters, 345 kV instrument transformers and associated wiring required for measuring the output

of the Plants' generation and auxiliary electrical load at TSP's WHALEY Substation. The 345 kV metering instrument transformers for the EPS metering shall be procured by TSP and owned, maintained, and replaced by TSP. TSP shall install and maintain the metering system's components in a manner consistent with ERCOT Requirements and the PUCT Substantive Rules. Allocation of the EPS meter data to each Plant will be completed in accordance with ERCOT Nodal Protocols § 10.3.2.1.

7) Generator Interconnection Facilities (GIF)

Cutlass GIF and Cutlass II GIF:

A) Each Generator shall furnish, operate, and maintain a complete generation facility capable of generating its respective portion of 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, all relays necessary for the protection, synchronization and coordination of the generators, generator auxiliary equipment and the disconnect switches and foundations at each respective Plant's GIF.
B) Each generation unit shall meet all voltage and reactive requirements as outlined in the ERCOT Protocol, ERCOT Operating Guides and other binding documents.
C) Each Generator shall furnish, own and maintain the connection from its respective Plant's equipment to the shared 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 Generators the TSP's alpha/numeric identifiers for incoming 345 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 each GIF. The GIFs' high voltage circuit breakers, switches, transformers, generators and certain low side equipment, including 34.5kV feeder breakers, shall be identified with TSP's identifiers. TSP will develop a substation basic one-line diagram that includes these identifiers. The Generators 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 GIFs. The Generators shall use TSP's assigned substation name, or Substation ID, and equipment identifiers in discussions with TSP and in RARF submittals.
E) Each Generator shall connect its generating plant ground mat, directly or indirectly to TSP's Substation ground mat. The grounding method shall be designated by the TSP and descriptions for each method are as follows:
    1) Direct method - direct method should be utilized when Generator's Plant's proximity makes directly bonding feasible. To obtain reasonable separation, direct bonding method shall consist of a minimum of two subgrade grounding connections originating from (and ending to) different corners of the two grids, in order to eliminate common mode failure. In this scenario, the two grounding systems are directly bonded via dedicated grounding conductors of adequate ampacity to establish electrical bond(s).

2) Indirect method - electrical bonding(s) between the generating plant ground mat and the TSP's ground mat established via overhead shield or static wires. The overhead grounding connections shall consist of static wire(s), of adequate ampacity, and be continuous throughout all transmission towers, if any, between the {WHALEY} and {ROWLND} Substations. The static wires shall be terminated or bonded at both ground mats via grounding leads (of adequate ampacity), which connect the ground grid to the static wire(s).

F) Electrical characteristics of Plants' Generator Interconnection Facilities shall be in accordance with the most recent version of TSP's "Specification for Customer 138 kV Substation Design", and in particular, the section pertaining to "Generation", but only to the extent the "Specification for Customer 138 kV Substation Design" is applicable to a 345 kV substation design attached hereto as Exhibit "I", and TSP's most recent version of minimum acceptable electrical, mechanical, and structural design characteristics for 345kV interconnection substation construction attached hereto as Exhibit "J",

G) Cutlass shall provide one 34.5-345kV step-up transformer with a 345kV circuit breaker and disconnect switch for isolation from the WHALEY Substation and shared facilities. Cutlass II shall provide two 34.5-345kV step-up transformers with a 345kV circuit breaker and disconnect switch for isolation from the WHALEY Substation and shared facilities. Generators shall provide a shared disconnect switch for isolation from the WHALEY Substation.

H) Generators shall provide NEMA four-hole pads on the shared terminating structure for connection to NEMA four-hole pads on TSP's connecting conductors.

I) Each Generator shall facilitate TSP's acquisition of all necessary land rights, in a form reasonably acceptable to and drafted by TSP.

J) Generators shall own all protective relays, instrument transformers, instrumentation, and control equipment physically located on Plant side of the Points of Interconnection.

Shared Facilities:

K) The following Shared Facilities are jointly owned and used by the Generators:

1. Coupling Capacitor Voltage Transformers (CCVTs)
2. Disconnect Switch Point of Interconnection
3. Terminating Structure at Point of Interconnection
4. 345kV Bussing and associated foundations and support structures
5. Check metering and telemetry equipment, as necessary
6. Substation fiber termination panel

L) Cutlass shall provide the foundations for the Plants' shared terminating structures and disconnecting devices. Cutlass shall design and install the Plants' shared terminating structure(s) and disconnecting devices in accordance with TSP's conductor loading requirements.

8) TSP Interconnection Facilities (TIF)

A) Generators shall facilitate TSP's acquisition of fee title to the property for the WHALEY Substation at an agreed price that shall not be greater than the market price as determined by an independent appraisal, the cost of said appraisal shall be split evenly between Generators and TSP. TSP shall subsequently construct the WHALEY Substation on real property at the location shown in Exhibit "H".

B) TSP shall complete its entire scope of work on the WHALEY Substation (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 WHALEY Substation from being used for its intended purposes as described in this Agreement or in accordance with applicable laws; (ii) prevents the WHALEY Substation 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 WHALEY Substation, 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 Plants' 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 Plants' terminating structure.

D) TSP shall furnish, own, and maintain the connection from WHALEY Substation 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 Plants 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) TSP shall construct the WHALEY Substation as shown on the drawing entitled "CenterPoint Energy 345 kV WHALEY Substation, Substation Development Plan for Cutlass Solar Project Interconnection Agreement – Final Proposed Offer," dated 08-19-2020 ("WHALEY Substation Development Plan") and any subsequent modifications to such drawing(s) made by TSP and delivered to Generators("Attached Drawings - Exhibit "H").

G) Generators shall facilitate TSP's acquisition of necessary land rights, in a form reasonably acceptable to and drafted by TSP.

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 WHALEY Substation to TSP's Energy Management System.
B) Generators shall provide a fiber optic communication interface device on their 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 WHALEY Substation.
C) Generators shall furnish RTU inputs identified in Exhibit "C", Paragraph 11)B) from the Plants to the WHALEY Substation's communication interface point.
D) Generators shall provide a voice telephone extension outlet in close proximity to Plant's relay panel that is located within the Plant. Such telephone extension outlet shall be connected to the local exchange carrier's telephone system; however, the telephone extension outlet may be connected to Plant's internal telephone system, provided Plant's internal telephone system is equipped with an uninterruptible power supply system.
E) TSP shall furnish RTU inputs identified in Exhibit "C", Paragraph 11)A) from WHALEY Substation to Plant's communication interface termination point.
F) TSP shall provide fiber optic communication cables of sufficient length and containing a sufficient number of strands to connect the Plants to the WHALEY Substation relay panel. TSP will stop at Generators' terminating structure(s) located at the Point of Interconnection and provide enough cable slack between Generators' terminating structure(s) and Generators' shared Substation fiber termination panel. Generators shall own the fiber optic communication cables from the Generators' fiber optic splice box(es) located at the terminating structure(s), at the Point of Interconnection, to inside the ROWLND and CutlassII Substation control houses. Generators shall take the fiber optic cables into the ROWLND and CutlassII Substations and terminate at their respective fiber termination panel.

10) System Protection Equipment
A) Generators shall provide two sets of protective relaying accuracy (C800) current transformers on Generators' 345 kV circuit breakers associated with the protective relaying between Plants and the WHALEY Substation. 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 WHALEY Substation. The current transformer ratio will be approved by the TSP relay protection engineer and reflected on the Generators' drawings.
B) The fiber optic communication cables will have 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 WHALEY Substation. The RTU will be multi-port equipped and operate with protocols compatible with TSP. The RTU will be equipped to monitor the WHALEY Substation as outlined in Paragraph 11 and control circuit breakers in the WHALEY Substation. TSP shall also furnish the RTU inputs, such as contacts and transducers, in the WHALEY Substation. Selected real-time data of the WHALEY Substation will be available at TSP's RTU for Generators' 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 WHALEY Substation and the Plants' RTU or DCS "Master" serial communication port for this purpose.

B) Generators shall furnish Plant data to TSP's RTU communication port at the WHALEY Substation as referenced below. The Generators' 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 WHALEY Substation RTU "Master" serial communication port for this purpose.

C) Generators shall provide Plant data to ERCOT according to ERCOT requirements. TSP is not responsible for providing Plant data to ERCOT.

D) Generators shall provide to TSP at TSP's WHALEY Substation the following signals originating at Generators' Plants:

1) Analog Data from Plant
   (i) Kilovolts for each collector bus (A phase scaled as line-to-line).
   (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 (three phase).
   (v) Kilovolts for 345 kV transmission voltage (A phase scaled as line-to-line).
   (vi)Net megawatts and megavars for the 345 kV transmission line (three phase).
   (vii) Frequency at the collector bus.
   (viii) Megawatts and megavars for each 345/34.5 kV transformer (three phase).
   (ix)Data at the plant electrical load points via digital panel meters (watts, vars, watt-hour from each meter)
2) Status Data from Plants
   (i) Status of the 345 kV transmission voltage circuit breakers.
   (ii) Status of all 34.5 kV circuit breakers and motor operated switches for feeders and reactive support equipment.
   (iii) Status of generator automatic voltage regulator (automatic and manual).

E) TSP will provide to Generators at Generators' ROWLND and CutlassII_Substations the following signals originating at TSP's WHALEY_ Substation:

1) Analog Data from TSP Substation Devices
   (i) Kilovolts for the Point of Interconnection (A phase scaled as line-to-line).
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 "H" – Attached Drawings. (*Note: The drawings contain a line of demarcation between TSP provided facilities and Generator provided facilities*).

1) CenterPoint Energy 345 kV Cutlass Solar Project / WHALEY Substation for Cutlass Solar Project Interconnection Agreement – Final Substation Development Plan Basic Offer, dated 08-19-2020. ("Attached Drawings – Exhibit "H").
2) Basic Offer – CenterPoint Energy 345kV One-Line Relaying and Metering diagram for Cutlass Solar LLC facility project facility study dated 01-20-2021. ("Attached Drawings – Exhibit "H").

B) Cost Responsibility:
   1) Notwithstanding the provisions of Exhibit "A", Section 8.1, the amount of the contribution in aid of construction, if any, that Generators may be required to make, shall be specified in Exhibit "E", Security Arrangement Details.
   2) The Generators do not desire any enhancements to TSP's basic offer interconnection facilities and therefore no contribution in aid of construction of the Transmission Interconnection Facilities is required, other than the CIAC associated with the interconnection of the Cutlass II Plant, as described in Exhibit E.
   3) The TIF described herein is designed based on the generating capacity provided by the Generators. It is assumed that the each generating facility will be capable of generating its respective Planned Capacity by the Scheduled Commercial Operation Date for such Plant specified in Exhibit "B". Within the first 12 months following the Commercial Operation Date of a Plant, if the highest level of Actual Capacity is less than such Plant's Planned Capacity, the respective Generator shall be responsible for TIF costs, if any, that are determined, solely by the TSP, to have been incurred to accommodate such Generator's Planned Capacity, but are then determined to not be necessary to accommodate Generator's Actual Capacity. As used here, "Actual Capacity" shall mean the Plant's total Net Dependable Capability, as determined or accepted by ERCOT, in accordance with ERCOT Requirements. Generator shall pay such costs determined herein within thirty (30) days following the receipt of TSP's invoice.

C) Authorization to Proceed:
   1) Generators authorize TSP to begin work on any required transmission system additions, modifications, and upgrades and the WHALEY Substation additions, modifications, and upgrades secured by this agreement.

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) 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) CenterPoint Energy has documented data specifications that define the operational data CenterPoint Energy requires to perform real-time monitoring. These

specifications are incorporated in Section 11 above, Exhibit 'F' Outage and Clearance Coordination Procedure, and Exhibit 'G' Telemetry Specification.

3) Each Generator shall provide on its property access roads to the TIF, and the access roads will be maintained by such Generator in such a manner and condition to allow passage of heavy utility vehicles. Otherwise, such Generator shall provide, or cause to be provided, such perpetual easements as reasonably needed by TSP, in a form acceptable to TSP and at no cost to TSP, to use and construct access roads from nearest road to the TIF in such a manner and condition to allow passage of heavy utility vehicles.
4) If available, Generators shall provide access to existing restroom facilities and potable water facilities located at the Plants to TSP and TSP's personnel, contractors, subcontractors and agents, provided, that TSP shall be responsible for any damage caused to such facilities by such parties. Such access shall be limited to personnel engaged in normal operations and maintenance activities.
5) 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.
6) In the event that a Generator's personnel, contractors, subcontractors, or agents cause delays in the work schedule of TSP, such Generator shall reimburse to TSP the additional costs associated with such delays within 30 days of receipt of an invoice for such costs.
7) Each 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 such Generator's Plant and implementation of any associated protective measures, are the sole responsibility of such Generator.
8) 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 a 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 a Generator will not be able to energize the GIF until authorized by ERCOT (typically 30 days after the TIF is modeled and energized). Failure to meet these ERCOT Requirements may result in delays to commercial operation.
9) 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 Plants begin 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 Plants. This requirement applies to all future owners of the Plants. The Generators 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.

13) Special Operating Conditions, if any, attached: None.

14) Cost Estimate Differences, if applicable:

A) 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.

Exhibit "D"

Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement

(a) All notices of an **OPERATIONAL** nature shall be in writing and/or may be sent between the Parties via electronic means as follows:	
If to Generators Cutlass Solar LLC c/o Advanced Power Services (NA) Inc. Attn: Charles Davis, Group Senior Vice President and President of AP Asset Management 155 Federal Street, 17th Floor Boston, MA 02110 24 Hour Telephone (617) 456-2207 E-mail cdavis@advancedpowerna.com	If to ***CenterPoint Energy Houston Electric, LLC*** **CenterPoint Energy Houston Electric, LLC** **Real Time Operations** **P.O. Box 1700** **Houston, Texas 77251** 24 Hour Telephone (281) 894-0491 Operational/Confirmation Fax **713-207-2349**
(b) Notices of an **ADMINISTRATIVE** nature, including any notices of default:	
If to Generators Cutlass Solar LLC c/o Advanced Power Services (NA) Inc. Attn: Charles Davis, Group Senior Vice President and President of AP Asset Management 155 Federal Street, 17th Floor Boston, MA 02110 24 Hour Telephone (617) 456-2207 E-mail cdavis@advancedpowerna.com	If to ***CenterPoint Energy Houston Electric, LLC*** **CenterPoint Energy Houston Electric, LLC** **Manager, Transmission Accounts** **P.O. Box 1700** **Houston, Texas 77251** Phone: (713) 207-7617 E-mail: Lesli.Cummings@CenterPointEnergy.com
(c) Notice for **STATEMENT AND BILLING** purposes:	
If to Generators Cutlass Solar LLC c/o Advanced Power Services (NA) Inc. Attn: Accounts Payable 155 Federal Street, 17th Floor Boston, MA 02110 Phone: (617) 456-2212 E-mail: accountspayable@Advancedpowerna.com	If to ***CenterPoint Energy Houston Electric, LLC*** **CenterPoint Energy Houston Electric, LLC** Accounts Payable P.O. Box 1374 Houston, Texas 77251-1374 Phone: (713) 207-7888 E-mail: AP.invoices@CenterPointEnergy.com Mark Invoices with WF00220951
(d) Information concerning **ELECTRONIC FUNDS TRANSFERS**:	
If to Generators Bank of America 100 Federal Street Boston, MA 02110 ABA No. 026 009 593 for credit to: Cutlass Solar LLC Account No. 004640595191	If to ***CenterPoint Energy Houston Electric, LLC*** **Chase Bank of Texas** **Houston, Texas** **ABA No. 111000614** For credit to: **CenterPoint Energy Houston Electric, LLC** **Account No. 0010-097-0798**

Exhibit "E"
Security Arrangement Details

A) The total estimated project cost to construct the TIF as described in Exhibit "C" (less any CIAC amount described in Exhibit C) is approximately $15,200,000.00 (the "Security Estimate"). The Security Estimate does not include the estimated cost for obtaining any required CCNs for the TIF. The Parties at this time do not anticipate that a CCN is required for the construction of the TIF. However, if TSP determines that a CCN is required to construct the TIF or any portion thereof, the estimated cost for obtaining the CCN will be added to the Security Estimate (with such addition, the "Revised Security Estimate").

B) In accordance with Section 8.3 of Exhibit A, TSP requires Cutlass to deliver the Security in the form described below in the amount of the Security Estimate or Revised Security Estimate by the Scheduled Start Date for the Cutlass Plant specified in Exhibit "B."

C) In accordance with Section 8.3 of Exhibit A, TSP shall return the Security after the first of the two Plants achieves its Commercial Operation Date, without regard to which Plant's Commercial Operation Date occurs first. Following such date, there shall be no obligation of either Generator to provide Security.

LETTER OF CREDIT OPTION

D) Cutlass shall provide the Security in the form of an irrevocable letter of credit in favor of TSP issued by a financial institution reasonably acceptable to TSP having a long-term debt rating by Moody's Investor Services of "A3" or better, and Standard & Poor's long-term debt rating of "A-" or better.

CUTLASS II CIAC

E) In accordance with Section 8.1 of Exhibit A, TSP requires Cutlass II to provide a contribution in aid of construction ("CIAC") in the amount of $0 for expenses related to engineering, technical, administrative and project management fees to accommodate the interconnection of the Cutlass II Plant. The CIAC shall be made as an electronic funds transfer to the TSP pursuant to the instructions provided on Exhibit D.

Exhibit "F"
Outage and Clearance Coordination Procedure

File Description	File
Outage and Clearance Coordination Procedure	 2020 Outage and Clearance Coordinatic

Exhibit "G"
Telemetry Specification

File Description	File
Telemetry Specification	 SPC-007-400-02 REV 10 FINAL 9-19-2017.pdf

Exhibit "H"
Attached Drawings

File Description	File
345kV One Line Relaying & Metering Diagram	Cutlass Solar IPP SGIA R&M 01-20-21.pdf
345kV Development Plan	Cutlass Solar IPP SGIA DP 08-19-20.pdf

Exhibit "I"
Specification for Customer-Owned 138 kV Substation Design

File Description	File
Specification for Customer Owned 138kV Substation Design	 CNP_007-231-14_rev 16 Customer 138 Sul

Exhibit "J"
CNP Minimum Acceptable Requirements for 345 kV Substation Construction

File Description	File
CNP Minimum Acceptable Requirements for 345 kV Substation Construction	 CNP Minimum Acceptable Requirem