



Control Number: 35077



Item Number: 1262

Addendum StartPage: 0



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May 12, 2021

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



RE: Project No. 35077 – Transmission Contract Filing Pursuant to Subst. Rule § 25.195(e)

Please find attached the Interconnection Agreements entered into by the City Public Service Board of San Antonio, TX ("CPS Energy") with different entities (the "Interconnection Agreements") for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because these Interconnection Agreements contain deviations from the Commission-approved standard generation interconnection agreement ("SGIA"), CPS Energy has prepared this letter explaining the changes and requests that it be filed with the aforementioned Interconnection Agreements. The individual agreement changes are listed below.

Floresville Electric Light and Power System ("FELPS") Interconnection Agreement

- This interconnection agreement was developed to memorialize each party's particular obligations, as well as those between the parties; a clear understanding of the point of interconnection; and the parties' long-standing relationship at this particular substation. Because this agreement was created primarily for these reasons, it does not closely follow the standard generation interconnection agreement.

Old Hickory Solar, LLC

- Certain formatting and non-substantive language changes were made to this interconnection agreement.
- A First Amendment to this interconnection agreement replaced Exhibit B, "Time Schedule" and Exhibit D, "Security Arrangement Details" with new Exhibits B and D of the same name.

OCI Alamo 1, LLC

- The following changes were made to this interconnection agreement and the numbering adjusted accordingly:
 - Sections 1.1 through 1.12 were removed
 - Section 1.13 was changed to "NERC Requirements"
 - Section 2.1(b) through 4.1 were removed
 - Section 4.5, "Conditions Precedent Delay" was removed
 - The entirety of Article 5, "Facilities and Equipment" was removed
 - Section 6.2, "Control Area Notification" was removed
 - Sections 6.4(b) through 7.3 were removed
 - Sections 8.2 through 9(b) were removed

- Sections 10.1(H) through 10.1(K) were removed
- Substantive changes were made to Section 10.5, "Force Majeure"
- Section 10.6, "Default" was removed
- Sections 10.9 through 10.14 were removed
- Sections 10.18 through 10.21 were removed
- Section 10.22, "Financing" was added

Innovative Solar 195, LLC

- The following changes were made to this interconnection agreement and the numbering adjusted accordingly:
 - On page three, Sections F and G referring to Exhibits D and E, respectively, were removed
 - Section 1.1, "Commercial Operation" was removed
 - Section 3.2, "Regulatory Approvals" was removed
 - Section 4.6, "Suspension" was added
 - Section 6.2, "Control Area Notification" was removed
 - Section 6.7, "Routine Operational Communications" was removed
 - Section 7.1 was removed and Section 7.4, "Data Supplementation" became Section 7.1
 - Sections 7.3 through 7.5 were removed

Respectfully submitted,



Kipling D. Giles
Director, Managing Senior Counsel
Legal Services

INTERCONNECTION AGREEMENT
BY AND BETWEEN
FLORESVILLE ELECTRIC LIGHT AND POWER SYSTEM (FELPS)
AND
THE CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, TX (CPS ENERGY)

DATED: JANUARY 1, 2016

**INTERCONNECTION AGREEMENT BY AND BETWEEN
FLORESVILLE ELECTRIC LIGHT AND POWER SYSTEM AND
THE CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, TX (CPS ENERGY)**

This Interconnection Agreement ("Agreement") is made and entered into this 1st day of January, 2016 ("Effective Date"), by and between Floresville Electric Light and Power System ("FELPS") and the City of San Antonio acting by and through the City Public Service Board ("CPS Energy"), hereinafter may individually be referred to as "Party" or collectively be referred to as "Parties".

WITNESSETH

WHEREAS, each Party is the owner and operator of transmission and distribution facilities including substation facilities, is engaged in the business of transmitting and distributing electric energy to the general public within the Electric Reliability Council of Texas region, and as of the Effective Date is already interconnected to the other Party pursuant to the terms and conditions in the points of delivery provisions in the wholesale power supply agreements between the Parties; and

WHEREAS, the Parties desire for the interconnection of their respective transmission and/or distribution systems to be more fully addressed in the respects, and under the terms and conditions set forth herein.

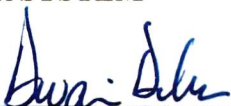
NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

This Agreement shall become effective on the Effective Date first written above, subject to Government 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 Agreement attached hereto as Exhibit A;
- (B) The "Facility Schedules" attached hereto as Exhibit B; and
- (C) The "ERCOT Agreements" attached hereto as Exhibit C.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned authorized representatives.

**FLORESVILLE ELECTRIC LIGHT AND
POWER SYSTEM**

By: 
Name: Dwain Duke
Title: General Manager
Date: 9/29/16

**THE CITY OF SAN ANTONIO ACTING
BY AND THROUGH THE CITY PUBLIC
SERVICE BOARD**


By: 
Name: Paul Barham
Title: Senior Vice President
Energy Delivery Services
Date: 10/6/16

EXHIBIT A: TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

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

1.1 “Agreement” shall mean this Interconnection Agreement with all exhibits, schedules and attachments applying hereto, including any schedules and attachments and any amendments hereafter made.

1.2 “Default” shall mean the failure of either Party to substantially perform any material obligation in the time or manner provided in this Agreement.

1.3 “DOE” shall mean the Department of Energy, or its successor in function.

1.4 “ERCOT” shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.

1.5 “ERCOT Agreements” shall mean the ERCOT documents involving FELPS and/or CPS Energy relating in relevant part to the Parties’ interconnected Systems, which are attached to this Agreement as Exhibit C.

1.6 “ERCOT Requirements” shall mean the ERCOT Nodal Protocols, ERCOT Nodal Operating Guide, ERCOT Planning Guide, and other ERCOT Binding Documents, all of which are amended from time to time, and any successors thereto.

1.7 “Facility Schedule(s)” shall mean the schedule(s) attached to this Agreement that identify the Point(s) of Interconnection and describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

1.8 “Good Utility Practice” shall have the meaning described in PUCT Substantive Rule 25.5 [Definitions] or its successor.

1.9 “NERC” shall mean the North American Electric Reliability Corporation or its successor in function.

1.10 “NERC Bulk Electric System” shall mean the bulk electric system as defined in the NERC Reliability Standards.

1.11 “NERC Reliability Standards” shall mean the mandatory electric reliability standards enforced by NERC.

1.12 “Point(s) of Interconnection” shall mean the point(s) where the electrical systems of each respective Party is (are) connected or may be connected by the closure of normally open switches.

1.13 “PUCT” shall mean the Public Utility Commission of Texas or its successor in function.

1.14 “System” shall mean the electrical transmission and/or distribution facilities and associated equipment owned by one of the Parties.

ARTICLE 2. EFFECTIVE DATE AND TERM

2.1 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance (without conditions, limitations, or qualifications that are unacceptable to either Party) for filing by any regulatory authority whose approval, authorization, or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authorities and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings. Both Parties agree that, to their knowledge, on the Effective Date there is no obligation for approval or authorization or acceptance for filing of this Agreement by any regulatory authority. The Parties further agree that to the extent any informational filing with the PUCT is applicable to this Agreement or to any amendment hereof, then such filing(s) with the PUCT will be made on behalf of both Parties by CPS Energy.

2.2 Subject to Section 2.1, this Agreement shall become effective on the Effective Date and will remain in effect until terminated by mutual consent of both Parties.

2.3 Upon termination of this Agreement, and subject to any requirements imposed by law, regulation, ERCOT, or NERC, neither Party shall disconnect any Points of Interconnection as defined in this Agreement and any attachments or amendments made thereto. The Parties agree to negotiate in good faith a new interconnection agreement, and failing a new agreement being entered into by the Parties effective upon the termination of this Agreement, the Parties agree to continue to operate on an interconnected basis consistent with ERCOT Requirements and Good Utility Practice.

ARTICLE 3. OBJECTIVE AND SCOPE

3.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties’ transmission and distribution systems will be interconnected and to identify the facilities provided by each Party at the Point(s) of Interconnection.

3.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein. This Agreement does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any delivery service, ancillary service or other miscellaneous service that either Party may desire from the other Party or any third party.

3.3 Except as otherwise provided in this Agreement, this Agreement, including all attached Exhibits and Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement; provided, however, the Parties acknowledge that in some cases they may enter into separate agreements regarding the construction, repair, upgrade, or demolition of certain facilities as contemplated by Section 4.4. Notwithstanding the foregoing provisions of this Section 3.3, the ERCOT Agreements are not affected by this Section 3.3, and are included as Exhibit C for the purpose of preservation and for further coordination purposes under this Agreement. Consistent with this Section 3.3, the following are expressly canceled and superseded by the terms and conditions of this Agreement:

(1) The letter agreement dated March 9, 2006, between David K. McMillan on behalf of FELPS and Frederick A. James on behalf of CPS Energy, regarding "Operation and maintenance of FELPS' 138-kV Transmission Line from 'Stockdale Tap' to the Sutherland Springs Substation (the FELPS line)";

(2) The letter agreement dated May 20, 2010, between David K. McMillan on behalf of FELPS and Richard Castrejana on behalf of CPS Energy regarding "Operation and maintenance of the Floresville, Eagle Creek, Falls City, Stockdale Road, Sutherland Springs Substations, and 138-kV Transmission Line from Stockdale Road to the Sutherland Springs Substation (the FELPS Line)";

(3) The letter agreement dated April 2, 2013, between Kyle Dicke on behalf of FELPS and Richard Castrejana on behalf of CPS Energy regarding "Operation and maintenance of the Floresville, Eagle Creek, Falls City, Stockdale Road, Sutherland Springs Substations, and 138-kV Transmission Line from Stockdale Road to the Sutherland Springs Substation (the FELPS Line)";

(4) The letter agreement dated December 10, 2013, between Kyle Dicke on behalf of FELPS and Richard Castrejana on behalf of CPS Energy regarding "Operation and maintenance of the Floresville, Eagle Creek, Falls City, Stockdale Road, Sutherland Springs Substations, and 138-kV Transmission Line from Stockdale Road to the Sutherland Springs Substation (the FELPS Line)."

The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces and supersedes all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement. For purposes of clarity, it is expressly understood and agreed that this Agreement does not affect or supersede in any way any wholesale power agreement that FELPS may have with any wholesale power supplier including CPS Energy or any other wholesale market services agreement.

ARTICLE 4. ESTABLISHMENT AND TERMINATION OF POINT(S) OF INTERCONNECTION

4.1 The Parties agree to comply with NERC Reliability Standards as they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions specified in Exhibit A (Terms and Conditions) hereto and as further described in Exhibit B (Facility Schedules). The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the System of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with the ERCOT Requirements. The Parties agree to cause their Systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code and any other applicable codes and standards in effect at the time of construction. Except as otherwise provided in the Facility Schedules or elsewhere in this Agreement, each Party will be responsible for the facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties or as ordered by a regulatory authority having jurisdiction thereof. The Parties shall enter into such agreements as the Parties mutually agree to address any related construction, repair, upgrade, or demolition activities. In addition, the Parties shall amend this Agreement to update Exhibit B to update Facility Schedules or add new Facility Schedules, as applicable. If the Parties are not able to agree as provided herein, the Parties agree that they will seek to resolve such disagreements in accordance with applicable ERCOT and PUCT processes or other available legal means.

4.5 If a new Point of Interconnection is desired by one Party, including a new substation, the other Party shall be notified in writing of 1) the need for a new Point of Interconnection; 2) the desired location of the new Point of Interconnection; 3) the designation of the new Point of Interconnection; 4) a description of the maximum demand desired; and 5) the date desired for commencement of service. Each Party will use commercially reasonable efforts in accordance with ERCOT Requirements and Good Utility Practice to provide an additional Point of Interconnection on the mutually agreed upon in-service date; however, each Party recognizes that completion of the Point of Interconnection by the mutually agreed upon in-service date is contingent upon the other Party's ability to acquire the necessary permits, regulatory approvals, property rights, rights-of-way, material and equipment sufficiently in

advance of the desired date for the construction and installation of facilities necessary to provide such service.

4.6 Subject to regulatory approval, if required, and unless otherwise mutually agreed, neither Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit B and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except as set forth in Section 4.4, or upon failure to cure a Default pursuant to Article 14 of this Agreement.

4.7 For facilities not specified in the Facility Schedules, or if either Party makes changes or additions to the facilities at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, ERCOT Requirements, the National Electrical Safety Code and any other applicable codes and standards in effect at the time of construction, and coordinated between the Parties.

ARTICLE 5. SYSTEM OPERATION, PLANNING AND MAINTENANCE

5.1 Unless otherwise provided by the Facility Schedules or elsewhere in this Agreement, each Party shall, at each Point of Interconnection, at its own risk and expense, operate, inspect and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own associated with each Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with the ERCOT Requirements, NERC Reliability Standards and Good Utility Practice.

5.2 Unless otherwise provided by the Facility Schedules or elsewhere in this Agreement, each Party, at its own sole cost and expense, will be responsible for the operation, maintenance and inspection of all facilities it owns now or hereafter may own associated with each Point of Interconnection.

5.3 Unless otherwise provided by the Facility Schedules or elsewhere in this Agreement, each Party shall operate the facilities within its System. Operational responsibility for facilities owned by one Party, but installed in another Party's substation or transmission line will be identified in the Facility Schedule for that particular Point of Interconnection.

5.4 During the term of this Agreement, the Parties will, consistent with Good Utility Practices, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time to the extent possible. Except as otherwise permitted by the terms of this Agreement, no changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on

the facilities they operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's System.

5.5 Each Party shall operate its own System in accordance with ERCOT Requirements.

5.6 Each Party will determine the operating limits of the facilities that it owns and make such limits known to the Party operating those facilities as needed, with exceptions noted in Exhibit B. The Party operating those facilities will not exceed those limits without prior approval of the Party owning the facilities. FELPS will utilize and follow the CPS Energy Facilities Rating Methodology for rating the 138kV transmission line from CPS Energy Stockdale Tap to the FELPS Sutherland Springs Substation.

5.7 The following are the currently effective ERCOT Agreements, which are attached hereto in Exhibit C:

- (1) CPS Energy serves as the FELPS agent under the Market Participation Agency Agreement effective January 1, 2001, regarding all actions required of FELPS under the ERCOT Protocols.
- (2) CPS Energy was named in the Transmission Operator Designation of June 6, 2011, and serves as FELPS' Designated Transmission Operator, pursuant to certain of the ERCOT Protocols and Operating Guides.

The parties agree to update Exhibit C as necessary as the attached ERCOT Agreements are from time to time either amended directly or superseded by new agreements or documents, and as new ERCOT agreements or similar documents are entered into which do not affect the attached ERCOT Agreements.

5.8 The following describes the general operational, planning, maintenance, and reporting that CPS Energy provides to FELPS and the respective responsibilities of each of the Parties pursuant to the ERCOT Agreements and this Agreement regarding the interconnected Systems:

- (1) CPS Energy will not ask FELPS personnel to operate any equipment of the NERC Bulk Electric System that CPS Energy owns. CPS Energy is the sole ERCOT Designated Transmission Operator for switching all elements of the NERC Bulk Electric System (transmission equipment) associated with the substations as specified in the Facility Schedules.
- (2) FELPS personnel may operate FELPS owned transformers, provided that, when FELPS is operating the circuit switches or secondary breakers, FELPS shall first communicate with the CPS Energy Transmission Operator in accordance with Section 10.2, Operational Notices.

- (3) CPS Energy is responsible for the following with regard to the interconnected transmission facilities of the Parties' Systems:
- A. Providing ERCOT the required operational and planning data, including, but not limited to, real time operational flows and the status of the interconnected transmission facilities of the Parties' Systems.
 - B. Providing ERCOT model configuration, naming, and numbering convention via the ERCOT Network Model Management System, including, but not limited to, substation name, transmission bus number, transmission equipment names, transmission equipment numbering, and normal operation configuration as required by ERCOT.
 - C. Coordinating with FELPS, or the FELPS designee, on any load shed obligations and load restoration priorities.
 - D. Acting as the sole transmission coordinator for:
 - i. Outages of the Stockdale Road to Sutherland Springs 138 kV transmission line via the ERCOT Outage Scheduler.
 - ii. The Real-Time Transmission Network Modeling of the Stockdale Road to Sutherland Springs 138 kV transmission line via the ERCOT Network Model Management System.
 - E. Serving as the primary reporting entity for FELPS transmission and substation facilities, as listed in Exhibit B, required to be reported to DOE, NERC, and ERCOT, and providing copies of such reports to FELPS, which includes, but is not limited to, the following (as they are currently entitled or denominated, and any subsequent revisions, renaming, or redenominating):
 - i. DOE Form OE-417;
 - ii. NERC PRC-004, Analysis and Mitigation of Transmission and Generation Protection System Misoperations (quarterly submittal);
 - iii. NERC EOP-004, Event Reporting;
 - iv. Applicable NERC MOD standards;
 - v. Other ERCOT Transmission Planning modeling requirements;
 - vi. NERC TADS (Transmission Availability Data System) reporting for Stockdale Road to Sutherland Springs 138 kV transmission line; and
 - vii. The ERCOT Annual Load Data Request (ALDR), in coordination with FELPS.

ARTICLE 6. RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

6.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing, exchanging, installing, maintaining, or operating, or causing to be installed, maintained or operated, any or all of the equipment, apparatus, and devices owned by such other Party that is

located on such premises or for the purpose of performing any work necessary in the performance of this Agreement. Any such installation, maintenance, and operation to be performed that may have an effect on the other Parties System, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

6.2 Unless otherwise agreed in writing, any and all facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be owned by and remain the property of the Party installing such facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning such facilities placed or installed on the premises of the other Party, shall have the right 1) to sell such facilities to the other Party, if the other Party wishes to purchase such facilities, or 2) to enter the premises of the other Party and, within a reasonable time, remove such facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, facilities of a Party that are installed on the premises of the other Party are neither sold to the other Party nor removed by the owning Party within a reasonable time, such facilities shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

6.3 Each Party shall clearly mark their respective facilities with appropriate ownership identification, consistent with ERCOT standard facility identification numbering or nomenclature where applicable.

6.4 See Section 10.4 for facility entry and exit contact notification.

ARTICLE 7. METERING AND RECORDS

All metering equipment shall be selected, installed, tested, operated, and maintained by the Party owning such metering equipment in accordance with Good Utility Practice and ERCOT Requirements.

ARTICLE 8. COMMUNICATION AND TELEMETERING FACILITIES

8.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its System.

8.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice and the ERCOT Requirements.

ARTICLE 9. INDEMNIFICATION

TO THE EXTENT PERMITTED BY LAW AND ONLY TO THE EXTENT RESULTING FROM A PARTY'S NEGLIGENCE OR OTHER FAULT IN THE

DESIGN, CONSTRUCTION, OR OPERATION OF ITS FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, SUCH PARTY SHALL (I) ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY THE OTHER PARTY AGAINST, ANY AND ALL MONETARY LOSSES SUFFERED BY THE OTHER PARTY OR DAMAGE TO SUCH OTHER PARTY'S PROPERTY, AND (II) INDEMNIFY THE OTHER PARTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AGAINST THIRD PERSONS' CLAIMS (AND SUCH INDEMNIFIED PERSON'S COSTS AND EXPENSES OF DEFENSE THEREOF) FOR INJURY TO OR DEATH OF ANY PERSON, DAMAGE TO PROPERTY OF ANY THIRD PERSON, OR DISRUPTION OF THE BUSINESS OF ANY THIRD PERSON. NOTHING IN THIS ARTICLE WILL CREATE AN OBLIGATION TO ASSUME, OR INDEMNIFY A PERSON FOR, (I) A PARTY'S COSTS AND EXPENSES, COURT COSTS, OR ATTORNEY FEES INCURRED IN PROSECUTING OR DEFENDING AN ACTION AGAINST THE OTHER PARTY, (II) DAMAGES FOR DISRUPTION OF THE OTHER PARTY'S BUSINESS, OR (III) AMOUNTS PAID BY THE OTHER PARTY IN SETTLEMENT OF CLAIMS; PROVIDED, HOWEVER, THAT THE LIMITATIONS OF LIABILITY SET FORTH IN (I) AND (II) SHALL NOT APPLY TO AN INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THIS ARTICLE DOES NOT CREATE A LIABILITY ON THE PART OF EITHER PARTY TO A THIRD PERSON, BUT REQUIRES INDEMNIFICATION TO THE EXTENT SET FORTH HEREIN WHERE SUCH LIABILITY EXISTS. THIS ARTICLE WILL NOT BE APPLIED TO CREATE AN INDEMNIFICATION OBLIGATION THAT IS IN EXCESS OF ANY CONTRIBUTION OBLIGATION A PARTY HAS UNDER CHAPTER 33 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

ARTICLE 10. NOTICES

10.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing in the manner described herein. Any such notice may be given by personal delivery to the Party entitled thereto by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

Floresville Electric Light and Power System

Attn: General Manager
Address: P.O. Box 218
Floresville, TX 78114
Office: (830) 216-7000, ext. 257
Email: interconnect@felps.us

CPS Energy

Attn: Senior Director, Transmission and Substation
Address: 145 Navarro
P.O. Box 1771
San Antonio, Texas 78296
Office: (210) 353-3557
Email: FELPSInterconnect@cpsenergy.com

10.2 Notices of an operational nature shall be forwarded to the designee listed below for each Party and shall be deemed properly given if delivered in writing in the manner described herein or provided verbally and confirmed in writing subsequently within a reasonable time period (but in any event no later than three (3) business days). Any such notice may be given by personal delivery to the Party entitled thereto by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

Floresville Electric Light and Power System

Attn: Executive Manager of Operations and Design
Address: P.O. Box 218
Floresville, TX 78114
Office: (830) 216-7000, x-274
Email: interconnect@felps.us

CPS Energy

Attn: Senior Manager of Operations and Reliability
Address: 145 Navarro
P.O. Box 1771
San Antonio, Texas 78296
Office: (210) 353-3403
Email: FELPSInterconnect@cpsenergy.com

10.3 Notices of a maintenance nature shall be forwarded to the designee listed below for each Party and shall be deemed properly given if delivered in writing in the manner described herein. Any such notice may be given by personal delivery to the Party entitled thereto by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

Floresville Electric Light and Power System

Attn: Executive Manager of Operations and Design
Address: P.O. Box 218
Floresville, TX 78114
Office: (830) 216-7000, x-274
Email: interconnect@felps.us

CPS Energy

Attn: Manager, Substation Maintenance
Address: P.O. Box 1771
San Antonio, Texas 78296
Office: (210) 353-5665
Email: FELPSInterconnect@cpsenergy.com

10.4 Each Party shall contact the other Party by telephone prior to entering and after exiting the substations covered by this Agreement, at:

Floresville Electric Light and Power System

7 AM to 5 PM: (830) 216-7000 ext. 245
5 PM to 7 AM: (830) 391-1702

CPS Energy

(210) 353-4299

10.5 The above listed names, titles, telephone numbers, and addresses of either Party may be changed upon written notification to the other Party.

ARTICLE 11. SUCCESSORS AND ASSIGNS

11.1 Subject to the provisions of Section 11.2, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

11.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its System, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor to all or a substantial portion of the Party's transmission business; to any affiliate of the assigning Party with an equal or greater credit rating; to any distribution service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements.

11.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other

than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE 12. GOVERNING LAW AND REGULATION

12.1 **THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCEPT AS TO MATTERS EXCLUSIVELY CONTROLLED BY THE CONSTITUTION AND STATUTES OF THE UNITED STATES OF AMERICA.** This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.

12.2 This Agreement and all obligations hereunder are subject to the applicable requirements of any regulatory authority having jurisdiction over the Parties or over this Agreement including any amendments hereof.

12.3 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term, and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement by providing sixty (60) days prior written notice of such election to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

12.4 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties; provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, then, subject to any requirements imposed by law, regulation, ERCOT, or NERC, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE 13. FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or a curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities ("Force Majeure") and neither Party shall be liable to the other for damages that result from such a Force Majeure event. In the event of the occurrence of an event of Force Majeure, the affected Party shall notify the other

Party of such Force Majeure as soon as reasonably possible after the determination that an event of Force Majeure has occurred. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE 14. TERMINATION ON DEFAULT

14.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement.. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 14.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist.

14.2 If a Default is not cured as provided in this Article, the non-defaulting Party shall have the right, subject to any requirements imposed by law, regulation, ERCOT, or NERC, to terminate this Agreement by giving not less than sixty (60) days prior written notice of such termination, and thereafter 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 Article will survive termination of this Agreement.

14.3 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical System or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

15.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE TYPE OF DAMAGES, LOSSES, COSTS, OR EXPENSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, OR COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. THE LIMITATIONS OF LIABILITY SET

FORTH IN THIS SECTION 15.2 ARE NOT INTENDED TO, AND SHALL NOT IN ANY MANNER, LIMIT OR QUALIFY THE LIABILITIES AND OBLIGATIONS OF THE PARTIES UNDER ANY OTHER AGREEMENTS BETWEEN THE PARTIES.

15.3 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements. Both Parties to this Agreement represent that there is no agreement or other obligation binding upon it which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

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

15.5 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

15.6 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument. The signatories to this Agreement represent and warrant that they have all due authority to execute this Agreement on behalf of their respective Parties.

EXHIBIT B: FACILITY SCHEDULES

| FACILITY SCHEDULE NO. | NAME OF POINT(S) OF INTERCONNECTION (# of Points) | INTERCONNECTION VOLTAGE (KV) | EFFECTIVE DATE* |
|--------------------------------------|--|---|----------------------------|
| 1 | Eagle Creek Substation (2) | 138 | January 1, 2016 |
| 2 | Floresville Substation (3) | 138 | January 1, 2016 |
| 3 | Sutherland Springs Substation (2) | 138 | January 1, 2016 |
| 4 | Falls City Substation (1) | 138 | January 1, 2016 |
| 5 | Stockdale Road – Sutherland Springs Transmission Line (2) | 138 | January 1, 2016 |
| 6 | Distribution Tie-Point (1) | 13.8 | January 1, 2016 |

*** These dates do not reflect the date that the Points of Interconnection were physically established, but instead reflect the effective date of the original Agreement or a subsequent amendment for a particular point of interconnection.**

FACILITY SCHEDULE NO. 1

- 1. Name: Eagle Creek Substation**
- 2. Facility Location:** 14852 FM 775, Floresville, TX 78114
- 3. Points of Interconnection:** There are two Points of Interconnection, which occur as follows: (1) Between switch 01G31 and circuit switcher EC1CS; and (2) Between switch 02G31 and circuit switcher EC2CS.
- 4. Delivery Voltage:** 138 kV
- 5. Metering (voltage, losses adjustment due to metering location):** Metered voltage is 13.8 kV with loss adjustment provided.
- 6. Normal Operation of Interconnection:** Closed
- 7. One-Line Diagram Attached:** Yes
- 8. Description of Facilities Owned or Controlled by Each Party:**
 - A. FELPS owns or controls the following facilities:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, switches and distribution infrastructure downstream of the lightning arresters located immediately downstream of switches 01G31 and 02G31 and the protective relaying associated with that equipment.
 - ii. FELPS control house equipment that is contained within the same shared control house facilities as CPS Energy and is identified as the Differential Relaying panels for Transformer #1 and Transformer #2, Secondary Breaker Relay panels and the Recloser Control panels. FELPS also owns their own DC system within the control house which includes two battery sets, a battery charger and a DC panel for control power to their relay panels.
 - B. CPS Energy owns or controls all equipment, with the exception of that listed under 8.A, including, but not limited to, the following:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, and switches upstream of the lightning arresters located immediately downstream of and including switches 01G31 and 02G31 and the protective relaying associated with that equipment.
 - ii. The line control house and associated ancillary equipment (e.g., DC System, AC System, HVAC equipment, etc.).
 - iii. The grounding system for the substation, substation fencing, gravel and other appurtenances.

9. Operational Responsibilities of Each Party: Each Party is responsible for the operation of the facilities it owns or controls.

10. Maintenance Responsibilities of Each Party: Each Party maintains the facilities it owns or controls.

11. Cost Responsibility: Each Party shall be responsible for all cost it incurs associated with facilities it owns or controls at, connected to, or associated with, the Point of Interconnection, including, but not limited to, cost associated with ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.

12. Other Terms and Conditions:

- A.** For purposes of the ERCOT Requirements, and subject to Section 5.8 of this Agreement, CPS Energy is the sole ERCOT Designated Transmission Operator for switching all elements of the NERC Bulk Electric System (transmission equipment) associated with the Eagle Creek substation.
- B.** Each Party will provide to the other Party its as-built drawings of the facilities in the substation within a reasonable time upon a request by the requesting party. Should future revisions or updates be made to such drawings, the Party making such revisions or updates shall provide the other Party with revised as-built drawings.

Eagle Creek Substation One Line Diagram



FACILITY SCHEDULE NO. 2

- 1. Name: Floresville Substation**
- 2. Facility Location:** 1609 A St., Floresville, TX 78114
- 3. Points of Interconnection:** There are four Points of Interconnection, which occur as follows: (1) Between switch 01C31 and circuit switcher FV-H1B; (2) Between switch 02C31 and circuit switcher FV-H2B; (3) Between switch 03C31 and circuit switcher FV-H3B; and (4) Between switch 04C31 and the Tap for Mobile Unit.
- 4. Delivery Voltage:** 138 kV
- 5. Metering (voltage, losses adjustment due to metering location):** Metered voltage is 13.8 kV with loss adjustment provided.
- 6. Normal Operation of Interconnection:** Closed
- 7. One-Line Diagram Attached:** Yes
- 8. Description of Facilities Owned or Controlled by Each Party:**
 - A. FELPS owns or controls the following facilities:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, switches and distribution infrastructure downstream of switches 01C31, 02C31, 03C31 and 04C31, as well as, the protective relaying associated with that equipment.
 - ii. FELPS control house equipment is contained within their own FELPS owned and supported control house separate from CPS Energy's control house.
 - iii. The approximately 45 foot communications tower, and the associated communications equipment.
 - B. CPS Energy owns or controls all equipment, with the exception of that listed under 8.A, including, but not limited to, the following:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, switches and distribution infrastructure upstream of and including switches 01C31, 02C31, 03C31 and 04C31, as well as, the protective relaying associated with that equipment.
 - ii. The line control house and associated ancillary equipment (e.g., DC System, AC System, HVAC equipment, etc.).
 - iii. The grounding system for the substation, substation fencing, gravel and other appurtenances.

9. Operational Responsibilities of Each Party: Each Party is responsible for the operation of the facilities it owns or controls.

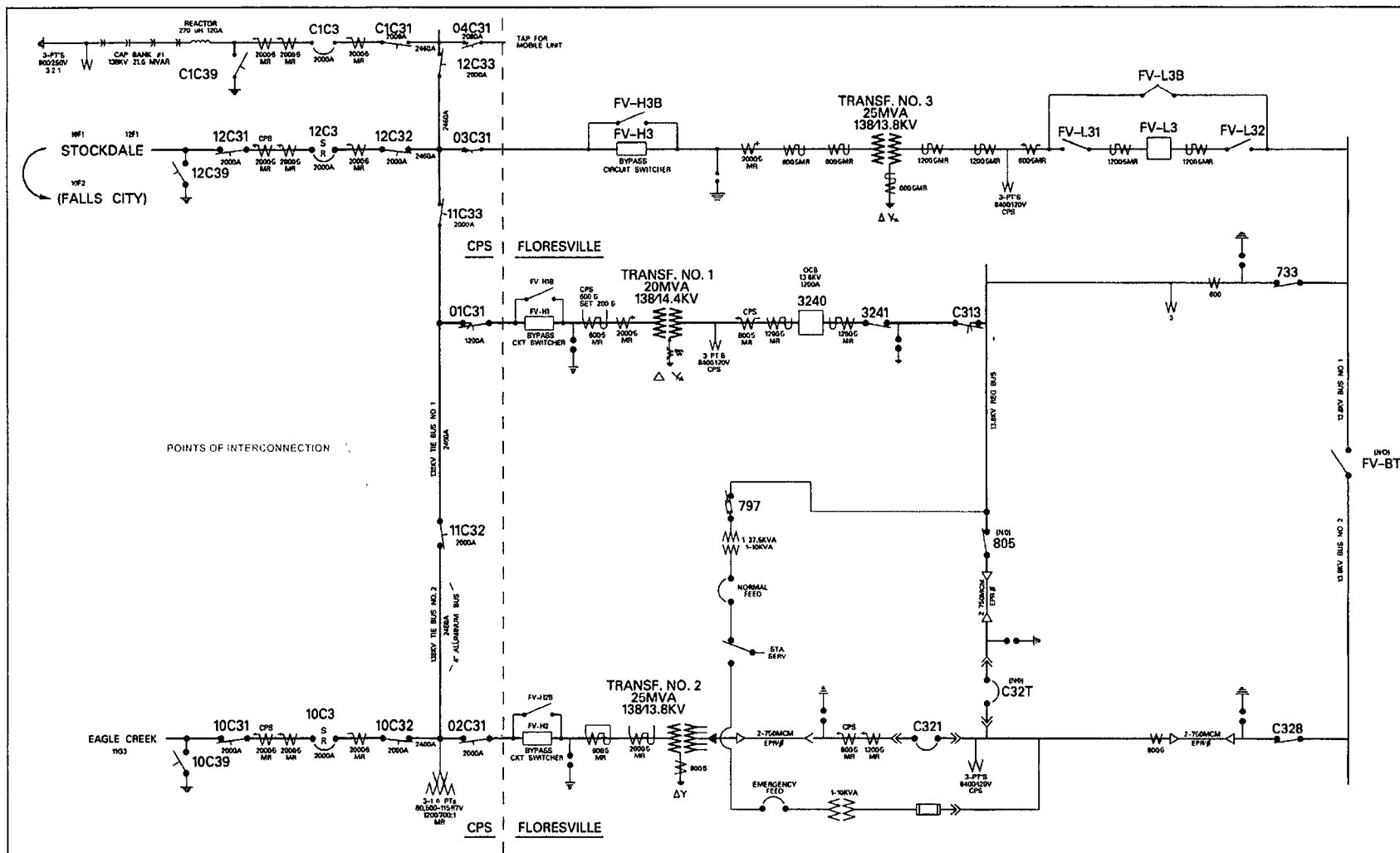
10. Maintenance Responsibilities of Each Party: Each Party maintains the facilities it owns or controls.

11. Cost Responsibility: Each Party shall be responsible for all cost it incurs associated with facilities it owns or controls at, connected to, or associated with, the Point of Interconnection, including, but not limited to, cost associated with ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.

12. Other Terms and Conditions:

- A. For purposes of the ERCOT Requirements, and subject to Section 5.8 of this Agreement, CPS Energy is the sole ERCOT Designated Transmission Operator for switching all elements of the NERC Bulk Electric System (transmission equipment) associated with the Floresville substation.
- B. Each Party will provide to the other Party its as-built drawings of the facilities in the substation within a reasonable time upon a request by the requesting party. Should future revisions or updates be made to such drawings, the Party making such revisions or updates shall provide the other Party with revised as-built drawings.

FACILITY SCHEDULE NO. 2 (continued) **Floresville Substation One Line Diagram**



FACILITY SCHEDULE NO. 3

- 1. Name: Sutherland Springs Substation**
- 2. Facility Location:** 7570 FM 539, Sutherland Springs, TX 78161
- 3. Points of Interconnection:** There are three Points of Interconnection, which occur as follows: (1) Between switch 01O91 and circuit switcher SS-H1; (2) Between switch 02O91 and circuit switcher SS-H2; and (3) At switch 03O91.
- 4. Delivery Voltage:** 138 kV
- 5. Metering (voltage, losses adjustment due to metering location):** Metered voltage is 13.8 kV with loss adjustment provided.
- 6. Normal Operation of Interconnection:** Closed
- 7. One-Line Diagram Attached:** Yes
- 8. Description of Facilities Owned or Controlled by Each Party:**
 - A. FELPS owns or controls the following facilities:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, switches and distribution infrastructure downstream of switches 01O91, 02O91 and 03O91, as well as, the protective relaying associated with that equipment.
 - ii. FELPS control house equipment that is contained within the shared control house and are identified as the Recloser Control panels.
 - iii. The approximately 300 foot communications tower, and the associated communications building and ancillary equipment (e.g., generator and propane tank).
 - B. CPS Energy owns or controls all equipment, with the exception of that listed under 8.A, including, but not limited to, the following:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, and switches upstream of and including switches 01O91, 02O91 and 03O91, as well as, the protective relaying associated with that equipment.
 - ii. The line control house and associated ancillary equipment (e.g., DC System, AC System, HVAC equipment, etc.).
 - iii. The grounding system for the substation, substation fencing, gravel and other appurtenances.
- 9. Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the facilities it owns or controls.

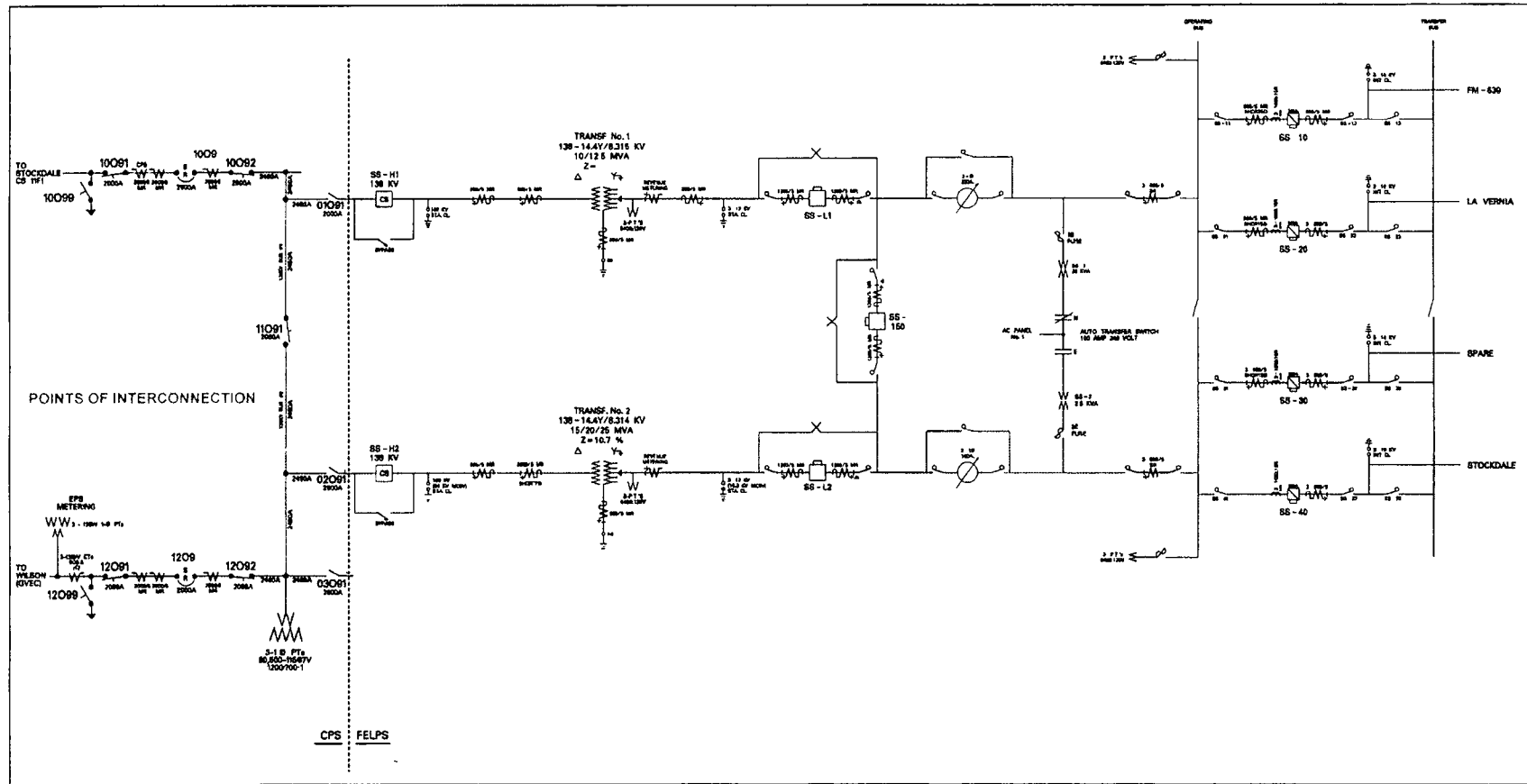
10. Maintenance Responsibilities of Each Party: Each Party maintains the facilities it owns or controls.

11. Cost Responsibility: Each Party shall be responsible for all cost it incurs associated with facilities it owns or controls at, connected to, or associated with, the Point of Interconnection, including, but not limited to, cost associated with ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.

12. Other Terms and Conditions:

- A. For purposes of the ERCOT Requirements, and subject to Section 5.8 of this Agreement, CPS Energy is the sole ERCOT Designated Transmission Operator for switching all elements of the NERC Bulk Electric System (transmission equipment) associated with the Sutherland Springs substation.
- B. Each Party will provide to the other Party its as-built drawings of the facilities in the substation within a reasonable time upon a request by the requesting party. Should future revisions or updates be made to such drawings, the Party making such revisions or updates shall provide the other Party with revised as-built drawings.

FACILITY SCHEDULE NO. 3 (continued) **Sutherland Springs Substation One Line Diagram**

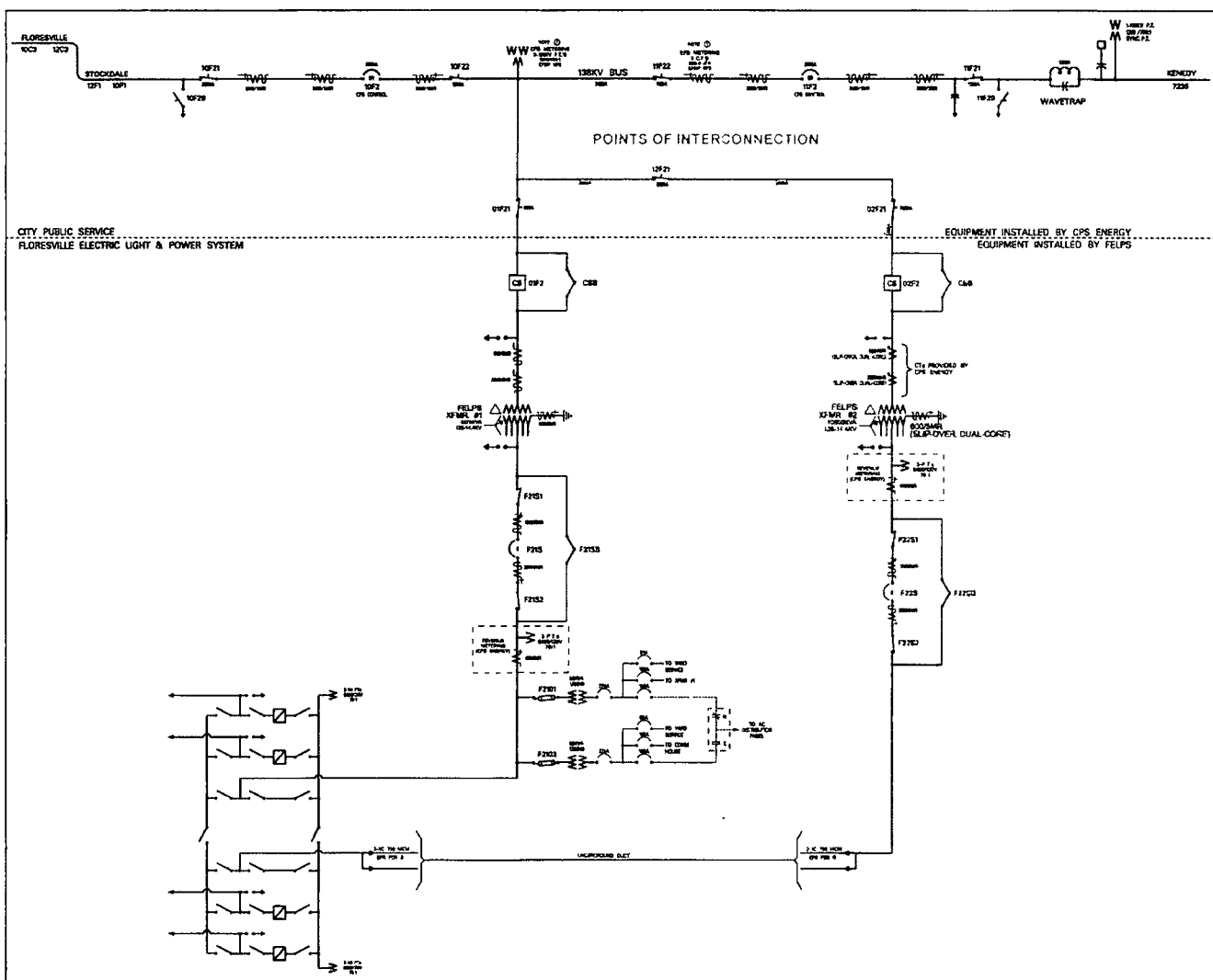


FACILITY SCHEDULE NO. 4

- 1. Name: Falls City Substation**
- 2. Facility Location:** 3609 County Road 228, Falls City, TX 78113
- 3. Points of Interconnection:** There are two Points of Interconnection, which occur as follows: (1) Between switch 01F21 and circuit switcher 01F2; and (2) Between switch 02F21 and circuit switcher 02F2.
- 4. Delivery Voltage:** 138 kV
- 5. Metering (voltage, losses adjustment due to metering location):** Metered voltage is 13.8 kV with loss adjustment provided.
- 6. Normal Operation of Interconnection:** Closed
- 7. One-Line Diagram Attached:** Yes
- 8. Description of Facilities Owned or Controlled by Each Party:**
 - A. FELPS owns or controls the following facilities:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, switches and distribution infrastructure downstream of switches 01F21 and 02F21, as well as, the protective relaying associated with that equipment.
 - ii. FELPS control house equipment that is contained within the same shared control house facilities as CPS Energy and is identified as the Differential Relaying panel for Transformer #1, Secondary Breaker#1 Relay panel, the Differential Relaying panel for Transformer #2, Secondary Breaker#2 Relay panel and the Recloser Control panels.
 - iii. The approximately 75 foot communications tower, and the associated communications equipment.
 - B. CPS Energy owns or controls all equipment, with the exception of that listed under 8.A, including, but not limited to, the following:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, and switches upstream of and including switches 01F21 and 02F21, as well as, the protective relaying associated with that equipment.
 - ii. The line control house and associated ancillary equipment (e.g., DC System, AC System, HVAC equipment, etc.).
 - iii. The grounding system for the substation, substation fencing, gravel and other appurtenances.

- 9. Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the facilities it owns or controls.
- 10. Maintenance Responsibilities of Each Party:** Each Party maintains the facilities it owns or controls.
- 11. Cost Responsibility:** Each Party shall be responsible for all cost it incurs associated with facilities it owns or controls at, connected to, or associated with, the Point of Interconnection, including, but not limited to, cost associated with ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.
- 12. Other Terms and Conditions:**
- A.** For purposes of the ERCOT Requirements, and subject to Section 5.8 of this Agreement, CPS Energy is the sole ERCOT Designated Transmission Operator for switching all elements of the NERC Bulk Electric System (transmission equipment) associated with the Falls City substation.
 - B.** Each Party will provide to the other Party its as-built drawings of the facilities in the substation within a reasonable time upon a request by the requesting party. Should future revisions or updates be made to such drawings, the Party making such revisions or updates shall provide the other Party with revised as-built drawings.

FACILITY SCHEDULE NO. 4 (continued)
Falls City Substation One Line Diagram



FACILITY SCHEDULE NO. 5

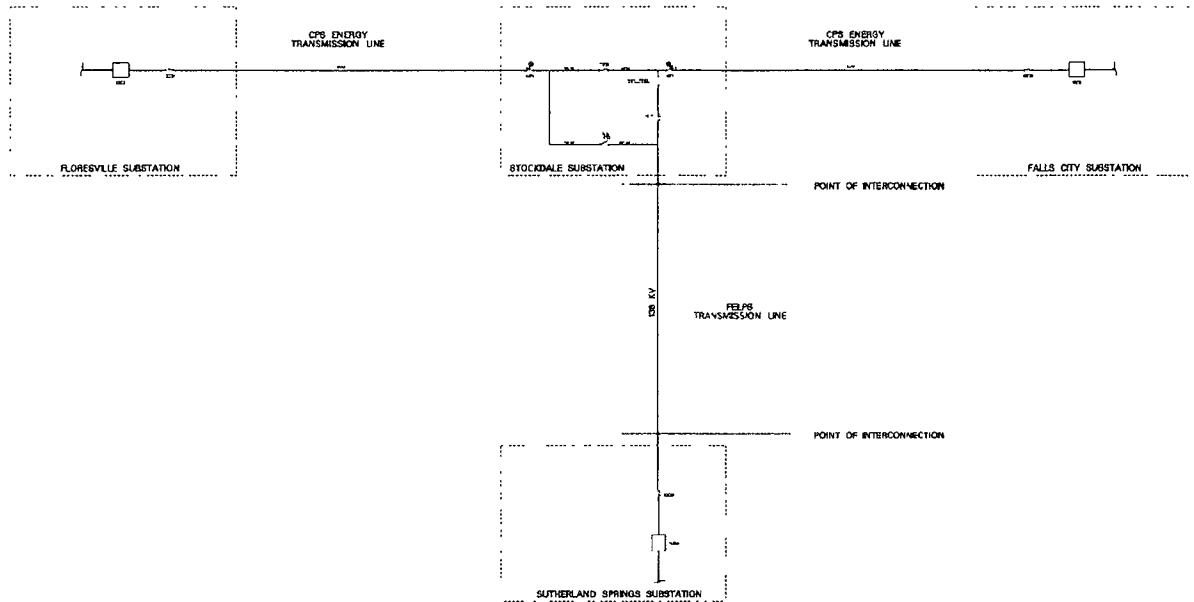
- 1. Name: Stockdale Road to Sutherland Springs Transmission Line**
- 2. Facility Location:** Between the Stockdale Road substation and the Sutherland Springs Substation. The Stockdale Road substation is located at 2701 B Street, Floresville, TX 78114. (It should be noted that the Stockdale Road to Sutherland Springs Transmission Line is a looped facility due to the 138 kV transmission line from the Sutherland Springs Substation to the Wilson substation of Guadalupe Valley Electric Cooperative, Inc.).
- 3. Points of Interconnection:** The two Points of Interconnection occur as follows: (1) CPS Energy owns the equipment from the Stockdale Road substation terminal to Dead-End Structure #1039437 and (2) CPS Energy owns the equipment from the Sutherland Springs terminal to Dead-End Structure #1001341. FELPS owns the equipment between these two points.
- 4. Delivery Voltage:** 138 kV
- 5. Metering (voltage, losses adjustment due to metering location):** N/A
- 6. Normal Operation of Interconnection:** Closed
- 7. One-Line Diagram Attached:** Yes
- 8. Description of Facilities Owned or Controlled by Each Party:**
 - A. FELPS owns the following facilities:**
 - i. Approximately 12 circuit miles of 138 kV transmission line between CPS Energy's Stockdale Road substation and CPS Energy's Sutherland Springs substation at the Points of Interconnection, and the associated right of way, structures, conductors, insulators, connectors and hardware.
 - B. CPS Energy owns or controls the following facilities:**
 - i. All bus, structures, conductors, insulators, connectors, breakers, instrument transformers, switches and protective relaying associated with the transmission line up to the Points of Interconnection.
- 9. Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the facilities it owns or controls.
- 10. Maintenance Responsibilities of Each Party:** Each Party maintains the facilities it owns or controls.

11. Cost Responsibility: Each Party shall be responsible for all cost it incurs associated with facilities it owns or controls at, connected to, or associated with, the Point of Interconnection, including, but not limited to, cost associated with ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.

12. Other Terms and Conditions:

- A. Each Party will provide to the other Party its as-built drawings of the facilities in the substation within a reasonable time upon a request by the requesting party. Should future revisions or updates be made to such drawings, the Party making such revisions or updates shall provide the other Party with revised as-built drawings.

FACILITY SCHEDULE NO. 5 (continued) **Stockdale Road to Sutherland Springs Transmission Line**



FACILITY SCHEDULE NO. 6

- 1. Name: Distribution Tie-Point**
- 2. Facility Location:** N/A
- 3. Point of Interconnection:** Point of Interconnection occurs at Pole # PL543809 (Primary Switch # P-4004) located near the intersection of Old Corpus Christi Rd and Gillette Road in Elmendorf, TX.
- 4. Delivery Voltage:** 13.8 kV
- 5. Metering (voltage, losses adjustment due to metering location):** Metered voltage is 13.8 kV. Loss adjustment is not applicable.
- 6. Normal Operation of Interconnection:** Open
- 7. One-Line Diagram Attached:** Yes
- 8. Description of Facilities Owned or Controlled by Each Party:**
 - A. FELPS owns or controls the following facilities:**
 - i. Distribution circuit leading to the normally open switch at Pole # PL543809 (Primary Switch # P-4004.
 - B. CPS Energy owns or controls the following facilities:**
 - i. Distribution circuit, meter and switch located at Pole # PL543809 (Primary Switch # P-4004.
- 9. Operational Responsibilities of Each Party:** Each Party is responsible for the operation of the facilities it owns or controls.
- 10. Maintenance Responsibilities of Each Party:** Each Party maintains the facilities it owns or controls.
- 11. Cost Responsibility:** Each Party shall be responsible for all cost it incurs associated with facilities it owns or controls at, connected to, or associated with, the Point of Interconnection, including, but not limited to, cost associated with ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities.
- 12. Other Terms and Conditions:**
None

FACILITY SCHEDULE NO. 6 (continued)
Distribution Tie-Point

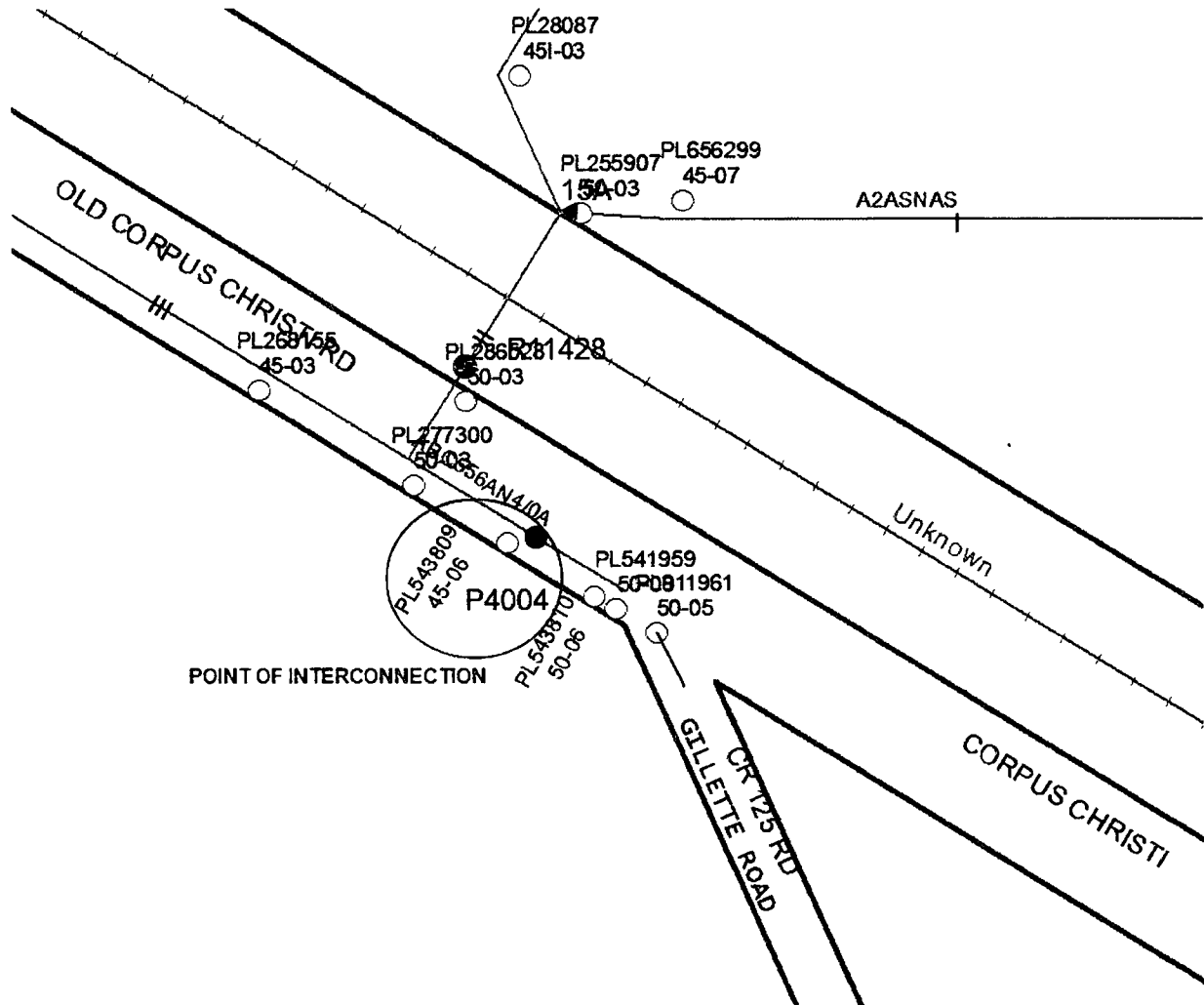


EXHIBIT C: ERCOT AGREEMENTS

| NAME OF AGREEMENT | EFFECTIVE DATE* | COMMENTS |
|---------------------------------------|------------------------|--|
| Market Participation Agency Agreement | January 1, 2001 | Designating CPS Energy as FELPS agent for ERCOT Protocol matters |
| Transmission Operator Designation | June 6, 2011 | Designating CPS Energy as the Transmission Operator for certain ERCOT Operating Guides and Protocols |

*** It is assumed that the execution date is the effective date if an effective date is not expressly provided for.**

Market Participation Agency Agreement

This Market Participation Agency Agreement ("Agreement"), effective as of January 1, 2001 ("Effective Date"), is entered into by and among City of San Antonio, acting by and through City Public Service Board, a municipally owned utility created pursuant to Tex. Gov't. Code § 1502.070 and its predecessor statute ("Agent") and Floresville Electric Light and Power System, a municipally-owned utility created pursuant to the laws of the State of Texas ("Principal") and Electric Reliability Council of Texas Inc., a Texas non-profit corporation ("ERCOT").

In consideration of the mutual covenants and promises contained herein, the parties to this agreement hereby agree as follows:

1. "ERCOT Protocols" shall mean the document adopted by ERCOT, including any attachments or exhibits referenced in that document, as amended from time to time, that contains the scheduling, operation, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT. Definitions contained in the ERCOT Protocols shall apply to this Agreement.

2. Principal is a (mark all entity types that apply): ☒ Transmission and/or Distribution Service Provider
☐ Resource Entity
☒ Load Servicing Entity

3. Principal agrees that Agent has the authority to act on Principal's behalf for any activity governed by the ERCOT Protocols and agrees to be bound by Agent's acts as if Principal had performed such acts.

4. Agent agrees to perform on Principal's behalf, or coordinate with Principal for the performance of, all actions that are required of Principal under the ERCOT Protocols.

5. With respect to any activity that would be required of Principal under the ERCOT Protocols, ERCOT agrees to communicate with Agent and to allow Agent's performance of such activity on behalf of Principal.

6. Agent represents and warrants that it is executed or will timely execute and maintain any agreements required by the ERCOT Protocols of Agent acting on its own behalf. Agent further represents and warrants that it has executed or will timely execute and maintain any agreements required by the ERCOT Protocols of Principal (i.e., for all entity types above). Agent and Principal further agree that, during the term of this Agreement, Agent may act on behalf of Principal under such agreements as though Principal had executed such agreements.

7. This agreement is effective as of the Effective Date and may be terminated by any party upon 30 days written notice to all other parties.

Notices under this agreement shall be delivered to the parties at the addresses specified below in accordance with the notice procedures set forth in the Standard Form Transmission and/or Distribution Service Provider Agreement in the ERCOT Protocols.

Each person whose signature appears below represents and warrants that he or she has authority to bind the party on whose behalf he or she has executed this Agreement. Executed and Agreed:

| | | |
|---|---|---|
| ERCOT: Signed: <u>[Signature]</u> Printed Name: <u>Sam R. Jones</u> Position/Title: <u>Chief Operating Officer</u> Date: <u>3/2/01</u> Address: 7200 North MoPac Expwy. #260 Austin, Texas 78731-2563 | Agent: Signed: <u>[Signature]</u> Printed Name: <u>Jamie A. Rochelle</u> Position/Title: <u>Gen. Mgr. & CEO</u> Date: <u>January 17, 2001</u> Address: P.O. Box 1771 San Antonio, Texas 78298 | Principal: Signed: <u>[Signature]</u> Printed Name: <u>David K. McMillan</u> Position/Title: <u>Gen. Mgr.</u> Date: <u>January 17, 2001</u> Address: 400 Fourth Street Floresville, Texas 78114 |
|---|---|---|



Date Received: _____

Transmission Operator Designation

Acknowledgment of Transmission Service Provider (TSP) and/or Distribution Service Provider (DSP) Designation of Transmission Operator (TO) in Compliance with Operating Guides

The Market Participant (MP) below has named the TSP and/or DSP below as its designated TO, per Operating Guides Section 1, definition of Transmission Operator, with authority for operation of the MP's Transmission Facilities and/or interconnection(s) within the ERCOT System. This also serves to designate the TO as the TSP and/or DSP's "agent" as referred to in ERCOT Protocols, Section 6.5.7.8 Dispatch, and Section 6.5.9.4.2 EEA Levels.

The MP's designated TO hereby acknowledges that it meets the TO's requirements and responsibilities per Operating Guides Section 3.7, Transmission Operators, and that it shall be responsible for the MP's operation of Transmission Facilities and/or interconnection(s) within the ERCOT System, pursuant to the ERCOT Protocols and Operating Guides.

Any revisions made to the TO Designation form shall be approved by ERCOT.

Effective date for such representation is: _____

Acknowledgment by Market Participant registered as TSP and/or DSP:

| | |
|--|---|
| Signature of AR for TSP/DSP: | |
| Printed Name of AR: | David K. McMillan |
| Email Address of AR: | dmcmlila@felpsia.net |
| Date: | 06/06/11 |
| Name of TSP/DSP: | Floresville Electric Light & Power System |
| DUNS No. of TSP/DSP: | 00-894-8374 |
| Designating Self as Transmission Operator (Yes/No) | No |

Acknowledgment by Market Participant providing TO Services (Designee):

| | |
|------------------------------|-----------------|
| Signature of AR for TSP/DSP: | |
| Printed Name of AR: | TRIEU VO |
| Email Address of AR: | tvu@cps-ems.com |
| Date: | 06/06/2011 |
| Name of Designated TSP/DSP: | CPS Energy |
| DUNS of Designated TSP/DSP: | 0079360734800 |

*** Effective date may represent historical relationship or pending revision or capability of TSP designee's capability of providing Transmission Operator services. ERCOT will notify the parties of the actual effective date if later than designated on this form.*

ERCOT Transmission Operator Designation
May 2011

ERCOT Confidential – Upon MP Information Entry

**ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

BY AND BETWEEN

OLD HICKORY SOLAR LLC

AND

THE CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, TX (CPS ENERGY)

DATED: June 30, 2020

TABLE OF CONTENTS

| | |
|---|----|
| GENERATION INTERCONNECTION AGREEMENT | 3 |
| EXHIBIT "A": TERMS AND CONDITIONS..... | 4 |
| ARTICLE 1. DEFINITIONS..... | 4 |
| ARTICLE 2. TERMINATION..... | 6 |
| ARTICLE 3. REGULATORY FILINGS..... | 7 |
| ARTICLE 4. ENGINEERING, PROCUREMENT, AND CONSTRUCTION..... | 8 |
| ARTICLE 5. FACILITIES AND EQUIPMENT..... | 11 |
| ARTICLE 6. OPERATION AND MAINTENANCE..... | 14 |
| ARTICLE 7. DATA REQUIREMENTS..... | 16 |
| ARTICLE 8. PERFORMANCE OBLIGATION..... | 17 |
| ARTICLE 9. INSURANCE..... | 18 |
| ARTICLE 10. MISCELLANEOUS..... | 21 |
| EXHIBIT "B": TIME SCHEDULE..... | 28 |
| EXHIBIT "C": INTERCONNECTION DETAILS..... | 29 |
| EXHIBIT "C1": POINT OF INTERCONNECTION DETAILS..... | 32 |
| EXHIBIT "C2": TIF ONE-LINE DIAGARM..... | 33 |
| EXHIBIT "D": SECURITY ARRANGEMENT DETAILS..... | 34 |
| EXHIBIT "E": NOTICE INFORMATION..... | 36 |

GENERATION INTERCONNECTION AGREEMENT

This Generation Interconnection Agreement ("Agreement") is made and entered into on 06/30/2020 ("Effective Date"), by and between the City of San Antonio, Texas, acting by and through the City Public Service Board ("CPS Energy") and Old Hickory Solar LLC ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

CPS Energy represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. "Generator" represents that it will own and operate the Plant, unless and until this Agreement is assigned pursuant to its terms and conditions. Pursuant to the terms and conditions of this Agreement, CPS Energy shall interconnect "Generator's" Plant with CPS Energy's System, as set forth herein.

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


This Agreement shall become effective on the Effective Date 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" attached hereto as Exhibit "A"; and
- B. The "Time Schedule" attached hereto as Exhibit "B"; and
- C. The "Interconnection Details" attached hereto as Exhibit "C"; and
- D. The "Security Arrangement Details" attached hereto as Exhibit "D".
- E. The "Notice Information" attached hereto as Exhibit "E".
- F. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements conflict with this Agreement, the ERCOT Requirements shall prevail)

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.

CITY OF SAN ANTONIO, TEXAS,
ACTING BY AND THROUGH THE
CITY PUBLIC SERVICE BOARD

By: 
Print: Paul Barham
Title: Sr. Vice President
Energy Delivery Services
Date: 7/1/2020

OLD HICKORY SOLAR LLC

By: *Blake Rasmussen*
Print: Blake Rasmussen
Title: Authorized Signatory
Date: 06/30/2020

EXHIBIT "A": TERMS AND CONDITIONS

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" shall mean the date on which "Generator" declares that the construction of the Plant has been substantially completed, Trial Operation of the Plant has been completed, and the Plant is ready for dispatch.
- 1.3 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5 or its successor.
- 1.4 "ERCOT" shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.
- 1.5 "ERCOT Requirements" shall mean the ERCOT Nodal Protocols, ERCOT Nodal Operating Guide, ERCOT Planning Guide, other ERCOT Binding Documents, and any other documents adopted by ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT, all of which are 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 "Generator", and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of CPS Energy.
- 1.6 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor, and demonstrated through the facility study portion of the Full Interconnection Study report.
- 1.7 "Facilities Study Agreement" shall mean an agreement executed by the Parties relating to the mutually agreed upon full interconnection study scope.
- 1.8 "Full Interconnection Study" shall mean the studies performed, pursuant to the Facilities Study Agreement, consisting of a steady-state study, a short-circuit study, a transient-stability study and a Facilities Study.
- 1.9 "GIF" shall mean the Generator's interconnection facilities as described in Exhibit "C".
- 1.10 "Good Utility Practice" shall have the meaning described in PUCT Rule 25.5 or its successor.

- 1.11 “Governmental Authority(ies)” shall mean any federal, state, local or municipal body having jurisdiction over a Party.
- 1.12 “In-Service Date” shall be the date, as reflected in Exhibit “B,” that the TIF will be ready to connect to the GIF, provided that the In-Service Date may be modified pursuant to this Agreement.
- 1.13 “ISO” shall mean the ERCOT Independent System Operator.
- 1.14 “NERC” shall mean the North American Electric Reliability Corporation or its successor in function.
- 1.15 “NERC Requirements” shall mean those applicable requirements in NERC reliability standards relating to the interconnection and operation of generators and transmission systems.
- 1.16 “Plant” shall mean the electric generation facility owned and operated by “Generator”, as specified in Exhibit “C.”
- 1.17 “Point of Interconnection” shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit “C” of this Agreement.
- 1.18 “PUCT” shall mean the Public Utility Commission of Texas or its successor in function.
- 1.19 “PUCT Rules” shall mean the Substantive Rules of the PUCT.
- 1.20 “Reasonable Efforts” shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.191(d) and 25.198(e)).
- 1.21 “System Protection Equipment” shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit “C”.
- 1.22 “System Security Screening Study” shall have the meaning as described in PUCT Rule 25.198(c) or its successor.
- 1.23 “TIF” shall mean the TSP’s interconnection facilities as described in Exhibit “C” to this Agreement.
- 1.24 “Trial Operation” shall mean the process by which “Generator” is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.
- 1.25 “TSP” shall mean the Transmission Service Provider (CPS Energy).
- 1.26 “TSP System” shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by CPS Energy.

ARTICLE 2. TERMINATION

- 2.1 Termination Procedures. This Agreement may be terminated as follows:
- A. “Generator” may terminate this Agreement after giving CPS Energy thirty (30) days advance written notice; or
 - B. CPS Energy may terminate this Agreement after thirty (30) days advance written notice to “Generator”, if “Generator’s” Plant has not achieved Commercial Operation within one (1) year after the scheduled Commercial Operation date reflected in Exhibit “B”; or
 - C. CPS Energy may terminate this Agreement in accordance with Section 4.6; or
 - D. Either Party may terminate this Agreement in accordance with Section 10.6.
- 2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, “Generator” shall pay all costs incurred (or irrevocably committed to be incurred) by CPS Energy, including any cancellation costs relating to orders or contracts, in association with interconnection of the GIF and construction of the TIF, as of the date of the other Party’s receipt of such notice of termination, except if this Agreement is terminated by either Party in accordance with Section 10.6 by reasons of the other Party’s default. In the event of termination by either Party, both 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, the Parties will disconnect the GIF from the TIF.

ARTICLE 3. REGULATORY FILINGS

- 3.1 Filing. CPS Energy shall file this executed Agreement with the appropriate Governmental Authority, if required. Any portions of this Agreement asserted by “Generator” to contain competitively sensitive commercial or financial information shall be filed by CPS Energy and identified as “confidential” under seal stating, for CPS Energy’s showing of good cause, that “Generator” asserts such information is confidential information and has requested such filing under seal. If requested by CPS Energy, “Generator” shall provide to CPS Energy, in writing, “Generator’s” basis for asserting that the information referred to in this Article 3 is competitively sensitive information, and CPS Energy may disclose such writing to the appropriate Governmental Authority.
- 3.2 Regulatory Approvals. Unless exempt, CPS Energy 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. ENGINEERING, PROCUREMENT, AND CONSTRUCTION

- 4.1 Options. CPS Energy shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit “B”. Subject to the pre-existing superior real property rights and interests of third persons and subject to the requirements of Section 6.2, “Generator” shall acquire all necessary ROW property and switchyard property necessary for the interconnection of the GIF and for construction of the TIF and will furnish to CPS Energy any rights of use, licenses, rights of way, and easements to the extent necessary to enable CPS Energy to obtain appropriate land rights (including ingress and egress) to install, construct, own, operate, repair, maintain, and demolish any of the TIF, and to otherwise perform its obligations under this Agreement. CPS Energy is responsible for costs associated with owning the necessary property. CPS Energy is hereby given the contractual right to enter upon the lands owned or controlled by “Generator” or any of its affiliates on a temporary basis as necessary to enable CPS Energy to perform its obligations under this Agreement. CPS Energy will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as CPS Energy 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. CPS Energy 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 and NERC Requirements. In the event CPS Energy reasonably expects that it will not be able to complete the TIF by the In-Service Date, CPS Energy will promptly provide written notice to “Generator” and will undertake Reasonable Efforts to meet the earliest date thereafter.
- 4.2 Equipment Procurement. CPS Energy shall commence design of the TIF and procure necessary equipment within a reasonable time after all the following conditions are satisfied:
- A. CPS Energy has completed the Facilities Study pursuant to the Facilities Study Agreement; and

- B. CPS Energy has received written authorization to proceed with design and procurement from “Generator” by the date specified in Exhibit “B”; and
- C. “Generator” has provided financial security to CPS Energy in accordance with Section 8.3.

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

- A. “Generator” shall obtain approval of the appropriate Governmental Authority for any facilities requiring regulatory approval;
- B. Any necessary real property rights have been obtained and transferred or otherwise granted to CPS Energy;
- C. CPS Energy has received written authorization to proceed with construction from “Generator” by the date specified in Exhibit “B; and
- D. “Generator” has provided financial security to CPS Energy in accordance with Section 8.3.

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

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and “Generator” fails to satisfy any of its conditions precedent under Sections 4.1, 4.2 and 4.3 such that CPS Energy may not meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF.

4.6 Suspension. “Generator” shall have the right, upon written notice to CPS Energy, to suspend at any time all work and activities by CPS Energy under this Agreement, with the condition that the TSP System shall be left in a safe and reliable condition in accordance with Good Utility Practice and CPS Energy’s safety and reliability criteria. In such event,

CPS Energy shall suspend work and activities as requested, and “Generator” shall be responsible for all reasonable and necessary costs which CPS Energy incurs as a direct result of suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the TSP System during such suspension. CPS Energy will provide “Generator” with documentation outlining any such costs after receiving notice of suspension and all necessary work has been performed. CPS Energy shall use commercially reasonable efforts to minimize such costs. If “Generator”, subsequent to any such suspension notice, requests CPS Energy to resume work and activities under this Agreement, CPS Energy shall thereafter resume such work and activities under this Agreement. In the event “Generator” suspends work and/or activities by CPS Energy pursuant to this Section 4.6, and has not requested CPS Energy to recommence the work or has not itself recommenced work required under this Agreement on or before the expiration of three (3) years following commencement of such suspension, CPS Energy shall have the right to terminate this Agreement. The three (3) year period referenced in the preceding sentence shall begin on the date the suspension is requested.

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. "Generator" agrees to cause the GIF to be designed and constructed in accordance with Good Utility Practice, ERCOT and NERC Requirements and the National Electrical Safety Code in effect at the time of construction. Within one-hundred and twenty (120) days after Commercial Operation, unless the Parties agree on another mutually acceptable deadline, "Generator" shall deliver to CPS Energy 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, generator unit control models, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with "Generator's" main-power transformers, the facilities connecting the Plant to the main power transformers and the GIF.
- 5.3 TIF Construction. CPS Energy agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT and NERC 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 either Party makes equipment changes to the Plant, the GIF, or the TIF which may affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with ERCOT and NERC 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 and NERC Requirements.

- B. The Point of Interconnection metering and telemetry equipment shall be owned by CPS Energy.
- C. CPS Energy will provide reasonable notice to “Generator” of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. “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.
- D. Scheduling for 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 Party must be mutually agreed to by the Parties.
- E. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention of and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT and NERC Requirements.

5.6 System Protection and Other Controls Requirements.

- A. Each Party will install System Protection Equipment in accordance with ERCOT and NERC Requirements. “Generator” will be responsible to install all ERCOT Generation Resource Owner Requirements. “Generator” will provide fault disconnecting equipment to provide primary protection of the “Generator” owned main power transformers.
- B. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT and NERC Requirements. Each Party will provide reasonable notice to the other Party of any testing of its System Protection Equipment, allowing such other Party the opportunity to have representatives present during testing of its System Protection Equipment.
- C. Prior to the In-Service Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals described in ERCOT or NERC Requirements, if so defined therein, each

Party shall perform both calibration and functional trip tests of its System Protection Equipment and any other testing as required of each respective Party by ERCOT or NERC. These tests do not require the tripping of any in-service generation unit.

- 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 and NERC Requirements, PUCT Rules and all applicable laws and regulations. Subject to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair or replacement of its 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 CPS Energy and “Generator” and will be conducted in accordance with ERCOT and NERC Requirements.
- 6.2 Land Rights and Easements. Terms and conditions addressing the rights of CPS Energy and “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 Parties (or such other instruments as the Parties may agree). Prior to Commercial Operation, the Parties will mutually agree upon procedures to govern access to each other’s property as necessary for the Parties to fulfill their obligations under this Agreement.
- 6.3 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give CPS Energy the right to disconnect the TSP System from the Plant under the conditions specified therein. “Generator” will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules, ERCOT and NERC Requirements. In the event of disconnection of the Plant (excluding protection system interruptions) in accordance with this Section 6.3, CPS Energy will, when reasonably practicable, promptly provide “Generator” with written notice thereof including an explanation of the actions taken and reasons therefore.
- 6.4 Switching and Clearance. Any switching or clearances needed on the TIF or the GIF will be done in accordance with ERCOT and NERC Requirements.

- 6.5 *Start-Up and Synchronization.* Consistent with ERCOT and NERC Requirements and the Parties' mutually acceptable procedure, "Generator" is responsible for the proper synchronization of the Plant to the TSP System.
- 6.6 *Black-Start Operations.* If the Plant is capable of black-start operations, "Generator" will coordinate individual Plant start-up procedures consistent with ERCOT and NERC Requirements. Any black-start operations shall be conducted in accordance with the black-start criteria included in the ERCOT and NERC Requirements and CPS Energy's black-start plan on file with ERCOT. Notwithstanding this section, "Generator" is not required to have black-start capability by virtue of this Agreement. If "Generator" will have black-start capability, then "Generator" shall provide and maintain an emergency communication system that will interface with CPS Energy during a black-start condition.
- 6.7 *Power System Stabilizers.* "Generator" shall procure, install, maintain and operate power system stabilizers if required to meet ERCOT and NERC Requirements.

ARTICLE 7. DATA REQUIREMENTS

- 7.1 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, “Generator” shall provide CPS Energy any data changes, to include generator unit control planning models, due to equipment replacement, repair, or adjustment. CPS Energy shall provide “Generator” any data changes due to equipment replacement, repair, or adjustment in the directly connected switchyard or any adjacent CPS Energy-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.
- 7.2 Initial Data Submission by CPS Energy. CPS Energy shall provide relevant data to “Generator” by no later than 120 days prior to Trial Operation, including transmission system data necessary to allow the Generator to select equipment and meet any system protection and stability requirements.

ARTICLE 8. PERFORMANCE OBLIGATION

- 8.1 "Generator's" Cost Responsibility. "Generator" will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense. In addition, the Generator may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C," if any, in accordance with PUCT Rules.
- 8.2 CPS Energy's Cost Responsibility. CPS Energy will acquire, own, construct, design, procure, install, repair, operate, test, and maintain the TIF at its expense, subject to the provisions of Section 4.1 and the contribution in aid of construction provisions of Section 8.1 of this Agreement.
- 8.3 Financial Security Arrangements. CPS Energy requires "Generator" provide a deposit, parent guarantee, a letter of credit, or other acceptable form of financial security investment grade or better that is deemed acceptable by CPS Energy in an amount equal to the costs of planning, licensing, procuring equipment and materials, and constructing the TIF, prior to the notice to proceed with design and procurement date specified in Exhibit "B". The deposit, parent guarantee, letter or credit, or other acceptable financial security (as applicable) provided by "Generator" is intended to cover termination costs that may be owed by "Generator" pursuant to Section 2.2. Within a reasonable time after the Plant achieves Commercial Operation, CPS Energy shall return or release the security to "Generator".

ARTICLE 9. INSURANCE

9.1 Upon "Generator" providing notice to proceed with design and procurement date specified in Exhibit "B", each Party shall, at its own expense, maintain in force throughout the period of this Agreement and until released by the other Party the following minimum insurance coverage, with insurers authorized to do business in Texas:

- A. Employer's 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 premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification), products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, 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. Excess Public 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 Excess Public Liability Insurance policies shall name the

other Party, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days advance written notice to the Other Party Group prior to the anniversary date of cancellation or any material change in coverage or condition.

- F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public 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 Excess Public 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 execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.
- 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.
- D. Each Party agrees to abide by, Presidential Executive Order 13920, signed May 1, 2020, prohibiting certain transactions involving bulk-power system electric equipment developed, manufactured or supplied by a foreign adversary.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either 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 Party or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Full Interconnection Study report 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, electronic mail or fax to the address or number identified on Exhibit "D" attached to this Agreement. Either Party may change the notice information on Exhibit "D" by giving five business days written notice prior to the effective date of the change.

10.5 *Force Majeure.*

- A. The term "Force Majeure" as used herein shall mean causes or events beyond the reasonable control of, and without the fault or negligence of, the Party claiming a Force Majeure event, including, without limitation, acts of God or the public enemy; sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes or volcanoes; sabotage; vandalism beyond that which could reasonably be prevented by the Party claiming the Force Majeure event; terrorism; war; blockade; insurrection; riots; fire; explosion; pandemic or epidemic; extreme or severe weather conditions; national, regional or local strikes, lockouts and other labor disputes other than those involving only employees of "Generator" or of its contractors with respect to the Plant; or Governmental Delays. Force Majeure shall not be based on (i) lack of financial resources of a Party; (ii) material cost increases in commodities or labor; (iii) changes in currency exchange rates or other economic difficulties unless such economic difficulties were themselves caused solely by a Force Majeure event; (iv) the unavailability of equipment which would have been avoided by compliance with Good Utility Practice by the Party claiming the Force Majeure event; (v) changes in market conditions that affect the price of energy, capacity or credits; (vi) the loss of either Party's markets; (vii) "Generator's" inability to use the Plant economically; or (viii) increased cost of performance by CPS Energy. For purposes of this section 10.5A, "Governmental Delay" means, despite commercially reasonable efforts of a Party and absent such Party's negligence or fault, delays in the issuance of any permits for the Plant due solely to action or inaction of a Governmental Authority.
- B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such

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

10.6 Default

- A. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 30 days, the defaulting Party shall commence such cure within 30 days after 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 the Plant by “Generator” shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving CPS Energy the right to immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. “Generator” will not be prohibited by this Section from interconnecting the Plant with facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not “public utilities” under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.
- 10.8 *No Third Party Beneficiaries.* This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 10.9 *No Waiver.* The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by “Generator” shall not constitute a waiver of “Generator’s” legal rights to obtain an interconnection from CPS Energy 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 either Party. Neither Party shall 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 Party.
- 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 Party 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 authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to the Generator under a proposed loan agreement. The TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by 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 the Generator. Specifically, upon the written request of one Party, the other Party 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 PUCT Rule 25.202(b)(2) or its successor shall govern this Agreement.
- 10.16 Consequential Damages. IN NO EVENT SHALL EITHER 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 OTHER 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 either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party who has an equal or greater credit rating as the assigning Party or who provides security as required by 8.3, and who has the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that “Generator” shall have the right to assign this Agreement, with the consent of CPS Energy, for collateral security purposes to aid in providing financing for the Plant, provided that “Generator” will require any secured party, trustee or mortgagee to notify CPS Energy of any such assignment. Any financing arrangement entered into by “Generator” pursuant to this Section 10.17 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 CPS Energy of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section 10.17 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.
- 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), 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 Exhibit “D”, and payments shall be made as agreed upon by the Parties.

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

EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” must provide notice to proceed with design and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 10, 2020.**

Date by which “Generator” must provide notice to proceed with procurement and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **November 18, 2020.**

Date by which “Generator” must provide construction security, as specified in Section 4.3, so that CPS Energy may maintain schedule to meet the In-Service Date: **November 18, 2020.**

Date by which “Generator” must provide notice to commence construction and have complete civil work necessary to allow CPS Energy to access site and begin physical on-site work to maintain schedule to meet the In-Service Date: **February 15, 2021.**

In-Service Date: January 1, 2022

Trial Operation date: January 17, 2022

Commercial Operation date: May 15, 2022

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B, through an amendment to this Agreement. CPS Energy shall make Reasonable Efforts to obtain the ERCOT approvals necessary for TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement (“ERCOT Outage Approvals”). In the event CPS Energy is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes CPS Energy to obtain the ERCOT Outage Approvals, provided that CPS Energy shall continue to diligently pursue the ERCOT Outage Approvals.

EXHIBIT “C”: INTERCONNECTION DETAILS

1. **Name:** Old Hickory Solar (the “Plant”)
2. **Point of Interconnection Location:** The Point of Interconnection is located approximately 59 miles west of South Texas Project (STP) 345 kV switchyard on the 345 kV Elm Creek to STP transmission circuit 2 owned CPS Energy. The “Point of Interconnection” shown on Exhibit C1 shall be defined as the point at which the CPS Energy switchyard facilities are connected to the Generator facilities. This point is generally stated as the first four-hole pad reached on a CPS Energy owned piece of substation equipment, which is normally one of the EPS (revenue) metering instrument transformers.
3. **Delivery Voltage:** 345 kV (nominal)
4. **Number and Size of Generating Units:** The Plant is a photovoltaic facility with one Point of Interconnection to the grid. The Plant will consist of two three-phase generator main power transformers connected to approximately one-hundred and two-hundred and eighty (280) 0.84 MVA PV inverter arrays. The Plant nominal rating will be approximately 206 MW of AC power at the Point of Interconnection.
5. **Type of Generating Unit:** Photovoltaic
6. **Telemetry Equipment Inputs:** “Generator” shall provide and maintain telemetry originating at the Plant to CPS Energy.
7. **System Protection and Coordination at the Point of Interconnection:** At Generators cost, “Generator” will own, design, install, operate, maintain, and provide settings for protective devices at the “Generators” facilities for the protection scheme that protects the interconnection between the GIF and the TIF. CPS Energy will own, design, install, operate, maintain, and provide settings for protective devices at CPS Energy facilities for the protection scheme that protects the interconnection between the GIF and the TIF. “Generator” and CPS Energy will provide fully redundant protection systems. “Generator” interconnection protection shall use protective relays and devices compatible with CPS Energy protective relays and devices. CPS Energy reserves the right to specify relay types and setting requirements for interconnection with the CPS Energy BES. CPS Energy may require submittal of operational and relay one-line diagrams, relaying schematics, relay types, proposed settings and equipment short circuit parameters for review and approval.

The Parties will review the applicable protection settings to verify proper coordination between “Generator” and CPS Energy. If “Generator” or CPS Energy finds that any settings do not coordinate, “Generator” and CPS Energy agree to make changes so that settings coordinate. Once the Parties are satisfied that the settings coordinate, the Parties will provide each other an email or written statement stating that the protection system settings coordinate between the Parties. Once the plant is in operation, the Parties agree to notify each other in advance of any protection equipment, design, or setting changes that may impact the protection system coordination between the Parties. The Parties may request to review existing protection schemes and settings to verify continued coordination. Each Party should respond to the data request within 30 days.

8. **Generator Interconnection Facilities to be furnished by “Generator”:** At “Generator’s” cost, “Generator” will operate and maintain a complete generation facility including, but not limited to, inverter arrays, two three-winding main power transformers, protective devices, and other transformers and associated foundations, the terminating structure(s), all relays necessary for the protection, synchronization and coordination of the generators, generator auxiliary equipment and all facilities up to the Point of Interconnection, including 345 kV disconnect switches and/or breakers and ground grid connections.
9. **Site work and service to be furnished by “Generator”:**
 - All necessary county and state permits.
 - Geotechnical Testing (for foundation design and resistivity) in accordance to CPS Energy’s specifications.
 - “Generator” will build and compact the pad 2” below final grade in accordance to CPS Energy’s specifications.
 - The pad subgrade requirements and base thickness shall be in accordance with “Generator’s” geotechnical recommendations and with CPS Energy’s acceptance prior to and during construction.
 - Grading and Drainage design of the site must gain CPS Energy’s acceptance prior to finalizing the construction plans.

- Access road constructed with compacted base material in accordance with “Generator’s” Geotechnical recommendations and with CPS Energy’s acceptance prior to and during construction.
- “Generator” agrees to build and maintain the access road.

10. **Transmission Service Provider Interconnection Facilities to be furnished by CPS Energy:** At CPS Energy’s cost, CPS Energy shall own, construct, design, procure, install, repair, operate, test, and maintain the new 345 kV switchyard including, but not limited to, bus-work, supports, structures, ground grid covering the switchyard, security fencing surrounding the switchyard, circuit breakers, disconnect switches, Supervisory Control And Data Acquisition (SCADA) and ERCOT Polled Settlement (EPS) metering, telemetry and communication facilities, relays and other equipment necessary for protection and coordination, controls, and wiring all as necessary to provide an interconnection between “Generator’s” generation facilities and the TSP System. At CPS Energy’s cost, CPS Energy will own, construct, design, procure, install, repair, operate, test, and maintain the connection from CPS Energy’s equipment to the Point of Interconnection, to include all hardware assemblies associated with the connection from the GIF to the TIF that is owned by CPS Energy, such as the first 4-hole terminal pad along the connection from the TIF to the GIF that is owned by CPS Energy, such as a dead-end assembly, switch, instrument transformer, etc.
11. **Access to Transmission Service Provider Facilities:** “Generator” must coordinate with CPS Energy in order for “Generator” personnel to gain escorted access to the TIF.

EXHIBIT "C1": POINT OF INTERCONNECTION DETAILS

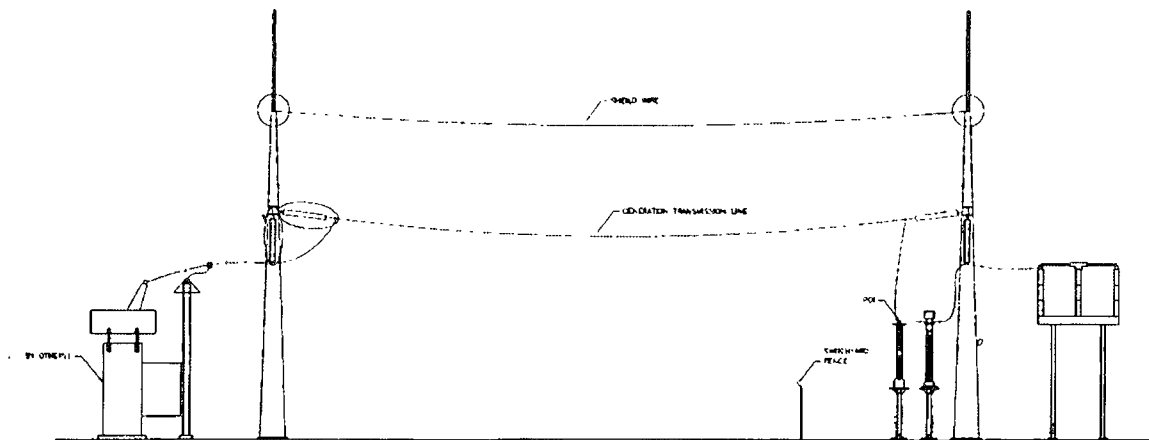


EXHIBIT "C2": TIF ONE-LINE DIAGARM

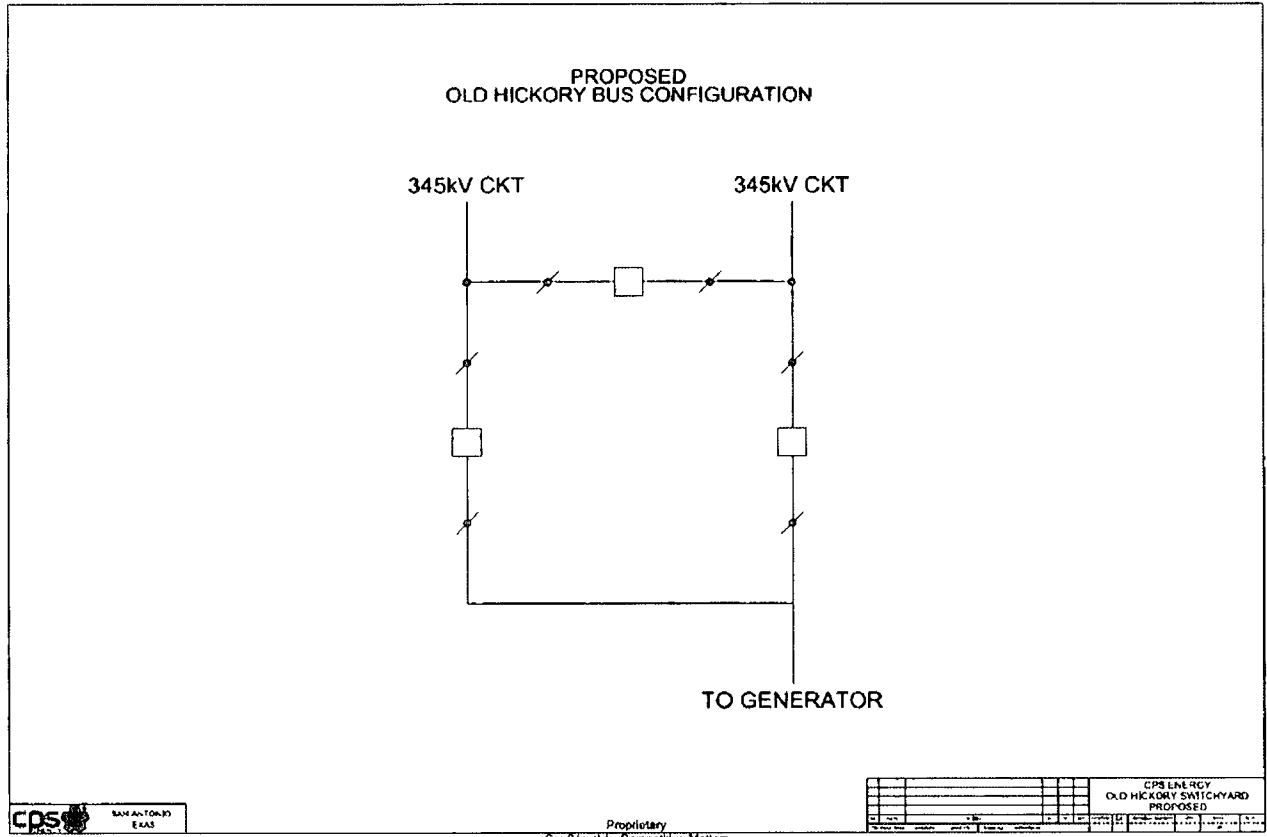


EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS

In accordance with the dates in Exhibit “B” Generator shall cause to be established pursuant to Section 8.3 of Exhibit “A”, and shall at all times through the earlier of (i) five (5) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the “Final Expiration Date”), cause to be maintained in full force and effect a Letter of Credit (as defined below) or other security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP in the amounts and for the periods set forth below.

Business Day means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

In accordance with Section 8.3 of Exhibit “A”, any repayment or return of such cash deposit shall include interest at a rate applicable to Federal Funds Effective Rate - the rate for that day opposite the caption “Federal Funds (Effective)” as set forth in the weekly statistical release designated as H.15 (519), or any successor publication, published by the of Governors of the Federal Reserve System, minus ½%.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

| Maximum Stated Amount | Effective Date | Expiration Date |
|--|-----------------------|---|
| Initial amount of \$1,328,642 for Design | August 10, 2020 | 5 business days after notification of commercial operations |
| Additional amount of 4,456,570 for Procurement to bring total to \$5,785,212 | November 18, 2020 | 5 business days after notification of commercial operations |
| Additional Amount of \$5,132,779 for Construction to bring Total to \$10,917,991 | November 18, 2020 | 5 business days after notification of commercial operations |

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

“Letter of Credit” shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank or a major foreign commercial bank with a U.S. branch office with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service.

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

EXHIBIT "E": NOTICE INFORMATION

| | |
|---|--|
| (a) All notices of an <u>operational nature</u> shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows: | |
| <p>If to</p> <p>Company Name: Old Hickory Solar LLC Attn: Address: City, State, Zip: 24 Hour Telephone: Operational/Confirmation Fax: E-mail:</p> | <p>If to</p> <p>Company Name: CPS Energy Attn: System Operations Shift Supervisor Address: 145 Navarro, P.O. Box 17771 City, State, Zip: San Antonio, TX 78296 24 Hour Telephone (210) 353-4362, ext.0 Operational/Confirmation Fax (210) 353-3949 E-mail ZDLyle@cpsenergy.com</p> |
| (b) Notices of an <u>administrative nature</u> : | |
| <p>If to</p> <p>Company Name: Old Hickory Solar LLC Attn: Address: 1088 Sansome Street City, State, Zip: San Francisco, CA 94111 Phone: E-mail:</p> | <p>If to</p> <p>Company Name: CPS Energy Attn: LeeRoy Perez Address: 145 Navarro, P.O. Box 17771 City, State, Zip: San Antonio, TX 78296 Telephone (210) 353-4976 E-mail LPerez@CPSEnergy.com</p> |
| (c) Notice for statement and billing purposes: | |
| <p>If to</p> <p>Company Name: Old Hickory Solar LLC Attn: Address: 1088 Sansome Street City, State, Zip: San Francisco, CA 94111 Phone: E-mail:</p> | <p>If to</p> <p>Company Name: CPS Energy Attn: Maricela Benavides Address: 145 Navarro, P.O. Box 17771 City, State, Zip: San Antonio, TX 78296 Telephone: (210) 353-2622 E-mail: MCBenavides@CPSEnergy.com</p> |
| (d) Notices of an ERCOT/NERC <u>compliance nature</u> : | |
| <p>If to</p> <p>Company Name: Old Hickory Solar LLC Attn: General Counsel Address: 1088 Sansome Street City, State, Zip: San Francisco, CA 94111 E-mail: generalcounsel@patternenergy.com</p> | <p>If to</p> <p>Company Name: CPS Energy Attn: Kenneth Bowen Address: 145 Navarro, P.O. Box 17771 City, State, Zip: San Antonio, TX 78296 Telephone: (210) 353-4142 E-mail: KBowen@CPSEnergy.com</p> |

FIRST AMENDMENT
TO
GENERATION INTERCONNECTION AGREEMENT

This First Amendment modifies Exhibit "B" and Exhibit "D" of the Interconnection Agreement ("Agreement"), dated June 30, 2020 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Old Hickory Solar LLC. This First Amendment is made and entered into on **November 18**, 2020 ("Effective Date") between CPS Energy and Old Hickory Solar LLC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "B" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

2. Exhibit "D" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "D" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms and exhibits.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in several counterparts, each of which shall be deemed an original, but all shall constitute one and the same instrument.

THE CITY OF SAN ANTONIO ACTING BY
AND THROUGH THE CITY PUBLIC
SERVICE BOARD (CPS ENERGY)

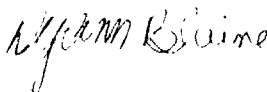
By: Paul Barham

Name: Paul Barham, P.E.

Title: Senior Vice President
Energy Delivery Services

Date: 11/19/2020

OLD HICKORY SOLAR LLC

By: 

Name: Dyann Blaine

Title: Authorized Signatory

Date: Nov 18, 2020

EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” must provide notice to proceed with design and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 10, 2020.**

Date by which “Generator” must provide notice to proceed with procurement and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **February 01, 2021.**

Date by which “Generator” must provide construction security, as specified in Section 4.3, so that CPS Energy may maintain schedule to meet the In-Service Date: **February 01, 2021.**

Date by which “Generator” must provide notice to commence construction and have complete civil work necessary to allow CPS Energy to access site and begin physical on-site work to maintain schedule to meet the In-Service Date: **May 03, 2021.**

In-Service Date: March 15, 2022

Trial Operation date: April 1, 2022

Commercial Operation date: July 29, 2022

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B, through an amendment to this Agreement. CPS Energy shall make Reasonable Efforts to obtain the ERCOT approvals necessary for TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement (“ERCOT Outage Approvals”). In the event CPS Energy is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes CPS Energy to obtain the ERCOT Outage Approvals, provided that CPS Energy shall continue to diligently pursue the ERCOT Outage Approvals.

EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS

In accordance with the dates in Exhibit “B” Generator shall cause to be established pursuant to Section 8.3 of Exhibit “A”, and shall at all times through the earlier of (i) five (5) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the “Final Expiration Date”), cause to be maintained in full force and effect a Letter of Credit (as defined below) or other security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP in the amounts and for the periods set forth below.

Business Day means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

In accordance with Section 8.3 of Exhibit “A”, any repayment or return of such cash deposit shall include interest at a rate applicable to Federal Funds Effective Rate - the rate for that day opposite the caption “Federal Funds (Effective)” as set forth in the weekly statistical release designated as H.15 (519), or any successor publication, published by the of Governors of the Federal Reserve System, minus ½%.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

| Maximum Stated Amount | Effective Date | Expiration Date |
|--|------------------|---|
| Initial amount of \$1,328,642 for Design | August 10, 2020 | 5 business days after notification of commercial operations |
| Additional amount of 4,456,570 for Procurement to bring total to \$5,785,212 | February 1, 2021 | 5 business days after notification of commercial operations |
| Additional Amount of \$5,132,779 for Construction to bring Total to \$10,917,991 | February 1, 2021 | 5 business days after notification of commercial operations |

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

“Letter of Credit” shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank or a major foreign commercial bank with a U.S. branch office with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service.

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

GENERATION INTERCONNECTION AGREEMENT

Between

OCI Alamo 1 LLC

and

The City of San Antonio, Texas Acting By and Through its City Public Service Board

for

Alamo 1 Solar PV Plant

January 24, 2013

GENERATION INTERCONNECTION AGREEMENT

This Generation Interconnection Agreement ("Agreement") is made and entered into this 24th day of January, 2013 ("Effective Date"), between the City of San Antonio, Texas acting by and through its City Public Service Board ("CPS Energy," "Transmission Service Provider," or "TSP") and OCI Alamo 1 LLC ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." 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. Generator represents that it will own and operate the Plant. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with the Facilities Study dated December 21, 2012.

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

This Agreement shall become effective on the Effective Date and shall continue in full force and effect until terminated in accordance with Exhibit "A".

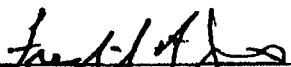
This Agreement will be subject to the following, all of which are incorporated herein:

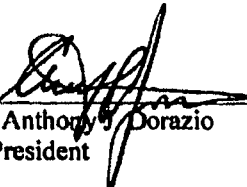
- A. The "Terms and Conditions of the Generation Interconnection Agreement" attached hereto as Exhibit "A";
- B. The ERCOT and/or NERC Requirements (unless expressly stated herein, where applicable ERCOT and/or NERC Requirements are in conflict with this Agreement, the applicable ERCOT and/or NERC Requirements shall prevail);
- C. The PUCT Rules (where applicable 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";

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.

THE CITY OF SAN ANTONIO,
acting by and through its City Public
Service Board

OCI ALAMO 1 LLC

By: 
Name: Frederick A. James
Title: Senior Vice-President, Energy Delivery Services

By: 
Name: Anthony J. Dorazio
Title: President

- 1.13 "NERC Requirements" shall mean those applicable requirements in NERC reliability standards relating to the interconnection and operation of generators and transmission systems as amended from time to time, and any successors thereto.
- 1.14 "Plant" shall mean the electric generation facility owned and operated by the Generator, as specified in Exhibit "C."
- 1.15 "Point of Interconnection" shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit "C" of this Agreement.
- 1.16 "PUCT" shall mean the Public Utility Commission of Texas.
- 1.17 "PUCT Rules" shall mean the Substantive Rules of the PUCT.
- 1.18 "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.196(e)).
- 1.19 "System Protection Equipment" shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit "C."
- 1.20 "System Security Study" shall have the meaning as described in PUCT Rule 25.198(f) or its successor.
- 1.21 "TCOS" shall mean the TSP's transmission cost of service as allowed by the applicable Governmental Authority.
- 1.22 "TIF" shall mean the TSP's interconnection facilities as described in Exhibit "C" to this Agreement.
- 1.23 "Trial Operation" shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.
- 1.24 "TSP" shall mean the Transmission Service Provider.
- 1.25 "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. the Generator may terminate this Agreement after giving the TSP thirty (30) days advance written notice; or
 - B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator's Plant has not achieved

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 and/or NERC Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

4.2 Equipment Procurement. The TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

- A. The TSP has completed the Facilities Study pursuant to the Facilities Study Agreement;
- B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit "B"; and
- C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

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

- A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
- B. Necessary real property rights, if any, have been obtained;
- C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B"; and
- D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates 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, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT and/or NERC 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 the Generator with metering and telemetry values in accordance with ERCOT and/or NERC 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 the 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. The 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 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 and both Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, the Control Area(s) in which the Plant and the TSP are located and the Generator. All acceptance tests will be performed consistent with ERCOT and/or NERC Requirements.

F. The TSP shall, in accordance with Good Utility Practice and ERCOT and/or NERC 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 Plant and the GIF with the TSP System. Such communication facilities shall be included in Exhibit "C."

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 Party must be mutually agreed to by the Parties.

H. Each Party will promptly advise the other Party 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 Party. The Party owning such equipment shall correct

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 and/or NERC 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 Party to perform periodic maintenance, repair or replacement of its 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 Plant and the TSP are located, and the Generator and will be conducted in accordance with ERCOT and/or NERC Requirements.

6.2 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and the 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 Parties. Prior to Commercial Operation, the Parties will mutually agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

6.3 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 Plant under the conditions specified therein. The Generator will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT and/or NERC Requirements. In the event of disconnection of the Plant (excluding protection system interruptions) in accordance with this Section 6.3, TSP will, when reasonably practicable, promptly provide Generator with written notice thereof including an explanation of the actions taken and reasons therefore.

6.4 Switching and Clearance.

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

B. Any switching and clearance procedure necessary to comply with Good Utility

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 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 Generator 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 Generator shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator 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 Party real-time and forecasted data as required by ERCOT and/or NERC Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plant or the TSP's System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records.

ARTICLE 8. PERFORMANCE OBLIGATION

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

extent normally available and a cross liability endorsement, 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. Excess Public 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 Excess Public Liability Insurance policies shall name the other Party, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and 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 Excess Public 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 Excess Public 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.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to the TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either 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 Party or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either 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. Either Party may change the notice information on Exhibit "D" by giving five business days written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean causes or events beyond the reasonable control of, and without the fault or negligence of, the Party claiming a Force Majeure event, including, without limitation, acts of God or the public enemy; sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes or volcanoes; sabotage; vandalism beyond that which could reasonably be prevented by the Party claiming the Force Majeure event; terrorism; war; blockade; insurrection; riots; fire; explosion; extreme or severe weather conditions; national, regional or local strikes, lockouts and other labor disputes other than those involving only employees of Generator or of its contractors with respect to the Plant; Governmental Delays. Force Majeure shall not be based on (i) lack of financial resources of a

a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 30 days, the defaulting Party shall commence such cure within 30 days after 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 the Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. The Generator will not be prohibited by this Section from interconnecting the Plant with facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not "public utilities" under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

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

10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of

Party 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 EITHER 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 OTHER 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 either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party 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 the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP 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.

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).

10.22 Financing.

A. Subject to the conditions in Section 10.17, Generator may without TSP's consent collaterally assign, encumber, pledge, or mortgage its rights hereunder for security of any indebtedness or similar financing obligation in favor of any person or entity providing financing or refinancing or for the Plant and/or such Person's designated agent (collectively, "Financing Parties"), and (i) upon giving notice to TSP of such pledge and mortgage, (A) the pledgee or mortgagee shall be entitled (but is not obligated), as between TSP and such party, to exercise all rights and remedies it may have with respect to this Agreement without the further consent of TSP, to receive a copy of any notice given by TSP or Generator pursuant to the terms hereof, and to deliver any notice permitted under this Agreement on Generator's behalf, and (B) TSP shall be entitled to assume the due authority of the pledgee or mortgagee in taking any action or authorizing any notice without the necessity of independently reviewing the pledge, mortgage, or other security instrument delivered by Generator to the pledgee or mortgagee and to accept performance by the pledgee or mortgagee of any duty or obligation of the Party hereunder, and (ii) upon giving TSP a copy of a trustee's deed, deed in lieu of foreclosure, or other instrument pursuant to which the pledgee, mortgagee, or other person or entity acquires legal title to this Agreement, (A) the pledgee, mortgagee, or other person or entity shall assume Generator's duties and obligations hereunder, provided, that the liability of any such pledgee or mortgagee under this Agreement following such assumption shall be limited to its interests under this Agreement, in the Plant and in the security posted pursuant to Section 8.3, and (B) subject to the satisfaction

Exhibit "B"
Time Schedule

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

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: Effective Date

In - Service Date(s): August 16, 2013

Scheduled Trial Operation Date: October 4, 2013

Scheduled Commercial Operation Date: October 22, 2013

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B. TSP shall make its commercial best efforts to obtain the ERCOT approvals necessary for the TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement ("ERCOT Outage Approvals"). In the event TSP is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes TSP to obtain the ERCOT Outage Approvals, provided that TSP shall continue to diligently pursue the ERCOT Outage Approvals and in no event shall such extension exceed ninety (90) days after the relevant original Time Schedule date.

SURGE PROTECTION

CPS Energy Switchyard Equipment: Station Arrestors 108 kV

OCI Collector System Substation Equipment: per applicable IEEE/ANSI standards

Determined in accordance with R2.1.4 of CPS Energy Facility Connection Requirements.

SYSTEM PROTECTION & COORDINATION

The protection scheme for the interconnection of the OCI Alamo 1 GSU to the CPS Energy transmission switchyard shall be:

Switchyard Bus to GSU Interconnection

CPS Energy will be responsible for the protection scheme protecting the bus interconnection between OCI's GSU and the CPS Energy transmission switchyard ring bus. This protection will consist of Primary and Backup bus differential schemes. Each protection scheme will have lockouts for tripping and locking out the CPS Energy switchyard interconnecting breakers and OCI low-voltage GSU breakers. This protection will be owned and maintained by CPS Energy. OCI will provide two (2) C800, 2000/5 current transformers from the GSU 138 kV terminals that overlaps OCI's GSU transformer differential protection.

Primary Bus Protection: SEL-487B

Protective Functions: Low Impedance Bus Differential Protection, 138 kV Breaker Sync-Check, 138 kV Breaker Failure.

Backup Bus Protection: SEL-587Z

Protective Functions: High Impedance Bus Differential Protection.

To ensure proper coordination and reliability, CPS Energy shall provide OCI with the following information before the energization of the OCI Alamo 1 Switchyard:

1. OCI Alamo 1 Switchyard Operation One-Line;
2. OCI Alamo 1 Switchyard Relay One-Line; and
3. OCI Alamo 1 Switchyard Relay Settings for the protective relays.

OCI will review CPS Energy protections settings to verify proper coordination between OCI and CPS Energy. If OCI finds that any settings do not coordinate with CPS Energy settings, OCI and CPS Energy agree to make changes so that settings coordinate. Once OCI is satisfied that settings coordinate, OCI will provide CPS Energy with a written statement stating that CPS Energy settings coordinate with OCI settings.

Once the plant is in operation, CPS Energy will notify OCI in advance of any protection equipment, design, or setting changes that may impact the coordination between OCI and CPS Energy. OCI will notify CPS Energy as to whether or not any proposed changes still coordinate with OCI settings. Additionally, OCI may request CPS Energy current protection schemes and settings to verify or review coordination. CPS Energy will provide OCI with the requested data within 30 days if requested by OCI. If OCI determines any protection settings that do not coordinate, CPS Energy agrees to work with OCI to resolve any mis-coordination of settings.

GSU Terminal

Primary GSU Protection:

Protective Functions: Transformer differential

Backup GSU Protection:

Protective Functions: Transformer high side and low side overcurrent

Determined in accordance with R2.1.6 of CPS Energy Facility Connection Requirements.

REMOTE SCADA SYSTEMS

CPS Energy Switchyard: CPS Energy shall provide an RTU for communication of data and control to the CPS Energy SCADA system.

Determined in accordance with R2.1.6 of CPS Energy Facility Connection Requirements.

GROUNDING AND SAFETY ISSUES

CPS Energy Switchyard Equipment: Switchyard structures, fence, and equipment will be connected to the switchyard ground grid which will be designed using CDEGS grounding design software from SES Technologies.

OCI Collector System Substation Equipment: Substation structures and associated equipment and CPS installed ground grid and fence, will be connected to the substation ground grid which will be designed using CDEGS or a similar grounding software tool.

CPS Energy Transmission Line: Existing 138 kV transmission line - One shield wire, grounded at every structure through the foundation footing. Two shield wires into each line terminal grounded to switchyard ground grid. Future rebuild of 138 kV transmission line – Two shield wires, grounded at every structure through the foundation footing. Two shield wires into each line terminal grounded to switchyard ground grid.

Determined in accordance with R2.1.7 of CPS Energy Facility Connection Requirements.

INSULATION AND INSULATION COORDINATION

CPS Energy Switchyard Equipment: 650 kV BIL

OCI Collector System Substation Equipment: 150 kV BIL

CPS Energy Transmission Line: CFO values: 800 kV - glass/porcelain insulators

Determined in accordance with R2.1.8 of CPS Energy Facility Connection Requirements.

VOLTAGE, REACTIVE POWER, AND POWER FACTOR CONTROL

OCI shall provide voltage, reactive power and power factor controls in accordance with the ERCOT and/or NERC Requirements.

POWER QUALITY

Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

EQUIPMENT RATINGS

CPS Energy Switchyard Equipment: 145 kV, 3000 A, 63 kA, 650 kV BIL.

OCI Collector System Substation Equipment: 145 kV, 1200 A, 40 kA minimum, 650 kV BIL, 34.5 kV, 1200 A, 25kA minimum, 150/200 kV BIL and 138/34.5 kV 24/32/40 MVA @55°C, 45 MVA @ 65°C Wye/Wye/Delta Transformer, 9% impedance at 24 MVA, with ±10% load tap changer, substation power factor control system (capacitors and/or reactors in addition to inverter power factor control capability) to regulate power factor from 0.95 lagging to 0.95 leading per ERCOT requirements.

CPS Energy Braunig to OCI Alamo 1 Transmission Line: 138 kV, 478 MVA (minimum)

Each Party must provide each other with a 24 hour primary and secondary contact number to discuss any operational issues on a real time basis.

Exhibit "E"
Security Arrangement Details

1. Generator and TSP entered into that certain Facility Power Purchase Agreement dated January 7, 2013 ("PPA") under which Generator is required to post and maintain security for performance of its obligations pursuant Section 12.1 ("PPA Security"). The PPA Security in its entirety shall function as the Security defined in Section 8.3 of this Generation Interconnection Agreement. Nothing herein shall be construed to alter Generator's obligations under the PPA and in no event shall the return or release of the Security hereunder relieve Generator of its obligation to maintain the PPA Security pursuant to the terms of the PPA.
2. In the event Generator does not achieve Commercial Operation under the PPA (as such term is defined therein) and TSP terminates the PPA on account of Generator's default under PPA Section 6.1(b), Generator shall, on or before that date sixty (60) days after the Early Termination Date (as such term is defined in the PPA), reimburse TSP for all reasonable costs and expenses it incurred planning, licensing, procuring equipment and materials, and constructing the TIF, to the extent such costs are evidenced by invoice, receipt or other comparable documentation ("TIF Costs").
3. Generator's parent company OCI Solar Power LLC ("OCISP") and TSP entered into that certain Master Power Purchase and Economic Development Agreement dated July 23, 2012 ("Master PPA/EDA") under which OCISP must ensure that \$115 million dollars of Qualifying Capital Expenditures are made, as such term is defined in the Master PPA/EDA. In order to provide for payment of TIF Costs hereunder, in the event Generator fails to reimburse TSP for its TIF Costs as set forth above, if TSP exercises its right to terminate the Master PPA/EDA pursuant to Section 13.1.1.1 thereof, the total dollar amount of the TIF Costs shall be deducted from the total Qualifying Capital Expenditures in calculating the amount of liquidated damages OCISP shall pay to TSP pursuant to Section 13.1.1.2. By way of example, if total Qualifying Capital Expenditures equaled \$50 million and TIF Costs equaled \$3 million, OCISP would owe TSP \$68 million as liquidated damages pursuant to Section 13.1.1.2 of the Master PPA/EDA ($\$115\text{M} - (\$50\text{M} - \$3\text{M}) = \68M).

**ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

BY AND BETWEEN

INNOVATIVE SOLAR 195, LLC

AND

THE CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, TX (CPS ENERGY)

DATED: January 22, 2019

TABLE OF CONTENTS

| | |
|--|-----------|
| GENERATION INTERCONNECTION AGREEMENT | 3 |
| EXHIBIT “A”: TERMS AND CONDITIONS | 4 |
| ARTICLE 1. DEFINITIONS | 4 |
| ARTICLE 2. TERMINATION | 6 |
| ARTICLE 3. REGULATORY FILINGS | 7 |
| ARTICLE 4. ENGINEERING, PROCUREMENT, AND CONSTRUCTION | 8 |
| ARTICLE 5. FACILITIES AND EQUIPMENT | 11 |
| ARTICLE 6. OPERATION AND MAINTENANCE | 13 |
| ARTICLE 7. DATA REQUIREMENTS | 15 |
| ARTICLE 8. PERFORMANCE OBLIGATION | 16 |
| ARTICLE 9. INSURANCE | 17 |
| ARTICLE 10. MISCELLANEOUS | 20 |
| EXHIBIT “B”: TIME SCHEDULE | 27 |
| EXHIBIT “C”: INTERCONNECTION DETAILS | 28 |
| EXHIBIT “C1”: POINT OF INTERCONNECTION DETAILS | 30 |
| EXHIBIT “C2”: ONE-LINE DIAGARM | 31 |
| EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS | 32 |
| EXHIBIT “E”: NOTICE INFORMATION | 34 |

GENERATION INTERCONNECTION AGREEMENT

This Generation Interconnection Agreement ("Agreement") is made and entered into on January 22, 2019 ("Effective Date"), by and between the City of San Antonio, Texas, acting by and through the City Public Service Board ("CPS Energy") and Innovative Solar 195, LLC ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

CPS Energy represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. "Generator" represents that it will own and operate the Plant, unless and until this Agreement is assigned pursuant to its terms and conditions. Pursuant to the terms and conditions of this Agreement, CPS Energy shall interconnect "Generator's" Plant with CPS Energy's System, as set forth herein.

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


This Agreement shall become effective on the Effective Date 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:

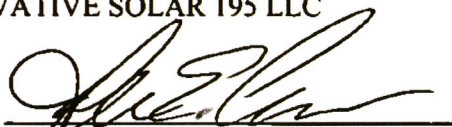
- A. The "Terms and Conditions" attached hereto as Exhibit "A"; and
- B. The "Time Schedule" attached hereto as Exhibit "B"; and
- C. The "Interconnection Details" attached hereto as Exhibit "C"; and
- D. The "Security Arrangement Details" attached hereto as Exhibit "D".
- E. The "Notice Information" attached hereto as Exhibit "E".

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.

CITY OF SAN ANTONIO, TEXAS,
ACTING BY AND THROUGH THE CITY
PUBLIC SERVICE BOARD

By: 
Print: Paul S. Barham
Title: Senior Vice President, Delivery
Engineering, Integrated Planning, Substation
and Transmission
Date: 1/18/2019

INNOVATIVE SOLAR 195 LLC

By: 
Print: John Green
Title: Manager/Member
Date: 1/17/2019