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# AMENDMENT NO. 6 TO
# ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This AMENDMENT NO. 6 TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT (the "Amendment") dated and effective as of May 9, 2022 (the "Effective Date"), is by and among **SHERBINO I WIND FARM LLC**, a Delaware limited liability company ("Generator I"), **SHERBINO II WIND FARM LLC**, a Delaware limited liabilty company ("Generator II") and **TEXAS-NEW MEXICO POWER COMPANY**, a Texas corporation ("TSP" and, together with Generator I and Generator II, the "Parties").

## RECITALS

A. WHEREAS, TSP and Generator I entered into the ERCOT Standard Generation Interconnection Agreement, dated February 1, 2008, and Generator II joined as a party to such ERCOT Standard Generation Agreement, as amended, pursuant to the Joinder Agreement and Amendment No. 3 to Interconnection Agreement, dated September 28, 2011, among the Parties, Amendment No. 4 to Interconnection Agreement, dated July 20, 2012, among the Parties and Amendment No. 5 to Interconnection Agreement, dated December 21, 2018, among the Parties (such ERCOT Standard Generation Agreement and all Exhibits and Appendices attached thereto, as the same may be amended or amended and restated from time to time, the "Agreement"); and capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Agreement;

B. WHEREAS, Generator I has decommissioned Unit 1 and intends to assign its interest in the Generator Interconnection Facilities to a new data center (the "Fort Blocks Data Center") owned by **FORT BLOCKS, LLC** (including its successors and assignees, "Fort Blocks") that will receive electric delivery service via the Point of Interconnection and retail electric supply from Southwest Texas Electric Cooperative ("SWTEC");

C. WHEREAS, the Parties wish to amend the Agreement to remove Generator I as a party thereto and to reflect the decommissioning of Unit 1 and provision of service to the Fort Blocks Data Center, subject to and on the terms and conditions of this Amendment;

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

## 1. REMOVAL OF GENERATOR I

1.1. Generator I shall be removed as a party to the Agreement for all purposes as of the Effective Date, and shall have no rights and/or obligations under the Agreement.

1.2. Generator I shall no longer serve as the managing generator and single point of contact for TSP under the Agreement, nor shall Generator I have any right, power or authority to act on behalf of Generator II.

1.3. As of the Effective Date, Generator II shall be solely responsible for performing the obligations of "Generator," or "Additional Generator" under the Agreement, except as specifically provided in this Amendment.

1.4. Generator II and Fort Blocks shall be solely responsible for delivering power from the Point of Interconnection to their respective consuming facilities via their privately-owned transmission equipment, including the GIF.

1.5. The Parties further acknowledge and agree that TSP is not a Retail Electric Provider or other person that sells electric energy to retail or wholesale customers. As such, Generator II and Fort Blocks shall be responsible for obtaining retail electric supply from a Retail Electric Provider and/or SWTEC, as applicable. **To the extent that their retail service is not separately metered, Generator II and Fort Blocks shall be responsible for the allocation of retail charges between themselves, and Generator II agrees to indemnify and hold harmless TNMP from any and all claims, suits or losses arising out of or related to such allocation**.

1.6. GENERATOR II HEREBY AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY TSP, ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, COSTS AND EXPENSES (INCLUDING JUDGMENTS, COURT COSTS AND REASONABLE ATTORNEYS' FEES) RELATING TO OR ARISING OUT OF THE PROVISION OF ELECTRIC SERVICE TO THE CORMINT DATA CENTER VIA THE POINT OF INTERCONNECTION.

## 2. OTHER AMENDMENTS TO THE AGREEMENT

2.1. The Amended and Restated Exhibit "C" is hereby replaced in its entirety by Exhibit A attached hereto.

2.2. The Amended and Restated Exhibit "D" is hereby replaced in its entirety by Exhibit B attached hereto.

## 3. MISCELLANEOUS

3.1. "Plant" shall mean the electric generation facility owned and operated by Generator II, as specified in Exhibit "C."

3.2. Lone Star Infrastructure Protection Act. Generator II hereby represents that (i) it is not, and will not be during the term of the Agreement, a company described in Tex. Bus. & Com. Code § 113.002(2)(A)-(B) (a "Prohibited Entity"), and (ii) it has not entered into, and will not enter into during the term of the Agreement, any agreement (including any real property agreement) with a Prohibited Entity that would grant the Prohibited Entity direct or remote access to or control of the Plant or the Generator II Interconnection Facilities.

3.3. Governing Law. This Amendment 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.

3.4. Effect of Amendment. Except as expressly set forth herein, the Agreement shall remain unmodified and continue in full force and effect. The Agreement, as modified by this Amendment, is hereby ratified and confirmed by the Parties in all respects and constitutes the legal, valid and binding obligation of the Parties, enforceable against the Parties in accordance with its terms.

3.5. Headings. Titles, captions and headings in this Amendment are inserted for convenience only and will not be used for the purposes of construing or interpreting this Agreement.

3.6. Counterparts. This Amendment may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts shall together constitute but one and the same instrument.

[*signature page follows*]

IN WITNESS WHEREOF, each of the Parties to this Amendment have caused this Amendment to be executed by its respective duly authorized officer or authorized representative as of the Effective Date.

**SHERBINO I WIND FARM LLC**

By: DocuSigned by: Jamie McAvity
Name: Jamie McAvity
Title: President

**SHERBINO II WIND FARM LLC**

By: DocuSigned by: Noah Ehrenpreis
Name: Noah Ehrenpreis
Title: Authorized Signatory

**TEXAS-NEW MEXICO POWER COMPANY**

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

# EXHIBIT A

See attached.

Amended and Restated
Exhibit "C"
Interconnection Details

1. **Name:** Sherbino II Wind Farm LLC ("Generator II")

2. **Point of Interconnection location:**

The point of interconnection is located in Pecos County, Texas, approximately 27 miles east of Ft. Stockton on the south side of IH 10 near Mile Post #287 of IH 10. Specifically at the point where the jumpers from the Generator II transmission line contact TSP switch A138-73 terminals in TSP White Baker Switching Station.

3. **Delivery Voltage:** 138 kV

4. **Number and size of Generating Units:**

The Plant has an aggregate nameplate generating capacity of 132 MW and consists of sixty (60) wind turbine generating units, each with a nameplate generating capacity of 2.2 MW. Generator II connected and energized Unit 2 in 2011.

An additional 150 MW of load at the Fort Blocks Data Center will also be served at the point of interconnection pursuant to the Letter Agreement between TSP and Fort Blocks, LLC ("Fort Blocks") dated as of the Effective Date of Amendment No. 6 to this Agreement.

Note that, in connection with the commissioning of Unit 1, AEP Texas North Company ("AEP") completed the enhancements of its transmission system pursuant to the Amended and Restated Agreement for Transmission Engineering, Design, Procurement and Construction Services for Transmission Upgrades to the AEP Texas System, dated January 15, 2008, between AEP and Generator I (the "AEP Agreement").

5. **Type of Generating Unit:**

The Plant consists of sixty (60) Vestas V110-2.2 MW wind turbines.

6. **Metering and Telemetry Requirements:**

(a) TSP has installed and shall continue, in accordance with ERCOT Requirements and Good Utility Practice, to own, operate, inspect, test, calibrate, and maintain 138 kV metering accuracy potential and current transformers and metering and telemetry equipment (including RTU) located in the TIF. A one-line diagram of TSP's ERCOT-polled Settlement ("EPS") meter showing the metering location at Generator II's Ligon Station is attached to this Amended and Restated Exhibit "C" as Attachment 1-A. TSP has connected its EPS meters to its RTU via a communications link. Data and electrical parameters to be communicated from

the TSP to GIF shall be as identified in the SCADA Table in Attachment 2 to this Amended and Restated Exhibit "C".

(b) To satisfy the ERCOT Requirements for the provision of metering data by generator's "Qualified Scheduling Entity", Generator II has installed and, in accordance with Good Utility Practice, shall continue to maintain equipment necessary to satisfy the requirements of the Qualified Scheduling Entity at the GIF.

(c) Generator II has installed and, in accordance with ERCOT Requirements and Good Utility Practice, shall continue to, own, operate, inspect, test, calibrate, and maintain the equipment and telemetry equipment (including RTU or other equipment reasonably acceptable to TSP) to supply all electrical parameters from the Plant and GIF to TSP as specified in the SCADA Table in Attachment 2 to this Amended and Restated Exhibit "C".

(d) Generator II has provided and shall continue to provide, in accordance with ERCOT Requirements and Good Utility Practice, communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Generator II's Plant with the transmission system. Generator II will directly make arrangements to provide, and will bear the cost of installation and ongoing operations of, such facilities. The communications facilities include:

(i) *Fiber Optic cable between the TIF and the GIF control houses using Fiber Optic Ground Wire OPT-GW, CC-54/472 nominal cable size, 24 single-mode fiber;*

(ii) *Two private line voice circuit in the TIF control house; and*

(iii) *League City Communication Path (See Item 9 below).*

(e) Each Party shall test its metering, telemetry, and communications equipment in accordance with ERCOT Requirements and Good Utility Practice. Each Party shall give the other Party reasonable advance notice of such testing. Each Party shall have the right to observe testing performed by the other Party.

(f) Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry, or communications equipment or related situation that requires attention and /or correction by the other Party.

**7. Generator II Interconnection Facilities:** The GIF shall include the following facilities.

(a) **Generator II Transmission Facilities**

*Generator II will be responsible for the ownership of an estimated 6.58 miles of 138 kV transmission line facilities from Fort Blocks' 138 kV Keo switchyard (the "Keo Station") to the TSP White Baker Switching Station, inclusive of fiber optic cable. Generator II will be responsible for the*

*ownership of Generator II's 138 kV Ligon switchyard (the "Ligon Station") at a point along such Generator II's transmission line that is approximately 1.06 miles from the Keo Station. Generator II will be responsible for the ownership of an estimated 9.52 miles of 138 kV transmission line facilities from Generator II's 138 kV Patriot switchyard (the "Patriot Station") to the Ligon Station, inclusive of fiber optic cable. The transmission lines and fiber optic cable will be maintained by Generator II to the designated Point of Interconnection. The designated Point of Interconnection for the transmission line into the TSP White Baker Switching Station will be the line side terminal of air switch A138-73 located on the TIF dead-end structure in the TSP White Baker Switching Station. The designated Point of Interconnection for the fiber optic is the fiber optic patch panel designated by the TSP in the TIF control house. OPGW fiber optic cable was installed by Generator II from the GIF to a termination cabinet located at the base of the TIF dead-end structure. ADSS cable was installed by Generator II from the termination cabinet to the patch panel located in the TIF control house.*

(b) **Generator II Switchyard Facilities**

(i) *The following list of major switchyard equipment was installed by Generator II for the switchyard facilities. Items marked with an (*) were installed in conjunction with the AEP transmission system enhancements by AEP pursuant to the AEP Agreement. A one-line diagram showing the GIF is attached to this Amended and Restated Exhibit "C" as Attachment 1-B.*

**Equipment Installed For Unit 2 Output (Patriot Station and Ligon Station(*)):**

Metering and Telemetry as provided in Item 6 above.
(2 ea) 138 kV, 2000 amp, 40 kA circuit breakers *
(4 ea) 138 kV, 2000 amperes, gang operated, 3 phase air break switch*
(4 ea per phase) 2000:5 amp breaker bushing CT's for relaying*

(1 ea) auto-transformer 138/34.5 kV Y-Y:*
176 MVA @ 65 degrees C rise
No-Load Tap Changer: None
Impedance: 9% on 106 MVA base.
(3 ea per phase) 1200:5 amp high side bushing CT's for relaying
(3 ea per phase) 4000:5 amp low side bushing CT's for relaying
(1 ea per phase) 1200:5 amp CT for neutral relaying

(3 ea) 15 MVAR switched capacitor banks
(3 ea) 16 MVAR switched shunt reactors
(1 ea) +/- 7.5 MVAR, 34.5 kV dynamic reactive device
(1 ea) +/- 5 MVAR, 34.5 kV dynamic reactive device

(ii) *Communication equipment described in Item 9 below.*

(iii) *System protection equipment described in Item 10 below.*

(iv) *Generator II shall use Reasonable Efforts to change the GIF as may be reasonably required by TSP to meet future changes in the TSP System. Generator II shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made. Such changes required of Generator II will be made consistent with Good Utility Practice and to ensure that TSP can continue to provide reliable transmission service.*

**The above lists associated with the Generator II Interconnection Facilities is not intended to be a comprehensive list of all the required facilities for the GIF.**

**8. Transmission Service Provider Interconnection Facilities and System Upgrades**

(a) White Baker Switching Station. The TSP has provided the dead end structure to terminate Generator II's transmission line. Generator II will own the wire, dead end insulators, and jumpers. TSP will own all the remaining equipment in the White Baker Switching Station. The following list of major equipment is necessary to operate the White Baker Switching Station:

(3 ea) Circuit Breakers 138 kV 2000 amperes
(15 ea) Switch Air Break 138kV 2000 amperes
(3 ea) Metering Current Transformers 138kV
(9 ea) Potential Transformers 138kV
(1 ea) Autotransformer 138/69kV
(3 ea) Circuit Breakers 69kV 2000 amperes
(12 ea) Switch air break 69kV 2000 amperes
(1 lot) All galvanized steel structure, including dead-ends, switch stands, metering structures, surge arrester supports, CT supports, PT supports, static mast, and bus supports, necessary for the construction and operation of TSP switchyard facilities.
(1 lot) Associated bus work, conductor, connectors, grounding, conduit, control cables, foundations, perimeter fencing, grading/dirt work and appurtenances necessary for construction and operation of the TSP switchyard.

(b) System protection equipment described in Item 10 below has been installed by TSP.

(c) Additional transmission facilities located elsewhere on the TSP System as identified in the Facilities Study include the following and have been constructed or changed as described herein:

(i) *Re-conductored and converted existing transmission line from White Baker to Rio Pecos to 795 ACSS conductor and converted to 138kV*

*operation approximately 14 miles. Built transmission line into AEP Rio Pecos 138kV switchyard approximately one half mile.*

(ii) *Made changes to existing 69 kV line at White Baker station to continue feeding TSP customers from 69kV line.*

(iii) *TSP and Generator II recognize that additional changes were required to be made to the transmission facilities of another ERCOT transmission service provider. These changes are not addressed in this Agreement.*

**The above list associated with the Transmission Interconnection Facilities is not intended to be a comprehensive list of all the required facilities for the TIF.**

**9. Communications Facilities:**

Generator II shall continue to be responsible for providing communication circuits including but not limited to any managed network and hardware maintenance expenses for use by TSP at the TIF. Generator II shall continue to be responsible for confirming with TSP the project-specific circuit requirements and requesting specific TSP addresses and TSP contact names in preparation for issuing communication circuit orders with Generator II's telecommunication service provider of choice. These communication channels may be leased telephone circuit, microwave, fiber optics or other media reasonably satisfactory to TSP. For leased telephone company circuits required by TSP and leased by Generator II, Generator II shall use a telephone communications provider mutually agreeable between Generator II and TSP. For all circuits which terminate at the TIF, the TSP shall be responsible for managing, reporting trouble and coordinating corrective action with leased telephone communication provider. Any circuit upgrades, modifications, cancellations or additions necessary to meet TSP current business needs to effectively and securely operate the TIF and in accordance with ERCOT Requirements will be at Generator II's expense. Typical circuit requirements include the following:

(a) RTU Communications Circuit - This is a dedicated leased circuit connected between the RTU at the TIF and TSP's Wide Area Network (WAN). The TSP's WAN host facility is located at the System Operations Center (SOC) 1621 Gill Rd, Dickinson, TX 77539. This circuit is a managed digital *frame relay service* with a Committed Information Rate (CIR) of not less than 8 Kbps, a minimum port speed of not less than 56 Kbps and three Private Virtual Networks (PVC's) to TSP's host and two backup operation facilities. The RTU leased circuit WAN router is under a 24 hr by 7 day by 4 hour response maintenance contract by the telco provider for service and repairs.

(b) Dial-Up Access - Two dial-up access lines are required at the TIF. These are business telephone lines (Bell type 1FB). These circuits are required for site voice communications and remote data access to EPS Metering, System Protection Equipment interrogation, RTU port configuration and interrogation and to any fault (transient) / dynamic fault recording equipment. These

telephone lines are required of Generator II and TSP. If the interconnect meter(s), System Protection Equipment and fault (transient) / dynamic fault recording equipment are located at multiple sites, then multiple telephone lines will be required. If these devices are located at the same site, one telephone line may suffice for dial-up access devices. A separate dedicated line is required for the EPS metering.

(c) Communication Circuit - Communications between the TIF and the GIF are accomplished using the OPGW. Each Party has provided a communication port from their RTU for interrogation of data by the other Party.

(d) Fiber Optic Path - Generator II has provided a fiber optic path from the Plant to the Point of Interconnection for use by the TSP. A separate path has been provided from each of the Keo Station, the Patriot Station and the Ligon Station to the TIF. The TSP fiber optic path use shall be inclusive of but not limited to fault disturbance monitor, metering, system protection, special protection system schemes, and communication. All future communication requirements shall be limited to that available utilizing the fiber optic path initially installed by Generator II under this Agreement, unless such limitations conflicts with ERCOT Requirements.

**10. System Protection Equipment:**

The Plant and the Generator Interconnection Facilities (GIF) have been designed in accordance with Good Utility Practice to isolate faults or to correct abnormalities that would negatively affect the ERCOT System. Generator II shall continue to be responsible for the protection of its facilities in accordance with ERCOT Requirements and Good Utility Practice. In particular, Generator II shall continue to provide relays, circuit breakers, and other devices necessary to promptly remove fault contributions of the generation equipment to any short circuits on the TSP System as required by ERCOT Requirements and Good Utility Practice. Such protective equipment consists of, at a minimum, a switch or disconnecting device with the appropriate interrupting capability to be located at each of the Ligon Station, and the Patriot Station. In addition to faults inside the Plant and GIF, Generator II is responsible, to the extent required by ERCOT Requirements and Good Utility Practice, for protection of such facilities from such conditions as negative sequence currents, over and under frequency events, sudden load rejection, over or under voltage, Generator II loss of field, inadvertent energization (reverse power) and un-cleared transmission system faults.

The Plant and the GIF shall maintain protective relaying that is consistent with relaying criteria described in the ERCOT Requirements and North American Electric Reliability Corporation ("NERC") standards. If requested by the TSP, Generator II shall provide corrections or additions to existing control and equipment required to protect the transmission system, provided such corrections or additions are required by ERCOT Requirements and Good Utility Practice.

The relay designs have incorporated necessary test switches to enable complete

functional testing. The test switches remain placed such that they allow operations of the relay without tripping the breaker failure scheme and causing unnecessary breaker trips and tripping of the generator units.

Prior to modifying any relay protection system design or relay setting involving the connection between the Plant and the TSP System, Generator II shall submit the proposed changes to TSP for review and approval. TSP review and approval shall be for the limited purpose of determining whether the proposed changes are compatible with the TSP transmission system so as to not affect the ERCOT system, and shall not be unreasonably withheld or delayed.

In accordance with Good Utility Practice, the TSP has determined requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and has specified and implemented protection and control schemes as necessary to meet such requirements. The TSP and Generator II shall continue to work together to coordinate the relay system protection between the GIF and the TSP transmission system so as to not affect the ERCOT system. Relaying may require updating from time to time, and the Parties will be responsible to update, at their costs, the relay enhancements consistent with Good Utility Practice.

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## TSP WHITE BAKER SWITCHING

### TSP 138kV line from TSP White Baker Station ("WB") to AEP's Rio Pecos Plant

TSP has provided line protection for the WB - Rio Pecos line. The line protection has been provided by using GE-L90 line differential and SEL-421 POTT scheme ring-bus panels compatible with the AEP standard design. This panel will continue to utilize the following relays:

1 – GE L-90 Line Differential Relay (Primary)

1 – SEL 421-2 High Speed Line Protection System (Back-up)

In addition to back-up pilot relaying, the SEL-421 backup line relays also provide redundant non-pilot line relaying in the form of step distance protection.

All communication for protection, control, and automation will be over the fiber optic cable in the static of the transmission line. Fiber has been connected to the GE L-90 and the SEL 421 on both ends of the transmission line.

Transfer trip functions will continue to be sent via Mirrored Bits on the SEL 421 Relay. Upon loss of the Rio Pecos - WB line, a transfer trip is sent to the TSP breakers on the Plant line from White Baker Switching Station to the Keo Station and on the Plant line from White Baker Switching Station to the Ligon Station. Generator II is responsible for

protecting its facilities from any adverse effects of the transfer trip scheme or operation.

**GENERATOR II OWNED 138kV LINE TO WHITE BAKER SWITCHING STATION**

Protection for the line shall continue to be provided by the TSP standard GE L-90 three terminal line differential and SEL-421 DCB scheme ring-bus panels. This panel utilizes the following relays:

1 – GE L-90 Line Differential Relay (Primary)

1 – SEL 421-1 High Speed Line Protection System (Back-up)

All communication for protection, control, and automation is over the fiber optic cable in the static of the transmission line. Fiber is connected to the GE L-90 and SEL 421 in the WB station end of the transmission line and to SEL 3351 relays on the Generator II end. Transfer Trip functions and breaker status from the Generator II breakers at each of the Ligon Station and Patriot Station are provided to SEL 421 relays via Mirrored Bits.

Reclosing of the TSP breakers to the Generator II occurs exclusively for a dead-line condition. This permits the Plant to re-synchronize with the system at their convenience after a trip and successful restoration of the system source. Reclosing of TSP breakers will be blocked if the 138kV breaker at either the Keo Station or the Ligon Station is closed. Plant breaker indication for reclose blocking will be sent via mirrored bits to the White Baker SEL- 421 protecting the Generator II line.

**PLANT STATIONS**

Protection for the lines from the Patriot Station and the Ligon Station to the WB station shall continue to be provided by Generator II conforming to the TSP standard GE L-90 three terminal line differential and SEL-421 DCB scheme. This panel utilizes the following relays:

1 – GE L-90 Line Differential Relay (Primary)

1 – SEL 421-1 High Speed Line Protection System (Back-up)

1 – Breaker Failure Relay

The breaker failure relay must continue be able to interface with the SEL-421 to send a transfer trip to the WB breakers via Mirrored Bits.

There will be no automatic reclosing on any of the Generator II transmission lines from the Generator II station side.

The SEL-421 at each of the Ligon Station and Patriot Station must continue to supply breaker position via Mirrored Bits to the SEL-421 at the WB station protecting the WB–Ligon – Patriot lines.

TSP requests review of Generator line protection design to ensure compatibility.

Generator II has installed and will maintain sufficient digital fault recording equipment, in accordance with ERCOT Requirements, to analyze system disturbances of the ERCOT system in the immediate area. This equipment shall continue to monitor the voltages at all major nodes of the system, current at major branches, breaker and switch positions and enough of the dc logic in the relay control scheme to analyze a system disturbance. All Fault and dynamic recorders shall continue be equipped with time synchronizing equipment.

**11. Inputs to Telemetry Equipment:**

Point of Interconnection data points and Plant data points required for telemetry will be provided to TSP in accordance with Item 6.

**12. Supplemental Terms and Conditions, if any, Attached:**

The Supplemental Terms and Conditions are attached hereto as Exhibit C-12

**13. Special Operating Conditions:**

(a) The nature of the upgrades on the TSP System are limited to providing radial service from the GIF Point of Interconnection on TSP's transmission system to the AEP Rio Pecos switching station. Both Generator II and TSP agree that the Plant output and any back feed to the Plant will be reduced to 0 MW with outages of the TSP transmission line facilities between Rio Pecos switching station and the Point of Interconnection. Such action is consistent with the results of the Facility Study. In the event that system enhancements occur after the date hereof such that the Plant output or any back feed to the Plant is not required to be reduced to 0 MW with outages of the TSP transmission line facilities between Rio Pecos switching station and the Point of Interconnection, then the Parties agree to work cooperatively with each other to develop a mutually acceptable alternative arrangement that is consistent with the then current system capabilities.

(b) A transfer trip scheme will be utilized to disconnect the Plant generation for loss of the 138 kV transmission line to the Rio Pecos switching station as set forth in Item 10 above.

(c) Maximum output of the Plant will not exceed 132 MW without prior approval from TSP.

(d) Generator is responsible for supplying reactive power within the range of .95 lead to .95 lag at the Point of Interconnection as requested by ERCOT. In the event of required changes or modifications, Generator II shall provide such changes or modifications to the TSP for review and approval. Such review and approval shall not be unreasonably withheld by the TSP.

(e) Generator II shall maintain low voltage ride through capability for normal system disturbances as characterized by Generator II in the data provided to ERCOT for performing the Full Interconnection Study.

**14.** The difference between the estimated cost of the TIF under 4.1.A ($ ) and the estimated cost of the TIF under 4.1.B ($ ) is: N/A , if applicable.

**15. Unit 2 Repowering Project**:

The TSP performed the necessary full interconnection studies for the Unit 2 Repower Project and determined that no additional facilities or modification to any existing facilities or requirements identified in the Amended and Restated Exhibit C (including Metering and Telemetry Requirements, Generation Interconnection Facilities, Generator Transmission Facilities, Generator Switchyard Facilities, TSP Interconnection Facilities and System Upgrades, System Protection Equipment, and Communications Facilities) were required to accommodate the Unit 2 Repower Project.

Exhibit C-12
Supplemental Terms and Conditions

**Practices for Parallel Generation**

In addition to installation of specified protective devices for disconnection from the power system, Generator II must maintain equipment to monitor and verify the proper interconnected operation (both transient and steady state) for expected power system disturbances.

If any generating unit at the Plant is an induction machine or if an inverter system is being considered for the Plant, TSP shall be consulted during the planning and design process.

**General Operating and Design Requirements**

TSP's nominal transmission voltages are 69 kV, 138 kV, and 345 kV.

Generator II shall change its facilities or equipment as may be reasonably required by TSP to meet future changes in the TSP System. Generator II shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.

The Parties shall develop and execute operating procedures to facilitate the coordination and energization of the GIF. The Parties will reasonably cooperate in properly synchronizing the Plant with the TSP System. Generator II shall provide to TSP, for review, the most current specifications for GIF equipment, including control drawings and one-line diagrams. TSP's review of Generator II's specifications shall not be construed as confirming or endorsing the design or as any warranty of safety, durability or reliability of the facility or equipment.

Generator II shall not energize a de-energized TIF circuit, unless under direction of TSP.

If wye delta connected generator step up transformers are utilized, they shall be wye connected to TIF and delta connected to the GIF. Generator II's use of a wye-wye step up transformer is acceptable to TSP.

The Plant shall not cause objectionable interference with the electric service provided to other customers by TSP, nor jeopardize the security of the ERCOT power system. In order to minimize objectionable interference of the Plant, the Plant shall meet the following criteria to the extent required by ERCOT Requirements:

1. Voltage – The Plant shall not cause excessive voltage excursions. Generator II shall operate its Plant in such manner that the voltage levels on the TSP System are in the same range as if the Plant was not

connected to the TSP System. Generator II shall provide an automatic method of disconnecting its Plant and GIF from the TIF to protect against excessive voltage excursions.

2. Flicker - The Plant shall not cause excessive voltage flicker on the TSP System. Flicker is to be measured at the Point of Interconnection and shall not exceed 1.5% or the Borderline of Visibility Curve Voltage Flicker Chart of ANSI/IEEE Standard 141-1993, whichever is less.

3. Frequency - The operating frequency of the Plant shall not deviate from the frequency of the TSP System. Plant under frequency relays shall be set the same as TSP's under frequency relays, so that the Plant will not separate from the TSP System during under frequency conditions until all of TSP's under frequency load shedding equipment has operated.

4. Harmonics, Telephone Interference and Carrier Interference - The Plant shall not introduce excessive distortion of the TSP System waveforms; voltage and current; telephone interference; or carrier interference at the Point of Interconnection. IEEE Standard 519 shall be used as a guide.

5. Fault and Line Clearing - The Plant and GIF shall be disconnected from the TSP System on occurrence of an outage or fault on the TIF serving the Plant radially. Generator II is responsible for the electrical stability of its Plant and providing adequate GIF so that critical fault clearing times are met.

6. Power Factor - The power factor of the Plant will be +/- 0.95. For synchronous generators, the generator voltage-var schedule, voltage regulator, and transformer ratio settings will be jointly determined by TSP and Generator II to ensure proper coordination of voltages and regulator action. In cases where starting or load changes on induction generators will have an adverse impact on the TSP System voltage, TSP is to be consulted on techniques required to bring voltage changes to acceptable levels.

7. Ride Through Capability - The Plant shall have "ride-through" capability for significant system voltage disturbances as identified in the Full Interconnection Study and Item 13 of the Amended and Restated Exhibit "C" above. Additionally, "ride-through" capability must meet ERCOT Nodal Operating Guides, Section 2; System Operations and Control Requirements more specifically detailed in 2.9 Voltage Ride-Through Requirements for Generation Resources inclusive of 2.9.1 Additional Voltage Ride-Through Requirements for Intermitted Renewable Resources.

TSP shall provide, upon Generator II's reasonable request, any meter data or other measurements in TSP's possession that demonstrate the Plant's compliance or non-compliance with the foregoing criteria, unless such disclosure is prohibited by applicable law or contractual requirements.

It is the sole responsibility of Generator II to protect its Plant and GIF from excessive negative sequence currents.

TSP reserves the right to disconnect and isolate the Plant for any of the following:

1. The Plant or Fort Blocks Data Center, upon TSP's reasonable determination, cause objectionable, interference with other customers' service or with the secure operation of the TSP System.

2. The Plant, upon TSP's reasonable determination, exceeds the operating boundaries outlined above.

3. Generator II's control and protective equipment causes or contributes to a hazardous condition. TSP reserves the right to verify all protective equipment including relays, circuit breakers, etc. at the Point of Interconnection and GIF. Verification may include the tripping of the tie breaker by the protective relays.

4. Continued parallel operation of the Plant, Fort Blocks Data Center or GIF is hazardous to the Plant, GIF, TIF, Fort Blocks Data Center or TSP System or to the general public in TSP's reasonable opinion.

5. To provide TSP personnel the clearances for dead line or live line maintenance.

6. TSP will use Reasonable Efforts to notify Generator II before disconnection, but notification may not be possible in emergency situations that require immediate action. TSP's rights to disconnect the Plant, Fort Blocks Data Center and/or GIF shall be without regard to whether any hazardous condition or objectionable system interference is caused by one or both of the Plant or Fort Blocks Data Center.

When TSP's source breakers trip and isolate the Plant, Generator II shall use Reasonable Efforts to disconnect its generation from the Point of Interconnection prior to automatic reclosure by TSP. Generator II is solely responsible for the protection of its Plant from automatic reclosing by TSP. The Parties recognize and agree that only one path has capacity to carry flows from the Plant to the transmission system. Transfer trip schemes described in Item 10 above shall be used to remove the Plant from the TIF.

Generator II may not commence parallel operation of the Plant until consent has been given by TSP, which consent shall not be unreasonably withheld or delayed. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection, provided that at any time that the TSP or any of its agents, representatives, contractors or other invitees is on property of Generator II or the Plant, TSP shall comply, and shall cause its agents, representatives, contractors and other invitees to comply, with all site safety rules of Generator II and its contractors.

Generator II shall submit the most current specifications and single-line drawings of the GIF to TSP for review and approval, which approval shall not be unreasonably withheld or delayed. TSP will review, approve and provide comments only on those portions of the drawings that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and TSP shall be provided with final copies of the revised drawings. TSP's review and approval of Generator II's specification shall not be construed as confirming or endorsing the design or as any warranty of safety, durability or reliability of the facility or equipment.

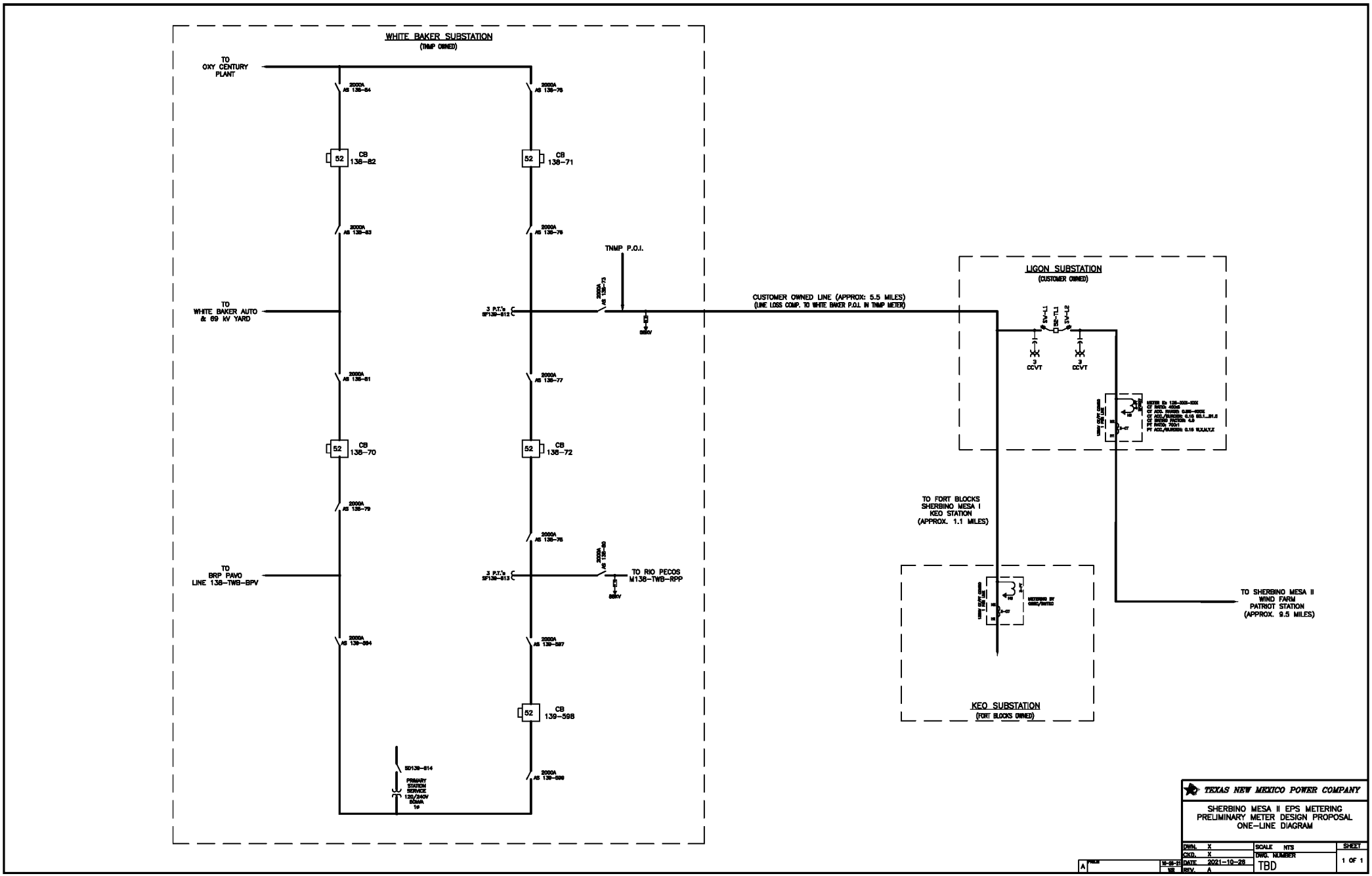
Generator II shall maintain an operating log at the Plant and/or control center, which at a minimum will indicate changes in operating status (available or unavailable) of the GIF, maintenance outages, trip indications or other unusual conditions found upon inspection, in each such case to the extent required by ERCOT Requirements. For generators that are "block-loaded" to a specific MW level, changes in this setting shall also be logged. TSP may waive this requirement at its discretion. Reliability information, as required by ERCOT Requirements, will be maintained by Generator II.

Upon reasonable request by the TSP, consistent with Good Utility Practice and to the extent required by ERCOT Requirements, Generator II will be required to back down the Plant at certain times to maintain reliability of the ERCOT power system.

**Power Consumption through the Point of Interconnection**

The TSP is not a Retail Electric Provider or other person that sells electric energy to retail or wholesale customers. The energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection ("Back-Feed") will not be supplied by the TSP, and the Generator II shall secure these services elsewhere. Generator II will be responsible for obtaining any Back-Feed that the Plant and GIF may consume from the transmission grid through the Point of Interconnection. In addition, Generator II acknowledges that single phase power and energy for its office buildings will not be provided by the TSP.

# Attachment 1-A
# TSP's One Line (inclusive of EPS metering location)



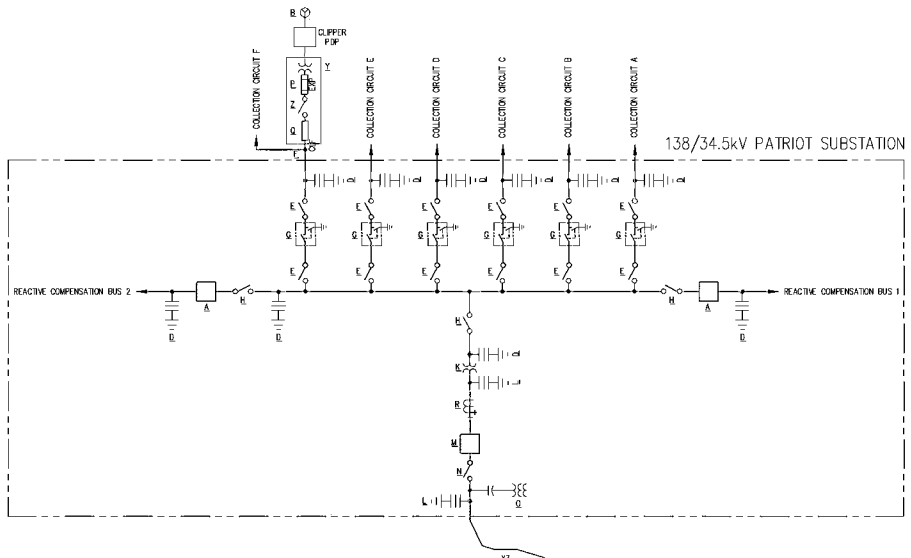

TEXAS NEW MEXICO POWER COMPANY

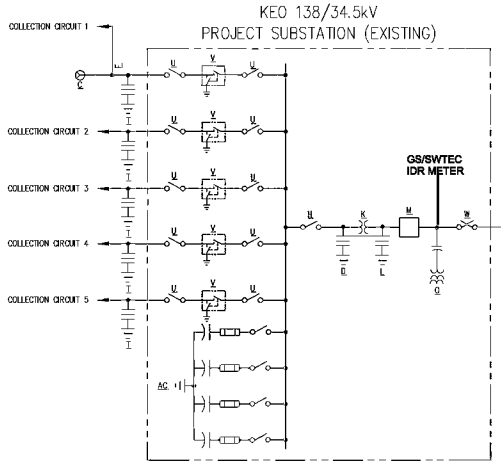
SHERBINO MESA II EPS METERING
PRELIMINARY METER DESIGN PROPOSAL
ONE-LINE DIAGRAM

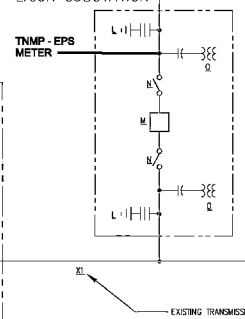
| | | | |
|---|---|---|---|
| DWN. X | SCALE NTS | SHEET |
| CKD. X | DWG. NUMBER | 1 OF 1 |
| DATE 2021-10-26 | TBD | |
| REV. A | | |

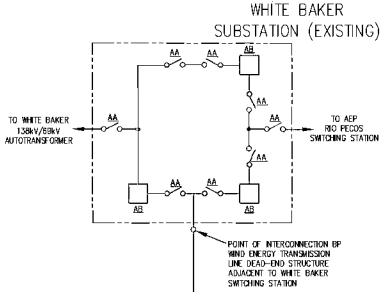
| | | |
|---|---|---|
| A | 10-26-21 | MR |

# Attachment 1-B
# Generator II Plant Switchyard Facilities




| SYMBOL LEGEND | |
|---|---|
| | WIND TURBINE, 690 V |
| EXP | EXPULSION FUSE |
| CLF | CURRENT LIMITING FUSE |
| | DISCONNECT SWITCH, VERTICAL BREAK OR HOOKSTICK TYPE |
| | TRANSFORMER |
| | SURGE ARRESTER |
| | CIRCUIT BREAKER WITH MECHANICALLY INTERLOCKED VACUUM GROUND SWITCH |
| | CIRCUIT BREAKER |
| | COUPLING CAPACITOR VOLTAGE TRANSFORMER |
| | CURRENT TRANSFORMER |
| | DISCONNECT SWITCH, CENTER BREAK, "V" TYPE |

| HOLD INFORMATION | | |
|---|---|---|
| NO. | DATE | DESCRIPTION |
| | | |

CONTRACTOR/INSTALLER SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO ENSURE THE SAFETY OF ALL PEOPLE LOCATED ON THE WORK SITE, INCLUDING CONTRACTOR'S/ INSTALLER'S PERSONNEL (OR THAT OF IT'S SUB-CONTRACTOR(S)) PERFORMING THE WORK.

| RELEASE INFORMATION | | |
|---|---|---|
| REV. | DATE | DESCRIPTION |
| 0 | 04-04-2011 | FOR FABRICATION |
| B | 12-1-10 | BIDS |
| C | 1-7-11 | 90% REVIEW |
| D | 2-14-2011 | BIDS |
| 0 | 2-18-2011 | FOR CONSTRUCTION HOLD 1 REMOVED |

| | |
|---|---|
| ISSUE PURPOSE: | FOR FABRICATION |
| SPECIFICATION: | 12366-SMII-035 |
| PROJECT NO: | 12366-153 |

| ITEM | LIST OF EQUIPMENT |
|---|---|
| A | 34.5kV, 1200A, DEFINITE PURPOSE, DEAD TANK OUTDOOR VACUUM CIRCUIT BREAKER, 40kA MINIMUM INTERRUPTING. |
| B | CLIPPER LIBERTY C-96 2.5 MW WIND TURBINE GENERATOR, 690 V. |
| C | VESTAS V90 3.0 MW WIND TURBINE GENERATOR, WITH DRY TYPE TRANSFORMER INSTALLED IN NACELLE. |
| D | SURGE ARRESTER, STATION CLASS, 34.5kV, 22kV MCOV. |
| E | MANUAL SWING ARM OPERATED DISCONNECT SWITCH, 34.5kV, 2000A CONTINUOUS, 100kA MOMENTARY, 200kV BIL, 3 POLE, GROUP OPERATED, VERTICAL BREAK. |
| F | COLLECTION SYSTEM CABLE, OVERHEAD AND UNDERGROUND. |
| G | 34.5kV, 1200A, GENERAL PURPOSE, DEADTANK OUTDOOR VACUUM CIRCUIT BREAKER, 40kA MINIMUM INTERRUPTING; WITH INTERNAL MECHANICALLY INTERLOCKED GROUND SWITCH. BREAKER TO BE INSTALLED WITH GROUND SWITCH ON COLLECTOR CIRCUIT. |
| H | MANUAL SWING ARM OPERATED DISCONNECT SWITCH, 34.5kV, 3000A CONTINUOUS, 100kA MOMENTARY, 200kV BIL, 3 POLE, GROUP OPERATED, VERTICAL BREAK. |
| J | 34.5kV, 3000A, DEAD TANK OUTDOOR SF6 CIRCUIT BREAKER, 40kA MINIMUM INTERRUPTING |
| K | POWER TRANSFORMER, STEP-UP, 34.5/138kV, 132/176 MVA, ONAN/ONAF, BURIED TERTIARY, OLTC IN HV WINDING, 1PH 240/120VAC COOLING FANS, 8% IMPEDANCE. |
| L | SURGE ARRESTER, STATION CLASS, 108kV DUTY CYCLE RATING, 84kV MCOV, PORCELAIN HOUSING, METAL TOP. |
| M | 138kV, 2000A, SF6 INSULATED, DEAD TANK CIRCUIT BREAKER, 40kA MINIMUM INTERRUPTING. |
| N | MANUAL WORM GEAR OPERATED DISCONNECT SWITCH, 138kV, 2000A CONTINUOUS, 100kA MOMENTARY, 650kV BIL, GANG OPERATED RATED AT 30°C RISE OUTDOOR, VERTICAL BREAK, WITH ARCING HORNS. |
| O | COUPLING CAPACITOR VOLTAGE TRANSFORMER (CCVT), 138kV, 79.7kV L-G, 650kV BIL, 0.3 W,X,Y,Z ACCURACY, 2 SECONDARY WINDINGS, 69.4/115V. |
| P | EXPULSION FUSE. |
| Q | CURRENT LIMITING FUSE. |
| R | 138kV REVENUE METERING CURRENT TRANSFORMER, EXTENDED RANGE, CORE 1 2000:5 MULTIRATIO C800 CLASS, CORES 2-3 1200:5 SINGLE RATIO 0.15B1.8 CLASS ACCURACY FROM 0.6A TO 1800A, 650kV BIL, 60HZ. |
| S | NOT USED. |
| T | SURGE ARRESTER, DISTRIBUTION CLASS, 34.5kV, 22kV MCOV. |
| U | HOOKSTICK TYPE DISCONNECT SWITCH, 34.5kV, 1200A CONTINUOUS. |
| V | 34.5kV, 1200A, GENERAL PURPOSE, DEADTANK OUTDOOR VACUUM CIRCUIT BREAKER, 25kA MINIMUM INTERRUPTING; WITH INTERNAL MECHANICALLY INTERLOCKED GROUND SWITCH. |
| W | MANUAL SWING ARM OPERATED DISCONNECT SWITCH, 138kV, 2000A CONTINUOUS, GROUP OPERATED, CENTER BREAK "V" TYPE. |
| X1 | TRANSMISSION LINE, 138kV, (2-795 ACSR PER PHASE, LINE LENGTH 1.06 MILES LONG) |
| X2 | TRANSMISSION LINE, 138kV, (2-795 ACSR PER PHASE, LINE LENGTH 5.52 MILES LONG) |
| X3 | TRANSMISSION LINE, 138kV, 795 ACSR DRAKE PER PHASE, LINE LENGTH 8.52 MILES LONG |
| Y | PADMOUNT TRANSFORMER, 3 PHASE, 690V-34.5kV, 2750 KVA. |
| Z | 2 POSITION DISCONNECT SWITCH, ON/OFF, INSIDE PAD MOUNT TRANSFORMER. |
| AA | 138kV, 2000A CONTINUOUS, GANG OPERATED, 3 PHASE, AIR BREAK DISCONNECT SWITCH |
| AB | 138kV, 2000A, 40kA MINIMUM INTERRUPTING, CIRCUIT BREAKER |
| AC | 34.5kV CAP BANKS, 4 STEPS OF 11 MVAR EACH. 44 MVAR TOTAL. |

| | |
|---|---|
| CAD FILE NAME: | SM2-WF-100 |
| PREPARED BY: | M. BRAET |
| REVIEWED BY: | D. FALKENHEIM |
| APPROVED BY: | - |

DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.

MY LICENSE RENEWAL DATE IS:

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CHICAGO, ILLINOIS 60603-5780
WWW.SARGENTLUNDY.COM
SARGENT & LUNDY, LLC
REGISTRATION NO. IS F-2202

PROJECT

SHERBINO MESA WIND FARM II
PROJECT SUBSTATION

SHERBINO II WIND FARM, LLC
FORT STOCKTON, TEXAS

DRAWING TITLE

WIND FARM FACILITY
ONE LINE DIAGRAM

| SCALE | DRAWING NUMBER | REVISION |
|---|---|---|
| NONE | SM2-WF-100 | 0 |
| | SHEET 1 OF 1 | |

Form GDG-0401-01-13, ANSI (Imperial) AutoCAD Border - Size D - 22 x 34
Revision 11, Revision Date: 05-26-2010

Attachment 2

SCADA Table – Information Required by TSP and Generator II

A. Parameters provided by TSP to Generator II

- Megawatts (Primary and Backup)
- Megawatt hours (Primary and Backup)
- Voltage (per phase)
- Current (per phase)
- MVARS
- Power Factor
- Status of Breakers at White Baker relating to Generator II's Facility

B. Parameters provided by Generator II to TSP

- Megawatts
- Megawatt hours
- Voltage (per phase)
- Current (per phase)
- MVARS
- Status of Breakers

C. Digital Fault Recorders

- Ability of TSP to remotely access the Generator II's event recorders

# EXHIBIT B

See attached.

Amended and Restated
Exhibit "D"
Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement

<table>
<tr><td colspan="2">(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:</td></tr>
<tr><td>If to: Texas-New Mexico Power Company<br>Attn: System Operations<br>2641 Hwy 6<br>Alvin, TX 77511<br>24 Hour Telephone (281) 581-4705<br>Operational/Confirmation Fax (281) 388-0030<br>E-mail SOCoperators@tnmp.com</td><td>If to: Generator II<br>Sherbino II Wind Farm LLC<br>c/o Ares EIF Management LLC<br>Attention: Noah Ehrenpreis<br>Telephone: (781) 292-7017<br>Address: Three Charles River Place<br>63 Kendrick Steet, Suite 101<br>Needham, MA 02494<br>Email: nehrenpreis@aresmgmt.com<br><br>With a copy to:<br><br>Sherbino II Wind Farm LLC<br>c/o Power Plant Management Services, LLC<br>Attention: Fred Barber<br>Telephone: (704) 815-8000<br>Address: 10710 Sikes Place, Suite 300<br>Charlotte, NC 28277<br>Email: legalnotices@ppmsllc.com</td></tr>
<tr><td colspan="2">(b) Notices of an administrative nature:</td></tr>
<tr><td>If to: Texas-New Mexico Power Company<br>Attn: Engineering Director<br>577 N Garden Ridge Blvd<br>Lewisville, TX 75067<br>Phone: (214) 222-4144<br>Fax: (972) 420-7628<br>E-mail: EngineeringDirector@tnmp.com</td><td>If to: Generator II<br>Sherbino II Wind Farm LLC<br>c/o Ares EIF Management LLC<br>Attention: Noah Ehrenpreis<br>Telephone: (781) 292-7017<br>Address: Three Charles River Place<br>63 Kendrick Steet, Suite 101<br>Needham, MA 02494<br>Email: nehrenpreis@aresmgmt.com<br><br>With a copy to:<br><br>Sherbino II Wind Farm LLC<br>c/o Power Plant Management Services, LLC<br>Attention: Fred Barber<br>Telephone: (704) 815-8000</td></tr>
</table>

| | |
|---|---|
| | Address: 10710 Sikes Place, Suite 300<br>Charlotte, NC 28277<br>Email: legalnotices@ppmsllc.com |
| (c) Notice for statement and billing purposes: | |
| If to: Texas-New Mexico Power Company<br>Attn: Karen Corrigan<br>2641 Hwy 6<br>Alvin, TX 77511<br>Phone: (281)581-4717<br>E-mail:Karen.Corrigan@tnmp.com | If to: Generator II<br>Sherbino II Wind Farm LLC<br>c/o Ares EIF Management LLC<br>Attention: Noah Ehrenpreis<br>Telephone: (781) 292-7017<br>Address: Three Charles River Place<br>63 Kendrick Steet, Suite 101<br>Needham, MA 02494<br>Email: nehrenpreis@aresmgmt.com<br><br>With a copy to:<br><br>Sherbino II Wind Farm LLC<br>c/o Power Plant Management Services, LLC<br>Attention: Fred Barber<br>Telephone: (704) 815-8000<br>Address: 10710 Sikes Place, Suite 300<br>Charlotte, NC 28277<br>Email: legalnotices@ppmsllc.com |
| (d) Information concerning electronic funds transfers: | |
| If to: Texas-New Mexico Power Company<br>Bank Name Wells Fargo Bank<br>City, State Albuquerque, NM<br>ABA No. 121000248<br>for credit to:<br>TNMP Depository<br>Account No. 412-148-8159 | If to: Generator II<br>Wells Fargo Bank, N.A.<br><br>ABA No. 121000248<br>Account No. 4129296232<br>Account Name: Sherbino II Wind Farm LLC – Operating Account |
| (e) Notices for all matters relating to NERC Reliability Standards MOD-026 and MOD-027: | |
| If to: Texas-New Mexico Power Company<br>Attn: Manager of Transmission Planning<br>2641 Hwy 6<br>Alvin, TX 77511<br>24 Hour Telephone (281) 581-4705<br>Operational/Confirmation Fax (281) 388-0030<br>E-mail: MOD-026/027@tnmp.com | If to: Generator II<br>Sherbino II Wind Farm LLC<br>c/o Ares EIF Management LLC<br>Attention: Noah Ehrenpreis<br>Telephone: (781) 292-7017<br>Address: Three Charles River Place<br>63 Kendrick Steet, Suite 101<br>Needham, MA 02494<br>Email: nehrenpreis@aresmgmt.com |

| | |
|---|---|
| | With a copy to:<br><br>Sherbino II Wind Farm LLC<br>c/o Power Plant Management Services, LLC<br>Attention: Fred Barber<br>Telephone: (704) 815-8000<br>Address: 10710 Sikes Place, Suite 300<br>Charlotte, NC 28277<br>Email: legalnotices@ppmsllc.com |