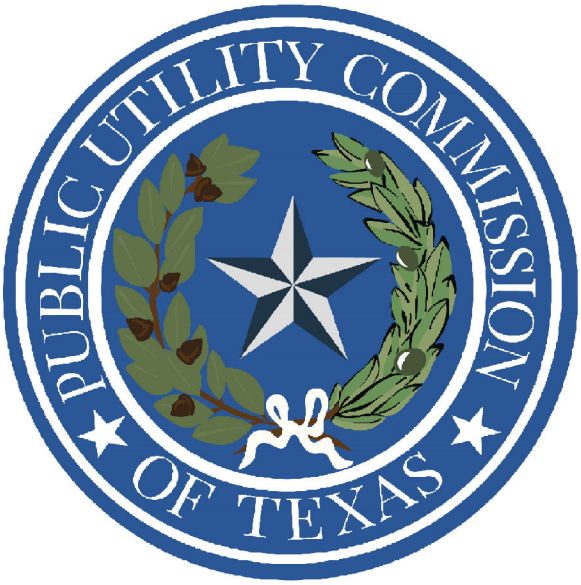

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ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Air Products Industrial Gas LLC

and

Texas-New Mexico Power Company

for

Gulf Coast Ammonia Plant

8/7/2020

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ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Standard Generation Interconnection Agreement (this "Agreement") is made and entered into this 7th day of August, 2020, between **Texas-New Mexico Power Company**, a Texas corporation ("Transmission Service Provider" or "TSP"), and **Air Products Industrial Gas LLC**, a Delaware limited liability company ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." References to a Party shall also be construed as a reference to such Party's successors and permitted assigns. 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 Agreement executed between the Air Products Industrial Gas LLC, as assignee of Air Products and Chemicals, Inc., and the Transmission Service Provider on October 23, 2019.

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

This Agreement shall become effective on and as of the date first written above upon the due execution and delivery of this Agreement by both Parties, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A".

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

A. The "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" attached hereto as Exhibit "A";

B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);

C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);

D. The Time Schedule attached hereto as Exhibit "B";

E. The Interconnection Details attached hereto as Exhibit "C";

F. The notice requirements attached hereto as Exhibit "D"; and

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.

Texas-New Mexico Power Company

By: DocuSigned by: James Neal Walker 9394F03E32ED434...
Name: Neal Walker
Title: President

Air Products Industrial Gas LLC

By: DocuSigned by: Matt Merkle 02F1B3265EB340F...
Name: Matt Merkle
Title: EPC Project Director

Exhibit "A"
Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement

ARTICLE 1. DEFINITIONS

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

1.1 "Affiliate" shall mean any person or entity that controls, is controlled by or is under common control with the Party in question. For purposes of this definition, control shall mean direct or indirect ownership or control of a majority of the voting interests of an entity.

1.2 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.

1.3 "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(19) or its successor.

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

1.5 "ERCOT Requirements" means the ERCOT Operating Guides, ISO Generation Interconnection Procedures as well as any other documents adopted by the ISO or ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation

facilities shall become the responsibility of the Generator, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.

1.6 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

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

1.8 "GIF" shall mean Generator's interconnection facilities as described in Exhibit "C."

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

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

1.11 "In-Service Date" shall be the date, as reflected in Exhibit "B," that the TIF will be ready to connect to the GIF.

1.12 "ISO" shall mean the ERCOT Independent System Operator. As of the effective date of this Agreement, the ISO is ERCOT.

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

1.14 "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.

1.15 "PUCT" shall mean the Public Utility Commission of Texas or its successor in

function.

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

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

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

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

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

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

1.22 "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.

1.23 "TSP" shall mean the Transmission Service Provider.

1.24 "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 Commercial Operation within one year after the scheduled Commercial Operation date reflected in Exhibit "B";

C. either Party may terminate this Agreement in accordance with Section 10.6; or

D. TSP may terminate this Agreement in accordance with Exhibit "B".

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. 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 the 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. The TSP 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 the TSP identified as "confidential" under seal stating, for the TSP's showing of good cause, that Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, Generator shall provide the TSP, in writing, with the Generator's basis for asserting that the information referred to in

this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request ISO and all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include the CCN required for the construction of the TIF.

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.1 Options. The Generator shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit "B" for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit "B." The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other contractors, other equipment suppliers, other material suppliers, additional contract personnel, additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF 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.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit "B." The Parties acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the Generator upon failure of the Parties to agree. In the process of negotiating the In-Service Date, Generator will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generator shall in no event be less than fifteen months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that the ISO refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in Exhibit "B," the TSP shall pay the Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generator, in the event the TIF are not completed by the In-Service Date, may include Generator's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generator shall be an amount equal to ½ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generator's actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the Generator shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP's estimate of the cost of the TIF under section 4.1.A and the TSP's estimate of the cost of the TIF under Section 4.1.B as reflected in Exhibit "C." Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to Generator if the Generator is not ready to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generator would have been able to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP's delay.

(v) If the In-Service Date has been designated by the Generator upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not met solely due to the TSP's failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents and quality of the TIF. To the extent the Generator acts as a subcontractor to the TSP, the following will

apply: 1) The Generator shall engineer, procure equipment, and construct the TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, the Generator shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering, equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generator shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generator for the reasonable and necessary costs incurred by the Generator to complete the TIF, not to exceed the amount specified in the subcontract. Such reimbursement shall be made within thirty days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then 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.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under

Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF.

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 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, the Generator shall deliver to the TSP the following "as-built" drawings, information and documents for the GIF: a one-line diagram, a site plan showing the Plant and the GIF, plan and elevation drawings showing the layout of the GIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generator's main-power transformers, the facilities connecting the Generator to the main power transformers and the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators.

5.3 TIF Construction. The TSP agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. For facilities not described in Exhibit "C," if either Party makes equipment changes to the Plant, the GIF, the TIF or the TSP System which it knows will affect the operation or performance of the other 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 Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific metering, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

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

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

D. The TSP will notify the Generator at least five (5) business 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 Requirements.

F. The TSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the metering equipment to the TSP, that are necessary for the effective operation of the Plant and the GIF with the TSP System. Such communication facilities shall be included in Exhibit "C." The Generator shall make arrangements to procure and bear the cost of such facilities.

G. Any changes to the meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other 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 such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

5.6 System Protection and Other Controls Requirements.

A. Each Party's facilities shall be designed to isolate any fault, or to correct or isolate any abnormality, that would negatively affect the other Party's system or other entities connected to the TSP System.

B. The Generator shall be responsible for protection of its facilities consistent with ERCOT Requirements.

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generator's units.

D. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other 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.

F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both

calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, the ERCOT Requirements, PUCT Rules and all applicable laws and regulations. Subject to any necessary ISO approval, each Party shall provide necessary equipment outages to allow the other 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 Requirements.

6.2 Control Area. The Control Area within ERCOT is a single Control Area.

6.3 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.

6.4 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the 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 Requirements.

6.5 Switching and Clearance.

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

B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to the Plant shall be addressed in Exhibit "C."

6.6 Start-Up and Synchronization. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, the Generator is responsible for the proper synchronization of the Plant to the TSP System.

6.7 Routine Operational Communications. On a timely basis, the Parties shall exchange all information necessary to comply with ERCOT Requirements.

6.8 Blackstart Operations. If the Plant is capable of blackstart operations, Generator will coordinate individual Plant start-up procedures consistent with ERCOT

Requirements. Any blackstart operations shall be conducted in accordance with the blackstart criteria included in the ERCOT Requirements and the TSP Blackstart Plan on file with the ISO. Notwithstanding this section, the Generator is not required to have blackstart capability by virtue of this Agreement. If the Generator will have blackstart capability, then Generator shall provide and maintain an emergency communication system that will interface with the TSP during a blackstart condition.

6.9 Power System Stabilizers. The Generator shall procure, install, maintain and operate power system stabilizers if required to meet ERCOT Requirements and as described in Exhibit "C."

ARTICLE 7. DATA REQUIREMENTS

7.1 Data Acquisition. The acquisition of data to realistically simulate the electrical behavior of system components is a fundamental requirement for the development of a reliable interconnected transmission system. Therefore, the TSP and the Generator shall be required to submit specific information regarding the electrical characteristics of their respective facilities to each other as described below in accordance with ERCOT Requirements.

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation and shall include transmission system data necessary to allow the Generator to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generator. The initial data submission by the Generator, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation and shall include a completed copy of the following forms contained in

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

8.2 TSP's Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Exhibit "E." Within five business days after the Plant achieves Commercial Operation, the TSP shall return the deposit or security to the Generator. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Exhibit "B" or if this Agreement is terminated in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or

security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Exhibit "E," any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Except as permitted by Paragraph 9.1.J, 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 coverages, with insurers authorized to do business in Texas:

A. Employers Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars ($1,000,000) each accident bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including 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 Affiliates, and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured.

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. Upon request, each Party shall provide an "evidence only" certificate of all insurance required in this Agreement.

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

K. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the 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 any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, epidemic, pandemic, public health emergency, or restraint by any 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 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 Commission 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 the Generator shall not constitute a waiver of the Generator's legal rights to obtain an interconnection from the TSP under a new interconnection agreement.

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

10.11 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

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

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon 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 corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to 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 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. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10.18 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that if the Generator (or any third-party, but only if such third-party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

10.19 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

10.20 Invoicing and Payment. Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Rules and as specified in writing in an Exhibit "E" attached hereto), invoicing and payment rights and obligations under this Agreement shall be governed by PUCT Rules or applicable Governmental Authority. Invoices shall be rendered to the paying Party at the address specified on, and payments shall be made in accordance with the requirements of, Exhibit "D."

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other 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

Interconnection Option chosen by Generator (check one): _X_ Section 4.1.A. or ____ Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) N/A good faith negotiations, or (2)N/A designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with design, procurement and construction and provide security, as specified in Sections 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date: **Upon execution of this Agreement**. Concurrently upon execution of this Agreement, the Generator hereby provides TSP with authorization to proceed with design, procurement and construction as referenced in Sections 4.2 and 4.3.

Date by which Generator must provide in form and substance acceptable to TSP all necessary rights-of-way, easements and other and real property rights for the TIF as required to be provided by Generator pursuant to Paragraph 8, Exhibit "C" below (such rights-of-way, easements and other real property rights for the TIF, in form and substance acceptable to TSP, are collectively referred to herein as the "ROW"): **6/1/2021**

In-Service Date(s): **6/1/2022**

Scheduled Trial Operation Date: **the later of 7/1/2022 or thirty (30) days after the In-Service Date**

Scheduled Commercial Operation Date: **the later of 8/1/2022 or sixty (60) days after the In-Service Date**

The Parties may mutually agree to change the dates and times of this Exhibit B.

In the event that the Generator does not provide any notice to proceed, security, and/or the ROW by the date(s) required above, then each of the following shall occur: (i) the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date shall each be extended on a day-for-day basis or such longer period of time, as determined by the TSP, required as a result of the delay; (ii) if the TSP reasonably determines that the costs of planning, licensing, procuring equipment and materials, and/or constructing the TIF has increased or will increase as a result of the delay, then the TSP may request that the Generator provide additional Performance Assurance to the TSP in the amount of the estimated increase in costs, and the Generator shall provide such additional requested Performance Assurance, as set forth in Exhibit "E"; and (iii) until all notices to proceed, security and the ROW have been provided by the Generator, a Default of the Generator under Section 10.6 of this Agreement shall be deemed to have occurred, notwithstanding any cure period otherwise provided for in Section 10.6, and the TSP may exercise all rights and remedies.

With respect to easements and rights-of-way across, under, above and through land that is not owned by Generator that TSP determines is required for the installation, construction, operation, maintenance, replacement and removal of the TIF, TSP will use commercially reasonable efforts to obtain an easement and right-of-way from the owner of such land, in the name of TSP and in form and substance acceptable to TSP (such rights-of-way, easements and other real property rights for the TIF, in form and substance acceptable to TSP, are collectively referred to herein as the "Third Party ROW"). Generator acknowledges and agrees that TSP will not commence construction of the TIF until after TSP has received the Third Party ROW, and that the project schedule and dates established in Exhibit "B" are based on the assumption that TSP will obtain the Third Party ROW. However, the process and time required for obtaining the Third Party ROW is subject to many factors outside the reasonable control of TSP, and this process may take longer than anticipated. In the event that all Third Party ROW is not obtained by TSP by **March 15, 2022** then each of the following shall occur: (i) the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date shall each be extended on a day-for-day basis or such longer period of time, as determined by TSP, required as a result of the delay; and (ii) if TSP reasonably determines that the costs of planning, licensing, procuring equipment and materials, and/or constructing the TIF has increased or will increase as a result of the delay, then TSP may request that the Generator provide additional Performance Assurance to TSP in the amount of the estimated increase in costs, and the Generator shall provide such additional requested Performance Assurance, as set forth in Exhibit "E".

While the Parties do not anticipate that TSP will not obtain the Third Party ROW, in the event that TSP does not obtain the Third Party ROW, the Parties agree that they will work together cooperatively and in good faith to reach a mutually acceptable resolution, which resolution will address the responsibility to construct the necessary transmission facilities, the costs incurred in seeking the Third Party ROW, adjustments to the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date set forth in Exhibit "B", and any adjustment to the amount of the Performance Assurance required. In the event that the Parties agree upon the resolution, the Parties shall prepare and execute a mutually acceptable amendment to this Agreement setting forth such resolution. In the event that the Parties are unable to reach agreement on a resolution or amendment to this Agreement within sixty (60) days after TSP determines it cannot obtain the Third Party ROW, then TSP may terminate this Agreement by providing written notice thereof to the Generator.

For the avoidance of doubt, the above does not set forth the only circumstances under which the In-Service Date(s), the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date may be extended or additional Performance Assurance may be required.

Exhibit "C"
Interconnection Details

1) Name: Gulf Coast Ammonia Plant ("Plant")

2) Point of Interconnection Location:
TSP system side of Plant's terminating structure inside Generator's GIFSUB, located off of 2nd Ave S, Texas City, Texas 77590, Galveston County, Texas.

3) Delivery Voltage: 138kV

4) Number and Size of Generating Units:
The Plant is operated as a Co-generation site. The maximum plant load is estimated to be approximately 93 MW and the generation side will be comprised on one (1) generator with a total net rating of 63 MW ("Planned Capacity"), which is projected to be the Plant's Net Dependable Capability, as defined by ERCOT Requirements. The plant run scenarios, detailing the various swings in generation and load, that have been considered are attached as Exhibit "F".

5) Type of Generating Units:
   A) Description
   B) One Baker Hughes steam turbine generator rated at approximately 63 MW. The steam turbine generator will share a dual feed 138 KV main power transformer and dual feeders with 13.8 kV winding connected to plant transformers will feed the steam turbine generator

6) Metering Equipment:

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

7) Generator Interconnection Facilities:
The Generator proposed Texas City facility will consist of a Generator owned and installed substation designed to power an air separation plant, a hydrogen plant, an ammonia plant and an ammonia storage and utilities area (Area 3).

The substation will have two 138kV incoming lines, each going to a 138kV breaker and a 100 MVA 138/34.5kV transformer. The 34.5kV bus will have a main-tie-main arrangement to provide redundant feeds to all the loads. In the event of the loss of one of the incoming feeders, the main-tie-main arrangement will quickly restore power to the side that lost power. The 34.5kV

bus will also be connected to a 65 MW steam turbine generator with a captive step-up transformer.

The hydrogen plant, air separation plant and area 3 will each have a single feed from the 34.5kV bus. The ammonia plant shall have two feeds from the 34.5kV bus

During normal operations, all the power produced by the steam turbine generator will be consumed within the facility. If the steam turbine generator would happen to be offline, the steam would bypass the turbine and go to a condenser. Under this condition, the total facility electric load (about 95 MW) would be supplied from the grid.

If the hydrogen plant is running, but the ammonia and air separation plants are both down than the facility will export about 10 MW to the electric grid. Under this condition, the hydrogen being produced will be sent to the hydrogen pipeline network.
The ammonia plant has its own separate Power Distribution Control (PDC) building with a main-tie-main arrangement on the 13.8kV bus. In the event of a loss of power on one of the incoming feeds, the tie breaker will automatically close to restore power to the side that lost power.

MV (13.8kV) motor loads in the ammonia plant will consist of a 6,750 HP recirculation compressor (possibly combined with the Syngas Compressor), a 60,000 HP syngas compressor and a 15,000 HP refrigeration compressor. The 60,000 HP syngas compressor motor will be started via medium voltage VFD. Once up to speed, the motor will be connected directly across the line with a bypass breaker. This same VFD will then be used to start the 15,000 HP refrigeration compressor and allow that compressor to run at varying speeds. The refrigeration compressor will have to be stopped anytime the syngas compressor needs to be started.
The area 3 PDC will be owned by the Generator and have loads associated with ammonia (GCA) and utilities (AP). The Generator owned diesel generator will supply emergency power for Refrigeration/boil off compressor (GCA) and the fire water pumps (AP).

There will also be a Generator owned diesel generator in Area 1, that will supply emergency power to the ammonia and hydrogen plants as well as lube oil pumps to provide bearing protection on shutdown for the Ammonia plant compressors (GCA), and the steam turbine generator.

8) Transmission Service Provider Interconnection Facilities:

A) TSP will provide a 138 kV transmission line from the Point of Interconnection to TSP's Cattail Switching Station and two metered line terminal position within TSP's Cattail Switching Station, which facilities consist of steel structures, poles, conductors, breakers, switches instrument transformers and associated protection, control and metering equipment and communication for the transmission line. TSP's Cattail Switching Station will be located at approximately 29°22'57.45"N, 94°54'7.96"W.
B) TSP shall complete its entire scope of work on the Cattail Switching Station (except for Punch List Items) including, but not limited to, bus works, supports, structures, circuit breakers, disconnect switches, relays, and other equipment necessary for

protection and coordination, controls, and wiring all as necessary to provide an interconnection between Plant's generation facilities and TSP's System; energize the same, and interconnect with Plant, all as provided herein.

1) Punch List Items are defined as those non-material items of work that remain to be performed in order to ensure full compliance with this Agreement. Punch List Items do not include any items of work, alone or in the aggregate, non-completion of which
(i) prevents the Cattail Switching Station from being used for its intended purposes as described in this Agreement or in accordance with applicable laws; (ii) prevents the Cattail Switching Station from being legally, safely, and reliably placed in commercial operation; or (iii) in the exercise of reasonable engineering judgment could have an adverse effect on the operation, efficiency, or reliability of the Cattail Switching Station, or its ability to transmit the Plant's power to the ERCOT grid.

C) TSP shall furnish, own, and maintain the connection from TSP's equipment to Plant's terminating structure(s) at the Point of Interconnection, including phase conductors, static conductors, structures, tower fittings, suspension insulators, terminating clamps and line conductor terminal fittings with NEMA standard four-hole flat pads for attachment to the NEMA four-hole pads on Plant's disconnecting device.

D) TSP shall furnish, own, and maintain the connection from Cattail Switching Station to TSP's transmission system.

E) TSP shall develop and install transmission improvements that it determines, in its sole discretion, are foreseeable and reasonably necessary to safely, reliably, and economically integrate the Plant into the TSP System.

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

9) Communications Facilities:

Generator shall be responsible for providing communication circuits, including, but not limited to, any managed network and hardware maintenance expenses for communication facilities used by Generator at the GIF. For all circuits used by the TSP and that terminate at the TIF, the TSP shall be responsible for ordering, owning, managing, reporting trouble and coordinating corrective action with TSP privately-owned or leased communication services provider. TSP may use other ERCOT-approved modern digital cellular or wireline communication technology services in place of an analog business telephone line for remote EPS meter access and/or voice communications.

10) System Protection Equipment:

A) Generator shall provide relays, circuit breakers, and other devices necessary to promptly remove fault contributions of the generation equipment to any short circuits on the TSP System as required by ERCOT Requirements and Good Utility Practice. Such protective

equipment shall consist of, at a minimum, a switch or disconnecting device with the appropriate interrupting capability to be located at the Plant switchyard. In addition to faults inside the Plant and GIF, the Generator is responsible, to the extent required by ERCOT Requirements and Good Utility Practice, for protection of such facilities from such conditions as negative sequence currents, over and under frequency events, sudden load rejection, over or under voltage, Generator loss of field, inadvertent energization (reverse power) and un-cleared transmission system faults.

B) Generator shall provide two sets of protective relaying accuracy (C800) current transformers on Generator's 138 kV circuit breakers associated with the protective relaying between Plant and the Cattail Switching Station. Each set of current transformers will provide signals to independent sets of primary and backup protective relays for the interconnecting lead between the GIF and the Cattail Switching Station. The current transformer ratio will be approved by the TSP relay protection engineer and reflected on the Generator's drawings.

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

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

E) In accordance with Good Utility and Practice, the TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generator shall have the right to review and comment on such protection requirements and such comments shall not be unreasonably refused when determining such requirements. The TSP and Generator shall work together to coordinate the relay system protection between GIF and the TSP transmission system so as to not affect the ERCOT system. Relaying may require updating from time to time, and the Parties will be responsible to update, at their costs, the relay enhancements consistent with Good Utility Practice.

F) The fiber optic communication cables between the Cattail Switching Station control house and the GIFSUB control house will have approximately 60 strands of single mode fiber optic cable to be utilized at 1300 nm wavelength for communication of protection data and telemetry.

11) Telemetry Requirements:

Real-time and other data and electrical parameters will be communicated from the TSP and GIF to ERCOT for communication to the other party via ERCOT ICCP

12) Supplemental Terms and Conditions:

Practices for Parallel Generation

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

If any generating unit at the Plant is an induction machine or if an inverter system is being considered for the Plant, Generator shall consult with TSP during the planning and design process and provide additional information if requested by TSP.

General Operating and Design Requirements

TSP's nominal transmission voltage is 138 kV.

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

The Parties shall develop and execute operating procedures to facilitate the coordination and energization of the GIF. The Parties will reasonably cooperate in properly synchronizing the Plant with the TSP System. Generator shall provide to TSP for review the most current specifications, control drawings and one-line diagrams for the GIF and any associated equipment. TSP will review and provide comments at its discretion on those portions of the drawings and diagrams that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and Generator shall provide TSP with final copies of the revised drawings. TSP's review of and comment on Generator's specifications, control drawings or one-line diagrams shall not be construed as confirming, warranting, or endorsing any design, plans, equipment choice, nor the safety, durability, suitability, or reliability of the Plant, GIF, or other equipment.

Generator shall not energize or de-energized TIF circuits, unless under direction of the TSP.

The Generator step up transformer shall be connected to the TIF and delta connected to the GIF.

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

a) Voltage - The Plant shall not cause excessive voltage excursions. Generator shall operate its Plant in such manner that the voltage levels on the TSP System are in the same range as if the Plant was not connected to the TSP System. Generator shall provide an automatic method of disconnecting its Plant and GIF from the TIF to protect against excessive voltage excursions.

b) 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.

c) 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.

d) 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.

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

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

g) Excitation System and Automatic Voltage Regulation - The Plant's interconnected generator excitation system shall conform to any applicable criteria specified in American National Standards Institute Standard C50.13-2005. Generator shall install and operate a power system stabilizer for Generator's excitation system in accordance with ERCOT Requirements.

Plant exciter and exciter controls shall have "ride-through" capability for significant system voltage disturbances.

Generator shall maintain an automatic voltage regulator in service and operable at all times. If the automatic voltage regulator is removed from service for maintenance or repair, Generator shall notify TSP in advance.

h) Governor System - The Plant governor shall be able to respond to interconnection frequency deviations and help return interconnection frequency to normal following a disturbance on the ERCOT power system to assist in maintaining interconnection stability.

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

Generator is solely responsible for the protection of its Plant from automatic reclosing by TSP. When TSP's source breakers trip and isolate the Plant, Generator shall use Reasonable Efforts to ensure that its generation is disconnected from the Point of Interconnection prior to automatic

reclosure by TSP.

Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.

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

Safety

Generator personnel and their invitees and agents are to be fully aware of the existence and location of TSP's transmission, substation and distribution facilities. Generator personnel and their invitees and agents shall be knowledgeable of the risks of conducting activities in the vicinity of such facilities and be knowledgeable of the procedures and precautions necessary to minimize such risks. This includes, but is not limited to, those set for in the OSHA regulations, National Electric Safety Code (NESC, ANSI C2-1990), National Electrical Code (NEC), and Sections 754.001 *et. seq.* of the Texas Health and Safety Code.

Miscellaneous

To the extent that any payment made by Generator to TSP pursuant to Sections 2.2 and 8.3 of Exhibit "A" is taxable income for federal income tax purposes, as determined by TSP, such payment shall be increased by an adder, as determined by TSP in accordance with its normal practices, to cover the effects of Generator's payment on TSP's tax liability.

The Parties acknowledge and agree that the interconnection studies were performed, and the TIF was designed, on the basis of the Plant generating the Planned Capacity. Generator agrees that it will operate the Plant such that the Plant does not generate electrical energy in excess of the Planned Capacity; provided, however, that with the prior written consent of TSP, Generator may operate the Plant to generate more electrical energy than the Planned Capacity to the extent consented to by TSP.

The TSP considers the energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, the TSP will not be the provider of this retail service. Generator shall make necessary arrangements with an appropriate retail supplier for the energy and power that the Plant and GIF may consume from the transmission grid through the Point of Interconnection.

Special Operating Conditions, if any, attached:

None.

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

Exhibit "D"

Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:	
If to: Texas-New Mexico Power Company Attn: System Operations 2641 Hwy 6 Alvin, TX 77511 24 Hour Telephone (281) 581-4705 Operational/Confirmation Fax (281) 388-0030 E-mail SOCoperators@tnmp.com	If to: Air Products Industrial Gas LLC Attn: John Wolfrom 16945 Northchase Drive Houston, Texas 77060 Phone: 610-481-7342 E-mail: wolfrojj@airproducts.com
(b) Notices of an administrative nature:	
If to: Texas-New Mexico Power Company Attn: Engineering Director 577 N Garden Ridge Blvd Lewisville, TX 75067 Phone: (214) 222-4144 Fax: (972) 420-7628 E-mail: EngineeringDirector@tnmp.com	If to: Air Products Industrial Gas LLC Attn: Matt Merkle (Project Director) 7201 Hamilton Blvd. Allentown, PA 18195 Phone: 610-481-2654 E-Mail: merklems@airproducts.com
(c) Notice for statement and billing purposes:	
If to: Texas-New Mexico Power Company Attn: Karen Corrigan 2641 Hwy 6 Alvin, TX 77511 Phone: (281)581-4717 E-mail:Karen.Corrigan@tnmp.com	If to: Air Products Industrial Gas LLC Attn: John Wolfrom 16945 Northchase Drive Houston, Texas 77060 Phone: 610-481-7342 E-mail: wolfrojj@airproducts.com
(d) Information concerning electronic funds transfers:[1]	

[1] Within thirty (30) days of execution of this Agreement, the Parties will exchange instructions regarding the transfer of funds to be used to pay invoices hereunder, including instructions regarding how to make payments by wire transfer.

Exhibit "E"
Security Arrangement Details

Concurrently upon the execution of this Agreement, the Generator shall provide Performance Assurance (as defined below) to the TSP in the form of an irrevocable standby letter of credit, in the same form and substance as Exhibit "E-1" attached hereto, in the original face amount equal to the Collateral Amount (as defined below). The Generator shall provide and maintain Performance Assurance in an amount not less than the Collateral Amount. All fees and charges relating to the Performance Assurance shall be borne by the Generator.

If at any time the amount of Performance Assurance held by the TSP is less than the Collateral Amount, then the TSP may request that the Generator provide additional Performance Assurance to the TSP in an amount equal to such deficiency. Within five business days after receipt of such a written request, the Generator will provide such requested Performance Assurance to the TSP. For purposes of determining the amount of Performance Assurance held by the TSP in the form of a letter of credit, the amount held shall equal the undrawn face value of the letter of credit, unless such letter of credit expires within 45 days or the issuer does not have the required credit rating asset forth below, in which case, the amount held shall equal 0.

If the TSP reasonably determines that the costs of planning, licensing, procuring equipment and materials, and/or constructing the TIF has increased or will increase as a result of any Force Majeure event, any acts or omissions of the Generator (including, without limitation, failure to provide any notice to proceed or security by the date(s) required), any delay in the occurrence of events required to be completed by specific dates as described in Exhibit "B", any change in the Facility or the GIF, or any other events or circumstances outside of the reasonable control of the TSP, then the TSP may request that the Generator provide additional Performance Assurance to the TSP in the amount of the estimated increase in costs. Within five business days after receipt of such a written request, the Generator will provide such requested Performance Assurance to the TSP.

The Generator shall provide written notice to the TSP not more than 75 days nor less than 60 days prior to the date of expiration of any letter of credit provided to TSP as Performance Assurance under this Agreement, together with an explanation of how Generator intends to either extend or renew such letter of credit or replace such letter of credit with other Performance Assurance in the amount of the Collateral Amount, and in each case: (a) the extension or renewal of the then current irrevocable standby letter of credit or the replacement of such letter of credit with other Performance Assurance shall be effected not less than 45 days prior to the expiration date of the then current letter of credit; and (b) any extended, renewed or replacement irrevocable standby letter of credit will not expire prior to the date that is one year from the expiration date of the then current letter of credit. The TSP shall not be obligated to return the then current letter of credit to the Generator until it receives the extended or renewed irrevocable standby letter of credit or replacement Performance Assurance in the amount of the Collateral Amount. If the TSP does not receive the extended or renewed irrevocable standby letter of credit or replacement Performance Assurance in the amount of the Collateral Amount at least 45 days prior to the

expiration of the then current letter of credit in effect, the TSP may draw down the full amount of the then current letter of credit, and any and all amounts drawn by the TSP shall constitute cash security and Performance Assurance provided to the TSP in the form of cash.

If at any time the credit rating of a financial institution that is the issuer of a letter of credit provided as Performance Assurance to the TSP hereunder falls below "A2" by Moody's Investors Service, Inc. or "A" by Standard and Poor's Financial Services LLC with respect to such entity's long-term, unsecured, unsubordinated deposits, the TSP may request replacement Performance Assurance from the Generator in an amount equal to the Collateral Amount. Within five business days after receipt of such a written request, the Generator will provide such requested Performance Assurance to the TSP. The TSP shall not be obligated to return to the Generator the letter of credit then held by the TSP until it receives the replacement Performance Assurance in the amount of the Collateral Amount. If the TSP does not receive the replacement Performance Assurance in the amount of the Collateral Amount within the five business day period set forth in the preceding sentence, the TSP may draw down the full amount of the letter of credit then held by the TSP, and any and all amounts drawn by the TSP shall constitute cash security and Performance Assurance provided to the TSP in the form of cash.

Failure to provide and maintain Performance Assurance as and when required by this Agreement, including, without limitation, any failure to provide additional Performance Assurance, to extend or renew an irrevocable standby letter of credit, or to provide replacement Performance Assurance as and when required, shall be deemed a Default of the Generator under Section 10.6 of this Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and the TSP may exercise all rights and remedies.

Performance Assurance shall secure the performance by the Generator of its obligations under this Agreement. As security for the payment of all amounts due or that may become due from the Generator to the TSP under this Agreement, the Generator hereby grants to the TSP a pledge of and a first priority continuing security interest in and lien on and right of setoff against any cash held by the TSP as Performance Assurance. In addition to any other rights and remedies that may be available to the TSP under this Agreement (including, without limitation, Section 8.3) or otherwise, if the Generator fails to pay any amount hereunder when due, then the TSP may exercise one or more of the following rights and remedies: (i) exercise its rights of setoff against the Performance Assurance; (ii) draw on any letter of credit provided hereunder to the TSP; and (iii) exercise any and all rights and remedies available to a secured party under applicable laws and regulations with respect to the Performance Assurance. The TSP shall apply any such setoff against the Performance Assurance and proceeds received from any such draw on a letter of credit to reduce the Generator's obligations under this Agreement (the Generator remaining liable for any amounts owing to the TSP after such application).

Within five business days after the Facility has achieved Commercial Operation and the TSP has received written notification from the Generator thereof, or if applicable, within five business days after all obligations of the Generator hereunder following the termination of this Agreement have been satisfied, then the TSP shall release and return to the Generator any remaining Performance Assurance provided by the Generator under this Agreement; provided that the TSP may retain Performance Assurance as permitted pursuant to this Agreement.

As used herein, each of the following terms shall have the meaning set forth below:

"Collateral Amount" means an amount equal to Fifteen Million, Eight Hundred Thirty Thousand Dollars ($15,830,000); provided that Collateral Amount shall be increased by any additional amount of Performance Assurance requested by the TSP as described in the third paragraph of this Exhibit "E".

"Performance Assurance" means (i) an irrevocable standby letter of credit, in form and substance acceptable to the TSP, from a U.S. bank or other U.S. financial institution acceptable to the TSP that has a credit rating of "A2" or better by Moody's Investors Service, Inc. and "A" or better by Standard and Poor's Financial Services LLC with respect to such entity's long-term, unsecured, unsubordinated deposits, and (ii) any cash held by TSP as security as set forth in this Exhibit "E".

Exhibit "E-1"
Form of Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUING BANK:

AMOUNT:

ISSUE DATE:

BENEFICIARY: Texas-New Mexico Power Company
577 N. Garden Ridge Blvd
Lewisville, TX 75067

APPLICANT: Air Products Industrial Gas LLC
7201 Hamilton Boulevard
Allentown, PA 18195-1501

Gentlemen:

By order of and for the account of Air Products Industrial Gas LLC, a Delaware limited liability company ("Applicant"), we hereby establish in your favor, for the benefit of Texas-New Mexico Power Company ("you" or "Beneficiary"), our Irrevocable Standby Letter of Credit No. _____ (this "Letter of Credit") whereby you are hereby irrevocably authorized to draw on us, in one or more drawings, by your draft or drafts at sight, an aggregate amount not to exceed _____ Dollars ($_____) (such amount, as it may be reduced by the amount of drafts drawn hereunder and paid by us, the "Stated Amount").

You may draw upon this Letter of Credit at any time, and from time to time, on or prior to the Expiration Date (as defined below) by presenting (a) a sight draft in the form of Exhibit A (a "Sight Draft"), completed in accordance with the instructions contained in such Exhibit A and signed by your authorized signatory, and (b) a certificate in the form of Exhibit B (a "Certificate"), completed in accordance with the instructions contained in such Exhibit B and signed by your authorized signatory. The amount of any draft drawn hereunder and paid by us shall be endorsed on this Letter of Credit. Partial and multiple drawings may be made under this Letter of Credit.

Presentation of any Sight Draft and Certificate shall be made at our office located at _____ by overnight delivery or courier services, hand delivery, or registered mail. We hereby agree that any Sight Draft drawn under and in compliance with the terms and conditions of this Letter of Credit accompanied by a Certificate shall be duly honored by us upon

delivery, if presented on or before our close of business on the Expiration Date (as defined below) at our office specified in the preceding sentence. You may confirm our receipt of Sight Drafts and Certificates by telephone at _____.

Payment of a drawing shall be made to you in the amount specified in the applicable Sight Draft, in immediately available funds, within three Business Days after presentation of the Sight Draft and the Certificate. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or day on which the commercial banks in New York are not open for business. If any drawing or the stipulated documentation presented in connection therewith contains one or more discrepancies from the terms herein, we will further advise you of such discrepancies by communications to Scott Seamster at scott.seamster@pnmresources.com and (214) 222-4143 (or such other person at such other telephone number, fax number and email address as the Beneficiary may notify us of in writing at our address set forth above) within such three Business Days, give the reasons for such non-compliance, and upon your instructions, we will hold any documents at your disposal or return the same to you. You may correct any non-conforming presentation.

The expiration date of this Letter of Credit (the "Expiration Date") shall be the earliest to occur of (i) the date that the Stated Amount is reduced to zero, (ii) the date this Letter of Credit is returned to us by you for cancellation accompanied by a cancellation letter, and (iii) at the close of business (where presentations are to be made hereunder) on _____ or such later date as extended as set forth herein. It is a condition of this Letter of Credit that it shall be automatically extended for an additional period of one year from the present and each future Expiration Date unless at least ninety (90) days prior to the then current Expiration Date we send you notice in writing (by registered mail, return receipt requested, or overnight courier) at your address set forth above, to the attention of Scott Seamster (or such other person as the Beneficiary may notify us of in writing at our address set forth above), that we elect not to extend this Letter of Credit for an additional one year period.

All bank charges, including, without limitation, fees and commissions, shall be for the account of Applicant.

This Letter of Credit is issued subject to the International Standby Practices, International Chamber of Commerce Publication No. 590 (the "ISP98") and, as to matters not covered by the ISP98, shall be governed by, and construed in accordance with, the laws of the State of New York. If a conflict between the ISP98 and the laws of the State of New York shall occur, the ISP98 shall prevail.

Very truly yours,

_____

By: _____
Name:
Title:
AUTHORIZED SIGNATORY

Exhibit A
to Irrevocable Standby Letter
of Credit No. _____

SIGHT DRAFT

[*Insert Bank name and address*]

Re: Irrevocable Standby Letter of Credit No._____

On Sight

Pay to [Texas-New Mexico Power Company] [pay to account no. _____ for the benefit of Texas-New Mexico Power Company] in immediately available funds _____ United States Dollars (USD $_____) pursuant to Irrevocable Standby Letter of Credit No. _____ of _____.

TEXAS-NEW MEXICO POWER COMPANY

By: _____
Name:
Title:

Exhibit B
to Irrevocable Standby Letter
of Credit No. _____

[*Insert Bank name and address*]

Re: Irrevocable Letter of Credit No._____

Ladies/Gentlemen:

This is a certificate presented in accordance with your Irrevocable Standby Letter of Credit No. _____ held by us (the "LOC"). Reference is hereby made to the ERCOT Standard Generation Interconnection Agreement, dated August __, 2020, between Texas-New Mexico Power Company ("Beneficiary"), and Air Products Industrial Gas LLC, a Delaware limited liability company ("Applicant") (such contract, as the same may be amended or amended and restated from time to time, the "Interconnection Agreement").

We hereby certify that at least one of the following events, indicated by a mark next to the applicable item below, has occurred:

_____ (i) the Applicant has failed to pay or perform under the Interconnection Agreement, and the cure period for the Applicant with respect to such failure to pay or perform, if any, as provided in the Interconnection Agreement has lapsed; or

_____ (ii) Beneficiary has the right to draw on the Letter of Credit pursuant to the terms of the Interconnection Agreement.

IN WITNESS WHEREOF, this certificate has been executed and delivered by a duly authorized officer of the undersigned.

TEXAS-NEW MEXICO POWER COMPANY

By: _____
Name:
Title:

Exhibit "F"

Case	Plants in Operation	Power Generated	Export Power	Import Power	Notes	Time to settle to the specified import level from the time of turbine trip	Duration of specified import level for each of the turbine trip events
1	NH3, H2, N2	63 MW	0 MW	25-30 MW	No export power, all power consumed	N/A	N/A
1a	NH3, H2, N2	0 MW	0 MW	88-93 MW	Turbine Trip	Instantaneous	However long it takes to restore the turbine. Minutes to weeks depending on what caused the turbine trip. Steam from load processes condensed (vented) for duration of turbine outage.
2	NH3, N2	36 MW	0 MW	45-50 MW	H2 plant shutdown, import H2 from pipeline, steam from NH3	N/A	N/A
2a	NH3, N2	0 MW	0 MW	81-86 MW	Turbine Trip	Instantaneous	However long it takes to restore the turbine. Minutes to weeks depending on what caused the turbine trip. Steam from load processes condensed (vented) for duration of turbine outage.
3	H2, N2	27 MW	0 MW	8 -12 MW	NH3 plant down for short period, run both H2 and N2 until NH3 back online	N/A	N/A
3a	H2, N2	0 MW	0 MW	35-39 MW	Turbine Trip	Instantaneous	However long it takes to restore the turbine. Minutes to weeks depending on what caused the turbine trip. Steam from load processes condensed (vented) for duration of turbine outage.
4	NH3, H2	63 MW	0-2 MW	0-2 MW	N2 supply via LIN backup for ~7 hours	N/A	N/A
4a	NH3, H2	0 MW	0 MW	61-65 MW	Turbine Trip	Instantaneous	However long it takes to restore the turbine. Minutes to weeks depending on what caused the turbine trip. Steam from load processes condensed (vented) for duration of turbine outage.
5	H2 only	14 MW	0-5 MW	0 MW	Only H2 plant running for export to AP pipeline network, H2 plant runs at turndown	N/A	N/A
5a	H2 Only	0 MW	0 MW	9-14 MW	Turbine Trip	Instantaneous	However long it takes to restore the turbine. Minutes to weeks depending on what caused the turbine trip. Steam from load processes condensed (vented) for duration of turbine outage.
6	NH3 only	36 MW	0 MW	25-30 MW	Pipeline H2 and N2 via LIN for 7 hours	N/A	N/A
6a	NH3 Only	0 MW	0 MW	61-66 MW	Turbine Trip	Instantaneous	However long it takes to restore the turbine. Minutes to weeks depending on what caused the turbine trip. Steam from load processes condensed (vented) for duration of turbine outage.
7	N2 only	0 MW	N/A	18-22 MW	Plant turnaround for utility supply	N/A	N/A
8	NH3 Comp Trip	63 MW	10-15 MW	0 MW	NH3 plant compressor trip with spin down of STG (this is only for a few minutes as steam flows decay and can possibly be eliminated if necessary)	N/A	N/A
8a	NH3 Comp Trip	0 MW	0 MW	48-53 MW	Turbine Trip	Instantaneous	However long it takes to restore the turbine. Minutes to weeks depending on what caused the turbine trip. Steam from load processes condensed (vented) for duration of turbine outage.