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May 18, 2023

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

RE: Amended and Restated Interconnection Agreement between CenterPoint Energy Houston Electric, LLC and Texas-New Mexico Power Company

To whom it may concern:

Enclosed for filing is the Amended and Restated Interconnection Agreement between CenterPoint Energy Houston Electric, LLC and Texas-New Mexico Power Company. This filing is made pursuant to 16 Tex. Admin. Code § 25.195(e).

Respectfully submitted,

Mickey Moon
Assistant General Counsel
CenterPoint Energy Houston Electric, LLC

Enclosures: (1) Amended and Restated Interconnection Agreement between CenterPoint Energy Houston Electric, LLC and Texas-New Mexico Power Company

AMENDED AND RESTATED
INTERCONNECTION AGREEMENT
BETWEEN
TEXAS-NEW MEXICO POWER COMPANY
AND
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

DATED: May 12, 2023

AMENDED AND RESTATED INTERCONNECTION AGREEMENT BETWEEN TEXAS-NEW MEXICO POWER COMPANY AND CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

This Amended and Restated Interconnection Agreement is made and entered into this 12th day of May, 2023 (the "Effective Date"), by and between Texas-New Mexico Power Company ("TNMP") and CenterPoint Energy Houston Electric, LLC ("CenterPoint Energy") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, each Party is the owner and operator of transmission and/or distribution facilities and is engaged in the business of transmitting electric energy within the Electric Reliability Council of Texas, Inc.; and

WHEREAS, the Parties entered into an Interconnection Agreement, dated August 10, 2009, pursuant to which the Parties agreed to interconnect their respective transmission and/or distribution systems in the respects, and under the terms and conditions set forth therein (such Interconnection Agreement, as amended, the "Original Interconnection Agreement"); and

WHEREAS, the Parties desire to amend and restate the Original Interconnection Agreement in its entirety as set forth herein;

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

ARTICLE I – EFFECTIVE DATE AND TERM

This Agreement shall become effective on and as of the Effective Date upon execution by both Parties, and upon such effectiveness, this Agreement amends and restates the Original Interconnection Agreement in its entirety. Unless this Agreement is earlier terminated in accordance with the terms of this Agreement, this Agreement shall remain in effect initially for a period of twenty (20) years from the Effective Date, and shall continue in effect thereafter for successive periods of five (5) years each, unless at least thirty-six (36) months prior to the expiration of the initial twenty (20) year period or any subsequent five (5) year period, either Party provides written notice to the other Party that the term of this Agreement shall not be extended.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' transmission and/or distribution systems will be interconnected and to identify the facilities and equipment provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, construction, operation and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein.

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement, and amended and restates the Original Interconnection Agreement in its entirety. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Affected Party shall have the meaning set forth in Section 4.5D.

3.2 Agreement shall mean this Amended and Restated Interconnection Agreement with all exhibits, schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

3.3 Applicable Legal and Electrical Requirements shall mean, collectively, Good Utility Practice, the National Electrical Safety Code (as approved by the American National Standards Institute), NERC Reliability Standards, ERCOT Requirements, Substantive Rules of the PUCT, and any and all laws, statutes, acts, constitutions, ordinances, rules, regulations, codes, orders, decrees, injunctions, licenses, permits, consents, approvals, authorizations, agreements or regulations of any federal, state, county, city, municipal, tribal or local government, department, office, agency, court, board or commission having jurisdiction over a Party or the Points of Interconnection.

3.4 CenterPoint Energy shall have the meaning set forth in the introductory paragraph.

3.5 Cyber Assets shall have the meaning defined in the most current NERC Glossary of Terms used in NERC Reliability Standards.

3.6 Default shall have the meaning set forth in Section 14.1.

3.7 Distributed Generation shall mean an electrical generating facility connected at a voltage below 60-kV that may be connected in parallel with a Party's system. Distributed Generation includes combustion turbine generators, batteries/fuel cells, or inverter based renewable generation resources (e.g., solar or wind).

3.8 Effective Date shall have the meaning set forth in the introductory paragraph.

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

3.10 ERCOT Requirements shall mean the ERCOT Operating Guides, ERCOT Metering Guidelines, ERCOT Protocols, and other documents adopted by ERCOT, including any attachments or exhibits referenced therein, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.

3.11 Facility Schedule(s) shall mean the addendum(s) to this Agreement that describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.12 FERC shall mean the Federal Energy Regulatory Commission or its successor in function.

3.13 Force Majeure Event shall have the meaning set forth in Article XIII.

3.14 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but not be limited to, conformance with the applicable and consistently applied reliability criteria, standards and operating guides of ERCOT and the NERC, or successor organization(s).

3.15 Indemnified Parties shall have the meaning set forth in Article IX.

3.16 Indemnifying Party shall have the meaning set forth in Article IX.

3.17 Initiating Party shall have the meaning set forth in Section 4.7.

3.18 NERC shall mean the North American Electric Reliability Corporation or its successor in function.

3.19 NERC Reliability Standards shall mean the mandatory electric reliability standards enforced by NERC.

3.20 Original Interconnection Agreement shall have the meaning set forth in the recitals.

3.21 Party and Parties shall have the meaning set forth in the introductory paragraph.

3.22 Point(s) of Interconnection shall mean the points where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected.

3.23 Proposed Upgrade shall have the meaning set forth in Section 4.7.

3.24 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

3.25 Receiving Party shall have the meaning set forth in Section 4.7.

3.26 Removable Media shall have the meaning defined in the most current NERC Glossary of Terms used in NERC Reliability Standards.

3.27 Scheduled Completion Date shall have the meaning set forth in Section 4.7.

3.28 Special Protection Systems/Remedial Action Schemes shall mean those procedures and processes defined in the currently applicable ERCOT Requirements.

3.29 TNMP shall have the meaning set forth in the introductory paragraph.

3.30 Transient Cyber Assets shall have the meaning defined in the most current NERC Glossary of Terms used in NERC Reliability Standards.

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to comply with the Applicable Legal and Electrical Requirements as they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules which are attached hereto and incorporated herein.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified in the attached Facility Schedule(s). All Points of Interconnection shall be specified in Exhibit A and the Facility Schedule(s) attached hereto and made a part hereof. The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the system of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with Applicable Legal and Electrical Requirements. Without limiting the foregoing, the Parties agree to cause their systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the equipment and facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties (which agreement may be withheld by a Party in its sole discretion), as ordered by a regulatory authority having jurisdiction thereof, and/or as set forth in this Agreement. Any such change, addition, or deletion shall be recorded in Exhibit A and a Facility Schedule in such a way that the numbering of the other Facility Schedules is not changed. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party.

4.5 Subject to regulatory approval, if required, unless mutually agreed in writing, neither Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except as set forth in this Agreement.

A. Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on thirty-six (36) months advance written notice.

B. In the event that the purpose for a Point of Interconnection is to enable a Party to serve load or provide transmission services and thereafter such Party no longer serves load or provides transmission services from such Point of Interconnection, such Party may elect to disconnect its system from the other Party's system at such Point of Interconnection by providing at least thirty (30) days' prior notice thereof to the other Party.

C. Upon the occurrence of Default that is not cured within the time period set forth in Section 14.1, the non-defaulting Party may elect to disconnect its system from the other Party's system at one or more Points of Interconnection by providing notice thereof to the other Party.

D. If a Party causes the other Party (the "Affected Party"), due to its interconnection with the Affected Party, to become a "public utility" under the Federal Power Act or become subject to the plenary jurisdiction of the FERC, the Affected Party may elect to disconnect its system from the other Party's system at one or more Points of Interconnection by providing notice thereof to the other Party.

E. In the event that either (a) the Receiving Party notifies the Initiating Party, within sixty (60) days after receipt of notice from the Initiating Party of a Proposed Upgrade pursuant to Section 4.7, that the Receiving Party will disconnect its facilities from the Initiating Party's facilities at the applicable Point of Interconnection upon completion of the Proposed Upgrade, or (b) the Receiving Party is prohibited by an order from ERCOT, the PUCT or other governmental authority from making the modifications, upgrades and enhancements to its system or facilities as are necessary in order to remain interconnected at the applicable Point of Interconnection upon the completion of the Proposed Upgrade, then the Receiving Party shall disconnect its facilities from the Initiating Party's facilities at the applicable Point of Interconnection upon completion of the Proposed Upgrade.

4.6 For facilities not specified in the Facility Schedules, or if either Party makes equipment changes or additions to the equipment at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, such Party agrees to notify the other Party of such changes as soon as practicable, and in any event, a reasonable period of time prior to such change or addition. Such changes shall be made in accordance with Applicable Legal and Electrical Requirements in effect at the time of construction, and coordinated between the Parties. A Party shall comply with its established interconnection procedures, which may be amended from time to time, for the addition of Distributed Generation by such Party or its end-use customer, and such Party shall provide such notification to the other Party and perform such analysis as required in such established interconnection procedures. A Party shall comply with the established ERCOT Distributed Generation interconnection procedures for the addition of Distributed Generation of more than 9.95 MVA by such Party or its end-use customer.

4.7 In the event a Party (the "Initiating Party") intends to make any modification, upgrade or enhancement to its system or facilities (a "Proposed Upgrade"), that will require the other Party (the "Receiving Party") to install or construct equipment and facilities or make any modification, upgrade or enhancement to its system or facilities in order remain interconnected at a Point of Interconnection, the Initiating Party shall notify the Receiving Party in writing, which notice shall set forth the scheduled completion date for the Proposed Upgrade (the "Scheduled Completion Date"). The Initiating Party shall provide such notice at least twelve (12) months prior to the Scheduled Completion Date. Unless either (a) within sixty (60) days after receipt of such notice the Receiving Party provides written notice to the Initiating Party that the Receiving Party will disconnect its facilities from the Initiating Party's facilities at the applicable Point of Interconnection upon completion of the Proposed Upgrade, (b) the Receiving Party is prohibited by an order from ERCOT, the PUCT or other governmental authority from making the modifications, upgrades and enhancements to its system or facilities as are necessary in order to remain interconnected at the applicable Point of Interconnection upon the completion of the Proposed Upgrade, (c) the Initiating Party is prohibited by an order from ERCOT, the PUCT or other governmental authority from making the Proposed Upgrade, or (d) the Initiating Party chooses not to implement the Proposed Upgrade, in which event the Initiating Party shall promptly notify the Receiving Party, the Receiving Party shall, at its expense, install or construct such equipment and facilities and make such other modifications, upgrades and enhancements to its system or facilities, in accordance with Applicable Legal and Electrical Requirements, as are necessary in order to remain interconnected at the applicable Point of Interconnection upon the completion of the Proposed Upgrade, including, without limitation, such modifications, upgrades and enhancements as are required as a result of any Proposed Upgrade that will result in a change in the voltage at the applicable Point of Interconnection. The Receiving Party shall use commercially reasonable efforts to complete such modifications, upgrades and enhancements to its system by the Scheduled Completion Date. If despite the use of commercially reasonable efforts the Receiving Party is unable to complete such modifications, upgrades and enhancements by the Scheduled Completion Date, the Receiving Party shall use commercially reasonable efforts to complete such modifications, upgrades and enhancements as soon as possible thereafter. In the event that the Receiving Party reasonably determines that it will not be able to complete the required modifications, upgrades and enhancements to its system or facilities by the Scheduled Completion Date, the Receiving Party will promptly notify the Initiating Party of the cause of the delay, the commercially reasonable efforts being taken by the Receiving Party to complete such modifications, upgrades and enhancements as soon as possible, and the good faith estimated

completion date of such modifications, upgrades and enhancements. The Parties shall coordinate in good faith the installation and activation of their respective modifications, upgrades or enhancements.

4.8 Promptly following construction of, changes in, or additions to facilities owned by a Party at a Point of Interconnection, such Party shall promptly provide the other Party with an as-built drawing of such Party's facilities at the Point of Interconnection. In addition, upon request, each Party will provide the latest as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection.

4.9 The Parties agree to coordinate and cooperate on assessments of the reliability impacts to the interconnected transmission system for new facilities requesting connection to their distribution or transmission facilities, in accordance with the NERC Reliability Standards. This includes the addition of Distributed Generation capable of parallel operation and exporting by a Party or its end-use customer.

ARTICLE V - OTHER SERVICES

5.1 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points 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 to receive any other service that either Party may desire from the other Party or any third party.

5.2 All transmission, transformation, distribution, metering, operations, and maintenance, engineering, billing or other miscellaneous services will be provided and charged under agreements separate from this Agreement.

ARTICLE VI - SYSTEM OPERATION AND MAINTENANCE

6.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, test, operate, inspect, and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of voltage and frequency abnormalities, originating in the system of one Party, from affecting or impairing the system of the other Party, or other systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with the Applicable Legal and Electrical Requirements.

6.2 Unless otherwise provided by the Facility Schedules, each Party will be responsible for the operation, maintenance and inspection of all facilities it owns now or hereafter may own associated with each Point of Interconnection.

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

6.4 The Parties will, consistent with maintaining good operating practices, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Subject to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair, or replacement of its facilities. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. Except as otherwise permitted by the terms of this Agreement, no changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's system.

6.5 Each Party will provide the reactive requirements for its own system in accordance with the ERCOT Requirements. Each Party will provide the reactive requirements for its own system so as not to impose a burden on the other system.

6.6 During periods of emergency conditions declared by ERCOT, or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization not to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

6.7 Each Party will determine the operating limits of the facilities that it owns and make such limits known to the Party operating those facilities. The operating Party of those facilities will not exceed those limits without prior approval of the Party owning the facilities.

6.8 Maintenance and testing of the equipment installed that is associated with a Point of Interconnection, including battery banks, circuit breakers and protective relay systems owned by one Party that are used to protect the facilities owned by the other Party, will be subject to review by the other Party. Upon request, each Party shall provide the other Party such equipment maintenance or test reports.

ARTICLE VII - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

7.1 Each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises, subject to the Party's physical and cyber security access practices, procedures and requirements, for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement. Specific access requirements and limitations associated with any one Point of Interconnection will be stated in the associated Facility Schedule. Parties shall not plug Transient Cyber Assets or Removable Media into each other's Cyber Assets.

7.2 Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement, except that Parties shall not connect Transient Cyber Assets or Removable Media into each other's Cyber Assets. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after consent for such activity has been requested and agreed upon by the Parties.

7.3 Any and all equipment, apparatus, and devices placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, whether pursuant to Article IV or Article XIV, the Party owning and installing such equipment, apparatus, devices, or facilities on the property of the other Party, shall have the right 1) to sell such equipment, apparatus, devices, or facilities to the other Party if the other Party wishes to purchase such equipment, apparatus, devices, or facilities or 2) to enter the premises of the other Party and, within a reasonable time, remove such equipment, apparatus, devices, or facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, equipment of a Party that is installed on the premises of the other Party is either not sold to the other Party or removed by the owning Party within one hundred eighty (180) days, it shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

7.4 Each Party shall clearly mark their respective equipment, apparatus, devices, or facilities with appropriate ownership identification.

7.5 Either Party may request the owner of the terminal facilities at a Point of Interconnection to establish, upgrade or modify its protective relay systems in accordance with the Point of Interconnection provider's standard design of equipment or equivalent design, provided that the establishment, upgrade or modification is consistent with Applicable Legal and Electrical Requirements and, if applicable, is approved by ERCOT. The requesting Party shall provide the other Party a minimum of twenty-four (24) month notice of the requested establishment, upgrade or modification of its terminal facilities at a Point of Interconnection, unless the Parties mutually agree to a shorter notice period. The Parties agree to use reasonable efforts to coordinate the upgrade or modification of terminal facilities at a Point of Interconnection to minimize any disruption in service by either Party.

ARTICLE VIII – COMMUNICATION AND TELEMETERING FACILITIES

8.1 Each Party shall provide, at its own expense, the necessary communication and telemetering facilities needed for the control and operation of its transmission and/or distribution system.

8.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Applicable Legal and Electrical Requirements.

8.3 Sixty (60) days prior to new facility energization, each Party shall have the necessary processes and procedures to notify the other Party and ERCOT of protection system failure(s) of both primary and backup protection systems as required by Applicable Legal and Electrical Requirements. This includes protection systems as well as any Special Protection Systems/Remedial Action Schemes.

ARTICLE IX - INDEMNIFICATION

EACH PARTY (THE "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, AND ITS AND ITS AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS (INCLUDING CLAIMS, ACTIONS AND SUITS RELATING TO INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY), INVESTIGATIONS, PROCEEDINGS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, COSTS AND EXPENSES (INCLUDING SETTLEMENTS, JUDGMENTS, COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES) INCURRED BY OR ASSERTED AGAINST SUCH INDEMNIFIED PARTIES, OR ANY OF THEM, RELATING TO OR ARISING OUT OF THE WILLFUL MISCONDUCT, NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFYING PARTY (INCLUDING ITS AND ITS AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND CONTRACTORS) IN CONNECTION WITH OR RELATING TO THIS AGREEMENT (INCLUDING IN CONNECTION WITH THE DESIGN, INSTALLATION, CONSTRUCTION, TESTING, OR OPERATION OF ITS TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES), EXCEPT TO THE EXTENT SUCH CLAIM, LIABILITY, OBLIGATION, LOSS, DAMAGE, COST OR EXPENSE IS CAUSED BY THE WILLFUL MISCONDUCT, NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.

ARTICLE X – NOTICES

10.1 Except as expressly provided in Section 10.2, whenever this Agreement requires or permits any request, consent, approval, or notice from one Party to another, including a notice of termination, a request for an amendment, a change to a Point of Interconnection, or a request for a new point of interconnection, the request, consent, approval, or notice must be in writing to be effective and shall be deemed to be delivered and received (a) if personally delivered or if delivered by courier service (including, overnight courier service), when actually received by the Party to whom notice is sent, or (b) if delivered by mail (whether actually received or not), at the close of business on the fifth (5^{th}) day following the day when placed in the mail, postage prepaid, certified or registered, addressed to the appropriate Party, at the address and/or facsimile numbers of such Party set forth below (or at such other address as such Party may designate by written notice to the other Party in accordance with this Section 10.1):

If to TNMP: Texas-New Mexico Power Company
577 N. Garden Ridge Blvd.
Lewisville, TX 75067
Attn: Vice President TNMP Operations

If to CenterPoint Energy: CenterPoint Energy Houston Electric, LLC
P.O. Box 1700
Houston, TX 77251
Attn: Manager, Transmission Accounts and Support

10.2 Notices and communications involving real-time operations shall be made to the Parties' respective system operators as follows:

If to TNMP: Texas-New Mexico Power Company
System Operator
24 hour phone: 281-581-4705
Email: SOCoperators@tnmp.com
Fax: 281-581-4705

If to CenterPoint Energy: CenterPoint Energy Houston Electric, LLC
System Operator
24 hour phone: 281-894-0491
Email: Security_Desk_Operator@CenterpointEnergy.com

ARTICLE XI - SUCCESSORS AND ASSIGNS

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

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

11.3 Except for the Indemnified Parties and their rights pursuant to Article IX, the several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XII – GOVERNING LAW AND REGULATION

12.1 This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof, without regard to conflict of law principles. The laws of the State of Texas shall govern any dispute, controversy, remedy, or claim between the Parties arising out of, relating to, or in any way connected with this Agreement, including the existence, validity, performance, breach, or termination thereof. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules and regulations of duly constituted regulatory authorities having jurisdiction.

12.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining approval or authorization or acceptance for filing by any regulatory authority whose approval, authorization or acceptance for filing is required by law. The Parties agree that this Agreement will be filed with the PUCT by TNMP within thirty (30) days after execution of this Agreement. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

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

12.4 If any provision of this Agreement, or the application of any provision hereof to any Party or circumstance, is held to be illegal, invalid or unenforceable, such provision or the application of such provision, as the case may be, shall be fully severable, and the application of the remainder of such provision to such Party or circumstance, the application of such provision to the other Party or other circumstances, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or application of such provision, as the case may be, or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision or application of such provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Notwithstanding the foregoing, if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement

upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE XIII –FORCE MAJEURE

The term "Force Majeure Event" shall mean events and circumstances that are beyond the reasonable control of the Party claiming Force Majeure which materially prevents or impairs the performance by such Party of any of its obligations hereunder, including, but not limited to, outages or interruptions due to weather, accidents, equipment failures or threat of failure, strikes or other labor disturbances, civil disturbance or unrest, injunctions or orders of governmental or regulatory authority having jurisdiction, storms, floods, lightning, earthquakes, fires, explosions, failure or imminent failure of facilities, sabotage, war, terrorist activity, national emergency, pandemics, epidemics, and cyber-attacks. Neither Party shall be responsible or liable for, or deemed in breach of this Agreement because of any failure or delay in complying with its obligations or any provision hereunder to the extent that such failure or delay has been caused by a Force Majeure Event; provided that the payment of money owed shall not be excused because of a Force Majeure Event. If performance by either Party has been prevented by a Force Majeure Event, the affected Party shall promptly notify the other Party thereof and shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, which, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XIV – DEFAULT AND TERMINATION

14.1 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 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. The defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided, however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after notice and continuously and diligently complete such cure within one hundred eighty (180) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist. Subject to regulatory approval, if required, the non-defaulting Party shall have the right 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, whether or not the non-defaulting Party terminates this Agreement.

14.2 In addition to termination rights set forth elsewhere herein, this Agreement may be terminated as follows:

A. This Agreement may be terminated by mutual agreement.

B. Upon the occurrence of a Default that is not cured within the time periods set forth in Section 14.2, the non-defaulting Party may terminate this Agreement by giving the defaulting Party written notice thereof specifying the effective date of such termination.

C. If a Party engages in any activity that would cause the other Party to become a "public utility" under the Federal Power Act or otherwise be subject to the plenary jurisdiction of the FERC, the Party becoming a "public utility" or subject to FERC jurisdiction may immediately terminate this Agreement by giving the other Party written notice thereof.

14.3 In the event of a termination under this Article XIV, this Agreement and all Points of Interconnection shall terminate on the effective date specified therefor in the termination notice, the Parties shall discontinue use of the facilities of the other, and the Parties shall disconnect all Points of Interconnection.

14.4 Upon termination of this Agreement, the rights and obligations of the Parties shall termination, except that the following rights and obligations of the Parties hereunder shall survive termination of this Agreement: (a) rights and obligations accrued as of the termination, (b) rights and obligations under Section 7.3 and Articles X, XI, XII, XIII, XV and XVI, and (c) all other rights and obligations of the Parties which by their terms, nature or by implication are expressly stated to, or are intended to, survive termination.

14.5 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement. No delay, failure or refusal on the part of a Party to exercise or enforce any right under this Agreement shall impair such right or be construed as a waiver of such right or any obligation of the other Party, nor shall any single or partial exercise of any right hereunder preclude other or further exercise of any right. Any waiver of any obligation or right hereunder shall not constitute a waiver of any other obligation or right, then existing or arising in the future. To be effective, a waiver of any obligation or right must be in writing and signed by the Party waiving such obligation or right.

ARTICLE XV – INSURANCE

Each Party shall, at its own expense, maintain in force such insurance coverages as it is required to maintain by Applicable Legal and Electrical Requirements, if any.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

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

16.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT 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, INTENTIONAL TORT AND STRICT LIABILITY), WARRANTY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL

NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF EITHER PARTY ARISING OUT OF ANY AMOUNTS PAYABLE TO A THIRD PARTY.

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

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

16.5 It is not the intention of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability on or with regard to the Parties or as rendering the Parties liable as partners or trustees. Neither Party shall be under the control of or shall be deemed to control the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party.

16.6 All rights and remedies of the Parties shall be cumulative, and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of one right or remedy shall not be deemed to be an election of such right or remedy or to preclude or waive the exercise of any other right or remedy. The non-defaulting Party's rights under this Agreement are in addition to and not in limitation or exclusion of, any other rights the non-defaulting Party has, whether by contract, operation of law, in equity or otherwise.

16.7 All present or future federal, state, municipal, local, use, utility, sales or other taxes (other than taxes based on income, earnings or net worth) lawfully imposed by reason of any service performed by a Party pursuant to this Agreement, or any compensation paid to such Party, hereunder shall be the responsibility of the other Party. Each Party shall be responsible for ad valorem taxation, if applicable, related to its ownership of any equipment located at the facilities at the Points of Interconnection and shall be solely responsible for payment of any such taxes lawfully imposed on or assessed against its separate interest in such facilities. If a Party is required to remit or pay taxes that are the other Party's responsibility hereunder, the Party responsible for such taxes shall reimburse the other Party for such taxes. Any Party entitled to and claiming an exemption from any such taxes shall furnish the other Party any necessary documentation thereof.

16.8 Unless the context of this Agreement otherwise requires: (a) the headings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement between the Parties, nor should they be used to aid in any manner to construe or interpret this Agreement; (b) references to "includes," "including" and similar phrases shall mean "including, without limitation"; (c) the terms "hereof," "herein," "hereto," "hereunder," and similar words refer to this entire Agreement and not to any particular Article, Section, Exhibit, Facility Schedule or any other subdivision of this Agreement; (d) reference to "Agreement" or any other agreement or document shall be construed as a reference to such agreement or document as the same may be amended, modified, supplemented or restated, and shall include a reference to any document which amends, modifies, supplements or restates, or is entered into, made or given pursuant to or in accordance with its terms; (e) references to any Party shall be construed as a reference to such Party's successors and permitted assigns; (f) the number of all words shall include the singular and

plural words; and (g) for the purposes of determining rights, responsibilities and compliance with this Agreement, reference to any law, rule, regulation, code or standard, including any Applicable Legal and Electrical Requirements, shall be construed as a reference to such law, rule, regulation, code or standard, as the same may have been amended, modified or re-enacted, in effect at the time the relevant action is taken, or required to be taken, or otherwise at the applicable point in time.

16.9 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but both of which shall constitute one and the same instrument. This Agreement may be executed by means of a counterpart signature transmitted by the signing Party by electronic means and any signature so delivered by a signing Party shall have the same force and effect as the physical delivery to the receiving Party of an original signature page signed by the signing Party.

[signatures are on next page]

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

TEXAS-NEW MEXICO POWER COMPANY

DocuSigned by:
By: Neal Walker
9394F03E32ED434...

Name: Neal Walker

Title: President, TNMP

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

DocuSigned by:
By: David Mercado
1E02FBB8649D4FB...

Name: David Mercado

Title: VP High Voltage and System Operations

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (KV)	EFFECTIVE DATE IN THIS AGREEMENT OR SUBSEQUENT AMENDMENT TO THIS AGREEMENT
1	P.H. Robinson	138	
2	West Columbia	138	
3	North Alvin-Meadow	138	
4	Retrieve	138	
5	White Oak-Samaritan	138	

FACILITY SCHEDULE NO. 1

1. Name of Point of Interconnection: **P.H. Robinson**

   CNP's P.H. Robinson Substation is located at 5501 State Highway 146, Bacliff, Galveston County, Texas 77518.

2. Point of Interconnection Location: Near CNP's P.H. Robinson Substation.

   The Points of Interconnection are defined as the physical junctions between the TNMP-owned 138 kV transmission circuit conductor and the CNP-owned 138 kV transmission circuit conductor located on TNMP structures located on the west side of Hwy 146, approximately 1774 feet to 2460 feet west of CNP's P.H. Robinson Substation for each of following circuits listed below:

   (a) 138 kV Circuit #1 between TNMP's ISP Substation and CNP's P.H. Robinson Substation circuit breakers H940 and H950 (TNMP G138-1A, CNP PHRYGF01).

   (b) 138 kV Circuit #2 between TNMP's Attwater Substation, CNP's line switch 1024 and CNP's P.H. Robinson Substation circuit breakers H910 and H920 (TNMP G138-2, CNP PHRYAT02).

   (c) 138 kV Circuit #3 between TNMP's Attwater Park Substation and CNP's P.H. Robinson Substation circuit breakers H450 and H510 (TNMP G1385, PHRYAT03).

   (d) 138 kV Circuit #4 between TNMP's Hidden Lakes Substation, CNP's line switch 1044 and CNP's P.H. Robinson Substation circuit breakers H380 and H440 (TNMP G138-8A, PHRYHL04).

3. Interconnection Voltage**:** 138 kV. CNP's "C-B-A phases" correspond to TNMP's "A-B-C phases" respectively.

4. The interconnecting transmission circuits are Normally Closed (check one):

   X yes; ___no

5. One line diagram attached (check one): X yes;___no

6. Facilities to be furnished by CNP (collectively, the "CNP Interconnection Facilities"):

   6.1 CNP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to CNP's P.H. Robinson Substation for the P.H. Robinson Interconnection, including but not limited to:

      (a) CNP Interconnection Facilities SCADA data by CNP using the existing CNP remote terminal unit ("RTU") with a communication port for

TNMP's use. CNP will provide the following data points to the TNMP communication port on CNP's RTU:

(i) for CNP to TNMP Circuits #1, #2, #3 & #4 - MW, MVAR, and southwest & southeast bus kV values;

(ii) the status of circuit breakers H380, H440, H450, H510, H910, H920, H940 & H950 in the CNP Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

(iii) accumulated MW and MVAR values for CNP to TNMP Circuits #1, #2, #3, and #4;

(b) mutually agreeable pilot based line relaying;

(c) automatic reclosing relaying scheme for each circuit to each of TNMP's ISP Substation, Attwater Substation, and Hidden Lakes Substation with Live Bus/Dead Line and Live Bus/Live Line control utilizing synchronism check supervision; and

(d) mutually agreeable transfer trip signal to each of TNMP's ISP Substation, Attwater Substation, and Hidden Lakes Substation initiated by CNP breaker failure relaying.

6.2 CNP RTU and communications equipment will be powered from a DC source capable of supplying this equipment for a period of 8 hours upon failure of AC charging source.

6.3 CNP, at its expense, will coordinate line relaying settings with TNMP's ISP Substation, Attwater Substation, and Hidden Lakes Substation.

6.4 CNP, at its expense, will design, purchase, construct, install, own, operate, and maintain all necessary transmission line improvements from CNP's P.H. Robinson Substation to the P.H. Robinson Interconnection, including but not limited to structures, phase conductors, static wires, insulators, foundations, and associated hardware.

7. Facilities to be furnished by TNMP (collectively, the "TNMP Interconnection Facilities"):

7.1 TNMP will own, operate, maintain and control the 138 kV transmission lines from TNMP's ISP Substation, Attwater Substation, and Hidden Lakes Substation to the P.H. Robinson Interconnection.

7.2 TNMP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to TNMP's ISP Substation, Attwater Substation, and Hidden Lakes Substation for the P.H. Robinson Interconnection, including but not limited to:

(a) TNMP Interconnection Facilities SCADA RTU, having separate SCADA communication ports for TNMP's and CNP's use. The following points will be monitored by the TNMP RTU and made available to CNP:

(i) kV, MW and MVAR values for the following interconnecting transmission circuits in the TNMP Interconnection Facilities;

- TNMP G138-1A (CNP circuit #01),
- TNMP G138-2 (CNP circuit #02)
- TNMP G238-5 (CNP circuit #03),
- TNMP G138-8A (CNP circuit #04)

(ii) status of the following 138 kV circuit breakers in the TNMP Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts

- ISP 13832, 13819
- Attwater 138-290, 138-291, 138-293, 138-294
- Hidden Lakes 138-170, 138-179

(iii) voltage measurements on all busses in the following TNMP switchyards:

- ISP
- Attwater
- Hidden Lakes

(b) mutually agreeable pilot based line relaying;

(c) automatic reclosing relaying scheme for the circuits to CNP's P.H. Robinson Substation with Live Bus/Dead Line and Live Bus/Live Line control utilizing synchronism check supervision; and

(d) mutually agreeable transfer trip signal from TNMP's ISP Substation, Attwater Substation and Hidden Lakes Substation to CNP's P.H. Robinson Substation initiated by TNMP breaker failure relaying.

7.3 In addition, TNMP, at its expense, will coordinate line relaying settings with CNP's P.H. Robinson Substation.

8. Cost Responsibility:

8.1 It is agreed that all work performed by CNP and all equipment purchased by CNP shall be at CNP's expense, and all work performed by TNMP and all equipment purchased by TNMP shall be at TNMP's expense.

8.2 TNMP and CNP agree that if CNP desires to construct a transmission line in the future in order to tie into the transmission system of TNMP, TNMP will provide similar consideration to CNP regarding access and cost responsibility as set forth herein.

9. TNMP and CNP will operate their respective facilities as nearly as practicable in a manner to provide continuous, synchronous, parallel operation.

10. TNMP and CNP shall keep, or cause to be kept, the lines, together with equipment and appurtenances associated with such lines, located on each side of the P.H. Robinson Interconnection in a suitable condition of repair at all times in order that said lines will operate in a reliable and satisfactory manner and in order that reduction in the capacity of such lines will be avoided. Neither Party will alter the line or substations in such a way that will reduce capacity or performance at the P.H. Robinson Interconnection. TNMP and CNP agree that prior to any significant change to the P.H. Robinson Interconnection configuration or to the quality or quantities of load that may be developed in the future, the Party proposing to make such revisions will notify the other Party within a sufficient time to allow such Party to determine whether the proposed revisions will adversely affect such Party's system and to allow the Parties to upgrade their respective facilities as may be required.

11. At the connection of the TNMP Interconnection Facilities to the CNP Interconnection Facilities, in-service tests may be performed by CNP to ensure the proper functioning of all SCADA equipment associated with the P.H. Robinson Interconnection, the TNMP Interconnection Facilities and the CNP Interconnection Facilities, and to verify the accuracy of data being received by CNP and TNMP. CNP shall inspect and test the SCADA equipment at the CNP Interconnection Facilities when an error in accuracy has been detected and at any other mutual agreed upon time between CNP and TNMP.

12. Each Party will promptly advise the other Party if it detects or otherwise learns of any SCADA equipment or situation that requires attention and/or correction by the other Party.

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

14. Interruptions and Disconnection:

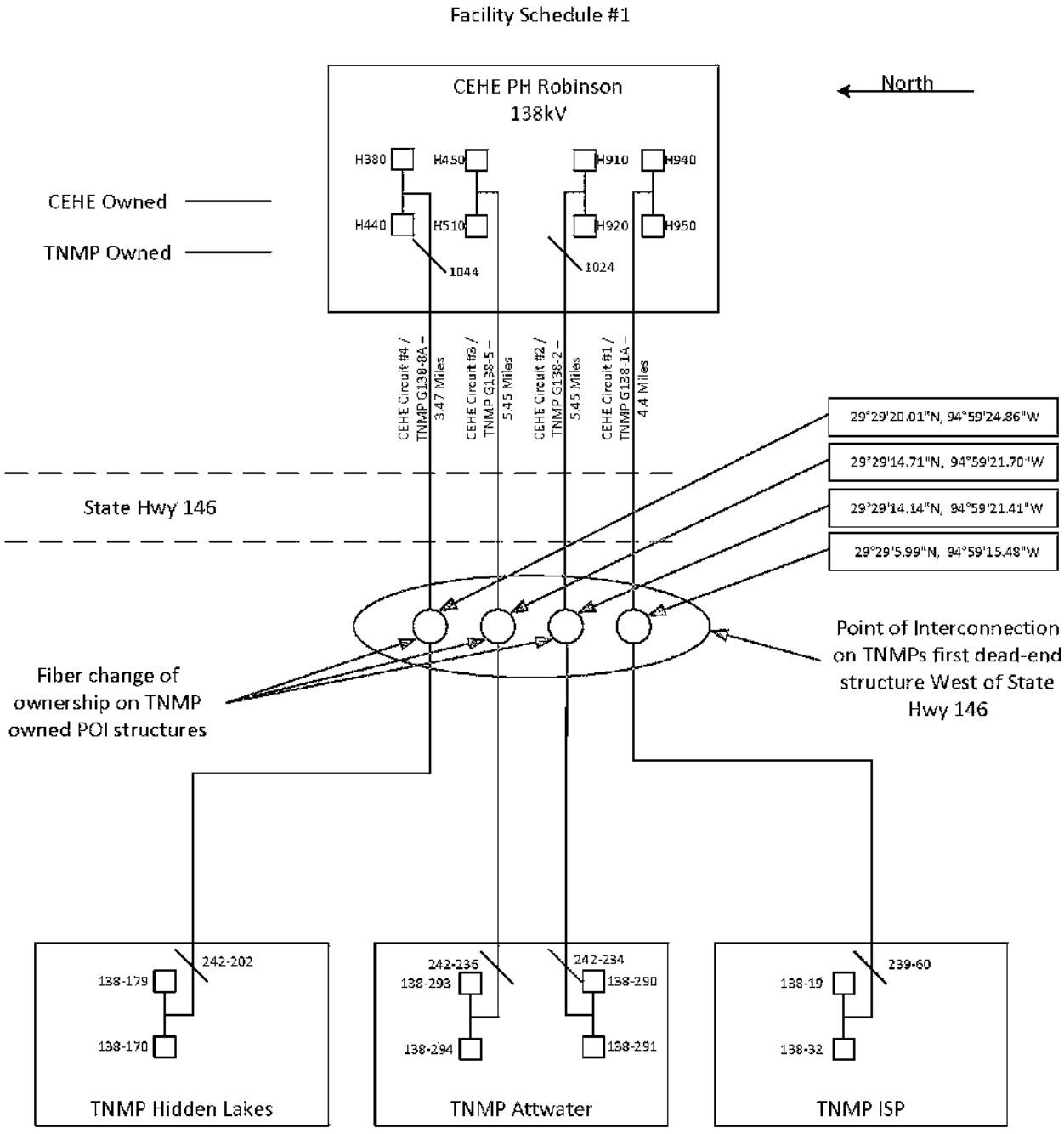
14.1 The Parties acknowledge and agree that it will be necessary to open or de-energize the P.H. Robinson Interconnection or any part thereof to perform routine

testing and maintenance. The Parties agree to coordinate such interruptions so as to minimize the impact on their respective systems.

14.2 It is explicitly understood and agreed that either Party may open the P.H. Robinson Interconnection or any part thereof to address power import or export limitations, line loading, extreme voltage conditions, and other such circumstances. It is further agreed that, except under extenuating circumstances, the CNP end may be opened for such circumstances.

FACILITY SCHEDULE NO. 1 (continued)

One-Line Diagram



FACILITY SCHEDULE NO. 2

1. Name of Point of Interconnection: **West Columbia**

   CNP's West Columbia Substation is located at 503 Oil Field Road, West Columbia, Brazoria County, Texas 77486.

2. Point of Interconnection Location: Near CNP's West Columbia Substation.

   The Points of Interconnection are defined as the physical junctions between the TNMP-owned 138 kV transmission circuit conductor and the CNP-owned 138 kV transmission circuit conductor located on CNP's steel transmission tower (#26887) at the property line of CNP's West Columbia Substation for each of following circuits listed below:

   (a) 138 kV Circuit #5 between TNMP's West Columbia Main Substation and CNP's line switch H679 and CNP's West Columbia Substation circuit breakers D190, P710 and P790 (TNMP G138-Q, CNP WCYWC05)

   (b) 138 kV Circuit #6 between TNMP's West Columbia Main Substation and CNP's line switch H689 and CNP's West Columbia Substation circuit breakers P720, P780 and P800 (TNMP G138-R, CNP WCYWC06).

3. Interconnection Voltage: 138 kV. CNP's "C-B-A phases" correspond to TNMP's "A-B-C phases" respectively.

4. The interconnecting transmission circuits are Normally Closed (check one):

   __X__ yes; ____no

5. One line diagram attached (check one): __X__ yes; ____no

6. Facilities to be furnished by CNP (collectively, the "CNP Interconnection Facilities"):

   6.1 CNP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to CNP's West Columbia Substation for the West Columbia Interconnection, including but not limited to:

      (a) CNP Interconnection Facilities SCADA data by CNP's use of the existing CNP RTU with a communication port for TNMP's use. CNP will provide the following data points to the TNMP communication port on CNP's RTU:

         (i) for CNP to TNMP Circuits #5 & #6 - MW and MVAR values ;

         (ii) the status of circuit breakers P710, D190, P720, P780, P790 and P800 in the CNP Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

(b) mutually agreeable pilot based line differential relaying;

(c) automatic reclosing relaying scheme for the circuits to TNMP's West Columbia Main Substation with Live Bus/Dead Line and Live Bus/Live Line control utilizing synchronism check supervision; and

(d) mutually agreeable transfer trip signal to TNMP's West Columbia Main Substation initiated by CNP breaker failure relaying.

6.2 CNP RTU and communications equipment will be powered from a DC source capable of supplying this equipment for a period of 8 hours upon failure of AC charging source.

6.3 CNP, at its expense, will coordinate line relaying settings with TNMP's West Columbia Main Substation.

6.4 CNP will provide, at its expense, the communications cables for the pilot based line differential relaying between CNP's West Columbia Substation control house and TNMP's West Columbia Main Substation communications house.

6.5 CNP, at its expense, will design, purchase, construct, install, own, operate, and maintain all necessary transmission line improvements from CNP's West Columbia Substation to the West Columbia Interconnection, including but not limited to structures, phase conductors, static wires, insulators, foundations, and associated hardware.

7. Facilities to be furnished by TNMP (collectively, the "TNMP Interconnection Facilities"):

7.1 TNMP will own, operate, maintain and control the 138 kV transmission lines from TNMP's West Columbia Main Substation to the West Columbia Interconnection.

7.2 TNMP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to TNMP's West Columbia Main Substation for the West Columbia Interconnection, including but not limited to:

(a) TNMP Interconnection Facilities SCADA RTU, having separate SCADA communication ports for TNMP's and CNP's use. The following points will be monitored by the TNMP RTU and made available to CNP:

(i) kV, MW and MVAR values for interconnecting transmission circuit TNMP G138-Q (CNP circuit #05) and TNMP _G138-R (CNP circuit #06) in the TNMP Interconnection Facilities;

(ii) status of 138 kV circuit breakers 138-65, 138-60, 138-63, 138-62 in the TNMP West Columbia Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

(iii) voltage measurements on all busses in the TNMP switchyard;

(b) mutually agreeable pilot based line differential relaying;

(c) automatic reclosing relaying scheme for the circuits to CNP's West Columbia Substation with Live Bus/Dead Line and Live Bus/Live Line control utilizing synchronism check supervision; and

(d) mutually agreeable transfer trip signal to CNP's West Columbia Substation initiated by TNMP breaker failure relaying.

7.3 In addition, TNMP, at its expense, will coordinate line relaying settings with CNP's West Columbia Substation.

8. Cost Responsibility:

8.1 It is agreed that all work performed by CNP and all equipment purchased by CNP shall be at CNP's expense, and all work performed by TNMP and all equipment purchased by TNMP shall be at TNMP's expense.

8.2 TNMP and CNP agree that if CNP desires to construct a transmission line in the future in order to tie into the transmission system of TNMP, TNMP will provide similar consideration to CNP regarding access and cost responsibility as set forth herein.

9. TNMP and CNP will operate their respective facilities as nearly as practicable in a manner to provide continuous, synchronous, parallel operation.

10. TNMP and CNP shall keep, or cause to be kept, the lines, together with equipment and appurtenances associated with such lines, located on each side of the West Columbia Interconnection in a suitable condition of repair at all times in order that said lines will operate in a reliable and satisfactory manner and in order that reduction in the capacity of such lines will be avoided. Neither Party will alter the line or substations in such a way that will reduce capacity or performance at the West Columbia Interconnection. TNMP and CNP agree that prior to any significant change to the West Columbia Interconnection configuration or to the quality or quantities of load that may be developed in the future, the Party proposing to make such revisions will notify the other Party within a sufficient time to allow such Party to determine whether the proposed revisions will adversely affect such Party's system and to allow the Parties to upgrade their respective facilities as may be required.

11. At the connection of the TNMP Interconnection Facilities to the CNP Interconnection Facilities, in-service tests may be performed by CNP to ensure the proper functioning of all SCADA equipment associated with the West Columbia Interconnection, the TNMP

Interconnection Facilities and the CNP Interconnection Facilities, and to verify the accuracy of data being received by CNP and TNMP. CNP shall inspect and test the SCADA equipment at the CNP Interconnection Facilities when an error in accuracy has been detected and at any other mutual agreed upon time between CNP and TNMP.

12. Each Party will promptly advise the other Party if it detects or otherwise learns of any SCADA equipment or situation that requires attention and/or correction by the other Party.

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

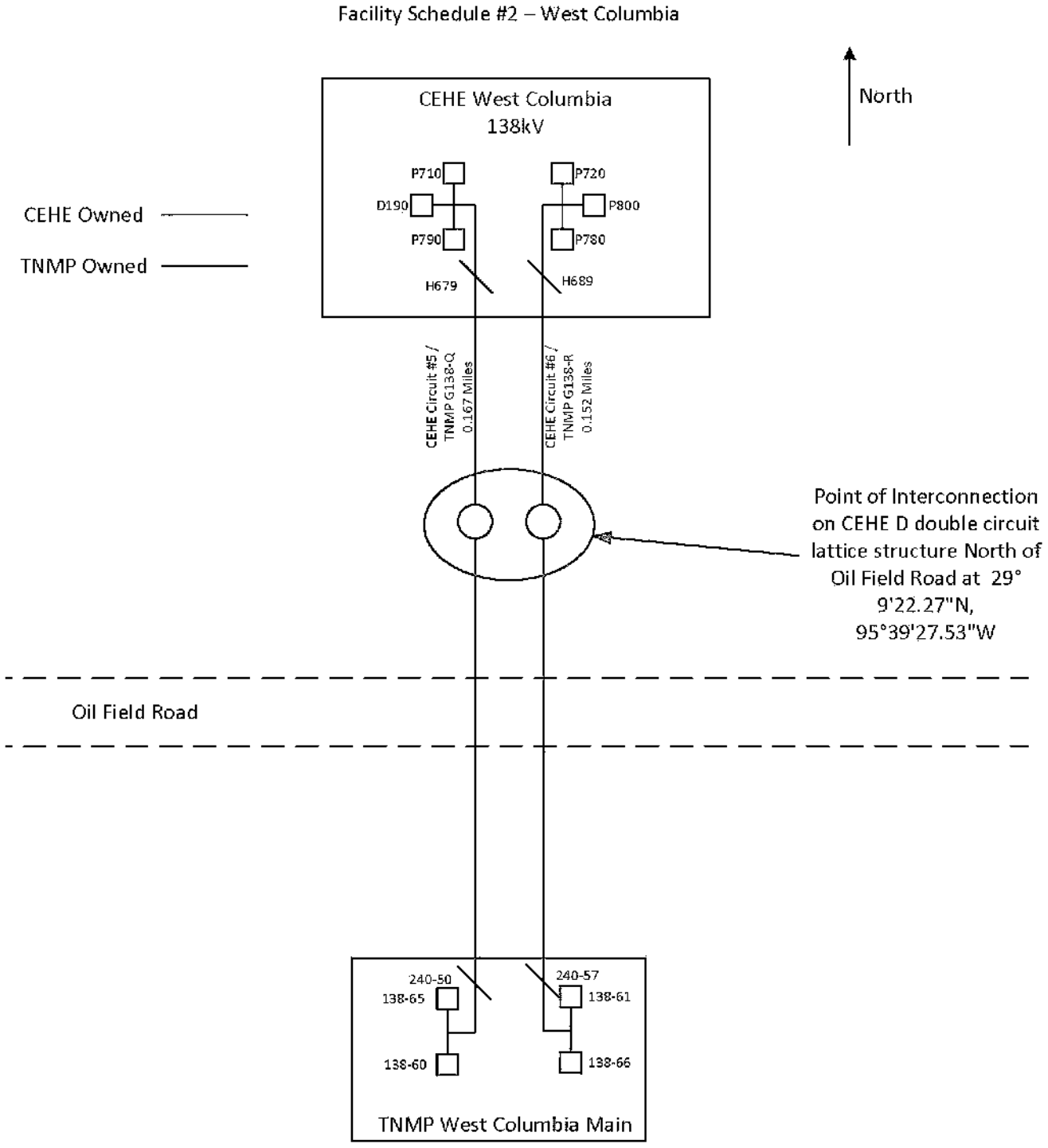
14. Interruptions and Disconnection:

    14.1 The Parties acknowledge and agree that it will be necessary to open or de-energize the West Columbia Interconnection or any part thereof to perform routine testing and maintenance. The Parties agree to coordinate such interruptions so as to minimize the impact on their respective systems.

    14.2 It is explicitly understood and agreed that either Party may open the West Columbia Interconnection or any part thereof to address power import or export limitations, line loading, extreme voltage conditions, and other such circumstances. It is further agreed that, except under extenuating circumstances, the CNP end may be opened for such circumstances.

FACILITY SCHEDULE NO. 2 (continued)

One-Line Diagram



FACILITY SCHEDULE NO. 3

1. Name of Point of Interconnection: **North Alvin-Meadow**

2. Point of Interconnection Location: Between CNP's 345/138 kV MEADOW Substation and TNMP's 138 kV North Alvin Substation, both located .75 miles east of the intersection of County Road 936 and County Road 529, Brazoria County, Texas.

   The Points of Interconnection are defined as the physical junction between the TNMP-owned 138kV transmission circuit conductor and the CNP-owned switches #30751 and #30851 on CNP's 345/138kV MEADOW Substation structures located near the common fence separating CNP's 345/138kV MEADOW Substation from TNMP's 138kV North Alvin Substation for the 138kV interconnecting transmission circuits #138-NAL-CM1 and 138-NAL-CM2 between TNMP's 138kV North Alvin Substation and CNP's 345/138kV MEADOW Substation. (drawing attached)

3. Interconnection Voltage**:** 138 kV. CNP's "C-B-A phases" correspond to TNMP's "B-C-A phases" respectively.

4. This interconnecting transmission circuit is Normally Closed (check one):

   X yes; ___no

5. One line diagram attached (check one): __X__ yes; ___no

6. Facilities to be furnished by CNP (collectively, the "CNP Interconnection Facilities"):

   6.1 CNP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to CNP's 345/138 kV MEADOW Substation for the North Alvin-MEADOW Interconnection, including but not limited to:

      (a) CNP Interconnection Facilities SCADA RTU having separate SCADA communication ports for CNP's and TNMP's use. CNP will provide the following data points to the TNMP communication port on CNP's RTU:

         (i) for interconnecting transmission circuit TNMP #138-NAL-CM1 (CNP circuit #07) - kV, MW and MVAR values;

         (ii) for interconnecting transmission circuit TNMP #138-NAL-CM2 (CNP circuit #06) - kV, MW and MVAR values;

         (iii) the status of 345 kV circuit breakers M260, M270, M280, and M300 in the CNP Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

(b) mutually agreeable redundant pilot based line relaying for protection of the interconnecting transmission circuit TNMP #138-NAL-CM1(CNP circuit #07) or TNMP #138-NAL-CM2 (CNP circuit #06);

(c) mutually agreeable transfer trip signals initiated by CNP breaker failure relaying to TNMP's 138 kV North Alvin Substation;

(d) an AC station service power supply from CNP's auto transformer for TNMP back-up service; and

(e) fencing around the west, north, and east portions of CNP's 345/138 kV MEADOW Substation site.

6.2 CNP RTU and communications equipment will be powered from a DC source capable of supplying this equipment for a period of 8 hours upon failure of AC charging source.

6.3 CNP, at its expense, will coordinate line relaying settings with TNMP's 138 kV North Alvin Substation.

6.4 In addition, CNP, at its expense, will maintain CNP's 345/138 kV MEADOW Substation site after the initial site preparation work has been completed by TNMP.

6.5 No automatic reclosing shall be used on the interconnecting transmission circuit TNMP #138-NAL-CM1(CNP circuit #07) or TNMP #138-NAL-CM2 (CNP circuit #06).

6.6 CNP, at its expense, will provide and maintain a communication circuit for real-time data transmittal via SCADA equipment from CNP's 345/138 kV MEADOW Substation to CNP's Energy Management System.

6.7 CNP, at its expense, will provide and maintain voice telephone service to CNP's 345/138 kV MEADOW Substation.

7. Facilities to be furnished by TNMP (collectively, the "TNMP Interconnection Facilities"):

7.1 TNMP, at its own expense, will acquire all land necessary for the North Alvin-MEADOW Interconnection and grant CNP an easement for the CNP Interconnection Facilities pursuant to a separate instrument in form and substance mutually acceptable to the Parties.

7.2 TNMP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to TNMP's 138 kV North Alvin Substation for the North Alvin-MEADOW Interconnection, including but not limited to:

(a) TNMP Interconnection Facilities SCADA RTU, having separate SCADA communication ports for TNMP's and CNP's use. The following points will be monitored by the TNMP RTU and made available to CNP:

(i) kV, MW and MVAR values for interconnecting transmission circuit TNMP #138-NAL-CM1 (CNP circuit #07) and TNMP #138-NAL-CM2 (CNP circuit #06) in the TNMP Interconnection Facilities;

(ii) status of 138 kV circuit breakers 138-151, 138-150, 138-152 and 138-153 in the TNMP Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

(iii) voltage measurements on all busses in the TNMP switchyard;

(b) mutually agreeable redundant pilot based line relaying for protection of the interconnecting transmission circuit TNMP #138-NAL-CM1(CNP circuit #07) or TNMP #138-NAL-CM2(CNP circuit #06)

(c) mutually agreeable transfer trip signals initiated by TNMP breaker failure relaying to CNP's 345/138 kV MEADOW Substation;

(d) two fiber optic cables for SCADA & relay protection communications of the interconnecting transmission circuit TNMP #138-NAL-CME(CNP circuit #07) between CNP's 345/138 kV MEADOW Substation control house and TNMP's 138 kV North Alvin Substation control house. The two cables shall be separated physically and designed to minimize the risk of both cables being disabled simultaneously by a single contingency;

(e) access road to each of the CNP 345/138 kV MEADOW Substation site and the TNMP 138 kV North Alvin Substation site;

(f) fencing with no common gates between the CNP 345/138 kV MEADOW Substation site and the TNMP 138 kV North Alvin Substation site; and

(g) detention pond for both CNP and TNMP drainage requirements.

7.3 TNMP, at its expense, will coordinate line relaying settings with CNP's 345/138 kV MEADOW Substation.

7.4 TNMP, at its expense, will provide the initial site preparation work for both the CNP 345/138 kV MEADOW Substation site and the TNMP 138 kV North Alvin Substation site in accordance with CNP specifications & requirements.

7.5 No automatic reclosing will be used on the interconnecting transmission circuit TNMP #138-NAL-CM1(CNP circuit #07) or TNMP #138-NAL-CM2(CNP circuit #06)

8. Cost Responsibility:

8.1 It is agreed that all work performed by CNP and all equipment purchased by CNP shall be at CNP's expense and all work performed by TNMP and all equipment purchased by TNMP shall be at TNMP's expense.

8.2 TNMP and CNP agree that if CNP desires to construct a transmission line in the future in order to tie into the transmission system of TNMP, TNMP will provide similar consideration to CNP regarding access and cost responsibility as set forth herein.

9. TNMP and CNP will operate their respective facilities as nearly as practicable in a manner to provide continuous, synchronous, parallel operation.

10. TNMP and CNP shall keep, or cause to be kept, the lines, together with equipment and appurtenances associated with such lines, located on each side of the North Alvin-MEADOW Interconnection in a suitable condition of repair at all times in order that said lines will operate in a reliable and satisfactory manner and in order that reduction in the capacity of such lines will be avoided. Neither Party will alter the line or substations in such a way that will reduce capacity or performance at the North Alvin-MEADOW Interconnection. TNMP and CNP agree that prior to any significant change to the North Alvin-MEADOW Interconnection configuration or to the quality or quantities of load that may be developed in the future, the Party proposing to make such revisions will notify the other Party within a sufficient time to allow such Party to determine whether the proposed revisions will adversely affect such Party's system and to allow the Parties to upgrade their respective facilities as may be required.

11. Prior to the connection of the TNMP Interconnection Facilities to the CNP Interconnection Facilities, acceptance tests will be performed by CNP to ensure the proper functioning of all SCADA and communications equipment associated with the North Alvin-MEADOW Interconnection, the TNMP Interconnection Facilities, and the CNP Interconnection Facilities, and to verify the accuracy of data being received by CNP and TNMP.

12. Each Party will promptly advise the other Party if it detects or otherwise learns of any SCADA equipment or situation that requires attention and/or correction by the other Party.

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

14. Interruptions and Disconnection:

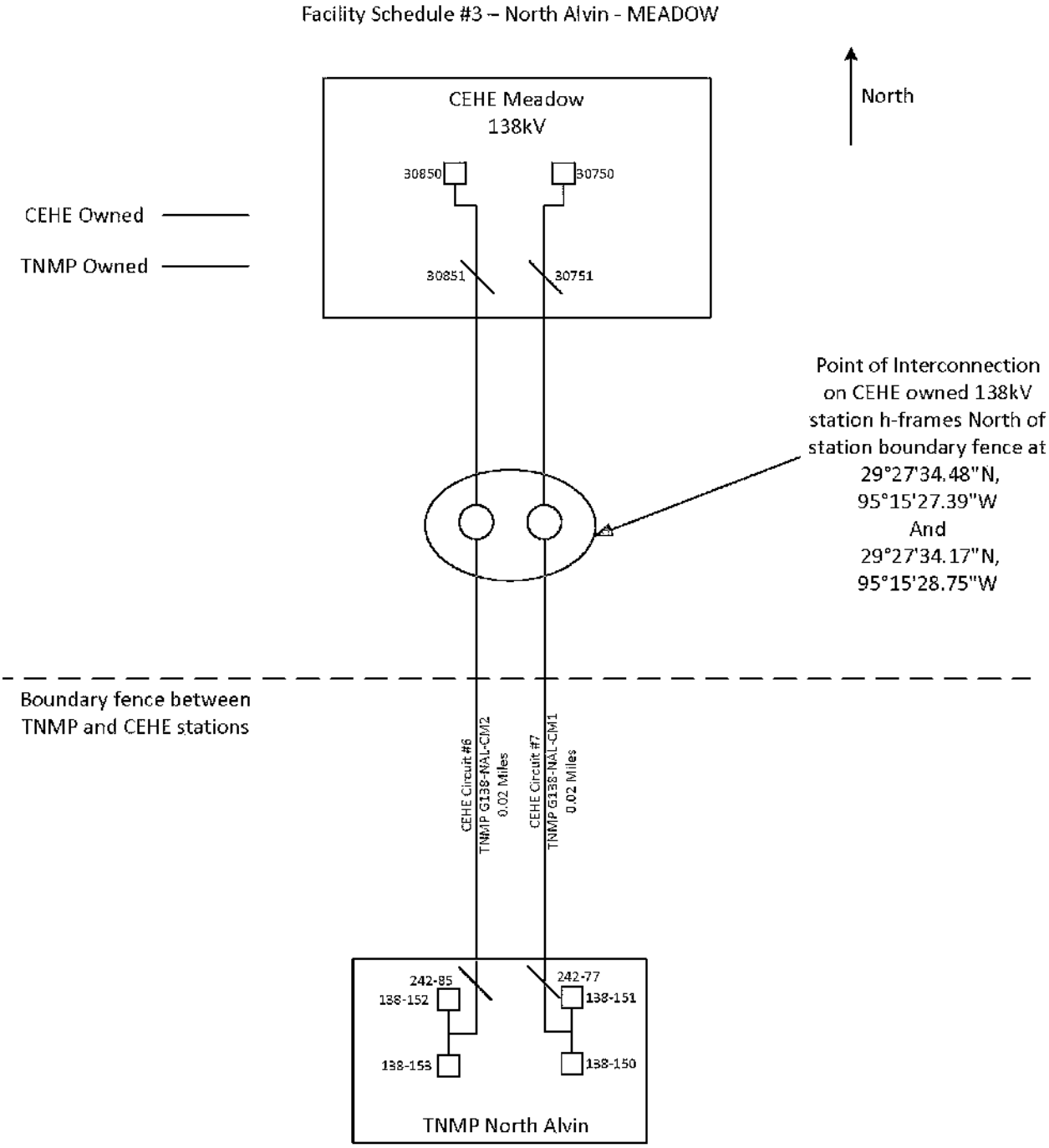
14.1 The Parties acknowledge and agree that it will be necessary to open or de-energize the North Alvin-MEADOW Interconnection or any part thereof to perform routine testing and maintenance. The Parties agree to coordinate such interruptions so as to minimize the impact on their respective systems.

14.2 It is explicitly understood and agreed that either Party may open the North Alvin-MEADOW Interconnection or any part thereof to address power import or export limitations, line loading, extreme voltage conditions, and other such circumstances.

15. TNMP and CNP will make provisions to connect TNMP's 138 kV North Alvin Substation ground mat with CNP's 345/138 kV MEADOW Substation ground mat.

FACILITY SCHEDULE NO. 3 (continued)

One-Line Diagram



FACILITY SCHEDULE NO. 4

1. Name of Point of Interconnection: **Retrieve**

2. Point of Interconnection Location: Near CNP's Retrieve Substation. CNP's Retrieve Substation is located at in Brazoria County, Texas 77515, at 29° 5'57.35"N, 95°29'33.90"W.

   The Points of Interconnection are defined as the physical junctions between the TNMP-owned 138 kV transmission circuit conductor and the CNP-owned 138 kV transmission circuit conductor located on CNP's steel dead end racks within CNP's Retrieve Substation for each of following circuits listed below:

   (c) 138 kV Circuit #5 between TNMP's Angleton Substation and CNP's line switch 7055 and CNP's Retrieve Substation circuit breakers B970 and B980 (TNMP 138_RTR-ANG, CNP RT XAN05); and

   (d) 138 kV Circuit #6 between TNMP's Brazoria Substation and CNP's line switch 7065 and CNP's Retrieve Substation circuit breakers B940 and B950 (TNMP G138-17, CNP RT XBR06).

3. Interconnection Voltage: 138 kV. CNP's "C-B-A phases" correspond to TNMP's "B-C-A phases" respectively.

4. The interconnecting transmission circuits are Normally Closed (check one):

   X yes; _no

5. One line diagram attached (check one): _X yes; __no

6. Facilities to be furnished by CNP (collectively, the "CNP Interconnection Facilities"):

   6.1 CNP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to CNP's Retrieve Substation for the Retrieve Interconnection, including but not limited to:

   (a) CNP Interconnection Facilities SCADA data by CNP's use of the existing CNP RTU with a communication port for TNMP's use. CNP will provide the following data points to the TNMP communication port on CNP's RTU:

   (i) for CNP to TNMP Circuits #5 & #6 - MW and MVAR values;

   (ii) the status of circuit breakers B940, B950, B970 & B980 in the CNP Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

   (b) mutually agreeable pilot based line differential relaying;

(c) automatic reclosing relaying scheme for the circuits to TNMP's Brazoria and Angleton Substations with Live Bus/Dead Line and Live Bus/Live Line control utilizing synchronism check supervision; and

(d) mutually agreeable transfer trip signal to TNMP's Brazoria and Angleton Substations initiated by CNP breaker failure relaying.

6.2 CNP RTU and communications equipment will be powered from a DC source capable of supplying this equipment for a period of 8 hours upon failure of AC charging source.

6.3 CNP, at its expense, will coordinate line relaying settings with TNMP's Brazoria and Angleton Substations.

6.4 CNP, at its expense, will design, purchase, construct, install, own, operate, and maintain all necessary transmission line improvements from CNP's Retrieve Substation to the Retrieve Interconnection, including but not limited to structures, phase conductors, static wires, insulators, foundations, and associated hardware.

7. Facilities to be furnished by TNMP (collectively, the "TNMP Interconnection Facilities"):

7.1 TNMP will own, operate, maintain and control the 138 kV transmission lines from TNMP's Brazoria and Angleton Substations to the Retrieve Interconnection.

7.2 TNMP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to TNMP's Brazoria and Angleton Substations for the Retrieve Interconnection, including but not limited to:

(a) TNMP Interconnection Facilities SCADA RTU, having separate SCADA communication ports for TNMP's and CNP's use. The following points will be monitored by the TNMP RTU and made available to CNP:

(i) kV, MW and MVAR values for interconnecting transmission circuit TNMP 138_RTR_ANG (CNP circuit #05) and TNMP G138_17 (CNP circuit #06) in the TNMP Interconnection Facilities;

(ii) status of 138 kV circuit breakers 138-71 and 138-70 in the TNMP Angleton Interconnection Facilities, and 138-82 and 138-83 in the TNMP Brazoria Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

(iii) voltage measurements on all busses in the TNMP Angleton and Brazoria switchyard;

(b) mutually agreeable pilot based line differential relaying;

(c) automatic reclosing relaying scheme for the circuits to CNP's Retrieve Substation with Live Bus/Dead Line and Live Bus/Live Line control utilizing synchronism check supervision; and

(d) mutually agreeable transfer trip signal to CNP's Retrieve Substation initiated by TNMP breaker failure relaying.

7.3 In addition, TNMP, at its expense, will coordinate line relaying settings with CNP's Retrieve Substation.

7.4 TNMP will provide, at its expense, the communications cables for the pilot based line differential relaying between CNP's Retrieve Substation control house and TNMP's Brazoria and Angleton Substations communications house.

8. Cost Responsibility:

8.1 It is agreed that all work performed by CNP and all equipment purchased by CNP shall be at CNP's expense, and all work performed by TNMP and all equipment purchased by TNMP shall be at TNMP's expense.

8.2 TNMP and CNP agree that if CNP desires to construct a transmission line in the future in order to tie into the transmission system of TNMP, TNMP will provide similar consideration to CNP regarding access and cost responsibility as set forth herein.

9. TNMP and CNP will operate their respective facilities as nearly as practicable in a manner to provide continuous, synchronous, parallel operation.

10. TNMP and CNP shall keep, or cause to be kept, the lines, together with equipment and appurtenances associated with such lines, located on each side of the Retrieve Interconnection in a suitable condition of repair at all times in order that said lines will operate in a reliable and satisfactory manner and in order that reduction in the capacity of such lines will be avoided. Neither Party will alter the line or substations in such a way that will reduce capacity or performance at the Retrieve Interconnection. TNMP and CNP agree that prior to any significant change to the Retrieve Interconnection configuration or to the quality or quantities of load that may be developed in the future, the Party proposing to make such revisions will notify the other Party within a sufficient time to allow such Party to determine whether the proposed revisions will adversely affect such Party's system and to allow the Parties to upgrade their respective facilities as may be required.

11. At the connection of the TNMP Interconnection Facilities to the CNP Interconnection Facilities, in-service tests may be performed by CNP to ensure the proper functioning of all SCADA equipment associated with the Retrieve Interconnection, the TNMP

Interconnection Facilities and the CNP Interconnection Facilities, and to verify the accuracy of data being received by CNP and TNMP. CNP shall inspect and test the SCADA equipment at the CNP Interconnection Facilities when an error in accuracy has been detected and at any other mutual agreed upon time between CNP and TNMP.

12. Each Party will promptly advise the other Party if it detects or otherwise learns of any SCADA equipment or situation that requires attention and/or correction by the other Party.

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

14. Interruptions and Disconnection:

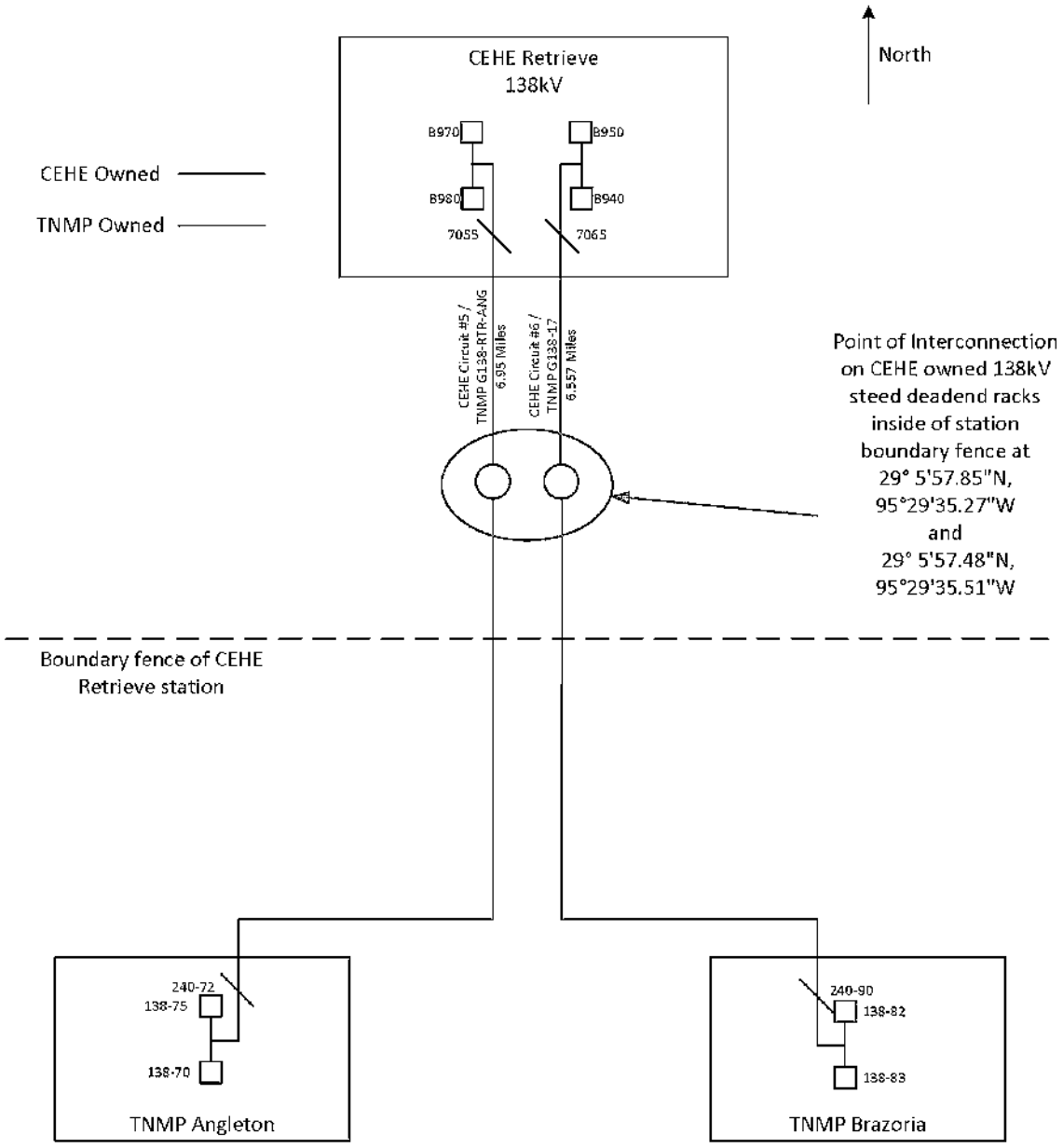
    14.1 The Parties acknowledge and agree that it will be necessary to open or de-energize the Retrieve Interconnection or any part thereof to perform routine testing and maintenance. The Parties agree to coordinate such interruptions so as to minimize the impact on their respective systems.

    14.2 It is explicitly understood and agreed that either Party may open the Retrieve Interconnection or any part thereof to address power import or export limitations, line loading, extreme voltage conditions, and other such circumstances. It is further agreed that, except under extenuating circumstances, the CNP end may be opened for such circumstances.

FACILITY SCHEDULE NO. 4 (continued)

One-Line Diagram

Facility Schedule #4 – Retrieve



FACILITY SCHEDULE NO. 5

1. Name of Point of Interconnection: **Samaritan**

2. Point of Interconnection Location: Near CNP's Samaritan Substation. CNP's Samaritan Substation is located in, Angleton, Brazoria County, Texas 77515, near 29°11'30.91"N, 95°23'57.69"W.

   The Points of Interconnection are defined as the physical junctions between the TNMP-owned 138 kV transmission circuit conductor and the CNP-owned 138 kV transmission circuit conductor located on CNP's steel dead end racks within CNP's Samaritan Substation for each of following circuits listed below:

   (a) 138 kV Circuit #1 between TNMP's White Oak Substation and CNP's Samaritan Substation circuit breakers S890 and S900 (TNMP 138-WTO-CS1, CNP SAMYWO01).

   (b) 138 kV Circuit #2 between TNMP's White Oak Substation and CNP's Samaritan Substation circuit breakers S920 and S930 (TNMP 138-WTO-CS2, CNP SAMYWO02).

3. Interconnection Voltage: 138 kV. CNP's "C-B-A phases" correspond to TNMP's "B-C-A phases" respectively.

4. The interconnecting transmission circuits are Normally Closed (check one):

   X yes; _no

5. One line diagram attached (check one): _X yes; __no

6. Facilities to be furnished by CNP (collectively, the "CNP Interconnection Facilities"):

   6.1 CNP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to CNP's Samaritan Substation for the Samaritan Interconnection, including but not limited to:

   (a) CNP Interconnection Facilities SCADA data by CNP's use of the existing CNP RTU with a communication port for TNMP's use. CNP will provide the following data points to the TNMP communication port on CNP's RTU:

   (i) for CNP to TNMP Circuits 138-WTO-CS1 & 138-WTO-CS2 - MW and MVAR values;

   (ii) the status of circuit breakers S890, S900, S920 & S930 in the CNP Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

(b) mutually agreeable pilot based line differential relaying;

(c) automatic reclosing relaying scheme for the circuits to TNMP's White Oak Substation with Live Bus/Dead Line and Live Bus/Live Line control utilizing synchronism check supervision; and

(d) mutually agreeable transfer trip signal to TNMP's White Oak Substation initiated by CNP breaker failure relaying.

6.2 CNP RTU and communications equipment will be powered from a DC source capable of supplying this equipment for a period of 8 hours upon failure of AC charging source.

6.3 CNP, at its expense, will coordinate line relaying settings with TNMP's White Oak Substation.

6.4 CNP, at its expense, will design, purchase, construct, install, own, operate, and maintain all necessary transmission line improvements from CNP's Samaritan Substation to the Samaritan Interconnection, including but not limited to structures, phase conductors, static wires, insulators, foundations, and associated hardware.

7. Facilities to be furnished by TNMP (collectively, the "TNMP Interconnection Facilities"):

7.1 TNMP will own, operate, maintain and control the 138 kV transmission lines from TNMP's White Oak Substation to the Samaritan Interconnection.

7.2 TNMP, at its expense, will design, purchase, construct, install, set, own, operate, maintain and control all necessary substation improvements to TNMP's White Oak Substation for the Samaritan Interconnection, including but not limited to:

(a) TNMP Interconnection Facilities SCADA RTU, having separate SCADA communication ports for TNMP's and CNP's use. The following points will be monitored by the TNMP RTU and made available to CNP:

(i) kV, MW and MVAR values for interconnecting transmission circuit TNMP 138-WTO-CS1 (CNP circuit #01) and TNMP 138-WTO-CS2 (CNP circuit #02) in the TNMP Interconnection Facilities;

(ii) status of 138 kV circuit breakers 138-735, 138-736, 138-737 and 138-738 in the TNMP White Oak Interconnection Facilities. Status shall come from circuit breaker (52A) auxiliary contacts;

(iii) voltage measurements on all busses in the TNMP switchyard;

(b) mutually agreeable pilot based line differential relaying;

(c) automatic reclosing relaying scheme for the circuits to CNP's Samaritan Substation with Live Bus/Dead Line and Live Bus/Live Line control utilizing synchronism check supervision; and

(d) mutually agreeable transfer trip signal from TNMP's White Oak Substation to CNP's Samaritan Substation initiated by TNMP breaker failure relaying.

7.3 In addition, TNMP, at its expense, will coordinate line relaying settings with CNP's Samaritan Substation.

7.4 TNMP will provide, at its expense, the communications cables for the pilot based line differential relaying between CNP's Samaritan Substation control house and TNMP's White Oak Substation communications house.

8. Cost Responsibility:

8.1 It is agreed that all work performed by CNP and all equipment purchased by CNP shall be at CNP's expense, and all work performed by TNMP and all equipment purchased by TNMP shall be at TNMP's expense.

8.2 TNMP and CNP agree that if CNP desires to construct a transmission line in the future in order to tie into the transmission system of TNMP, TNMP will provide similar consideration to CNP regarding access and cost responsibility as set forth herein.

9. TNMP and CNP will operate their respective facilities as nearly as practicable in a manner to provide continuous, synchronous, parallel operation.

10. TNMP and CNP shall keep, or cause to be kept, the lines, together with equipment and appurtenances associated with such lines, located on each side of the Samaritan Interconnection in a suitable condition of repair at all times in order that said lines will operate in a reliable and satisfactory manner and in order that reduction in the capacity of such lines will be avoided. Neither Party will alter the line or substations in such a way that will reduce capacity or performance at the Samaritan Interconnection. TNMP and CNP agree that prior to any significant change to the Samartian Interconnection configuration or to the quality or quantities of load that may be developed in the future, the Party proposing to make such revisions will notify the other Party within a sufficient time to allow such Party to determine whether the proposed revisions will adversely affect such Party's system and to allow the Parties to upgrade their respective facilities as may be required.

11. At the connection of the TNMP Interconnection Facilities to the CNP Interconnection Facilities, in-service tests may be performed by CNP to ensure the proper functioning of all SCADA equipment associated with the Samaritan Interconnection, the TNMP Interconnection Facilities and the CNP Interconnection Facilities, and to verify the

accuracy of data being received by CNP and TNMP. CNP shall inspect and test the SCADA equipment at the CNP Interconnection Facilities when an error in accuracy has been detected and at any other mutual agreed upon time between CNP and TNMP.

12. Each Party will promptly advise the other Party if it detects or otherwise learns of any SCADA equipment or situation that requires attention and/or correction by the other Party.

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

14. Interruptions and Disconnection:

    14.1 The Parties acknowledge and agree that it will be necessary to open or de-energize the Samaritan Interconnection or any part thereof to perform routine testing and maintenance. The Parties agree to coordinate such interruptions so as to minimize the impact on their respective systems.

It is explicitly understood and agreed that either Party may open the Samaritan Interconnection or any part thereof to address power import or export limitations, line loading, extreme voltage conditions, and other such circumstances. It is further agreed that, except under extenuating circumstances, the CNP end may be opened for such circumstances.

FACILITY SCHEDULE NO. 5 (continued)

One-Line Diagram