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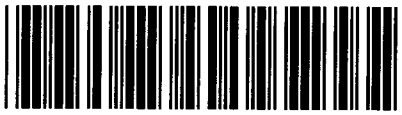

Item Number: 278

Addendum StartPage: 0

PROJECT NO. 35077

INFORMATIONAL FILING OF ERCOT INTERCONNECTION AGREEMENTS PURSUANT TO P.U.C. SUBST. R. 25.195(e)	§ § §	PUBLIC UTILITY COMMISSION OF TEXAS

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January 20, 2012

Table of Contents

378

JOINDER AGREEMENT
AND
AMENDMENT NO. 3
TO
INTERCONNECTION AGREEMENT

This Joinder Agreement and Amendment No. 3 to Interconnection Agreement (this "Joinder Agreement") is made and entered into to be effective as of this 28th day of September, 2011 (the "Effective Date"), by and among Texas-New Mexico Power Company, a Texas corporation ("TSP"), Sherbino I Wind Farm LLC, a Delaware limited liability company ("Generator"), and Sherbino II Wind Farm, LLC, a Delaware limited liability company ("Additional Generator"). As used herein, TSP, Generator and Additional Generator are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, TSP and Generator entered into that certain ERCOT Standard Generation Agreement dated February 1, 2008 (such agreement and all Exhibits and Appendices attached thereto, as the same may be amended or amended and restated from time to time, the "Agreement") (each term contained in this Joinder Agreement with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Agreement); and

WHEREAS, the Generator has requested that the Parties enter into this Joinder Agreement as contemplated pursuant to Section 10.22 of the Agreement so that the Additional Generator will become a party to the Agreement as an additional generator, jointly and severally, with the Generator, subject to the terms and conditions set forth herein;

WHEREAS, the Generator and Additional Generator desire to change the wind turbine generators for Unit 2 from fifty (50) Vestas V90 wind turbine generators to sixty (60) Clipper Liberty C96 wind turbine generators and change the location of the switchyard facilities for Unit 2; and

WHEREAS, the Parties have reached agreement on certain changes to Exhibit C of the Agreement to reflect the foregoing equipment and switchyard changes and to accommodate additional changes that may be required;

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

1. The Additional Generator agrees to adopt and to join in the Agreement as a party thereto, jointly and severally, with the Generator as if the Additional Generator were an original signatory party thereto. The term "Party" and "Parties" as used in the Agreement shall include the Additional Generator, subject to the terms and conditions set forth herein. The Additional Generator agrees to assume and to observe, perform, pay, and otherwise discharge when due all of the Generator's obligations under and/or arising from the Agreement and agrees to be bound by all the terms and provisions of the Agreement as if it were an original signatory party thereto.

Subject to the terms and conditions described in this Joinder Agreement, the TSP and Generator agree that the Additional Generator is entitled to all of the rights and benefits of the Generator under the Agreement. The Additional Generator acknowledges that it received from the Generator an executed copy of, and has read and understands, the Agreement. The execution of this Joinder Agreement by the Additional Generator shall be treated for all purposes as the execution by the Additional Generator of a counterpart of the Agreement. Notwithstanding anything contained in this Joinder Agreement to the contrary, the Generator shall not be released from, and shall remain responsible for, the performance of all obligations of the Generator under and/or arising from the Agreement.

2. Each of the Generator and the Additional Generator are jointly and severally liable for the performance of the Agreement and all obligations of the Generator thereunder and/or arising therefrom.

3. The Generator shall serve as the managing generator and the single point of contact for the TSP under the Agreement. The Generator shall have the right, power and authority to act on behalf of the Additional Generator, including to make, give and receive notices, consents, elections, waivers, correspondence, demands and claims.

4. The Additional Generator hereby irrevocably appoints the Generator as its true and lawful agent and attorney-in-fact, to act in the name, place and stead of the Additional Generator for the purposes set forth herein, with full power and authority to take each and every act and perform each and every thing for, in the name of and on behalf of the Additional Generator under, in connection with and/or arising out of the Agreement that the Generator, in its discretion, deems necessary, appropriate or desirable, including, without limitation: (i) the power and authority to exercise, do or perform each and every act, right, power, duty and obligation that the Additional Generator has or may acquire the legal right, power or capacity to exercise, do or perform in connection with, arising out of or relating to the Agreement, including, without limitation, making, giving and/or receiving any and all notices, consents, elections, waivers, correspondence, demands and claims thereunder, and (ii) the power and authority to sign, endorse, execute, acknowledge and/or deliver each and every document, instrument and agreement for and on behalf of the Additional Generator under, in connection with and/or arising out of the Agreement. The Additional Generator agrees to do and perform each and every lawful act and deed, and execute any and all documents, reasonably necessary to ensure that such appointment of the Generator as the Additional Generator's attorney-in-fact constitutes a valid and enforceable irrevocable appointment and power of attorney under Applicable Law.

5. The TSP is entitled to conclusively presume and rely upon the fact that each and every action taken or not taken, thing done and document, instrument and agreement executed by the Generator, either acting as the managing generator and/or as agent or attorney-in-fact for the Additional Generator, pursuant to or in connection with the Agreement is authorized, regular, and binding upon the Additional Generator, without further need for inquiry. Each and every action taken or not taken, thing done and document, instrument and agreement executed by the Generator, either acting as the managing generator and/or as agent or attorney-in-fact for the Additional Generator, pursuant to or in connection with the Agreement shall be binding upon the Additional Generator and is ratified, confirmed and adopted by the Additional Generator in all respects without further action. Furthermore, each and every action taken or not taken, thing

done and each document, instrument and agreement executed or delivered by either of the Generator or the Additional Generator under or in connection with the Agreement shall be binding upon and constitute the act or omission of each of the Generator and the Additional Generator.

6. Notwithstanding anything to the contrary, the joinder of the Additional Generator as a party to the Agreement, with entitlement to all of the rights and benefits of the Generator under the Agreement, shall not in any way increase or alter the obligations, duties and liabilities of the TSP under or arising out of the Agreement. Performance by the TSP of obligations hereunder to either the Generator or the Additional Generator shall satisfy in full such obligations and constitute performance to each of the Generator and the Additional Generator. Without limiting the generality of the foregoing and notwithstanding anything contained herein or in the Agreement to the contrary, the TSP shall be entitled to make any and all payments, make any and all demands, and give any and all notices under, in connection with and/or arising out of the Agreement to either the Generator or the Additional Generator, which shall constitute payment, demand or notice, as applicable, to each of the Generator and the Additional Generator, irrespective of Exhibit D of the Agreement which includes in the address for the Generator that a copy of notices be provided to the Additional Generator. To the fullest extent permitted by Applicable Law, the Additional Generator hereby waives all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, notice of any waivers or indulgences or extensions, and notices of every kind that may be required to be given under the Agreement or by any statute, rule or Applicable Law in connection with or arising out of the Agreement, to the extent that such presentments, demands, protests or notices were given to or by the Generator.

7. The TSP shall accept performance of any obligation of the Generator under the Agreement by either the Generator or the Additional Generator, and to the extent that the Generator has the right to cure any default under the Agreement, the Additional Generator shall have the right to cure such default to the same extent as the Generator, in accordance with the terms and conditions of the Agreement, and in each such case whether such obligation or default relates to Unit 1 or Unit 2, or both. The TSP hereby recognizes the Additional Generator as a party to the Agreement and, subject to the terms and conditions described in this Joinder Agreement, the holder of the rights and obligations of the Generator, jointly and severally with the Generator. In addition, to the extent that the Generator has the right to cure any default under the Agreement, any secured party, trustee or mortgagee to which the Agreement has been assigned for collateral security purposes to aid in providing financing for the Plant, as permitted in accordance with Section 10.17 of the Agreement, shall have the right to cure such default to the same extent as the Generator, in accordance with the terms and conditions of the Agreement.

8. Each of the Generator and the Additional Generator, jointly and severally, shall be responsible for providing such notices, taking such action and obtaining such Regulatory Approvals as necessary as a result of or arising out of the ownership and operation of Unit 1 and Unit 2 by different entities. Without limiting the foregoing, each of the Generator and the Additional Generator shall be responsible for satisfying ERCOT Requirements for the provision of metering data by Generator's Qualified Scheduling Entity and the Additional Generator's Qualified Scheduling Entity. Each of the Generator and the Additional Generator acknowledge and agree that the TSP's ERCOT-polled settlement meter, as shown on Attachment 1-A to

Exhibit C of the Agreement, will measure the aggregate electrical output of Unit 1 and Unit 2 and will not measure the electrical output of Unit 1 separately from the electrical output of Unit 2.

9. Each of the Generator and the Additional Generator, jointly and severally, hereby represent and warrant to the TSP that: (i) the Additional Generator is the owner of Unit 2; and (ii) the Additional Generator is an Affiliate (as defined in Section 10.22(B) of the Agreement) of the Generator.

10. The Parties hereby agree that Exhibit C of the Agreement is hereby deleted and replaced in its entirety with the Exhibit C that is attached hereto as Attachment 1.

11. The Parties hereby agree that Exhibit D of the Agreement is hereby deleted and replaced in its entirety with the Exhibit D that is attached hereto as Attachment 2.

12. The TSP may, but shall not be required to, send notices, demands or requests to the Additional Generator. The TSP may send any notice, demands or requests to the Additional Generator to the address or number of the Additional Generator set forth in Exhibit D of the Agreement.

13. EACH OF THE GENERATOR AND THE ADDITIONAL GENERATOR, JOINTLY AND SEVERALLY, HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TSP AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, PENALTIES, COSTS AND EXPENSES, INCLUDING JUDGMENTS, COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY OR ASSERTED AGAINST THE TSP OR ITS AFFILIATES RELATING TO OR ARISING OUT OF THIS JOINDER AGREEMENT, INCLUDING, WITHOUT LIMITATION: (I) CLAIMS BY THE ADDITIONAL GENERATOR RELATING TO OR ARISING OUT OF ACTION TAKEN OR NOT TAKEN BY THE TSP PURSUANT TO INSTRUCTIONS, NOTICES, WAIVERS, ELECTIONS OR ACTIONS OF THE GENERATOR, AND (II) LIABILITY OF THE GENERATOR OR THE ADDITIONAL GENERATOR UNDER THE AGREEMENT RELATING TO OR ARISING OUT OF ANY ACTION TAKEN OR NOT TAKEN BY THE GENERATOR OR THE ADDITIONAL GENERATOR IN THE PERFORMANCE OF THE AGREEMENT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT.

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

15. The Agreement and this Joinder Agreement constitute the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Joinder Agreement. This Joinder Agreement shall constitute a part of the Agreement. Except as expressly set forth herein, this Joinder Agreement shall not alter,

amend or change the Agreement in any manner.

16. This Joinder Agreement shall become effective on and as of the Effective Date. This Joinder Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Joinder Agreement to be executed as of the Effective Date by their duly authorized officers.

Texas-New Mexico Power Company

By: _____

Name: Neal Walker

Title: President

Sherbino I Wind Farm LLC

By: _____

Name: James C. Hilly

Title: President

Sherbino II Wind Farm LLC

By: _____

Name: [redacted]

Title: [redacted]

Attachment 1

Amended and Restated Exhibit C of the Agreement

Amended and Restated
Exhibit "C"
Interconnection Details

1. **Name:** Sherbino Mesa I Wind Farm LLC

2. **Point of Interconnection location:**

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

3. **Delivery Voltage: 138 kV**

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

Unit 1 of the Plant has an aggregate nameplate generating capacity of 150 MW and consists of fifty (50) wind turbine generating units, each with a nameplate generating capacity of 3 MW. The Generator connected Unit 1 in September 2008. Unit 2 of the Plant has an aggregate nameplate generating capacity of 150 MW. Subject to approval in writing by the TSP and AEP as set forth below, Unit 2 will consist of sixty (60) wind turbine generating units, each with a nameplate generating capacity of 2.5 MW. The In-Service Date, the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date for Unit 2 are expected to be on or before December 31, 2011. The Generator anticipates energizing Unit 2 during November 2011. AEP Texas North Company ("AEP") has completed the enhancements of its transmission system pursuant to the Amended and Restated Agreement for Transmission Engineering, Design, Procurement and Construction Services for Transmission Upgrades to the AEP Texas System, dated January 15, 2008, between AEP and Generator (the "AEP Agreement").

5. **Type of Generating Unit:**

Unit 1 consists of 50 Vestas V90 wind turbine generators. Unit 2 shall consist of an additional 60 Clipper Liberty C96 wind turbine generators, subject to approval in writing by the TSP and AEP, as set forth below.

6. **Metering and Telemetry Requirements:**

(a) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain 138 kV metering accuracy potential and current transformers and metering and telemetry equipment (including RTU) located in the TIF. A one-line diagram showing TSP's ERCOT-polled Settlement meter ("EPS")

metering location is attached to this Amended and Restated Exhibit C as Attachment 1-A. TSP will connect its EPS meters to its RTU via a communications link. Data and electrical parameters to be communicated from the TSP to GIF shall be as identified in the SCADA Table in Attachment 2 to this Amended and Restated Exhibit C.

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

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

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

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

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

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

(e) Prior to In-Service Date, acceptance test will be performed by TSP and Generator to insure proper functioning of all metering, telemetry, and communications equipment and to verify the accuracy of data being received by TSP.

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

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

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

(a) **Generator Transmission Facilities**

(i) Generator will be responsible for the construction and ownership of an estimated 6.58 miles of 138 kV transmission line facilities from the Generator's Unit 1 138 kV Keo switchyard (the "Keo Station") to the TSP White Baker Switching Station, inclusive of fiber optic cable. Generator will be responsible for the construction and ownership of the Generator's 138 kV Ligon switchyard (the "Ligon Station") at a point along such Generator's transmission line that is approximately 1.06 miles from the Keo Station. Generator will be responsible for the construction and ownership of an estimated 9.52 miles of 138 kV transmission line facilities from the Generator's Unit 2 138 kV Patriot switchyard (the "Patriot Station") to the Ligon Station, inclusive of fiber optic cable. The transmission lines and fiber optic cable will be maintained by Generator to the designated Point of Interconnection. The designated Point of Interconnection for the transmission line into the TSP White Baker Switching Station will be the line side terminal of air switch A138-73 located on the TIF dead-end structure in the TSP White Baker Switching Station. The designated Point of Interconnection for the fiber optic is the fiber optic patch panel designated by the TSP in the TIF control house. OPGW fiber optic cable will be installed by the Generator from the GIF to a termination cabinet located at the base of the TIF dead-end structure. ADSS cable shall be installed by the Generator from the termination cabinet to the patch panel located in the TIF control house. TSP shall install appropriate duct bank, conduit, and/or interduct from the termination cabinet to the TIF control house for use by Generator to install the ADSS cable.

(ii) TSP has the right to inspect, with reasonable prior notice to Generator and during normal business hours, Generator's transmission line facilities and dead end structure to verify that it does meet all clearance requirements prior to the interconnection of the TSP's facilities to Generator's facilities. TSP reserves the right to deny interconnect rights if the line does not meet Applicable Legal and Electrical Requirements (as defined below) and to continue denying the interconnect rights until such time that the line does meet Applicable Legal and Electrical Requirements. "Applicable Legal and Electrical Requirements" shall mean,

collectively, Good Utility Practice, the National Electrical Safety Code (as approved by the American National Standards Institute), National Electric Reliability Corporation ("NERC") Standards, ERCOT Requirements, PUCT Rules and Applicable Laws.

(b) **Generator Switchyard Facilities**

(i) The following list of major switchyard equipment has been identified by the Generator for the switchyard facilities. Items marked with an (*) shall be installed in conjunction with the AEP transmission system enhancements to be made by AEP pursuant to the AEP Agreement to provide for the export of a total of 300 MW from the Plant. A one-line diagram showing the GIF is attached to this Amended and Restated Exhibit C as Attachment 1-B.

Initial Equipment required for Unit 1 Output (Keo Station):

Metering and Telemetry as provided in Item 6 above.
(1 ea) Digital Fault Recorder
(1 ea) 138 kV, 2000 amp, 40 kA circuit breakers
(1 ea) 138 kV, 2000 amperes, gang operated, 3 phase air break switch
(4 ea per phase) 2000:5 amp breaker bushing CT's for relaying
(1 ea per phase) CCVTs for relaying
(3 ea per phase) 84 kV surge arresters

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

(4 ea) 11 MVAR switched capacitor banks

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

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

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

(3 ea) 15 MVAR switched capacitor banks, subject to approval in writing by the TSP as set forth below*
(1 ea) +/- 10 MVAR, 34.5kV dynamic reactive device, subject to approval in writing by the TSP as set forth below*

(ii) Communication equipment described in Item 9 below.

(iii) System protection equipment described in Item 10 below to be installed by Generator.

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

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

8. Transmission Service Provider Interconnection Facilities and System Upgrades

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

(3 ea) Circuit Breakers 138 kV 2000 amperes
(15 ea) Switch Air Break 138kV 2000 amperes
(3 ea) Metering Current Transformers 138kV
(9 ea) Potential Transformers 138kV
(1 ea) Autotransformer 138/69kV
(3 ea) Circuit Breakers 69kV 2000 amperes

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

(b) System protection equipment described in Item 10 below to be installed by TSP.

(c) Additional transmission facilities located elsewhere on the TSP System as identified in the Facilities Study include the following:

(i) Re-conductor and convert existing transmission line from White Baker to Rio Pecos to 795 ACSS conductor and convert to 138kV operation approximately 14 miles. Build transmission line into AEP Rio Pecos 138kV switchyard approximately one half mile.

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

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

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

9. Communications Facilities:

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

TSP current business needs to effectively and securely operate the TIF and in accordance with ERCOT Requirements will be at Generator's expense. Typical circuit requirements include the following:

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

(b) Dial-Up Access - Two dial-up access lines will be required at the TIF. These are business telephone lines (Bell type 1FB) to be ordered by Generator. These circuits are required for site voice communications and remote data access to EPS Metering, System Protection Equipment interrogation, RTU port configuration and interrogation and to any fault (transient) / dynamic fault recording equipment. These telephone lines are required of Generator and TSP. If the interconnect meter(s), System Protection Equipment and fault (transient) / dynamic fault recording equipment are located at multiple sites, then multiple telephone lines will be required. If these devices are located at the same site, one telephone line may suffice for dial-up access devices. A separate dedicated line is required for the EPS metering.

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

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

10. System Protection Equipment:

The Plant and the Generator Interconnection Facilities (GIF) shall be designed in

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

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

The relay designs shall incorporate necessary test switches to enable complete functional testing. The test switches will be placed such that they allow operations of the relay without tripping the breaker failure scheme and causing unnecessary breaker trips and tripping of the generator units.

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

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

Upon completion of installation and prior to energization, the Parties shall test the functionality of the relays. Such testing will include injection of secondary voltage and current to test relay elements, simulation of fault conditions, and verification of proper operation of protection schemes.

TSP WHITE BAKER SWITCHING

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

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

1 – GE L-90 Line Differential Relay (Primary)
1 – SEL 421-2 High Speed Line Protection System (Back-up)

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

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

Transfer trip functions will be sent via Mirrored Bits on the SEL 421 Relay. Upon loss of the Rio Pecos - WB line, a transfer trip will be sent to the TSP breakers on the Plant line from White Baker Switching Station to the Keo Station and on the Plant line from White Baker Switching Station to the Ligon Station. Generator is responsible for protecting its facilities from any adverse effects of the transfer trip scheme or operation.

GENERATOR OWNED 138kV LINE TO WHITE BAKER SWITCHING STATION

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

1 – GE L-90 Line Differential Relay (Primary)
1 – SEL 421-1 High Speed Line Protection System (Back-up)

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

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

PLANT STATIONS

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

1 – GE L-90 Line Differential Relay (Primary)
1 – SEL 421-1 High Speed Line Protection System (Back-up)
1 – Breaker Failure Relay

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

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

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

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

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

11. Inputs to Telemetry Equipment:

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

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

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

13. Special Operating Conditions:

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

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

(c) Maximum output of the Plant will not exceed 300 MW without prior approval from TSP.

(d) Generator is responsible for supplying reactive power within the range of .95 lead to .95 lag at the Point of Interconnection as requested by ERCOT. Generator will provide four (4) 11 MVAR switched capacitor banks in addition to operating the generators at 0.98 PF leading to 0.96 PF lagging for reactive power support for Unit 1. The Generator shall define additional requirements for Unit 2 and shall provide such additional requirements to the TSP for review and approval. Such review and approval shall not be unreasonably withheld by the TSP.

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

(f) Generator acknowledges that transmission capacity beyond TSP's point of interconnection with AEP's transmission system will be insufficient to accommodate the full output of the Plant prior to completion of the AEP system enhancements to be completed by AEP pursuant to the AEP Agreement. Accordingly, curtailment of Plant output is expected from time to time with normal system conditions prior to completion of such AEP system enhancements. The Generator acknowledges and agrees that the installation and completion of the AEP system enhancements are the responsibility of AEP, and the TSP has no obligation or liability related to the curtailments or the cost, schedule or completion of the AEP system

enhancements. **The Generator hereby agrees to indemnify, defend and hold the TSP and its Affiliates and its and their respective officers, directors, employees, representatives and agents from and against any and all claims, actions, demands, liabilities, losses, damages, penalties, costs and expenses, including judgments, costs and reasonable attorneys' fees, incurred by or asserted against the TSP or its Affiliates relating to or arising out of claims by the Generator or any of its Affiliates in connection with any curtailment of or reduction in generation of the Plant as a result of limitations beyond the TSP's point of interconnection with AEP's transmission system or as a result of any failure by AEP to install or complete the enhancements to its system.**

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

The Parties acknowledge that the Scheduled Commercial Operation Date for Unit 2, as amended by Amendment No. 2 to ERCOT Standard Generation Interconnection Agreement, dated July 9, 2010, between the Parties, is significantly later than the date specified in the Agreement when originally executed, and that Generator has requested certain changes in equipment and facilities related to Unit 2. Accordingly, the Parties agree that the following remaining provisions of this Amended and Restated Exhibit C (and prior to Exhibit C-12) shall apply only with respect to Unit 2; provided, however, that the application of these provisions only to Unit 2 shall not be construed to impair, change or override any other provisions of the Agreement or any requirements of Applicable Legal and Electrical Requirements, including, without limitation, provisions and requirements relating to changes in any portion of the Plant or GIF or changes in data.

15. Potential Change in Facilities:

The Parties acknowledge and agree that this Agreement is subject to ERCOT Requirements and the PUCT Rules, and that the Generator shall cause the GIF to be designed and constructed in accordance with Applicable Legal and Electrical Requirements in effect at the time of construction. To the extent that Applicable Legal and Electrical Requirements in effect at the relevant time of construction require facilities that are different from those described in Amended and Restated Exhibit C, the facilities as required by Applicable Legal and Electrical Requirements shall take precedence. The Generator agrees that any such change in the facilities may require additional system improvements to both the TSP and AEP transmission systems and may require modification to Amended and Restated Exhibit C, Attachment 1-B and other provisions of this Agreement. The TSP shall determine what, if any, changes and modifications are required. The change in facilities and any other modifications to this Agreement required by the

TSP shall be reflected in a mutually acceptable amendment to this Agreement executed by the Parties.

Furthermore, Generator has requested a change in the following equipment for Unit 2 (the "Requested Equipment Changes"): (a) Generator has requested a change in the wind turbine generators for Unit 2 from fifty (50) Vestas V90 wind turbine generators to sixty (60) Clipper Liberty C96 wind turbine generators; and (b) Generator has requested a change in the dynamic reactive device for Unit 2 from a +/- 10 MVAR, 138 kV dynamic reactive device to a +/- 10 MVAR, 34.5 kV dynamic reactive device. Generator shall allow sufficient time for the TSP and AEP to review and evaluate the Requested Equipment Changes. In addition, in the event that Generator desires to request any additional changes in equipment or design of Unit 2, Generator shall provide reasonable advance written notice to the TSP and AEP of such proposed change to allow sufficient time for the TSP and AEP to review and evaluate the proposed change.

Generator agrees that the Requested Equipment Changes, as well as any other changes in equipment or design of the Plant or any portion thereof hereafter requested by Generator, may require (a) changes in the GIF and TIF, (b) additional system improvements to both the TSP and AEP transmission systems, (c) a change in the In-Service Date, the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date for Unit 2, and (d) modifications to Amended and Restated Exhibit C, Attachment 1-B and other provisions of this Agreement. The TSP shall determine what, if any, changes and modifications are required. The Requested Equipment Changes, and any other change in the equipment or design of the Plant or any portion thereof that the TSP determines requires modifications to the GIF or TIF or any other modifications to this Agreement, shall be subject to the prior written consent of the TSP. The TSP may withhold its consent to the Requested Equipment Changes and any other requested change until (a) a determination has been made by the TSP regarding what, if any, changes in the GIF and TIF and/or additional system improvements to the TSP transmission system are required and (b) any modifications required by the TSP to this Agreement have been mutually agreed to by the Parties and set forth in a mutually acceptable amendment to this Agreement executed by the Parties. Without limiting the foregoing, Generator acknowledges that AEP is currently conducting certain studies in connection with the Requested Equipment Changes, that the TSP may conduct studies in connection with the Requested Equipment Changes, and that the TSP may require changes to the GIF and/or TIF and other modifications to this Agreement as a result of such studies. The terms of Item 16 below shall apply to such studies.

16. Additional Studies:

The Generator acknowledges and agrees that the following shall apply prior to Commercial Operation of Unit 2:

(a) In the event that the TSP determines that additional studies are required to be performed by the TSP with respect to Unit 2 as a result of (i) any change in the GIF or TIF, or any other modification to this Agreement, required with respect to Unit 2 as result of any Applicable Legal and Electrical Requirements, the Requested Equipment Changes or any other change in the equipment or design of the Plant (or any portion thereof) as requested by Generator, or (ii) changes in the ERCOT transmission system or the length of time elapsed since the completion of the previous interconnection studies performed, the TSP shall notify the Generator thereof. The TSP and the Generator shall work cooperatively to determine the scope of the studies. The Generator shall provide the TSP all information as reasonably required by the TSP to perform the studies. The TSP will be relying on, and the Generator agrees that the TSP is entitled to rely on, the accuracy and completeness of all information provided by the Generator, and the TSP shall have no obligation to independently verify the information provided by the Generator. All studies, reports, summaries, plans and other information and documents arising out of the studies shall be the sole property of the TSP and shall constitute the Confidential Information of the TSP subject to the terms of Section 10.21 of this Agreement. THE TSP EXPRESSLY DISCLAIMS, AND THE GENERATOR WAIVES, DISCHARGES AND RELEASES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO ANY STUDIES PERFORMED BY THE TSP HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (I) THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE STUDIES PERFORMED BY THE TSP, OR (II) THE ACCURACY OR ADEQUACY OF ANY OF THE RESULTS OR INFORMATION CONTAINED IN ANY STUDY OR ANALYSIS PERFORMED OR PROVIDED BY THE TSP HEREUNDER.

(b) The Generator shall be responsible, and agrees to compensate the TSP, for any and all costs and expenses of the TSP relating to or arising out of such studies, including, without limitation: (i) salary, wages and benefits for the personnel performing work or services by or on behalf of the TSP, and general and administrative costs and expenses; (ii) fees, costs and expenses of contractors and consultants of the TSP engaged in connection with the work, including, without limitation, costs and expenses incurred in connection with the procurement thereof; (iii) costs and expenses incurred in connection with services, equipment, vehicles, materials, tools, supplies and items procured, furnished or utilized in connection with the work; and (iv) any and all other costs and expenses incurred in connection with the TSP's performance of the studies, including, without limitation, travel expenses, telephone calls, facsimiles, printing, reproduction, postal service, license and permitting fees, and taxes and duties (collectively, the

"Study Costs"). The Generator shall pay the TSP a deposit in an amount equal to the TSP's estimate of its costs and expenses relating to or arising out of the studies. Such deposit shall serve as security for the Generator's obligations to pay the Study Costs. The TSP shall have the right to offset against the deposit for any and all amounts payable by the Generator to the TSP for the Study Costs. The Generator shall remain liable for any amounts owing to the TSP after such offset, which shall be paid by the Generator to the TSP within twenty (20) days after receipt of an invoice therefor. If after completion of the studies, there remains any balance of the deposit after offset by the TSP of the full amount of the Study Costs, the TSP shall pay to the Generator such remaining balance within twenty (20) days after such offset.

(c) In the event any change in the GIF or TIF, or any other modification to this Agreement, is required with respect to Unit 2 as result of any Applicable Legal and Electrical Requirements, the Requested Equipment Changes or any other change in the equipment or design of the Plant (or any portion thereof) as requested by Generator, the results of studies performed by the TSP as described above, or the results of studies performed by AEP (including the results of the studies being conducted by AEP in connection with the Requested Equipment Changes), the TSP shall determine what modifications to this Agreement are required, which may include, without limitation, (i) a change in the facilities constituting the GIF and/or TIF, (ii) a change in the In-Service Date, the Scheduled Trial Operation Date and the Scheduled Commercial Operation Date for Unit 2, (iii) additional security to be provided by the Generator, and/or (iv) a contribution in aid of construction to be paid by the Generator in accordance with PUCT Rules. Any such modifications to this Agreement shall be set forth in a mutually acceptable amendment to this Agreement executed by the Parties.

17. Coordination for Interconnection of Unit 2:

The Parties acknowledge the need to review, discuss, coordinate and consent ("Coordination Activities") on all aspects of Unit 2 installation with respect to interconnection and integration activities. Such Coordination Activities are intended to ensure that the interconnection and integration of Unit 2 is consistent with and adheres to the same criteria and requirements established for Unit 1.

Exhibit C-12
Supplemental Terms and Conditions

Practices for Parallel Generation

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

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

General Operating and Design Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Plant, upon TSP's reasonable determination, causes objectionable, interference with other customer's service or with the secure operation of the TSP System.

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

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

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

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

TSP will use Reasonable Efforts to notify Generator before disconnection, but notification may not be possible in emergency situations that require immediate action.

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

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

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

Generator shall maintain an operating log at the Plant, which at a minimum will indicate changes in operating status (available or unavailable) of the GIF, maintenance outages,

trip indications or other unusual conditions found upon inspection, in each such case to the extent required by ERCOT Requirements. For generators that are "block-loaded" to a specific MW level, changes in this setting shall also be logged. TSP may waive this requirement at its discretion. Reliability information, as required by ERCOT Requirements, will be maintained by Generator.

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

Construction Practices

The following practices are minimum construction standards and as such do not represent a warranty from TSP of the adequacy of Generator's design. Construction practices to be followed by Generator include, but are not limited to the following:

Work Schedule and Material - A proposed project timetable, including construction milestones shall be prepared. The schedule should list types, quantity and delivery schedule of major materials and equipment, required dead-line clearances, temporary construction, etc.

Supervision - Knowledgeable and experienced construction management personnel shall be used for quality workmanship, use of specified materials, and coordination of work between the Parties.

Contractors - Qualification of contractors shall be based on familiarity and experience in working around energized and similar installations and on known reputation for quality workmanship.

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

Upon determination of the Point of Interconnection, the design and construction of new substation facilities on the TSP System necessary to connect the Plant shall be done utilizing current TSP construction, installation, and structural practices for new facilities. For proposed facilities on TSP's side of the Point of Interconnection, TSP will review project plans with Generator before work commences.

Power Consumption through the Point of Interconnection

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

Reimbursement of Costs and Expenses

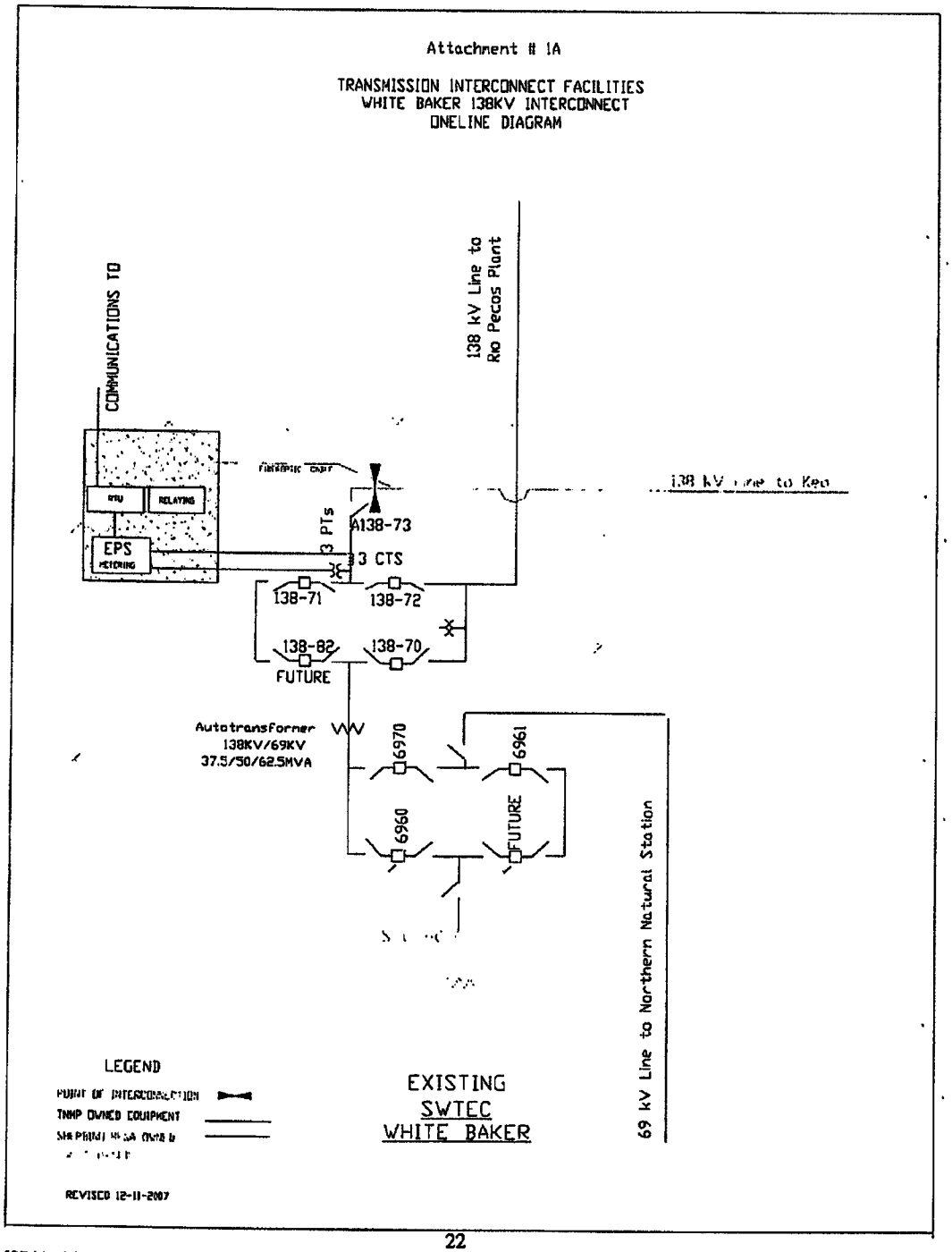
Prior to the development and execution of this Agreement, at the request of Orion, the TSP and Orion entered into a Funding Agreement (the "Funding Agreement"), dated July 19, 2007, that enabled the TSP to initiate the purchase of long lead items for the proposed TIF and to perform other work in connection with the TIF prior to the completion of the facilities studies pursuant to the Interconnection Request and the development and execution of this Agreement. The Generator hereby agrees to pay to the TSP an amount equal to the portion of the TNMP Costs and Expenses (as defined in the Funding Agreement) that the TSP reasonably determines would be excluded from the TSP's transmission cost of service as allowed by the applicable Governmental Authority (the "Excess Cost Reimbursement"). Within one-hundred twenty (120) days after execution of this Agreement, the TSP shall submit an invoice to the Generator setting forth the Excess Cost Reimbursement, which invoice shall include reasonable and appropriate documentation supporting the amounts invoiced. Within ten (10) days after receipt of such invoice, the Generator shall pay to the TSP the amount invoiced. Amounts not paid on or before the due date shall be payable with interest accrued from the due date to the date of payment at the lower of (a) the greater of (i) the rate of one and one-half percent (1.5%) per month or (ii) the prime rate of interest for United States of America financial institutions as reported from time to time by *The Wall Street Journal* (New York Edition), plus three percent (3%), or (b) the maximum rate permitted by Applicable Law.

The Generator acknowledges and agrees that the Interconnection Request is for a 300 MW wind generation project in Pecos County, Texas. As more fully described in Amended and Restated Exhibit C, the Generator has interconnected an aggregate nameplate generating capacity of 150 MW consisting of fifty (50) wind turbine generating units, each with a nameplate generating capacity of 3 MW, during September 2008 to coincide with the TSP system improvements and is expected to interconnect an additional aggregate nameplate generating capacity of 150 MW consisting of sixty (60) wind turbine generating units, each with a nameplate generating capacity of 2.5 MW, during November 2011, at which time the AEP system enhancements shall have been completed. If at any time the PUCT issues an order excluding from TCOS any portion of the TIF costs that the PUCT finds should not be recovered through TCOS for any reason relating to or arising out of Unit 2 not having achieved Commercial Operation, the Generator shall pay to the TSP an amount equal to such portion of the TIF costs that are excluded from TCOS. The TSP shall submit an

invoice to the Generator setting forth the amount payable by the Generator pursuant to this paragraph, which invoice shall include a copy of the relevant PUCT order. Within thirty (30) days after receipt of such invoice, the Generator shall pay to the TSP the amount invoiced. Amounts not paid on or before the due date shall be payable with interest accrued from the due date to the date of payment at the lower of (a) the greater of (i) the rate of one and one-half percent (1.5%) per month or (ii) the prime rate of interest for United States of America financial institutions as reported from time to time by The Wall Street Journal (New York Edition), plus three percent (3%), or (b) the maximum rate permitted by Applicable Law.

Attachment 1-A

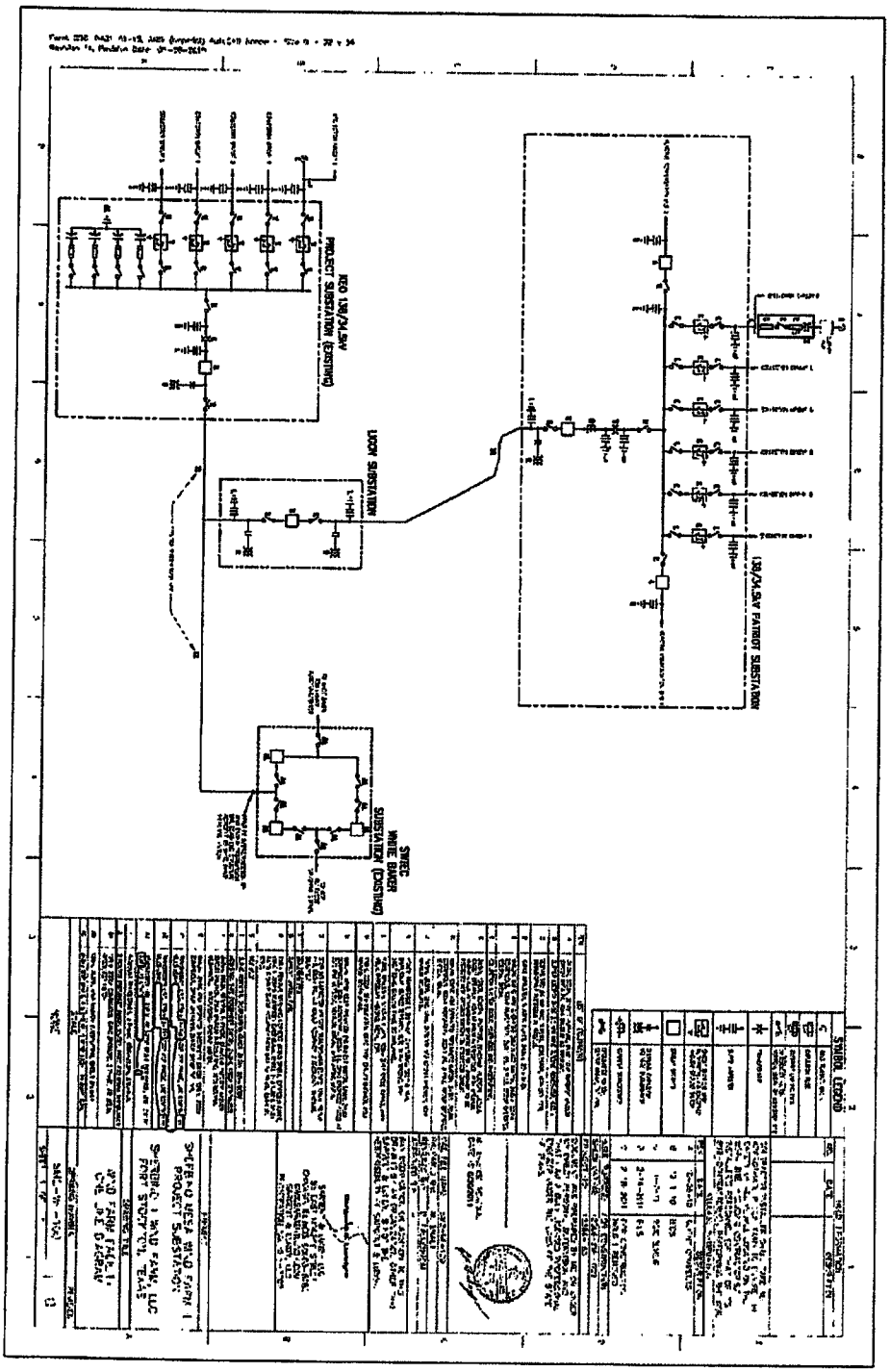
TSP's One Line (inclusive of EPS metering location)



6069744v.14

Attachment 1-B

Generator Plant Switchyard Facilities



Attachment 2

SCADA Table – Information Required by TSP and Generator

A. Parameters provided by TSP to Generator

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

B. Parameters provided by Generator to TSP

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

C. Digital Fault Recorders

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

Attachment 2

Amended and Restated Exhibit D of the Agreement

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

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

If to TSP:

Texas-New Mexico Power Company

Attention: Alton A. Aars
Telephone: 972-420-4189 Extension 4105
Facsimile: 972-420-7390
Address: 577 N. Garden Ridge Blvd.
Lewisville, Texas 75067

If to Generator:

Sherbino I Wind Farm LLC
C/O BP Wind Energy North America Inc.
Attention: James Holly
Telephone: 713-354-2143
Facsimile: 713-354-2120
Address: 700 Louisiana Street, 33rd floor
Houston, Texas 77002

With a copy to:

Sherbino II Wind Farm LLC
C/O BP Wind Energy North America Inc.
Attention: James Holly
Telephone: 713-354-2143
Facsimile: 713-354-2120
Address: 700 Louisiana Street, 33rd floor
Houston, Texas 77002

(b) Notices of an administrative nature:

If to TSP:

Texas-New Mexico Power Company

Attn: Director, TNMP Regional Engineering
Address: 577 N. Garden Ridge Blvd.
Lewisville, Texas 75067
Facsimile: 972-420-4189
Telephone: 972-420-7390
E-mail: alton.aars@tnmp.com

If to Generator:

Sherbino I Wind Farm LLC
C/O BP Wind Energy North America Inc.
Attn: James Holly
Address: 700 Louisiana Street, 33rd floor
Houston, Texas 77002
Facsimile: 713- 354-2120
Telephone: 713-354-214
E-mail: James.Holly2@bp.com

With a copy to:

Sherbino II Wind Farm LLC
C/O BP Wind Energy North America Inc.
Attention: James Holly
Telephone: 713-354-2143
Facsimile: 713-354-2120
Address: 700 Louisiana Street, 33rd floor
Houston, Texas 77002

(c) Notice for statement and billing purposes:

If to TSP:

Texas-New Mexico Power Company

Attn: Director, TNMP Regional Engineering
Address: 577 N. Garden Ridge Blvd.
Lewisville, TX 75067
Telephone: 972-420-4189
E-mail: alton.aars@tnmp.com

If to Generator:

Sherbino I Wind Farm LLC
C/O BP Wind Energy North America Inc.
Attn: James Holly
Address: 700 Louisiana Street, 33rd floor
Houston, Texas 77002
Telephone: 713-354-214
E-mail: James.Holly2@bp.com

With a copy to:

Sherbino II Wind Farm LLC
C/O BP Wind Energy North America Inc.
Attention: James Holly
Telephone: 713-354-2143
Facsimile: 713-354-2120
Address: 700 Louisiana Street, 33rd floor
Houston, Texas 77002

(d) Information concerning Electronic Funds Transfers:

If to TSP[1]:

If to Generator:

SunTrust Bank
Richmond, Virginia
ABA No. 061000104
Account No. 9443001321
Account Name: Corporate Agency Services
Reference: Sherbino I Wind Farm LLC Construction Account - 7924163
Attn: Emily Hare 804-782-5400

(e) All notices, demands and requests required or permitted to be provided pursuant to Exhibit "E" shall be in writing and shall be sent, in accordance with Section 10.4, as follows:

If to TSP:

Texas-New Mexico Power Company

Attention: Elisabeth Eden, MS 1120
Telephone: 505-241-2691
Facsimile: 505-241-2368
Address: 414 Silver SW
Albuquerque, New Mexico 87102

If to Generator:

Sherbino I Wind Farm LLC
C/O BP Wind Energy North America Inc.
Attention: James Holly
Telephone: 713-354-2143
Facsimile: 713-354-2120
Address: 700 Louisiana Street, 33rd floor
Houston, Texas 77002

[1] TNMP has provided Generator with wire instructions by separate instrument.

With a copy to:

Texas-New Mexico Power Company
Attention: Alton A. Aars
Telephone:972-420-4189 Extension 4105
Facsimile: 972-420-7390
Address: 577 N. Garden Ridge Blvd.
Lewisville, Texas 75077

With a copy to:

Sherbino II Wind Farm LLC
C/O BP Wind Energy North America Inc.
Attention: James Holly
Telephone: 713-354-2143
Facsimile: 713-354-2120
Address: 700 Louisiana Street, 33rd floor
Houston, Texas 77002