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INFORMATIONAL FILING OF ERCOT
INTERCONNECTION AGREEMENTS
PURSUANT TO SUBST. R. §25.195(e)

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July 15, 2013

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AMENDMENT THREE TO
ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT

Between

Deer Park Energy Center, LLC,

and

CenterPoint Energy Houston Electric, LLC
for

Deer Park Energy Center
Deer Park, Texas

July 8, 2013

**AMENDMENT THREE TO ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

This Amendment Three ("Amendment Three") to the Deer Park Energy Center Electric Reliability Council of Texas Standard Generation Interconnection Agreement, that was originally entered into between Deer Park Energy Center, L.P. and Reliant Energy HL&P, a division of Reliant Energy, Incorporated, dated August 8, 2001, subsequently amended by Amendment Two to ERCOT Standard Generation Interconnection Agreement between Deer Park Energy Center, LLC, a Delaware limited liability company, as successor in interest to Deer Park Energy Center, L.P. ("Deer Park or Generator"), and CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, as successor in interest to Reliant Energy HL&P ("CenterPoint Energy or TSP"), dated March 14, 2013 ("Amendment Two"), is made between **DEER PARK** and **CENTERPOINT ENERGY** (collectively, "the Parties"), on this 9th day of July, 2013 (as amended, the "SGIA").

Whereas, in Amendment Two to the SGIA the Parties agreed to a scope of work for which Deer Park desires to hire third party contractors ("Contractors") to perform the agreed to changes to the existing Deer Park Plant facilities and interconnect an additional Deer Park generating unit into CenterPoint Energy's gas insulated cable potheads which are adjacent to the 345 kV switchyard and within CenterPoint Energy's CENTER Substation, and subsequent maintenance or modifications as required (collectively the "GT5 Interconnection"), all as more fully described in Amendment Two; and

Whereas, the Parties desire to memorialize their agreement to limit the liability of any Contractors utilized by Deer Park in connection with the GT5 Interconnection; and

Whereas, the Parties desire to also clarify their obligations as to waste disposal in connection with the GT5 Interconnection.

In consideration of the mutual promises and undertakings herein set forth, Deer Park and CenterPoint Energy agree as follows and to amend the SGIA as stated below:

1. Section 10.8 of the SGIA is deleted in its entirety and replaced with the following:

"Except as provided in the next sentence, this Agreement is not intended to and does not create any rights, remedies, or benefits of any character whatsoever in favor of persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns. In connection with the construction, connection, ownership and maintenance of the GT5 Interconnection as more specifically described in Amendment Two to the SGIA, or any subsequent modification as agreed to by the Parties, TSP acknowledges and agrees that to the extent Contractors perform any of Generator's obligations under the SGIA related to the GT5 Interconnection, such Contractors, including but not limited to Zachry Industrial, Inc., shall be third party beneficiaries under the SGIA and TSP agrees not to hold any such Contractors liable for their actions in performing their work to any greater degree than Generator would be liable

under the SGIA were Generator to perform such work itself.

2. Exhibit "C" is amended by adding the following sections:

- a. Paragraph 12(E): **Waste Disposal.** Generator, itself or through contractors, will conduct exploratory activities (including, but not limited to, hydro-excavation), will design, construct, install, own, operate, and maintain certain facilities, and will perform additional hydro-excavation and other work in connection with the GT5 Interconnection. Generator acknowledges that TSP is not the fee owner of the property on which such activities will occur and that TSP is also not the party that will be generating spoil and waste in connection with such activities. Generator agrees that TSP will not be designated as the waste generator for such activities and that Generator is wholly responsible for the disposal of all spoil and waste that is generated as a result of such activities in accordance with all applicable environmental laws and regulations.

3. The SGIA remains in full force and effect except as expressly modified by this Amendment Three.

IN WITNESS WHEREOF, the Parties have executed Amendment Three as of the date of last signature below.

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

one By: John R. Kellum Jr.

Name: John R. Kellum Jr.

Title: V.P. High Voltage Power Delivery

Date: 7/9/2013

DEER PARK ENERGY CENTER, LLC

By: DAVE PLACK SM

Name: DAVE PLACK

Title: RVP CONTRACT

Date: July 9, 2013