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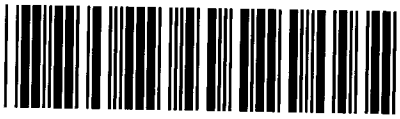

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PROJECT NO. 35077

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

Scott Seamster
Texas-New Mexico Power Company
577 N. Garden Ridge Blvd.
Lewisville, Texas 75067
T: 214/222.4143
F: 214/222.4156
scott.seamster@pnmresources.com

June 9, 2014

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ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Power Depot – Texas Group A, LLC

and

Texas-New Mexico Power Company

for

GCWA_Gen_1

May 21, 2014

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ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Standard Generation Interconnection Agreement is made and entered into this 21st day of May, 2014, between **Texas-New Mexico Power Company** ("Transmission Service Provider") and **Power Depot – Texas Group A, LLC** ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties." In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Generator represents that it will own and operate the Plant. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with the Facilities Study Agreement executed between the Parties on April 9, 2014.

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

This Agreement shall become effective on the date first written above, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A".

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

A. The "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" attached hereto as Exhibit "A";
B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
D. The Time Schedule attached hereto as Exhibit "B";
E. The Interconnection Details attached hereto as Exhibit "C";
F. The notice requirements attached hereto as Exhibit "D";
G. The Security Arrangement Details attached hereto as Exhibit "E";

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Texas-New Mexico Power Company
By: _____
Title: Vice President

Date: 5/29/14

Power Depot – Texas Group A, LLC
By: _____
Title: Thomas McAndrew, as Manager of ERock Power Management, LLC as Manager of Power Depot - Texas Group A, LLC
Date: May 21, 2014

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

ARTICLE 1. DEFINITIONS

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

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

1.2 "Commercial Operation" shall mean the date on which Generator declares that the construction of the Plant has been substantially completed, Trial Operation of the Plant has been completed, and the Plant is ready for dispatch.

1.3 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5(19) or its successor.

1.4 "ERCOT" shall mean the Electric Reliability Council of Texas, Inc.

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

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

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

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

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

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

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

1.12 "ISO" shall mean the ERCOT Independent System Operator.

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

1.14 "Point of Interconnection" shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit "C" of this Agreement.

1.15 "PUCT" shall mean the Public Utility Commission of Texas.

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

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

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

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

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

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

1.22 "Trial Operation" shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.

1.23 "TSP" shall mean the Transmission Service Provider.

1.24 "TSP System" shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by the TSP.

ARTICLE 2. TERMINATION

2.1 Termination Procedures. This Agreement may be terminated as follows:

A. the Generator may terminate this Agreement after giving the TSP thirty (30) days advance written notice; or

B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator's Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date reflected in Exhibit "B"; or

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

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. In the event of termination by either Party, both Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of the Sections 2.2 and 2.3 shall survive termination of the Agreement.

2.3 Disconnection. Upon termination of this Agreement, the Parties will disconnect the GIF from the TIF.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The TSP shall file this executed Agreement with the appropriate Governmental Authority, if required. Any portions of this Agreement asserted by Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as "confidential" under seal stating, for the TSP's showing of good cause, that Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, Generator shall provide the TSP, in writing, with the Generator's basis for asserting that the information referred to in this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

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

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

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

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

specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

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

(ii) The Parties agree that actual damages to the Generator, in the event the TIF are not completed by the In-Service Date, may include Generator's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generator shall be an amount equal to ½ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generator's actual

damages. The Parties agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

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

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

(v) If the In-Service Date has been designated by the Generator upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not

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

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

A. The TSP has completed the Facilities Study pursuant to the Facilities Study Agreement;

B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit "B"; and

C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

B. Necessary real property rights, if any, have been obtained;

C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B"; and

D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. If, at any time, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF.

ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties' interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIF to the TSP System.

5.2 GIF Construction. Generator agrees to cause the GIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. Within one-hundred and twenty (120) days after Commercial Operation, unless the Parties agree on another mutually acceptable deadline, the Generator shall deliver to the TSP the following "as-built" drawings, information and documents for the GIF: a one-line diagram, a site plan showing the Plant and the GIF, plan and elevation drawings showing the layout of the GIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generator's main-power transformers, the facilities connecting the Generator to the main power transformers and the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators.

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

5.4 Equipment Changes. For facilities not described in Exhibit "C," if either Party makes equipment changes to the Plant, the GIF, the TIF or the TSP System which it knows will affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

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

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

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

D. The TSP will notify the Generator at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. The Generator, or its designated representative, shall have the right to be present for these activities and to receive copies of any documents related to the procedures and results.

E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of all metering, telemetry and communications equipment associated with the Point of Interconnection and both Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, the

Control Area(s) in which the Plant and the TSP are located and the Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

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

G. Any changes to the meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other Party must be mutually agreed to by the Parties.

H. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

5.6 System Protection and Other Controls Requirements.

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

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

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. The required test switches will be placed such that

they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generator's units.

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

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Party of any testing of its System Protection Equipment allowing such other Party the opportunity to have representatives present during testing of its System Protection Equipment.

F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

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

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, the ERCOT Requirements, PUCT Rules and all applicable laws and regulations. Subject to any necessary ISO approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair or replacement of its facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger persons or property. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, the Control Area(s) in which the Plant and the TSP are located, and the Generator and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area Notification. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with ERCOT Requirements.

6.3 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and the Generator regarding any facilities located on the other Party's property shall be addressed in a separate, duly executed and recorded easement agreement between the Parties. Prior to Commercial Operation, the Parties will mutually agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

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

conditions specified therein. The Generator will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

6.5 Switching and Clearance.

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

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

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

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

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

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

ARTICLE 7. DATA REQUIREMENTS

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

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

7.3 Initial Data Submission by Generator. The initial data submission by the Generator, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation and shall include a completed copy of the following forms contained in the ISO's Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to the ISO for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with the ISO standard models. If there is no compatible model, the Generator will work with an ISO designated consultant to develop and supply a standard model and associated data.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all "as-built" Plant data or "as-tested" performance data which differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generator shall provide the TSP any

data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than 30 days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by the ISO concerning these facilities.

7.5 Data Exchange. Each Party shall furnish to the other Party real-time and forecasted data as required by ERCOT Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plant or the TSP's System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records.

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility. The Generator will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense. In addition, the Generator may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C," if any, in accordance with PUCT Rules.

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

8.3 Financial Security Arrangements. The TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security

arrangements shall be specified in Exhibit "E." Within five business days after the Plant achieves Commercial Operation with respect to the applicable Phase, the TSP shall return the deposit or security to the Generator relating to such Phase. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Exhibit "B" or if the Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Exhibit "E," any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement and until released by the other Party the following minimum insurance coverages, with insurers authorized to do business in Texas:

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

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Commercial Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess Liability Insurance over and above the Employer's Liability, Commercial General Liability and Commercial Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

E. Each Party shall be responsible for its respective deductibles or retentions.

F. The Commercial General Liability Insurance, Commercial Automobile Liability Insurance and Excess Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or through extended reporting period coverage.

G. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

H. Upon request by the other Party, each Party shall provide a certificate of insurance evidencing the insurance requirements in this Agreement

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

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

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

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

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

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

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to the TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Facilities Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Exhibit "D," any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified on Exhibit "D" attached to this

Agreement. Either Party may change the notice information on Exhibit "D" by giving five business days written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.6 Default

A. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 30 days, the defaulting Party shall commence such cure within 30 days after notice and continuously and diligently complete such cure within 90 days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

B. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

10.7 Intrastate Operation. The operation of the Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to

immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. The Generator will not be prohibited by this Section from interconnecting the Plant with facilities operated by the Commission Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not "public utilities" under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

10.8 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by the Generator shall not constitute a waiver of the Generator's legal rights to obtain an interconnection from the TSP under a new interconnection agreement.

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

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

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

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generator's expense, when reasonably requested to do so by the Generator at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to the TSP's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to the Generator under a proposed loan agreement. The TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by Generator, but the TSP shall not be in Default of any obligation under this Agreement if the TSP is unable to provide an opinion of counsel that will satisfy any potential lender to the Generator. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

10.15 Indemnification and Liability. The indemnification and liability provisions of the PUCT Rule 25.202(b)(2) or its successor shall govern this Agreement.

10.16 Consequential Damages. OTHER THAN THE LIQUIDATED DAMAGES HERETOFORE DESCRIBED, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

10.17 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any

such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

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

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

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

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement

("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to the ISO. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subsection, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

Exhibit "B"
Time Schedule

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

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

Date by which Generator must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: May 21, 2014

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: May 21, 2014

In - Service Date(s): May 27, 2014

[Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.]

Scheduled Trial Operation Date: May 27, 2014

Scheduled Commercial Operation Date: May 30, 2014

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit B.

Exhibit "C"
Interconnection Details

1) Name: GCWA_Gen_1

2) Point of Interconnection Location:

The point of interconnection location is in Texas City, Texas, at the existing point of interconnection between the TNMP owned Intercity Switching Station and the Gulf Coast Water Authority (GCWA) owned Industrial Pumping Station (IPS) Substation. Specifically, at the point where the transmission line from the IPS Substation dead-ends at the Intercity Switching Station.

3) Delivery Voltage: 69 kV

4) Number and Size of Generating Units

Eight (8) units, each with a nameplate generating capacity of 625 kW. Gross plant capability of 5 MW.

5) Type of Generating Unit

All eight units utilize diesel engine prime movers.

6) Metering and Telemetry Equipment:

TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain 69 kV metering accuracy potential and current transformers, metering equipment, and SCADA telemetry equipment located at the TIF. A one-line diagram showing TSP's ERCOT Polled Settlement (EPS) metering location is attached to this Exhibit C as Attachment 1. TSP will poll its EPS meters for SCADA telemetry purposes by means of a digital communications link. The digital communication link may be either radio or fiber optic cable connected to its internal communication network. TSP will install a RTU/HMI to make available to TSP and Generator EPS meter and telemetry values from a RS232 serial port connection using DNP 3.0 protocol. via a radio communications link.

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

7) Generator Interconnection Facilities:

The following is a list of major equipment identified by the Generator for interconnecting the units to the existing IPS Substation 2400 V bus.

See Exhibit F for Generator Interconnection Facilities.

A one-line diagram showing Generator's GIF is attached to this Exhibit C as Attachment 2.

8) Transmission Service Provider Interconnection Facilities:

There are no Transmission Service Provider Interconnection Facilities in addition to the Metering and Telemetry Equipment described above in item 6).

9) Communications Facilities:

TSP may choose to use either digital radio or fiber optic communication facilities at TIF to satisfy ERCOT requirements for real-time monitoring of telemetry values and situational awareness.

If digital radio communications is used, TSP shall install a digital radio in accordance with applicable FCC regulations, associated NEMA 4 rated enclosure and hardware, DC battery backup power supply, 40' class 3 wood pole, RF waveguide, directional antenna mounted on the wood pole and surge protection necessary to protect and operate a digital radio communication link from TSP control center to the substation RTU/HMI telemetry equipment.

If digital fiber optic communications is used, TSP will install approx 150' of underground 2" PVC schedule 40 conduit from an existing OPGW fiber optic splice enclosure located on the existing transmission pole to the west of the substation near FM1764 to the substation. TSP will install fiber optic cable in conduit and associated NEMA 4 rated enclosure, communication and surge protection hardware inside substation necessary to protect and operate a digital fiber optic communication link from TSP control center to the substation RTU/HMI telemetry equipment.

10) System Protection Equipment:

The Plant and 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 the Plant or GIF. 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 and under voltage, loss of field, reverse power, and un-cleared transmission system faults.

The Plant and GIF will 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.

Prior to initial installation and any subsequent Plant or GIF protection system modifications, Generator shall submit system protection design and modifications to TSP for review and approval. TSP review and approval shall be for the limited purpose of determining whether the proposed design and changes are compatible with the TSP transmission system so as not to affect the ERCOT system, and shall not be unreasonably withheld or delayed. The TSP shall witness proper operation of all related Generator and Plant protection and control schemes prior to connection to the ERCOT system. Any TSP noted deficiencies shall be addressed by the Generator or Plant as appropriate and witnessing shall be redone prior to the connection to the ERCOT system.

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 TSP transmission system so as not to affect the ERCOT system. Relaying may require updating from time to time, and the Parties will be responsible to update, at their costs, any relay enhancements consistent with Good Utility Practice.

11) Inputs to Telemetry Equipment:

At a minimum, the TSP will poll the following EPS metering quantities at the TIF via the RTU/HMI;

- Instantaneous MW Total Bi-Directional (Primary and Backup)
- Instantaneous MVAR Total Bi-Directional (Primary and Backup)
- Instantaneous MVA Total (Primary and Backup)
- Instantaneous Power Factor Total (Primary and Backup)
- Instantaneous Voltage (Per phase Primary and Backup)
- Instantaneous Amps (Per phase Primary and Backup)
- Watthours Total Delivered and Received (Primary and Backup)
- Varhours Total Delivered and Received (Primary and Backup)

12) Supplemental Terms and Conditions, if any, attached:

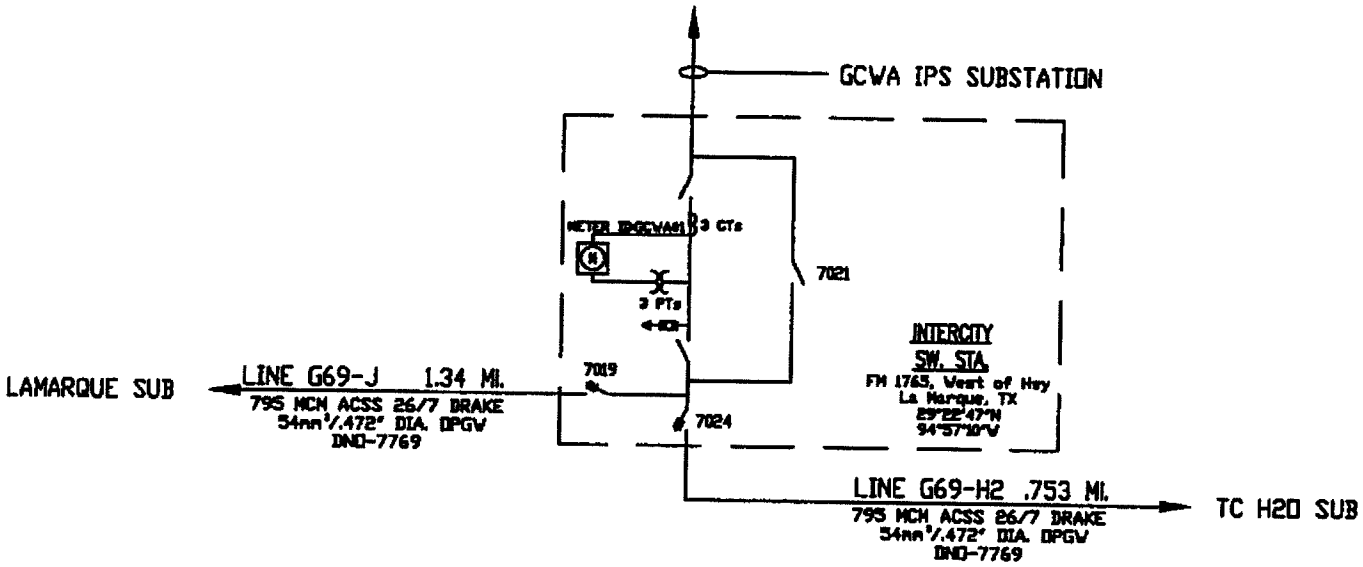
There are no applicable supplemental terms and conditions.

13) Special Operating Conditions, if any, attached:

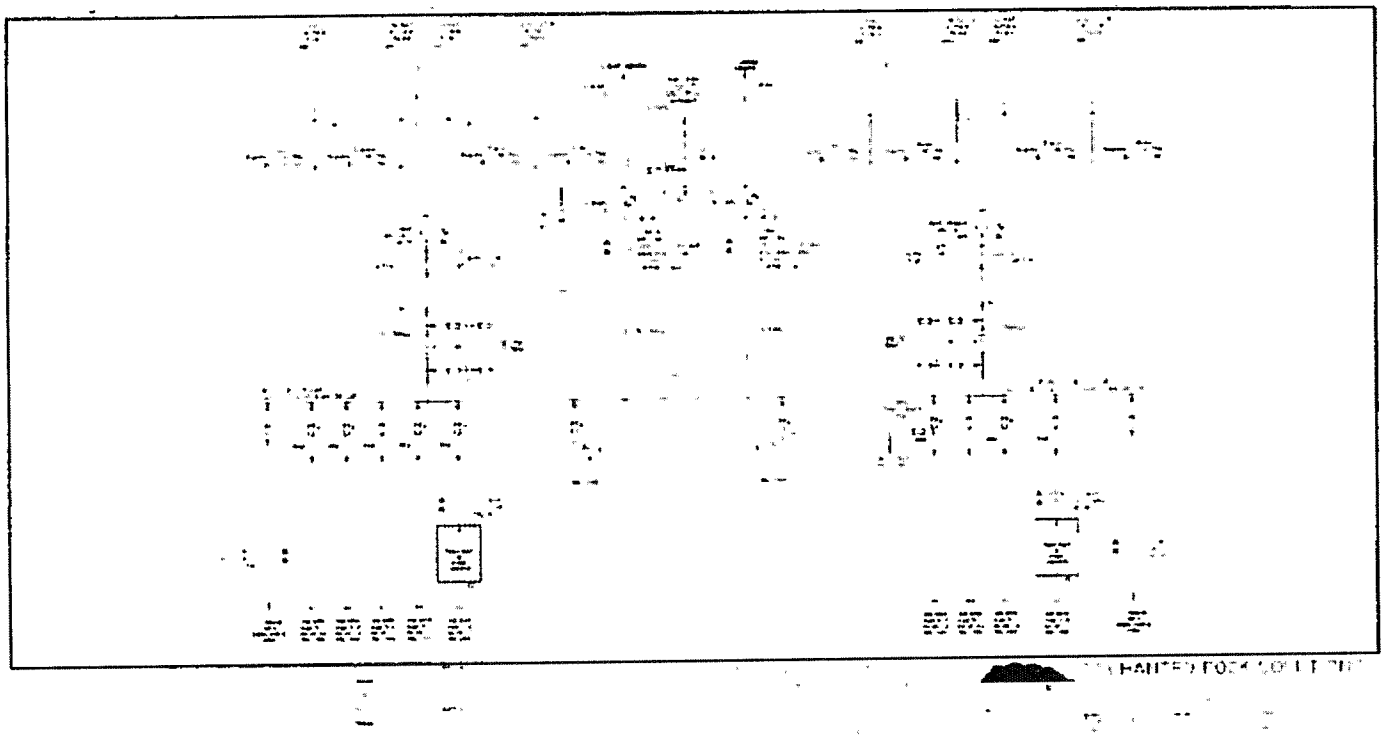
Per the one-line drawing provided in Attachment 1, the TSP will install a bypass circuit around the EPS metering instrument transformers for the purpose of maintaining the instrument transformers without interrupting transmission service to the IPS Substation. The Parties agree to reasonably cooperate and coordinate any scheduling for bypassing the EPS meter point required for maintenance and/or repair of EPS equipment. The Generator shall not operate the Plant during any period of time the EPS metering point will be bypassed.

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

Attachment 1
TSP One-Line Showing EPS Meter Location



Attachment 2
One-Line of GIF



DATE: May 20, 2014

Exhibit "D"

Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:	
If to Texas-New Mexico Power Company Attn: Anthony Hudson 2641 E. Hwy 6 Alvin, TX 77511 24 Hour Telephone (281) 581-4705 Fax (281) 388-0030 E-mail anthony.hudson@tnmp.com	If to Enchanted Rock Ops, LLC Attn: Kevin Presto 1907 Lawrence Rd., Suite 400 Kemah, TX, 77565 24 Hour Telephone (713) 491-4788 Fax (281) 509-9559 E-mail kpresto@erockhold.com
(b) Notices of an administrative nature:	
If to Texas-New Mexico Power Company Attn: Karen Corrigan 2641 E. Hwy 6 Alvin, TX 77511 Phone: (281) 581-4717 Fax: (281) 388-0030 E-mail: karen.corrigan@tnmp.com	If to Enchanted Rock Ops, LLC Attn: Terri Walden 1907 Lawrence Rd., Suite 400 Kemah , TX, 77565 Phone: (713)429-4091 Fax: (281) 509-9559 E-mail: twalden@erockhold.com
(c) Notice for statement and billing purposes:	
If to Texas-New Mexico Power Company Attn: Karen Corrigan 2641 E. Hwy 6 Alvin, TX 77511 Phone: (281) 581-4717 Fax: (281) 388-0030 E-mail: karen.corrigan@tnmp.com	If to Enchanted Rock Ops, LLC Attn: Terri Walden 1907 Lawrence Rd., Suite 400 Kemah , TX, 77565 Phone: (713)429-4091 Fax: (281) 509-9559 E-mail: twalden@erockhold.com
(d) Information concerning electronic funds transfers:	
If to Texas-New Mexico Power Company Wells Fargo Bank Albuquerque, NM ABA No. 121000248 for credit to: TNMP Depository Account No. 412-148-8159 *Please include details of payment purpose in addenda*	If to Enchanted Rock Ops, LLC Texas Gulf Bank, NA Houston, TX ABA No. 113115484 for credit to: Enchanted Rock Ops, LLC Account No. 7000704080

Exhibit "E"
Security Arrangement Details

None Required.

Pub. No. TR 1
Pg. 1

TR 1-7.02 TRANSFORMER TEST REPORT

Manufacturer: R.E. Uptegraff Mfg. Co. | Spec.: 10340 | Order Number: G-2632
Purchased by: Crawford Electric Supply | Customer Order No: S001852043
Cooling Class: KNAN /KNAN/KN | Phase: 3 | Hertz: 60 | Insulating Fluid: FR3

Winding #1 =	69000 Delta 2500 /2800/3125/3500	Volts kVA	
Taps	72450	70725	69000	67275	65550	Volts
Taps LV						

Winding #2 =	2400 Delta 2500 /2800/3125/3500	Volts kVA
Winding #3 =		Volts kVA

RESISTANCE, EXCITING CURRENT, LOSSES AND IMPEDANCE-Based on normal rating unless otherwise stated. Losses and regulation are based on wattmeter measurements. For three-phase transformers the resistances given are the sum of the three phases in series.

Serial No.	Resistance in Ohms at 75 °C of 1	of 2	of 3	% Exciting Current at 100% Voltage	Core Watts at Vr and 20 °C	Watts Loss and Impedance at 69 kV to 2.4 kV 2500 kVA Coil	%IZ	kV to kV kVA Coil	%IZ	75 °C %I, at 110% V,	Core Watts at 110% V,
4A13	33.18	0.0298		0.48	6398	9872	5.80			0.72	9232
						Total					
Average						16370					
Guarantee											

TEMPERATURE RISES are calculated, using data corrected to the instant of shutdown.

Voltage Regulation a	2500	kVA
at 75 °C	when PF =	100%	80%
	%VR (avg.) =	0.57	3.89

Cool Mode	Losses Dissipated	Temp. Rise Guar. °C	Energized Wdg. Tap kV	Amps	Shorted Wdg. Tap kV	Amps	Fluid Temp. Rise °C-Top Oil Above Ambient	Winding Temperature Rise °C by Resistance Above Ambient of 1	of 2	of 3		
KNAN	16448	55	65.55	22.0	2.400	601.4	42.0	43.2	42.5			

DIELECTRIC TESTS - If Impulse Tests are required, see separate Transformer Impulse Test Report.

APPLIED POTENTIAL TESTS Voltage applied between each winding and all other windings connected to core and ground.	Voltage Rating of Winding Tested	Test Voltage Applied (KV)	Duration of Test in Seconds
	69000	140	60
	2400	19	60

INDUCED POTENTIAL TESTS: 2 times rated voltage across full winding at 180 hertz for 7200 cycles

Phase relation / Polarity:												
	Dd 0 (0)	X	Dy 5 (150)		Dd 10 (300)		Yd 5 (150)	
	Dy 1 (30)		Dd 6 (180)		Dy 11 (330)		Yy 6 (180)	
Additive polarity	Dd 2 (60)		Dy 7 (210)		Yy 0 (0)		Yd 7 (210)	
Sub. polarity	Dd 4 (120)		Dd 8 (240)		Yd 1 (30)		Yd 11 (330)	
	Other (specify):							

D - 877 Test on Oil: kV

SOUND LEVEL TEST: 57.2 dB

Serial No.	Insulation Resistance - Megger (Megohms) Core - Gnd.	LV - Gnd.	HV-Gnd.	HV-LV&Gnd.	% Power Factor (Doble) CH	CL	CHL		Capacitance (pF) CH	CL
4A13	1800	1100	2500	1000	0.47	0.49	0.36		2326	3124

I hereby certify this is a true report based on factory tests made in accordance with the Transformer Test Code C57.12.90 current edition of the American National Standards Institute, and that each Transformer withstood the above insulation tests.

Date: 7/26/2013 Approved by:

TR 1-7.02 TRANSFORMER TEST REPORT

Manufacturer: R.E. Uptegraff Mfg. Co. | Spec.: 10340 | Order Number: G-2632
Purchased by: Crawford Electric Supply | Customer Order No: S001852043
Cooling Class: KNAN | Phase: 3 | Hertz: 60 | Insulating Fluid: FR3

Winding			Volts
#1	=	2500 /2800/3125/3500	kVA

Taps	72450	70725	69000	67275	65550	Volts

Winding			Volts
#2	=	2500 /2800/3125/3500	kVA
Winding			Volts
#3	=		kVA

ADDITIONAL TEST DATA

TTR

Tap changer pos.	Phase	Primary : Secondary	Calc. Ratio	Tested Ratio 4A13
A	A	H1-H2: X1-X2	30.1875	30.1980
	B	H2-H3: X2-X3	30.1875	30.2000
	C	H3-H1: X3-X1	30.1875	30.1920
B	A	H1-H2: X1-X2	29.4688	29.4840
	B	H2-H3: X2-X3	29.4688	29.4820
	C	H3-H1: X3-X1	29.4688	29.4760
C	A	H1-H2: X1-X2	28.7500	28.7780
	B	H2-H3: X2-X3	28.7500	28.7780
	C	H3-H1: X3-X1	28.7500	28.7730
D	A	H1-H2: X1-X2	28.0313	28.0570
	B	H2-H3: X2-X3	28.0313	28.0580
	C	H3-H1: X3-X1	28.0313	28.0530
E	A	H1-H2: X1-X2	27.3125	27.3380
	B	H2-H3: X2-X3	27.3125	27.3400
	C	H3-H1: X3-X1	27.3125	27.3360

I hereby certify this is a true report based on factory tests made in accordance with the Transformer Test Code C57.12.90 current edition of the American National Standards Institute, and that each Transformer withstood the above insulation tests.

Date: 7/26/2013 Approved by:

IMPULSE TEST REPORT

Manufacturer R.E. Uptegraff Mfg. Co. **Spec.** 10340 **Order Number** G-2832
Purchased by Crawford Electric Supply Company **Order Number** S001852043
Cooling Class KNAN **Phase** 3 **Hertz** 60 **Insulating Fluid** FR3
Serial No. 4A13 **Test No.** 10340

H.V.	69000 DELTA	L.V.	2400	T.V.	
H.V. KV B.I.L.	350	L.V. KV B.I.L.		T.V. KV B.I.L.	
H.V. CW KV CREST		L.V. CW KV CREST		T.V. CW KV CREST	
H.V. MIN. CHOP TIME μS		L.V. MIN.CHOP TIME μS		T.V. MIN.CHOP TIME μS	
H.V. RFW CREST TIME μS	1.3	L.V. RFW CREST TIME μS		T.V. RFW CREST TIME μS	

TERM TESTED	WAVE TYPE	CREST KV	½ CREST TIME(μs)	TIME TO CHOP(μs)
H1	RFW	197.8	36.6	--
H1	FW1	348.6	32.1	--
H1	FW2	350.0	35.9	--
H2	RFW	188.0	42.6	--
H2	FW1	357.0	39.4	--
H2	FW2	353.0	43.2	--
H3	RFW	190.0	43.6	--
H3	FW1	340.0	39.7	--
H3	FW2	343.0	39.3	--

Each voltage wave will have an accompanying current wave.

RFW = REDUCED FULL WAVE
RGC = REDUCED GROUND CURRENT
CW = CHOP WAVE
FW = FULL WAVE
GC = GROUND CURRENT

I HEREBY CERTIFY THAT THIS IS A TRUE REPORT BASED ON FACTORY TESTS PERFORMED IN ACCORDANCE WITH AMERICAN STANDARD TEST CODE FOR DISTRIBUTION, POWER & REGULATING TRANSFORMERS C57.12.

Date 7/29/2013

R. E. UPTEGRAFF MFG. COMPANY
P.O. Box 182
Scottdale, PA 15683

Customer:	Crawford Electric		KVA (base):	2500
Cust. P.O.:	S001852043	Voltage:	HV:	69000
			LV:	2400
Order No.:	G-2632R1		Spec. :	10340
S/N:	4A13			

R.I.V. TEST REPORT

TIME	% RATED VOLTAGE	H1 µv (rise)	H2 µv (rise)	H3 µv (rise)
AMB. µv	0	1.6	1.6	2.8
0 (min.)	150	44.2	56.9	47.4
5 (min.)	150	41.1	50.6	44.2
10 (min.)	150	39.1	50.6	44.2
15 (min.)	150	39.1	47.4	39.1
20 (min.)	150	39.1	44.2	39.1
25 (min.)	150	39.1	44.2	39.1
30 (min.)	150	39.1	44.2	39.1
35 (min.)	150	39.1	44.2	39.1
40 (min.)	150	31.6	41.1	31.6
45 (min.)	150	31.6	41.1	31.6
50 (min.)	150	31.6	37.9	31.6
55 (min.)	150	31.6	37.9	28.4
60 (min.)	150	31.6	37.9	28.4

7/26/2013 Approved by:

Cargill

CERTIFICATE OF ANALYSIS

FR3 TM
REVOLUTIONARY. RELIABLE. RESPONSIBLE.

From CHICAGO WAREHOUSE
12201 SOUTH TORRENCE AVE
CHICAGO, IL 60617
IOLCustomerService@Cargill.com

ShipTo R E UPTEGRAFF MANUFACTURING CO
120 UPTEGRAFF DR
SCOTTDALE, PA 15683

Product Description: ENVIROTEMP FR3 FLUID TOTE 330 GALLON

Lot Number 13E20 Load Number: 43661 Customer PO No: 8378

Test Description	Results	ASTM D6871
Dissipation Factor, 100 °C [%]	2.3	≤ 4.0
Dissipation Factor, 25 °C [%]	0.06	≤ 0.20
Water Content [mg/kg (ppm)]	32	≤ 200
Acid Number [mg KOH/g]	0.05	≤ 0.06
Viscosity, 100 °C [mm^2/s]	8	≤ 15
Viscosity, 40 °C [$m.n^2/s$]	32	≤ 50
Appearance	Bright and Clear	Bright and Clear
PCB Content [mg/kg (ppm)]	Not Detectable	Not Detectable
Color [ASTM units]	L0.5	≤ 1.0
Corrosive Sulfur	Not Corrosive	Not Corrosive
Dielectric Breakdown, 2 mm gap [kV]	66	≥ 35
Fire Point [°C]	360	≥ 300
Flash Point [°C]	348	≥ 275
Pour Point [°C]	-18	≤ -10

FM APPROVED

Signed By:

Page 1 of 1

Envirotemp™ FR3™ Fluid

CLASSIFIED UL

AS TO FIRE HAZARD ONLY
Envirotemp® FR3, Classed 4 to 5 less hazardous than paraffin oil in respect to fire hazard.

AS TO SECTION 450-23 OF THE NATIONAL ELECTRICAL CODE®
Also Classified as a "less–flammable liquid" in compliance with the National Electric Code®, when used in 3 phase transformers, 45 through 10,000 kVA with the following three "use restrictions":

A. For use only in 3–phase transformers having tanks capable of withstanding an internal pressure of 12 psig without rupture, and

B Required use of pressure relief devices on transformer tank in accordance, with the following tabulation to limit internal pressure buildup and prevent tank rupture due to gas generation under low current arcing faults, and

C1 Required use of current limiting fusing in the transformer primary having I^2t characteristics not exceeding the values in the following tabulation. Under–fluid expulsion fuses may be used in series with the current–limiting fuses, in accordance with the manufacturer's protection scheme

OR

C2. Required use of overcurrent protection in the transformer primary having I^2t characteristics not exceeding the values in the following tabulation. If the fuse is designed to vent during operation (such as an expulsion fuse), it shall be located external to the transformer tank.

TRANSFORMER	REQUIRED PROTECTION		REQUIRED PRC
3 - Phase Transformer Rating, kVA	Required Current Limiting Fusing (+) Maximum I^2t (A^2s) OR	Required Overcurrent Protection (+) Maximum I^2t (A^2s)	Minimum Required Pressure Relief Capacity, (++) SCFM at 15 psi
45	500,000	700,000	35
75	500,000	800,000	35
112.5	550,000	900,000	35
150	600,000	1,000,000	50
225	650,000	1,200,000	100
300	750,000	1,400,000	100
500	900,000	1,900,000	350
750	1,100,000	2,200,000	350
1,000	1,250,000	3,400,000	350
1,500	1,500,000	4,500,000	700
2,000	1,750,000	6,000,000	700
2,500	2,000,000	7,500,000	5,000
3,000	2,250,000	9,000,000	5,000
3,750	2,500,000	11,000,000	5,000
5,000	3,000,000	14,000,000	5,000
7,500	3,000,000	14,000,000	5,000
10,000	3,000,000	14,000,000	5,000

(+) – This is an additional requirement to the overcurrent protection required in accordance with Section 450-23 of the current date of the National Electrical Code®

(++) – Opening pressure, 10 psig maximum

Cargill 35H0

Cargill, Inc
Hopkins MN 55343 U S A

Pub. No. TR 1
Pg. 1

TR 1-7.02 TRANSFORMER TEST REPORT

Manufacturer: R.E. Uptegraff Mfg. Co. | Spec. 10340 | Order Number G-2632
Purchased by: Crawford Electric Supply | Customer Order No: S001852043
Cooling Class: KNAN /KNAN/KN | Phase 3 | Hertz 60 | Insulating Fluid FR3

Winding #1 =	69000 Delta	Volts
	2500 /2800/3125/3500	kVA
Taps	72450 70725 69000 67275 65550	Volts
Taps LV		

Winding #2 =	2400 Delta	Volts
	2500 /2800/3125/3500	kVA
Winding #3 =		Volts
		kVA

RESISTANCE, EXCITING CURRENT, LOSSES AND IMPEDANCE-Based on normal rating unless otherwise stated. Losses and regulation are based on wattmeter measurements. For three-phase transformers the resistances given are the sum of the three phases in series.

Serial No.	Resistance in Ohms at 75 °C of 1	of 2	of 3	% Exciting Current at 100% Voltage	Core Watts at Vr and 20 °C	Watts Loss and Impedance at 75 °C: 69 kV to 2.4 kV 2500 kVA Coil	%IZ	kV to kV kVA Coil	%IZ	%I$_o$ at 110% V$_r$	Core Watts at 110% V$_r$
5A13	33.39	0.0300		0.56	7087	10051	5.81			0.85	9835
						Total					
Average						17138					
Guarantee											

TEMPERATURE RISES are calculated, using data corrected to the instant of shutdown.

Voltage Regulation a	2500	kVA
at	when PF =	100%	88%
75 °C	%VR (avg.) =	0.57	3.90

Cool Mode	Losses Dissipated	Temp. Rise Guar. °C	Energized Wdg. Tap kV	Amps	Shorted Wdg. Tap kV	Amps	Fluid Temp. Rise °C-Top Oil Above Ambient	Winding Temperature Rise °C by Resistance Above Ambient of 1	of 2	of 3		
KNAN	16448	55	65.55	22.0	2.400	601.4	42.0	43.2	42.5			

DIELECTRIC TESTS - If Impulse Tests are required, see separate Transformer Impulse Test Report.

APPLIED POTENTIAL TESTS Voltage applied between each winding and all other windings connected to core and ground	Voltage Rating of Winding Tested	Test Voltage Applied (KV)	Duration of Test in Seconds
	69000	140	60
	2400	19	60

INDUCED POTENTIAL TESTS: 2 times rated voltage across full winding at 180 hertz for 7200 cycles

Phase relation / Polarity:												
		Dd 0 (0)	X	Dy 5 (150)		Dd 10 (300)		Yd 5 (150)	
		Dy 1 (30)		Dd 6 (180)		Dy 11 (330)		Yy 6 (180)	
Additive polarity		Dd 2 (60)		Dy 7 (210)		Yy 0 (0)		Yd 7 (210)	
Sub. polarity		Dd 4 (120)		Dd 8 (240)		Yd 1 (30)		Yd 11 (330)	
		Other (specify):							

D - 877 Test on Oil: kV

SOUND LEVEL TEST: 59.4 dB

Serial No.	Insulation Resistance - Megger (Megohms) Core - Gnd.	LV - Gnd.	HV-Gnd.	HV-LV&Gnd.	% Power Factor (Doble) CH	CL	CHL		Capacitance (pF) CH	CL
5A13	Infinity	100000	Infinity	100000	0.47	0.40	0.44		2290	3069

I hereby certify this is a true report based on factory tests made in accordance with the Transformer Test Code C57.12.00 current edition of the American National Standards Institute, and that each Transformer withstood the above insulation tests.

Date 9/23/2013 Approved by:

TR 1-7.02 TRANSFORMER TEST REPORT

Manufacturer: R.E. Uptegraff Mfg. Co. | Spec. 10340 | Order Number G-2632
Purchased by: Crawford Electric Supply | Customer Order No: S001852043
Cooling Class: KNAN | Phase 3 | Hertz 60 | Insulating Fluid FR3

Winding			Volts
#1	=	2500 /2800/3125/3500	kVA

Winding			Volts
#2	=	2500 /2800/3125/3500	kVA
#3	=		kVA

Taps: 72450 | 70725 | 69000 | 67275 | 65550 Volts

ADDITIONAL TEST DATA

TTR

Tap changer pos.	Phase	Primary : Secondary	Calc. Ratio	Tested Ratio 5A13
A	A	H1-H2: X1-X2	30.1875	30.2080
	B	H2-H3: X2-X3	30.1875	30.2080
	C	H3-H1: X3-X1	30.1875	30.2010
B	A	H1-H2: X1-X2	29.4688	29.4750
	B	H2-H3: X2-X3	29.4688	29.4860
	C	H3-H1: X3-X1	29.4688	29.4840
C	A	H1-H2: X1-X2	28.7500	28.7750
	B	H2-H3: X2-X3	28.7500	28.7850
	C	H3-H1: X3-X1	28.7500	28.7830
D	A	H1-H2: X1-X2	28.0313	28.0600
	B	H2-H3: X2-X3	28.0313	28.0610
	C	H3-H1: X3-X1	28.0313	28.0560
E	A	H1-H2: X1-X2	27.3125	27.3430
	B	H2-H3: X2-X3	27.3125	27.3460
	C	H3-H1: X3-X1	27.3125	27.3510

I hereby certify this is a true report based on factory tests made in accordance with the Transformer Test Code C57.12.90 current edition of the American National Standards Institute, and that each Transformer withstood the above insulation tests.

Date 9/23/2013 Approved by: