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**FIRST AMENDMENT TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
BETWEEN POWER DEPOT – TEXAS GROUP A, LLC AND
TEXAS-NEW MEXICO POWER COMPANY for GCWA GEN I**

This First Amendment ("First Amendment") to the ERCOT Standard Generation Interconnection Agreement Between *Power Depot – Texas Group A, LLC* and *Texas-New Mexico Power Company* for GCWA GEN I, dated May 21, 2014, by and between Texas-New Mexico Power Company ("TNMP" or "Transmission Service Provider") and Power Depot – Texas Group A, LLC ("Power Depot" or "Generator"), a Texas limited liability company ("Agreement"), is made and effective as of July 25, 2014 between Power Depot and TNMP, individually referred to hereinafter as a Party and collectively as Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

WITNESSETH:

WHEREAS, TNMP and Power Depot have a Standard Generation Interconnection Agreement, executed as of May 21, 2014, in place;

WHEREAS, following execution of the Agreement, ERCOT provided certain guidance for how this particular generation facility would be integrated into the ERCOT electric grid; and

WHEREAS, TNMP and Power Depot desire to replace the original Exhibit B in the existing Agreement with a revised Exhibit B to reflect revised deadlines.

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

1. Power Depot agrees not to export power to the ERCOT grid until witness testing is complete to the satisfaction of TNMP.

Exhibit "B"
Time Schedule

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

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) 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: **9/30/2014**

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: **9/30/2014**

In - Service Date(s): **9/30/2014**

[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 Commercial Operation Date: **9/30/2014**

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.