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PUC Project No. 35077

INTERCONNECTION ASSIGNMENT AGREEMENT
(Indian Mesa Power Partners II LP)

Between

LCRA Transmission Services Corporation

and

AEP Texas North Company

Dated
June 27, 2016

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement"), dated JUNE 27, 2016 ("Effective Date"), is entered into by and among AEP Texas North Company, a Texas corporation ("Assignor"), LCRA Transmission Services Corporation, a non-profit company of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas ("Assignee"), and Desert Sky Wind Farm LP, a Delaware limited partnership ("Generator").

WHEREAS, West Texas Utilities Company ("WTU") (now known as AEP Texas North Company) and Indian Mesa Power Partners II LP ("IM II"), collectively referred to as the original parties, entered into that certain Interconnection Agreement dated the 19th day of March, 2001 for the interconnection of IM II's 135 MW wind-powered electric generator interconnection facilities to the transmission facilities of WTU located in Crockett County ("Interconnection Agreement");

WHEREAS, Subsequent to the Interconnection Agreement, IM II changed its name to Desert Sky Wind Farm LP as reflected in PUCT Docket No. 24180;

WHEREAS, effective as of August 16, 2013, Assignor sold and assigned all of its rights and obligations to Assignee certain transmission facilities which included the transmission facilities directly connecting to Generator's interconnection facilities under the Interconnection Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to Assignor's rights under Section 10.17 of the Interconnection Agreement, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Interconnection Agreement. Assignee hereby accepts the foregoing assignment subject to the terms, provisions and conditions of the Interconnection Agreement and hereby agrees to be bound by all the terms, provisions and conditions of the Interconnection Agreement.

2. By execution of this Agreement, Assignee hereby assumes and agrees to discharge, and releases Assignor from, all obligations and liabilities with respect to the Interconnection Agreement whether arising before or after the Effective Date.

3. Assignee hereby acknowledges that as of the Effective Date, Assignor shall be completely relieved of all obligations under the Interconnection Agreement.

4. Assignor hereby represents and warrants to Assignee that to Assignor's knowledge, no Default (as defined in the Interconnection Agreement), and no event that with notice or lapse of time would constitute a Default, has occurred under the Interconnection Agreement.

5. Generator, party to the Interconnection Agreement, hereby consents to this assignment of this Interconnection Agreement to Assignee. By execution of this Agreement, Generator hereby agrees to discharge, and releases Assignor from, all obligations and liabilities with respect to the Interconnection Agreement whether arising before or after the Effective Date. Generator recognizes Assignee as Assignor's successor-in-interest in and to the Interconnection Agreement.

6. From and after the Effective Date, the addresses for notices to Assignee under the Interconnection Agreement shall be as set forth in the Amended Exhibit 'D' attached hereto (subject to the right of Generator and Assignee to change such addresses in accordance with the terms of the Interconnection Agreement). Except for the foregoing, all provisions, terms, and conditions of the Interconnection Agreement remain in full force and effect.

7. This Agreement shall be governed by the laws of the State of Texas, without giving effect to its principles regarding conflicts of laws.

8. Each of the parties hereby represents and warrants that this Agreement has been duly authorized, executed and delivered and that this Agreement constitutes the valid, legal and binding agreement of each of the Assignor and the Assignee. Each of the individuals signing on behalf of the Assignor and the Assignee is duly authorized to sign this Agreement on behalf of the Assignor and Assignee, respectively, and to bind his or her respective party to the terms of this Agreement.

9. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto.

10. This Agreement may be executed in three counterparts, each of which shall be deemed an original, but each of which shall together constitute one and the same agreement.

[Signature page to follow]

IN WITNESS WHEREOF. the parties have entered into this Agreement to be effective on the date first above written.

Accepted and Agreed:
Assignor: AEP Texas North Company

By: _____ Date: 05/27/16

Name: Wade Smith
Title: Vice President

Accepted and Agreed:
Assignee: LCRA Transmission Services Corporation

By: _____ Date: APRIL 27, 2017

Name: Sergio Garza, P.E.
Title: LCRA VP Transmission Design & Protection

Accepted and Agreed:

Desert Sky Wind Farm LP
By AEP Desert Sky GP. LLC, its general partner

By: _____ Date: 5-10-16

Name: Greg B. Hall
Title: President

Amended Exhibit "D"
Notice and EFT Information of the 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 Generator:	If to Transmission Service Provider:
Company Name:	AEP Desert Sky Wind Farm	LCRA Transmission Services Corporation
Attn:	Jay Oliver Operations Manager	Transmission Operations Manager
Address:	8135 E. Hwy 190	P.O. Box 220
City, State, Zip:	Iraan, TX 79744	Austin, TX 78767
Operational/Confirmation Fax:	432-652-8632	512-385-2146
24 Hour Phone:	432-302-1744	1-800-223-7622
E-mail:	jgoliver@aepes.com	bill.hatfield@lcra.org

(b) Notices of an administrative nature:

	If to Generator:	If to Transmission Service Provider:
Company Name:	AEP Desert Sky Wind Farm	LCRA Transmission Services Corporation
Attn:	Don Hubschman	VP Transmission Design & Protection
Address:	155 West Nationwide Blvd, Suite 500	P.O. Box 220
City, State, Zip:	Columbus, Ohio 43215	Austin, TX 78767
Fax:	614-583-1620	512-578-4413
Phone:	614-583-7019	512-578-4149
E-mail:	dmhubschman@aepes.com	sergio.garza@lcra.org
Copy:		
Company Name:	AEP Desert Sky Wind Farm	
Attn:	Jay Oliver Operations Manager	
Address:	8135 E. Hwy 190	
City, State, Zip:	Iraan, TX 79744	
Fax:	432-652-8632	
Phone:	432-302-1744	
E-mail:	jgoliver@aepes.com	

(c) Notice for statement and billing purposes:

	If to Generator:	If to Transmission Service Provider:
Company Name:	AEP Desert Sky Wind Farm	LCRA Transmission Services Corporation
Attn:	Jennifer Crothers	VP Transmission Design & Protection
Address:	155 West Nationwide Blvd, Suite 500	P.O. Box 220
City, State, Zip:	Columbus, Ohio 43215	Austin, TX 78767
Fax:		512-578-4413
Phone:	614-583-6096	512-578-4149
E-mail:	jjcrothers@aep.com	sergio.garza@lcra.org

(d) Information concerning Electronic Funds Transfers:

	If to Generator:	If to Transmission Service Provider:
Bank Name:	Sun Trust Bank – Corporate Trust Division	
Address:	919 East Main Street HDQ 5310	
City, State:	Richmond, VA 23219	
ABA No.	061000104	
Attention:	Emily J Hare Desert Sky Wind Generation	
Reference:	Operating Account 7041221	
for credit to Account No.	9443001321	

Interconnection Agreement

Between

West Texas Utilities Company

And

Indian Mesa Power Partners II LP

INTERCONNECTION AGREEMENT
Between
WEST TEXAS UTILITIES COMPANY
And
INDIAN MESA POWER PARTNERS II LP

This Interconnection Agreement is made and entered into this 19th day of March, 2001 between West Texas Utilities Company ("Transmission Service Provider") and Indian Mesa Power Partners II LP (referred to hereinafter as '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 in a letter agreement dated April 6, 2000.

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

This Agreement shall become effective on March 19, 2001, 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 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' and
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.

INDIAN MESA POWER PARTNERS II LP

By: Enron Wind Indian Mesa II LLC, Its General Partner

By: Robert H. Gates

Title: Senior VP

Date: 3/19/01

WEST TEXAS UTILITIES COMPANY

By: Richard P. Verret

Title: Senior VP, Transmission

Date: 3/27/01

EXHIBIT "A"

TERMS AND CONDITIONS OF THE INTERCONNECTION AGREEMENT

ARTICLE 1. DEFINITIONS

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

1.1 'Affiliate' shall mean any person or entity that controls, is controlled by or is under control with the Party in question. For purposes of this definition, control shall mean direct or indirect ownership or control of a majority of the voting interests of an entity.

1.2 'Agreement' shall mean this Agreement, all Exhibits or Appendices attached, and all amendments thereto.

1.3 'Applicable Laws and Regulations' shall mean all applicable federal, state, and local laws, ordinances, rules and regulations, and all duly promulgated orders and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties and/or their respective facilities. Notwithstanding the foregoing, each Party shall have the right at its sole expense to contest the application of any Applicable Laws and Regulations to such Party before the appropriate authorities.

1.4 'CCN' shall mean a Certificate of Convenience and Necessity issued by the PUCT.

1.5 'Commercial Operation' shall mean the date on which Generator declares that the construction of the last turbine-generator of the Plant has been substantially completed, Trial Operation of the first turbine-generator of the Plant has been completed, and the first turbine-generator of the Plant is ready for dispatch.

1.6 'Control Area' shall have the meaning ascribed thereto in PUCT Rule 25.5(8) or its successor.

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

1.8 '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 Generator, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of TSP.

1.9 'Facilities Study' shall have the meaning as described in PUCT Rule 25.198(g) or its successor.

1.10 'Facilities Study Agreement' shall mean the agreement executed by the Parties relating to the performance of the Facilities Study.

1.11 'FERC' shall mean the Federal Energy Regulatory Commission, or any successor thereto.

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

1.13 'Good Utility Practice' shall have the meaning described in PUCT Rule 25.5(31) or its successor.

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

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

1.16 'Interconnection Facilities' shall mean both TIF and GIF.

1.17 'ISO' shall mean the ERCOT Independent System Operator.

1.18 'Plant' shall mean the electric generation facility that may be comprised of one or more turbine-generators and the collection circuits that connect to GIF that are owned and operated by Generator, as specified in Exhibit 'C.

1.19 '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.

1.20 'Project Financing' shall mean (a) one or more loans and/or debt issues, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of the Plant, any alteration, expansion or improvement to the Plant, the purchase and sale of the Plant or the operations at the Plant and (b) a power purchase agreement pursuant to which Generator's obligations are secured by a mortgage or other lien on the Plant.

1.21 'Project Financing Holder' shall mean (a) any holder, trustee or agent for holders, of any component of the Project Financing and (b) any purchaser of power from the Plant to which Generator has granted a mortgage or other lien as security for some or all of Generator's obligations under the corresponding power purchase agreement.

1.22 'PUCT" shall mean the Public Utility Commission of Texas.

1.23 'PUCT Rules' shall mean the Substantive Rules of the PUCT.

1.24 'Reasonable Efforts' shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.196(e)).

1.25 'Regulatory Approvals' shall mean all consents, approvals, certifications, filings or orders that may be required by Applicable Laws and Regulations.

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

1.27 'System Security Study' shall have the meaning as described in PUCT Rule 25.198(f) or its successor.

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

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

1.30 'Trial Operation' shall mean the process by which Generator is engaged in on-site test operations and commissioning of the first turbine-generator of the Plant prior to Commercial Operation.

1.31 'TSP' shall mean Transmission Service Provider.

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

ARTICLE 2. TERMINATION

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

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

B. TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to Generator if 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, 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 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 in accordance with Good Utility Practice and all Applicable Laws and Regulations; provided further that each Party shall remain responsible for its obligations hereunder incurred prior to such termination.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. TSP shall file this Agreement with the FERC (and provide a copy of the filing to the PUCT) within thirty (30) business days of the date first written above. Parties agree to assist one another and use all reasonable efforts in obtaining such approvals or making such filings as promptly as practicable. Any portions of this Agreement asserted by Generator to contain competitively sensitive commercial or financial information shall be filed by TSP identified as 'confidential' under seal stating, for TSP's showing of good cause, that Generator asserts such information is confidential information and has requested such filing under seal. If requested by TSP Generator shall provide TSP in writing, with Generator's basis for asserting that the information referred to in this Section 3.1 is competitively sensitive information, and TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Generator agrees that it shall obtain in a timely manner any Regulatory Approvals necessary for Generator to execute, deliver or perform this Agreement and any amendments hereto. Unless exempt, TSP shall timely request and obtain 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. 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. TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit 'B. 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 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. 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 TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, TSP will promptly provide written notice to Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) 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 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 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 TSP fails to complete the TIF by the In-Service Date reflected in Exhibit 'B, TSP shall pay Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to 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 TSP to 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 Generator's actual damages. The Parties agree that the foregoing payments will be made by TSP to Generator as just compensation for the damages caused to 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) 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, Generator shall reimburse TSP for such costs in an amount not to exceed the difference between TSP's estimate of the cost of the TIF under section 4.1.A and 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 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 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 Generator upon a failure of the Parties to agree on the In-Service Date, TSP may, at its option, require Generator to subcontract with TSP for all or part of the design, procurement and construction of the TIF in accordance with TSP's standard subcontractor agreements. In such event, TSP shall be subject to the payment of liquidated damages to Generator only if the In-Service Date is not met solely due to TSP's failure to complete the portion of the TIF for which TSP has retained responsibility. It is the intent of this subsection to give TSP full control of the contents and quality of the TIF. To the extent Generator acts as a subcontractor to TSP, the following will apply: 1) 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 TSP; 2) In its engineering, procurement and construction of the TIF. Generator shall comply with all requirements of law to which TSP would be subject in the engineering, procurement or construction of the TIF; 3) TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by 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 TSP, and therefore be deemed unacceptable, then Generator shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, TSP's approval of Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by TSP, then TSP shall reimburse Generator for the reasonable and necessary costs incurred by 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 TSP then TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

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

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

C. Generator will provide security to TSP in accordance with Section 8.3 by the date specified in Exhibit 'E.

4.3 Construction Commencement. 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. TSP has received written authorization to proceed with construction from Generator by the date specified in Exhibit 'B' and

D. Generator will provide security to TSP in accordance with Section 8.3 by the dates specified in Exhibit 'E.

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, Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date, Generator will promptly provide written notice to 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 Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so that 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, Generator shall deliver to 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 Generator's main-power transformers, the facilities connecting Plant to the main power transformers and the GIF. the impedances (determined by factory tests) for the associated main power transformers and the generators, and the impedance of any transmission voltage lines that are part of the GIF.

5.3 TIF Construction. 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 TSP. However, TSP shall provide 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. TSP will notify 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. 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 TSP. the Control Area(s) in which the Plant and TSP are located and Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

F. 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 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. 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. If a meter is found to be not in compliance with the accuracy standards required by ERCOT Requirements, readings for the prior six months, or from the time the meter was in service since last tested, but not exceeding six months, shall be corrected and adjusted bills shall be rendered.

5.6 System Protection and Other Controls Requirements.

A. Each Party will use Reasonable Efforts to design and operate its respective facilities such that they will isolate any fault, or correct or isolate any abnormality. that would negatively affect the other Party's system or other entities connected to the TSP System.

B. Each Party shall be responsible for protection of its facilities consistent with ERCOT Requirements and Good Utility Practice.

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 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 the TIF or GIF as the case may be. 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. Each Party shall use commercially reasonable efforts to minimize the frequency and duration of any outages. 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 TSP, the Control Area(s) in which the Plant and TSP are located, and Generator and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area Notification. At least three months before Trial Operation, Generator shall notify TSP in writing of the Control Area in which it will be located. If Generator elects to be located in a Control Area other than the Control Area in which TSP is located, all necessary agreements, including but not limited to remote control area generator interchange agreements, if applicable, and appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Plant in the other Control Area. The Parties will diligently cooperate with one another to enable such agreements to be executed and implemented on a schedule necessary to meet the Trial Operation date specified in Exhibit 'B.

6.3 Land Rights and Easements. Terms and conditions addressing the rights of TSP and 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. Not withstanding the PUCT Rules to the contrary, TSP will not disconnect the TSP System from the Plant unless required by Good Utility Practices. In the event of such interruption of service, TSP shall provide prompt notice to Generator of cause of such interruption and an estimation of when the Plant will be re-connected to the TSP. Generator will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements. The TSP shall use commercially reasonable efforts to minimize the frequency and duration of any service interruptions. The Parties acknowledge and agree that Generator shall have no liability to TSP, its Affiliates, subcontractors and customers for disconnecting the Plant from the TSP when required by and in accordance with the PUCT Rules, ERCOT Requirements or Applicable Laws and Regulations.

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, 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, and shall otherwise reasonably cooperate with each other.

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 TSP's Blackstart Plan on file with the ISO. Notwithstanding this section, Generator is not required to have blackstart capability by virtue of this Agreement. If Generator will have blackstart capability, then Generator shall provide and maintain an emergency communication system that will interface with TSP during a blackstart condition.

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, TSP and 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 TSP shall occur no later than 120 days prior to Trial Operation and shall include transmission system data necessary to allow Generator to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generator. The initial data submission by 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, 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, Generator shall provide TSP any data changes due to equipment replacement, repair, or adjustment. TSP shall provide 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 TSP 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.

A. Generator will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense.

B. In addition, Generator may be required to make a contribution in aid of construction payment to TSP in the amount set out for certain Interconnection Facilities described in item 6(b) of Exhibit 'C' in accordance with PUCT Rules. Such cost will include salaries and wages, including overheads and benefits for TSP personnel, the cost of subcontractors selected by TSP for engineering and construction and the cost of equipment and materials. Generator agrees to reimburse TSP for any federal income tax gross up amount that may be due as a result of such payment by Generator to TSP if TSP is required by Applicable Laws and Regulations to pay federal income tax on this receipt. Generator shall not be responsible for any interest and/or penalties associated with any future gross up requirements.

C. Generator will be responsible for the expenses associated with the Energy Management System ("EMS") and accounting program changes required by TSP insofar as such changes are directly attributable to Generator's Plant; provided, however, that the amount of the costs associated with such EMS and accounting program changes for which Generator will be responsible shall not exceed $5,000 in the aggregate without Generator's further written consent (which consent shall not be unreasonably withheld or delayed).

D. Upon the achievement of Commercial Operation, the TSP will provide the Generator with an invoice(s) for the actual costs of items 8.1 (B) and 8.1 (C) above. Generator agrees to reimburse TSP for all such costs within thirty days of receipt of an invoice(s). At Generator's request, TSP will provide Generator with supporting documentation and will permit Generator to examine during normal business hours at TSP's office in Tulsa, Oklahoma, relevant books and records reasonably necessary for Generator to verify costs which have been invoiced to Generator.

8.2 TSP's Cost Responsibility. TSP will acquire, own, operate, test, and maintain the TIF and TSP System improvements 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. TSP requires 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 and the improvements to the TSP System as described in Exhibit 'C' Item 8. The required security arrangements shall be specified in Exhibit 'E. Within five business days after the Plant achieves Commercial Operation, TSP shall return the deposit or security to Generator. However, TSP may retain an amount to cover the incremental difference between 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 Generator terminates this Agreement in accordance with Section 2.1 and the TIF and TSP System improvements are not required, 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 and TSP System improvements that specifically relate to Generator's facilities, including the Plant as described Exhibit 'C' Item 8. 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 bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit 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, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, 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. Comprehensive 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 Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive 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. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance polices shall name the other Party, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide ten (10) days advance written

notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public 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 extended reporting period coverage if agreed by the Parties.

H. 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.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. 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 Standard & Poor's. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. 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 TSP the right to immediately disconnect the TIF from the GIF. until such interconnection has been disconnected. Generator will not be prohibited by this Section from interconnecting the Plant with facilities operated by the Comision 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 Generator shall not constitute a waiver of Generator's legal rights to obtain an interconnection from 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, TSP shall, at Generator's expense, when reasonably requested to do so by 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 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 Generator under a proposed loan agreement. TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by Generator, but TSP shall not be in Default of any obligation under this Agreement if TSP is unable to provide an opinion of counsel that will satisfy any potential lender to 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 Generator shall have the right to assign this Agreement, without the consent of TSP, for collateral security purposes to aid in providing financing for the Plant, provided that Generator will require any secured party, trustee or mortgagee to notify TSP of any such assignment. Any financing arrangement entered into by 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 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 Lender Security. TSP agrees, if requested by Generator, to enter into an agreement (in a form reasonably acceptable to TSP) with the Project Financing Holders, pursuant to which TSP will acknowledge the creation of security over Generator's rights under this Agreement and agree that, upon breach of this Agreement or breach of any loan documents by Generator or the insolvency of Generator, the Project Financing Holder shall:

A. have the right within a reasonable period of time as specified therein to cure any breach of this Agreement complained of, provided the Project Financing Holder agrees to perform Generator's obligations under the Agreement during the cure period; and

B. have the right, upon payment of all outstanding amounts due and payable to TSP to assume all the rights and obligations of Generator under this Agreement.

10.19 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 Generator (or any third-party, but only if such third-party is not acting at the direction of 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.

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

10.21 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.

10.22 Confidentiality.

A. Subject to the exception in Section 10.22.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): _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 which Generator provided notice to proceed with design and procurement, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date:

July 11, 2000

Date which Generator provided notice to commence construction as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date:

July 11, 2000

In Service Date(s): June 1, 2001

Scheduled Trial Operation Date: July 1, 2001

Scheduled Commercial Operation Date (subject to extension due to a Force Majeure event):

December 1, 2001

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

EXHIBIT "C"
INTERCONNECTION DETAILS

1. **Names:** (a) Enron Indian Mesa 138 Line #1
   (b) Enron Indian Mesa 69 (138) Line #2

2. **Points of Interconnection locations:**
   The two Points of Interconnection will be located as follows:

   (a) Enron Indian Mesa 138 Line #1 will be a tap located at pole # 21-6 of the existing Rio Pecos – Ft. Lancaster 138 kV transmission line in Pecos County, Texas. This will be the same Point of Interconnection utilized by the electric generating facility owned by Indian Mesa Power Partners I LP.

   (b) Enron Indian Mesa 69 (138) Line #2 will initially be a 69 kV tap located at pole # 12-3 of the existing Tippet – North McCamey 69 kV transmission line in Crockett County, Texas. After conversion of the Tippet North McCamey transmission line to 138 kV this Point of Interconnection will be a 138 kV tap at the same location.

Transmission lines from the Enron Indian Mesa 138 Line #1 and Enron Indian Mesa 69 (138) Line #2 Points of Interconnection will be terminated into a new substation (Enron Indian Mesa Substation).

3. **Delivery Voltages:**
   (a) 138 kV
   (b) 69 kV initially, 138 kV ultimately

4. **Number and size of Generating Units:** 90 units @ 1.5 MW

5. **Type of Generating Units:** Wind turbines

6. **Metering and Telemetry Equipment:**
   (a) The TIF metering equipment described below will be procured, paid for and owned by TSP and will be installed by TSP inside the Enron Indian Mesa Substation in accordance with attached Exhibit 'C-6'

   (i) one or more 138 kV billing accuracy meters, compensated for losses from Generator's 34.5/138 kV substation to the Point of Interconnection
   (ii) 138 kV potential transformers(iii) 69/138 kV dual rated potential transformers
   (iv) 138 kV current transformers

(b) If this Agreement is executed prior to operation of ERCOT as one Control Area, the telemetry equipment described below will be TIF and will be procured, owned and installed by TSP inside the Enron Indian Mesa Substation in accordance with attached Exhibit 'C-6' Generator shall pay the actual cost for such equipment (estimated to be $35,000) by means of a contribution-in-aid of construction payment to TSP. If this Agreement is executed after operation of ERCOT as one Control Area, the telemetry equipment described below will be GIF and will be procured, owned, paid for, and installed by Generator inside the Enron Indian Mesa Substation in accordance with attached Exhibit 'C-6'

(i) one multi-ported RTU at the Enron Indian Mesa Substation

7. Generator Interconnection Facilities:

(a) GIF located at each Point of Interconnection include the following:

(i) tap conductors
(ii) dead end shoes
(iii) down guys and anchors
(iv) tap switch

(b) GIF located between the Points of Interconnection and Plant include the following:

(i) 138 kV transmission line from the Enron Indian Mesa 138 Line #1 Point of Interconnection to the Enron Indian Mesa Substation
(ii) the Enron Indian Mesa Substation
(iii) 69 kV transmission line from the Enron Indian Mesa 69 (138) Line #2 Point of Interconnection to the Enron Indian MesaSubstation

The Enron Indian Mesa Substation will initially be energized at 34.5/69/138 kV and will ultimately be energized at 34.5/138 kV after the North McCamey – Ft. Lancaster 69 kV transmission line is upgraded to 138 kV

(c) Metering and telemetry equipment located at the Enron Indian Mesa Substation as described in item 6b above.

(d) Communication equipment described in item 9 below.

(e) System protection equipment described in item 10(b) below.

8. Transmission Service Provider Interconnection Facilities And Other TSP System Improvements:

(a) TIF located at the Points of Interconnection include the following:

(i) tap structure at the Enron Indian Mesa 138 Line #1 Point of Interconnection

(ii) in-line switches placed in the Rio Pecos – Ft. Lancaster 138 kV transmission line

(iii) tap structure at the Enron Indian Mesa 69 (138) Line #2 Point of Interconnection

(iv) in-line switches placed in the Tippett – North McCamey 69 kV transmission line (will ultimately be energized at 138 kV)

(b) Metering and telemetry equipment located at the Enron Indian Mesa Substation as described in item 6 above.

(c) System protection equipment described in item 10(a) below.

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

(i) 69/138 kV transformer at North McCamey Substation

(ii) 69/138 kV transformer at West Yates Switching Station relocated from North McCamey Substation

(iii) Two 138 kV breakers at North McCamey Substation

(iv) 138 kV converted and 1272 ACSR re-conductored North McCamey Mesa View line

(v) Mesa View Switching Station

(vi) West Yates Switching Station

(vii) Friend Ranch Twin Buttes 138 kV line (1272 ACSR)

9. Communications Facilities:

The communications facilities described below will be paid for, owned, and installed by Generator in accordance with attached Exhibit 'C-9'

(i) 1 – dedicated voice dispatch circuit from Generator's control center to TSP's Abilene dispatch center

(ii) 1 – telecommunication dial-up line, including associated interface equipment at the Enron Indian Mesa Substation

(iii) 1 – RTU communication circuit between the Enron Indian Mesa Substation and TSP's Abilene dispatch center

(iv) 1 – telephone interface box at the Enron Indian Mesa Substation

10. System Protection Equipment:

The protection equipment described below includes only that equipment associated with the TIF and GIF and it does not include the system protection equipment associated with the other TSP System additions identified in item 8(d) above.

(a) The following system protection equipment will be paid for, owned and installed by TSP:

(i) One dynamic fault recorder at the Enron Indian MesaSubstation

(b) The following system protection equipment will be paid for, owned and installed by Generator at the Enron Indian Mesa Substation:

(i) Two or more multi-function devices for line protection
(ii) Two or more multi-function devices for backup protection
(iii) Two or more transformer differential relays
(iv) Two or more 34.5 kV bus differential relays
(v) Two or more 34.5 kV main feeder relays
(vi) Four or more 34.5 kV distribution feeder relays

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 attached Exhibit 'C-11'

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

See attached Exhibit 'C-12'

13. Special Operating Conditions:

After the conversion of the North McCamey – Ft. Lancaster 69 kV transmision line to 138 kV the 138 kV bus at the Enron Indian Mesa Substation will not be operated in such a manner to create a normally closed transmission path between the two Points of Interconnection described herein. Momentary closure of this path will be permitted for generation switching operations only.

Exhibit "C-6"
Metering and Telemetry Requirements

The power transfer at the Point of Interconnection will be metered with bi-directional metering for bi-directional interconnections. Power flow from the TSP System to the Plant will be designated as 'Out' MWh. 'Out' MWh is considered positive and 'In' MWh is considered negative. The same conventions will be observed on the reactive power. Each of these four quantities will be recorded separately.

For a Plant having more than one meter located at the Point of Interconnection (e.g. two lines), bi-directional metering will be used at each meter location. 'Out' MWh from each meter will be summed by means of a totalizer, remote computer or other equivalent method. Output of this summed MWh from the totalizer will then be recorded on a digital recorder or similar equipment. The same procedure will be used for the other metered quantities.

All voltage and current transformers used for interconnect metering with continuous flows less than 20% of full scale nameplate rating of the current transformers shall conform to ±0.15% metering accuracy class or better. For interconnection meters where the continuous flows are always greater than 20% of full scale nameplate rating of the current transformers, all voltage and current transformers shall conform to ±0.3% metering accuracy class or better. The current transformers and voltage transformers used to meter bi-directional power flow shall meet ANSI C57.13 requirements for instrument transformers. MW and MVAR transducers shall be 3-element transducers with an accuracy of ±0.2% or better.

Meter test results shall be recorded on approved ERCOT meter test report forms or accepted equivalents. All affected parties shall be involved in engineering changes of interconnect metering equipment from project inception. All parties must be notified so a mutually agreeable time can be set for the changes. All parties involved must be satisfied to the making of any changes.

Generator shall provide TSP with nameplate and connection information on the current transformers and the voltage transformers ratio, type and accuracy of transducer (3 element). All telemetry equipment will conform to TSP specifications.

A remote terminal unit (RTU) is required at the Point of Interconnection. An additional RTU will be required at the Plant for generation specific data. The RTU protocol from TSP's RTU port shall meet TSP's EMS/SCADA requirements. 1200 baud communication is accomplished using Bell 202T modems. Shielded twisted pair wiring is required for analog signal connections.

Billing metering is required for every Plant. The billing metering will be used when the Plant is not supplying the power for station use. All current and voltage transformers used for billing metering shall conform to ±0.15% metering accuracy class or better.

Exhibit "C-9"
Communications Requirements

Generator shall be responsible for providing communication circuits for use by TSP. 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 channel(s) may be leased telephone circuit, microwave, fiber optics or other media satisfactory to TSP. For telephone company circuits leased by Generator, Generator shall provide TSP and the communication provider with the necessary advanced authorization for communication circuit maintenance, allowing TSP to monitor circuits, report trouble and take corrective action with the communication provider, at Generator's expense. Typical circuit requirements include the following:

1) RTU Communications Circuit This is a dedicated lease circuit from the RTU at the Plant to TSP's dispatch office; this circuit is to be ordered by Generator. One circuit is required for each RTU. This circuit will be a Bell type 4-wire (420) analog circuit.

2) Voice Dispatch Circuit This is a dedicated lease circuit from the Plant operators to TSP's dispatch office. If the Plant operator is not located on the Plant site, then the circuit must be terminated at the actual location of the Plant operators. This circuit is required of Generator where the total Plant generation capacity is equal to or greater than 50 MVA. This circuit is to be ordered by Generator. This circuit will be a type 428 non-dialable pair, also known as an OSPA two-wire circuit. For circuit design and ordering purposes, the circuit origination is to be at TSP's dispatch office; the circuit termination is to be at the actual location of the Plant operators.

3) Dial-Up Access This is a business telephone line (Bell type 1FB) to be ordered by Generator. This circuit is required for interconnect meter reading, System Protection Equipment interrogation and access to the fault (transient) / dynamic fault recorder. This telephone line is required of Generator. If the interconnect meter(s), System Protection Equipment and fault (transient) / dynamic fault recorder 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. (In this case, Generator should install a telephone switch to share the one telephone line among multiple devices.)

Exhibit "C-11"
Telemetered Data Point Requirements

Power flow from the TSP System to the Plant will be designated as 'Out' MWh. 'Out' MWh is considered positive and 'In' MWh is considered negative. The same conventions will be observed on the reactive power. Each of these four quantities will be recorded separately.

If requested by Generator and if available from TSP's metering equipment, the following information will be provided at Generator's expense at the Point of Interconnection. Isolating relays or transducers will be used as required:

1) 'Out' MWh pulses — dry form 'A' or dry form 'C' contact (125 volt maximum)
2) 'In' MWh pulses — dry form 'A' or dry form 'C' contact (125 volt maximum)
3) 'Out' MVARh pulses — dry form 'A' or dry form 'C' contact (125 volt maximum)
4) 'In' MVARh pulses — dry form 'A' or dry form 'C' contact (125 volt maximum)
5) +/- MW (instantaneous) — -1 to 0 to + 1 mA full scale
6) +/- MVAR (instantaneous) — -1 to 0 to + 1 mA full scale

The following information shall be supplied by Generator for each meter to be connected to TSP's recording equipment and the remote terminal unit (RTU) used for the Point of Interconnection.

1) Status Points RTU inputs will be a dry form 'A' contact or dry form 'B' contact that is a direct output from the device monitored. No signal conversion device shall exist between the device monitored and the RTU. Contact rating shall be 0.25 Amp at 125 volt AC or DC. Wetting voltage for status to be supplied from the RTU.

    a) Transmission line(s) breaker(s) status

2) Analog Points RTU inputs will be -1 to 0 to +1 mA full scale for bi-directional values, 0 to +1 mA full scale for unidirectional values. An alternate input of 4 to 12 to 20 mA full scale for bi-directional and 4 to 20 mA full scale for unidirectional values will be acceptable. The RTU shall be directly connected using analog outputs from the interconnect meters or transducers. No signal conversion device shall exist between the meter or transducer and the RTU.

    a) Instantaneous MW
    b) Instantaneous MVAR

3) Hourly Accumulation Points RTU inputs will be a dry form 'A' or dry form 'C' contact (dry form 'A' preferred). Contact rating shall be 0.25 Amp at 125 volt AC or DC. Wetting voltage for each contact to be supplied from the RTU. Separate contacts shall be used for 'In' and 'Out' values. The RTU shall be directly connected using pulse outputs from the interconnect meters. No signal conversion device shall exist between the meter and the RTU.

a) 'IN' MWh pulses
b) 'OUT' MWh pulses
c) 'IN' MVARh pulses
d) 'OUT' MVARh pulses

For a Plant where the total plant generation capacity is equal to or greater than 50 MVA, additional information is required by TSP.

From TSP's perspective, the 'In' / 'Out' power flow is referenced from the Plant. Normal MW generation will be designated as 'Out' MWh. 'Out' MWh is considered positive. Backfeed power from the TSP System to the Plant is 'In' MWh and is considered negative. The same conventions will be observed on the reactive power. Each of the four quantities will be recorded separately for each device.

The following information shall be required for a Plant where the total generation capacity is equal to or greater than 50 MVA. A specific data interface list will be developed by TSP as a part of each project based upon the project's electrical configuration. An additional RTU located at the Plant is required to supply the following information to TSP:

1) Status Points – RTU inputs will be a dry form 'A' or dry form 'B' contact that is a direct output from the device monitored. No signal conversion device shall exist between the device monitored and the RTU. Contact rating shall be 0.25 Amp at 125 volt AC or DC. Wetting voltage for status to be supplied from the RTU.

a) Plant breaker status
b) Plant dynamic VAR control status
c) Digital Fault (Transient)/Dynamic recorder trouble alarm

2) Analog Points – RTU inputs will be -1 to 0 to +1 mA full scale for bi-directional values, 0 to +1 mA full scale for unidirectional values. An alternate input of 4 to 12 to 20 mA full scale for bi-directional and 4 to 20 mA full scale for unidirectional values will be acceptable. The RTU shall be directly connected using analog outputs from the meters or transducers. No signal conversion device shall exist between the meter or transducer and the RTU.

a) Plant gross MW (required for the Plant)
b) Plant gross MVAR (bi-directional values required for the Plant)

c) Station frequency HZ (for those stations where a common bus does not exist between multiple units, individual unit frequency point will be required)
d) Voltage where the Plant connects to the TSP System

3) Hourly Accumulation Points RTU inputs will be a dry form 'A' or dry form 'C' contact (dry form 'A' preferred). Contact rating shall be 0.25 Amp at 125 volt AC or DC. Wetting voltage for each contact to be supplied from the RTU. Separate contacts shall be used for 'In' and 'Out' values. The RTU shall be directly connected using pulse outputs from the meters. No signal conversion device shall exist between the meter and the RTU.

a) Plant MWh (required for the Plant)
b) Plant gross MVARh 'IN' (required for the Plant)
c) Plant gross MVARh 'OUT' (required for the Plant)

A controlled unit is a single generator or a group of generators which is treated as a single unit for control. The following additional information shall be required for a Plant where the generator(s) are to be controlled by TSP:

1) Status Points – RTU inputs will be a dry form 'A' or dry form 'B' contact. Contact rating shall be 0.25 Amp at 125 volt AC or DC. Wetting voltage for status to be supplied from the RTU.

a) Auto control on/off control (required for each controlled unit)

2) Analog Points – RTU inputs will be -1 to 0 to +1 mA full scale for bi-directional values, 0 to +1 mA full scale for unidirectional values. An alternate input of 4 to 12 to 20 mA full scale for bi-directional and 4 to 20 mA full scale for unidirectional values will be acceptable.

a) Output MW (required for each controlled unit)
b) Internal target set point MW (required for each controlled unit)
c) Maximum MW limit (required for each controlled unit)
d) Minimum MW limit (required for each controlled unit)
e) Response rate limit MW/Minute (required for each controlled unit)

3) Control Points RTU outputs will be a dry form 'A' contact. Contact rating shall be 3 Amps at 125 volt AC or DC.

a) Output raise pulse (required for each controlled unit)
b) Output lower pulse (required for each controlled unit)

If dynamic scheduling is used, Generator is to supply TSP a dynamic schedule (real-time analog value of power supplied to each control area) for each unique control area with the same signal

also being supplied to the other control area. The following additional information shall be required for a Plant where the Plant is to be controlled by TSP:

1) Analog Points – shall be -1 to 0 to +1 mA full scale for bi-directional values, 0 to +1 mA full scale for unidirectional values. An alternate input of 4 to 12 to 20 mA full scale for bi-directional and 4 to 20 mA full scale for unidirectional values will be acceptable.

    a) Dynamic schedule MW (required for each unique dynamic schedule)

Exhibit "C-12"
Supplemental Terms and Conditions

PRACTICES FOR PARALLEL GENERATION

TSP assumes no responsibility for the protection of the Plant or any other portion of Generator's electrical equipment for any or all operating conditions. Generator is fully responsible for protecting his equipment in such a manner that faults or other disturbances on the TSP System or other interconnected systems do not cause damage to Generator's equipment.

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 use Reasonable Efforts to change his facility 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 will reasonably cooperate in properly synchronizing Plant with the TSP System and 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.

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:

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 synchronous generators will be at least 0.85 lag and 0.95 lead. 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. The Plant must generate reactive requirements for the Plant and GIF. TSP may, in order to maintain security of the ERCOT power system, request Generator to accept reactive power. The power factor of induction generators of renewable resources will be limited by the design of the generator and the quantity of reactive power that the Plant will be required to supply will be limited to that which it can produce at its rated capability using procedures and criteria as described by ERCOT Requirements.

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

Generator shall furnish at a minimum, a manual disconnect switch with visual contacts and allowance for padlocking, to separate the Plant from the TSP System. The location of this switch will be determined by TSP and be readily accessible to TSP at all times. The disconnect switch will be under the exclusive control of TSP and will be considered as part of TSP's switching procedures. TSP reserves the right to open this disconnecting device, isolating the Plant, for any of the following reasons:

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

b) The Plant, upon TSP's determination, exceeds the operating boundaries outlined above.

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

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

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

TSP will attempt 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 insure that his generation is disconnected 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.

Generator is solely responsible for providing adequate protection for the Plant and GIF operating in parallel with the TSP System in such manner that faults or other disturbances on the TSP System do not cause damage to the Plant or GIF.

Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.

Generator shall submit single-line drawings of the GIF to TSP for review. TSP will review only those portions of the drawings which 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.

Generator shall maintain an operating log at each generating unit at the Plant which at a minimum will indicate changes in operating status (available or unavailable), maintenance outages, trip indications or other unusual conditions found upon inspection. For generators which 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 of TSP. Generator will be required to back down the Plant at certain times to maintain reliability of the ERCOT power system. The TSP shall use Reasonable Efforts to minimize the frequency, duration and magnitude of such requests.

TSP shall purchase, install and maintain fault (transient) and long term dynamic recording equipment to monitor and verify generator's proper transient and steady-state response to power system disturbances. This equipment may be located at either TSP's substation or at the Plant, depending on each site's particular needs and requirements.

If the distance between TSP's substation and the Plant is such that the costs of getting the required signals to the fault (transient) / dynamic recorder exceeds the cost of separate fault (transient) / dynamic recorders at each location, TSP will, purchase and install fault (transient)/dynamic recording equipment at both TSP's substation and at the Plant. The fault (transient) / dynamic recorder at the Plant will be at a mutually agreed location. Generator shall provide the necessary analog and digital channels to the recording equipment and TSP will terminate the signals in the recorder. TSP shall own and maintain the recorder(s). The necessary communication equipment shall be installed by Generator and access shall be provided to allow TSP the ability to monitor the recorder(s) and verify the Plant response to ERCOT power system disturbances. All fault (transient) / dynamic recorders shall be equipped with time synchronizing equipment.

Generator shall provide the following analog signals to the fault (transient) / dynamic recorder: three phase output current and voltages for each 34.5 kV main feeder. The generator output currents can be measured on either the Generator's or TSP System side of the generator step up transformer(s).

Generator shall provide the following digital signals to the fault (transient) / dynamic recorder: primary and backup lockout relays for the Plant and the status (power factor mode or voltage mode) of the Plant dynamic VAR controller. All fault (transient) / dynamic recorders shall be equipped with time synchronizing equipment.

TSP shall provide the following analog signals to the fault (transient) / dynamic recorder for TIF on the TSP System side of the synchronizing breaker: two sets of voltages for breaker-and-a-half and ring bus substation configurations. One set of voltages for each bus in other substation configurations. A set of voltages shall consist of each phase voltage waveform and the residual

voltage waveform. For all lines, three phases and neutral (residual) current waveform. For all autotransformers, high side current waveform for three phases and residual and autotransformers neutral current waveform.

TSP shall provide the following digital signals to the fault (transient) / dynamic recorder for TIF on the TSP System side of the synchronizing breaker: circuit breaker trip circuit energization, circuit breaker positions, direct transfer trip, carrier transmitter control, i.e. start, stop, keying and carrier received. All fault (transient) / dynamic recorders shall be equipped with time synchronizing equipment.

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 to insure 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 personnel, their guests and agents are to be fully aware of the existence and location of TSP's transmission, substation and distribution facilities. Generator 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 *et. seq.* of the Texas Health and Safety Code).

For TIF on Generator's side of the Point of Interconnection, Generator is responsible for all design and construction. TSP may advise of known similar construction and may provide, if requested, a listing of engineering, construction, and construction management contractors familiar to TSP.

The design and construction of new substation facilities on the TSP System necessary to connect the Plant shall be done utilizing current TSP construction, insulation, 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.

Exhibit "D"
NOTICE AND EFT INFORMATION OF THE 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 Generator:

Indian Mesa Power Partners II LP
Attn: Harry Scarboroug
13000 Jameson Road
Tehachapi, CA 93561
Operational/Confirmation Fax (661) 823-6428

24 Hour Telephone (661) 823-6418
E-mail harry.scarborough@enron.com

If to Transmission Service Provider:

American Electric Power
Attn: Director, System Operations
P.O. Box 660164
Dallas, TX 75266-0164
Operational/Confirmation Fax (214) 777-2855
24 Hour Telephone (214) 777-1427
E-mail: nhakimi@csw.com

(b) Notices of an administrative nature:

If to Generator:

Indian Mesa Power Partners II LP
Attn: Marion Horna
13000 Jameson Road
Tehachapi, CA 93561
Fax (661) 822-5015
Phone: (661) 823-6425
E-mail _marion.horna@enron.com

If to Transmission Service Provider:

American Electric Power
Attn: Manager, Transmission Access
P.O. Box 21928
Tulsa, OK 74121-1928
Fax: (918) 594-4401
Phone: (918) 594-2277
E-mail: sttaylor@csw.com

(c) Notice for statement and billing purposes:

If to Generator:

Indian Mesa Power Partners II LP
Attn: Marion Horna
13000 Jameson Road
Tehachapi, CA 93561

If to Transmission Service Provider:

American Electric Power
Attn: Accounts Receivable
P.O. Box 21928
Tulsa, OK 74121-1928

(d) Information concerning Electronic Funds Transfers:

If to Generator:

If to Transmission Service Provider:

Bank Name: To be provided later
City, State
ABA No. _
for credit to
_____
Account No. _____

Mellon Bank
Pittsburg, PA
ABA No. 043-000-261
for credit to
West Texas Utilities Company
Account No. 006-2607

Exhibit "E"
SECURITY ARRANGEMENT DETAILS

1. As a condition to TSP's obligation to plan, license, procure equipment and materials, and construct the TIF described in Item 8a,b and c of Exhibit C, Generator will provide letters of credit or corporate guaranties (Security) in a form reasonably acceptable to TSP that names TSP as beneficiary. in an amount totaling $0.4 million from one or more financial institutions or other entities that are acceptable to TSP. Such Security will be provided to TSP within ten (10) days after execution of this Agreement.

2. In addition to the financial security provided in accordance with Item 1 above and as a condition to TSP's obligation to plan, license, procure equipment and materials, and construct the System improvements described in Item 8d of Exhibit C, Generator may also be required to provide additional letters of credit or corporate guaranties (Additional Securities). Additional Security will not be required if the Plant achieves Commercial Operation prior to the date that such Additional Security is due as scheduled in Item 3 below or if TSP is already holding a sufficient amount of security deposit for these System improvements from another source(s). Upon the achievement of Commercial Operation, no Security or Additional Security will be required and all issued Security and Additional Security will be returned by TSP to its issuer subject to the provisions of Section 8.3 of this Agreement. If TSP is not already holding a sufficient amount of security deposit from another source(s) for these System improvements, TSP will require a letter of credit or corporate guaranty in an amount that, when combined with security deposits obtained from the other source(s) for these System improvements, provides TSP security deposits totaling up to $30.4 million. The schedule, as shown in Item 3 below, for providing these Additional Securities will be consistent with TSP's schedule of expenditures for procurement and construction of the System improvements described in Item 8d of Exhibit C. Such Additional Securities will be in a form acceptable to TSP that names TSP as beneficiary from one or more financial institutions or other entities that are acceptable to TSP.

3. If required, Additional Securities shall be provided in accordance with the schedule below.

Additional Securities	Date Due	Amount
First Additional Security	Within 10 days of execution of this Agreement	$2.0 million
Second Additional Security	July 1, 2001	$2.5 million
Third Additional Security	January 1, 2002	$9.6 million
Fourth Additional Security	July 1, 2002	$16.3 million
TOTAL		$30.4 million

If there is a delay caused by the failure to receive any required regulatory approvals of a new transmission line described herein, Company shall adjust this schedule according to the revised schedule for procurement and construction of such transmission line.