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Sharyland Utilities, L.P.

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April 28, 2017

Lisa Clark, Filing Clerk
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: Project No. 35077 - Sharyland Utilities, L.P. Generation Interconnection Agreement with NRG Texas Power LLC

Dear Ms. Clark:

Please find attached the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. (Sharyland) and NRG Texas Power LLC (Generator), for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). Because the Agreement contains deviations from the Standard Generation Interconnection Agreement (SGIA), Sharyland has prepared this letter explaining the changes and requests that it be filed with the Agreement. In addition, pursuant to P.U.C. SUBST. R. 25.195(e) and Section 3.1 of Exhibit A to the Agreement, certain information included in this Agreement is being filed confidentially under seal. Generator has asserted that this information is confidential and requested that it be filed under seal.

Throughout Exhibits A and B to the Agreement, provisions have been modified from the SGIA to accommodate the particular circumstances of the interconnection, specifically that the generation facilities consist of a battery storage facility with an interconnection to Sharyland's facilities at distribution-level voltage.

Sincerely,

Alicia Rigler
Counsel for Sharyland Utilities, L.P.

Enclosure

723

**GENERATION
INTERCONNECTION AGREEMENT**

Between

NRG Texas Power LLC,
as Generator,

and

Sharyland Utilities, L.P.
as Transmission and Distribution Service Provider,

for

NRG Elbow Creek Energy Storage Project

Dated

March 30, 2017

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GENERATION INTERCONNECTION AGREEMENT

This Generation Interconnection Agreement ("Agreement") is made and entered into this 30th day of March, 2017, between Sharyland Utilities, L.P. ("Transmission and Distribution Service Provider" or "TDSP") and NRG Texas Power LLC ("Generator"), each hereinafter individually referred to as a "Party," and collectively referred to as the "Parties." In consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

Defined terms shall have the meaning specified in this Agreement, including as set forth in the "Terms and Conditions" included in Exhibit "A". Terms not defined herein shall have the meaning specified in the relevant TDSP tariff, the ERCOT Requirements, or the PUCT Rules, as applicable.

TDSP 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, TDSP shall interconnect Generator's Plant with TDSP's System consistent with the specifications provided in Exhibit "C".

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

This Agreement shall become effective on March 30, 2017, 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" 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 Facilities Extension Agreement 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.

Sharyland Utilities, L.P.

NRG Texas Power LLC

AR. Mark D Meyer
By: MARK D MEYER
Title: VICE PRESIDENT
Date: 30 MAR 17

Dan Phillips
By: DAN PHILLIPS
Title: VICE PRESIDENT, DEVELOPMENT
Date: 3/30/2017

Exhibit "A"
Terms and Conditions

ARTICLE 1. DEFINITIONS

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

1.1 "Commercial Operation" shall mean the date on which Generator declares that the construction of the Plant has been substantially completed, Trial Operation of the Plant has been completed including successful fulfillment of all ERCOT Requirements, the Plant is ready for dispatch, and TDSP has accepted for operation the GIF and TDIF.

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

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

1.4 "ERCOT Requirements" means the ERCOT Operating Guides, the ERCOT Generation Interconnection Procedures, and any other documents, protocols or procedures adopted by ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT, in each case as amended from time to time, and any successors thereto. As between the Parties, any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of the Generator, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TDSP.

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

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

- 1.7 “Governmental Authority(ies)” shall mean any federal, state, local or municipal body having jurisdiction over a Party or this Agreement.
- 1.8 “In-Service Date” shall be the date, as reflected in Exhibit “B,” that the TDIF will be ready to connect to the GIF.
- 1.9 “Plant” shall mean the electric energy storage system owned and operated by the Generator, as specified in Exhibit “C.”
- 1.10 “Point of Interconnection” shall mean the location(s) where the GIF connects to the TDIF as shown on Exhibit “C”.
- 1.11 “PUCT” shall mean the Public Utility Commission of Texas.
- 1.12 “PUCT Rules” shall mean the Substantive Rules of the PUCT.
- 1.13 “Reasonable Efforts” shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e)).
- 1.14 “System Protection Equipment” shall mean those facilities located within the TDIF and the GIF as described in Section 5.6 and Exhibit “C”.
- 1.15 “TDIF” shall mean the TDSP’s interconnection facilities as described in Exhibit “C”.
- 1.16 “Trial Operation” shall mean the process by which the Generator, in coordination with the TDSP as necessary, is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.
- 1.17 “TDSP” shall mean the Transmission and Distribution Service Provider.
- 1.18 “TDSP System” shall mean the electric transmission and distribution facilities, including the TDIF, and all associated equipment and facilities owned and/or operated by the TDSP.

ARTICLE 2. TERMINATION

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

- A. The Generator may terminate this Agreement after giving the TDSP thirty (30) days' advance written notice;
- B. The TDSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator's Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date reflected in Exhibit "B";
- C. Either Party may terminate this Agreement in accordance with Section 10.6; or
- D. This Agreement may be terminated upon mutual written agreement of the Parties.

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by TDSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generator under this Agreement or the Facilities Extension Agreement for Wholesale Storage Load and Associated Auxiliary Retail Load between the Parties dated February 28, 2017 ("Facilities Extension Agreement"), provided in Exhibit "E". In the event of termination by either Party, both Parties shall use Reasonable Efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of Section 2.2 shall survive termination of this Agreement.

2.3 Disconnection. Upon termination of this Agreement, the Parties will disconnect the GIF from the TDIF. The Parties will use Reasonable Efforts to coordinate such disconnection and the removal of the GIF from the TDIF and any property owned or

controlled by TDSP. If the GIF are not disconnected and/or removed from the TDIF within thirty (30) days of written notice by TDSP to Generator, TDSP shall have the right to disconnect the GIF from the TDIF, remove the GIF from property owned or controlled by TDSP, and restore TDSP's system to the condition it was in prior to the date of this Agreement, all at Generator's cost and expense. The provisions of this Section 2.3 shall survive termination of this Agreement.

ARTICLE 3. REGULATORY FILINGS

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

3.2 Regulatory Approvals. Unless exempt, the TDSP shall timely request ERCOT and all regulatory approvals and consents necessary for it to carry out its responsibilities under this Agreement.

ARTICLE 4. INTERCONNECTION FACILITIES CONSTRUCTION

4.1 TDSP shall construct the TDIF consistent with the specifications provided in Exhibit "C" and Exhibit "E".

ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. While the Parties have exchanged information and mutually agree upon the design and compatibility of the Parties' interconnection facilities, if necessary the Parties shall work diligently and in good faith to make any necessary design changes to ensure the compatibility of the GIF to the TDSP System.

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

5.3 TDIF Construction. The TDSP shall design and construct the TDIF, or cause the TDIF 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" or Exhibit "E", if either Party makes equipment changes to the Plant, the GIF, the TDIF or the TDSP System which it reasonably expects would materially affect the operation or performance

of the other Party's interconnection facilities, such Party will 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 subject to and in accordance with ERCOT Requirements. The specific metering, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C".

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

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

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

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

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

F. The TDSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the metering equipment to the TDSP, that are necessary for the effective operation of the Plant and the GIF with the TDSP System. Such communication facilities shall be identified in Exhibit "C". The Generator shall procure, or 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 in writing by the Parties.

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

5.6 System Protection and Other Controls Requirements.

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

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

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generator's units.

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

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements.

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 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.

G. Each Party will provide reasonable advance notice to the other Party of any testing of its System Protection Equipment under this Section 5.6 and allow such

other Party to have representatives present during such testing of its System Protection Equipment.

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 to in writing by the Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

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

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

6.3 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TDSP the right to disconnect the TDSP System from the Plant under the conditions specified therein. The Generator will promptly disconnect the Plant from the TDSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements, provided that the TDSP shall have the right to disconnect the Plant from the TDSP System if Generator fails to comply with any such disconnection requirement or if Generator fails to comply with terms of the applicable TDSP tariff including failure to pay charges assessed pursuant to the applicable TDSP tariff.

6.4 Switching and Clearance.

A. Any switching or clearances needed on the TDIF 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", provided that the Generator shall comply with all applicable switching and clearance procedures of the TDSP even if such procedures are not set forth in Exhibit "C".

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

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

6.7 Blackstart Operations. If the Plant is capable of blackstart operations, the Generator will coordinate individual Plant start-up procedures consistent with ERCOT Requirements. Any blackstart operations shall be conducted in accordance with the blackstart criteria included in the ERCOT Requirements and the TDSP Blackstart Plan on file with ERCOT. Notwithstanding this Section 6.7, the Plant is not required to have blackstart capability by virtue of this Agreement. If the Plant will have blackstart capability, then the Generator shall provide and maintain an emergency communication system that will interface with the TDSP during a blackstart condition, in accordance with TDSP's specifications.

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

6.9 Outage Notification. The Parties shall provide outage notification, including for unscheduled (forced) outages and planned outages, in accordance with ERCOT Requirements and any other applicable legal authorities, and as described in Exhibit "C".

6.10 Operating Requirements. The Parties shall operate their facilities in accordance with ERCOT Requirements and any other applicable legal authorities, including that the TDSP's operating instructions to correct abnormal TDSP System or Plant

conditions or to return to voltage schedule shall be subject to and governed by the ERCOT Nodal Operating Guide, as the same may be amended from time to time.

6.11 Network Model Changes. The Parties shall maintain network operating model updates in accordance with the ERCOT Requirements and any other applicable legal authorities.

ARTICLE 7. DATA REQUIREMENTS

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

7.2 Data Supplementation. Prior to Commercial Operation, the Parties shall provide any and all "as-built" Plant data or "as-tested" performance data. Subsequent to Commercial Operation, the Generator shall provide the TDSP any data changes due to equipment replacement, repair, or adjustment. The TDSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than thirty (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 ERCOT concerning these facilities.

7.3 Data Exchange. Each Party shall furnish to the other Party real-time and forecasted data as required by ERCOT Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plant or the TDSP System by gathering

and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records.

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility. The Generator will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense. In addition, the Generator may be required to make a contribution in aid of construction ("CIAC") pursuant to Exhibit "E".

8.2 TDSP's Cost Responsibility. The TDSP will acquire, own, operate, test, and maintain the TDIF at its sole expense, subject to the CIAC provisions set forth in Exhibit "E".

ARTICLE 9. INSURANCE

9.1 Insurance Requirements. 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, and in accordance with the following requirements:

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 policies 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 thirty (30) 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 each Party are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by each Party 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 to the other

Party 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. Each Party shall report to the other Party 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 TDSP 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 or delivery 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.

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". Either Party may change the notice information on Exhibit "D" by giving five (5) 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 10.5.B 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 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, that if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after notice and continuously and diligently complete such cure within ninety (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 10.6, 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 effective after the cure period provided for in Section 10.6.A, 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 10.6 will survive termination of this Agreement.

10.7 Intrastate Operation. The operation of the Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal

Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TDSP the right to immediately disconnect the TDIF from the GIF, until such interconnection has been disconnected. The Generator will not be prohibited by this Section 10.7 from interconnecting the Plant with facilities operated by the Comisión Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not “public utilities” under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

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

10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by the Generator shall not constitute a waiver of the Generator’s legal rights to obtain an interconnection from the TDSP under a new interconnection agreement, provided that, in the event of a Default by the Generator, TDSP may refuse to enter into a new interconnection agreement, or interconnect the Plant or any other facilities of Generator, until the Default condition has been resolved to the TDSP’s satisfaction and the TDSP has reasonable assurance of the Generator’s future performance.

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 and, if applicable, approved by the applicable Governmental Authority.

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. Each Party agrees to (i) furnish upon request to the other Party such further information, (ii) execute and deliver to the other Party such other documents, and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TDSP shall, at the Generator's expense, when reasonably requested to do so by the Generator at any time after the execution of this Agreement, prepare and provide such information in

connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to the TDSP's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to the Generator under a proposed loan agreement. The TDSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by the Generator, but the TDSP shall not be in Default of any obligation under this Agreement if the TDSP is unable to provide an opinion of counsel that will satisfy any potential lender to the Generator. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

10.15 Indemnification and Liability. The indemnification and liability provisions of 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 prior written consent of the other Party; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TDSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to promptly notify the TDSP in writing of any such assignment. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TDSP in writing of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section 10.17 is void and ineffective. No assignment under this Agreement shall relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10.18 Severability. If any provision in this Agreement is determined to be invalid, void or unenforceable by a Governmental Authority or any court having jurisdiction, such

determination shall not invalidate; void or make unenforceable any other provision, agreement or covenant of this Agreement.

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

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

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to ERCOT. 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 Section 10.21.A,

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or if any third party or Governmental Authority makes any request or demand for any of the information described in this Section 10.21A, 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

In-Service Date(s): Parties will use Reasonable Efforts to meet an In-Service Date of March 31, 2017.

Scheduled Trial Operation Date: Date by which Parties will use Reasonable Efforts to conduct Trial Operation of the Plant: April 7, 2017.

Scheduled Commercial Operation Date: Date by which Parties will use Reasonable Efforts to initiate Commercial Operation: April 11, 2017.

The dates provided above are dependent upon delivery dates of necessary equipment to TDSP for the TDIF, and establishment of a Wholesale Distribution Line Service rate by the PUCT pursuant to which TDSP will provide wholesale delivery service to Generator.

Due to the nature of the subject of this Agreement, the Parties may mutually agree in writing to change the dates set forth on this Exhibit "B".

Exhibit "C"
Interconnection Details

- 1) Plant Name: NRG Elbow Creek Energy Storage Project
- 2) Point of Interconnection Location: The Point of Interconnection is located in Howard County, Texas near TDSP's Elbow Substation. The Point of Interconnection shall be defined as the point at which Generator's overhead conductor contacts the load side of TDSP's meter pole.
- 3) Delivery Voltage: 12.47 kV LL (distribution level-voltage).
- 4) Number and Size of Generating Units: One (1) electric storage unit rated at 2.0 MW.
- 5) Type of Generating Unit: Battery.
- 6) Metering and Telemetry Equipment:
 - A. TDSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain 12.47 kV metering accuracy potential and current transformers and associated metering and telemetry equipment located at the Point of Interconnection.
 - B. TDSP telemetry equipment also will be located at the applicable distribution feeder at Elbow Substation.
 - C. TDSP's metering will be two (2) ERCOT-Polled Settlement (EPS) meters.
 - D. Generator's interconnection with TDSP's facilities shall not interfere with TDSP's metering and telemetry operations.
 - E. TDSP and Generator shall provide metering and telemetry information consistent with ERCOT Requirements applicable to each Party.
 - F. TDSP shall provide accurate modeling information and telemetry to ERCOT for the distribution-level facilities through which Generator's output may be delivered to the ERCOT system. With respect to delivery of Generator's output to the ERCOT system, TDSP will only operate in accordance with modeling information that has been provided to ERCOT.
- 7) Generator Interconnection Facilities (GIF): The GIF include all facilities on the Generator's side of the Point of Interconnection, as shown in the diagrams provided in Exhibit "E", including the communication, system protection, and telemetry equipment described below.
- 8) TDSP Interconnection Facilities (TDIF): The TDIF include all facilities constructed pursuant to this Agreement on the TDSP's side of the Point of Interconnection, as shown in the diagrams provided in Exhibit "E", including the communication, system protection, and telemetry equipment described below and the following facilities:

- A. Recloser
 - B. Gang Operated Switch
 - C. Autotransformers
 - D. Primary Metering
 - E. Meter Cabinet
- 9) Communications Facilities:
- A. TDSP will own and install the necessary communication facilities for (1) provision of SCADA communications to TDSP and Generator, and (2) EPS meter access by ERCOT.
 - B. Generator will own and install the necessary communication facilities for provision of SCADA communications and telemetry to Generator energy management system consistent with ERCOT Requirements.
 - C. All communication facilities shall meet the TDSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TDSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail.
- 10) System Protection Equipment:
- A. TDSP will install a recloser and transfer trip.
 - B. Generator will install a recloser.
 - C. Protection of each Party's system shall meet the TDSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TDSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail.
- 11) Inputs to Telemetry Equipment:
- A. TDSP will provide telemetry inputs consistent with the applicable modeling submitted to ERCOT.
 - B. Generator will provide telemetry required by ERCOT.
- 12) Outage Notifications:
- A. In the event of an unscheduled (forced) outage on the TDIF or relevant TDSP System facilities, the TDSP shall notify the Generator and the relevant Qualified Scheduling Entity ("QSE") and update the ERCOT Outage Scheduler, if applicable. Following restoration of the affected facilities, the TDSP shall notify the Generator that the facilities are ready to be re-energized; following approval of the applicable entities (which may include the Generator, affected QSE, and ERCOT), the TDSP shall proceed with re-energizing the affected facilities. The TDSP shall notify the Generator and QSE when service has been restored.
 - B. In the event of an unscheduled (forced) outage on the GIF of the Plant, the Generator shall notify the TDSP and provide all relevant details of the outage (facilities affected, duration, request for clearance, etc.). The Generator shall update the ERCOT Outage Scheduler in accordance with ERCOT Requirements. If clearance is requested, the Generator shall not perform restoration of affected facilities until the TDSP has notified the Generator that it may proceed with restoration. Following restoration of the affected facilities, the Generator shall

notify the TDSP and request re-energization. Following approval of the applicable entities (which may include the Generator, affected QSE, and ERCOT), the TDSP shall proceed with re-energizing the affected facilities. The TDSP shall notify the Generator and QSE when service has been restored. The Generator shall be responsible for the costs incurred by the TDSP in connection with such restoration of service.

- C. In the event of a scheduled outage on the TDIF or relevant TDSP System facilities, the TDSP shall notify the Generator no less than seven (7) days prior to the scheduled outage. The TDSP also shall notify the relevant QSE and update the ERCOT Outage Scheduler. When the facilities are ready for re-energization, the TDSP shall notify the Generator. Following approval of the applicable entities (which may include the Generator, affected QSE, and ERCOT), the TDSP shall proceed with re-energizing the affected facilities. The TDSP shall notify the Generator and QSE when service has been restored. Notwithstanding anything to the contrary herein, the Generator shall comply with the TDSP's instructions to be taken off-line for TDSP's scheduled outages, and the TDSP shall have authority to open breakers and take such other action as may be necessary for scheduled outages.
- D. In the event of a scheduled outage on the GIF or the Plant, the Generator shall notify the TDSP no less than seven (7) days prior to the requested outage and provide all relevant details of the outage (facilities affected, duration (including requested start and end dates), request for clearance, etc.). The Generator shall update the ERCOT Outage Scheduler in accordance with ERCOT Requirements. When the facilities are ready for re-energization, the Generator shall notify the TDSP. Following approval of the applicable entities (which may include the Generator, affected QSE, and ERCOT), the TDSP shall proceed with re-energizing the affected facilities. The TDSP shall notify the Generator and QSE when service has been restored. The Generator shall be responsible for the costs incurred by the TDSP in connection with such outage and restoration of service.
- E. The foregoing procedures may be supplemented and/or amended from time to time by the TDSP. Any such supplement or amendment shall be effective upon the TDSP providing written notice to the Generator.
- F. To the extent permitted by applicable legal authorities, the TDSP shall not be liable for any costs, expense, losses, damages, or claims resulting from errors or omissions in providing or processing outage notifications hereunder.
- G. The contact information for outage notifications is set forth in Exhibit "D".
- H. In addition to the foregoing outage notification provisions, in the event of a scheduled or unscheduled (forced) outage on the GIF or the Plant, Generator shall provide any notifications of the outage that are required of the Generator pursuant to ERCOT Requirements.

13) Supplemental Terms and Conditions, if any:

- A. When operating as a generation resource, Generator shall comply with ERCOT's Operating Protocols with regard to voltage ride through capabilities, voltage support, and reactive support.
- B. When operating as a load, Generator shall provide appropriate reactive compensation to ensure a minimum of 0.95 power factor at the Point of Interconnection with the TDIF.
- C. When operating as a load, Generator shall not have more than a 4% flicker.
- D. TDSP shall not enter onto or otherwise access the facilities owned and operated by Generator without Generator's consent, and Generator shall not enter onto or otherwise access the facilities owned and operated by TDSP without TDSP's consent. Such consent must be in writing except in emergency situations.

14) Special Operating Conditions, if any: None.

15) Diagram(s): See one-line and additional diagrams provided in Exhibit "E".

16) Unless otherwise stated, any change in any of the foregoing information or the attached diagrams shall be subject to the mutual written agreement of the Parties; no such change shall be effective unless agreed to in writing signed by both Parties, provided, however, that in the event that TDSP identifies a need for a change in any of the foregoing equipment due to operational considerations, TDSP shall identify the required change and the Parties shall negotiate in good faith to amend this Exhibit "C".

Exhibit "D"
Notice Information

Date: March-30, 2017	
(a) With the exception of outage notifications, which are addressed in subsections (b) and (c) below, 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:	
<p>If to TDSP</p> <p>Sharyland Utilities, L.P. Attn: Distribution Operations Center 1400 W. Business 20 P.O. Box 700 Stanton, TX 79782 24 Hour Telephone: (432) 756-3694 Operational/Confirmation Fax: (432) 756-2619 E-mail: doc@sharyland.com</p>	<p>If to Generator</p> <p>NRG Texas Power LLC Attn: Generation Control Supervisor Suite 2100 1201 Fannin St. Houston, Texas 77002 24 Hour Telephone: (713) 537-3700 or (713) 537-3701 Operational/Confirmation Fax: (713) 537-3750 E-mail: <u>RealTimeDesk@nrg.com</u></p>
(b) All notifications of planned outages shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:	
<p>If to TDSP</p> <p>Sharyland Utilities, L.P. Attn: Distribution Operations Center 1400 W. Business 20 P.O. Box 700 Stanton, TX 79782 24 Hour Telephone: (432) 756-3694 Operational/Confirmation Fax (432) 756-2619 E-mail: doc@sharyland.com</p>	<p>If to Generator</p> <p>NRG Texas Power LLC Attn: Day Ahead Desk Suite 2100 1201 Fannin St. Houston, Texas 77002 24 Hour Telephone: (713) 537-3204 or (713) 537-3710 Operational/Confirmation Fax: (713) 537-3750 E-mail: DayAheadDesk@nrg.com</p> <p>If to QSE</p> <p>NRG Texas Power LLC Attn: Day Ahead Desk Address: Suite 2100 1201 Fannin St. Houston TX 77002 24 Hour Telephone: (713) 537-3204 Operational/Confirmation Fax: (713) 537-3750 E-mail: DayAheadDesk@nrg.com</p>

(c) All notifications of unscheduled (forced) outages shall be communicated via telephone as follows:	
<p>If to TDSP</p> <p>Sharyland Utilities, L.P. Distribution Operations Center 24 Hour Telephone: (432) 756-3694 Additional Telephone: 1-800-545-4513</p>	<p>If to Generator</p> <p>NRG Texas Power LLC 24 Hour Telephone: (713) 537-3700 Additional Telephone: (713) 537-3701</p> <p>If to QSE</p> <p>NRG Texas Power LLC 24 Hour Telephone: (713) 537-3700 Additional Telephone: (713) 537-3701</p>
(d) Notices of an administrative nature:	
<p>If to TDSP</p> <p>Sharyland Utilities, L.P. Attn: VP, Major Construction & Engineering 1807 Ross Avenue, Suite 460 Dallas, TX 75201 Phone: (214) 978-8958 Fax: (214) 978-8810 E-mail: mark.meyer@sharyland.com</p>	<p>If to Generator</p> <p>NRG Texas Power LLC Attn: Heddie Lookadoo Suite 2100 1201 Fannin St. Houston, Texas 77002 Phone: (713) 537-2040 Fax: (713) 537-3949 E-mail: Heddie.Lookadoo@nrg.com</p>
(e) Notice for statement and billing purposes:	
<p>If to TDSP</p> <p>Sharyland Utilities, L.P. Attn: Accounts Payable 1031 Andrews Hwy, Suite 400 Midland, TX 79701 Phone: (432) 683-5422</p>	<p>If to Generator</p> <p>NRG Texas Power LLC Attn: Heddie Lookadoo Suite 2100 1201 Fannin St. Houston, Texas 77002 Phone: (713) 537-2040</p>

A Party may change any of its foregoing notice information by providing written notice to the other Party, in accordance with the terms of the Agreement.

Exhibit "E"
Facilities Extension Agreement

Submitted as Confidential