

Control Number: 35077



Item Number: 766

Addendum StartPage: 0



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Thomas J. Yamin  
Sr. Manager Regulatory Transmission  
and Planning  
External Affairs

November 6, 2017

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

**RE: Subject: Project No. 35077–Oncor Electric Delivery Company’s Transmission  
Contract Filing Pursuant to Subst. Rule 25.195(e)**

Find attached an Interconnection Agreement between Oncor Electric Delivery Company LLC and Texas Big Spring, L.P., dated October 6, 2017, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed agreement contains slight deviations from the Commission-approved standard generation interconnection agreement (SGIA), Oncor Electric Delivery has prepared this letter explaining the changes and request that it be filed with the aforementioned interconnection agreement.

- The Interconnection Agreement between Oncor Electric Delivery Company LLC and Texas Big Spring, L.P. has been modified to replace the term “senior secured debt” with “senior long term debt” and replace the term “Standard & Poor’s” with “Standard & Poor’s or Moody’s Investor’s Service”, “Standard & Poor’s and Moody’s Investor’s Service”, and “Standard & Poor’s and Moody’s Investor’s Service”, respectively, in Exhibit “A”, Article 7, INSURANCE, Subsection 7.1.J.
- The definition for “ISO” has been deleted and all references to “ISO” have been changed to “ERCOT”. The following language in Exhibit “A”, Article 5, Subsection 5.2, Control Area has been deleted, “At least six months before Trial Operation, the Generator shall notify the TSP in writing of the Control Area in which it will be located. If the Generator elects to be located in a Control Area other than the Control Area in which the 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

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766

November 6, 2017

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and implemented on a schedule necessary to meet the Trial Operation date specified in Exhibit 'B'", and replaced with "The Parties acknowledge and agree that the Control Area in which the Plant is located within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with the ERCOT Requirements."

- The following language in Exhibit "A", Article 6, Subsection 6.2 Data Submission by TSP, "The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation...", has been modified to read, "Upon request, the TSP shall provide to the Generator within a reasonable period of time, ...."
- The following language in Exhibit "A", Article 6, Subsection 6.3 Data Submission by Generator, "The initial data submission by the Generator, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation...", has been modified to read, "Upon request, the Generator shall provide Plant data to the TSP within a reasonable period of time, ...."

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas J. Yamin". The signature is fluid and cursive, with the first name "Thomas" and last name "Yamin" clearly distinguishable.

Thomas J. Yamin

TJY/tlw

Enclosure

# **INTERCONNECTION AGREEMENT**

**TEXAS BIG SPRING, L.P.**

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## GENERATION INTERCONNECTION AGREEMENT

This Generation Interconnection Agreement is made and entered into this 6<sup>TH</sup> day of DECEMBER, 2017, between Oncor Electric Delivery Company LLC, a Delaware limited liability company (as successor in interest to Texas Utilities Electric Company) ("Transmission Service Provider") and Texas Big Spring, L.P. (formerly known as New World Power Texas Renewable Energy Limited Partnership) ("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 owns and operates the Plant. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall maintain an interconnection between Generator's Plant and Transmission Service Provider's System.

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

The Parties were successors to that certain Renewable Resource Energy Purchase Agreement between Texas Utilities Electric Company and New World Power Texas Renewable Energy Limited Partnership dated September 13, 1994, as amended, severed, modified, supplemented, and/or restated from time to time, which expired according to its terms on May 19, 2014.

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

- A. The "Terms and Conditions of the Generation Interconnection Agreement" attached hereto as Exhibit "A";
- B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
- C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
- D. The Interconnection Details attached hereto as Exhibit "B"; and
- E. The "Notice and EFT Information of the Generation Interconnection Agreement" attached hereto as Exhibit "C".

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.

ONCOR ELECTRIC DELIVERY  
COMPANY LLC

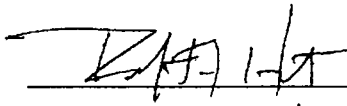
TEXAS BIG SPRING, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ROBERT F. HOLT

Print or type  
DIRECTOR, TRANSMISSION SVCS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Jeff Cast

Managing Director

**EXHIBIT "A"**  
**TERMS AND CONDITIONS OF THE**  
**GENERATION INTERCONNECTION AGREEMENT**

**ARTICLE 1. DEFINITIONS**

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

1.1 "Control Area" shall have the meaning described in PUCT Rule 25.5(19) or its successor.

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

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

1.4 "GIF" shall mean the Generator's interconnection facilities as described in Exhibit "B".

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

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

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

1.8 "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 "B" of this Agreement.

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

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

1.11 "System Protection Equipment" shall mean those facilities located within the TIF and the GIF as described in Section 4.5 and Exhibit "B".

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



1.13 “TSP” shall mean the Transmission Service Provider.

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

## **ARTICLE 2. TERMINATION**

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

- A. the Generator may terminate this Agreement after giving the TSP thirty (30) days advance written notice; or
- B. the Parties may mutually agree to terminate this Agreement (subject to Governmental Authority approval, if required); or
- C. either Party may terminate this Agreement in accordance with Section 8.6.

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

## **ARTICLE 3. REGULATORY FILINGS**

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

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

## **ARTICLE 4. INTERCONNECTION FACILITIES AND EQUIPMENT**

4.1 Ownership of Facilities. The ownership of the GIF and the TIF by each of Generator and TSP, respectively, shall be as provided in Exhibit “B” to this Agreement. Exhibit “B” shall also define the Point of Interconnection at which the GIF and the TIF interconnect.

4.2 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the GIF and the TIF. The Parties shall exchange information

regarding the design of the GIF and the TIF to ensure compatibility of the GIF to the TSP System.

4.3 Equipment Changes. For facilities not described in Exhibit "B", 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.

4.4 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 and data to be telemetered are described in Exhibit "B".

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

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

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

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

F. 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.

G. 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.

#### 4.5 System Protection and Other Controls Requirements.

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

B. The Generator shall be responsible for protection of the GIF consistent with ERCOT Requirements.

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 4.5.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 and Exhibit "B". 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. 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.

4.6 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 5. OPERATION AND MAINTENANCE

5.1 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. The Generator will own, operate, test and maintain the GIF at its sole cost and expense, and the TSP will own, operate, test and maintain the TSP System at its sole cost and expense. 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. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, the Control Area(s) in which the Plant and the TSP are located, and the Generator and will be conducted in accordance with ERCOT Requirements.

5.2 Control Area. The Parties acknowledge and agree that the Control Area in which the Plant is located within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with the ERCOT Requirements.

5.3 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and the Generator regarding any facilities located on the other Party's property shall be addressed in a separate, duly executed and recorded easement. 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.

5.4 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the Plant under the conditions specified therein. The Generator will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

5.5 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 "B".

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

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

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

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

## **ARTICLE 6. DATA REQUIREMENTS**

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

6.2 Data Submission by TSP. Upon request, the TSP shall provide to the Generator within a reasonable period of time, transmission system data necessary to allow the Generator to meet any system protection and stability requirements.

6.3 Data Submission by Generator. Upon request, the Generator shall provide Plant data to the TSP within a reasonable period of time, including a completed copy of the following forms submitted to ERCOT pursuant to ERCOT's generation interconnection procedure: (1) Plant description/data and (2) generation stability data. Upon the Generator's request, the TSP shall

supply the Generator with any data for the Generator's Plant(s) in the possession of the TSP, and the Generator shall review, revise, and supplement such data as necessary to accurately model the Generator's Plant(s) in electrical studies, and shall provide such revisions and supplements to the TSP and ERCOT. Data submissions shall be "as-built" data or "as-tested" performance data. Data submitted for stability models shall be compatible with the ERCOT standard models. If there is no compatible model, the Generator will work with an ERCOT-designated consultant to develop and supply a standard model and associated data. Data submissions by the Generator shall be made to both the TSP and ERCOT.

6.4 Data Supplementation. The Generator shall provide the TSP and ERCOT any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection, or operating requirements. The Parties shall provide such data no later than 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.

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

## **ARTICLE 7. INSURANCE**

7.1 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, , 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 include 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 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 long term debt is rated at investment grade, or better, by Standard & Poor's or Moody's Investor's Service. For any period of time that a Party's senior long-term debt is unrated by Standard & Poor's and Moody's Investor's Service or is rated at less than investment grade by Standard & Poor's and Moody's Investor's Service, such Party shall comply with the insurance requirements applicable to it under Sections 7.1.A through 7.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 7.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 7.1.A through 7.1.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 8. MISCELLANEOUS**

### **8.1 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.

8.2 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.

8.3 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.

8.4 Notices. Except as otherwise provided in Exhibit "C", 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 "C" attached to this Agreement. Either Party may change the notice information on Exhibit "C" by giving five (5) business days written notice prior to the effective date of the change.

8.5 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 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.

#### 8.6 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 8.6 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 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, 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.

8.7 Intrastate Operation. The operation of the Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. The Generator will not be prohibited by this Section from interconnecting the Plant with facilities operated by the 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.

8.8 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.

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

8.10 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.

8.11 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.

8.12 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.

8.13 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.

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

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

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

AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

10.17 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned, or delayed.

8.18 Severability. If any provision in this Agreement is finally determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

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

8.20 Invoicing and Payment. Unless the Parties otherwise agree, 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 "C".

8.21 Confidentiality.

A. Subject to the exception in Section 8.21.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 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"**  
**INTERCONNECTION DETAILS**

1. Name: **Texas Big Spring, L.P.**
2. Point of Interconnection location: The Point of Interconnection is located in Howard County, Texas, at the Signal Mountain 69 kV station in TSP's Chalk to Big Spring 69 kV transmission line. The Signal Mountain 69 kV station is located near the following latitude and longitude coordinates: Latitude 32.207374, Longitude -101.387943. Specifically the Point of Interconnection shall be defined as the points where Generator's jumpers connect to TSP's 69 kV transmission line on Generator's dead-end structure located in Generator's substation yard.
3. Delivery Voltage: **69 kV**
4. Number and size of Generating Units:
  - 42 ea. - Vestas Wind Turbines, model #V 47**
  - 4 ea. - Vestas Wind Turbines, model # V 66**
  - Gross Capacity: 40 MW**

The Parties will amend this Exhibit "B" as necessary to reflect any changes Generator makes to the number and size of generating units.

5. Type of Generating Units:
  - Wind Turbines**

The Parties will amend this Exhibit "B" as necessary to reflect any changes Generator makes to the manufacturer, model, or type of generating units.

6. Metering and Telemetry Equipment: Metering (voltage, location, losses adjustment due to metering location, and other), telemetry, and communications requirements shall be as follows:
  - a. TSP shall, in accordance with ERCOT Requirements and Good Utility Practice own, operate, inspect, test, calibrate, and maintain **69 kV** metering accuracy potential and current transformers and associated metering and telemetry equipment (including a remote telemetry unit or "RTU") located in the TIF. A one-line diagram showing TSP's ERCOT-polled settlement ("EPS") metering location is attached to this Exhibit "B" as Attachment 1. TSP will connect its EPS primary meters to its RTU via a communication link. Primary EPS metering data may be made available to Generator via a Generator-owned communication link connected to TSP's RTU, using TSP's available RTU protocol. Such data, if provided to Generator, will be for Generator's informational purposes only. Generator shall not rely on such data, as the primary source, for the metering data addressed in Section 6(b) of this Exhibit "B" below, or for any other scheduling or operational purposes. TSP makes no guarantee of the quality or availability of

such data. The provisions of Exhibit "A", Section 4.4.F., shall not apply to TSP's RTU.

- b. Generator shall, in accordance with Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the necessary metering potential and current transformers and associated metering and telemetry equipment in the GIF and/or Plant to satisfy the ERCOT Requirements for the provision of metering data by Generator's "Qualified Scheduling Entity".
- c. Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the metering and telemetry equipment (including an RTU or other equipment acceptable to TSP) to supply all electrical parameters of the Plant and GIF, as specified in the SCADA Table in Attachment 2 to this Exhibit "B", to TSP at a location designated by TSP.
- d. Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Generator's Plant with the transmission system. Generator will directly make arrangements to procure and will bear the procurement, installation and ongoing costs of items (i) and (ii) below. The communications facilities will include:
  - (i) one private line voice circuit (an off-premise extension of TSP's PBX) in the Control Center referenced in Section 12(b) below, as shown on Exhibit C. The telephone handset for this voice line will be located in the Control Center such that personnel responsible for controlling voltage of the Plant will have continuous, ready access to the handset to receive calls from the TSP's control center.
  - (ii) one communication path, acceptable to TSP, that will deliver the Generator switchyard data specified in Attachment 2 to Exhibit "C" from Generator's RTU (using an RS-232 output) to TSP's control center. Generator shall use DNP 3.0 protocol (or other protocol acceptable to TSP). The communication path shall avoid the use of the public internet. TSP will provide rack space at a location designated by TSP for Generator's communication interface equipment.
- e. Each Party shall test its metering, telemetry, and communications equipment in accordance with ERCOT Requirements and Good Utility Practice. Each Party shall give the other Party reasonable advance notice of such testing. Each Party shall have the right to observe testing performed by the other Party.
- f. Any changes to Generator's metering, telemetry, and communication equipment, including meters, voltage transformers, current transformers, and associated RTU,



panels, hardware, conduit and cable, that will affect the data being received by TSP hereunder must be mutually agreed to by the Parties.

- g. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry, or communications equipment or related situation that requires attention and/or correction by the other Party.

- 7. Generator Interconnection Facilities: The GIF shall include the following facilities. (See the attached one-line diagram in Attachment 1 of this Exhibit "B")

Generator Switchyard Facilities

- (1 ea.) Circuit Switcher 69 kV
- (Lot) Switch, air break, 69 kV,
- (Lot) CCVT or PT, 69 kV
- (Lot) Surge Arrester, 69 kV
- (1 ea.) Supervisory equipment, SCADA RTU
- (Lot) Control / Relaying Panel
- (Lot) Fault Recording Equipment
- (Lot) Metering, Telemetry, and Communications Equipment
- (Lot) Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the GIF

Power Factor During No Generation Periods. Generator will install facilities, as necessary, so as to be capable of achieving a power factor between .95 lagging and .95 leading, as measured at the Point of Interconnection, at all times when the Plant is not producing real power. Generator will provide, for review and comments, written documentation to TSP specifying the design details of all equipment (including size, number, and location of any capacitors and/or reactors) which it will install to meet these requirements. After Generator completes the engineering design of such facilities, the Parties will amend this Agreement to include such facilities as part of the GIF.

The above list is not intended to be a complete list of all facilities that are part of the GIF.

- 8. Transmission Service Provider Interconnection Facilities: The TIF shall include the following facilities. (See the attached one-line diagram in Attachment 1 of this Exhibit "B")

- (Lot) Tap structure in the Big Spring-Chalk 69 kV transmission line with three sectionalizing switches
- (3ea.) CCVT, 69 kV
- (3ea.) CT, 69 kV
- (Lot) 69 kV transmission line from tap structure located at Frame #7/6 in Big Spring – Chalk 69 kV transmission line to the adjacent Oncor 69 kV switchyard (50 feet)

- (Lot) 69 kV Switchyard consisting of dead-end structures, relaying equipment, RTU, metering, and relay house
- (Lot) Line relay panels at Big Spring and Chalk
- (Lot) Transmission right-of-way from tap point to switchyard, access road from Generator road to Transmission Service Provider 69 kV switchyard, and property provided for 69 kV switchyard
- (Lot) 9.2 MVAR 69 kV capacitor bank at the Big Spring Substation

Approximately one and one half miles of distribution line to provide station service power to the Oncor 69 kV switchyard.

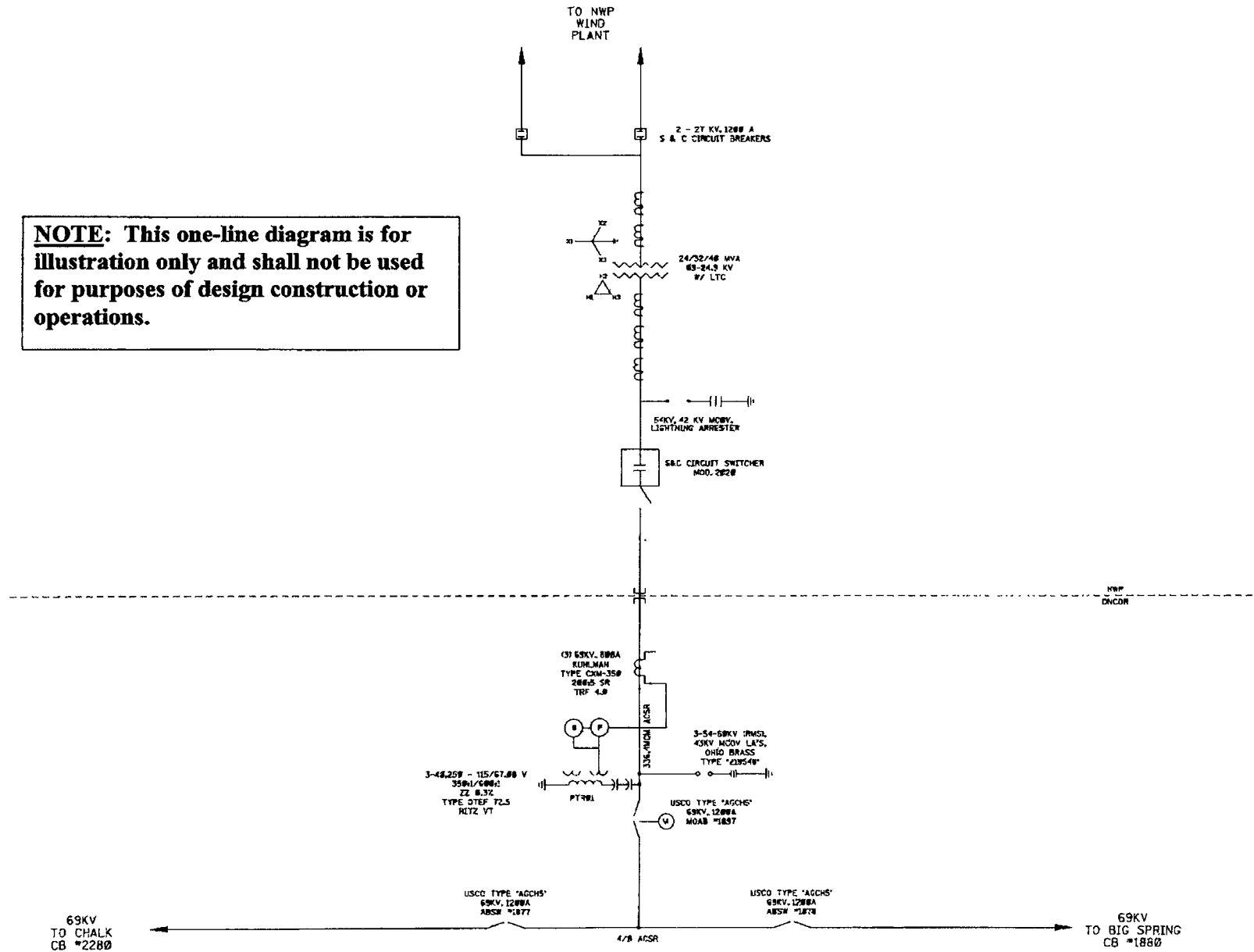
The above lists are not intended to be complete lists of all facilities that are part of the TIF.

9. Communications Facilities: See Section 6 of this Exhibit "B" above.
10. System Protection Equipment: See Section 5.6 of Exhibit "A" and Attachment 3 to this Exhibit "B".
11. Inputs to Telemetry Equipment: See Attachment 2 to this Exhibit "B".
12. Supplemental Terms and Conditions:
  - a. For additional supplemental terms and conditions, see Attachments 1, 2, and 3 to this Exhibit "B".
13. Special Operating Conditions:

If it becomes necessary to examine the need and feasibility of a special ERCOT-approved operating arrangement such as a remedial action plan or special protection system for the Plant, TSP and ERCOT will examine the need and feasibility of such arrangements in cooperation with the Generator. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities to be operational for the duration of the period where such remedial action plan or special protection system may be necessary.

**Attachment 1 to "Exhibit B"**  
**ONE LINE DIAGRAM**  
**SIGNAL MOUNTAIN 69 KV STATION**

**NOTE:** This one-line diagram is for illustration only and shall not be used for purposes of design construction or operations.

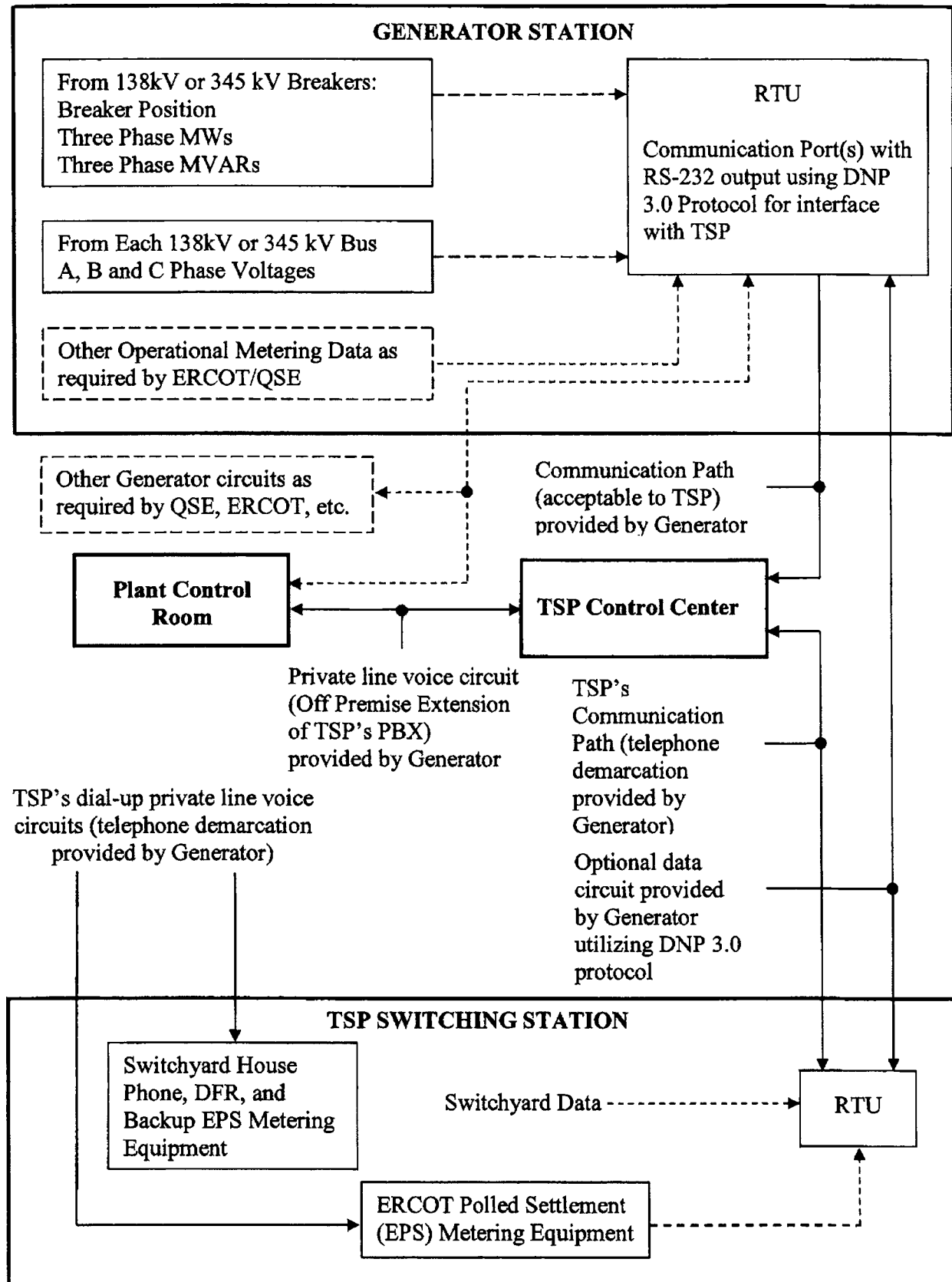


**Attachment 2 to Exhibit "B"**  
**SCADA TABLE**  
**INFORMATION REQUIRED BY TSP FROM GENERATOR**

<u><b>GIF DEVICE/BUS</b></u>	<u><b>DATA REQUIRED</b></u>
Each 69 kV Breaker	Status indication, three phase megawatts, and three phase megavars (Dry type breaker "A" contacts required for indication and 0 - 1 milliamp analog signal required for megawatt and megavar information)
Each 69 kV Bus	A, B and C Phase voltages (0 - 1 milliamp analog signal required for voltage information)

Note: The SCADA Table above does not include real-time operational metering data or other data required by ERCOT from the Generator or its Qualified Scheduling Entity.

**Attachment 2A to Exhibit "B"**  
**COMMUNICATION GUIDELINE**



### **Attachment 3 to Exhibit "B"**

#### **SYSTEM PROTECTION REQUIREMENTS**

In addition to the provisions of Sections 4.5 and 5.1 of this Agreement, the following provisions shall apply with respect to system protection issues. To the extent there is a conflict between Sections 4.5 or 5.1 of this Agreement and this Attachment 3 to Exhibit "B", the provisions of this Attachment 3 to Exhibit "B" shall apply.

Generator and TSP shall design, install, operate, maintain, and test system protection equipment consistent with the applicable criteria as described in the ERCOT Requirements and any applicable requirements of Governmental Authorities, including NERC Reliability Standards. To the extent necessary to comply with the testing provisions of these requirements, including the time intervals of such requirements, the circuit breakers in the TIF will be tripped during the required testing, and thus may require an outage or reduction of generation at the Plant. Generator shall, at its expense, provide modifications or additions to its control and protective equipment required to comply with changes in ERCOT Requirements or requirements of Governmental Authorities, including complying with NERC Reliability Standards.

Generator, using Good Utility Practice, shall install sufficient digital fault recording equipment to thoroughly analyze all system disturbances occurring on the GIF and the Plant and to thoroughly analyze the Plant and GIF performance during system disturbances on the ERCOT system. This equipment shall monitor the voltages at major nodes, current at major branches, breaker and switch positions, and dc logic in the relay control scheme.

Generator shall not modify its System Protection Equipment, at any time during the term of this Agreement, without first submitting such planned modifications to TSP for review. Such review by TSP will be for the limited purpose of determining if Generator's System Protection Equipment is compatible with TSP's System Protection Equipment. Planned modifications to Generator's System Protection Equipment required to be submitted by Generator to TSP hereunder shall include, but shall not necessarily be limited to:

- 1) Design components: scheme types, one line diagram, relay functional, type of protective relays and associated communication equipment, and trip circuit diagrams for the interconnection breakers.
- 2) Device settings and other information: device settings, CT and VT/CCVT information, transformer connection configuration, transformer tap position(s) and associated positive

and zero sequence impedances, transmission line positive and zero sequence impedances, and generator impedances, including the saturated sub-transient impedance, when appropriate.

TSP shall specify system protection and control schemes for the Point of Interconnection. Generator shall have the right to review and comment on such schemes and TSP shall consider Generator's comments when determining such schemes. Generator will install and maintain System Protection Equipment that is compatible with TSP's System Protection Equipment. TSP will work with the Generator to coordinate the establishment of the relay settings for System Protection Equipment owned by both Generator and TSP associated with the Point of Interconnection.

If the GIF facilitates the interconnection of generators to the Southwest Power Pool (or any other reliability council other than ERCOT), Generator will utilize open circuit breakers and air-break switches (which provide visible open indication) as a means of isolating such generators from ERCOT prior to switching them to such other reliability council.

Generator will design, construct, and operate its electrical facilities such that all unit auxiliary power sources will come from the same reliability council to which the unit output is connected.

**EXHIBIT "C"**  
**NOTICE AND ELECTRONIC FUNDS TRANSFER INFORMATION OF THE  
GENERATION INTERCONNECTION AGREEMENT**

**(a) Dispatch Center Communications:**

**If to Transmission Service  
Provider:**

Fax number at TSP control center:  
(214) 273-6884

24/7 Telephone at TSP control  
center: (214) 743-6897

**If to Generator (see the provisions of Exhibit C,  
section 12(b)):**

Fax number at Generator Control Center: N/A

Off Premise Exchange Number for Generator  
Control Center: 661-822-2440

Other Generator Control Center 24/7 Number:  
432-222-9881

**(b) Notices of an administrative nature:**

**If to Transmission Service Provider:**

Oncor Electric Delivery Company LLC

Attn: Terry Preuninger  
2233 B Mountain Creek Parkway  
Dallas, Texas 75211-6711  
Fax: (972) 263-6710  
Phone: 214-743-6812  
E-mail: Terry.Preuninger@oncor.com

**If to Generator:**

Texas Big Spring, LP c/o Terra-Gen Operating  
Company, LLC

Attn: Tim Curley  
437 Madison Avenue, 22<sup>nd</sup> Floor, Suite A  
New York, New York 10022  
Fax: 646-829-3901  
Phone: 646-829-3910  
E-mail: tcurley@terra-gen.com

**(c) Notice for statement and billing purposes:**

**If to: Transmission Service Provider**

Oncor Electric Delivery Company LLC

Attn: Terry Preuninger  
2233 B Mountain Creek Parkway  
Dallas, Texas 75211-6711  
Phone: 214-743-6812  
E-mail: Terry.Preuninger@oncor.com

**If to Generator:**

Texas Big Spring, LP c/o Terra-Gen Operating  
Company, LLC

Attn: Tim Curley  
437 Madison Avenue, 22<sup>nd</sup> Floor, Suite A  
New York, New York 10022  
Phone: 646-829-3910  
E-mail: tcurley@terra-gen.com

**(d) Information concerning Electronic Funds Transfers:**

**If to: Transmission Service Provider**

JPMorgan Chase Bank

Houston, Texas  
ABA No. 021000021

**If to Generator:**

Deutsche Bank

ABA No. 021-001-033



For credit to:  
Oncor Electric Delivery Company LLC  
Account No.08806169791

For credit to:  
PORT SA5367.1  
Account No. 01419647  
Account Name: NYLTD Funds Control -  
Terra-Gen 2014 Revenue Account