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AMENDMENT NO. 3 TO
INTERCONNECTION AGREEMENT

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This Amendment ("Amendment") to the Interconnection Agreement, dated January 10, 2013, between Oncor Electric Delivery Company LLC ("Oncor"), a Delaware limited liability company and Texas-New Mexico Power Company ("TNMP" or "Customer") ("Agreement") is made and entered into this 18TH day of December, 2015 between Oncor and TNMP, individually referred to hereinafter as a Party and collectively as Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

Facility Schedule No. 21 attached to the Agreement is deleted in its entirety and Facility Schedule No. 21 to this Amendment is hereby added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

Oncor Electric Delivery Company LLC

Texas-New Mexico Power Company

BY: [Signature]
NAME: JERRY PREUNINGER
TITLE: SR DIRECTOR
DATE: 1/6/2016

BY: [Signature]
NAME: James Neal Walker
TITLE: President, TNMP
DATE: 12-18-15

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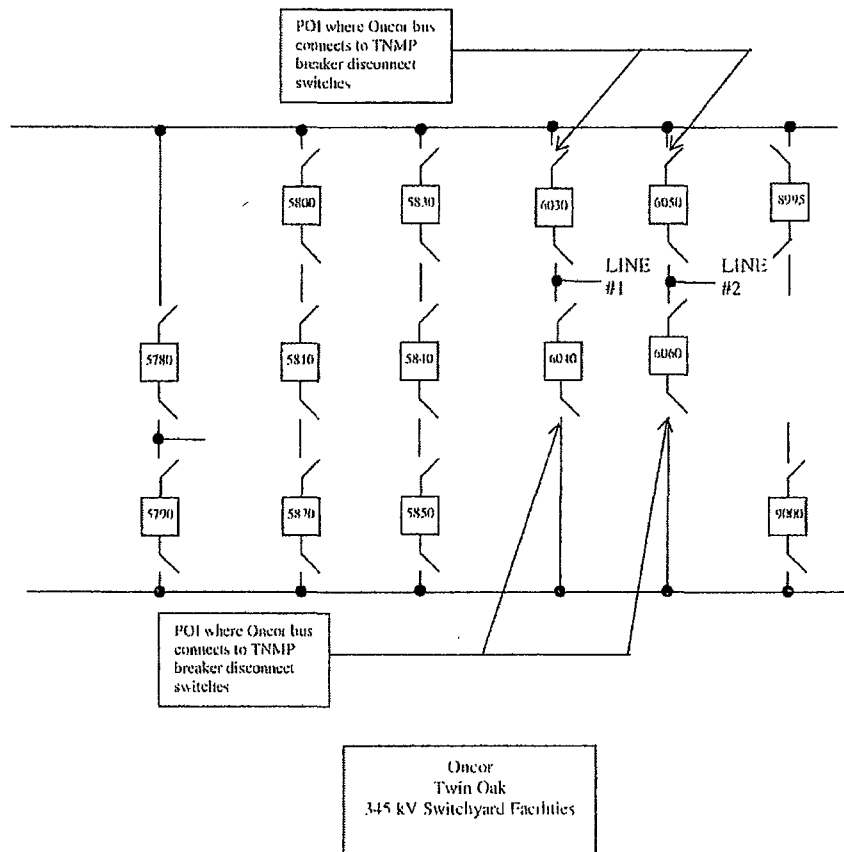
FACILITY SCHEDULE NO. 21

1. **Name:** Twin Oak 345 kV
2. **Point of Interconnection location:**
There are four Points of Interconnection in the Oncor Twin Oak Switching Station ("Oncor's Station") in Robertson County, Texas, two to the South bus and two to the North bus. The Points of Interconnection are located where the Oncor jumpers connect to the TNMP breaker disconnect switches in Oncor's Station (See attached one-line diagram).
3. **Delivery voltage:** 345 kV
4. **Metering (voltage, location, losses adjustment due to metering location, and other):** N/A
5. **Normally closed (check one):**
North Bus: X Yes / No
South Bus: X Yes / No
6. **One line diagram attached (check one):** X Yes / No
7. **Facilities to be furnished by Oncor:**
 - a. The land and facilities constituting Oncor's Station, except as otherwise noted in the attached one line diagram or Item 8 of this Facility Schedule.
 - b. The jumpers that tie the Oncor bus to the TNMP owned breaker disconnect switches.
 - c. Communications circuits from Oncor's Station to the Oncor microwave tower necessary for relaying and communications.
 - d. A port in the RTU for TNMP to poll.
 - e. 3/8" static wire.
8. **Facilities to be furnished by TNMP:**
 - a) Two 345 kV transmission circuits from TNMP's TNP One station to Oncor's Station ("Transmission Circuits")
 - b) Two dead-end structures within Oncor's Station and associated facilities to terminate the Transmission Circuits into Oncor's Station.
 - c) Four 345 kV transmission line breakers and associated disconnect switches in Oncor's Station.
 - d) Relay protection including cables, conduit, and instrument transformers for the Transmission Circuits.
 - e) One set of potential, current devices, and arrestors for each of the Transmission Circuits.
 - f) Buswork including supports, insulators, connectors, hardware, protection, concrete, and bus work on TNMP's side of the Points of Interconnection in Oncor's Station to connect to Oncor bus work.
 - g) Communication and telemetry facilities necessary at Oncor's Station for TNMP's control center to monitor flow between the Parties using TNMP's current transformers on the Transmission Circuits and TNMP's voltage transformers on the bus.
 - h) TNMP control house (See Exhibit A attached).
9. **Cost Responsibility:**
Each Party shall be responsible for all costs it incurs associated with facilities it owns at, connected to, or associated with, the Point of Interconnection, including, but not limited to, costs

associated with the ownership, engineering, procurement, construction, operation, maintenance, replacement, repair and testing of such facilities provided, however, that this Item 9 is subject to Article VI, Section 6.1 of this Agreement (Indemnification). This Item 9 shall not relieve either Party of its respective obligation under that section.

10. **Supplemental terms and conditions attached (check one):** X Yes / No
- a. TNMP's telecommunications with its equipment at Oncor's Station will be via its interface with the Oncor microwave system pursuant to the Microwave Installation and Maintenance Agreement between Texas Utilities Electric Company and Texas New Mexico Power Company for Facilities at Twin Oak Microwave Site dated December 20, 1989.
 - b. Oncor will provide ingress and egress to the TNMP facilities located within Oncor's Station.
 - c. The Parties affirm that no provisions of that agreement entitled Interconnection and Transmission Wheeling Agreement Between Texas Utilities Electric Company and Texas-New Mexico Power Company dated May 14, 1990 are in effect.
 - d. TNMP will provide data to ERCOT, in accordance with ERCOT requirements, via the ERCOT Inter-control Center Communications Protocol (ICCP) network.

Facility Schedule No. 21
ONE LINE DIAGRAM
TWIN OAK SWITCHING STATION



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

Facility Schedule No. 21

EXHIBIT A

