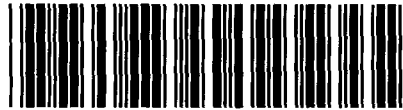


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**PUC PROJECT NO. 35077**

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PUBLIC UTILITY COMMISSION  
FILING CLERK

**Amendment No. 5 to**

**INTERCONNECTION AGREEMENT**

**Between**

**Texas-New Mexico Power Company**

**And**

**Sherbino I Wind Farm LLC and**

**Sherbino II Wind Farm LLC**

**Dated December 21, 2018**

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**AMENDMENT NO. 5  
TO  
INTERCONNECTION AGREEMENT**

This Amendment No. 5 to Interconnection Agreement (this "Amendment") is made and entered into to be effective as of this 21st day of December 2018 (the "Effective Date"), by and among Texas-New Mexico Power Company, a Texas corporation ("TSP"), Sherbino I Wind Farm LLC, a Delaware limited liability company ("Generator"), and Sherbino II Wind Farm, LLC, a Delaware limited liability company ("Additional Generator"). As used herein, TSP, Generator and Additional Generator are sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, TSP and Generator entered into that certain ERCOT Standard Generation Interconnection Agreement dated February 1, 2008, with the Additional Generator joining as a party pursuant to the Joinder Agreement and Amendment No. 3 to Interconnection Agreement dated September 28, 2011 (the "Joinder Agreement and Amendment No. 3") among the Parties, as amended by Amendment No. 1 to ERCOT Standard Generation Interconnection Agreement, dated as of November 4, 2008, Amendment No. 2 to ERCOT Standard Generation Interconnection Agreement, dated as of July 9, 2010, and Amendment No. 4 to Interconnection Agreement, effective as of July 20, 2012 (such ERCOT Standard Generation Interconnection Agreement and all Exhibits and Appendices attached thereto, as the same may be further amended or amended and restated from time to time, the "Interconnection Agreement") (each term contained in this Amendment with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Interconnection Agreement); and

**WHEREAS**, Additional Generator submitted Generation Interconnection Request No. 19INR0120 to ERCOT for the interconnection of 132 MW wind generation in order to repower Unit 2 by replacing the existing Clipper C96 2.5 MW wind turbines currently comprising Unit 2 with Vestas 2.2. MW wind turbines (the "Unit 2 Repower Project");

**WHEREAS**, TSP has performed the necessary full interconnection studies for the Unit 2 Repower Project, and no additional facilities or changes to existing system protection schemes were identified as necessary to accommodate the Unit 2 Repower Project; and

**WHEREAS**, as a result of the sale of Additional Generator by BP Wind Energy North America Inc., the Additional Generator will no longer be an Affiliate (as defined in Section 10.22(B) of the Interconnection Agreement) of Generator; and

**WHEREAS**, the Parties wish to amend the Interconnection Agreement to (i) revise Exhibit C to address the Unit 2 Repower Project, (ii) delete the representation regarding Additional Generator being an Affiliate of Generator set forth in Section 9 of the Joinder Agreement and Amendment No. 3; (iii) identify Sherbino II as the managing generator and

point of contact; and (iv) amend and restate Exhibit D in order to update notice and EFT information for each Party as necessary.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Article 1. Definitions. Article 1 is hereby amended to include the following definition for Unit 2 Repower Project:

1.32 **"Unit 2 Repower Project"** shall mean the replacement of the existing Clipper C96 2.5 MW wind turbines currently comprising Unit 2 with Vestas 2.2 MW wind turbines.

2. Section 4 of Exhibit C. Section 4 of Exhibit C is hereby deleted in its entirety and replaced with the following:

**4. Number and size of Generating Units:**

Unit 1 of the Plant has an aggregate nameplate generating capacity of 150 MW and consists of fifty (50) wind turbine generating units, each with a nameplate generating capacity of 3 MW. The Generator connected Unit 1 in September 2008. The Additional Generator connected Unit 2 in November 2011 with an aggregate nameplate capacity of 150 MW consisting of 60 wind turbine generating units, each with a nameplate capacity of 2.5 MW.

Upon completion of the Unit 2 Repower Project, Unit 2 will have an aggregate nameplate capacity of 132 MW and consist of 60 wind turbine generating facilities, each with a nameplate capacity of 2.2 MW. The Additional Generator anticipates energizing Unit 2 on or before December 2020.

Note that, in connection with the commissioning of Unit 1, AEP Texas North Company ("AEP") completed the enhancements of its transmission system pursuant to the Amended and Restated Agreement for Transmission Engineering, Design, Procurement and Construction Services for Transmission Upgrades to the AEP Texas System, dated January 15, 2008, between AEP and Generator (the "AEP Agreement").

3. Section 5 of Exhibit C. Section 5 of Exhibit C is hereby deleted in its entirety and replaced with the following:

**5. Type of Generating Units:**

Unit 1 consists of 50 Vestas V90 wind turbines. As of the Effective Date, Unit 2 consists of 58 Clipper Liberty C95 wind turbines in operation. Upon completion of

the Unit 2 Repower Project, Unit 2 will consist of 60 Vestas V110-2.2 MW wind turbines.

4. New Section 18 of Exhibit C. A new Section 18 shall be added to Exhibit C:

**18. Unit 2 Repowering Project:**

The TSP has performed the necessary full interconnection studies for the Unit 2 Repower Project and determined that no additional facilities or modification to any existing facilities or requirements identified in Exhibit C (including Metering and Telemetry Requirements, Generation Interconnection Facilities, Generator Transmission Facilities, Generator Switchyard Facilities, TSP Interconnection Facilities and System Upgrades, System Protection Equipment, and Communications Facilities) are required to accommodate the Unit 2 Repower Project.

5. Managing Generator. The Additional Generator shall serve as the managing generator and the single point of contact for the TSP under the Agreement. Accordingly, (a) each reference to the Generator in Sections 3, 4, 5, and 12, and the last two sentences of Section 6, of the Joinder Agreement and Amendment No. 3, shall be amended to refer instead to the Additional Generator, and (b) each reference to the Additional Generator in Sections 3, 4, 5, and 12, and the last two sentences of Section 6, of the Joinder Agreement and Amendment No. 3, shall be amended to refer instead to the Generator.
6. Section 7 of Joinder Agreement and Amendment No. 3. Last sentence of Section 7 of Joinder Agreement and Amendment No. 3 is hereby amended by adding reference to "or the Additional Generator."
7. Section 9 of Joinder Agreement and Amendment No. 3. Section 9 of the Joinder Agreement and Amendment No. 3 is hereby deleted in its entirety and replaced with the following:
9. Each of the Generator and the Additional Generator, jointly and severally, hereby represent and warrant to the TSP that the Additional Generator is the owner of Unit 2.
8. Exhibit D. Exhibit D is hereby deleted in its entirety and replaced with the Exhibit D that is attached hereto as Attachment 1.
9. Miscellaneous.

(a) Reaffirmation of Interconnection Agreement. Any and all of the terms and provisions of the Interconnection Agreement shall, except as amended and modified hereby, remain in full force and effect. Except as expressly set forth herein, this Amendment shall not alter, amend or change the Interconnection Agreement in any manner.

(b) Parties in Interest. All of the terms and provisions of this Amendment shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.


(c) Counterparts. This Amendment may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument. The Parties, need not execute the same counterpart; however, no Party shall be bound by this Amendment until all Parties have executed a counterpart. Executed counterparts in facsimiles or pdfs shall be effective as originals.

(d) Governing Law. This Amendment shall be governed, construed and enforced in accordance with, 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.

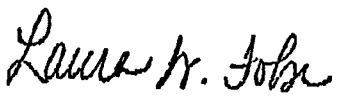
*[Signature pages to follow]*

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

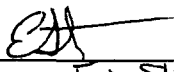
**Texas-New Mexico Power Company**

By:   
Name: Keith Nix  
Title: Vice President, TNP Technical Services and System Reliability

**Sherbino I Wind Farm LLC**

By:   
Name: Laura W. Folse  
Title: President

**Sherbino II Wind Farm LLC**

By:   
Name: Eric Stidman  
Title: Vice President



## ATTACHMENT 1

**Amended and Restated  
Exhibit "D"  
Notice and EFT Information of the ERCOT Standard Generation  
Interconnection Agreement**

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

If to TSP:

Texas-New Mexico Power Company

Attention: Keith Nix  
Telephone: 214/222-4144  
Facsimile: 972/420-7628  
Address: 577 N. Garden Ridge Blvd.  
Lewisville, Texas 75067

If to Additional Generator:

Sherbino II Wind Farm LLC  
c/o BP Wind Energy North America Inc.  
Attention: Katharine Descamps  
Telephone: 832-619-4399  
Address: 201 Helios Way  
Houston, Texas 77079

With a copy to:

Sherbino I Wind Farm LLC  
c/o BP Wind Energy North America Inc.  
Attention: Katharine Descamps  
Telephone: 832-619-4399  
Address: 201 Helios Way  
Houston, Texas 77079

(b) Notices of an administrative nature:

If to TSP:

Texas-New Mexico Power Company

Attention: Keith Nix  
Telephone: 214/222-4144  
Facsimile: 972/420-7628  
Address: 577 N. Garden Ridge Blvd.  
Lewisville, Texas 75067  
E-mail: keith.nex@tnmp.com

If to Additional Generator:

Sherbino II Wind Farm LLC  
c/o BP Wind Energy North America Inc.  
Attention: Katharine Descamps  
Telephone: 832-619-4399  
Address: 201 Helios Way  
Houston, Texas 77079  
Email: katharine.descamps@bp.com

With a copy to:

Sherbino I Wind Farm LLC  
c/o BP Wind Energy North America Inc.

Attention: Katharine Descamps  
Telephone: 832-619-4399  
Address: 201 Helios Way  
Houston, Texas 77079  
Email: katharine.descamps@bp.com

(c) Notice for statement and billing purposes:

If to TSP:

Texas-New Mexico Power Company

Attention: Keith Nix  
Telephone: 214/222-4144  
Facsimile: 972/420-7628  
Address: 577 N. Garden Ridge Blvd.  
Lewisville, Texas 75067  
E-mail: keith.nex@tnmp.com

If to Additional Generator:

Sherbino II Wind Farm LLC  
c/o BP Wind Energy North America Inc.  
Attention: Katharine Descamps  
Telephone: 832-619-4399  
Address: 201 Helios Way  
Houston, Texas 77079

With a copy to:

Sherbino I Wind Farm LLC  
c/o BP Wind Energy North America Inc.  
Attention: Katharine Descamps  
Telephone: 832-619-4399  
Address: 201 Helios Way  
Houston, Texas 77079  
Email: katharine.descamps@bp.com

(d) Information concerning Electronic Funds Transfers:

If to TSP<sup>1</sup>:

If to Additional Generator:

SunTrust Bank  
Richmond, Virginia  
ABA No. 061000104  
Account No. 9443001321  
Account Name: Corporate Agency Services  
Reference: Sherbino I Wind Farm LLC  
Construction Account  
- 7924163  
Attn: Emily Hare 804-782-5400

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<sup>1</sup> TNMP has provided Generator with wire instructions by separate instrument.

(e) All notices, demands and requests required or permitted to be provided pursuant to Exhibit "E" shall be in writing and shall be sent, in accordance with Section 10.4, as follows:

If to TSP:

Texas-New Mexico Power Company

Attention: Keith Nix

Telephone: 214/222-4144

Facsimile: 972/420-7628

Address: 577 N. Garden Ridge Blvd.

Lewisville, Texas 75067

E-mail: keith.nex@tnmp.com

If to Additional Generator:

Sherbino II Wind Farm LLC

c/o BP Wind Energy North America Inc.

Attention: Katharine Descamps

Telephone: 832-619-4399

Address: 201 Helios Way

With a copy to:

Sherbino I Wind Farm LLC

c/o BP Wind Energy North America Inc.

Attention: Katharine Descamps

Telephone: 832-619-4399

Address: 201 Helios Way

Houston, Texas 77079