

## **AGREEMENT FOR EMERGENCY GENERATION SERVICE**

This Agreement for Emergency Generation Service (the “**Agreement**”) is made and entered into as of June 4, 2025 (the “**Effective Date**”), by and between Prime Power Solutions, LLC d/b/a Life Cycle Power (hereinafter, “**Contractor**”), a Delaware limited liability company, and Electric Reliability Council of Texas, Inc. (“**ERCOT**”), a Texas non-profit corporation that has been designated by the Public Utility Commission of Texas (“**PUCT**”) as the independent organization responsible for ensuring the reliability of the ERCOT power region serving the majority of the State of Texas. The Contractor and ERCOT are sometime referred to herein, collectively, as the “**Parties**,” and each of them is sometimes referred to herein, individually, as a “**Party**.”

### Recitals

#### **WHEREAS:**

- A. ERCOT has determined that the proposed retirement of CPS Energy’s V.H. Braunig Units 1, 2, and 3 (“**V.H. Braunig Units 1-3**”) poses a significant risk to the reliability of the ERCOT System because V.H. Braunig Units 1-3 help to mitigate risk of cascading outages associated with the post-contingency overload of certain transmission lines importing power into the greater San Antonio area;
- B. Given that reliability risk, ERCOT has identified a significant reliability need for the use of generation in the greater San Antonio area to relieve loading on the transmission lines importing power into that area;
- C. ERCOT issued a request for proposals (the “**First RFP**”) for alternatives to committing V.H. Braunig Units 1-3 through RMR agreements but received no valid submissions in response;
- D. ERCOT has recommended, and the ERCOT Board of Directors (the “**ERCOT Board**”) has agreed, that ERCOT should commit V.H. Braunig Unit 3 pursuant to an RMR agreement;
- E. The commitment of V.H. Braunig Unit 3 does not eliminate the identified reliability risk;
- F. Contractor owns and operates the Mobile Generators (defined below) and has the capability to provide mobile electric power generation to support grid reliability;
- G. Pursuant to that certain Agreement for Lease of Equipment (Emergency Electric Energy) (as amended, supplemented or otherwise modified from time to time, the “**CNP Lease**”), dated as of December 31, 2021, by and between Contractor and CenterPoint Energy Houston Electric, LLC (“**CenterPoint**”), a lease that runs from 2022 to 2029, Contractor is required to make the Mobile Generators available to CenterPoint for purposes of assisting CenterPoint in the restoration of power following a “widespread power outage” at various sites designated by CenterPoint in CenterPoint’s service territory;

- H. Contractor has been, or will be, released from certain obligations under the CNP Lease to permit Contractor to enter into and perform its obligations under this Agreement;
- I. ERCOT has determined that the Mobile Generators could help further mitigate the identified reliability risks more cost-effectively than committing V.H. Braunig Units 1 and 2 through RMR agreements;
- J. Subject to CenterPoint's release of Contractor's obligations under the CNP Lease to permit Contractor to enter into and perform its obligations under this Agreement, Contractor is willing to enter into this Agreement and make the Mobile Generators available to ERCOT for deployment in accordance with the terms and conditions of this Agreement;
- K. ERCOT conducted a second request for proposal (the "**Second RFP**") for generation solutions that could provide reliability service more cost-effectively than the anticipated cost of contracting with Contractor for use of the Mobile Generators; however, as publicly reported, ERCOT received no valid submissions in response to the Second RFP; and
- L. Based on ERCOT's duty under 16 Texas Administrative Code section 25.361, to "ensure the reliability and adequacy of the regional electrical network," ERCOT has recommended, and the ERCOT Board has agreed, that ERCOT should enter into this Agreement for Contractor to make the Mobile Generators available to ERCOT.

#### Agreements

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

#### **1. Definitions**

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

**"Aggregate Damages Cap Amount"** has the meaning set forth in Section 8.C.

**"Aggregate Damages Termination Date"** means the date on which the aggregate of: (i) the Delayed Start Date Liquidated Damages, if any, with respect to all Mobile Generators, (ii) the HSL Reduction Amounts, if any, with respect to all Mobile Generators, (iii) the Monthly Availability Reduction Amounts, if any, with respect to all Mobile Generators, (iv) the Generation Failure Reduction Amounts, if any, with respect to all Mobile Generators, would have exceeded the Aggregate Damages Cap Amount if limitations set forth in Section 8.C were not applicable.

**"Agreement"** has the meaning set forth in the preamble.

**"Business Day"** means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in Houston, Texas or New York, New York.

**"CenterPoint"** has the meaning set forth in the recitals.

**"CNP Lease"** has the meaning set forth in the recitals.

**“Contractor”** has the meaning set forth in the preamble.

**“COP”** means “Current Operating Plan,” as that term is defined in Section 2.1 of the ERCOT Protocols.

**“CPS Agreements”** means (i) one or more Right of Entry and License Agreements between CPS Energy and Contractor, in form and substance satisfactory to Contractor, pursuant to which CPS Energy grants to Contractor, its employees and authorized agents the right to enter onto and use certain property located at each CPS Energy substation identified in Attachment 1 for the purpose of delivering, installing, fueling, operating, and maintaining, the Mobile Generators, (ii) a Qualifying Scheduling Entity Agreement between CPS Energy and Contractor, in form and substance satisfactory to Contractor, pursuant to which CPS Energy will serve as Contractor’s representative with ERCOT concerning the dispatch of the Mobile Generators and settlement of financial payments related to the reliability service offered by the Mobile Generators to ERCOT, and (iii) one or more interconnection agreements between CPS Energy and Contractor, in form and substance satisfactory to Contractor, to establish the terms and conditions for the interconnection of the Mobile Generators at each CPS Energy substation identified in Attachment 1.

**“CPS Energy”** means the City of San Antonio, acting by and through the City Public Service Board.

**“CPS Energy Tariff”** means, collectively or individually, CPS Energy’s Wholesale Distribution Service Tariff - Rider E14, Distributed Generation Manual, and Electric Service Standards.

**“Delayed Start Date Liquidated Damages”** has the meaning set forth in Section 3.B.

**“Effective Date”** has the meaning set forth in the preamble.

**“ERCOT”** has the meaning set forth in the preamble.

**“ERCOT Board”** has the meaning set forth in the recitals.

**“ERCOT Protocols”** means the document adopted by ERCOT, including any attachments or exhibits referenced therein, as amended from time to time, that contains the scheduling, operating, planning, reliability and settlement (including registration) policies, rules, guidelines, procedures, standards and criteria of ERCOT. The version of the ERCOT Protocols in effect at the time of the performance or non-performance of an action shall govern with respect to such action.

**“ERCOT RIOO System”** means ERCOT’s Resource Interconnection and Ongoing Operations system.

**“ERCOT RUC VDI”** means an ERCOT-issued Reliability Unit Commitment Verbal Dispatch Instruction, with the constituent terms “Reliability Unit Commitment” and “Verbal Dispatch Instruction” having the meanings assigned by Section 2.1 of the ERCOT Protocols.

**“First RFP”** has the meaning set forth in the recitals.

**“Force Majeure Event”** means any circumstance, cause or event, whether of the kind enumerated below or otherwise, beyond the reasonable control of the Party claiming such Force Majeure Event that prevents, delays, hinders or otherwise affects a Party’s performance of its obligations under this Agreement, including, without limitation: any act of God; any accident, explosion, fire, ice, earthquake, lightning, tornado, hurricane, drought or other severe weather condition or calamity; any civil disturbance; any civil strike, work stoppage, slow down or labor dispute; any sabotage or acts of terrorism; any acts of a public enemy, uprising, insurrection, civil unrest, war (declared or undeclared), or rebellion; economic sanctions or embargo; failure of any combustion turbine or generator associated with a mobile generating unit identified in Attachment 1 to this Agreement which is not caused by the failure of Contractor to operate and maintain such combustion turbine or generator in accordance with the original equipment manufacturer’s recommendations or the negligent or intentional conduct of Contractor; acts or failures to act by any governmental authority; or any action or restraint by court order or public or governmental authority or lawfully established civilian authorities.

**“Generation Failure Reduction Amount”** has the meaning set forth in Section 4.A.

**“Generator Temperature/Output Formula”** means a formula that identifies the MW output for each of the three types of Mobile Generators at a given temperature, and which is as follows, with “T°F” referring to the Measured Temperature and “PF” referring to the Measured Power Factor of such Mobile Generator:

- For GE TM2500 Gen 8 generators:  $MW = (((-0.458*(T^{\circ}F)^2) - (97.434*(T^{\circ}F)) + 38633)/1000)*0.994*PF$ ; provided that, in no event shall the Generator Temperature/Output Formula for any GE TM 2500 Gen 8 Mobile Generator exceed 34.5 MW
- For GE TM2500 Gen 7 generators:  $MW = (((-0.264*(T^{\circ}F)^2) - (103.69*(T^{\circ}F)) + 35601)/1000)*0.997*PF$ ; provided that, in no event shall the Generator Temperature/Output Formula for any GE TM 2500 Gen 7 Mobile Generator exceed 32 MW
- For Mitsubishi FT8 generators:  $MW = (((0.0767*(T^{\circ}F)^2) - (119.56*(T^{\circ}F)) + 31276)/1000)*0.998*PF$ ; provided that, in no event shall the Generator Temperature/Output Formula for any Mitsubishi FT8 Mobile Generator exceed 29.4 MW

**“HSL”** means “High Sustained Limit,” as that term is defined in Section 2.1 of the ERCOT Protocols.

**“HSL Reduction Amount”** has the meaning set forth in Section 3.G.

**“Interim Weekly Payment”** has the meaning set forth in Section 4.A.

**“Losses”** has the meaning set forth in Section 4.D.

**“LSL”** means “Low Sustained Limit,” as that term is defined in Section 2.1 of the ERCOT Protocols.

**“Measured Power Factor”** means, with respect to each Mobile Generator, the measured power factor (unitless) measured at the turbine controls of such Mobile Generator.

**“Measured Temperature”** means, with respect to each Mobile Generator, the measured temperature (in Fahrenheit) at the turbine air inlet sensor of such Mobile Generator.

**“Mobile Generators”** means, individually or collectively, as the context requires, the mobile generating units identified in Attachment 1 to this Agreement, along with any associated equipment necessary to achieve the interconnection and operation of the Resources at the locations specified in Attachment 1 to this Agreement, other than equipment provided by the interconnecting Transmission and/or Distribution Service Provider.

**“Mobile Generator Reduction Cap”** has the meaning set forth in Section 8.B.

**“Mobile Generator Termination Date”** means, with respect to any Mobile Generator, the date on which the aggregate of: (i) the Delayed Start Date Liquidated Damages, if any, with respect to such Mobile Generator, (ii) the HSL Reduction Amounts, if any, with respect to such Mobile Generator, (iii) the Monthly Availability Reduction Amounts, if any, with respect to such Mobile Generator, and (iv) the Generation Failure Reduction Amounts, if any, with respect to such Mobile Generator would have exceeded the Mobile Generator Reduction Cap if the limitations set forth in Section 8.B were not applicable.

**“Monthly Availability Reduction Amount”** has the meaning set forth in Section 4.A.

**“MRA”** means “Must-Run Alternative,” as that term is defined in Section 2.1 of the ERCOT Protocols.

**“MW”** means megawatt.

**“Party” or “Parties”** has the meaning set forth in the preamble.

**“PUCT”** has the meaning set forth in the preamble.

**“QSE”** means “Qualified Scheduling Entity,” as that term is defined in Section 2.1 of the ERCOT Protocols.

**“QSE Term”** has the meaning set forth in Section 3.C.

**“RMR”** means “Reliability Must-Run,” as that term is defined in Section 2.1 of the ERCOT Protocols.

**“RUC”** means “Reliability Unit Commitment” as that term is defined in Section 2.1 of the ERCOT Protocols.

**“Sales Taxes”** has the meaning set forth in Section 4.C.

“**Second RFP**” has the meaning set forth in the recitals.

“**Service Period**” has the meaning set forth in Section 3.D.

“**Standby Payment**” has the meaning set forth in Section 4.A.

“**Start Date of Service**” means, with respect to each Mobile Generator, the date on which each of the following has occurred: (i) Contractor has registered such Mobile Generator as a Generation Resource through the ERCOT RISO System, (ii) Contractor has fulfilled all interconnection requirements established under ERCOT Protocols, the ERCOT Planning Guide and the CPS Energy Tariff and such Mobile Generator has been commissioned and is ready for start-up and (iii) Contractor has delivered to ERCOT a certificate designating the Start Date of Service with respect to such Mobile Generator.

“**Target Start Date**” shall mean, with respect to each Mobile Generator, the date that is thirty 30 days after which both of the following have occurred: (a) Contractor and CPS Energy have entered into a right of entry and license agreement granting Contractor the right to install, fuel, operate, and maintain such Mobile Generator at the CPS Energy substation identified in Attachment 1 at which such Mobile Generator is designed to be installed, and (b) CPS Energy has provided written notice to Contractor that the site at the CPS Energy substation identified in Attachment 1 where such Mobile Generator is to be placed has been prepared for, and is ready to accept the delivery and installation of, such Mobile Generator; provided that, if the Target Start Date would occur with respect to more than five (5) Mobile Generators during any thirty (30) day period, the Target Start Date with respect to the sixth (6th) and any subsequent Mobile Generators occurring during such thirty (30) day period shall be the earliest date that meets the following conditions:

- (i) the date occurs on or after thirty (30) days from the date on which conditions (a) and (b) have occurred with respect to that Mobile Generator, and
- (ii) the date is one on which no more than four Target Start Dates for other Mobile Generators have occurred within the preceding thirty (30) days.

Illustrative examples of the Target Start Dates with respect to the Mobile Generators are set forth on Attachment 4.

“**VDI**” means “Verbal Dispatch Instruction,” as that term is defined in Section 2.1 of the ERCOT Protocols.

“**V.H. Braunig Units 1-3**” has the meaning set forth in the recitals.

All capitalized terms not defined herein shall have the meaning assigned by the ERCOT Protocols.

## **2. Term of Agreement**

The term of the Agreement (the “**Term**”) shall commence at 0000 hours on the Effective Date and shall continue in full force and effect until 2400 hours on March 31, 2027, unless terminated earlier in accordance with the provisions of this Agreement.

### 3. Responsibilities of Contractor

- A. Transfer of Mobile Generators:** Subject to the execution of the CPS Agreements, Contractor agrees to transfer each of the Mobile Generators to the nine CPS Energy substations in the San Antonio, Texas area specified in Attachment 1. Contractor shall use commercially reasonable efforts to complete each such transfer within a time that allows Contractor to achieve the Start Date of Service with respect to each such Mobile Generator on or before the Target Start Date with respect to such Mobile Generator.
- B. Interconnection of Mobile Generators:** Subject to the execution of the CPS Agreements, Contractor agrees to use commercially reasonable efforts to achieve interconnection and operation of each Mobile Generator as promptly as possible to achieve the Start Date of Service with respect to such Mobile Generator on or before the Target Start Date with respect to such Mobile Generator. Contractor and ERCOT understand that each Mobile Generator listed in Attachment 1 will be subject to fulfillment of various interconnection requirements established under ERCOT Protocols, the ERCOT Planning Guide, and the CPS Energy Tariff, including without limitation the following items:
- Completion of appropriate interconnection studies conducted by CPS Energy
  - Completion of an ERCOT stability analysis
  - Completion of the ERCOT entity registration processes
  - Completion of the ERCOT Resource registration processes
  - Satisfaction of full ERCOT Resource modeling requirements
  - Construction of the interconnection facilities by CPS Energy at the interconnecting substation listed in Attachment 1 for such Mobile Generator
  - Installation of such Mobile Generator at the interconnecting substation listed in Attachment 1 for such Mobile Generator
  - Energization of the CPS Energy-owned interconnection facilities at the substation listed in Attachment 1 to enable the operation of such Mobile Generator
  - Satisfaction of the applicable ERCOT New Generator Commissioning Checklist Requirements

ERCOT will use commercially reasonable efforts to provide personnel to assist Contractor with completing these processes as promptly as possible.

Contractor shall not be responsible for the delay in achieving the Start Date of Service with respect to any Mobile Generator on or prior to the Target Start Date with respect to such Mobile Generator to the extent such delay is attributable to any actions or omissions of ERCOT, CenterPoint, or CPS Energy (or any affiliate or representative of the foregoing) occurring after the Effective Date or a Force Majeure Event. Subject to Section 8, if Contractor fails to achieve the Start Date of Service with respect to such Mobile Generator on or prior to the Target Start Date with respect to such Mobile Generator and such failure was not attributable to the

actions or omissions of ERCOT, CenterPoint, or CPS Energy (or any affiliate or representative of the foregoing) occurring after the Effective Date or a Force Majeure Event, ERCOT shall withhold from Contactor's standby payment an amount of liquidated damages (the "**Delayed Start Date Liquidated Damages**") in an amount equal to \$2,634 for each day of delay not attributable to actions or omissions of ERCOT, CenterPoint, or CPS Energy (or any affiliate or representative of the foregoing) following the Target Start Date with respect to such Mobile Generator until the Start Date of Service with respect to such Mobile Generator.

- C. Registration and Environmental Certification:** Unless otherwise agreed by ERCOT and Contractor in writing, Contractor shall (i) register with ERCOT as a Resource Entity, (ii) designate CPS Energy as Contractor's QSE within five (5) Business Days after Contractor and CPS Energy have executed and delivered an agreement pursuant to which CPS Energy agrees to serve as Contractor's QSE, and (iii) from and after the date Contractor has designated such QSE through the remainder of the Term (the "**QSE Term**"), maintain a QSE. Contractor shall ensure that its personnel are capable of maintaining 24 x 7 communications with Contractor's QSE throughout the QSE Term. Contractor shall ensure that its QSE is capable of receiving an ERCOT Reliability Unit Commitment (RUC) Verbal Dispatch Instruction (VDI) and Security Constrained Economic Dispatch (SCED) Base Points. Contractor shall register each Mobile Generator as a Generation Resource through the ERCOT RIOO Registration System within seven (7) Business Days after CPS Energy's final interconnection study with respect to such Mobile Generator has been completed and provided to Contractor and ERCOT has provided written notice to CPS Energy and Contractor that such final interconnection study has been approved. Within thirty (30) days of the Effective Date, Contractor shall comply with any certification requirement required to obtain a permit by rule under the regulations of the Texas Commission on Environmental Quality with respect to each Mobile Generator.
- D. Operation:** Commencing on the Start Date of Service with respect to each Mobile Generator and continuing through the remainder of the Term (the "**Service Period**"), Contractor shall make such Mobile Generator available for ERCOT's deployment at any hour of the day on any day of the week, on any day of the year. During the Service Period with respect to each Mobile Generator, Contractor shall ensure that such Mobile Generator that has been deployed by ERCOT under an ERCOT RUC VDI or other RUC instruction starts up and achieves its LSL within ten (10) minutes of receiving the ERCOT RUC VDI or other RUC instruction, except that if the ERCOT RUC VDI or other RUC instruction directs a Mobile Generator to achieve its LSL at some future time, Contractor shall ensure that such Mobile Generator achieves its LSL at the directed time and shall not start up such Mobile Generator more than ten (10) minutes preceding the time such Mobile Generator is directed to achieve its LSL. During the Service Period with respect to each Mobile Generator, Contractor shall ensure that such Mobile Generator that is online in response to an ERCOT RUC VDI or other RUC instruction follows each Base Point communicated to Contractor's QSE for such Mobile Generator.



Contractor shall ensure that no Mobile Generator delivers electricity to ERCOT unless such Mobile Generator has been deployed by ERCOT, except in connection with (i) any ERCOT-authorized testing initiated by Contractor or (ii) any operation associated with commissioning, maintenance, repairs, startup and testing that is necessary or prudent for Contractor to perform its obligations hereunder; provided that, prior to such commissioning, maintenance, repairs, startup and testing, Contractor shall provide prior notice to ERCOT and, through its QSE, coordinate the delivery of such electricity with an ERCOT control room operator. During each calendar month during the Service Period with respect to each Mobile Generator, Contractor shall ensure that such Mobile Generator is capable of operating up to the MW level that is computed using the Generator Temperature/Output Formula for that Mobile Generator.

During the Service Period with respect to each Mobile Generator, consistent with requirements in the ERCOT Protocols governing RMR Units, Contractor shall take all reasonable contractual and other measures to ensure that its QSE telemeters to ERCOT the appropriate Resource status for each such Mobile Generator, as follows:

- If such Mobile Generator is offline but available for ERCOT's dispatch, a Resource status of EMR;
- If such Mobile Generator is online pursuant to an ERCOT RUC VDI or other RUC instruction, a Resource status of ONRUC;
- If such Mobile Generator is subject to an Outage, a Resource status of OUT; or
- If such Mobile Generator is being tested for commissioning, maintenance, or other purposes, a Resource status of ONTEST.

**E. Current Operating Plan Status:** During the Service Period with respect to each Mobile Generator, Contractor shall ensure that its QSE updates the COP for such Mobile Generator for the next one hundred and sixty-eight (168) hours to provide the appropriate status, as follows:

- If such Mobile Generator is expected to be offline but available for ERCOT's dispatch, a COP status of EMR;
- If such Mobile Generator is expected to be online pursuant to an ERCOT RUC VDI or other RUC instruction, a COP status of ONRUC;
- If such Mobile Generator is expected to be subject to an Outage, a COP status of OUT; or
- If such Mobile Generator is expected to be testing for commissioning, maintenance, or other purposes, a COP status of ONTEST.

**F. Maintenance of Mobile Generators:** Contractor may conduct such commissioning, maintenance, repairs, startup, and testing on any Mobile Generator as may be reasonably needed or prudent from time to time; provided that, during the Service Period with respect to each Mobile Generator, prior to delivering electricity to ERCOT from such Mobile Generator when such Mobile Generator is

synchronized with the grid in connection with such commissioning, maintenance, repairs, startup and testing, Contractor shall provide prior notice to ERCOT and, through its QSE, coordinate the delivery of such electricity with a ERCOT control room operator. During the Service Period with respect to each Mobile Generator, Contractor shall obtain ERCOT approval of any Outages with respect to such Mobile Generator pursuant to the Outage Coordination procedures established in the ERCOT Protocols. During the Service Period with respect to each Mobile Generator, such Mobile Generator will be considered unavailable for any hours during which such Mobile Generator is outaged due to maintenance being conducted on such Mobile Generator, and a COP status of OUT should be submitted with respect to such Mobile Generator during such hours. During each calendar quarter, up to ten (10) hours of ERCOT-approved Outages may be taken by Contractor with respect to each Mobile Generator without such outages negatively impacting the CMAF or the Monthly Availability Reduction Factor.

- G. Testing:** ERCOT may require Contractor to demonstrate the HSL of each Mobile Generator prior to the commencement of the Service Period with respect to such Mobile Generator as part of commissioning or after any major repair with respect to such Mobile Generator. Subject to Section 8, failure of such Mobile Generator to achieve an HSL in any calendar month equal to or greater than the lesser of (i) the MW level that is computed using the Generator Temperature/Output Formula for such Mobile Generator at the Measured Temperature and (ii) the maximum MW limit for such Mobile Generator determined by CPS Energy based on distribution system limitations will result in a reduction to payments in the same manner prescribed for MRA Units in Section 6.6.6.7 of the ERCOT Protocols (which is pending implementation), except that ERCOT shall not apply any reduction to the portion of the Standby Price that is attributable to CPS Energy's costs identified in Attachment 3. Subject to Section 8, this reduction shall apply until such Mobile Generator can demonstrate, during a future deployment or a re-test, an HSL in a calendar month equal to or greater than the lesser of (i) the MW level that is computed using the Generator Temperature/Output Formula for such Mobile Generator at the Measured Temperature and (ii) the maximum MW limit for such Mobile Generator determined by CPS Energy based on distribution system limitations. If a re-test is necessary because a Mobile Generator failed to achieve its HSL, Contractor shall purchase fuel associated with the re-test of such Mobile Generator at its expense. The amount of any reduction in payments to Contractor pursuant to this Section 3.G shall constitute the "**HSL Reduction Amount.**"
- H. Compliance with ERCOT and PUCT Requirements:** During the Service Period with respect to each Mobile Generator, except where the PUCT has authorized a good cause exception to compliance, Contractor shall, with respect to each Mobile Generator, comply with all ERCOT requirements that apply to Generation Resources operating in the ERCOT Region, including requirements in the ERCOT Protocols, the ERCOT Operating Guide, and the ERCOT Planning Guide. During the Service Period with respect to each Mobile Generator, unless ERCOT and Contractor agree otherwise, Contractor shall, with respect to each Mobile Generator, also comply with all ERCOT requirements that apply to Resource

Entities with committed RMR Units, except for ERCOT Protocol requirements in Section 3.14.1.9, Generation Resource Status Updates, Section 3.14.1.11, Budgeting Eligible Costs, Section 3.14.1.13 Updated Budgets During the Term of an RMR Agreement, and Section 3.14.1.20, Budgeting Fuel Costs. During the Service Period with respect to each Mobile Generator, Contractor shall, with respect to such Mobile Generator, comply with the PUCT's generator weatherization requirements in 16 Texas Administrative Code section 25.55, including the submission of summer and winter declarations of weather preparedness to ERCOT by the deadlines required in 16 Texas Administrative Code section 25.55.

- I. Maintenance of Fuel:** During the Service Period with respect to each Mobile Generator, Contractor shall at all times maintain its fuel supply at a quality sufficient to ensure that the fuel is useable in the event such Mobile Generator may need to be deployed.
- J. Authorization to Purchase Fuel:** During the Service Period with respect to each Mobile Generator, Contractor shall procure additional fuel to keep fuel storage tanks used to fuel such Mobile Generator filled to at least ninety percent (90%) of the full amount unless ERCOT has advised Contractor in writing not to purchase additional fuel. Upon written request by ERCOT, Contractor shall provide ERCOT information concerning the amount of fuel remaining in storage at each Mobile Generator site.
- K. Mitigation of Costs:** Contractor shall use commercially reasonable efforts to mitigate its total costs of moving, interconnecting, and operating each Mobile Generator. At the end of the Term, Contractor shall, subject to any applicable laws and regulations regarding the resale of fuel, use commercially reasonable efforts to sell the remaining fuel stored in the storage tanks at fair market value and shall provide ERCOT written documentation of such efforts and any revenues received. Any amounts received for the remaining fuel shall be accounted for as an offset to the amounts payable by ERCOT to Contractor under this Agreement through the settlement process described in this Agreement.
- L. Compliance with Applicable Laws:** Contractor shall ensure that the Mobile Generators comply in all material respects with all applicable federal, state, and local laws, including environmental and safety regulations. For clarity, Contractor shall not be required to operate a Mobile Generator, and such failure to operate a Mobile Generator shall not constitute a breach or default by Contractor under this Agreement, result in any reduction to the Standby Payment or Interim Weekly Payment, including by way of any HSL Reduction Amount, Monthly Availability Reduction Amount or Generation Failure Reduction Amount, or result in any other liability for Contractor, if such operation would cause Contractor to violate any applicable federal, state, or local law, including any environmental or safety regulation; provided that, if ERCOT secures relief from the United States Secretary of Energy under section 202(c) of the Federal Power Act 16 U.S.C. § 824a(c) that authorizes Contractor to operate any one or more of the Mobile Generators in

excess of any state or federal environmental limit, then Contractor shall operate such Mobile Generator above such environmental limit to the extent such operation is (i) directed by ERCOT pursuant to this Agreement, (ii) consistent with the Secretary of Energy's order, and (iii) is otherwise consistent with this Agreement, and ERCOT shall indemnify and hold harmless Contractor for any damages, losses or liabilities incurred by Contractor as a result of such operation. If Contractor determines that one or more Mobile Generators cannot operate because such operation would violate applicable federal, state, or local laws, Contractor shall promptly notify its QSE, and direct its QSE to promptly notify ERCOT's control room, of such condition.

- M. Responsibility for Other Costs:** Contractor shall be responsible for all costs incurred by Contractor in connection with owning and operating the Mobile Generators that do not fall within the categories identified in Attachment 3 and are not otherwise allocated to ERCOT in accordance with the terms of this Agreement, unless ERCOT agrees in writing that it is necessary for Contractor to incur costs in other categories to effectuate the purposes of this Agreement, in which case ERCOT shall reimburse Contractor, through its QSE, for such costs incurred by Contractor.
- N. Revenues:** Neither Contractor nor its QSE shall be entitled to any market settlement revenues with respect to the Mobile Generators except as expressly contemplated in this Agreement. Consistent with RMR settlement rules, Contractor shall not be entitled to retain any revenues from ERCOT associated with real-time energy deployment by the Mobile Generators. Neither Contractor nor its QSE shall use the Mobile Generators to participate in the ERCOT Day-Ahead Market or offer the Mobile Generators to provide any other ERCOT market service, including any Ancillary Service.
- O. Information:** On a weekly basis during the Service Period with respect to each Mobile Generator, Contractor shall provide ERCOT a written report of the total amount of NO<sub>x</sub> emitted from such Mobile Generator during the preceding week; provided that ERCOT may require reporting on a more frequent basis if the cumulative amount of NO<sub>x</sub> emitted from such Mobile Generator at any time exceeds twenty (20) tons, as calculated on a rolling 12-month basis. In each such weekly report, Contractor shall also indicate the cumulative run hours attributable to such Mobile Generator, rounded to the nearest quarter hour. During the Service Period with respect to each Mobile Generator, Contractor shall separately and promptly notify ERCOT in writing if, during the Service Period with respect to such Mobile Generator, such Mobile Generator achieves one hundred eighty (180) hours of cumulative operation and two hundred (200) hours of cumulative operation. Upon written request from ERCOT, Contractor shall also provide such other information within Contractor's possession or right of access that ERCOT may reasonably request to substantiate any cost claimed by Contractor under this Agreement. ERCOT may communicate directly with CPS Energy regarding information that may be needed to substantiate any cost attributable to services or

equipment provided by CPS Energy that is submitted for compensation pursuant to this Agreement.

- P. Temperature Data:** Contractor shall record the temperature at the turbine air inlet sensor of each Mobile Generator during any test or deployment of such Mobile Generator and shall maintain such records for the entirety of the Term. Upon written request by ERCOT, Contractor shall promptly provide copies of any such records to ERCOT. In the event the recorded temperatures at the turbine air inlet sensor of any Mobile Generator during any test or deployment of such Mobile Generator are less than or greater than the temperature reported during such test or deployment at the closest National Oceanic and Atmospheric Administration weather station by more than five (5) degrees Fahrenheit, ERCOT may, at its sole cost and expense, conduct an audit of Contractor's temperature measurement equipment at such Mobile Generator; provided that, ERCOT may not conduct an audit with respect to any Mobile Generator on more than one occasion during any ninety (90) day period. If the results of the audit show that the temperature measurement equipment used to record temperatures at the turbine air inlet sensor of such Mobile Generator are measuring temperatures that are less than or greater than the actual temperatures at the turbine air inlet sensor of such Mobile Generator by more than five (5) degrees Fahrenheit, ERCOT may require Contractor to calibrate, modify, or replace, as necessary, such temperature measurement equipment; provided that, Contractor and ERCOT may also agree in writing to use alternative temperature measurement equipment or methods for such Mobile Generator.

#### 4. Responsibilities of ERCOT

- A. Compensation:** Subject to the execution of the CPS Agreements, for each day during the Term following the date on which each of the Mobile Generators is modeled in ERCOT's systems, ERCOT shall pay CPS Energy, Contractor's designated QSE, a "**Standby Payment**" in an amount equal to (i) the number of hours in such day multiplied by (ii) the Standby Price with respect to each calendar month identified in Attachment 2, which Standby Price is subject to adjustment by the mutual, written agreement of the Parties. The Standby Price with respect to each calendar month has been determined based on the categories of costs identified by Contractor and CPS Energy to ERCOT, as identified in Attachment 3, and the anticipated timing of such costs as of the Effective Date. The Standby Payments will be made using the procedures governing payments of Standby Payments for RMR Units in Sections 3.14.1.10 through 3.14.1.21 of the ERCOT Protocols and in Section 6.6.6 of the ERCOT Protocols, and all payments made are subject to the requirements specified in such sections of the ERCOT Protocols except where expressly provided otherwise in this Agreement. In remitting payments or assessing charges to Contractor's designated QSE, ERCOT will separately identify the specific amounts paid or charged to Contractor and the specific amounts paid or charged to CPS Energy based on the cost categories identified in Attachment 3. The Parties agree that, in cases where a QSE for a Load Serving Entity fails to timely remit payment to ERCOT for amounts owed to Contractor or CPS Energy, this may

result in a temporary short-payment to Contractor or CPS Energy that will be remedied by collecting any such shortfall from other QSEs in accordance with the Settlement procedures in the ERCOT Protocols. The Parties acknowledge and agree that the portion of the Standby Payment identified as being attributable to the CPS Energy eligible cost categories in Attachment 3 is intended to pay the amounts due to CPS Energy under the CPS Agreements.

Notwithstanding the preceding paragraph, for the period beginning on the day immediately following the execution of this Agreement and until the end of the day on the date on which each of the Mobile Generators is modeled in ERCOT's systems, ERCOT shall, instead of the payment identified in the preceding paragraph, pay Contractor's designated QSE an amount (hereinafter, "**Interim Weekly Payment**") for each succeeding seven-day period, or, if the date on which each of the Mobile Generators is modeled occurs before the last day of the next seven-day period, the part of that seven-day period that precedes and includes the date of modeling. The amount of the Interim Weekly Payment is equal to (i) the Standby Price that corresponds to the calendar month for each day in the seven-day period or portion thereof multiplied by (ii) the number of hours for each day in that seven-day period or portion thereof that falls within the calendar month to which the Standby Price applies. ERCOT shall remit the Interim Weekly Payment through a Miscellaneous Invoice for the seven-day period or portion thereof. ERCOT shall remit such payment within twelve (12) Business Days following the last day of the seven-day period or portion thereof.

The amounts paid through the Standby Payment, including the Interim Weekly Payment, must be reconciled with the amount of actual expenses that Contractor reasonably incurs to provide the service contemplated under this Agreement and that CPS Energy reasonably incurs to facilitate Contractor's provision of such service, except that if Contractor or CPS Energy fails to provide reasonable documentation substantiating its expenses, which evidence may include, with respect to any expense incurred with a third party (including with respect to Contractor or CPS Energy), an invoice, receipt or similar documentation, then such party shall not be entitled to recovery of its costs; provided that, (i) in the event of a failure to provide reasonable documentation to substantiate an expense attributable to any Contractor's eligible cost categories in Attachment 3, ERCOT shall provide written notice to Contractor and provide Contractor a reasonable opportunity to provide such documentation before reducing or withholding payment of such expense and (ii) in the event of a failure to provide reasonable documentation to substantiate an expense attributable to any of CPS Energy's eligible cost categories in Attachment 3, ERCOT shall provide written notice to CPS Energy, and provide CPS Energy, a reasonable opportunity to provide such documentation before reducing or withholding payment of such expense. Documentation of actual costs must be provided in accordance with the timelines in Section 3.14.1.14 of the ERCOT Protocols. Contractor and CPS Energy shall ensure that all documentation submitted in support of those costs is labeled or otherwise identified according to the categories identified in Attachment 3. Costs that are reasonably incurred by CPS Energy in connection with Contractor's

provision of service under this Agreement but that are not identified in any of the CPS Energy-specific categories in Attachment 3 (excluding “CPS Energy – Miscellaneous Costs”) may be recovered under the category “CPS Energy – Miscellaneous Costs.” In the same manner as with RMR Units, ERCOT will assess charges or provide payments to Contractor’s QSE to achieve the reconciliation of the amounts paid through Standby Payments with Contractor’s and CPS Energy’s actual costs, subject to any reductions for amounts due and payable to ERCOT under other provisions of this Agreement or the ERCOT Protocols.

In lieu of the ten percent (10%) Incentive Factor calculated under the Protocols for RMR Units, an adder of ten percent (10%) will apply only to the categories identified as eligible for an adder in Attachment 3. The ten percent (10%) adder is reflected in the Standby Price amounts shown in Attachment 2.

For each month during the Service Period with respect to each Mobile Generator, ERCOT will determine a Monthly Availability Reduction Factor in the same manner prescribed in the ERCOT Protocols for MRA Units, and, subject to Section 8, Contractor’s portion of the Standby Payment shall be subject to reduction (the amount of such reduction, the “**Monthly Availability Reduction Amount**”) in the same manner prescribed for MRA Units in Section 6.6.6.7 of the ERCOT Protocols (which is pending implementation) based on a Monthly Target Availability for each Mobile Generator of 0% before and including the Start Date of Service and 94% following the Start Date of Service, except that ERCOT shall not apply any reduction to the portion of the Standby Payment that is attributable to CPS Energy’s costs identified in Attachment 3. ERCOT and Contractor may adjust those Monthly Target Availability values by mutual agreement.

During the Service Period with respect to each Mobile Generator, if such Mobile Generator is instructed through an ERCOT RUC VDI or other RUC instruction to come On-Line or remain On-Line during any calendar month but (i) Contractor’s QSE fails during the deployment period to telemeter an HSL for such Mobile Generator that is equal to or greater than the lesser of (A) ninety-two percent (92%) of the MW level calculated using the Generator Temperature/Output Formula that corresponds to such Mobile Generator or (B) the maximum MW limit for such Mobile Generator determined by CPS Energy based on distribution system limitations, (ii) such Mobile Generator comes On-Line but fails to generate on average at a rate equal to or greater than the lesser of (A) ninety-two percent (92%) of the MW level instructed by ERCOT, (B) ninety-two percent (92%) of the MW level calculated using the Generator Temperature/Output Formula that corresponds to such Mobile Generator, or (C) the maximum MW limit for such Mobile Generator determined by CPS Energy based on distribution system limitations, or (iii) such Mobile Generator fails to come On-Line during the instructed period, ERCOT shall, subject to Section 8, claw back and/or withhold the relative proportion of Contractor’s Standby Payment attributable to such Mobile Generator for fifteen (15) days, in proportion to (i) in the case of an HSL telemetry failure, as described above in this paragraph, the difference between the average HSL telemetered during the deployment period and the lesser of (A) the MW value

calculated using the Generator Temperature/Output Formula that corresponds to the Mobile Generator or (B) the maximum MW limit for such Mobile Generator determined by CPS Energy based on distribution system limitations, (ii) in the case of a failure to deploy at the instructed MW level, as described above in this paragraph, the difference between (A) the lesser of the average MW level instructed by ERCOT with respect to such Mobile Generator over the deployment period and the maximum MW limit for such Mobile Generator determined by CPS Energy based on distribution system limitations and (B) the corresponding average MW level generated by such Mobile Generator over the deployment period, or (iii) in the case of a failure to come On-Line during the instructed period, as described above in this paragraph, 100% of the Standby Payment for the fifteen (15)-day period, except that ERCOT shall not apply any claw back and/or withhold to the portion of the Standby Price attributable to CPS Energy's costs identified in Attachment 3. The amount of any payments clawed back and/or withheld from Contractor pursuant to this paragraph shall constitute the **"Generation Failure Reduction Amount."**

If the Start Date of Service with respect to any Mobile Generator is delayed beyond the Target Start Date with respect to such Mobile Generator, Contractor will use commercially reasonable efforts to postpone incurring any labor costs associated with such Mobile Generator during such period of that delay.

Notwithstanding anything to the contrary in this Agreement, the actual number of employees or contractors whose labor costs are submitted following the Start Date of Service for the last Mobile Generator shall not exceed thirty-two (32) positions for any hour of any day during the Term.

Notwithstanding anything to the contrary in this Agreement, in addition to compensating Contractor for the initial filling of the tanks through the Standby Payments paid to Contractor, ERCOT shall compensate Contractor's QSE for Contractor's actual, documented fuel costs incurred in excess of the cost of fuel associated with the initial filling of the tanks if additional fuel is needed due to deployment. If ERCOT has advised Contractor in writing pursuant to Section 3.J. of this Agreement not to purchase additional fuel, (i) ERCOT will not compensate Contractor's QSE for additional fuel purchased by Contractor after Contractor's receipt of such written notification from ERCOT, (ii) Contractor shall not be in breach of this Agreement, and (iii) no amounts payable by ERCOT to Contractor shall be reduced and no amounts otherwise payable by Contractor to ERCOT shall be owed, in each case, as a result of Contractor's failure to operate the Mobile Generators due to a lack of fuel.

Notwithstanding anything to the contrary in this Agreement, at the end of the Term, ERCOT shall reimburse Contractor through its QSE for the actual cost of disassembling, decommissioning, demobilizing and transporting the Mobile Generators to their next location up to a maximum of \$2,000,000, which is the estimated cost of returning the Mobile Generators to their original locations in the Houston area; provided that, ERCOT shall reimburse Contractor through its QSE



for such actual costs in excess of \$2,000,000 if such excess costs are attributable to any acts or omissions of ERCOT or CPS Energy (or any affiliate or representative of the foregoing), excluding any act expressly required or authorized to be performed by ERCOT pursuant to this Agreement or any act expressly required to be performed by CPS Energy under any CPS Agreement. Contractor shall provide ERCOT with reasonable documentation substantiating the actual cost incurred by Contractor to disassemble, decommission, demobilize and transport the Mobile Generators to their next location; provided that, if Contractor fails to provide reasonable documentation to substantiate such actual costs, ERCOT shall provide written notice to Contractor of such failure and provide Contractor a reasonable opportunity to provide additional documentation before reducing or withholding payment of such costs.

Notwithstanding anything to the contrary in this Agreement, to provide Contractor compensation for wear and maintenance costs associated with extended operation, if any Mobile Generator exceeds two hundred (200) hours of cumulative operation at any point during the Term, ERCOT shall also pay Contractor through its QSE a fired-hour charge of \$350 for each hour that such Mobile Generator exceeds two hundred (200) hours of cumulative operation. Contractor shall not be required to provide ERCOT any documentation to recover such amounts.

- B. Deployment:** ERCOT shall deploy a Mobile Generator only (i) during the Service Period with respect to such Mobile Generator and (ii) when ERCOT reasonably believes that such Mobile Generator is needed or will likely be needed to assist in mitigating an actual or anticipated Emergency Condition. Such an Emergency Condition would include any actual or projected shortage of Physical Responsive Capability that would require declaration of an Energy Emergency Alert or any Transmission Emergency, including without limitation any actual or projected pre- or post-contingency exceedance of the South Texas Export Interconnection Reliability Operating Limit. ERCOT shall deploy any one or more of the Mobile Generators only through a ERCOT RUC VDI or other RUC instruction issued to Contractor's QSE. If a Mobile Generator is deployed through an ERCOT RUC VDI, then once ERCOT has determined that the Emergency Condition has ended and the operation of the Generation Resource is not required, ERCOT shall end the commitment through a Verbal Dispatch Instruction issued to Contractor's QSE.
- C. Sales Tax:** ERCOT is organized as a membership-based 501(c)(4) Texas Nonprofit Corporation and is exempt from most taxes. In connection with the performance of its obligations under this Agreement, Contractor may be subject to value added, sales, goods and services, turnover or other similar taxes levied in one or more jurisdictions ("**Sales Taxes**"). For the avoidance of doubt, Sales Taxes do not include any taxes imposed on Contractor based on Contractor's income or worth. Without limiting any provisions of this Agreement, ERCOT shall be responsible for and shall pay any and all Sales Taxes imposed or, payable with respect to, or assessed as a result of Contractor's performance of its responsibilities pursuant to this Agreement or any amounts payable by ERCOT to Contractor pursuant to this Agreement; provided that this Section 4.C shall not impose on

ERCOT any duplicative responsibility for or duplicative obligation to pay any Sales Taxes included as a component of the expenses incurred under any of Contractor's eligible cost categories in Attachment 3. The Party required to account for such Sales Taxes shall provide to the other Party appropriate tax invoices and, if applicable, evidence of the remittance of the amount of such Sales Tax to the relevant governmental authority. The Parties shall use commercially reasonable efforts to minimize Sales Taxes and obtain any refund, return, rebate or the like of any Sales Tax, including by filing any necessary exemption or other similar forms, certificates or other similar documents, in each case, to the extent legally permissible. ERCOT shall promptly reimburse Contractor for any out-of-pocket costs incurred by Contractor or its affiliates in connection with Contractor obtaining a refund or credit of any Sales Tax for the benefit of ERCOT. Prior to the first Standby Payment paid to a Contractor's designated QSE pursuant to Section 4.A, ERCOT shall deliver to Contractor and such designated QSE a property completed and validly executed Texas Sales and Use Tax Exemption Certificate on Form 01-339 (back) certifying that ERCOT is exempt from payment of Texas sales and use taxes.

- D. Indemnity:** ERCOT agrees to indemnify, save, and hold Contractor harmless from and against all liabilities, losses, damages, fines, penalties, judgments, settlements, awards, charges, taxes, fees, interest, costs and expenses (including reasonable fees and expenses of counsel or arbitration fees, and other costs and expenses of investigation or defense) (collectively, "**Losses**") incurred or sustained by, or imposed upon, Contractor based upon, arising out of, with respect to or by reason of any CPS Agreement to the extent such Losses (i) have not been (A) specifically identified by ERCOT as being attributable to a CPS Energy eligible cost category set forth in Attachment 3 of this Agreement and (B) paid by ERCOT to Contractor as part of a Standby Payment or Interim Weekly Payment and (ii) do not arise as a direct result of the willful or intentional breach by Contractor of any CPS Agreement or the gross negligence of Contractor. Notwithstanding the foregoing, Contractor's recoverable Losses pursuant to this Section 4.D are limited to the amount of any liability or damage that remains after deducting any insurance proceeds and any indemnity, contribution, or other similar payment actually received by Contractor from any other entity in connection with any such indemnity claim, less any related costs and expenses Contractor may reasonably incur, including the aggregate cost of pursuing any related insurance claims and any related increases in insurance premiums or other charge-backs. Contractor shall use commercially reasonable efforts to seek recovery of any insurance proceeds related to any claim under this Section 4.D. Promptly after the receipt of any insurance proceeds, indemnity, contribution, or other similar payment, Contractor shall reimburse ERCOT for such reduction in Losses for which Contractor was paid under Section 4.D before the realization of reduction of such Losses.

## **5. Termination**

- A. Termination by ERCOT:** ERCOT may terminate this Agreement upon written notice to Contractor (i) at any time after the one (1) year anniversary of the Effective

Date with at least sixty (60) days' notice if it determines that the service provided by Contractor under this Agreement is or is likely to be no longer necessary, (ii) if Contractor has materially failed to comply with this Agreement and such failure or inability to comply continues uncured for thirty (30) days after written notice of such failure is given to Contractor by ERCOT; provided that, if such failure is capable of being cured but is not cured within such thirty (30) day period then such cure period shall be extended for an additional sixty (60) day period so long as Contractor is exercising reasonable diligence to cure such failure, (iii) if any regulation, ordinance, or other law materially impacts Contractor's ability to comply with this Agreement, and such inability to comply materially impairs the reliability value of the provided service during the remainder of the Term or (iv) if the Aggregate Damages Termination Date occurs. If ERCOT gives notice of termination pursuant to this Section 5.A, ERCOT shall compensate Contractor, through its QSE, for (A) all reasonable costs that have been incurred by Contractor or CPS Energy under the categories identified in Attachment 3 before termination of this Agreement, and (B) the costs of transferring the Mobile Generators to their next location, as provided in Section 4.A, and (C) CPS Energy's reasonable costs associated with the removal of the Mobile Generators from CPS Energy's substations. Contractor shall provide ERCOT with reasonable documentation substantiating such costs; provided that, if Contractor fails to provide reasonable documentation to substantiate such costs, ERCOT shall provide written notice to Contractor of such failure and provide Contractor a reasonable opportunity to provide additional documentation before reducing or withholding payment of such costs.

- B. Termination by ERCOT – Mobile Generator:** ERCOT may terminate this Agreement with respect to any Mobile Generator upon written notice to Contractor if the Mobile Generator Termination Date has occurred with respect to such Mobile Generator. If ERCOT gives notice of termination pursuant to this Section 5.B with respect to any Mobile Generator, (i) ERCOT shall compensate Contractor for (A) all reasonable costs that have been incurred by Contractor under the categories identified in Attachment 3 before termination of this Agreement, and (B) the costs of transferring such Mobile Generator to its next location, as provided in Section 4.A, (ii) such Mobile Generator shall be removed from this Agreement for all purposes, and (iii) this Agreement shall continue in full force and effect with respect to all other Mobile Generators with respect to which this Agreement has not been terminated pursuant to this Section 5.B. Contractor shall provide ERCOT with reasonable documentation substantiating such costs; provided that, if Contractor fails to provide reasonable documentation to substantiate such costs, ERCOT shall provide written notice to Contractor of such failure and provide Contractor a reasonable opportunity to provide additional documentation before reducing or withholding payment of such expense.
- C. Termination by Contractor:** Contractor may, at its option, immediately terminate this Agreement (i) upon the failure of ERCOT to continue to be certified by the PUCT as the Independent Organization under PURA §39.151 without the immediate certification of another Independent Organization under PURA §39.151,

(ii) if ERCOT fails to make when due any payment under this Agreement to Contractor's QSE and such failure has not been remedied on or before ten (10) days after Contractor's delivery of notice to ERCOT of such failure, (iii) ERCOT fails to comply with any other material provision of this Agreement (other than ERCOT's failure to make when due any payment under this Agreement to Contractor's QSE) and such failure continues uncured for thirty (30) days after written notice of such failure is given to ERCOT by Contractor; provided that, if such failure is capable of being cured but is not cured within such thirty (30) day period then such cure period shall be extended for an additional sixty (60) day period so long as ERCOT is exercising reasonable diligence to cure such failure, or (iv) if any regulation, ordinance, or other law materially impacts Contractor's ability to comply with this Agreement, and such inability to comply materially impairs the reliability value of the provided service during the remainder of the Term.

## **6. Insurance**

Contractor shall maintain the insurance coverage held as of the Effective Date and required by the CNP Lease for the Mobile Generators (or if Contractor is unable, despite the use of commercially reasonable efforts, to obtain any such insurance, reasonably comparable insurance coverage, including property, liability, and business interruption insurance). Within thirty (30) days after the Effective Date, Contractor will furnish to ERCOT certificates of insurance, signed by authorized representatives of the surety or insurers, confirming the amounts of such coverage and identifying ERCOT as an additional insured; provided that, Contractor shall have no obligation to have ERCOT identified as an additional insured with respect to any workers' compensation policy or any property insurance policy for the Mobile Generators. All such required policies (other than the property insurance policy for the Mobile Generators) will also include a waiver of subrogation in favor of ERCOT, its directors, agents, representatives, independent contractors, servants, and employees. Contractor will provide ERCOT with renewal or replacement certificates at least thirty (30) days prior to the termination or material change in coverage of any required bond or insurance policy. Failure to consistently maintain required insurance coverage, or to timely provide ERCOT with insurance certificates, constitutes a material breach of this Agreement.

## **7. Force Majeure; Acts or Omissions of ERCOT, CenterPoint or CPS Energy**

Neither Party shall be in breach or liable for any delay or failure in its performance under this Agreement to the extent such performance is prevented or delayed due to a Force Majeure Event; provided that (a) the Party whose performance is delayed or prevented shall give the other Party prompt written notice of the Force Majeure Event; (b) the delay in performance shall be of no greater scope and of no longer duration than is directly caused by the Force Majeure Event; (c) the Party whose performance is delayed or prevented shall use commercially reasonable efforts to overcome the events or circumstances delaying or preventing such Party's performance; provided, however, that settlement of strikes, lockouts and other industrial disturbances shall be wholly within the discretion of the Party involved; (d) when the performance of the Party claiming the Force Majeure Event is no longer being delayed or prevented, such Party shall give the other Party prompt written notice to that effect; and (e) a Force Majeure Event shall not excuse any obligation to make payments that are otherwise due and payable pursuant to this Agreement. Contractor shall

not be in breach or liable for any delay or failure in its performance under this Agreement if any such delay or failure is due to any act or omission of ERCOT, CenterPoint, CPS Energy (or any affiliate or representative of any of the foregoing).

## **8. Damages**

- A.** WHEREVER IN THIS AGREEMENT AN EXPRESS PAYMENT, REMEDY OR MEASURE OF DAMAGES IS SET FORTH, INCLUDING DELAYED START DATE LIQUIDATED DAMAGES, SUCH REMEDY OR MEASURE SHALL BE THE SOLE AND EXCLUSIVE PAYMENT OR REMEDY WITH RESPECT TO THE MATTERS COVERED BY SUCH SECTIONS. EACH PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THAT PARTY OR BY ANY CUSTOMER OR ANY BUYER OF THAT PARTY, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING, WITHOUT LIMITATION, ANY INDEMNITY OBLIGATION ARISING UNDER THIS AGREEMENT OR THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.
- B.** Damages Cap – Mobile Generator. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL, WITH RESPECT TO ANY MOBILE GENERATOR, THE AGGREGATE OF (I) THE DELAYED START DATE LIQUIDATED DAMAGES, IF ANY, WITH RESPECT TO SUCH MOBILE GENERATOR, (II) THE HSL REDUCTION AMOUNTS, IF ANY, WITH RESPECT TO SUCH MOBILE GENERATOR, (III) THE MONTHLY AVAILABILITY REDUCTION AMOUNT, IF ANY WITH RESPECT TO SUCH MOBILE GENERATOR, AND (IV) THE GENERATION FAILURE REDUCTION AMOUNTS, IF ANY, WITH RESPECT TO SUCH MOBILE GENERATOR EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000) (THE “MOBILE GENERATOR REDUCTION CAP”).
- C.** Damages Cap - Aggregate. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE

AGGREGATE OF (I) THE DELAYED START DATE LIQUIDATED DAMAGES, IF ANY, WITH RESPECT TO ALL MOBILE GENERATORS, (II) THE HSL REDUCTION AMOUNTS, IF ANY, WITH RESPECT TO ALL MOBILE GENERATORS, (III) THE MONTHLY AVAILABILITY REDUCTION AMOUNTS, IF ANY, WITH RESPECT TO ALL MOBILE GENERATORS, AND (IV) THE GENERATION FAILURE REDUCTION AMOUNTS, IF ANY, WITH RESPECT TO ALL MOBILE GENERATORS EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) (THE “AGGREGATE DAMAGES CAP AMOUNT”).

**9. Miscellaneous**

- A. Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.
- B. Amendments:** Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.
- C. Dispute Resolution:** If any dispute, controversy, claim, suit, action or proceeding arising out of, or relating or connecting in any way to any provision of this Agreement or the transactions contemplated hereby cannot be resolved between the Parties, either Party shall be entitled to seek relief at the PUCT, which exercises exclusive jurisdiction over ERCOT. If the PUCT or any court reviewing a decision of the PUCT determines that the PUCT lacks jurisdiction to resolve such dispute, controversy, claim, suit, action or proceeding, such dispute, controversy claim, suit action or proceeding shall be submitted to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The number of arbitrators shall be three. Each Party shall nominate one arbitrator and then the two arbitrators, in consultation with the Parties, shall select the third arbitrator, who shall serve as the chair of the tribunal. The place of arbitration shall be Houston, Texas. Judgment upon and enforcement of the award rendered by way of such arbitration may be entered in any state or Federal court located in the State of Texas and the Parties hereby irrevocably consent to the exclusive jurisdiction of such courts for these purposes. Each of the Parties irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at the address set forth in Section 9.E of this Agreement. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- D. Governing Law:** This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or statute) that may be based upon, arising out of

or relating to this Agreement and the transactions contemplated hereby, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or relating to any representation or warranty made in or in connection with this Agreement), and/or the interpretation and enforcement of the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and performed in such state, without giving effect to any choice or conflict of laws provision or rule (whether in the State of Texas or any other jurisdiction) that would result in the application of the laws of any other jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statute of limitation of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Texas will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive laws of some other jurisdiction would ordinarily or necessarily apply.

- E. Notices:** Except as otherwise provided herein, all notices, claims, demands and other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be effective (a) immediately when verifiably transmitted by e-mail from the e-mail server of the sender between 9:00 a.m. and 6:00 p.m. Central Time on any Business Day (or the immediately succeeding Business Day if transmitted by e-mail from the e-mail server of the sender outside of such hours), (b) the Business Day immediately succeeding the day when transmitted when sent by pre-paid overnight courier service, or (c) when received if delivered by hand or certified or registered mail on any Business Day if delivered. All such notices, claims, demands and other communications shall be sent to the applicable Party at its respective address set forth below, unless another address has been previously specified to the other Party (if applicable) in writing:

**If to ERCOT:**

Electric Reliability Council of Texas, Inc.  
8000 Metropolis Drive, Building E, Suite 100  
Austin, Texas 78744  
Attn: Nathan Bigbee, Chief Regulatory Counsel  
Email: [nathan.bigbee@ercot.com](mailto:nathan.bigbee@ercot.com)

For communications relating to settlements, including budgeted costs, actual costs, payments or charges:

Email: [NodalVerifiableCost@ercot.com](mailto:NodalVerifiableCost@ercot.com)

In all cases, with a copy (which shall not constitute notice) to:

Email: [LCPNotices@ercot.com](mailto:LCPNotices@ercot.com)

**If to the Contractor:**

Prime Power Solutions, LLC  
d/b/a Life Cycle Power  
16000 Dillard Drive, Suite 2E  
Jersey Village, Texas 77040  
Attn: Thomas Riggs  
Email: [triggs@lcpower.energy](mailto:triggs@lcpower.energy)

with a copy (which shall not constitute notice) to:

Prime Power Solutions, LLC  
d/b/a Life Cycle Power  
16000 Dillard Drive, Suite 2E  
Jersey Village, Texas 77040  
Attn: Nicholas Wright  
Email: [nwright@lcpower.energy](mailto:nwright@lcpower.energy)

and

Goldfinch Energy Holdings, LLC  
1700 City Plaza Drive, Suite 400  
Spring, TX 77389  
Attn: Legal  
Email: [goldfinch@arroyoinvestors.com](mailto:goldfinch@arroyoinvestors.com)

- F. Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective current and future successors and permitted assigns, except that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by any Party without the prior written consent of the other Party and any attempted assignment or delegation by any Party in violation of this Section 9.F. shall be null and void *ab initio*; provided, that Contractor shall, without the prior written consent of ERCOT, be permitted to assign any of its rights or obligations under this Agreement, in whole or in part, (i) to any one or more of its affiliates, (ii) to any person or entity succeeding to all or substantially all of the assets of Contractor, or (iii) as collateral security to any financing party of Contractor or any of its affiliates.
- G. Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party, but if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under applicable law, then the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.



- H. Third-Party Beneficiaries:** No person or entity other than the Parties and their respective successors and permitted assigns shall have any rights, remedies, obligations or benefits under any provision of this Agreement; provided that, notwithstanding the foregoing, CPS Energy is intended to be a third-party beneficiary of this Agreement solely with respect to the obligation of ERCOT to pay (i) the portion of the Standby Payment expressly associated with the CPS Energy eligible cost categories set forth in Attachment 3 of this Agreement and (ii) any actual expenses reasonably incurred by CPS Energy that are associated with the CPS Energy eligible cost categories set forth in Attachment 3 of this Agreement and that exceed the amounts paid through the Standby Payment, and shall be entitled to enforce such obligation of ERCOT.
- I. Independent Contractors:** The Parties are independent contractors. Nothing contained herein shall be deemed to create an association, joint venture, partnership, employee/employer or principal/agent relationship between the Parties hereto or to impose any partnership obligation or liability on either Party. Neither Party shall have any right, power or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way.
- J. Waiver:** Any term or condition of this Agreement may be waived at any time by the Party hereto that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The failure or delay of either Party to require performance by the other Party of any provision of this Agreement shall not affect its right to require performance of such provision unless and until such performance has been waived by such Party in writing in accordance with the terms hereof. No waiver by either Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CONTRACTOR:**

**Prime Power Solutions, LLC d/b/a Life Cycle Power**

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

Name: Thomas Riggs

Title: Chief Executive Officer

ERCOT:

Electric Reliability Council of Texas, Inc.

Signed by:  
By: Chad Seely  
Name: Chad Seely  
Title: Senior Vice President and General Counsel

Initial  
CS  
Approved as  
to form  
(ERCOT Legal)

Attachment 1

**Contractor's Mobile Generators**

<b>CPS Energy Substation</b>	<b>Generator Model</b>	<b>Nameplate MW</b>
Medina Base	Mitsubishi FT8	30
Pearsall	GE TM2500 Gen 8	34.5
Pearsall	GE TM2500 Gen 8	34.5
Highland Hills	GE TM2500 Gen 8	34.5
Highland Hills	GE TM2500 Gen 8	34.5
Nacogdoches	Mitsubishi FT8	30
Nacogdoches	Mitsubishi FT8	30
Valley Road	Mitsubishi FT8	30
Palo Alto	GE TM2500 Gen 8	34.5
Southton	Mitsubishi FT8	30
Beck Rd	Mitsubishi FT8	30
Beck Rd	Mitsubishi FT8	30
Brooks Field	GE TM2500 Gen 7	31.9
Brooks Field	GE TM2500 Gen 7	31.9
Brooks Field	GE TM2500 Gen 7	31.9

Attachment 2

**Hourly Standby Price by Month**

	Monthly Budget (\$)	Standby Price (\$/Hour)	Standby Price (\$/Hour/unit)
Jun 2025	14,867,299	23,825.80	1,588.39
Jul 2025	6,147,995	8,263.43	550.90
Aug 2025	3,365,663	4,523.74	301.58
Sep 2025	1,273,571	1,768.85	117.92
Oct 2025	1,243,571	1,671.47	111.43
Nov 2025	1,215,671	1,688.43	112.56
Dec 2025	1,198,671	1,611.12	107.41
Jan 2026	1,198,671	1,611.12	107.41
Feb 2026	1,198,671	1,783.74	118.92
Mar 2026	1,198,671	1,611.12	107.41
Apr 2026	1,198,671	1,664.82	110.99
May 2026	1,199,986	1,612.88	107.53
Jun 2026	1,199,986	1,666.65	111.11
Jul 2026	1,199,986	1,612.88	107.53
Aug 2026	1,199,986	1,612.88	107.53
Sep 2026	1,199,986	1,666.65	111.11
Oct 2026	1,199,986	1,612.88	107.53
Nov 2026	1,199,986	1,666.65	111.11
Dec 2026	1,199,986	1,612.88	107.53
Jan 2027	2,377,885	3,196.08	213.07
Feb 2027	2,364,885	3,519.17	234.61
Mar 2027	2,885,600	3,878.49	258.57

### Attachment 3

#### Eligible Cost Categories (Excluding Incremental Fuel)

<b>Cost Category</b>	<b>Adder</b>
Labor (Per Person)	None
Fuel Storage Tank Rental (Total)	None
Fuel Piping Infrastructure	10%
Fuel Forwarding Upgrade for Remote Operation	10%
Remote Operations Center Lease & Equipment	10%
Transfer of Mobile Generators to San Antonio Area	10%
Initial Diesel Fill	None
CPS Energy Interconnection-Related Costs and Charges (One-Time)	None
CPS Energy Interconnection-Related Costs and Charges (Recurring)	None
CPS Energy QSE Services Agreement – Related Costs and Charges (One-Time)	None
CPS Energy QSE Services Agreement – Related Costs and Charges (Recurring – Year One)	None
CPS Energy QSE Services Agreement – Related Costs and Charges (Recurring – Year Two)	None
CPS Energy Administrative and Counsel Costs	None
CPS Energy – Right of Entry and License – Related Costs and Charges (One-Time)	None

CPS Energy – Right of Entry and License – Related Costs and Charges (Recurring)	None
CPS Energy – Miscellaneous Costs	

## Attachment 4

### Illustrative Example of Target Start Dates

#### Example 1:

<b>CPS Energy Substation</b>	<b>Mobile Generator Number</b>	<b>Target Start Date Trigger Date<sup>1</sup></b>	<b>30 Days after Target Start Date Trigger Date</b>	<b>Target Start Date</b>
Medina Base	MG1	May 15, 2025	June 14, 2025	June 14, 2025
Pearsall	MG2	May 15, 2025	June 14, 2025	June 14, 2025
Pearsall	MG3	May 15, 2025	June 14, 2025	June 14, 2025
Highland Hills	MG4	May 15, 2025	June 14, 2025	June 14, 2025
Highland Hills	MG5	May 15, 2025	June 14, 2025	June 14, 2025
Nacogdoches	MG6	May 15, 2025	June 14, 2025	July 15, 2025 (MG1 TSD + 31 days)
Nacogdoches	MG7	May 15, 2025	June 14, 2025	July 15, 2025 (MG2 TSD + 31 days)
Valley Road	MG8	May 15, 2025	June 14, 2025	July 15, 2025 (MG3 TSD + 31 days)
Palo Alto	MG9	May 15, 2025	June 14, 2025	July 15, 2025 (MG4 TSD + 31 days)
Southton	MG10	May 15, 2025	June 14, 2025	July 15, 2025 (MG5 TSD + 31 days)
Beck Rd	MG11	May 15, 2025	June 14, 2025	August 15, 2025 (MG6 TSD + 31 days)
Beck Rd	MG12	May 15, 2025	June 14, 2025	August 15, 2025 (MG7 TSD + 31 days)
Brooks Field	MG13	May 15, 2025	June 14, 2025	August 15, 2025 (MG8 TSD + 31 days)
Brooks Field	MG14	May 15, 2025	June 14, 2025	August 15, 2025 (MG9 TSD + 31 days)

<sup>1</sup> For purposes of this illustrative examples, the “Target Start Date Trigger Date” is the date on which, with respect to such Mobile Generator, both of the following have occurred: (a) Contractor and CPS Energy have entered into a right of entry and license agreement granting Contractor the right to install, fuel, operate, and maintain such Mobile Generator at the CPS Energy substation identified in Attachment 1 at which such Mobile Generator is designed to be installed, and (b) CPS Energy has provided written notice to Contractor that the site at the CPS Energy substation identified in Attachment 1 where such Mobile Generator is to be placed has been prepared for, and is ready to accept the delivery and installation of, such Mobile Generator.



Brooks Field	MG15	May 15, 2025	June 14, 2025	August 15, 2025 (MG10 TSD + 31 days)
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### Example 2:

CPS Energy Substation	Mobile Generator Number	Target Start Date Trigger Date	30 Days after Target Start Date Trigger Date	Target Start Date
Medina Base	MG1	May 15, 2025	June 14, 2025	June 14, 2025
Pearsall	MG2	May 16, 2025	June 15, 2025	June 15, 2025
Pearsall	MG3	May 17, 2025	June 16, 2025	June 16, 2025
Highland Hills	MG4	May 18, 2025	June 17, 2025	June 17, 2025
Highland Hills	MG5	May 19, 2025	June 18, 2025	June 18, 2025
Nacogdoches	MG6	May 20, 2025	June 19, 2025	July 15, 2025 (MG1 TSD + 31 days)
Nacogdoches	MG7	May 21, 2025	June 20, 2025	July 16, 2025 (MG2 TSD + 31 days)
Valley Road	MG8	May 22, 2025	June 21, 2025	July 17, 2025 (MG3 TSD + 31 days)
Palo Alto	MG9	May 22, 2025	June 21, 2025	July 18, 2025 (MG4 TSD + 31 days)
Southton	MG10	May 23, 2025	June 22, 2025	July 19, 2025 (MG5 TSD + 31 days)
Beck Rd	MG11	May 24, 2025	June 23, 2025	August 15, 2025 (MG6 TSD + 31 days)
Beck Rd	MG12	May 25, 2025	June 24, 2025	August 16, 2025 (MG7 TSD + 31 days)
Brooks Field	MG13	May 26, 2025	June 25, 2025	August 17, 2025 (MG8 TSD + 31 days)
Brooks Field	MG14	May 27, 2025	June 26, 2025	August 18, 2025 (MG9 TSD + 31 days)

Brooks Field	MG15	May 28, 2025	June 27, 2025	August 19, 2025 (MG10 TSD + 31 days)
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### Example 3:

CPS Energy Substation	Mobile Generator Number	Target Start Date Trigger Date	30 Days after Target Start Date Trigger Date	Target Start Date
Medina Base	MG1	May 15, 2025	June 14, 2025	June 14, 2025
Pearsall	MG2	May 17, 2025	June 16, 2025	June 16, 2025
Pearsall	MG3	May 17, 2025	June 16, 2025	June 16, 2025
Highland Hills	MG4	May 20, 2025	June 19, 2025	June 19, 2025
Highland Hills	MG5	May 20, 2025	June 19, 2025	June 19, 2025
Nacogdoches	MG6	May 30, 2025	June 29, 2025	July 15, 2025 (MG1 TSD + 31 days)
Nacogdoches	MG7	May 30, 2025	June 29, 2025	July 17, 2025 (MG2 TSD + 31 days)
Valley Road	MG8	June 20, 2025	July 20, 2025	July 20, 2025 (TSDTD + 30 days)
Palo Alto	MG9	June 20, 2025	July 20, 2025	July 20, 2025 (TSDTD + 30 days)
Southton	MG10	June 20, 2025	July 20, 2025	July 20 (TSDTD + 30 days)
Beck Rd	MG11	June 22, 2025	July 22, 2025	August 15, 2025 (MG6 TSD + 31 days)
Beck Rd	MG12	June 22, 2025	July 22, 2025	August 17, 2025 (MG7 TSD + 31 days)
Brooks Field	MG13	July 31, 2025	August 30, 2025	August 30, 2025 (TSDTD + 30 days)
Brooks Field	MG14	July 31, 2025	August 30, 2025	August 30, 2025 (TSDTD + 30 days)
Brooks Field	MG15	July 31, 2025	August 30, 2025	August 30, 2025 (TSDTD + 30 days)

**Example 4:**

<b>CPS Energy Substation</b>	<b>Mobile Generator Number</b>	<b>Target Start Date Trigger Date</b>	<b>30 Days after Target Start Date Trigger Date</b>	<b>Target Start Date</b>
Medina Base	MG1	May 15, 2025	June 14, 2025	June 14, 2025
Pearsall	MG2	May 20, 2025	June 19, 2025	June 19, 2025
Pearsall	MG3	May 25, 2025	June 24, 2025	June 24, 2025
Highland Hills	MG4	May 30, 2025	June 29, 2025	June 29, 2025
Highland Hills	MG5	June 5, 2025	July 5, 2025	July 5, 2025
Nacogdoches	MG6	June 10, 2025	July 10, 2025	July 15, 2025 (MG1 TSD + 31 days)
Nacogdoches	MG7	June 18, 2025	July 18, 2025	July 20, 2025 (MG2 TSD + 31 days)
Valley Road	MG8	June 20, 2025	July 20, 2025	July 25, 2025 (MG3 TSD + 31 days)
Palo Alto	MG9	June 23, 2025	July 23, 2025	July 30, 2025 (MG4 TSD + 31 days)
Southton	MG10	June 25, 2025	July 25, 2025	August 5, 2025 (MG5 TSD + 31 days)
Beck Rd	MG11	June 30, 2025	July 30, 2025	August 15, 2025 (MG6 TSD + 31 days)
Beck Rd	MG12	July 2, 2025	August 1, 2025	August 20, 2025 (MG7 TSD + 31 days)
Brooks Field	MG13	July 8, 2025	August 7, 2025	August 25, 2025 (MG8 TSD + 31 days)
Brooks Field	MG14	July 10, 2025	August 9, 2025	August 30, 2025 (MG9 TSD + 31 days)
Brooks Field	MG15	July 20, 2025	August 19, 2025	September 5, 2025 (MG10 TSD + 31 days)