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CONFIDENTIAL-FILING MEMORANDUM

TO: Commission Staff

FROM: Pattern Gulf Wind LLC and Logan's Gap Wind LLC

DATE: July 6, 2026

RE: PUC Docket No. _____: *Complaint of Pattern Gulf Wind LLC and Logan's Gap Wind LLC Against the Electric Reliability Council of Texas for Rejection of Extension Request*

In New Docket No. _____, Pattern Gulf Wind LLC and Logan's Gap Wind LLC (collectively "Complainants") designate the following filing as partially confidential: *Complaint of Pattern Gulf Wind LLC and Logan's Gap Wind LLC Against the Electric Reliability Council of Texas for Rejection of Extension Request*. This filing contains commercially sensitive information. The sequential page number range of the filing includes the following.

The following documents are identified as **Confidential** for the reasons stated below:

- Bates-stamped page: 000165-000918
    - Disclosure of the redacted information would reveal commercially sensitive information that could cause competitive harm if disclosed publicly.

The information qualifies as confidential because it constitutes sensitive, non-public information related to the Complaint filed in the referenced Docket.

Select the applicable box below:

[X] Protected Material

[_] Highly Sensitive Protected Material

[_] Not Applicable (A protective order has not been issued in the proceeding)

Pattern Gulf Wind LLC and Logan's Gap Wind LLC acknowledge that the confidential filing status of these materials may be subject to challenge by another party in the proceeding or by the presiding officer.

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ATTORNEY FOR PATTERN GULF WIND LLC AND LOGAN'S GAP WIND LLC

DOCKET NO. _____

COMPLAINT OF PATTERN GULF WIND LLC AND LOGAN'S GAP WIND LLC AGAINST THE ELECTRIC RELIABILITY COUNCIL OF TEXAS	**§**	**PUBLIC UTILITY COMMISSION OF TEXAS**

COMPLAINT OF PATTERN GULF WIND LLC AND LOGAN'S GAP WIND LLC AGAINST THE ELECTRIC RELIABILITY COUNCIL OF TEXAS FOR REJECTION OF EXTENSION REQUEST

DOCKET NO. _____

COMPLAINT OF PATTERN GULF WIND LLC AND LOGAN'S GAP WIND LLC AGAINST THE ELECTRIC RELIABILITY COUNCIL OF TEXAS	**§ § § § §**	**PUBLIC UTILITY COMMISSION OF TEXAS**

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DOCKET NO. _____

COMPLAINT OF PATTERN GULF WIND LLC AND LOGAN'S GAP WIND LLC AGAINST THE ELECTRIC RELIABILITY COUNCIL OF TEXAS	§ § § §	**PUBLIC UTILITY COMMISSION OF TEXAS**

COMPLAINT OF PATTERN GULF WIND LLC AND LOGAN'S GAP WIND LLC AGAINST THE ELECTRIC RELIABILITY COUNCIL OF TEXAS FOR REJECTION OF EXTENSION REQUEST

TO THE HONORABLE CHAIR AND COMMISSIONERS OF THE PUBLIC UTILITY COMMISSION OF TEXAS:

I. EXECUTIVE SUMMARY

In accordance with 16 Texas Administrative Code ("TAC") § 22.251, Pattern Gulf Wind LLC ("Pattern Gulf Wind") and Logan's Gap Wind LLC ("Logan's Gap Wind") (collectively "Complainants") present this complaint against the Electric Reliability Council of Texas, Inc. ("ERCOT") (the "Complaint") for rejecting Pattern Gulf Wind's and Logan's Gap Wind's extension requests to comply with all aspects of Nodal Operating Guide ("NOG") § 2.6.2.1(1) without conducting the threshold reliability risk assessment required by 16 TAC § 25.517(d), and without evaluating or determining whether a feasible, acceptable solution will become available within a reasonable time as required by 16 TAC § 25.517(d)(3)(C).[1] This Complaint is filed pursuant to 16 TAC § 22.251(r), which governs complaints by a resource entity involving ERCOT's decision on an exemption or extension request under 16 TAC § 25.517.[2]

On June 1, 2026, ERCOT issued an Extension Request Rejection Notice to Pattern Gulf Wind stating that it was "unable to grant the extensions" for Pattern Gulf Wind's wind generation

[1] *See*, 16 TAC §§ 25.517(d)(1), (d)(3)(C); and 22.251(r).

[2] *See*, 16 TAC § 22.251(r)(1)–(5).

resources which are Inverter-Based Resources ("IBR") designated with ERCOT as TGW_T1 and TGW_T2. This denial was based on Pattern Gulf Wind not having submitted the required information under NOG § 2.12.1(3)(c).[3] On June 1, 2026, ERCOT also issued an Extension Request Rejection Notice to Logan's Gap Wind stating that it was "unable to grant the extensions" for Logan's Gap Wind's wind generation resources which are also IBRs designated with ERCOT as LGW_UNIT1 and LGW_UNIT2.This denial was also based on Logan's Gap Wind not having submitted the required information under NOG § 2.12.1(3)(c).[4]

ERCOT's rejections were based primarily on the administrative status of the model submission for both Complainants, rather than actually doing the analysis required under 16 TAC § 25.517, which requires ERCOT to evaluate whether granting the extension would create a threshold reliability risk to the ERCOT system. To Complainant's knowledge, ERCOT did not assess steady-state or dynamic stability, resource performance under reasonable operating conditions, critical contingencies, or other factors enumerated in 16 TAC § 25.517(d)(1) before denying the extension requests for both entities.[5] Further, ERCOT's decision did not include a written reliability-risk assessment or reasoning, nor did the denial reflect the cooperative review process contemplated by NOG § 2.12.1.3.[6] All of these analyses are required of ERCOT under the applicable rules before rejecting the Complainants' extension requests. Instead, ERCOT rejected the requests when it determined the modeling information Complainants submitted would not allow ERCOT to conduct the Protocols-required analysis of the extension requests without first working with Complaints to provide said information. For this reason and as will be outlined

[3] Exhibit A (ERCOT Extension Request Rejection Notice – Pattern Gulf Wind).

[4] Exhibit B (ERCOT Extension Request Rejection Notice – Logan's Gap Wind).

[5] *See*, 16 TAC § 25.517(d)(1).

[6] *See*, NOG § 2.12.1.3.

throughout this Complaint, ERCOT's conduct violated the requirements in 16 TAC § 25.517, and the Commission should reverse ERCOT's denial and grant the extensions under 16 TAC § 22.251(r).

This Complaint turns on an important distinction between current capability, formal maximization, and ERCOT-accepted modeling. Based on the information presently available to Pattern Gulf Wind and Logan's Gap Wind, the IBRs likely satisfy the applicable May 1, 2024 Frequency Ride-Through ("FRT") requirements and/or the temporary FRT requirements applicable to pre-August 1, 2024 SGIA resources under NOG § 2.6.2.1.1. But Pattern Gulf Wind and Logan's Gap Wind have not yet completed the full NOGRR245 maximization and model-acceptance sequence necessary for ERCOT to formally recognize the IBRs' post-maximization capability under NOG §§ 2.6.2.1(6), 2.11, and 2.12.1. However, both Pattern Gulf Wind and Logan's Gap Wind expect those to be submitted to ERCOT soon and shortly after the filing of the complaint. However, that distinction regarding submission is the central issue in this Complaint and the reason that conditioned extension relief should be granted by the Commission.

Pattern Gulf Wind and Logan's Gap Wind are not seeking relief because either has abandoned compliance or because the equipment lacks a feasible compliance pathway. The Complainants instead seek relief because the remaining compliance steps require a coordinated technical sequence: evaluating Original Equipment Manufacturer ("OEM")-recommended settings changes, determining whether those changes affect the electrical performance of the facility, updating and validating any required dynamic model, and completing any necessary Transmission Service Provider ("TSP") and ERCOT review before the revised settings can be placed into service and reflected in an ERCOT-accepted model. Therefore, the absence of a final, accepted post-modification model is not a reasonable basis for outright rejection without a

substantive reliability-risk assessment. Instead, this is the precise type of implementation and verification issue that should be addressed through a conditioned granting of the extension, milestones for compliance, and continued ERCOT oversight.

Based on the OEM's analysis for both entities, TGW_T1, TGW_T2, LGW_UNIT1, and LGW_UNIT2 are expected to likely satisfy the applicable FRT requirements under NOG §§ 2.6.2.1(1)–(5) through available settings changes, subject to ERCOT's review and acceptance of the corresponding model and supporting documentation and completion of implementation. Therefore, the record does not show a known permanent technical limitation that prevents compliance. Rather, the remaining issues concern the sequencing and implementation of the identified changes, verification of the resulting performance, and completion of ERCOT's model-review and acceptance process.

Pattern Gulf Wind expects that TGW_T1 and TGW_T2 can likely satisfy applicable FRT requirements under NOG §§ 2.6.2.1(1)–(5) through available settings changes. Further, Logan's Gap Wind expects that LGW_UNIT1 and LGW_UNIT2 can likely satisfy applicable FRT requirements under NOG §§ 2.6.2.1(1)–(5) through available settings changes. Accordingly, the current record evidence does not indicate a known technical limitation that would prevent compliance. Rather, the remaining issues concern the sequencing and implementation of those settings changes, verification of the resulting performance, and ERCOT's review and acceptance of the updated model and supporting documentation.

The practical problem is that ERCOT determined that the absence of a final accepted model was a threshold to considering the extension request, even though the model itself depends on the technical implementation and review process that Pattern Gulf Wind and Logan's Gap Wind were

actively pursuing.[7] Pattern Gulf Wind and Logan's Gap Wind had to evaluate the recommended settings changes, determine whether those changes affected the electrical performance of the facility, update and validate the dynamic model if required, and complete any necessary TSP and ERCOT review before claiming that the IBR had been formally maximized. That process is materially different from inaction or refusal to comply.[8]

Accordingly, although Pattern Gulf Wind and Logan's Gap Wind have not yet fully maximized TGW_T1, TGW_T2, LGW_UNIT1, and LGW_UNIT2's ride-through capability through implemented and ERCOT-validated settings changes, Pattern Gulf Wind, Logan's Gap Wind, and the OEM have identified a feasible and reasonable compliance path and are actively pursuing maximization in a technically responsible manner. The IBRs' current status reflects the practical sequence required to implement ride-through settings changes safely and consistently with ERCOT's modeling and review requirements. It does not reflect a lack of diligence, a lack of good-faith compliance efforts, or an inability of Pattern Gulf Wind and Logan's Gap Wind to meet the applicable FRT standards.

Because ERCOT's rejection was based on the administrative status of model submissions rather than a substantive reliability determination, ERCOT did not evaluate on the merits TGW_T1, TGW_T2, LGW_UNIT1, or LGW_UNIT2's current ride-through capability, its OEM-confirmed pathway to formal maximization, or Pattern Gulf Wind's and Logan's Gap Wind's ongoing efforts to complete the necessary engineering, modeling, and approval steps in compliance with 16 TAC § 25.517. Without the requested extension, Pattern Gulf Wind and Logan's Gap Wind

[7] See, Exhibit A and B; PGRR109.

[8] This timeline was further constrained by Planning Guide Revision Request 109 ("PGRR109") which requires the TSP and ERCOT review and approve IBR settings modifications before implementation, creating a sequencing issue that the extension mechanism is designed to address.

remain exposed to compliance consequences in spite of their likely FRT capability, active compliance efforts, feasible technical solution, and ongoing work to complete ERCOT's modeling requirements.

Therefore, because ERCOT's rejection was procedurally deficient, substantively unsupported by any threshold reliability-risk analysis, and disproportionate given Pattern Gulf Wind's and Logan's Gap Wind's demonstrated compliance efforts and OEM-confirmed pathway to formal FRT maximization, the Commission should grant this Complaint, reverse ERCOT's June 1, 2026 rejections, and grant the requested extensions for NOG § 2.6.2.1(1), subject to reasonable conditions.[9] Those conditions may include model and Model Quality Test ("MQT") completion milestones, periodic status reports, continued compliance with the applicable interim ride-through requirements, ERCOT review of settings changes requiring approval, and documentation of any limitation that cannot be accurately modeled. In the alternative, the Commission should remand the matter to ERCOT with instructions to evaluate Pattern Gulf Wind's and Logan's Gap Wind's extension requests on the merits, including a proper threshold reliability-risk assessment under 16 TAC § 25.517(d).[10]

II. IDENTIFICATION OF PARTIES

In accordance with 16 TAC § 22.251(d)(1)(A), Pattern Gulf Wind and Logan's Gap Wind provide the following list of all complainants and the entities against whom Pattern Gulf Wind and Logan's Gap Wind seeks relief and the contact information of the parties' counsel or other representatives.

[9] *See*, 16 TAC § 22.251(r)(5).

[10] *See*, 16 TAC § 25.517(d).

The name and address of the Complainants, Pattern Gulf Wind LLC and Logan's Gap Wind LLC, and their authorized representatives are as follows:

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The entity against whom Complainants seeks relief, ERCOT, and its representatives are as follows:

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III. STATEMENT OF THE CASE

A. UNDERLYING OR RELATED PROCEEDINGS

No prior or pending related proceedings exist before the Commission involving these extension requests. This Complaint is the first formal proceeding concerning ERCOT's June 1, 2026 rejection of Pattern Gulf Wind's and Logan's Gap Wind's extension requests for NOG § 2.6.2.1(1).

B. AFFECTED ENTITIES

The affected entities are Pattern Gulf Wind LLC, as the Resource Entity for TGW_T1 and TGW_T2, Logan's Gap Wind LLC as the Resource Entity for LGW_UNIT1 and LGW_UNIT2, and ERCOT, as the entity whose conduct is challenged in this Complaint by Complainants.

C. CONDUCT FROM WHICH PATTERN GULF WIND AND LOGAN'S GAP WIND SEEK RELIEF

Complainants challenge ERCOT's June 1, 2026 Extension Request Rejection Notices, in which ERCOT rejected Pattern Gulf Wind's and Logan's Gap Wind's extension request for NOG § 2.6.2.1(1) for TGW_T1, TGW_T2, LGW_UNIT1 and LGW_UNIT2 on the basis that Pattern Gulf Wind and Logan's Gap Wind had not submitted the required correct model as of June 1, 2026, as required by NOG § 2.12.1(3)(c).[11]

D. APPLICABLE ERCOT PROCEDURES, PROTOCOLS, OPERATING GUIDES, OR LAW

The applicable ERCOT procedures, protocols, operating guides, and law include: NOG §§ 2.6.2.1 (FRT Requirements), 2.12.1 (Extensions), 2.12.1.3 (Extension Request Process); 16 TAC

[11] *See*, Exhibit A (ERCOT Extension Request Rejection Notice – Pattern Gulf Wind) and Exhibit B (ERCOT Extension Request Rejection Notice – Logan's Gap Wind).

§ 22.251 (Review of ERCOT Conduct); 16 TAC § 25.517 (Exemption Process for ERCOT Reliability Requirements); PURA §§ 39.151 (Essential Organizations) and 39.1515 (Wholesale Electric Market Monitor); and Planning Guide Revision Request 109 (PGRR109) (Dynamic Model Review Process Improvement for Inverter-Based Resource Modification).[12]

E. USE OF APPLICABLE ERCOT PROCEDURES EXCEPTION

Complainants rely on the exception under 16 TAC § 22.251(r)(1) in filing this Complaint. In a complaint by Resource Entities involving ERCOT's decision on the Resource Entities' exemption or extension requests under § 25.517, the Complainants are not required to comply with Applicable ERCOT Procedures before filing at the Commission. This proceeding is exempt from Alternative Dispute Resolution ("ADR") or other informal dispute-resolution procedures otherwise available under § 22.251.[13]

ERCOT's June 1, 2026 rejection notices confirm this direct-appeal pathway, stating that pursuant to NOG § 2.12.1.3(6), "the Requesting Entity may appeal this decision directly to the PUCT without the need to comply with the Alternative Dispute Resolution Procedure in Protocol Section 20."[14]

F. REQUEST FOR SUSPENSION OF ERCOT CONDUCT

Complainants reserve the right to seek suspension of ERCOT's rejection while this Complaint is pending, pursuant to 16 TAC § 22.251(j).[15]

G. JURISDICTION (16 TAC § 22.251(E)(2)(B)(VII))

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[12] *See*, NOG §§ 2.6.2.1, 2.12.1, 2.12.1.3; 16 TAC § 22.251; 16 TAC § 25.517; PURA §§ 39.151, 39.1515; PGRR109.

[13] *See*, 16 TAC § 22.251(r)(1).

[14] *See*, Exhibit A, Exhibit B, and NOG § 2.12.1.3(6).

[15] *See*, 16 TAC § 22.251(j).

The Commission has jurisdiction over this Complaint pursuant to PURA §§ 39.151 and 39.1515, 16 TAC §§ 22.251, and 25.517(f), which provides that a Resource Entity dissatisfied with ERCOT's determination on its exemption or extension request may file a complaint under 16 TAC § 22.251.[16]

IV. TIMELINESS OF FILING AND PRESERVATION OF APPEAL RIGHTS

A formal complaint under 16 TAC § 22.251 must be filed within 35 days of the ERCOT conduct that is the subject of the complaint.[17] ERCOT issued the Extension Request Rejection Notices to Pattern Gulf Wind and Logan's Gap Wind on June 1, 2026. Thirty-five calendar days from June 1, 2026 is July 6, 2026; therefore, this Complaint is timely filed.

NOG § 2.12.1.3(7) provides that a Requesting Entity that does not submit a "notice of appeal to ERCOT within the required time period" after receiving ERCOT's rejection is deemed to have accepted the decision. However, the NOG does not define or specify the "required time period."[18] Complainants have provided a separate written notice of appeal to ERCOT preserving all rights and does not accept ERCOT's decision. Complainants respectfully request that the Commission confirm that the undefined "required time period" does not bar direct Commission review under 16 TAC § 22.251(r).

[16] *See*, PURA §§ 39.151, 39.1515; 16 TAC §§ 22.251, 25.517(f).

[17] *See*, 16 TAC § 22.251

[18] *See*, NOG § 2.12.1.3(7).

V. RESOURCE SPECIFIC DISCLOSURES

A. EXEMPTION FROM APPLICABLE ERCOT PROCEDURES

Pursuant to 16 TAC § 22.251(r)(1), Pattern Gulf Wind and Logan's Gap Wind are not required to comply with Applicable ERCOT Procedures prior to submitting this Complaint to the Commission.[19]

B. EXEMPTION FROM ADR AND INFORMAL DISPUTE RESOLUTION

Pursuant to § 22.251(r)(2), this proceeding is exempt from ADR or other informal dispute-resolution procedures otherwise available under § 22.251.[20]

C. RESOURCES' HISTORY OF RELIABILITY-RELATED VIOLATIONS

Logan's Gap Wind has no history of violations of reliability-related ERCOT protocols, operating guides, or other binding documents for LGW_UNIT1 and LGW_UNIT2. Pattern Gulf Wind is aware of three possible violations for TGW_T1 and TGW_T2, from the ERCOT Reliability Monitor ("ERM"). Those three potential violations are: ERM2024-07 related to conduct on November 7, 2023; ERM2024-064 related to conduct on January 16, 2024; and ERM2025-55 related to conduct on January 21, 2025. To Pattern Gulf Wind's knowledge none of these potential violations were referred to the Public Utility Commission of Texas for possible enforcement actions.

[19] *See*, PURA §§ 39.151, 39.1515; 16 TAC §§ 22.251, 25.517(f).

[20] *See*, 16 TAC § 22.251(r)(2).

VI. STATEMENT OF ISSUES PRESENTED FOR COMMISSION REVIEW

Pattern Gulf Wind and Logan's Gap Wind present the following issues for Commission review:

(1) Whether Pattern Gulf Wind and Logan's Gap Wind satisfied all conditions set forth in NOG § 2.12.1(3)(a)–(e), such that ERCOT was required to grant the requested extensions under the mandatory "will grant" language of that provision, and whether ERCOT's rejection exceeded the bounds of its "sole and reasonable discretion" as circumscribed by those enumerated criteria;

(2) Whether ERCOT's rejection of Pattern Gulf Wind and Logan's Gap Wind's extension requests were procedurally deficient under NOG § 2.12.1.3, including whether ERCOT complied with its obligations to acknowledge submissions, provide ten business days to cure missing items, designate a senior decision-maker, and issue written merits-based determinations within a reasonable time;

(3) Whether ERCOT conducted the threshold reliability risk assessments required by 16 TAC § 25.517(d)(1) before rejecting the extension requests, including whether ERCOT evaluated the factors enumerated in that provision;

(4) Whether ERCOT evaluated whether a feasible, acceptable solution will become available within a reasonable time, as required by 16 TAC § 25.517(d)(3)(C), before denying the extensions;

(5) Whether ERCOT made reasonable efforts to work with Pattern Gulf Wind and Logan's Gap Wind to identify mutually acceptable technical or operational options to mitigate threshold reliability risk, as required by 16 TAC § 25.517(d), before denying relief; and

(6) Whether the Commission should directly grant the requested extensions for NOG § 2.6.2.1(1), with conditions, pursuant to 16 TAC § 22.251(r)(5), given OEM confirmation that FRT compliance is achievable through settings changes and the absence of any demonstrated reliability risk.

VII. STATEMENT OF FACTS FOR PATTERN GULF WIND

Pattern Gulf Wind LLC is a Resource Entity for the IBRs, identified in the ERCOT system as TGW_T1 and TGW_T2, which collectively comprise a 283.2 MW wind generation facility located in Kenedy County, Texas. The facility consists of one hundred and eighteen (118) Siemens 2.4 MW Type 4 wind turbines, with a single point of interconnection ("POI") to the ERCOT transmission grid.[21]

Pattern Gulf Wind LLC holds a First Amended and Restated Standard Generation Interconnection Agreement ("Pattern Gulf Wind First A&R SGIA") with Electrical Transmission Texas, LLC, executed on July 30, 2019, well before the August 1, 2024 threshold date.[22] The IBR achieved Commercial Operation on or about May 6, 2021. Because the Pattern Gulf Wind First A&R SGIA predates August 1, 2024, the IBR is subject to the NOGRR245 transition framework applicable to pre-August 1, 2024 resources. For FRT, the applicable interim baseline is not styled as "Legacy FRT"; rather, the NOG requires the IBR to comply with the FRT requirements in effect on May 1, 2024 until the IBR maximizes its FRT capability under NOG § 2.6.2.1(6), and also establishes temporary FRT requirements for pre-August 1, 2024 SGIA IBR's that have not yet implemented modifications to satisfy NOG § 2.6.2.1(1)–(5). Pattern Gulf Wind LLC is therefore eligible to seek an extension under NOG § 2.12.1 for TGW_T1 and TGW_T2 as an IBR with an

[21] *See*, Exhibit D (Pattern Gulf Wind First Amended and Revised Standard Generation Interconnection Agreement).

[22] *See*, Exhibit D (Pattern Gulf Wind First Amended and Revised Standard Generation Interconnection Agreement).

SGIA executed before August 1, 2024, provided the applicable submission and documentation requirements are satisfied.[23]

On September 26, 2024, the Commission approved NOGRR245, establishing IBR Ride-Through Requirements, effective October 1, 2024.[24] NOGRR245 required Resource Entities to submit extension requests and notices of intent to request exemptions, along with supporting documentation, by April 1, 2025. ERCOT subsequently extended that deadline to April 15, 2025 via Market Notice M-A010825-05.[25]

After receiving initial submissions that ERCOT determined did not contain the minimum required information, ERCOT allowed Resource Entities to submit all required information by September 15, 2025 via Market Notice M-A010825-06.[26]

Under NOG § 2.12.1(3), ERCOT, "in its sole and reasonable discretion, will grant an extension" if all of the following conditions exist: (a) circumstances beyond the Requesting Entity's reasonable control prevented it from meeting the deadline; (b) the extension request demonstrates the Requesting Entity's good-faith efforts to minimize the extension's duration; (c) the Requesting Entity has provided accurate models that include all limitations and describes all limitations the Requesting Entity cannot model and represents to ERCOT the model is accurate; (d) the date for the requested extension for a Resource with an SGIA before August 1, 2024 does

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[23] *See*, NOG § 2.12.1.

[24] *See*, *Review of Protocols Adopted by the Independent Organization*, Project No. 54445, Order Approving ERCOT Revision Requests (Sept. 26, 2024) (approving NOGRR245, effective Oct. 1, 2024).

[25] *See*, ERCOT Market Notice M-A010825-05 (extending deadline to April 15, 2025).

[26] *See*, ERCOT Market Notice M-A010825-06 (establishing September 15, 2025 supplemental deadline).

not exceed December 31, 2027; and (e) the date for the requested extension for a Resource with an SGIA after August 1, 2024 does not exceed December 31, 2028.[27]

On April 1, 2025, Pattern Gulf Wind submitted its initial NOGRR245 package, including an extension request for NOG § 2.6.2.1 through December 31, 2027. Pattern Gulf Wind requested "an extension to maximize ride through capabilities pursuant to ERCOT Nodal Operating Guides, Section 2: System Operations and Control Requirements, December 1, 2024, §2.6.2.1 Frequency Ride-Through Requirements and §2.9.1.2 Legacy Voltage Ride-Through Requirements."[28] Further, Pattern Gulf Wind provided an implementation schedule for it to comply with NOGRR245 and the FRT maximization requirements on May 9, 2025.[29]

On September 15, 2025, Pattern Gulf Wind submitted its supplemental NOGRR245 package in compliance with ERCOT Market Notice M-A010825-06.[30] In that supplemental submission Pattern Gulf Wind indicated it would "need to make modifications to maximize voltage and frequency ride-through capabilities to exceed the ERCOT Nodal Operating Guides, Section 2: System Operations and Control Requirements, December 1, 2024, §2.6.2.1 Frequency Ride-Through Requirements and §2.9.1.2 Legacy Voltage Ride-Through Requirements."[31] Further, Pattern Gulf Wind indicated it would be implementing changes to both protective relays and wind turbine generators and the protective relay changes would be implemented by December 31, 2025.[32]

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[27] NOG § 2.12.1(3)(a)–(e).

[28] Confidential Exhibit A (Pattern Gulf Wind NOGRR 245 Package Submission and Extension Letter).

[29] Confidential Exhibit B (Pattern Gulf Wind NOGRR 245 Implementation Schedule Letter).

[30] Confidential Exhibit C (Pattern Gulf Wind NOGRR 245 Sep. 15, 2025 Supplemental Package Submission).

[31] Confidential Exhibit C (Pattern Gulf Wind NOGRR 245 Sep. 15, 2025 Supplemental Package Submission).

[32] Confidential Exhibit C (Pattern Gulf Wind NOGRR 245 Sep. 15, 2025 Supplemental Package Submission).

As a part of that September 15, 2025 supplemental filing Pattern Gulf Wind indicated it would need to make modifications to wind turbine generator ("WTG") firmware and software to maximize its frequency and voltage ride through capability. Further, in that supplemental filing, Pattern Gulf Wind indicated that the WTG OEM, Siemens Gamesa Renewable Energy, Inc., informed Pattern Gulf Wind on March 21, 2025, that these modifications, including the documentation as required in ERCOT Planning Guide, Section 5: ERCOT Planning Guide Section 5: Generator Interconnection or Modification, December 12, 2024, would not be ready for implementation date of December 31, 2025. Further, the OEM, had requested that the responsible resource entity request an extension as outlined in ERCOT Nodal Operating Guides, Section 2: System Operations and Control Requirements, December 1, 2024, §2.12 until December 31, 2027. Because on this Pattern Gulf Wind reiterated its request to ERCOT for an extension to maximize ride through capabilities given the response from the OEM.[33]

Subsequently, representatives for Pattern Gulf Wind had a conversation with representatives for ERCOT on November 17, 2025, to discuss information that remained missing after the September 1, 2025 supplemental submission.[34] After this conversation, ERCOT sent an e-mail on November 24, 2025 outlining the information under NOG Section 2.12.1.3(1) that remained missing from the September 15, 2025 submission.[35] In response to this e-mail, Pattern Gulf Wind provided the supplemental information requested by ERCOT via e-mail on December 4, 2025.[36]

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[33] Confidential Exhibit C (Pattern Gulf Wind NOGRR 245 Sep. 1, 2025 Supplemental Package Submission).

[34] Confidential Exhibit D (Pattern Gulf Wind NOGRR 245 Dec. 4, 2025 Supplemental Package Submission).

[35] Confidential Exhibit E (Pattern Gulf Wind NOGRR 245 Nov. 24, 2025 ERCOT E-mail).

[36] Confidential Exhibit D (Pattern Gulf Wind NOGRR 245 Dec. 4, 2025 Supplemental Package Submission).

On February 18, 2026, ERCOT sent an additional e-mail to representatives for Pattern Gulf Wind outlining the information under NOG Section 2.12.1.3(1) that remained missing from the December 4, 2025 submission.[37] On March 6, 2026, Pattern Gulf Wind provided additional information in response to ERCOT's February 18, 2026 request.[38]

On June 1, 2026, Pattern Gulf Wind sent another e-mail to ERCOT to update the milestone dates in the implementation schedule provided to ERCOT previously.[39] Pattern Gulf Wind provided ERCOT an update from its previous May 9, 2025 update that the Dynamic Models Package Submittal would be provided in July of 2026.[40]

On that same day, June 1, 2026, ERCOT issued an Extension Request Rejection Notice to Pattern Gulf Wind stating that it was "unable to grant the extensions" for Pattern Gulf Wind's wind generation resources because Pattern Gulf Wind had not submitted the required information under NOG § 2.12.1(3)(c).[41] ERCOT's rejection was based principally on the administrative status of a model submission, rather than on any determination that granting the extension would create a threshold reliability risk to the ERCOT system. To Complainants' knowledge, ERCOT did not assess steady-state or dynamic stability, resource performance under reasonable operating conditions, critical contingencies, or other factors enumerated in § 25.517(d)(1) before denying

[37] Confidential Exhibit F (Pattern Gulf Wind NOGRR 245 Mar. 6, 2026 Supplemental Package Submission).

[38] Confidential Exhibit F (Pattern Gulf Wind NOGRR 245 Mar. 6, 2026 Supplemental Package Submission).

[39] Confidential Exhibit G (Pattern Gulf Wind NOGRR 245 Jun. 1, 2026 E-mail).

[40] Confidential Exhibit G (Pattern Gulf Wind NOGRR 245 Jun. 1, 2026 E-mail).

[41] Exhibit A (ERCOT Extension Request Rejection Notice – Pattern Gulf Wind).

the extension.[42] ERCOT's decision did not include a written reliability-risk rationale, nor did it reflect the cooperative review process contemplated by NOG § 2.12.1.3.[43]

Despite the rejection, ERCOT's notice confirmed that the NOG still requires Pattern Gulf Wind to ensure the IBR's FRT capability is set to the maximum level the equipment allows to meet or exceed the requirements of NOG §§ 2.6.2.1(1)–(5).[44]

VIII. STATEMENT OF FACTS FOR LOGAN'S GAP WIND

Logan's Gap Wind LLC is a Resource Entity for the IBRs, identified in the ERCOT system as LGW_UNIT1 and LGW_UNIT2, which collectively comprise a 199.26 MW wind generation facility located in Comanche County, Texas. The facility consists of one hundred and twenty-three (123) Siemens 1.62 MW wind turbines, with a single point of interconnection ("POI") to the ERCOT transmission grid.[45]

Logan's Gap Wind LLC holds a Standard Generation Interconnection Agreement ("Logan's Gap Wind SGIA") with Oncor Electric Delivery Company LLC, executed on December 11, 2013, well before the August 1, 2024 threshold date.[46] The IBR achieved Commercial Operation on or about September 30, 2015. Because the Logan's Gap Wind SGIA predates August 1, 2024, the IBR is subject to the NOGRR245 transition framework applicable to pre-August 1, 2024 resources. For FRT, the applicable interim baseline is not styled as "Legacy FRT"; rather, the NOG requires the IBR to comply with the FRT requirements in effect on May 1, 2024 until the IBR maximizes its FRT capability under NOG § 2.6.2.1(6), and also establishes temporary

[42] *See*, 16 TAC § 25.517(d)(1).

[43] *See*, NOG § 2.12.1.3.

[44] Exhibit A; *See*, NOG § 2.6.2.1(1)–(5).

[45] *See*, Exhibit E (Logan's Gap Wind Standard Generation Interconnection Agreement).

[46] *See*, Exhibit E (Logan's Gap Wind Standard Generation Interconnection Agreement).

FRT requirements for pre-August 1, 2024 SGIA IBR's that have not yet implemented modifications to satisfy NOG § 2.6.2.1(1)–(5). Logan's Gap Wind LLC is therefore eligible to seek an extension under NOG § 2.12.1 for LGW_UNIT1 and LGW_UNIT2 as an IBR with an SGIA executed before August 1, 2024, provided the applicable submission and documentation requirements are satisfied.[47]

On September 26, 2024, the Commission approved NOGRR245, establishing IBR Ride-Through Requirements, effective October 1, 2024.[48] NOGRR245 required Resource Entities to submit extension requests and notices of intent to request exemptions, along with supporting documentation, by April 1, 2025. ERCOT subsequently extended that deadline to April 15, 2025 via Market Notice M-A010825-05.[49]

After receiving initial submissions that ERCOT determined did not contain the minimum required information, ERCOT allowed Resource Entities to submit all required information by September 15, 2025 via Market Notice M-A010825-06.[50]

Under NOG § 2.12.1(3), ERCOT, "in its sole and reasonable discretion, will grant an extension" if all of the following conditions exist: (a) circumstances beyond the Requesting Entity's reasonable control prevented it from meeting the deadline; (b) the extension request demonstrates the Requesting Entity's good-faith efforts to minimize the extension's duration; (c) the Requesting Entity has provided accurate models that include all limitations and describes all limitations the Requesting Entity cannot model and represents to ERCOT the model is accurate;

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[47] *See*, NOG § 2.12.1.

[48] *See*, *Review of Protocols Adopted by the Independent Organization*, Project No. 54445, Order Approving ERCOT Revision Requests (Sept. 26, 2024) (approving NOGRR245, effective Oct. 1, 2024).

[49] *See*, ERCOT Market Notice M-A010825-05 (extending deadline to April 15, 2025).

[50] *See*, ERCOT Market Notice M-A010825-06 (establishing September 15, 2025 supplemental deadline).

(d) the date for the requested extension for a Resource with an SGIA before August 1, 2024 does not exceed December 31, 2027; and (e) the date for the requested extension for a Resource with an SGIA after August 1, 2024 does not exceed December 31, 2028.[51]

On April 1, 2025, Logan's Gap Wind submitted its initial NOGRR245 package, including an extension request for NOG § 2.6.2.1 through December 31, 2027. Logan's Gap Wind requested "an extension to maximize ride through capabilities pursuant to ERCOT Nodal Operating Guides, Section 2: System Operations and Control Requirements, December 1, 2024, §2.6.2.1 Frequency Ride-Through Requirements and §2.9.1.2 Legacy Voltage Ride-Through Requirements."[52] Further, Logan's Gap Wind provided an implementation schedule for it to comply with NOGRR245 and the FRT maximization requirements on May 9, 2025.[53]

On September 15, 2025, Logan's Gap Wind submitted its supplemental NOGRR245 package in compliance with ERCOT Market Notice M-A010825-06.[54] In that supplemental submission Logan's Gap Wind indicated it would "need to make modifications to maximize voltage and frequency ride-through capabilities to exceed the ERCOT Nodal Operating Guides, Section 2: System Operations and Control Requirements, December 1, 2024, §2.6.2.1 Frequency Ride-Through Requirements and §2.9.1.2 Legacy Voltage Ride-Through Requirements."[55] Further, Logan's Gap Wind indicated it would be implementing changes to both protective relays

[51] NOG § 2.12.1(3)(a)–(c).

[52] Confidential Exhibit H (Logan's Gap Wind NOGRR 245 Package Submission and Extension Letter).

[53] Confidential Exhibit I (Logan's Gap Wind NOGRR 245 Implementation Schedule Letter).

[54] Confidential Exhibit J (Logan's Gap Wind NOGRR 245 Sep. 15, 2025 Supplemental Package Submission).

[55] Confidential Exhibit J (Logan's Gap Wind NOGRR 245 Sep. 15, 2025 Supplemental Package Submission).

and wind turbine generators and the protective relay changes would be implemented by December 31, 2025.[56]

As a part of that September 15, 2025 supplemental filing Logan's Gap Wind indicated it would need to make modifications to WTG firmware and software to maximize its frequency and voltage ride through capability. Further, in that supplemental filing, Logan's Gap Wind indicated that the WTG OEM, Siemens Gamesa Renewable Energy, Inc., informed Logan's Gap Wind on March 21, 2025, that these modifications, including the documentation as required in ERCOT Planning Guide, Section 5: ERCOT Planning Guide Section 5: Generator Interconnection or Modification, December 12, 2024, would not be ready for implementation date of December 31, 2025. Further, the OEM, had requested that the responsible resource entity request an extension as outlined in ERCOT Nodal Operating Guides, Section 2: System Operations and Control Requirements, December 1, 2024, §2.12 until December 31, 2027. Because on this Logan's Gap Wind reiterated its request to ERCOT for an extension to maximize ride through capabilities given the response from the OEM.[57]

Subsequently ERCOT e-mailed representatives for Logan's Gap Wind on November 6, 2025, outlining the information under NOG Section 2.12.1.3(1) that remained missing from the September 15, 2025 submission.[58] Representatives for Logan's Gap had a call with ERCOT on November 17, 2025 in response to the November 6, 2025 e-mail to discuss the remaining missing

[56] Confidential Exhibit J (Logan's Gap Wind NOGRR 245 Sep. 15, 2025 Supplemental Package Submission).

[57] Confidential Exhibit J (Logan's Gap Wind NOGRR 245 Sep. 15, 2025 Supplemental Package Submission).

[58] Confidential Exhibit K (Logan's Gap Wind NOGRR 245 Nov. 6, 2025 ERCOT E-mail).

information.[59] In response to this Logan's Gap Wind provided the supplemental information requested by ERCOT via e-mail on November 18, 2025.[60]

On February 17, 2026, ERCOT sent an additional e-mail to representatives for Logan's Gap Wind outlining the information under NOG Section 2.12.1.3(1) that remained missing from the November 18, 2025, submission.[61] On March 6, 2026, Logan's Gap Wind provided additional information in response to ERCOT's February 18, 2026 request.[62]

On June 1, 2026, Logan's Gap Wind sent another e-mail to ERCOT to update the milestone dates in the implementation schedule provided to ERCOT previously.[63] Logan's Gap Wind provided ERCOT an update from its previous May 9, 2025 that the Dynamic Models Package Submittal would be provided in July of 2026.[64]

On that same day, June 1, 2026, ERCOT issued an Extension Request Rejection Notice to Logan's Gap Wind stating that it was "unable to grant the extensions" for Logan's Gap Wind's wind generation resources because Logan's Gap Wind had not submitted the required information under NOG § 2.12.1(3)(c).[65] ERCOT's rejection was based principally on the administrative status of a model submission, rather than on any determination that granting the extension would create a threshold reliability risk to the ERCOT system. To Complainants' knowledge, ERCOT did not assess steady-state or dynamic stability, resource performance under reasonable operating

[59] Confidential Exhibit L (Logan's Gap Wind NOGRR 245 Nov. 18, 2025 Supplemental Package Submission).

[60] Confidential Exhibit L (Logan's Gap Wind NOGRR 245 Nov. 18, 2025 Supplemental Package Submission).

[61] Confidential Exhibit M (Logan's Gap Wind NOGRR 245 Mar. 6, 2026 Supplemental Package Submission).

[62] Confidential Exhibit M (Logan's Gap Wind NOGRR 245 Mar. 6, 2026 Supplemental Package Submission).

[63] Confidential Exhibit N (Logan's Gap Wind NOGRR 245 Jun. 1, 2026 E-mail).

[64] Confidential Exhibit N (Logan's Gap Wind NOGRR 245 Jun. 1, 2026 E-mail).

[65] Exhibit A (ERCOT Extension Request Rejection Notice – Pattern Gulf Wind).

conditions, critical contingencies, or other factors enumerated in § 25.517(d)(1) before denying the extension.[66] ERCOT's decision did not include a written reliability-risk rationale, nor did it reflect the cooperative review process contemplated by NOG § 2.12.1.3.[67]

Despite the rejection, ERCOT's notice confirmed that the NOG still requires Logan's Gap Wind to ensure the IBR's FRT capability is set to the maximum level the equipment allows to meet or exceed the requirements of NOG §§ 2.6.2.1(1)–(5).[68]

IX. ARGUMENT

A. ERCOT'S REJECTION WAS PROCEDURALLY DEFICIENT UNDER NOG § 2.12.1.3

ERCOT rejected Pattern Gulf Wind's and Logan's Gap Wind's extension requests solely on the basis that a corrected model had not been submitted by May 1, 2026.[69] ERCOT treated the model submission as a jurisdictional prerequisite or pleading deficiency that legally prohibited ERCOT from considering the extensions, rather than complying with 16 TAC § 25.517(d) and evaluating the substance of the extension requests under the required factors. ERCOT's use of the phrase "unable to consider" the extensions reflects that ERCOT did not conduct a substantive merits-based evaluation of the extension requests and instead denied them on procedural grounds in violation of 16 TAC § 25.517.

Instead, the NOG and 16 TAC § 25.517 contemplate a substantive evaluation process and not a mechanical pass/fail based solely on the quantum of submitted documentation. NOG §

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[66] *See*, 16 TAC § 25.517(d)(1).

[67] *See*, NOG § 2.12.1.3.

[68] Exhibit A; *See*, NOG § 2.6.2.1(1)–(5).

[69] *See*, Exhibit A and Exhibit B.

2.12.1.3 outlines ERCOT's obligations to: (a) acknowledge submissions; (b) allow 10 business days to cure missing items; (c) designate a senior decision-maker within seven days of completeness; and (d) decide within a reasonable time with a written rationale.[70] ERCOT's rejections do not demonstrate compliance with these obligations, nor does it provide the written rationale contemplated by the NOG for merits-based determinations.

The record reflects an active technical review process, not a refusal to provide information from the Complainants. Pattern Gulf Wind and Logan's Gap Wind timely submitted their extension requests, supplemented their submission, responded to ERCOT's requests for information, and informed ERCOT that the models and MQTs were under revision with an anticipated completion dates. ERCOT's rejections do not show that ERCOT applied the cooperative review framework required by the NOG to these circumstances.

B. ERCOT FAILED TO CONDUCT A THRESHOLD RELIABILITY RISK ASSESSMENT AS REQUIRED BY 16 TAC § 25.517(D)

16 TAC § 25.517(d)(1) requires ERCOT to assess threshold reliability risks using the factors outlined in the rule including: (1) steady-state and dynamic stability, (2) resource performance under reasonable operating conditions, and (3) critical contingencies; before denying extension requests. ERCOT's rejection notices contain no indication that this type of assessment was performed for either Complainant.[71]

Further, 16 TAC § 25.517(d)(3)(C)requires ERCOT to evaluate whether feasible, acceptable solutions will become available within a reasonable time before denying an extension.[72]

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[70] *See*, NOG §§ 2.12.1.3(1)(a)–(c) and 2.12.1.3(2)–(5).

[71] *See*, 16 TAC § 25.517(d)(1).

[72] *See*, 16 TAC § 25.517(d)(3)(C).

Here, Siemens has confirmed that the required settings changes are achievable, and Pattern Gulf Wind and Logan's Gap Wind were actively working to evaluate the impact of those changes and develop the required model. ERCOT's rejections do not address whether this path to compliance, which the OEM has confirmed requires only settings modifications, represents a feasible solution available within a reasonable time.

Additionally, 16 TAC § 25.517(d) requires that, before denying relief, ERCOT must make reasonable efforts to work with the IBR entities to identify mutually acceptable technical or operational options to mitigate threshold reliability risks.[73] The record does not demonstrate that ERCOT undertook these cooperative obligations before issuing the rejection. Rather, ERCOT simply held a meeting to discuss whether Complainants were able to submit the information ERCOT requested, NOT a discussion of options to mitigate any potential reliability risks.

C. THE MODEL DEFICIENCY DOES NOT ESTABLISH RELIABILITY RISK

Unlike cases involving inherent hardware limitations that may never be resolved, Pattern Gulf Wind's and Logan's Gap Wind's situations involve an OEM-confirmed path to likely FRT compliance through settings changes. The failure to submit the complete requested model was not evidence of an intractable compliance failure but was instead evidence of Resource Entities diligently pursuing the engineering evaluation and regulatory process steps necessary to implement known-available modifications.

Siemens documentation confirms that the IBRs likely can meet NOG sections 2.6.2.1(1)-(5) with certain settings changes.[74] Furthermore, the documentation submitted by Pattern Gulf Wind and Logan's Gap Wind demonstrates post-maximization capability meeting or exceeding

[73] *See*, 16 TAC § 25.517(d)(2).

[74] *See*, Confidential Exhibits A, C, H, J.

multiple FRT thresholds.[75] The remaining compliance question relates to implementing the Siemens-recommended settings and completing the PGRR109 review process.

The unresolved model submission issues, in the context of an IBR with an OEM-confirmed compliance path and demonstrated current performance that likely satisfies the applicable May 1, 2024 FRT requirements and/or the temporary FRT requirements under NOG § 2.6.2.1.1, does not itself establish a threshold reliability risk that would justify denying an extension. To the contrary, it demonstrates the type of circumstances contemplated by 16 TAC § 25.517(d)(3)(C) through a feasible solution that is acceptable to the Resource Entities and can become available within a reasonable time, subject to appropriate milestones, modeling requirements, and ERCOT oversight.[76]

D. THE "MAXIMIZE" OBLIGATION IS A PROCESS DUTY BOUNDED BY GOOD UTILITY PRACTICE

NOG § 2.12.1 requires resource entities "maximize" the FRT capability of their equipment "to the greatest extent possible" and in accordance with "Good Utility Practice." This is a process obligation as opposed to a guarantee of a specific outcome or timeline.[77] Pattern Gulf Wind and Logan's Gap Wind have engaged with their OEM, identified the required modifications, began evaluating their impact on electrical performance, and committed to implementing them expeditiously.

Good Utility Practice requires that settings changes to IBR equipment follows proper engineering evaluation processes, including the PGRR109 review by the TSP and ERCOT prior

[75] *See*, Confidential Exhibits A, C, H, J.

[76] *See*, 16 TAC § 25.517(d)(3)(C).

[77] *See*, NOG § 2.12.1(3)(d) ("maximized . . . to the greatest extent possible"); NOG § 2.6.2.1(6).

to implementation.[78] The "maximize" obligation cannot be read to require implementation of settings changes without the engineering evaluation and regulatory approvals that Good Utility Practice PGRR109 requires.

E. PGRR109 CREATES AN UNAVOIDABLE SEQUENCING ISSUE

PGRR109 requires pre-implementation review by the TSP and ERCOT before implementing any IBR settings modifications affecting electrical performance.[79] This creates incongruence with ERCOT's expectation that resources must have implemented settings changes and submitted a conforming post-maximization model before an extension can be "considered."

The sequencing issue is as follows:

(1) NOGRR245 requires maximization of FRT capability, including through settings changes.

(2) A conforming model must "accurately represent post-modification expected performance."[80]

(3) But PGRR109 prohibits implementing the modifications without prior TSP/ERCOT review.

(4) A model reflecting "post-modification" performance cannot be validated until the modifications are approved and implemented.

(5) Therefore, the IBR cannot present a conforming model until ERCOT itself has completed the PGRR109 review.

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[78] *See*, Planning Guide § 5.5(5)(a); PGRR109 (requiring pre-implementation review for IBR settings modifications affecting electrical performance).

[79] *See*, Planning Guide § 5.5(5)(a); PGRR109

[80] *See*, NOG § 2.12.1(3)(c).

This regulatory sequencing problem is not attributable to Pattern Gulf Wind's and Logan's Gap Wind's lack of diligence. It arises from the interaction of the NOGRR245 and PGRR109 frameworks as applied to resources in Pattern Gulf Wind's and Logan's Gap Wind's circumstances. The extension mechanism under NOG § 2.12.1 exists precisely to accommodate circumstances where compliance requires a multi-step process that cannot be completed instantaneously.[81] ERCOT's treatment of the model as a threshold bar to even "considering" the extension fails to account for this structural constraint.

F. ERCOT'S REJECTION WAS INNCONSISTENT WITH 16 TAC §§ 22.251 AND 25.517

ERCOT's blanket rejection without any graduated response, conditioned approval, or interim relief is inconsistent with 16 TAC § 25.517. The IBRs likely satisfy the Legacy FRT baseline at multiple frequency thresholds; the OEM has confirmed that full FRT compliance is achievable through settings changes alone; Pattern Gulf Wind and Logan's Gap Wind are actively pursuing the necessary engineering evaluation consistent with PGRR109; and the record before the Commission does not reflect evidence that the IBR poses a material reliability risk during the pendency of that process.[82]

A response in compliance with 16 TAC § 25.517 would have instead been to grant the extension requests for Complainants with reasonable conditions rather than to wholesale rejecting the requests and exposing Pattern Gulf Wind and Logan's Gap Wind to serious compliance consequences in spite of their good-faith efforts to comply as well as the absence of any reasonable reliability concerns. Further, the conditioned-extension approach is expressly contemplated by 16

[81] *See*, NOG § 2.12.1.

[82] *See*, NOG § 2.12.1(10).

TAC § 22.251(r)(5), which authorizes the Commission to "grant or deny an extension or exemption, with or without conditions, if doing so is in the public interest."[83]

G. THE COMMISSION HAS BROAD REMEDIAL AUTHORITY UNDER 16 TAC § 22.251(R)(5)

Under 16 TAC § 22.251(r)(5), "the commission may grant or deny an extension or exemption, with or without conditions, if doing so is in the public interest." The Commission may consider evidence of grid-reliability risks and operational or economic impacts to the IBRs.[84]

Here, granting the extension with conditions is in the public interest because:

(1) There is no demonstrated reliability risk and Pattern Gulf Wind and Logan's Gap Wind likely already satisfy the FRT baseline and continues to operate under the NOG § 2.12.1(10) interim framework.[85]

(2) The OEM has confirmed FRT compliance is achievable through settings changes, and no hardware modifications are required for either Pattern Gulf Wind or Logan's Gap Wind.

(3) Pattern Gulf Wind and Logan's Gap Wind are diligently pursuing that compliance path consistent with Good Utility Practice and PGRR109.

(4) Denial of the extension requests exposes two wind resources with a combined over 480 MW to compliance consequences without a demonstrated corresponding reliability benefit.

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[83] *See*, 16 TAC § 22.251(r)(5).

[84] 16 TAC § 22.251(r)(5) ("the commission may grant or deny an extension or exemption, with or without conditions, if doing so is in the public interest").

[85] *See*, NOG § 2.12.1(10).

(5) Conditioned relief protects the public interest while allowing completion of the NOGRR245 process for both resources.

H. DE NOVO REVIEW STANDARD APPLIES UNDER 16 TAC § 22.251(m)

The Commission reviews ERCOT's conduct under 16 TAC § 22.251(m) under a de novo standard.[86] The Commission is therefore not limited to the record before ERCOT at the time of ERCOT's decision instead but may consider any and all relevant evidence before it as a part of the Complaint, including any evidence of the IBRs' current capabilities, their compliance paths, and the OEM's confirmation of achievable compliance for both resources. Further, the Commission may independently determine whether the extension should be granted based on the full evidentiary record developed in this proceeding including through an evidentiary hearing.

X. REQUEST FOR SUSPENSION OF ERCOT CONDUCT PURSUANT TO 16 TAC § 22.251(J)

Pursuant to 16 TAC § 22.251(j), Complainants request suspension of ERCOT's June 1, 2026 rejections during the pendency of this Complaint.[87] Without suspension, Pattern Gulf Wind and Logan's Gap Wind are exposed to potential enforcement action for not having completed formal maximization despite likely satisfying the Legacy FRT baseline and actively pursuing OEM-confirmed settings changes through the required PGRR109 review process. Complainants have demonstrated a reasonable likelihood of success on the merits given the IBRs' compliance posture, OEM confirmation, ERCOT's failure to conduct a reliability analysis, and the PGRR109 sequencing constraint. No material harm to the ERCOT system or other market participants is

[86] *See*, 16 TAC § 22.251(m).

[87] *See*, 16 TAC § 22.251(j).

reasonably anticipated from maintaining compliant operation under the NOG § 2.12.1(10) interim framework.[88]

XI. RELIEF REQUESTED

Complainants respectfully requests that the Commission do the following:

(1) Grant this Complaint and reverse ERCOT's June 1, 2026 Extension Request Rejection Notices for Pattern Gulf Wind (TGW_T1 and TGW_T2) and Logan's Gap Wind (LGW_UNIT1 and LGW_UNIT2).

(2) Grant the requested extension requests for the IBRs under NOG §§ 2.6.2.1(1) through December 31, 2027, or such later date as the Commission determines appropriate, with any conditions the Commission finds necessary to protect the public interest under 16 TAC § 22.251(r)(5).

(3) Grant the requested extensions related to NOG § 2.6.2.1(1) for the TGW_T1, TGW_T2, LGW_UNIT1 and LGW_UNIT2 resources through December 31, 2027, or such later date as the Commission determines appropriate, subject to the following conditions:

   (a) Model and MQT completion milestones, including submissions of conforming models within 90 days of the Commission's order;

   (b) Periodic status reports to ERCOT on the progress of settings evaluation, PGRR109 review, model development, and MQT completion for each resource;

   (c) Continued compliance with the applicable interim ride-through requirements under NOG § 2.12.1(10) for each resource;

[88] *See*, NOG § 2.12.1(10).

(d) ERCOT review and approval of settings changes for each resource in accordance with PGRR109 prior to implementation; and

(e) Documentation of any limitations that cannot be accurately modeled, consistent with NOG § 2.12.1(3)(c).

(4) In the alternative, if the Commission declines to grant the requested extensions directly, remand the matter to ERCOT with instructions to evaluate Pattern Gulf Wind's and Logan's Gap Wind's extension requests on the merits under NOG § 2.12.1.3 and 16 TAC § 25.517(d), including a reliability-risk assessment, consideration of OEM-confirmed compliance capability, evaluation of the PGRR109 sequencing constraint, assessment of mitigation or conditioned-relief options, and a written explanation sufficient to permit Commission review.[89]

(5) Confirm that the undefined "required time period" for notice of appeal to ERCOT under NOG § 2.12.1.3(7) does not bar direct Commission review under 16 TAC § 22.251(r), including where ERCOT's own rejection notice or governing rules do not clearly establish an exclusive or mandatory ERCOT appeal deadline.[90]

(6) If requested, suspend ERCOT's June 1, 2026 rejection conduct during the pendency of this Complaint pursuant to 16 TAC § 22.251(j).[91]

(7) Award such other and further relief as the Commission deems just and appropriate.

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[89] *See*, NOG § 2.12.1.3; 16 TAC § 25.517(d).

[90] *See*, NOG § 2.12.1.3(7) (undefined "required time period").

[91] *See*, 16 TAC § 22.251(j).

XII. QUESTIONS OF FACT REQUIRING EVIDENTIARY HEARING

Pattern Gulf Wind and Logan's Gap Wind submit that the following questions of fact require an evidentiary hearing to be conducted to the extent ERCOT or any other intervening party disputes them or relies on evidence outside the written rejection notice and the record submitted with this Complaint. These questions are material to the Commission's de novo review under 16 TAC § 22.251(m), the Commission's authority to resolve this complaint under 16 TAC § 22.251(r), ERCOT's assessment obligations under 16 TAC § 25.517(d), and ERCOT's extension-review obligations under NOG § 2.12.1.3.

(1) Whether ERCOT conducted any reliability risk assessment prior to rejecting Pattern Gulf Wind's and Logan's Gap Wind's extension requests, and if so, what factors were considered.

(2) The extent to which ERCOT's rejection process for the extension requests complied with the procedural requirements of NOG § 2.12.1.3, including designation of a senior decision-maker and issuance of a written merits-based rationale.

(3) Whether Pattern Gulf Wind's and Logan's Gap Wind's current FRT settings present any threshold reliability risk to the ERCOT system.

(4) The feasibility and timeline for implementing the Siemens-recommended settings changes and completing the PGRR109 review process.

(5) Whether ERCOT made reasonable efforts to work with Pattern Gulf Wind and Logan's Gap Wind to identify mutually acceptable options before denying the extensions.

(6) Whether the PGRR109 pre-implementation review requirement was a material factor in the timeline for model submission and, if so, whether ERCOT's rejections adequately accounted for that regulatory constraint.

Complainants reserve the right to identify additional questions of fact requiring an evidentiary hearing based on ERCOT's response, Commission Staff's comments, intervenor filings, or any evidence ERCOT identifies in support of the June 1, 2026 rejection.

XIII. PROPOSED PROCEDURAL SCHEDULE

Complainants respectfully request that the Commission adopt the following proposed procedural schedule for the Complaint:

Event	Proposed Deadline
Complaint filed	July 6, 2026
ERCOT Notice	July 20, 2026
ERCOT Response	August 3, 2026
Motions to Intervene	August 28, 2026
Commission Staff Comments	August 28, 2026
Intervenor Responses	August 28, 2026
Complainant Reply	September 4, 2026
Joint Determination re Evidentiary Hearing/ SOAH referral	September 18, 2026
Joint Proposed Procedural Schedule (Evidentiary Phase) (if necessary)	September 25, 2026
Commission Consideration (if no evidentiary phase)	September 25, 2026 + First Available Open Meeting
SOAH Referral / Procedural Order (Evidentiary Phase) (if factual determinations are required)	September 25, 2026 + As Soon As Practicable
Complainant Direct Testimony	October 16, 2026
ERCOT/ Staff /Intervenor Direct and Rebuttal on Complainant	November 6, 2026
Complainant Rebuttal Testimony	November 20, 2026
Objections to Pre-filed Testimony and Exhibits	December 4, 2026
Replies to Objections / Exhibit Lists / Witness Lists	December 11, 2026
Hearing on the Merits	December 16-17, 2026
Initial Briefs	January 8, 2027
Reply Briefs	January 22, 2027
Proposal for Decision (PFD) / Proposed Order	March 23, 2027

Exceptions to PFD / Proposed Order	Date set in PFD/Procedural Order
Replies to Exceptions	Date set in PFD/Procedural Order
Commission Decision	PFD exceptions/replies + First Available Open Meeting

This schedule is consistent with 16 TAC § 22.251

IX. REQUEST FOR ENTRY OF PROTECTIVE ORDER

Pattern Gulf Wind and Logan's Gap Wind expect that, throughout this proceeding, it may be required to file certain documents considered by Pattern Gulf Wind and Logan's Gap Wind to be Protected materials or Highly Sensitive Protected materials that are not subject to public disclosure in addition to the confidential materials in its initial complaint.

Pattern Gulf Wind and Logan's Gap Wind respectfully request that the Administrative Law Judge issue a Protective Order protecting confidential and highly sensitive protected materials that may be produced in this proceeding and order all parties to this proceeding to abide by the Protective Order. A courtesy copy of the standard form of Protective Order used in PUC proceedings is attached to this motion as Exhibit C.

Respectfully submitted,

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ATTORNEYS FOR PATTERN GULF WIND LLC AND LOGAN'S GAP WIND LLC

AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Andre Walker, who, having been placed under oath by me did depose the following:

1. "My name is Andre Walker. I am of legal age and am competent to make the following statements on behalf of Pattern Gulf Wind LLC and Logan's Gap Wind LLC.

2. I am the Senior Vice President of Power Operations for Pattern Energy Group LP, the parent company of Pattern Gulf Wind LLC and Logan's Gap Wind LLC and have been employed in this capacity for five years.

3. I have reviewed Pattern Gulf Wind LLC and Logan's Gap Wind LLC's Complaint, including the Exhibits (hereinafter, the "Complaint"), and the factual statements contained in the Complaint are true and correct to the best of my knowledge.

4. The foregoing statements are true and correct to the best of my knowledge and belief."

Signature of Affiant

Andre Walker
Typed or Printed Name

SUBSCRIBED AND SWORN to before me on this 2ND of July 2026.

Notary Public in and for the State of Texas

My Commission Expires: 3-15-2029

EMILY MCCLARY-DAVIS
My Notary ID # 131046982
Expires March 15, 2029

CERTIFICATE OF SERVICE

I certify that on July 6, 2026, notice of the filing of the foregoing instrument with the Commission was served on ERCOT's General Counsel and the Office of Public Utility Counsel by electronic service in accordance with 16 TAC § 22.74.

Robert Dakota Parish

Re: Extension Request Rejection Notice

Date: June 1, 2026

On September 26, 2024, the Public Utility Commission of Texas (PUCT) approved Nodal Operating Guide (NOG) Revision Request 245 (NOGRR245), Inverter-Based Resource (IBR) Ride-Through Requirements, to be effective October 1, 2024. NOGRR245 required Resource Entities (REs) to submit extension requests and notices of intent to request an exemption from a frequency or voltage ride-through requirement, along with supporting documentation, by April 1, 2025. *See* NOG §§ 2.11.1(1), 2.11.2(1), 2.12.1(1). Subsequently, ERCOT extended that deadline to April 15, 2025. *See* Market Notice M-A010825-05.

After receiving initial submissions not containing the minimum level of information required by the NOG, ERCOT allowed REs to submit all the required information for a Resource by September 15, 2025. *See* Market Notice M-A010825-06. The Market Notice highlighted the importance of submitting "**a model accurately representing post-modification expected performance reflecting all technical limitations.**" *Id.* ERCOT has since worked with REs to identify missing information so the RE could provide that missing information.

Pattern Gulf Wind LLC (Pattern Gulf) has requested an extension for NOG §§ 2.6.2.1(6); 2.9.1.2(3) for the TGW_T1 and TGW_T2 Resources.

ERCOT reviewed Pattern Gulf's September 2025 extension requests and information submissions for both Resources and found them incomplete. Consequently, ERCOT sent Missing Information Requests (MIRs) to Pattern Gulf for both Resources on 11/24/25 pursuant to NOG § 2.12.1.3(1)(b) indicating the submissions were missing information related to frequency ride-through items (d), (e), (h), and (j) and voltage ride-through items (e), (h), and (j).

Pattern Gulf responded to the MIRs on 12/4/25, but ERCOT found those submissions still incomplete. On 2/18/26, ERCOT sent second MIRs for the Resources instructing Pattern Gulf to submit responsive information for frequency ride-through item (h) and voltage ride-through item (h) by 3/3/26.

On 3/6/26, Pattern Gulf responded to the second MIRs referring ERCOT to the file named *LGW_ERCOT_Schedule-NOG-2.6.2.1-2.9.1.2_05-09-2025.pdf*, which indicates Pattern Gulf intended to submit the models required by Nodal Operating Guide §§ 2.11.1(l), 2.11.2(l) and 2.12.1(3)(c). On 6/1/26, Pattern Gulf sent an email to ERCOT stating the required models will not be submitted until July 2026.

Because Pattern Gulf did not submit the information required in the NOG, including NOG § 2.12.1(3)(c), ERCOT is unable to grant the extensions for the Resources and hereby rejects the extension requests.

Pursuant to NOG §2.12.1.3(6), Pattern Gulf may appeal this decision directly to the PUCT without the need to comply with the Alternative Dispute Resolution Procedure in Protocol § 20.

Please note, even though ERCOT has rejected the extension requests, the NOG still requires Pattern Gulf to: (i) ensure the Resources' frequency ride-through capability is set to the maximum level the equipment allows to meet or exceed the requirements of NOG § 2.6.2.1(1) - (5); and (ii) maximize the performance of the Resources' protection systems, controls, and other plant equipment to meet and, if possible, exceed the performance requirements in NOG § 2.9.1.2(1) - (7).

Re: Extension Request Rejection Notice

Date: June 1, 2026

On September 26, 2024, the Public Utility Commission of Texas (PUCT) approved Nodal Operating Guide (NOG) Revision Request 245 (NOGRR245), Inverter-Based Resource (IBR) Ride-Through Requirements, to be effective October 1, 2024. NOGRR245 required Resource Entities (REs) to submit extension requests and notices of intent to request an exemption from a frequency or voltage ride-through requirement, along with supporting documentation, by April 1, 2025. *See* NOG §§ 2.11.1(1), 2.11.2(1), 2.12.1(1). Subsequently, ERCOT extended that deadline to April 15, 2025. *See* Market Notice M-A010825-05.

After receiving initial submissions not containing the minimum level of information required by the NOG, ERCOT allowed REs to submit all the required information for a Resource by September 15, 2025. *See* Market Notice M-A010825-06. The Market Notice highlighted the importance of submitting "**a model accurately representing post-modification expected performance reflecting all technical limitations.**" *Id.* ERCOT has since worked with REs to identify missing information so the RE could provide that missing information.

Logans Gap Wind LLC (Logans Gap) has requested an extension for NOG §§ 2.6.2.1(6) and 2.9.1.2(3) for the LGW_UNIT1 and LGW_UNIT2 Resources.

ERCOT reviewed Logans Gap's September 2025 extension requests and information submissions for both Resources and found them incomplete. Consequently, ERCOT sent Missing Information Requests (MIRs) to Logans Gap on 11/6/25 pursuant to NOG § 2.12.1.3(1)(b) indicating the submissions were missing information related to frequency ride-through items (d), (e), (h), and (j) and voltage ride-through items (e), (h), and (j).

Logans Gap responded to the MIRs on 11/18/25, but ERCOT found those submissions still incomplete. On 2/17/26, ERCOT sent second MIRs for the Resources instructing Logans Gap to submit responsive information for frequency ride-through item (h) and voltage ride-through item (h) by 3/3/26.

On 3/6/26, Logans Gap responded to the second MIRs referring ERCOT to the file named *LGW_ERCOT_Schedule-NOG-2.6.2.1-2.9.1.2_05-09-2025.pdf*, which indicates Logans Gap intended to submit the models required by Nodal Operating Guide §§ 2.11.1(l), 2.11.2(l) and 2.12.1(3)(c). On 6/1/26, Logans Wind sent an email to ERCOT stating the required models will not be submitted until July 2026.

Because Logans Gap did not submit the information required in the NOG, including NOG § 2.12.1(3)(c), ERCOT is unable to grant the extensions for the Resources and hereby rejects the extension requests.

Pursuant to NOG §2.12.1.3(6), Logans Gap may appeal this decision directly to the PUCT without the need to comply with the Alternative Dispute Resolution Procedure in Protocol § 20.

Please note, even though ERCOT has rejected the extension requests, the NOG still requires Logans Gap to: (i) ensure the Resources' frequency ride-through capability is set to the maximum level the equipment allows to meet or exceed the requirements of NOG § 2.6.2.1(1) - (5); and (ii) maximize the performance of the Resources' protection systems, controls, and other plant equipment to meet and, if possible, exceed the performance requirements in NOG § 2.9.1.2(1) - (7).

DOCKET NO.

COMPLAINT OF PATTERN GULF WIND LLC AND LOGAN'S GAP WIND LLC AGAINST THE ELECTRIC RELIABILITY COUNCIL OF TEXAS	**§**	**PUBLIC UTILITY COMMISSION**
	§	
	§	**OF TEXAS**

PROTECTIVE ORDER

This Protective Order governs the use of all information deemed confidential (Protected Materials) or highly confidential (Highly Sensitive Protected Materials), including information whose confidentiality is currently under dispute, by a party providing information to the Public Utility Commission of Texas (Commission) or to any other party to this proceeding.

It is ORDERED that:

1. **Designation of Protected Materials.** Upon producing or filing a document, including, but not limited to, records on a computer disk or other similar electronic storage medium in this proceeding, the producing party may designate that document, or any portion of it, as confidential pursuant to this Protective Order by typing or stamping on its face "PROTECTED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. _____" (or words to this effect) and consecutively Bates Stamping each page. Protected Materials and Highly Sensitive Protected Materials include the documents so designated, as well as the substance of the information contained in the documents and any description, report, summary, or statement about the substance of the information contained in the documents.

2. **Materials Excluded from Protected Materials Designation.** Protected Materials must not include any information or document contained in the public files of the Commission or any other federal or state agency, court, or local governmental authority subject to the Public Information Act.[1] Protected Materials also must not include documents or information which at the time of, or prior to disclosure in, a proceeding is or was public

[1] Tex. Gov. Code § 552.001-.353.

knowledge, or which becomes public knowledge other than through disclosure in violation of this Protective Order.

3. **Reviewing Party.** For the purposes of this Protective Order, a "Reviewing Party" is any party to this docket.

4. **Procedures for Designation of Protected Materials.** On or before the date the Protected Materials or Highly Sensitive Protected Materials are provided to the Commission, the producing party is required to file with the Commission and deliver to each party to the proceeding a written statement, which may be in the form of an objection, indicating: (a) any exemptions to the Public Information Act claimed to apply to the alleged Protected Materials; (b) the reasons supporting the producing party's claim that the responsive information is exempt from public disclosure under the Public Information Act and subject to treatment as protected materials; and (c) that counsel for the producing party has reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials designation.

5. **Persons Permitted Access to Protected Materials.** Except as otherwise provided in this Protective Order, a Reviewing Party may access Protected Materials only through its "Reviewing Representatives" who have signed the Protective Order Certification Form (see Attachment A). Reviewing Representatives of a Reviewing Party include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in this proceeding. At the request of the PUC Commissioners, copies of Protected Materials may be produced by Commission Staff. The Commissioners and their staff must be informed of the existence and coverage of this Protective Order and will observe the restrictions of the Protective Order.

6. **Highly Sensitive Protected Material Described.** The term "Highly Sensitive Protected Materials" is a subset of Protected Materials and refers to documents or information that a producing party claims is of such a highly sensitive nature that making copies of such

documents or information or providing access to such documents to employees of the Reviewing Party (except as specified herein) would expose a producing party to unreasonable risk of harm. Highly Sensitive Protected Materials include but are not limited to: (a) customer-specific information protected by § 32.101(c) of the Public Utility Regulatory Act,[2] (b) contractual information pertaining to contracts that specify that their terms are confidential or that are confidential pursuant to an order entered in litigation to which the producing party is a party; (c) market-sensitive fuel price forecasts, wholesale transactions information and/or market-sensitive marketing plans; or (d) business operations or financial information that is commercially sensitive. Documents or information so classified by a producing party shall bear the designation "HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO PROTECTIVE, ORDER ISSUED IN DOCKET NO. _____" (or words to this effect) and shall be consecutively Bates Stamped. The provisions of this Protective Order pertaining to Protected Materials also apply to Highly Sensitive Protected Materials, except where this Protective Order provides for additional protections for Highly Sensitive Protected Materials. In particular, the procedures herein for challenging the producing party's designation of information as Protected Materials also apply to information that a producing party designates as Highly Sensitive Protected Materials.

7. **Restrictions on Copying and Inspection of Highly Sensitive Protected Material.** Except as expressly provided herein, only one copy may be made of any Highly Sensitive Protected Materials except that additional copies may be made to have sufficient copies for introduction of the material into the evidentiary record if the material is to be offered for admission into the record. The Reviewing Party is required to maintain a record of all copies made of Highly Sensitive Protected Material and must send a duplicate of the record to the producing party when the copy or copies are made. The record must specify the location and the person possessing the copy. Highly Sensitive Protected Material must be made available for inspection only at the location or locations provided by the producing party, except as specified by Paragraph 9. Limited notes may be made of Highly Sensitive Protected Materials, and such notes must themselves be treated as Highly

[2] Tex. Util. Code Ann. §§ 11.001-66.016 ("PURA").

Sensitive Protected Materials unless such notes are limited to a description of the document and a general characterization of its subject matter in a manner that does not state any substantive information contained in the document.

8. **Restricting Persons Who May Have Access to Highly Sensitive Protected Material.** With the exception of Commission Staff, the Office of the Attorney General (OAG), and the Office of Public Utility Counsel (OPC), and except as provided herein, the Reviewing Representatives for the purpose of access to Highly Sensitive Protected Materials may be persons who are (a) outside counsel for the Reviewing Party, (b) outside consultants for the Reviewing Party working under the direction of Reviewing Party's counsel, or (c) employees of the Reviewing Party working with and under the direction of Reviewing Party's counsel who have been authorized by the presiding officer to review Highly Sensitive Protected Materials. The Reviewing Party must limit the number of Reviewing Representatives that review Highly Sensitive Protected Materials to the minimum number of persons necessary. The Reviewing Party is under a good faith obligation to limit access to each portion of any Highly Sensitive Protected Materials to two Reviewing Representatives whenever possible. Reviewing Representatives for Commission Staff, OAG, and OPC, for the purpose of access to Highly Sensitive Protected Materials, must consist of their respective counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by them and directly engaged in these proceedings.

9. **Copies Provided of Highly Sensitive Protected Material.** A producing party is required to provide one copy of Highly Sensitive Protected Materials specifically requested by the Reviewing Party to the person designated by the Reviewing Party who must be a person authorized to review Highly Sensitive Protected Material under Paragraph 8. Representatives of the Reviewing Party who are authorized to view Highly Sensitive Protected Material may review the copy of Highly Sensitive Protected Materials at the office of the Reviewing Party's representative designated to receive the information. Any Highly Sensitive Protected Materials provided to a Reviewing Party may not be copied except as provided in Paragraph 7. The restrictions contained herein

do not apply to Commission Staff, OPC, and the OAG when the OAG is a representing a party to the proceeding.

10. **Procedures in Paragraphs 10-14 Apply to Commission Staff, OPC, ERCOT, and the OAG and Control in the Event of Conflict.** The procedures in Paragraphs 10 through 14 apply to responses to requests for documents or information that the producing party designates as Highly Sensitive Protected Materials and provides to Commission Staff, OPC, and the OAG in recognition of their purely public functions. To the extent the requirements of Paragraphs 10 through 14 conflict with any requirements contained in other paragraphs of this Protective Order, the requirements of these Paragraphs control.

11. **Copy of Highly Sensitive Protected Material to be Provided to Commission Staff, OPC and the OAG.** When, in response to a request for information by a Reviewing Party, the producing party makes available for review documents or information claimed to be Highly Sensitive Protected Materials, the producing party is required to also deliver one copy of the Highly Sensitive Protected Materials to the Commission Staff OPC (if OPC is a party), and the OAG (if the OAG is representing a party) in Austin, Texas. Provided however, that in the event such Highly Sensitive Protected Materials are voluminous, the materials will be made available for review by Commission Staff, OPC (if OPC is a party), and the OAG (if the OAG is representing a party) at the designated office in Austin, Texas. The Commission Staff, OPC (if OPC is a party), and the OAG (if the OAG is representing a party) may request such copies as are necessary of such voluminous material under the copying procedures specified herein.

12. **Delivery of the Copy of Highly Sensitive Protected Material to Commission Staff and Outside Consultants.** The Commission Staff, OPC (if OPC is a party), and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by them to the appropriate members of their staff for review, provided such staff members first sign the certification specified by Paragraph 15. After obtaining the agreement of the producing party, Commission Staff OPC (if OPC is a party), and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive

Protected Materials received by it to the agreed, appropriate members of their outside consultants for review, provided such outside consultants first sign the certification in Attachment A.

13. **Restriction on Copying by Commission Staff, OPC and the OAG.** Except as allowed by Paragraph 7, Commission Staff OPC and the OAG may not make additional copies of the Highly Sensitive Protected Materials furnished to them unless the producing party agrees in writing otherwise, or, upon a showing of good cause, the presiding officer directs otherwise. Commission Staff, OPC, and the OAG may make limited notes of Highly Sensitive Protected Materials furnished to them, and all such handwritten notes will be treated as Highly Sensitive Protected Materials as are the materials from which the notes are taken.

14. **Public Information Requests.** In the event of a request for any of the Highly Sensitive Protected Materials under the Public Information Act, an authorized representative of the Commission, OPC, or the OAG may furnish a copy of the requested Highly Sensitive Protected Materials to the Open Records Division at the OAG together with a copy of this Protective Order after notifying the producing party that such documents are being furnished to the OAG. Such notification may be provided simultaneously with the delivery of the Highly Sensitive Protected Materials to the OAG.

15. **Required Certification.** Each person who inspects the Protected Materials must, before such inspection, agree in writing to the following certification found in Attachment A to this Protective Order:

> I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket, and that I have been given a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials must not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC will be used only for the purpose of the proceeding in Docket No. [__]. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information

> contained in the Protected Materials is obtained from independent public sources, the understanding stated herein must not apply.

In addition, Reviewing Representatives who are permitted access to Highly Sensitive Protected Material under the terms of this Protective Order must, before inspection of such material, agree in writing to the following certification found in Attachment A to this Protective Order:

> I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

The Reviewing Party is required to provide a copy of each signed certification to Counsel for the producing party and serve a copy upon all parties of record.

16. **Disclosures between Reviewing Representatives and Continuation of Disclosure Restrictions after a Person is no Longer Engaged in the Proceeding.** Any Reviewing Representative may disclose Protected Materials, other than Highly Sensitive Protected Materials, to any other person who is a Reviewing Representative provided that, if the person to whom disclosure is to be made has not executed and provided for delivery of a signed certification to the party asserting confidentiality, that certification must be executed prior to any disclosure. A Reviewing Representative may disclose Highly Sensitive Protected Material to other Reviewing Representatives who are permitted access to such material and have executed the additional certification required for persons who receive access to Highly Sensitive Protected Material. In the event that any Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person must be terminated and all notes, memoranda, or other information derived from the protected material must either be destroyed or given to another Reviewing Representative of that party who is authorized pursuant to this Protective Order to receive the protected materials. Any person who has agreed to the foregoing certification is required to continue to be bound by the provisions of this Protective Order so long as it is in effect, even if no longer engaged in these proceedings.

17. **Producing Party to Provide One Copy of Certain Protected Material and Procedures for Making Additional Copies of Such Materials.** Except for Highly Sensitive Protected Materials, which must be provided to the Reviewing Parties under Paragraph 9, and voluminous Protected Materials, the producing party is required to provide a Reviewing Party one copy of the Protected Materials upon receipt of the signed certification described in Paragraph 15. Except for Highly Sensitive Protected Materials, a Reviewing Party may make further copies of Protected Materials for use in this proceeding according to this Protective Order, but a record must be maintained as to the documents reproduced and the number of copies made, and upon request the Reviewing Party is required to provide the party asserting confidentiality with a copy of that record.

18. **Procedures Regarding Voluminous Protected Materials.** 16 Texas Administrative Code (TAC) § 22.144(h) will govern production of voluminous Protected Materials. Voluminous Protected Materials will be made available in the producing party's voluminous room, in Austin, Texas, or at a mutually agreed upon location, Monday through Friday, 9:00 a.m. to 5:00 p.m. (except on state or Federal holidays), and at other mutually convenient times upon reasonable request.

19. **Reviewing Period Defined.** The Protected Materials may be reviewed only during the Reviewing Period, which will commence upon entry of this Protective Order and continue until the expiration of the Commission's plenary jurisdiction. The Reviewing Period will reopen if the Commission regains jurisdiction due to a remand as provided by law. Protected materials that are admitted into the evidentiary record or accompanying the evidentiary record as offers of proof may be reviewed throughout the pendency of this proceeding and any appeals.

20. **Procedures for Making Copies of Voluminous Protected Materials.** Other than Highly Sensitive Protected Materials, Reviewing Parties may take notes regarding the information contained in voluminous Protected Materials made available for inspection or they may make photographic, mechanical or electronic copies of the Protected Materials, subject to the conditions in this Protective Order; provided, however, that before photographic, mechanical or electronic copies may be made, the Reviewing Party seeking photographic, mechanical or electronic copies must provide written confirmation of the receipt of copies

listed on Attachment B of this Protective Order identifying each piece of Protected Materials or portions thereof the Reviewing Party will need.

21. **Protected Materials to be Used Solely for the Purposes of These Proceedings.** All Protected Materials must be made available to the Reviewing Parties and their Reviewing Representatives solely for the purposes of these proceedings. Access to the Protected Materials may not be used in the furtherance of any other purpose, including, without limitation: (a) any other pending or potential proceeding involving any claim, complaint, or other grievance of whatever nature, except appellate review proceedings that may arise from or be subject to these proceedings; or (b) any business or competitive endeavor of whatever nature. Because of their statutory regulatory obligations, these restrictions do not apply to Commission Staff or OPC.

22. **Procedures for Confidential Treatment of Protected Materials and Information Derived from Those Materials.** Protected Materials, as well as a Reviewing Party's notes, memoranda, or other information regarding or derived from the Protected Materials are to be treated confidentially by the Reviewing Party and must not be disclosed or used by the Reviewing Party except as permitted and provided in this Protective Order. Information derived from or describing the Protected Materials must be maintained in a secure place and must not be placed in the public or general files of the Reviewing Party except in accordance with the provisions of this Protective Order. A Reviewing Party must take all reasonable precautions to ensure that the Protected Materials including notes and analyses made from Protected Materials that disclose Protected Materials are not viewed or taken by any person other than a Reviewing Representative of a Reviewing Party.

23. **Procedures for Submission of Protected Materials.** If a Reviewing Party tenders for filing any Protected Materials, including Highly Sensitive Protected Materials, or any written testimony, exhibit, brief motion or other type of pleading or other submission at the Commission or before any other judicial body that quotes from Protected Materials or discloses the content of Protected Materials, the confidential portion of such submission must be filed and sewed in sealed envelopes or other appropriate containers endorsed to

the effect that they contain Protected Material or Highly Sensitive Protected Material and are sealed pursuant to this Protective Order. If filed at the Commission, such documents must be marked "PROTECTED MATERIAL" and must be filed under seal with the presiding officer and served under seal to the counsel of record for the Reviewing Parties. The presiding officer may subsequently, on his/her own motion or on motion of a party, issue a ruling respecting whether or not the inclusion, incorporation or reference to Protected Materials is such that such submission should remain under seal. If filing before a judicial body, the filing party: (a) must notify the party which provided the information within sufficient time so that the producing party may seek a temporary sealing order; and (b) must otherwise follow the procedures in Rule 76a, Texas Rules of Civil Procedure.

24. **Maintenance of Protected Status of Materials during Pendency of Appeal of Order Holding Materials are not Protected Materials.** In the event that the presiding officer at any time in the course of this proceeding finds that all or part of the Protected Materials are not confidential or proprietary, by finding, for example, that such materials have entered the public domain or materials claimed to be Highly Sensitive Protected Materials are only Protected Materials, those materials will nevertheless be subject to the protection afforded by this Protective Order for three (3) full working days, unless otherwise ordered, from the date the party asserting confidentiality receives notice of the presiding officer's order. Such notification will be by written communication. This provision establishes a deadline for appeal of a presiding officer's order to the Commission. In the event an appeal to the Commissioners is filed within those three (3) working days from notice, the Protected Materials must be afforded the confidential treatment and status provided in this Protective Order during the pendency of such appeal. Neither the party asserting confidentiality, nor any Reviewing Party waives its right to seek additional administrative or judicial remedies after the Commission's denial of any appeal.

25. **Notice of Intent to Use Protected Materials or Change Materials Designation.** Parties intending to use Protected Materials must notify the other parties prior to offering them into evidence or otherwise disclosing such information into the record of the proceeding. During the pendency of Docket No. _____ at the Commission, in the event that a Reviewing Party wishes to disclose Protected Materials to any person to whom disclosure

is not authorized by this Protective Order, or wishes to have changed the designation of certain information or material as Protected Materials by alleging, for example, that such information or material has entered the public domain, such Reviewing Party must first file and serve on all parties written notice of such proposed disclosure or request for change in designation, identifying with particularity each of such Protected Materials. A Reviewing Party will at any time be able to file a written motion to challenge the designation of information as Protected Materials.

26. **Procedures to Contest Disclosure or Change in Designation.** In the event that the party asserting confidentiality wishes to contest a proposed disclosure or request for change in designation, the party asserting confidentiality must file with the appropriate presiding officer its objection to a proposal, with supporting affidavits, if any, within five (5) working days after receiving such notice of proposed disclosure or change in designation. Failure of the party asserting confidentiality to file such an objection within this period will be deemed a waiver of objection to the proposed disclosure or request for change in designation. Within five (5) working days after the party asserting confidentiality files its objection and supporting materials, the party challenging confidentiality may respond. Any such response must include a statement by counsel for the party challenging such confidentiality that he or she has reviewed all portions of the materials in dispute and, without disclosing the Protected Materials, a statement as to why the Protected Materials should not be held to be confidential under current legal standards, or that the party asserting confidentiality for some reason did not allow such counsel to review such materials. If either party wishes to submit the material in question for in camera inspection, it must do so no later than five (5) working days after the party challenging confidentiality has made its written filing.

27. **Procedures for Presiding Officer Determination Regarding Proposed Disclosure or Change in Designation.** If the party asserting confidentiality files an objection, the appropriate presiding officer will determine whether the proposed disclosure or change in designation is appropriate. Upon the request of either the producing or Reviewing Party or upon the presiding officer's own initiative, the presiding officer may conduct a preheating conference. The burden is on the party asserting confidentiality to show that such proposed

disclosure or change in designation should not be made. If the presiding officer determines that such proposed disclosure or change in designation should be made, disclosure must not take place earlier than three (3) full working days after such determination unless otherwise ordered. No party waives any right to seek additional administrative or judicial remedies concerning such presiding officer's ruling.

28. **Maintenance of Protected Status during Periods Specified for Challenging Various Orders.** Any party electing to challenge, in the courts of this state, a Commission or presiding officer determination allowing disclosure or a change in designation will have a period of ten (10) days from: (a) the date of an unfavorable Commission order; or (b) if the Commission does not rule on an appeal of an interim order, the date an appeal of an interim order to the Commission is overruled by operation of law, to obtain a favorable ruling in state district court. Any party challenging a state district court determination allowing disclosure or a change in designation will have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from a state appeals court. Finally, any party challenging a determination of a state appeals court allowing disclosure or a change in designation will have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from the state supreme court, or other appellate court. All Protected Materials must be afforded the confidential treatment and status provided for in this Protective Order during the periods for challenging the various orders referenced in this paragraph. For purposes of this paragraph, a favorable ailing of a state district court, state appeals court, Supreme Court or other appellate court includes any order extending the deadlines in this paragraph.

29. **Other Grounds for Objection to Use of Protected Materials Remain Applicable.** Nothing in this Protective Order precludes any party from objecting to the use of Protected Materials on grounds other than confidentiality, including the lack of required relevance. Nothing in this Protective Order constitutes a waiver of the right to argue for more disclosure, provided, however, that unless the Commission or a court orders such additional disclosure, all parties will abide by the restrictions imposed by the Protective Order.

30. **Protection of Materials from Unauthorized Disclosure.** All notices, applications, responses or other correspondence must be made in a manner which protects Protected Materials from unauthorized disclosure.

31. **Return of Copies of Protected Materials and Destruction of Information Derived from Protected Materials.** Following the conclusion of these proceedings, each Reviewing Party must, no later than thirty (30) days following receipt of the notice described below, return to the party asserting confidentiality all copies of the Protected Materials provided by that party pursuant to this Protective Order and all copies reproduced by a Reviewing Party, and counsel for each Reviewing Party must provide to the party asserting confidentiality a letter by counsel that, to the best of his or her knowledge, information, and belief, all copies of notes, memoranda, and other documents regarding or derived from the Protected Materials (including copies of Protected Materials) that have not been so returned, if any, have been destroyed, other than notes, memoranda, or other documents which contain information in a form which, if made public, would not cause disclosure of the substance of Protected Materials. As used in this Protective Order, "conclusion of these proceedings" refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. If, following any appeal, the Commission conducts a remand proceeding, then the "conclusion of these proceedings" is extended by the remand to the exhaustion of available appeals of the remand, or the conning of the time for making such appeals of the remand, as provided by applicable law. Promptly following the conclusion of these proceedings, counsel for the party asserting confidentiality will send a written notice to all other parties, reminding them of their obligations under this Paragraph. Nothing in this Paragraph prohibits counsel for each Reviewing Party from retaining two (2) copies of any filed testimony, brief, application for rehearing, hearing exhibit or other pleading which refers to Protected Materials provided that any such Protected Materials retained by counsel will remain subject to the provisions of this Protective Order.

32. **Applicability of Other Law.** This Protective Order is subject to the requirements of the Public Information Act, the Open Meetings Act,[3] the Texas Securities Act[4] and any other applicable law, provided that parties subject to those acts will notify the party asserting confidentiality, if possible, under those acts, prior to disclosure pursuant to those acts. Such notice is not required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

33. **Procedures for Release of Information under Order.** If required by order of a governmental or judicial body, the Reviewing Party may release to such body the confidential information required by such order; provided, however, that: (a) the Reviewing Party must notify the producing party of the order requiring the release of such information within five (5) calendar days of the date the Reviewing Party has notice of the order; (b) the Reviewing Party must notify the producing party at least five (5) calendar days in advance of the release of the information to allow the producing party to contest any release of the confidential information; and (c) the Reviewing Party must use its best efforts to prevent such materials from being disclosed to the public. The terms of this Protective Order do not preclude the Reviewing Party from complying with any valid and enforceable order of a state or federal court with competent jurisdiction specifically requiring disclosure of Protected Materials earlier than contemplated herein. The notice specified in this section is not required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

34. **Best Efforts Defined.** The term "best efforts" as used in the preceding paragraph requires that the Reviewing Party attempt to ensure that disclosure is not made unless

[3] Tex. Gov. Code §§ 551.001-.146
[4] Tex. Rev. Civ. Stat. Ann. Arts. 581-1 to 581-43.

such disclosure is pursuant to a final order of a Texas governmental or Texas judicial body, the written opinion of the Texas Attorney General sought in compliance with the Public Information Act, or the request of governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials. The Reviewing Party is not required to delay compliance with a lawful order to disclose such information but is simply required to timely notify the party asserting confidentiality, or its counsel, that it has received a challenge to the confidentiality of the information and that the Reviewing Party will either proceed under the provisions of §552.301 of the Public Information Act, or intends to comply with the final governmental or court order. Provided, however, that no notice is required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

35. **Notify Defined.** "Notify" for purposes of Paragraphs 32, 33 and 34 means written notice to the party asserting confidentiality at least five (5) calendar days prior to release; including when a Reviewing Party receives a request under the Public Information Act. However, the Commission, OAG, OPC, or ERCOT may provide a copy of Protected Materials to the Open Records Division of the OAG as provided herein.

36. **Requests for Non-Disclosure.** If the producing party asserts that the requested information should not be disclosed at all, or should not be disclosed to certain parties under the protection afforded by this Protective Order, the producing party must tender the information for in camera review to the presiding officer within ten (10) calendar days of the request. At the same time, the producing party is required to file and serve on all parties its argument, including any supporting affidavits, in support of its position of non-disclosure. The burden is on the producing party to establish that the material should not be disclosed. The producing party must serve a copy of the information under the classification of Highly Sensitive Protected Material to all parties requesting the

information that the producing party has not alleged should be prohibited from reviewing the information.

Parties wishing to respond to the producing party's argument for non-disclosure must do so within five working days. Responding parties should explain why the information should be disclosed to them, including why disclosure is necessary for a fair adjudication of the case if the material is determined to constitute a trade secret. If the presiding officer finds that the information should be disclosed as Protected Material under the terms of this Protective Order, the presiding officer will stay the order of disclosure for such period of time as the presiding officer deems necessary to allow the producing party to appeal the ruling to the Commission.

37. **Sanctions Available for Abuse of Designation.** If the presiding officer finds that a producing party unreasonably designated material as Protected Material or as Highly Sensitive Protected Material, or unreasonably attempted to prevent disclosure pursuant to Paragraph 36, the presiding officer may sanction the producing party pursuant to 16 TAC § 22.161.

38. **Modification of Protective Order.** Each party will have the right to seek changes in this Protective Order as appropriate from the presiding officer.

39. **Breach of Protective Order.** In the event of a breach of the provisions of this Protective Order, the producing party, if it sustains its burden of proof required to establish the right to injunctive relief, will be entitled to an injunction against such breach without any requirements to post bond as a condition of such relief The producing party will not be relieved of proof of any element required to establish the right to injunctive relief In addition to injunctive relief, the producing party will be entitled to pursue any other form of relief to which it is entitled.

ATTACHMENT A

Protective Order Certification

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket and that I have received a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials must not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC will be used only for the purpose of the proceeding in Docket No. _____. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated here will not apply.

Signature	Party Represented
Printed Name	Date

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

Signature	Party Represented
Printed Name	Date

ATTACHMENT B

I request to view/copy the following documents:

Document Requested	# of Copies	Non-Confidential	Protected Materials and/or Highly Sensitive Protected Materials

Signature

Party Represented

Printed Name

Electric Transmission Texas, LLC
400 West 15th Street, Suite 1520
Austin, TX 78701-1677
ETTexas.com

July 30, 2019

Ana Treviño
Public Utility Commission of Texas
1701 Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

Re: Docket No. 35077
First Amended and Restated ERCOT Standard Generation Interconnection Agreement between Electric Transmission Texas, LLC and Pattern Gulf Wind LLC
Filing Pursuant to 16 Tex. Admin. Code § 25.195(e) (TAC)

To whom it may concern:

Enclosed for filing are four copies of the First Amended and Restated ERCOT Standard Generation Interconnection Agreement, dated July 20, 2019, between Electric Transmission Texas, LLC ("ETT") and Pattern Gulf Wind LLC ("Generator") (the "Agreement"). ETT is filing this Agreement with the PUCT for informational purposes. Because the Agreement contains deviations from the Commission-approved ERCOT Standard Generation Interconnection Agreement (2007 version published by ERCOT) ("SGIA"), ETT has prepared this letter in accordance with 16 Tex. Admin. Code § 25.195(e) (TAC) identifying the deviations and requests that it be filed with the Agreement.

- The following revisions have been made to the list in the Table of Contents:

  First Amended and Restated ERCOT Standard Generation Interconnection Agreement

  Exhibit "A" – Terms and Conditions of the First Amended and Restated ERCOT Standard Generation Interconnection Agreement

  Exhibit "C-1" – Conceptual One-Line Drawing of Point of Interconnection

  Exhibit "E-1" – Form of Corporate Guaranty

  Exhibit "E-2" – Form of Irrevocable Standby Letter of Credit

- The last sentence of the first paragraph of the recital has been revised as follows:

  Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with the results of the Full Interconnection Study that was prepared in response to generation interconnection request #05INR0015 to ERCOT from Superior Renewable Energy LLC.

- The second, third, fourth and fifth paragraph of the recital has been added as follows:

  AEP Texas Central Company, as Transmission Service Provider, and Texas Gulf Wind LLC, as Generator, originally entered into that certain Interconnection Agreement dated August 28, 2007 subsequently amended by Amendment No. 1 to the Interconnection Agreement between AEP Texas Central Company and Texas Gulf Wind LLC, entered into November 16, 2007 (collectively the "Original Agreement").

  Subsequent to entering into the Original Agreement, AEP Texas Central Company transferred and assigned all of its right, title and interest in and to the Original Agreement to Electric Transmission Texas, LLC by and through that certain Assignment and Assumption Agreement entered into as of March 29, 2010 and pursuant to their Purchase and Sale Agreement dated June 25, 2009.

  Subsequent to entering into the Original Agreement, Texas Gulf Wind LLC transferred and assigned all of its right, title and interest in and to the Original Agreement to Pattern Gulf Wind LLC by and through that certain Assignment and Assumption Agreement dated as of March 16, 2010 and pursuant to their Asset Purchase Agreement dated as of January 19, 2010 together with the related Bill of Sale and Assignment made effective as of March 16, 2010 by and between Texas Gulf Wind LLC and Pattern Gulf Wind LLC.

  Subsequent to Generator's request under generation interconnection request #18INR0075 to ERCOT, the Parties agree to amend and restate the Original Agreement as set forth herein for the purpose of 1) making certain changes and updates within the substantive body of this Agreement to reflect the changes in the terms and conditions they now desire to amend, and 2) replacing all (118) Mitsubishi 2.4 MW, type 3 wind turbines with (118) Siemens 2.4 MW, type 4 wind turbines in Section 5 of Exhibit C.

- The sixth paragraph of the recital has been revised as follows:

  This Agreement applies only to the Plant and the Parties' interconnection facilities as identified in Exhibits "C" and "C-1".

- Item A. of the eighth paragraph of the recital has been revised as follows:

  A. *The "Terms and Conditions of the First Amended and Restated ERCOT Standard Generation Interconnection Agreement" attached hereto as Exhibit "A";*

- Item E. of the seventh paragraph of the recital has been revised as follows:

  E. The Interconnection Details attached hereto as Exhibits "C" and "C-1";

- The testimonium clause has been revised as follows:

  IN WITNESS WHEREOF, the Parties have executed this Agreement in one or more originals, each of which shall constitute and be an original effective agreement between the Parties.

- The Exhibit "A" title has been revised as follows:

  TERMS AND CONDITIONS OF THE FIRST AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

- The following definition in Section 1.1 of Article 1. Definitions of the Agreement has been added:

  1.1 "Agreement" shall mean this First Amended and Restated ERCOT Standard Generation Interconnection Agreement with all its Exhibits, as it may be amended, supplemented, or otherwise modified from time to time.

- References to the PUCT Rule in the following definition in Section 1.4 of Article 1. Definitions of the Agreement have been revised:

  1.4 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5 or its successor.

- The first sentence of the "ERCOT Requirements" definition in Section 1.6 of Article 1. Definitions of the Agreement has been revised as follows:

  1.6 "ERCOT Requirements" means the ERCOT Nodal Operating Guides, ERCOT Generation Interconnection Procedures, ERCOT Nodal Protocols as well as any other documents adopted by ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto.

- Reference to the PUCT Rule in the following definition in Section 1.7 of Article 1. Definitions of the Agreement has been revised:

  1.7 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

- A new definition of "Full Interconnection Study" has been added as Section 1.8 of Article 1. Definitions of the Agreement:

  1.8 "Full Interconnection Study" shall mean the set of studies conducted by the TSP under the Full Interconnection Study Agreement consisting of the Steady-State and Transfer Analysis; System Protection (Short-Circuit) Analysis; Dynamic and Transient Stability Analysis; and Facilities Study.

- The definition for "Facilities Study Agreement" has been deleted from Article 1. Definitions of the Agreement and replaced with the following:

  1.9 "Full Interconnection Study Agreement" shall mean the agreement executed by the Parties relating to the performance of the Full Interconnection Study.

- The definition of "GIF" in Article 1. Definitions of the Agreement has been revised as follows:

  1.10 "GIF" shall mean Generator's interconnection facilities as described in Section 7 of Exhibit "C".

- Reference to the PUCT Rules in the following definition in Section 1.11 of Article 1. Definitions of the Agreement has been revised:

  1.11 "Good Utility Practice" shall have the meaning described in PUCT Rule 25.5 or its successor.

- The definition of "Plant" in Article 1. Definitions of the Agreement has been revised as follows:

  1.15 "Plant" shall mean the electric generation facility owned and operated by the Generator, which is comprised of wind turbine-generators and the collection circuits that connect to the GIF, as specified in Exhibit "C".

- The definition of "Point of Interconnection" in Article 1. Definitions of the Agreement has been revised as follows:

  1.16 "Point of Interconnection" shall mean the location(s) where the GIF connects to the TIF as negotiated by the Parties, defined in Section 2 of Exhibit "C", and as shown on Exhibit "C-1" of this Agreement.

- The definition of "Project Financing" in Article 1. Definitions of the Agreement has been added as follows:

  1.17 "Project Financing" shall mean one or more loans and/or debt issues, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of the Plant, any alteration, expansion or improvement to the Plant, the purchase and sale of the Plant or the operations of the Plant.

- The definition of "Project Financing Holder" in Article 1. Definitions of the Agreement has been added as follows:

  1.18 "Project Financing Holder" shall mean any holder, trustee or agent for holders, of any component of the Project Financing.

- Reference to the PUCT Rules in the following definition in Article 1. Definitions of the Agreement has been revised as follows:

  1.21 "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e) or its successor).

- The definition of "System Protection Equipment" in Article 1. Definitions of the Agreement has been revised as follows:

  1.22 "System Protection Equipment" shall mean those facilities located within the TIF and the GIF as described in Section 5.6 of Exhibit "A" and Section 10 of Exhibit "C".

- Reference to the PUCT Rules in the following definition in Article 1. Definitions of the Agreement has been revised as follows:

  1.23 "System Security Study" shall have the meaning as described in PUCT Rule 25.198(c) or its successor.

- The definition of "TIF" in Article 1. Definitions of the Agreement has been revised as follows:

  1.25 "TIF" shall mean the TSP's interconnection facilities as described in Section 8 of Exhibit "C" to this Agreement.

- The first sentence of Section 3.1 of Article 3. Regulatory Filings has been revised as follows:

  The TSP shall file this executed Agreement with the PUCT. Each Party will reasonably cooperate with each other in connection with such filings.

- Paragraph A. of Section 4.2 of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

  A. The TSP has completed the Facilities Study pursuant to the Full Interconnection Study Agreement;

- Section 4.5 of Article 4. Interconnection Facilities Engineering, Procurement, and Construction has been revised as follows:

  To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and, 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF, and the In-Service Date shall be extended accordingly.

- The last sentence of Section 5.2 of Article 5. Facilities and Equipment has been revised as follows:

  Within one hundred and twenty (120) days after Commercial Operation . . . the Generator shall deliver to the TSP the following "as-built" drawings, information and documents for the GIF: . . . the facilities connecting the Plant to the main power transformers and the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators and the impedance of any transmission voltage lines that are part of the GIF.

- Paragraph B. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

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

- The first sentence of Paragraph E. of Section 5.5 of Article 5. Facilities and Equipment has been revised as follows:

  E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party . . . to verify the accuracy of data being received by the TSP, ERCOT and the Generator.

- The following new sentence has been added to Section 6.1 of Article 6. Operation and Maintenance:

  In addition, Generator agrees to operate and maintain its system in accordance with the National Electric Code.

- The last sentence of Section 6.1 of Article 6. Operation and Maintenance has been revised as follows:

  All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, ERCOT, and Generator and will be conducted in accordance with ERCOT Requirements.

- Section 6.2 of Article 6. Operation and Maintenance has been deleted and replaced with the following:

  6.2 Control Area. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with ERCOT Requirements.

- The second sentence of Section 6.6 of Article 6. Operation and Maintenance has been added as follows:

  Notwithstanding the foregoing, the Parties agree that the Generator may continue operating the (118) Mitsubishi 2.4 MW, type 3 wind turbines until such time that all (118) Mitsubishi 2.4 MW, type 3 wind turbines have been decommissioned and replaced with (118) Siemens 2.4 Mw, type 4 wind turbines, as evidenced by Generator's written notice to Transmission Service Provider of such event.

- The second sentence of Section 6.7 of Article 6. Operation and Maintenance has been added as follows:

  Such routine operational communications will include those communications governing the existing operational Mitsubishi 2.4 MW, type 3 wind turbines.

- Section 6.8 of Article 6. Operation and Maintenance has been revised to align the spelling of black start with the spelling in the ERCOT protocols.

- The reference to "ISO" in Section 7.3 of Article 7. Data Requirements has been replaced with "ERCOT".

- The second and third sentences of Section 8.3 of Article 8. Performance Obligation have been revised as follows:

  The required security arrangements are specified in Exhibit "E". Within five (5) business days after TSP has received notice from the Generator that the Plant has achieved Commercial Operation and TSP has verified the same, the TSP shall return the deposit(s) or security to the Generator.

- The last sentence of Paragraph E. of Section 9.1 of Article 9. Insurance has been revised as follows:

  All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group. Each Party shall provide thirty (30) days advance written notice to Other Party Group prior to cancellation or any material change in coverage or condition.

- The first sentence of Paragraph F. of Section 9.1 of Article 9. Insurance has been revised as follows:

  The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory for any liability arising out of that Party's negligence, and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.

- The first sentence of Section 10.3 of Article 10. Miscellaneous has been revised as follows:

  This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement, including without limitation the Original Agreement.

- The last sentence of Section 10.3 of Article 10. Miscellaneous has been revised as follows:

  Notwithstanding the other provisions of this Section, the Full Interconnection Study Agreement, if any, is unaffected by this Agreement.

- The last sentence of Section 10.6.A of Article 10. Miscellaneous has been revised as follows:

  Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist.

- The first sentence of Section 10.17 of Article 10. Miscellaneous has been revised as follows:

  This Agreement may be assigned by either Party only with the written consent of the other Party which consent will not be unreasonably withheld or delayed; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment (and presentation of an agreement to TSP under Section 10.18 below shall be deemed to satisfy such notice requirement).

- Section 10.18 of Article 10. Miscellaneous has been added as follows:

  10.18 Lender Security. TSP agrees, if requested by Generator, to enter into an agreement (in a form reasonably acceptable to TSP) with the Project Financing Holders, pursuant to which TSP will acknowledge the creation of security over Generator's rights under this Agreement and agree that, upon breach of this Agreement or breach of any loan documents by Generator or the insolvency of Generator, the Project Financing Holders shall:

  (a) have the right within a reasonable period of time as specified therein to cure any breach of this Agreement complained of, provided the Project Financing Holders agree to perform Generator's obligations under the Agreement during the cure period; and

  (b) have the right, upon payment of all outstanding amounts due and payable to TSP, to assume all the rights and obligations of Generator under this Agreement.

- The third paragraph of Exhibit "B" Time Schedule has been revised as follows:

  Date by which Generator must provide written authorization to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date:

- The fourth paragraph of Exhibit "B" Time Schedule has been revised as follows:

  Date by which Generator must provide written authorization to commence construction and provide security as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date:

- The eighth paragraph of Exhibit "B" Time Schedule has been revised as follows:

  Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "B".

Please feel free to contact me at 918-599-2723 or rlpennybaker@aep.com if there are any questions.

Sincerely,

Robert L. Pennybaker
Robert L. Pennybaker
Director, System Interconnections
American Electric Power Service Corporation

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FIRST AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT BETWEEN ELECTRIC TRANSMISSION TEXAS, LLC AND PATTERN GULF WIND LLC

(Gulf Wind North, Gulf Wind I or Gulf Wind Repower)

Dated: 7/20/2019 | 7:42 AM CDT

DocuSign Envelope ID: 02D8B6F0-5B61-4606-B20F-5CEAB4C01398

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First Amended and Restated ERCOT Standard Generation Interconnection Agreement Between Electric Transmission Texas, LLC And Pattern Gulf Wind LLC

This First Amended and Restated ERCOT Standard Generation Interconnection Agreement ("Agreement") is made and entered into as of 7/20/2019 | 7:42 AM CDT (the "Execution Date") between **Electric Transmission Texas, LLC**, a Delaware limited liability company, successor to AEP Texas Central Company ("Transmission Service Provider") and **Pattern Gulf Wind LLC**, a Delaware limited liability company, successor to Texas Gulf Wind LLC ("Generator"), hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Generator represents that it owns and operates the Plant. Pursuant to the terms and conditions of the Original Agreement (defined below), Transmission Service Provider did interconnect Generator's Plant with Transmission Service Provider's System consistent with the results of the Full Interconnection Study that was prepared in response to a generation interconnection request #05INR0015 to ERCOT from Superior Renewable Energy LLC.

AEP Texas Central Company, as Transmission Service Provider, and Texas Gulf Wind LLC, as Generator, originally entered into that certain Interconnection Agreement dated August 28, 2007 subsequently amended by Amendment No. 1 to the Interconnection Agreement between AEP Texas Central Company and Texas Gulf Wind LLC, entered into November 16, 2007 (collectively the "Original Agreement").

Subsequent to entering into the Original Agreement, AEP Texas Central Company transferred and assigned all of its right, title and interest in and to the Original Agreement to Electric Transmission Texas, LLC by and through that certain Assignment and Assumption Agreement entered into as of March 29, 2010 and pursuant to their Purchase and Sale Agreement dated June 25, 2009.

Subsequent to entering into the Original Agreement, Texas Gulf Wind LLC transferred and assigned all of its right, title and interest in and to the Original Agreement to Pattern Gulf Wind LLC by and through that certain Assignment and Assumption Agreement dated as of March 16, 2010 and pursuant to their Asset Purchase Agreement dated as of January 19, 2010 together with the related Bill of Sale and Assignment made effective as of March 16, 2010 by and between Texas Gulf Wind LLC and Pattern Gulf Wind LLC.

DocuSign Envelope ID: 02D8B6F0-5B61-4606-B20F-5CEAB4C01398

Subsequent to Generator's request under generation interconnection request #18INR0075 to ERCOT, the Parties agree to amend and restate the Original Agreement as set forth herein for the purpose of 1) making certain changes and updates within the substantive body of this Agreement to reflect the changes in the terms and conditions they now desire to amend, and 2) replacing all (118) Mitsubishi 2.4 MW, type 3 wind turbines with (118) Siemens 2.4 MW, type 4 wind turbines in Section 5 of Exhibit C.

This Agreement applies only to the Plant and the Parties' interconnection facilities as identified in Exhibits "C" and "C-1".

This Agreement shall become effective on the Execution Date, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A".

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

A. The "Terms and Conditions of the First Amended and Restated ERCOT Standard Generation Interconnection Agreement" attached hereto as Exhibit "A";
B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
D. The Time Schedule attached hereto as Exhibit "B";
E. The Interconnection Details attached hereto as Exhibits "C" and "C-1";
F. The notice requirements attached hereto as Exhibit "D"; and
G. The Security Arrangement Details attached hereto as Exhibit "E".

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement in one or more originals, each of which shall constitute and be an original effective agreement between the Parties.

Electric Transmission Texas, LLC

By: FFDF1B6D40524A3 Kip M. Fox
DocuSigned By: Kip M. Fox

Name: Kip M. Fox

Title: President

Date: 7/20/2019 | 7:42 AM CDT

Pattern Gulf Wind LLC

By: Dyann Blaine

Name: Dyann Blaine
Authorized Signatory

Title:

Date: 7/16/19

DocuSign Envelope ID: 02D8B6F0-5B61-4606-B20F-5CEAB4C01398

EXHIBIT "A"

TERMS AND CONDITIONS OF THE FIRST AMENDED AND RESTATED ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

ARTICLE 1. DEFINITIONS

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

1.1 "Agreement" shall mean this First Amended and Restated ERCOT Standard Generation Interconnection Agreement with all its Exhibits, as it may be amended, supplemented, or otherwise modified from time to time.

1.2 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.

1.3 "Commercial Operation" shall mean the date on which Generator declares that the construction of the Plant has been substantially completed, Trial Operation of the Plant has been completed, and the Plant is ready for dispatch.

1.4 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5 or its successor.

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

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

1.7 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

1.8 "Full Interconnection Study" shall mean the set of studies conducted by the TSP under the Full Interconnection Study Agreement consisting of the Steady-State and Transfer Analysis; System Protection (Short-Circuit) Analysis; Dynamic and Transient Stability Analysis; and Facilities Study.

1.9 "Full Interconnection Study Agreement" shall mean the agreement executed by the Parties relating to the performance of the Full Interconnection Study.

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1.10 "GIF" shall mean Generator's interconnection facilities as described in Section 7 of Exhibit "C".

1.11 "Good Utility Practice" shall have the meaning described in PUCT Rule 25.5 or its successor.

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

1.13 "In-Service Date" shall be the date, as reflected in Exhibit "B," that the TIF will be ready to connect to the GIF.

1.14 "ISO" shall mean the ERCOT Independent System Operator.

1.15 "Plant" shall mean the electric generation facility owned and operated by the Generator, which is comprised of wind turbine-generators and the collection circuits that connect to the GIF, as specified in Exhibit "C".

1.16 "Point of Interconnection" shall mean the location(s) where the GIF connects to the TIF as negotiated by the Parties, defined in Section 2 of Exhibit "C", and as shown on Exhibit "C-1" of this Agreement.

1.17 "Project Financing" shall mean one or more loans and/or debt issues, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of the Plant, any alteration, expansion or improvement to the Plant, the purchase and sale of the Plant or the operations of the Plant.

1.18 "Project Financing Holder" shall mean any holder, trustee or agent for holders, of any component of the Project Financing.

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

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

1.21 "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.198(e) or its successor).

1.22 "System Protection Equipment" shall mean those facilities located within the TIF and the GIF as described in Section 5.6 of Exhibit "A" and Section 10 of Exhibit "C".

1.23 "System Security Study" shall have the meaning as described in PUCT Rule 25.198(c) or its successor.

1.24 "TCOS" shall mean the TSP's transmission cost of service as allowed by the applicable Governmental Authority.

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1.25 "TIF" shall mean the TSP's interconnection facilities as described in Section 8 of Exhibit "C" to this Agreement.

1.26 "Trial Operation" shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.

1.27 "TSP" shall mean the Transmission Service Provider.

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

ARTICLE 2. TERMINATION

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

A. the Generator may terminate this Agreement after giving the TSP thirty (30) days advance written notice; or
B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator's Plant has not achieved Commercial Operation within one (1) year after the scheduled Commercial Operation date reflected in Exhibit "B"; or
C. either Party may terminate this Agreement in accordance with Section 10.6.

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. In the event of termination by either Party, both Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of the Sections 2.2 and 2.3 shall survive termination of the Agreement.

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

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The TSP shall file this executed Agreement with the PUCT. Each Party will reasonably cooperate with each other in connection with such filings. Any portions of this Agreement asserted by Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as "confidential" under seal stating, for the TSP's showing of good cause that Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, Generator shall provide the TSP, in

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writing, with the Generator's basis for asserting that the information referred to in this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request ISO and all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include any CCN required for the construction of the TIF.

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.1 Options. The Generator shall select one (1) of the following options (subsection A or subsection B) and include the selected option in Exhibit "B" for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit "B." The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other contractors, other equipment suppliers, other material suppliers, additional contract personnel, additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative, which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit "B." The Parties acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the Generator upon failure of the Parties to agree. In the process of negotiating the In-Service Date, Generator will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generator shall in no event be less than fifteen (15) months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that the ISO refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in Exhibit "B," the TSP shall pay the Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generator, in the event the TIF are not completed by the In-Service Date, may include Generator's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty,

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any liquidated damages paid by the TSP to the Generator shall be an amount equal to ½ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generator's actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the Generator shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP's estimate of the cost of the TIF under Section 4.1.A and the TSP's estimate of the cost of the TIF under Section 4.1.B as reflected in Exhibit "C." Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to Generator if the Generator is not ready to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generator would have been able to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP's delay.

(v) If the In-Service Date has been designated by the Generator upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not met solely due to the TSP's failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents and quality of the TIF. To the extent the Generator acts as a subcontractor to the TSP, the following will apply: 1) The Generator shall engineer, procure equipment, and construct the TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, Generator shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering, equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generator shall be obligated to remedy that

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portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generator for the reasonable and necessary costs incurred by the Generator to complete the TIF, not to exceed the amount specified in the subcontract. Such reimbursement shall be made within thirty (30) days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

A. The TSP has completed the Facilities Study pursuant to the Full Interconnection Study Agreement;
B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit "B"; and
C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
B. Necessary real property rights, if any, have been obtained;
C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B"; and
D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B".

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. If, at any time, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF, and the In-Service Date shall be extended accordingly.

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ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties' interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIF to the TSP System.

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

5.3 TIF Construction. The TSP agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. For facilities not described in Exhibit "C", if either Party makes equipment changes to the Plant, the GIF, the TIF or the TSP System which it knows will affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific metering, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

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

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

D. The TSP will notify the Generator at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. The Generator, or its designated representative, shall have the right

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to be present for these activities and to receive copies of any documents related to the procedures and results.

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

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

G. Any changes to the meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other Party must be mutually agreed to by the Parties.

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

5.6 System Protection and Other Controls Requirements.

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

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

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

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

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Party of any testing of its System Protection Equipment allowing such other Party the opportunity to have representatives present during testing of its System Protection Equipment.

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F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, ERCOT Requirements, PUCT Rules and all applicable laws and regulations. In addition, Generator agrees to operate and maintain its system in accordance with the National Electric Code. Subject to any necessary ISO approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair, or replacement of its facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger persons or property. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, ERCOT, and Generator and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with ERCOT Requirements.

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

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

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6.5 Switching and Clearance.

A. Any switching or clearances needed on the TIF or the GIF will be done in accordance with ERCOT Requirements.

B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to the Plant shall be addressed in Exhibit "C."

6.6 Start-Up and Synchronization. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, the Generator is responsible for the proper synchronization of the Plant to the TSP System. Notwithstanding the foregoing, the Parties agree that the Generator may continue operating the (118) Mitsubishi 2.4 MW, type 3 wind turbines until such time that all (118) Mitsubishi 2.4 MW, type 3 wind turbines have been decommissioned and replaced with (118) Siemens 2.4 Mw, type 4 wind turbines, as evidenced by Generator's written notice to Transmission Service Provider of such event.

6.7 Routine Operational Communications. On a timely basis, the Parties shall exchange all information necessary to comply with ERCOT Requirements. Such routine operational communications will include those communications governing the existing operational Mitsubishi 2.4 MW, type 3 wind turbines.

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

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

ARTICLE 7. DATA REQUIREMENTS

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

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur no later than one hundred twenty (120) days prior to Trial Operation and shall include transmission

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system data necessary to allow the Generator to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generator. The initial data submission by the Generator, including manufacturer data, shall occur no later than ninety (90) days prior to the Trial Operation and shall include a completed copy of the following forms contained in the ERCOT Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to the ISO for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with the ISO standard models. If there is no compatible model, the Generator will work with an ISO designated consultant to develop and supply a standard model and associated data.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all "as-built" Plant data or "as-tested" performance data which differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generator shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than thirty (30) days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by the ISO concerning these facilities.

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

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility.

A. The Generator will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense.

B. In addition, the Generator may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C", if any, in accordance with PUCT Rules.

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8.2 TSP's Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements are specified in Exhibit "E". Within five (5) business days after TSP has received notice from the Generator that the Plant has achieved Commercial Operation and TSP has verified the same, the TSP shall return the deposit(s) or security to the Generator. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out-of-pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one (1) year after the scheduled Commercial Operation date identified in Exhibit "B" or if the Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Exhibit "E", any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in Texas:

A. Employers Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars ($1,000,000) each accident bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage, (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum

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combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

E. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group. Each Party shall provide thirty (30) days advance written notice to Other Party Group prior to cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and non-contributory for any liability arising out of that Party's negligence, and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, each Party may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's,

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such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to the TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement, including without limitation the Original Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Full Interconnection Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Exhibit "D", any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served,

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given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified on Exhibit "D" attached to this Agreement. Either Party may change the notice information on Exhibit "D" by giving five (5) business days written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.6 Default

A. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist.

B. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which

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it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

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

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

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

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

10.11 Multiple Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

10.12 Amendment. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generator's expense, when reasonably requested

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

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

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

10.17 Assignment. This Agreement may be assigned by either Party only with the written consent of the other Party which consent will not be unreasonably withheld or delayed; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment (and presentation of an agreement to TSP under Section 10.18 below shall be deemed to satisfy such notice requirement). Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned, or delayed.

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10.18 Lender Security. TSP agrees, if requested by Generator, to enter into an agreement (in a form reasonably acceptable to TSP) with the Project Financing Holders, pursuant to which TSP will acknowledge the creation of security over Generator's rights under this Agreement and agree that, upon breach of this Agreement or breach of any loan documents by Generator or the insolvency of Generator, the Project Financing Holders shall:

(a) have the right within a reasonable period of time as specified therein to cure any breach of this Agreement complained of, provided the Project Financing Holders agree to perform Generator's obligations under the Agreement during the cure period; and

(b) have the right, upon payment of all outstanding amounts due and payable to TSP, to assume all the rights and obligations of Generator under this Agreement.

10.19 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that if the Generator (or any third-party, but only if such third-party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

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

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

10.22 Confidentiality.

A. Subject to the exception in Section 10.22.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to the ISO. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subsection, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential

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Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

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EXHIBIT "B"

TIME SCHEDULE

Interconnection Option chosen by Generator (check one): _X_ Section 4.1.A. or ____ Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) _____ good faith negotiations, or (2) _____ designated by Generator upon failure to agree.

Date by which Generator must provide written authorization to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date:

N/A

Date by which Generator must provide written authorization to commence construction and provide security as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date:

N/A

In - Service Date(s):

TIF is in-service and therefore N/A.

Scheduled Trial Operation Date:

Generator has already achieved Commercial Operation using the Mitsubishi 2.4 MW, type 3 wind turbines. Nine (9) months from the Execution Date of this Agreement, Generator will replace the existing Mitsubishi 2.4 MW, type 3 wind turbines with Siemens 2.4 MW, type 4 wind turbines.

Scheduled Commercial Operation Date:

Generator has already achieved Commercial Operation using the Mitsubishi 2.4 MW, type 3 wind turbines. Fourteen (14) months from the Execution Date of this Agreement, Generator will commission the Siemens 2.4 MW, type 4 wind turbines.

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "B".

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EXHIBIT "C"

INTERCONNECTION DETAILS

1. Substation Name: **Gulf Wind North**

2. Location: Generator's Gulf Wind North Substation ("Substation") is located on the John G. and Marie Stella Kenedy Memorial Foundation land approximately 9 miles northeast of Armstrong, Texas in Kenedy County. The Point of Interconnection is located inside of TSP's Zorillo Switching Station ("Station") fence. Specifically, the Point of Interconnection is located where Generator's jumper conductors from Generator's 345 kV rigid bus tubing outside the Station fence connect to TSP's 345 kV rigid bus tubing inside the Station fence. See attached Exhibit "C-1"

3. Delivery Voltage: 345 kV

4. Number and Size of Generating Units: Nominal 283.2 MW Plant capacity comprised of 118 units at 2.4 MW each

5. Type of Generating Units: Mitsubishi 2.4 MW, Type 3 wind turbines, which Generator will decommission and replace with Siemens 2.4 MW, Type 4 wind turbines, in accordance with this Agreement.

6. Metering, SCADA, and Monitoring Equipment:

6.1. The ERCOT Polled Settlement ("EPS") metering equipment described below will be procured, paid for, owned, and installed inside the Station and Substation by TSP.

i) one (1) 345 kV meter panel with one (1) primary meter and one (1) back up meter in the Station

ii) three (3) 345 kV billing accuracy metering units comprised of combination potential transformers and current transformers in the Substation. The metering will be a three-phase, four-wire system.

Note: If the EPS metering and the Point of Interconnection are not at the same location, the metering will be compensated for power losses from the EPS metering location to the Point of Interconnection.

6.2. The Supervisory Control and Data Acquisition ("SCADA") equipment described below will be paid for, procured, owned, and installed inside the Substation by TSP.

i) one (1) remote terminal unit ("RTU"), including associated interface equipment

6.3. Such facilities shall meet the following TSP requirements in addition to the ERCOT Requirements. If there is a conflict between the TSP requirements below and the ERCOT

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Requirements, the ERCOT Requirements shall prevail.

i) The transfer of power between the TIF and GIF shall be read as if metered at the Point of Interconnection with bi-directional metering. Backfeed power from the TSP System to the Plant is "MW Out". "MW Out" is considered positive and "MW In" is considered negative. The same conventions will be observed on the reactive power. Each of the four quantities will be recorded separately. Recording of Plant and GIF energy usage for the billing period will be determined by the EPS metering installed by TSP. For a Generator having more than one (1) Point of Interconnection (for example, two (2) or more lines), independent bi-directional metering is required at each Point of Interconnection.

ii) Meters are required for net generation output, with the bi-directional feature used to measure station use auxiliaries when not exporting power. Unless used for the interconnection metering, all voltage and current transformers used for generation metering shall conform to relay accuracy class or better. MW and MVAR transducers shall be 3-element transducers with an accuracy of ±0.2% or better.

iii) If requested by Generator, and if available from the TSP RTU equipment, TSP will configure one (1) RTU communications port in a format satisfactory to TSP for the polling of metering quantities to be determined by mutual agreement. If such metering quantities are not available from the TSP RTU equipment, they may be available by alternate means at Generator's expense. If requested by Generator, MW and MVAR transducers shall be 3-element transducers with an accuracy of ±0.2% or better.

iv) Appropriate personnel of the Parties and ERCOT shall be involved in engineering changes of interconnect metering equipment from project inception. Representatives of the Parties and ERCOT must be notified so a mutually agreeable time can be set for the changes. Both Parties and ERCOT must be satisfied with the making of any changes.

v) Metering and operation personnel of the Parties shall be notified at least forty-eight (48) hours in advance, or at a mutually acceptable advance notice, prior to any calibrations or maintenance. In emergency conditions, TSP may make necessary repairs with notification to affected parties within twenty-four (24) hours. Copies of the repair and calibration records shall be forwarded to the metering and operation personnel of the Parties.

7. Generator Interconnection Facilities:

GIF include the following:

i) the Substation and all the facilities within it, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below

ii) communication facilities described in Section 9.1 below

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iii) the 345 kV rigid bus tubing from the Substation to the outside of TSP's Station fence
iv) control building space to accommodate TSP's panel for the RTU
v) jumper conductors between Generator's 345 kV rigid bus tubing from the Substation outside the Station fence to TSP's 345 kV rigid bus tubing from the Station inside Station fence

8. Transmission Service Provider Interconnection Facilities:

TIF are required to synchronize and deliver Plant capacity and energy output to the TSP System. TIF include the following:

i) the 345 kV Station and all the facilities within it
ii) metering and SCADA equipment described in Section 6.1 and 6.2 above, respectively
iii) communication facilities described in Section 9.2 below

9. Communications Facilities:

9.1. The communications facilities described below will be paid for, owned, and installed by Generator.

i) one (1) dedicated voice dispatch circuit between TSP's Corpus Christi, TX dispatch office and Generator's control center, including associated interface equipment at the Substation for the dynamic (transient)/fault recorder
ii) one (1) RTU communications circuit between the Substation and TSP's master SCADA system at TSP's Corpus Christi, TX dispatch office
iii) one (1) telephone company interface box (demarcation equipment) at the Substation for demarcation of telephone company circuits
iv) high voltage isolation equipment for all telephone company circuits at the Substation

9.2. The communications facilities described below will be paid for, owned, and installed by TSP if required by ERCOT.

i) one (1) dial-up circuit including associated interface equipment at the Station for the ERCOT-polled settlement meter

9.3. All communication facilities shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail.

i) Generator shall be responsible for confirming with TSP the project-specific circuit requirements and requesting specific TSP addresses and TSP contact names in preparation for issuing the communication circuit orders with TSP's telecommunication service provider of choice. These communication circuits shall be leased telephone company circuits satisfactory to TSP. For

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each telephone company circuit leased by Generator, Generator shall provide TSP and the telecommunication service provider with advanced authorization for communication circuit maintenance, allowing TSP and any of its affiliates and subsidiaries to monitor the circuit, report trouble and take corrective action with the telecommunication service provider, at Generator's expense, to maintain circuit reliability. The communication circuits described here shall be operational and commissioned by TSP prior to TSP placing the interconnection facility in service. Typical facility circuit requirements include the following

1) RTU communications circuit - This is a leased circuit from the demarcation equipment (the "demark") associated with the RTU at the Substation to the TSP dispatch office; this circuit is to be ordered and paid for by Generator. One (1) circuit is required for each RTU. This circuit will be utilized by TSP to communicate with the RTU and, if applicable, the dynamic/fault recorder. The required circuit is a 56 Kbps frame circuit with DDS interface at the RTU end and DDS interface at the TSP dispatch office end.

2) Voice dispatch circuit - This is a leased circuit from the Plant operators to the TSP dispatch office. If the Plant operators are not located on the Plant site, then the circuit must be terminated at the actual location of the Plant operators. This dedicated circuit is required of Generator where the total Plant generation capacity is equal to or greater than 50 MVA. This circuit is to be ordered and paid for by Generator. The required circuit is a Bell 428, also known as an OSPA 428. This circuit is a two-point off-premise station voice-grade two-wire analog facility with loop start signaling at the TSP dispatch office end. For circuit design and ordering purposes, the circuit origination is to be at the TSP dispatch office; the circuit termination is to be at the actual location of the Plant operators.

3) Dial-up circuit - This is a standard business telephone line (with a 10-digit telephone number) with long distance provisioning to be ordered and paid for by Generator. The requirement for one or more dial-up circuits will be determined by TSP on a project-specific basis. This circuit may be required for interconnect meter reading, system protection equipment interrogation and access to the dynamic/fault recorder. If the interconnect metering, system protection equipment and dynamic/fault recorder are located at multiple sites, then multiple dial-up circuits may be required. If these devices are located at the same site, one dial-up circuit may suffice for dial-up access. If approved by TSP, Generator may install a telephone switch to share one dial-up circuit among multiple devices.

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ii) For all telephone company circuits leased into the Substation, demarcation equipment (also referred to as the demark or telephone company interface box) satisfactory to TSP shall be installed, owned and maintained by Generator. The demark shall house all telephone company circuit termination equipment at the Substation, including, but not limited to, the network interface. The demark shall provide the interface between the telephone company's service cable and the Substation. The demark design shall accommodate twenty-four (24) hour per day accessibility by TSP personnel without escort from telephone company personnel, Generator, facility operator or land owners. The demark design shall accommodate twenty-four (24) hour per day accessibility by telephone company personnel without escort from TSP personnel, Generator, facility operator or land owners. The demark shall be located on the Substation ground grid and accessible from outside the Substation fence or through a secured personnel gate or door. Generator shall install, own and maintain communications cable with surge protection satisfactory to TSP between the demark and the Substation control building. The demark described here shall be operational and commissioned by TSP prior to TSP providing a continuous power source to the interconnection facility.

iii) If required by TSP or the telephone company, high voltage isolation ("HVI") equipment for all telephone company circuits leased into a Substation shall be installed and maintained. The HVI equipment shall be designed to adequately protect against ground potential rise and shall be satisfactory to TSP and the telephone company. The HVI equipment design shall accommodate twenty-four (24) hour per day accessibility by TSP personnel without escort from telephone company personnel, Generator, facility operator or landowners. The HVI equipment design shall accommodate twenty-four (24) hour per day accessibility by telephone company personnel without escort from TSP personnel, Generator, facility operator or landowners. The HVI equipment shall be located on the central office (telephone company) side of the demark. The HVI equipment shall be located on the Substation ground grid and accessible from outside the Substation fence or through a secured personnel gate. The HVI equipment described here shall be operational and commissioned by TSP prior to TSP providing a continuous power source to the interconnection facility.

10. System Protection Equipment:

Protection of each Party's system shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail.

10.1. TSP assumes no responsibility for the protection of the Plant and GIF for any or all operating conditions. Generator is solely responsible for protecting its equipment in such a manner that faults or other disturbances on the TSP System or other interconnected systems do not cause damage to the Plant and GIF.

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10.2. It is the sole responsibility of Generator to protect its Plant and GIF from excessive negative sequence currents.

10.3. Generator shall furnish at a minimum, a manual disconnect switch with visual contacts and allowance for padlocking, to separate the Plant and GIF from TIF. The location of this switch will be determined by TSP, and be readily accessible to TSP at all times. The disconnect switch will be under the exclusive control of TSP and will be considered as part of TSP's switching arrangement. TSP reserves the right to open this disconnecting device, isolating the Plant and GIF for any of the following reasons:

1) The Plant or GIF, upon TSP's determination, cause objectionable interference with other customers' service or with the secure operation of the TSP System.
2) The Plant output as determined by TSP exceeds the operating boundaries outlined above.
3) Generator's control and protective equipment causes or contributes to a hazardous condition. TSP reserves the right to verify on demand all protective equipment including relays, circuit breakers, etc. at the inter-tie location. Verification may include the tripping of the tiebreaker by the protective relays.
4) In TSP's opinion, continued parallel operation is hazardous to Generator, the TSP System or to the general public.
5) To provide TSP or TSP personnel the clearances for dead line or live line maintenance.

TSP will attempt to notify Generator before disconnection, but notification may not be possible in emergency situations that require immediate action.

10.4. Automatic reclosing is normally applied to transmission and distribution circuits. When TSP's source breakers trip and isolate the Plant and GIF, Generator shall ensure the Plant and GIF are disconnected from the TSP circuit prior to automatic reclosure by TSP. Automatic reclosing out-of-phase with the Plant may cause damage to Generator's equipment. Generator is solely responsible for the protection of his equipment from automatic reclosing by TSP.

10.5. A dynamic/fault recorder will be paid for, owned and installed by TSP at a mutually agreed location within the Plant or GIF. Generator shall provide the cable and conduit for the dynamic/fault recorder and the necessary connections to the recording equipment. TSP will terminate the signal connections in the recorder. All dynamic/fault recorders shall be equipped with time synchronizing equipment. The monitoring requirements of TSP do not reduce the Generator's obligation to meet all disturbance monitoring requirements of ERCOT.

10.6. Documentation of all protective device settings shall be provided to TSP. The setting documentation shall also include relay type, model/catalog number and setting range. If automatic transfer schemes or unique or special protective schemes are used, a description of their operation should be included TSP must review and approve the settings of all protective devices and automatic control equipment which: 1) serve to protect the TSP System from hazardous currents and voltages originating from the Plant or 2) must

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coordinate with System Protection Equipment or control equipment located on the TSP System.

11. RTU and SCADA Inputs:

11.1. A transmission-specific RTU is required for all transmission interconnections. In addition, a generation-specific RTU is required at the Plant for TSP's generation-specific SCADA. The RTU protocol from the RTUs to the TSP dispatch office shall be satisfactory to TSP. Generator shall marshal all their RS-485 and hardwired RTU inputs at a marshalling cabinet (interface terminal block or interface cabinet) satisfactory to TSP. Generator shall engineer, procure, construct and own the marshalling cabinet, wire to the marshalling cabinet from the various generation or Substation equipment, provide TSP with documentation identifying the location of generation or Substation SCADA points wired to the marshalling cabinet, and provide TSP with terminals at the marshalling cabinet from which to wire to the RTU. Generator shall provide a dedicated Substation DC breaker for each RTU.

11.2. Prior to TSP placing the Plant and GIF in service, the transmission-specific RTU and the generation-specific RTU described here shall be operational with TSP-required RTU functions commissioned by TSP.

11.3. In addition to ERCOT Requirements, the following information shall be supplied to TSP by Generator, regardless of the size of the Substation capacity, for each Point of Interconnection and connected to TSP's recording equipment and the transmission-specific RTU used for the transmission interconnection. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail. Inputs to the transmission-specific RTU shall be supplied from a TSP-approved interface device, or hardwired. RTU inputs from a TSP–approved interface device shall be Ethernet or RS-485 using DNP 3.0 protocol.

i) Status Points
   1) Transmission line breaker status (required for each Generator-owned transmission line)
   2) IED failure (required for each IED sourcing a required point)
   3) IED communications failure (required for each IED sourcing a required point)
   4) Battery charger trouble (required for the Substation battery powering the RTU)
   5) Battery charger AC power failure (required for the Substation battery powering the RTU)
   6) Smoke alarm (required for the structure housing the RTU)
   7) Fire or high temperature alarm (required for the structure housing the RTU)

ii) Analog Points from each Generator-owned transmission line shall include MW, MVAR, voltage per phase and current per phase.

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iii) Hourly Accumulation Points from each Generator-owned transmission line shall include MWh In, MWh Out, MVARh In and MVARh Out.

11.4. For plants where the total generation capacity is equal to or greater than 5 MVA, a generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by TSP as a part of each generation project based upon the project's electrical configuration. For such purpose the Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and Substation facilities. Generator will supply the following SCADA information to TSP in addition to the transmission interconnection SCADA information specified above:

i) Control Points – The following RTU inputs shall be hardwired.

1) Trip (required for one (1) or more breakers to allow TSP to trip the Plant during system emergencies)

ii) Status Points – Status inputs to the generation-specific RTU shall be supplied from a TSP–approved interface device, or hardwired as specified below. Status point RTU inputs from a TSP–approved interface device shall be Ethernet or RS-485 using DNP 3.0 protocol.

1) Generation breaker status (hardwired for each breaker where trip control is required)
2) Circuit switcher / line switch status ("a" and "b" contacts)
3) Transformer high-side breaker status (hardwired for each breaker where trip control is required)
4) Transformer high-side motor operated switch status ("a" and "b" contacts)
5) Transmission line lockout relay operated
6) Transmission line lockout relay failure
7) Auxiliary breaker status
8) Capacitor bank breaker/switch status
9) Supervisory cutoff (hardwired for each breaker where trip control is required)
10) Breaker failure lockout status (hardwired for each breaker where trip control is required)
11) Breaker critical alarm (required for each breaker where trip control is required, combine critical alarms for each breaker)
12) Transformer critical alarm (combine critical alarms for each transformer)
13) Transformer primary lockout relay operated
14) Transformer primary lockout relay failure
15) Transformer backup lockout relay operated
16) Transformer backup lockout relay failure
17) Generation unit automatic voltage regulator ("AVR") status
18) Fault recorder trouble alarm

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iii) Analog Points – Analog inputs to the generation-specific RTU shall be supplied from a TSP–approved interface device, or hardwired. Analog point RTU inputs from a TSP–approved interface device shall be Ethernet or RS-485 using DNP 3.0 protocol.

1) Generation gross MW
2) Generation gross MVAR (bi-directional values required)
3) Generation station use MW auxiliary (required for each auxiliary transformer)
4) Generation station use MVAR auxiliary (bi-directional values required for each auxiliary transformer)
5) Station frequency HZ (for those stations where a common bus does not exist between multiple generation units, individual unit frequency points will be required)
6) Voltage per phase for each winding of each transformer
7) Current per phase for each winding of each transformer
8) MW for each winding of each transformer
9) MVAR for each winding of each transformer
10) MW for each circuit breaker/switcher in the station
11) MVAR for each circuit breaker/switcher in the station

12. Supplemental Terms and Conditions:

The following supplemental terms and conditions shall be met unless there is a conflict between these terms and conditions and the ERCOT Requirements, in which case the ERCOT Requirements shall prevail.

12.1. Each Party shall be consulted during the planning and design process of the Plant, GIF and TIF. The engineering and design work (including drawings, plans, materials lists, specifications and other documentation and supporting data) will be prepared in accordance with Good Utility Practice and all applicable laws and regulations, and is intended to be used solely in connection with the construction of the Plant, GIF and TIF. Neither Party shall make use of any aspect of the engineering and design work of the other Party for any other projects without the prior written consent of the other Party. Each Party shall treat such engineering and design work of the other Party as Confidential Information under Section 10.21 of Exhibit "A".

12.2. If wye-delta connected transmission voltage step-up transformers are utilized they shall be wye connected to the TIF and delta connected to the GIF.

12.3. Generator shall submit drawings of the GIF to TSP for review. TSP will review only those portions of the drawings that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and TSP shall be provided with final copies of the revised drawings. TSP will review only those portions of the drawings, which apply to protection, metering and monitoring of the TSP System. To aid Generator, TSP may make suggestions on other areas. TSP's review of Generator's drawings shall not be

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construed as confirming or endorsing the design or as any warranty of safety, durability or reliability of the facility or equipment. Generator shall provide copies of the following:

i) one-line and three-line diagrams indicating the following:
   1) equipment names and/or numerical designations for all circuit breakers, contactors, air switches, transformers, generators, etc., associated with the generation as required by TSP to facilitate switching
   2) power transformers – nameplate or designation, nominal kVA, nominal primary, secondary, tertiary voltages, vector diagram showing winding connections, tap setting and transformer impedances (transformer test report showing the positive sequence, zero sequence, test voltages and MVA base for each winding)
   3) station service transformers –phase(s) connected and estimated kVA load
   4) instrument transformers – voltage and current, phase connections.
   5) surge arresters/gas tubes/metal oxide varistors/avalanche diode/spill gaps/surge capacitors, etc. – type and ratings
   6) capacitor banks – kVAR rating
   7) disconnect switches – status if normally open (N.O.), manual or motor operated including switch voltage, continuous and interrupting ratings
   8) circuit breakers and/or contactors – interrupting rating, continuous rating, operating times
   9) generator(s) – nameplate , test report, type, connection, kVA, voltage, current, rpm, power factor, impedances, time constants, etc.
   10) Point of Interconnection and phase identification
   11) fuses – manufacturer, type, size, speed, and location

ii) potential and current elementary drawings associated with the protection and control schemes for the Plant and GIF and control elementary drawings of the Plant and interconnection circuit breaker indicating the following:
   1) terminal designation of all devices – relay coils and contacts, switches, transducers, etc.
   2) relay functional designation – per latest ANSI Standard where the same functional designation shall be used on all drawings showing the relay
   3) complete relay type (such as CV-2, SEL321-1, REL-301, IJS51A, etc.)
   4) switch contact as referenced to the switch development if development is shown on a separate drawing.
   5) switch developments and escutcheons where the majority of contacts are used. Where contacts of a switch are used on a separate drawing, that drawing should be referenced adjacent to the contacts in the switch development. Any contacts not used should be referenced as spare.
   6) all switch contacts shown open with each labeled to indicate the positions in which the contact will be closed with explanatory notes

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defining switch coordination and adjustment where mis-adjustment could result in equipment failure or safety hazard

7) auxiliary relay contacts as referenced to the coil location drawing if coil is shown on a separate drawing where all contacts of auxiliary relays should be shown and the appropriate drawing referenced adjacent to the respective contacts
8) device auxiliary switches (circuit breakers, contactor) as referenced to the drawing where they are used.
9) any interlocks electromechanical, key, etc., associated with the generation or interconnection Substation.
10) ranges of all timers and setting if dictated by control logic
11) all target ratings; on dual ratings note the appropriate target tap setting
12) complete internal for electromechanical protective relays where microprocessor type relays may be shown as a "black box", with manufacturer's instruction book number referenced and terminal connections shown
13) isolation points (states links, PK-2 and FT-1 blocks), etc., including terminal identification
14) all circuit elements and components, with device designation, rating and setting where applicable and where coil voltage is shown only if different from nominal control voltage
15) size, type, rating and designation of all fuses
16) phase sequence designation as ABC or CBA
17) potential transformers – nameplate ratio, polarity marks, rating, primary and secondary connections
18) current transformers (including aux. CT's) – polarity marks, rating, tap ratio and connection

12.4. Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.

12.5. The Plant and GIF shall not cause objectionable interference with the electric service provided to other customers of TSP nor jeopardize the security of the ERCOT power system. In order to minimize objectionable interference of the Plant and GIF, the Plant and GIF shall meet the following criteria:

i) Voltage - The Plant and GIF shall not cause excessive voltage excursions. Generator shall operate its Plant and GIF in such manner that the voltage levels on the TSP System are in the same range as if the Plant and GIF were not connected to the TSP System. Generator shall provide an automatic method of disconnecting its Plant and GIF from the TIF to protect against excessive voltage excursions.

ii) Flicker - The Plant and GIF shall not cause excessive voltage flicker on the TSP System. Flicker is to be measured at the Point of Interconnection and

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shall not exceed 1.5% or the Borderline of Visibility Curve Voltage Flicker Chart of ANSI/IEEE Standard 141-1993, whichever is less.

iii) Frequency – The operating frequency of the Plant shall not deviate from the frequency of the TSP System. Plant under-frequency relays shall be set the same as TSP's under-frequency relays, so that the Plant will not separate from the TSP System during under-frequency conditions until all TSP's under-frequency load shedding equipment has operated.

iv) Harmonics, Telephone Interference and Carrier Interference - The Plant and GIF shall not introduce excessive distortion of the TSP System waveforms; voltage and current; telephone interference; or carrier interference at the Point of Interconnection. IEEE Standard 519 shall be used as a guide.

v) Fault and Line Clearing - The Plant and GIF shall be disconnected from the TSP System on occurrence of an outage or fault on the TIF serving the Plant radially. Generator is responsible for the electrical stability of its Plant and providing adequate facilities so that critical fault clearing times are met.

vi) All generation resources (including self-serve generating units) that have a gross generating unit rating greater than twenty (20) MVA or those units connected at the same Point of Interconnection that have gross generating unit ratings aggregating to greater than twenty (20) MVA, that supply power to the ERCOT transmission grid, shall provide Voltage Support Service (VSS).

vii) Reactive Power Requirements – Generation resources must be capable of producing a defined quantity of reactive power to maintain a Voltage Profile established by ERCOT Nodal Protocol 3.15. The generator voltage-var schedule, voltage regulator, and transformer ratio settings will be jointly determined by TSP and Generator to ensure proper coordination of voltages and regulator action. The Plant must generate reactive requirements for the Plant and GIF. TSP may, in order to maintain security of the ERCOT power system, request Generator to adjust voltage schedule to accept or supply reactive power.

1. Synchronous generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels.

2. Induction generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of

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ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels and may be met through a combination of the Generation Resource's Unit Reactive Limit ("URL"), which is the generating unit's dynamic leading and lagging operating capability, and/or dynamic VAR capable devices. For Wind Generation Resources ("WGR"), the reactive power requirements shall be available at all MW output levels at or above ten percent (10%) of the WGR's nameplate capacity. When a WGR is operating below ten percent (10%) of its nameplate capacity and is unable to support voltage at the Point of Interconnection, ERCOT may require a WGR to disconnect from the ERCOT transmission grid.

3. Other generators shall comply with the following reactive power requirements: an over-excited (lagging) power factor capability of ninety-five hundredths (0.95) or less and an under-excited (leading) power factor capability of ninety-five hundredths (0.95) or less, both determined at the generating unit's maximum net power to be supplied to the ERCOT transmission grid and at the transmission system Voltage Profile established by ERCOT, and both measured at the Point of Interconnection. The reactive power requirements shall be available at all MW output levels and may be met through a combination of the Generation Resource's URL, which is the generating unit's dynamic leading and lagging operating capability, and/or dynamic VAR capable devices. For Intermittent Renewable Resources ("IRR"), the reactive power requirements shall be available at all MW output levels at or above ten percent (10%) of the IRR's nameplate capacity. When an IRR is operating below ten percent (10%) of its nameplate capacity and is unable to support voltage at the Point of Interconnection, ERCOT may require an IRR to disconnect from the ERCOT transmission grid.

viii) The dynamic MVAR capability at the current MW generation amount shall be provided in real time. If this dynamic MVAR capability is not available in real time, a dynamic capability curve plotted as a function of MW output shall be provided. The shunt static reactive available, but not in service, shall be provided in sufficient detail to determine the amount of dynamic and static reactive reserve available.

ix) Excitation System and Automatic Voltage Regulation – A Plant excitation system response ratio shall not be less than 0.5 (five-tenths). It shall conform, as near as achievable, to the field voltage vs. time criteria specified

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in American National Standards Institute Standard C50.13-1989 in order to permit adequate field forcing during transient conditions. A power system stabilizer ("PSS") shall be installed on each new generating unit to be interconnected unless specifically exempted from this requirement by ERCOT. Generator shall determine the PSS settings to dampen local area modes with oscillations within the range of 0.2 Hz to 2 Hz. The PSS settings shall be tested and tuned for adequate damping during PSS commissioning. Final PSS settings shall be provided to ERCOT and TSP within thirty (30) days of commissioning. The PSS shall be kept in service and maintained in working order throughout the service life of the Plant. The PSS requirement is not applicable to asynchronous resources including photovoltaic solar and wind generation facilities. Each generator's exciter and exciter controls shall have a ride-through capability for significant system voltage disturbances (i.e., utilize UPS or DC design). Generator shall maintain the AVR of each generating unit in service and operable at all times. If the AVR is removed from service for maintenance or repair, TSP shall be notified.

x) Governor System – Plant governors shall be able to respond to interconnection frequency deviations and help return interconnection frequency to normal following an upset on the ERCOT transmission grid to assist in maintaining interconnection stability.

12.6. Generator shall not energize a de-energized TIF circuit, unless under direction of TSP.

12.7. Generator shall maintain an operating log at each generating unit at the Plant that at a minimum will indicate changes in operating status (available or unavailable), maintenance outages, trip indications or other unusual conditions found upon inspection. For generators that are "block-loaded" to a specific MW level, changes in this setting shall also be logged. TSP may waive this requirement at its discretion. Reliability information, as required by ERCOT Requirements, will be maintained by Generator.

12.8. TSP considers the energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and GIF may consume from the transmission grid through the Point of Interconnection.

12.9. Generator shall notify the TSP in writing as to which ERCOT Qualified Scheduling Entity the Plant will be scheduling through and any changes made thereafter.

12.10. Upon written request from TSP, Generator shall supply notification to TSP identifying their retail service provider.

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12.11. Generator shall use commercially reasonable efforts to change the GIF as may be reasonably required by TSP to meet future changes in the TSP System. Generator shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.

12.12. Each Party will comply with NERC Reliability Standards applicable to its facilities identified in this Exhibit "C". Each Party shall provide to the other Party all information related to its interconnection facilities that may reasonably be required by the other Party to comply with NERC Reliability Standards applicable to its interconnection facilities, if any. "NERC Reliability Standards" means the mandatory electric reliability standards established and enforced by the North American Electric Reliability Corporation or its successor electric reliability organization.

12.13. Generator shall construct the GIF in accordance with TSP's "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" (or its successor) in effect at the time Generator provides authorization to commence construction per Exhibit "B" above. If Generator materially modifies the GIF, Generator shall comply with TSP's "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" (or its successor) in effect at the time of such modifications. Where the "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" are in conflict with this Agreement, this Agreement shall prevail.

12.14. Generator shall provide information in accordance with TSP's "Data and Modeling Requirements for Conventional Resource Entities" or "Data and Modeling Requirements for Solar and Wind Resource Entities" as applicable (or its successor) in effect at the time Generator provides authorization to commence construction per Exhibit "B" above. If Generator materially modifies the GIF, Generator shall provide TSP the modified GIF information in accordance with TSP's "Data and Modeling Requirements for Conventional Resource Entities" or "Data and Modeling Requirements for Solar and Wind Resource Entities" as applicable (or its successor) in effect at the time of such modifications.

13. Special Operating Terms and Conditions:

13.1. For wind powered generation greater than 50 MW, Generator shall notify TSP at least thirty (30) minutes in advance any time the reactive capability is expected to deviate by more than 10% from the reactive capability curves provided in accordance with Section 12.6(viii) above or any time Generator expects generation rate changes greater than 20% per minute of the Plant's nameplate MW rating.

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EXHIBIT "C-1"

Conceptual One-Line Drawing of Point of Interconnection

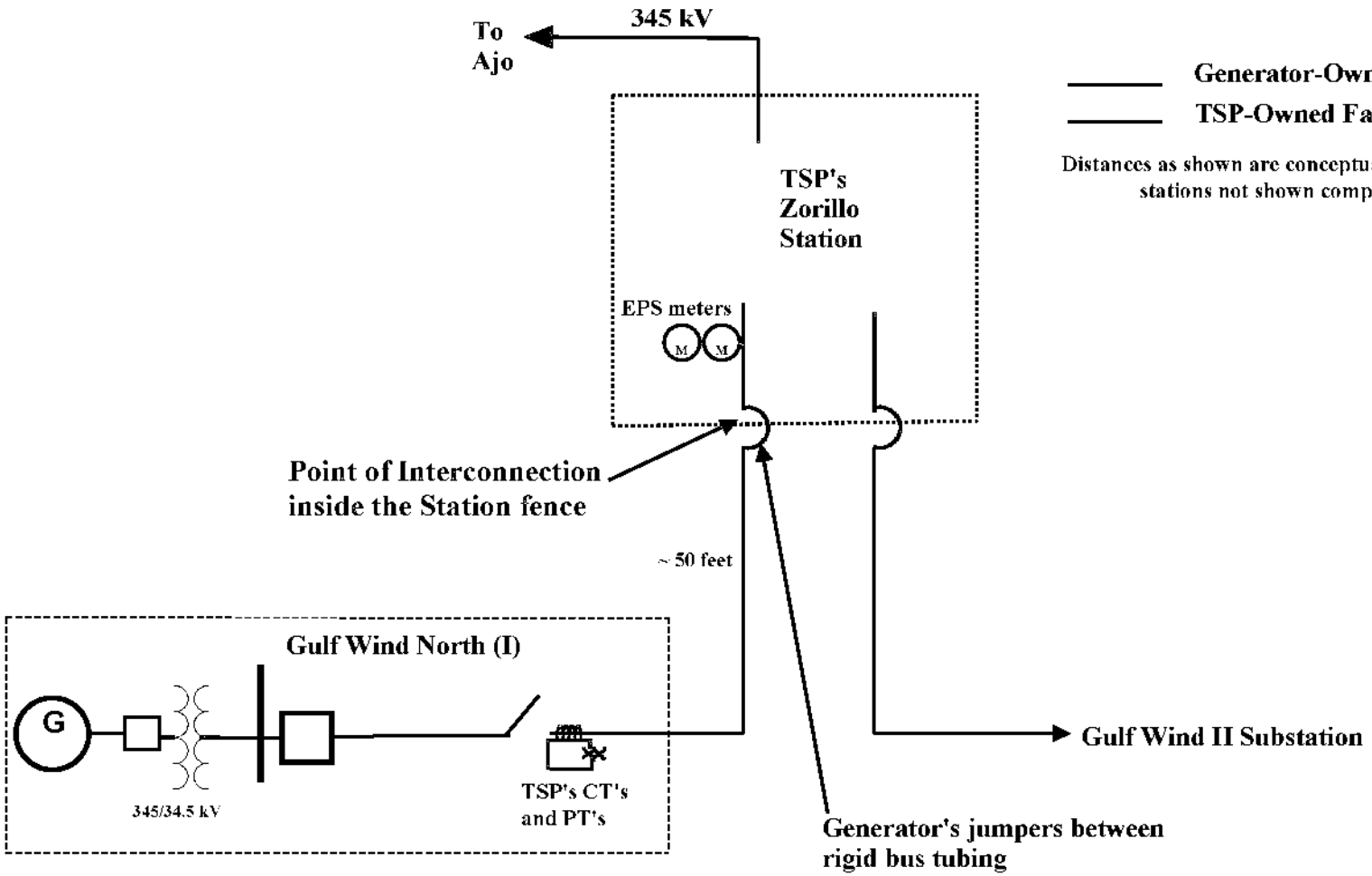

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EXHIBIT "D"
NOTICE INFORMATION
OF THE INTERCONNECTION AGREEMENT

(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 Generator:	If to Transmission Service Provider:
Company Name:	Pattern Gulf Wind LLC	Electric Transmission Texas, LLC c/o American Electric Power Service Corporation
Attn:	Operation Control Center	Manager, Transmission Operations Reliability
Address:	1201 Louisiana Street, Ste. 3200	5502 Corporate Dr.
City, State, Zip:	Houston, TX 77002	Corpus Christi, TX 78405
24-Hour Phone:	713-308-4242	361-289-4003
E-mail:	patternocc@patternenergy.com	dkkunkel@aep.com
Copy:		
Company Name:	Pattern Gulf Wind LLC	Electric Transmission Texas, LLC c/o American Electric Power Service Corporation
Attn:	Facility Manager	Manager, Transmission Dispatching
Address:	803 Gulf Wind Road	5502 Corporate Dr.
City, State, Zip:	Armstrong, TX 78338	Corpus Christi, TX 78405
24-Hour Phone:	361-216-5312	361-289-4006
E-mail:	Tommie.Trowbridge@patternenergy.com	Llrodriguez2@aep.com

(b) Notices of an administrative nature:

	If to Generator:	If to Transmission Service Provider:
Company Name:	Pattern Gulf Wind LLC	Electric Transmission Texas, LLC
Attn:	Asset Manager	Leo L. York, Vice President
Address:	1201 Louisiana Street Ste. 3200	400 W. 15th Street, Suite 800
City, State, Zip:	Houston, TX 77002	Austin, TX 78701-1677
Fax:	415-362-7900	512-391-6391
Phone:	713-308-4246	512-391-6310
E-mail:	Andre.walker@patternenergy.com	llyork@aep.com

Copy:		
Company Name:	Pattern Gulf Wind LLC	Electric Transmission Texas, LLC c/o American Electric Power Service Corporation
Attn:	Facility Manager	Director, System Interconnections
Address:	803 Gulf Wind Road	212 E. 6th Street
City, State, Zip:	Armstrong, TX 78338	Tulsa, OK 74119
Fax:		918-599-3003
Phone:	361-216-5312	918-599-2723
E-mail:	Tommie.Trowbridge@patternenergy.com	rlpennybaker@aep.com

(c) Notice for statement and billing purposes:

	If to Generator:	If to Transmission Service Provider:
Company Name:	Pattern Gulf Wind LLC	Electric Transmission Texas, LLC c/o American Electric Power Service Corporation
Attn:	Accounts Payable	Accounts Receivable
Address:	1088 Sansome Street	301 Cleveland Ave SW
City, State, Zip:	San Francisco, CA 94111	Canton, OH 44702
E-mail:	apinvoicesUS@patternenergy.com	

(d) Information concerning Electronic Funds Transfers:

	If to Generator:	If to Transmission Service Provider:
Bank Name:	MUFG Union Bank, N.A.	Citibank, N. A.
Address:	551 Madison Avenue, 11th Floor	111 Wall Street
City, State:	New York, NY 10022	New York, NY 10043
ABA No.	122000496	021000089
for credit to	Pattern Gulf Wind LLC	Electric Transmission Texas, LLC
Account No.	6711899210	30737169

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EXHIBIT "E"
SECURITY ARRANGEMENT DETAILS

Generator is not required to provide financial security for this Agreement

EXHIBIT E

Robert Holt
Regulatory Manager

ONCOR

Oncor Electric Delivery
1616 Woodall Rodgers Fwy
Suite 6A-015
Dallas, TX 75202

Tel 214-486-4955
Fax 214-486-3221

December 18, 2013

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

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

Find attached an Interconnection Agreement between Oncor Electric Delivery Company LLC and Logan's Gap Wind I, LLC (GIR 13INR0050), dated December 11, 2013, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed agreement contains slight deviations from the Commission-approved standard generation interconnection agreement (SGIA), Oncor Electric Delivery has prepared this letter explaining the changes and request that it be filed with the aforementioned interconnection agreement.

- The Interconnection Agreement between Oncor Electric Delivery Company LLC and Logan's Gap Wind I, LLC, (GIR 13INR0050) has been modified to replace the term "senior secured debt" with "senior long term debt" and replace the term "Standard & Poor's" with "Standard & Poor's or Moody's Investor's Service", "Standard & Poor's and Moody's Investor's Service", and "Standard & Poor's and Moody's Investor's Service", respectively, in Exhibit "A", Article 9, INSURANCE, Subsection 9.1.J.

- The definition for "ISO" has been deleted and all references to "ISO" have been changed to "ERCOT". The following language in Exhibit "A", Article 6, Subsection 6.2, Control Area Notification has been deleted, "At least six months before Trial Operation, the Generator shall notify the TSP in writing of the Control Area in which it will be located. If the Generator elects to be located in a Control Area other than the Control Area in which the TSP is located, all necessary agreements, including but not limited to remote control area generator interchange agreements, if applicable, and appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Plant in the other Control Area. The Parties will diligently cooperate with one

another to enable such agreements to be executed and implemented on a schedule necessary to meet the Trial Operation date specified in Exhibit "B." ", and replaced with, "The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with the ERCOT Protocols."

- The following language in Exhibit "A", Article 7, Subsection 7.2 Initial Data Submission by TSP, "The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation…", has been modified to read, "The initial data submission by the TSP shall occur prior to Trial Operation…", and

- The following language in Exhibit "A", Article 7, Subsection 7.3 Initial Data Submission by Generator, "The initial data submission by the Generator, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation…", has been modified to read, "The initial data submission by the Generator, including manufacturer data, shall occur prior to the Trial Operation…".

- The following references to the PUCT Substantive Rules were changed, PUCT Rule 25.198(g) to 25.198(d); 25.5(23) to 25.5(56); 25.196(e) to 25.191(d)(3).

- The term Co-Tenant Generators was introduced to reflect the fact that there are two generators served off this single Point of Interconnection.

- The form of termination and disconnection in Article 2 and the default provision in Article 10.6 were also modified to reflect the presence of two parties being involved rather than a single generator.

Sincerely,

RH/tlw
Enclosure

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

LOGAN'S GAP WIND I, LLC

13INR0050

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ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Standard Generation Interconnection Agreement is made and entered into this 11th day of December, 2013, between Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Transmission Service Provider") and **Logan's Gap Wind I, LLC** ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties". In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Generator represents that it will own and operate the Plant. Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with the Facilities Study Agreement executed between the Parties on **June 1, 2012**.

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

This Agreement shall become effective upon execution, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit "A".

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

A. The "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" attached hereto as Exhibit "A";

B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);

C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);

D. The Time Schedule attached hereto as Exhibit "B";

E. The Interconnection Details attached hereto as Exhibit "C";

F. The notice requirements attached hereto as Exhibit "D"; and

G. The Security Arrangement Details attached hereto as Exhibit "E"

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

ONCOR ELECTRIC DELIVERY COMPANY LLC	LOGAN'S GAP WIND I, LLC
By: _____	By: _____
Name: Mark Carpenter (Print or type)	Name: _____ (Print or type)
Title: SVP T&D Operations	Title: _____
Date: December 11, 2013	Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

ONCOR ELECTRIC DELIVERY COMPANY LLC	LOGAN'S GAP WIND I, LLC
By: _____	By: _____
Name: _____ Print or type	Name: Greg Bull Print or type
Title: _____	Title: Vice President
Date: _____	Date: 11/22/13

Exhibit "A"

Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement

ARTICLE 1. DEFINITIONS

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

1.1 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.

1.2 "Commercial Operation" shall mean the date on which Generator declares that the construction of the Plant has been substantially completed, Trial Operation of the Plant has been completed, and the Plant is ready for dispatch.

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

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

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

1.6 "Facilities Study" shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

1.7 "Facilities Study Agreement" shall mean an agreement executed by the Parties relating to the performance of the Facilities Study.

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

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

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

1.11 "In-Service Date" shall be the date, as reflected in Exhibit "B", that the TIF will be ready to connect to the GIF.

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

1.13 "Point of Interconnection" shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit "C" of this Agreement.

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

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

1.16 "Reasonable Efforts" shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.191(d)(3)).

1.17 "System Protection Equipment" shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit "C".

1.18 "System Security Study" shall have the meaning as described in PUCT Rule 25.198(c) or its successor.

1.19 "TCOS" shall mean the TSP's transmission cost of service as allowed by the applicable Governmental Authority.

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

1.21 "Trial Operation" shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.

1.22 "TSP" shall mean the Transmission Service Provider.

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

ARTICLE 2. TERMINATION

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

A. the Generator may terminate this Agreement after giving the TSP thirty (30) days advance written notice; or

B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator's Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date reflected in Exhibit "B"; or

C. either Party may terminate this Agreement in accordance with Section 10.6.

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. In the event of termination by either Party, both Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of the Sections 2.2 and 2.3 shall survive termination of the Agreement.

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

ARTICLE 3. REGULATORY FILINGS

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

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request ERCOT and all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include any CCN required for the construction of the TIF.

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.1 Options. The Generator shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit "B" for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit "B". The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other contractors, other equipment suppliers, other material suppliers, additional contract personnel,

additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit "B". The Parties acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the Generator upon failure of the Parties to agree. In the process of negotiating the In-Service Date, Generator will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generator shall in no event be less than fifteen months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that the ERCOT refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in Exhibit "B", the TSP shall pay the Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generator, in the event the TIF are not completed by the In-Service Date, may include Generator's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generator shall be an amount equal to ½ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generator's actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the Generator shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP's estimate of the cost of the TIF under section 4.1.A and the TSP's estimate of the cost of the TIF under Section 4.1.B as reflected in Exhibit "C". Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to Generator if the Generator is not ready to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generator would have been able to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP's delay.

(v) If the In-Service Date has been designated by the Generator upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not met solely due to the TSP's failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents and quality of the TIF. To the extent the Generator acts as a subcontractor to the TSP, the following will apply: 1) The Generator shall engineer, procure equipment, and construct the TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, the Generator shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering,

equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generator shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generator for the reasonable and necessary costs incurred by the Generator to complete the TIF, not to exceed the amount specified in the subcontract. Such reimbursement shall be made within thirty days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

A. The TSP has completed the Facilities Study pursuant to the Facilities Study Agreement;

B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit "B"; and

C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B".

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

B. Necessary real property rights, if any, have been obtained;

C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B"; and

D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B".

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. If, at any time, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-

Service Date, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a new schedule for completion of the TIF.

ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties' interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIF to the TSP System.

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

5.3 TIF Construction. The TSP agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. For facilities not described in Exhibit "C", if either Party makes equipment changes to the Plant, the GIF, the TIF or the TSP System which it knows will affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific metering, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C".

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

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

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

E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of all metering, telemetry and communications equipment associated with the Point of Interconnection and both Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, the Control Area(s) in which the Plant and the TSP are located and the Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

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

G. Any changes to the meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other Party must be mutually agreed to by the Parties.

H. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct

such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements.

5.6 System Protection and Other Controls Requirements.

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

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

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

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

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Party of any testing of its System Protection Equipment allowing such other Party the opportunity to have representatives present during testing of its System Protection Equipment.

F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

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

6.2 Control Area Notification. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with the ERCOT Protocols.

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

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

6.5 Switching and Clearance.

A. Any switching or clearances needed on the TIF or the GIF will be done in accordance with ERCOT Requirements.

B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to the Plant shall be addressed in Exhibit "C".

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

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

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

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

ARTICLE 7. DATA REQUIREMENTS

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

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur prior to Trial Operation and shall include transmission system data necessary to allow the Generator to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generator. The initial data submission by the Generator, including manufacturer data, shall occur prior to the Trial Operation and shall include a completed copy of the following forms contained in the ERCOT's Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to the ERCOT for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data

submitted for stability models shall be compatible with the ERCOT standard models. If there is no compatible model, the Generator will work with an ERCOT designated consultant to develop and supply a standard model and associated data.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all "as-built" Plant data or "as-tested" performance data which differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generator shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than 30 days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by the ERCOT concerning these facilities.

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

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility. The Generator will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense. In addition, the Generator may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C", if any, in accordance with PUCT Rules.

8.2 TSP's Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Exhibit "E". Within five business days after the Plant

achieves Commercial Operation, the TSP shall return the deposit or security to the Generator. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Exhibit "B" or if the Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Exhibit "E", any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement and until released by the other Party the following minimum insurance coverages, with insurers authorized to do business in Texas:

A. Employers Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars ($1,000,000) each accident bodily injury by accident, One Million Dollars ($1,000,000) each employee bodily injury by disease, and One Million Dollars ($1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a

minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

E. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance polices shall name the other Party, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days advance written notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any

event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, each Party may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior long term debt is rated at investment grade, or better, by Standard & Poor's or Moody's Investor's Service. For any period of time that a Party's senior long term debt is unrated by Standard & Poor's and Moody's Investor's Service or is rated at less than investment grade by Standard & Poor's and Moody's Investor's Service, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to the TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or

purchase of any electric energy, transmission service or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Facilities Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Exhibit "D", any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified on Exhibit "D" attached to this Agreement. Either Party may change the notice information on Exhibit "D" by giving five business days written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars

of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.6 Default

A. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 30 days, the defaulting Party shall commence such cure within 30 days after notice and continuously and diligently complete such cure within 90 days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

B. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

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

facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not "public utilities" under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

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

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

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

10.11 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

10.12 Amendment. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generator's expense, when

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

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

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

10.17 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing

financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10.18 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that if the Generator (or any third-party, but only if such third-party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

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

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

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise

permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to the ERCOT. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subsection, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): _X_ Section 4.1.A. or ____ Section 4.1.B

If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) ____ good faith negotiations, or (2) ____ Designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: January 17, 2014

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: June 20, 2014

In - Service Date(s): April 17, 2015

Scheduled Trial Operation Date: April 18, 2015

Scheduled Commercial Operation Date: May 17, 2015

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": September 19, 2014

Date by which Generator will provide its proposed protection system device settings and other information to TSP in accordance with Attachment 3 to Exhibit "C": February 2, 2015

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", Section 12(e), to TSP: May 30, 2014

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit "C", Sections 12(c) or 12(d), for property for the TIF, so that TSP may maintain schedule to meet the In-Service Date: July 4, 2014

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Mercers Gap Switching Station will be constructed to a location acceptable to TSP and have caused any existing Generator or third party easements on such property to be terminated, as referenced in Exhibit "C": June 27, 2014

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator: August 1, 2014

Date by which Generator will provide to TSP the Latitude and Longitude of all wind turbine generating units: August 1, 2014

Date by which Generator will have in place the communication facilities specified in Exhibit "C", section 6(d): February 6, 2015

Date by which Generator will provide its planned conceptual design of the Reactive Power Facilities to TSP pursuant to Exhibit "C", section 12(m): February 16, 2015

Date by which Generator will make contact with TSP to select the tap position of Generator's main power transformer(s) pursuant to Exhibit "C", Section 12(p): March 16, 2015

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "B".

Exhibit "C"
Interconnection Details

1. Name: Logan's Gap Wind I, LLC

2. Point of Interconnection location: The Point of Interconnection is located in Comanche County, Texas, at the Mercers Gap Switching Station in TSP's Comanche – Zephyr (BEPC) – Brownwood Switch 138 kV Transmission Line. Specifically, the Point of Interconnection shall be defined as the points where Generator's jumpers, connected to Generator's 138 kV line connect to TSP's 138 kV conductor on Generator's dead end structure adjacent to the Mercer's Gap Switching Station. The Mercers Gap Switching Station will be located on the West side of FM 590 at the point where TSP's aforementioned transmission line crosses such road. The approximate Latitude and Longitude coordinates are: 31°49'5.70"N, 98°39'56.39"W. (See attached site map.)

3. Delivery Voltage: **138 kV**

4. Number and size of Generating Units:
123 ea. – 1.62 MW Turbines
199.26MW

5. Type of Generating Unit:
GE 1.62 MW wind turbines

6. Metering and Telemetry Equipment: Metering (voltage, location, losses adjustment due to metering location, and other), telemetry, and communications requirements shall be as follows:

   a. TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain **138 kV** metering accuracy potential and current transformers and associated metering and telemetry equipment (including an RTU) located in the TIF. A one-line diagram showing TSP's ERCOT-polled settlement ("EPS") metering location is attached to this Exhibit "C" as Attachment 1. TSP will connect its EPS primary meters to its RTU via a communication link. Primary EPS metering data may be made available to Generator via a Generator-owned communication link connected to TSP's RTU, using TSP's available RTU protocol. Such data, if provided to Generator, will be for Generator's informational purposes only. Generator shall not rely on such data, as the primary source, for the metering data addressed in item 6b. below, or for any other scheduling or operational purposes. TSP makes no guarantee of the quality or availability of such data. The provisions of Exhibit "A", Section 5.5G., shall not apply to TSP's RTU.

   b. Generator shall, in accordance with Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the necessary metering potential and current

transformers and associated metering and telemetry equipment in the GIF and/or Plant to satisfy the ERCOT Requirements for the provision of metering data by Generator's "Qualified Scheduling Entity".

c. Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the metering and telemetry equipment (including an RTU or other equipment acceptable to TSP) to supply all electrical parameters of the Plant and GIF, as specified in the SCADA Table in Attachment 2 to this Exhibit "C", to TSP at a location designated by TSP.

d. Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Generator's Plant with the transmission system. Generator will directly make arrangements to procure and will bear the procurement, installation and ongoing costs of items (i) and (ii) below and will bear the procurement and installation costs of item (iii) below. TSP will bear the ongoing costs of item (iii) below. The communications facilities will include:

(i) one private line voice circuit (an off-premise extension of TSP's PBX) in the Control Center referenced in Section 12(b) below, as shown on Exhibit D. The telephone handset for this voice line will be located in the Control Center such that personnel responsible for controlling voltage of the Plant will have continuous, ready access to the handset to receive calls from the TSP's control center.

(ii) One four-wire Bell Standard Type 420, or equivalent data circuit installed from a DNP 3.0 or VanCom/Alert protocol communication port in Generator's RTU (or other equipment acceptable to TSP) to a location designated by TSP.

(iii) one dedicated telephone demarcation, acceptable to TSP, for TSP's use at the Mercers Gap Switching Station. The exact location of such telephone demarcation shall be designated by TSP and shall include, but not be limited to, two (2) private line voice circuits and one (1) four-wire Bell Standard Type 420, or equivalent, data circuit.

e. Prior to the In-Service Date, acceptance tests will be performed by TSP and Generator to ensure the proper functioning of all metering, telemetry, and communications equipment, and to verify the accuracy of data being received by TSP.

f. Following the Commercial Operation date, each Party shall test its metering, telemetry, and communications equipment in accordance with ERCOT Requirements and Good Utility Practice. Each Party shall give the other Party reasonable advance notice of such testing. Each Party shall have the right to observe testing performed by the other Party.

g. Any changes to Generator's metering, telemetry, and communication equipment, including meters, voltage transformers, current transformers, and associated RTU, panels, hardware, conduit and cable, that will affect the data being received by TSP hereunder must be mutually agreed to by the Parties.

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

7. Generator Interconnection Facilities: The GIF shall include the following facilities. (See the attached one-line diagram)

Generator Transmission Line

A 138 kV transmission line from the Point of Interconnection to the Generator's substation, approximately 1.5 miles in length.

Generator Switchyard Facilities

(Lot) Circuit breakers, 138 kV with two sets of 3000/5, C800 CT's with a TRF = 2.0 for line current differential relaying
(Lot) Switches, air break, 138 kV, gang operated, 3 phase, with provisions for TSP pad lock
(Lot) CCVT or PT, 138 kV, dual secondary windings as required for Generator's metering and relaying
(Lot) Surge Arresters, 138 kV
(Lot) Protective relaying equipment necessary to interface with TSP relaying equipment for protection of the 138 kV tap line, and related breaker failure protection schemes
(1 ea.) Supervisory equipment, SCADA RTU
(Lot) Control / Relaying Panel
(Lot) Fault Recording Equipment (as required by ERCOT)
(Lot) Metering, Telemetry, and Communications Equipment
(Lot) Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the GIF

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

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

8. Transmission Service Provider Interconnection Facilities: The TIF shall include the following facilities. (See the attached one-line diagram)

Transmission Line – 138 kV span from TSP's Mercers Gap Switching Station to Generator's dead-end structure located adjacent to TSP's Mercers Gap Switching Station.

Mercers Gap Switching Station Facilities

(3 ea.) Circuit breaker, 138 kV, 3200 amperes, 40 kA
(10 ea.) Switch, air break, 138 kV, 3200 amperes, gang operated, 3 phase
(3 ea.) Metering Current Transformers, 138 kV
(3 ea.) Metering Potential Transformers 138 kV, dual secondary windings for metering and relaying
(6 ea.) CCVT's, 138 kV, dual secondary windings for relaying, and with carrier coupling
(2 ea.) Line trap, 138 kV, 3000 amperes
(2 ea.) Line tuner
(9 ea.) Surge arresters, 138 kV
(1 lot) All galvanized steel structures, including deadends, switch stands, metering structures, surge arrester supports, CCVT supports, line trap supports, static mast, and bus supports necessary for construction and operation of the TSP switchyard facilities
(1 ea.) Supervisory equipment, SCADA RTU
(1 ea.) Digital Fault Recorder
(1 ea.) Control house w/2-125 VDC battery sets and associated indoor accessories
(1 lot) Emergency switchyard generator and associated propane storage facilities
(1 lot) Associated buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the TSP switchyard facilities
(1 ea.) Directional comparison blocking (DCB) ring bus relay panel for the Comanche line terminal
(1 ea.) DCB ring bus relay panel for the Brownwood line terminal
(2 ea.) Transfer trip transmitter and receiver relay panels
(1 ea.) Line Current Differential (LCD) ring bus relay panel for the Generator's line terminal

(1 ea.) Metering panel with totalizing equipment
(1 ea.) Carrier tester, DC Alarms and communications panel

All Weather Road – TSP will construct and maintain an all-weather road for TSP's ingress and egress to and from the TIF site. ("All Weather Road")

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

9. Communications Facilities: See Item 6 above.

10. System Protection Equipment: See Section 5.6 of Exhibit "A" and Attachment 3 to this Exhibit "C".

11. Inputs to Telemetry Equipment: See Attachment 2 to this Exhibit "C".

12. Supplemental Terms and Conditions:

a. For additional supplemental terms and conditions, see Attachments 1, 2, 3, and 4 to this Exhibit "C".

b. Generator Control Center - Generator will establish a control center that shall be staffed 24 hours per day, 7 days per week, by personnel capable of making operating decisions and possessing the ability and authority to directly control voltage at the Plant, including the control of all devices at the Plant (such as generators, reactors and capacitors) associated with controlling such voltage ("Generator Control Center"). In the event that the Generator Control Center is not located at the Plant, the voltage control described in the preceding sentence will be accomplished directly by Generator Control Center personnel via a supervisory control and data acquisition (SCADA) system directly asserting control over all voltage control equipment at the Plant. Prior to TSP completing the TIF and placing such facilities in service, the Parties will revise Exhibit D to incorporate any missing telephone numbers for the Generator in Section (a).

c. If Generator Owns Land - If Generator will own the land in fee upon which TSP will construct the TIF, or portion thereof, Generator will provide to TSP, at no cost to TSP, a deed or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights as are needed for the TIF and TSP's use of the All Weather Road on any land owned in fee by Generator. Generator will provide such deed or easement(s) to TSP by the date(s) specified in Exhibit "B".

d. If Generator Does Not Own Land –The following provisions will apply if the Generator does not own the land in fee upon which the TSP will construct the TIF or upon which the All Weather Road will be constructed.

i. If Generator will not own the land in fee upon which TSP will construct the TIF or upon which the All Weather Road will be constructed but has obtained

certain land rights from the fee owner of such land, Generator will (i) enter into good faith negotiations with the fee owner of such land to assist TSP in obtaining, at no cost to TSP, either a deed or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights needed for the TIF and TSP's use of an All Weather Road constructed on such land, by the date(s) specified in Exhibit "B" and (ii) cooperate with TSP and the fee owner of such land in the development of legal documentation, satisfactory to TSP, which specifies that the land rights to be granted to TSP by the fee owner of such land will control in the event of conflict between such land rights and the aforementioned land rights held by Generator.

ii. TSP's completion of the TIF by the date specified in Exhibit "B" is contingent upon the land owner(s) granting to TSP either a deed or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights needed for the TIF and TSP's use of an All Weather Road constructed on such land by the date specified in Exhibit "B".

e. Names and Device Numbers – Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) unique name(s) for the Generator's substations, unit main transformers, and switching station(s) connected at transmission voltage), ii) device numbers for all transmission voltage level switches and breakers which will be owned by Generator, and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, its proposed name(s) as referenced in this paragraph, to the TSP by the date specified in Exhibit B. Generator will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers mutually agreed upon pursuant to this paragraph. Generator will not change any of the names or device numbers, established pursuant to this paragraph, without written approval of TSP. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

f. Encroachments – If Generator desires to conduct any of the following activities within any portion of TSP's right of way associated with TSP's transmission or distribution lines: i) construct transmission lines, distribution lines, communication facilities, roads, water lines, sewer lines, gas pipelines, or any other facilities, ii) store any equipment or materials, or iii) change the grade, elevation, or contour of the land, Generator must submit its request to TSP using a form of request acceptable to TSP and obtain written authorization from TSP for such encroachment prior to Generator installing such facilities or conducting such activities. **TSP RESERVES THE RIGHT TO DELAY THE ENERGIZATION OF THE POINT OF INTERCONNECTION UNTIL GENERATOR OBTAINS ALL REQUIRED WRITTEN AUTHORIZATIONS FROM TSP FOR SUCH ENCROACHMENTS, IF ANY.** The Generator will be responsible for the cost of all modifications needed

on facilities owned by TSP which are the result of such encroachment. The provision of overall site plans by Generator shall not relieve Generator from the obligation to submit all encroachment requests in accordance with this subsection (f).

g. Site Plan - Generator will provide to TSP, by the date specified in Exhibit B, a site plan in sufficient detail to reflect the proposed routes and locations of Generator's generating units, transmission lines, distribution lines, substations, transformers, and roads.

h. Location of Wind Turbines – Generator will provide to TSP, by the date specified in Exhibit "B", the Latitude and Longitude of each wind turbine generating unit to enable the identification of the PUCT certificated service area for each wind turbine generating unit.

i. Federal Income Tax – To the extent that a payment made by Generator to TSP pursuant to Sections 2.2 and 8.3 of Exhibit "A" is taxable income for federal income tax purposes, as determined by TSP, such payment shall be increased by an adder, as determined by TSP in accordance with its normal practices, to cover the effects of Generator's payment on TSP's tax liability.

j. Voltage Support Service – Generator will install the necessary facilities to comply with the reactive power capability in accordance with ERCOT Requirements ("Reactive Power Facilities"). Generator will provide its planned conceptual design of the Reactive Power Facilities to TSP by the date specified in Exhibit "B". After Generator completes the design of the Reactive Power Facilities, the Parties will amend this Agreement to incorporate a description of the Reactive Power Facilities in this Agreement. Generator will complete the installation of the Reactive Power Facilities no later than the In – Service Date for TSP facilities, as specified in Exhibit "B". Notwithstanding TSP's obligations in the remainder of this Agreement, TSP shall have no obligation to establish an electrical interconnection with the GIF until Generator completes the installation of the Reactive Power Facilities.

k. Switching Procedures – To address the safety of field operations personnel of both Parties, the Parties will conduct the switching of transmission voltage devices owned by the TSP at the Point of Interconnection and all transmission voltage devices owned by Generator in accordance with TSP's procedures. TSP will provide a copy of such procedures to Generator upon request.

l. Facility Connection Requirements – Generator will construct its facilities in accordance with the version of Oncor Standard 500-253 that is in effect at the time the Generator gives its notice to proceed with design and procurement, as referenced in Exhibit "B".

m. Tap Position – In accordance with ERCOT Requirements, Generator will work with TSP to select the tap position on Generator's main power transformer(s). Generator will initiate contact with TSP to select such tap position no later than the date specified in Exhibit "B". Notwithstanding TSP's obligations in the remainder of this Agreement, TSP shall have no obligation to establish an electrical interconnection with the GIF until Generator and TSP have selected the tap position.

n. Relocation of Facilities - Unless otherwise agreed to in writing by TSP, Generator will (i) remove or relocate any existing Generator or third party underground and aboveground facilities from the property where the Mercers Gap Switching Station will be constructed to a location acceptable to TSP and (ii) cause any existing Generator or third party easements on such property to be terminated by the date specified in Exhibit "B".

o. Additional Studies – If it is necessary for TSP to perform any additional generation interconnection studies associated with the Plant in accordance with ERCOT Requirements, the Parties will enter into an agreement to perform those studies and Generator shall pay TSP for the studies pursuant to that agreement.

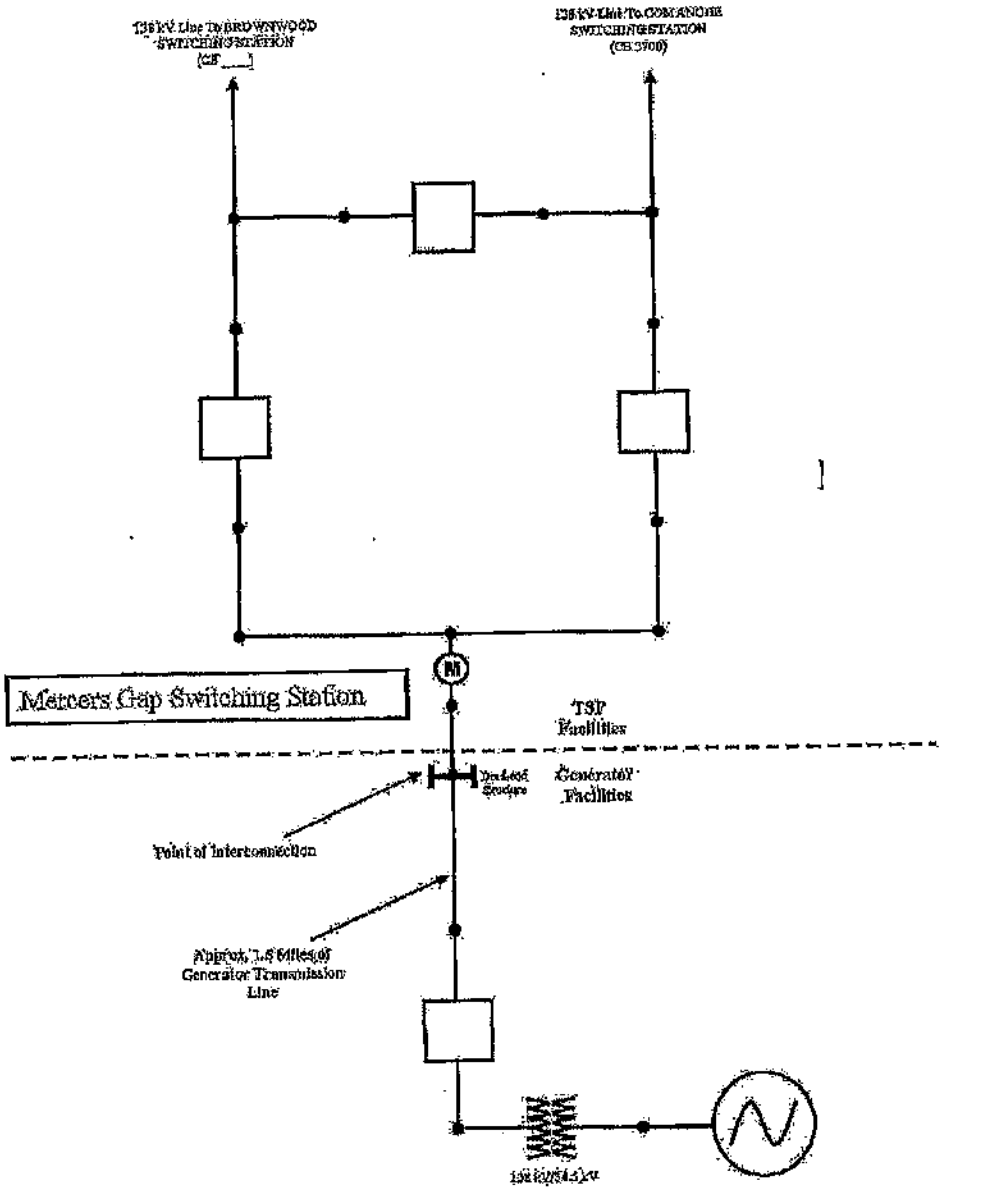
13. Special Operating Conditions:

A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Special Protection System might be implemented to allow the Plant to generate power at levels higher than would otherwise be permitted by ERCOT. The terms "Remedial Action Plan" and "Special Protection System" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generator. In the event that ERCOT determines that such an arrangement is permitted, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Special Protection System may be permitted.

14. The difference between the estimated cost of the TIF under 4.1.A ($_____) and the estimated cost of the TIF under 4.1.B ($_____) is: _____, if applicable.

Attachment 1 to Exhibit "C"

ONE LINE DIAGRAM
MERCERS GAP 138 KV SWITCHING STATION



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

Attachment 2 to Exhibit "C"

SCADA TABLE
INFORMATION REQUIRED BY TSP FROM GENERATOR

GIF DEVICE/BUS	DATA REQUIRED
Each 138 kV Breaker	Status indication, three phase megawatts, and three phase megavars (Dry type breaker "A" contacts required for indication and 0 - 1 milliamp analog signal required for megawatt and megavar information)
Each 138 kV Bus	A, B and C Phase voltages (0 – 1 milliamp analog signal required for voltage information)

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

Attachment 3 to Exhibit "C"

SYSTEM PROTECTION REQUIREMENTS

In addition to the provisions of Sections 5.6 and 6.1 of this Agreement, the following provisions shall apply with respect to system protection issues. To the extent there is a conflict between Sections 5.6 or 6.1 of this Agreement and this Attachment 3 to Exhibit "C", the provisions of this Attachment 3 to Exhibit "C" shall apply.

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

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

Generator will provide to the TSP its proposed system protection design, device settings, and other information, as referenced below ("Generator System Protection Components") for review by TSP, by the date specified on Exhibit "B". Generator shall not modify its Generator System Protection Components, at any time during the term of this Agreement, without first submitting such planned modifications to TSP for review. Such review by TSP will be for the limited purpose of determining if Generator's System Protection Equipment is compatible with TSP's System Protection Equipment. The Generator System Protection Components submitted by Generator shall include, but shall not necessarily be limited to:

1) Design components: scheme types, one line diagram, relay functional, type of protective relays and associated communication equipment, and trip circuit diagrams for the interconnection breakers.

2) Device settings and other information: device settings, CT and VT/CCVT information, transformer connection configuration, transformer tap position(s) and associated positive and zero sequence impedances, transmission line positive and zero sequence impedances, and generator impedances, including the saturated sub-transient impedance, when appropriate.

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

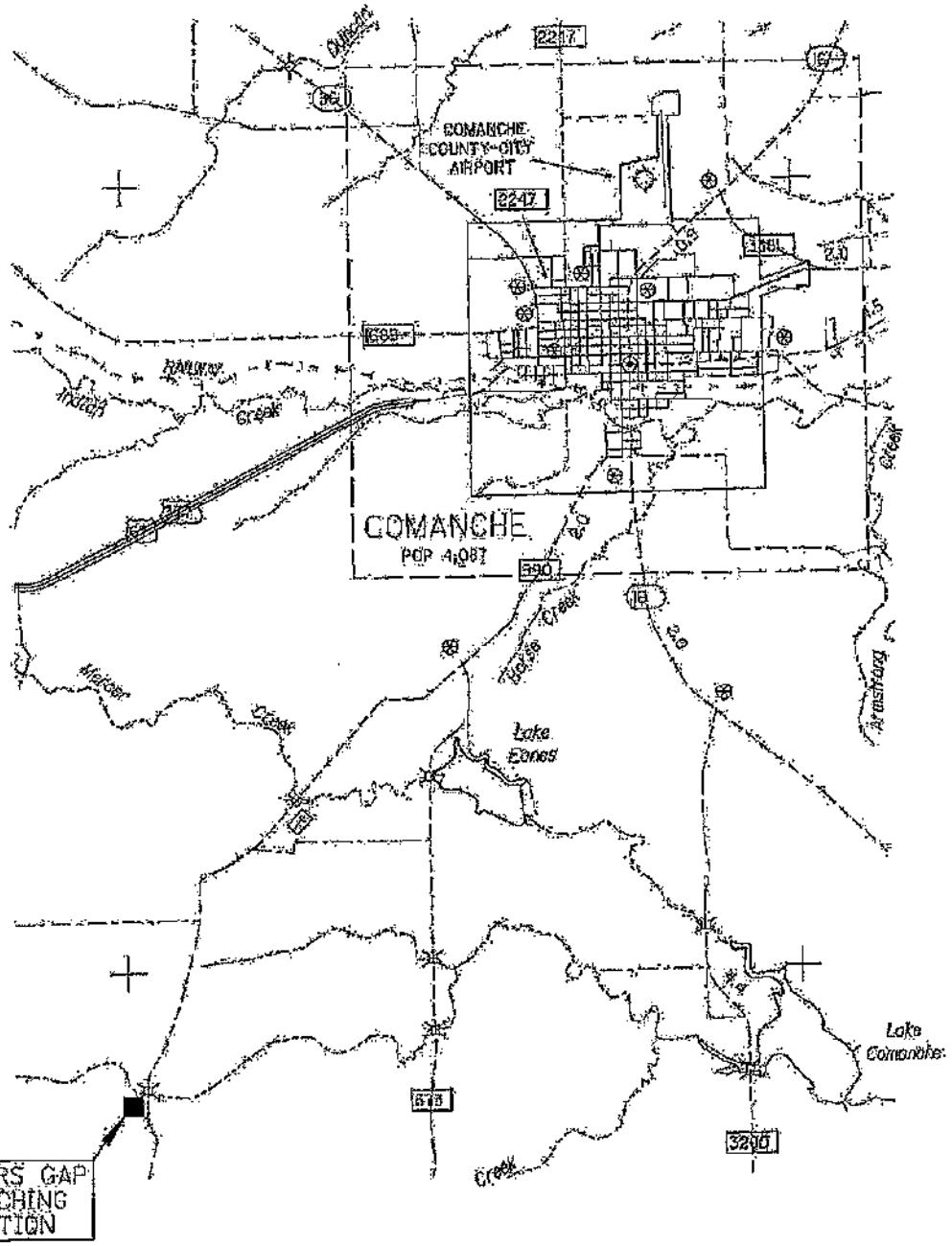
Generator's voltage relays shall be set to remain interconnected to the TSP System during three phase faults on the TSP System for the time periods specified in the ERCOT Requirements. At the time of execution of this Agreement, such requirements are specified in section 2.9.1 of the ERCOT Nodal Operating Guides, Figure 1.

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

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

Attachment 4 to Exhibit "C"

SITE MAP



FROM US 67 AT COMANCHE, GO SOUTH ON HWY. 16 APPROXIMATELY 0.7 MILES, TURN RIGHT ON FM 590 AND TRAVEL APPROXIMATELY 6.4 MILES TO SITE.

MERCERS GAP SWITCHING STATION
VICINITY MAP
COMANCHE COUNTY, TEXAS

89903-7050

Exhibit "D"

Notice and Electronic Funds Transfer Information of the ERCOT Standard Generation Interconnection Agreement

(a) Dispatch Center Communications:

If to Transmission Service Provider:	If to Generator (see the provisions of Exhibit C, section 12(b):
Fax number at TSP control center: (214) 273-6884	Fax number at Generator Control Center: [to be provided at a later date]
24/7 Telephone at TSP control center: (214) 743-6897	Off Premise Exchange Number for Generator Control Center: [to be provided at a later date]
	Other Generator Control Center 24/7 Number: [to be provided at a later date]

(b) Notices of an administrative nature:

If to Transmission Service Provider:	If to Generator:
Oncor Electric Delivery Company LLC Attn: Jeff Herring 2233 B Mountain Creek Parkway Dallas, Texas 75211-6711 Fax: (972) 263-6710 Phone: 214-743-6812 E-mail: jherring@oncor.com	Logan's Gap Wind I, LLC Attn: Greg Buis 1802 Lavaca St. Austin, TX 78701 Fax: (512) 852-4452 Phone: (512) 517-8199 E-mail: greg.buis@pioneergreen.com

(c) Notice for statement and billing purposes:

If to: Transmission Service Provider	If to Generator:
Oncor Electric Delivery Company LLC Attn: Jeff Herring 2233 B Mountain Creek Parkway Dallas, Texas 75211-6711 Phone: 214-743-6812 E-mail: jherring@oncor.com	Logan's Gap Wind I, LLC Attn: Greg Buis 1802 Lavaca St. Austin, TX 78701 Phone: (512) 517-8199 E-mail: greg.buis@pioneergreen.com

(d) Information concerning Electronic Funds Transfers:

If to: Transmission Service Provider	If to Generator:
JPMorgan Chase Bank Houston, Texas ABA No. 021000021 For credit to: Oncor Electric Delivery Company LLC Account No.08806169791	BancFirst 101 North Broadway Oklahoma City, OK ABA No. 103003632 For credit to: Lavaca Wind, LLC Account No. 4005126936

Exhibit "E"
Security Arrangement Details

Effective on or before **January 17, 2014**, Generator shall cause to be established (the date of such establishment shall be the "Effective Date"), and shall at all times through the earlier of (i) five (5) business days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect security for the benefit of TSP in the amount as shown below. Such security shall be in the form of (i) a corporate guaranty in the form of guaranty as attached hereto as Schedule 1 ("Guaranty") executed by an entity acceptable to TSP, which approval shall not be unreasonably withheld ("Guarantor"), or (ii) an "Irrevocable Standby Letter of Credit" for the benefit of TSP in a commercially acceptable form consistent with this Exhibit E and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Guarantor, as defined herein, shall include subsequent guarantors in the event that TSP approves an assignment, transfer or replacement of the Guaranty. "Irrevocable Standby Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least "A-" by Standard & Poor's or "A3" by Moody's Investor Service ("Bank"). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom TSP certifies has succeeded to TSP's right, title and interest in and to this Agreement. Should TSP transfer such Irrevocable Standby Letter of Credit as stated above, Generator shall reimburse TSP for any costs it incurs from the Bank associated with such transfers.

In the event that the credit rating for the Guarantor falls to a rating below BBB- for Standard & Poor's or to a rating below Baa3 for Moody's Investor Service, Generator shall, within thirty (30) days after such decline in Guarantor's credit rating, cause to be established and maintained at all times an Irrevocable Standby Letter of Credit for the security required under this Agreement.

If at any time during the term of this Agreement, the Bank suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Generator shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another TSP-approved bank of Generator's choice within fifteen (15) business days of the date of such event. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a "Term"), the first of which shall be effective on or before the Effective Date and the last of which shall expire on the Final Expiration Date; provided, that, the Irrevocable Standby Letter

of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the Effective Date through the Final Expiration Date.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to TSP and Generator in writing by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an "Expiring Term") not less than ninety (90) days prior to the expiration date of any Expiring Term. Generator hereby agrees that in the event that the Bank gives such notice and Generator does not provide TSP with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit at least forty-five (45) days prior to the expiration date of any Expiring Term, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

In the event that an Irrevocable Standby Letter of Credit is set to expire on a date prior to the Final Expiration Date and Generator has not provided to TSP a substitute Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Generator.

The security shall be provided in the amounts, and upon the dates, as shown below:

January 17, 2014	$ 2,701,271
June 20, 2014	$ 5,701,382 (aggregate amount)

Schedule 1

Form of Guaranty

GUARANTY

THIS GUARANTY ("Guaranty") is executed as of the __ day of _____, 201_ between _____, a _____ (the "Guarantor") and Oncor Electric Delivery Company LLC, a Delaware limited liability company (the "Counterparty").

RECITAL

_____, a _____ (the "Company"), and the Counterparty have entered into the ERCOT Standard Generation Interconnection Agreement, dated as of _____ __, 20__ and as may be amended from time to time, (the "Agreement"). As an inducement to the Counterparty to enter into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor covenants and agrees as follows:

1. Guaranty of Payment. The Guarantor hereby irrevocably and unconditionally guarantees the due punctual and full payment of any and all obligations of the Company to the Counterparty now or hereafter due pursuant to the Agreement (the "Guaranteed Obligations"). Upon any failure by the Company to pay any of the Guaranteed Obligations, the Guarantor agrees that it will forthwith on demand pay any amounts which the Company has failed to pay the Counterparty, at the place and in the manner described in the Agreement. This Guaranty is a guaranty of payment and not merely a guaranty of collection. The Guarantor agrees that the Counterparty may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not the Counterparty shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations. Guarantor reserves the right to assert defenses which the Company may have for payment of any Guaranteed Obligations other than defenses arising from the bankruptcy, insolvency or similar proceeding of the Company and other defenses expressly waived hereby.

2. Guaranty Unconditional and Absolute. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver, discharge or release in respect of any Guaranteed Obligations of the Company;

(ii) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(iii) any modification, amendment, waiver, extension of or supplement to the Agreement or any

of the Guaranteed Obligation agreed to from time to time by the Company and the Counterparty;

(iv) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Company or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets, the Guarantor or any other guarantor of any of the Guaranteed Obligations;

(v) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Company, the Counterparty or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim if such claim, set off or other right arose in connection with the Guaranteed Obligations.

3. Term: Reinstatement in Certain Circumstances. This Guaranty shall remain in full force and effect until the earlier of (i) forty-five (45) days after expiration or termination of the Agreement, or (ii) five (5) days after the Plant (as defined in the Agreement) achieves commercial operation. Such termination shall not release Guarantor from liability for any Guaranteed Obligations arising prior to the effective date of the termination of this Guaranty. If at any time any payment of any of the Guaranteed Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Company, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made.

4. Waiver by the Guarantor. The Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, and any requirement that at any time any person exhaust any right to take any action against the Company or its assets or any other guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of the Counterparty against the Company with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been paid in full.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by the Company under the Agreement is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Counterparty.

7. Assignment: Successors and Assigns. The Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and the Counterparty and its successors and assigns. Guarantor may not assign its rights and obligations hereunder without the prior written consent of the Counterparty, and any such purported assignment without such written consent will be void.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Counterparty. No failure or delay on the part of Counterparty to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Counterparty of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

10. Limitation. Notwithstanding anything in this Guaranty to the contrary, Guarantor's liability under this Guaranty and the Counterparty's right of recovery under the same shall be limited to an aggregate amount of _____ Dollars ($_____). Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made under the Agreement (even if such payments are deemed to be damages); and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Agreement to be due from Company. In the event Counterparty engages in litigation to enforce this Guaranty, Guarantor agrees to pay, in addition to any amounts of Company which Guarantor has otherwise guaranteed to pay hereunder, any and all costs and expenses incurred by Counterparty (including reasonable attorney's fees) in enforcing this Guaranty provided Counterparty is the prevailing party in such litigation.

11. Representations and Warranties.

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(B) The execution, delivery and performance of the Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to

bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

12. Notices. All notices or communications to the other party may be faxed and shall be followed in writing by registered or certified mail or overnight delivery service to:

To Guarantor:

_____
_____
_____

with a copy to:

_____
Attn: _____
_____
_____
Fax: (___) _____

_____
Attn: _____
_____
_____
Fax: (___) _____

To Counterparty:

Oncor Electric Delivery Company
Attention: Jeffrey B. Herring
Transmission Services
2233B Mountain Creek Parkway
Dallas, Texas 75211

or such other address as each party shall from time to time specify.

13. GOVERNING LAW AND JURISDICTION. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE.

14. Third Party Beneficiaries. This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the Counterparty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

_____

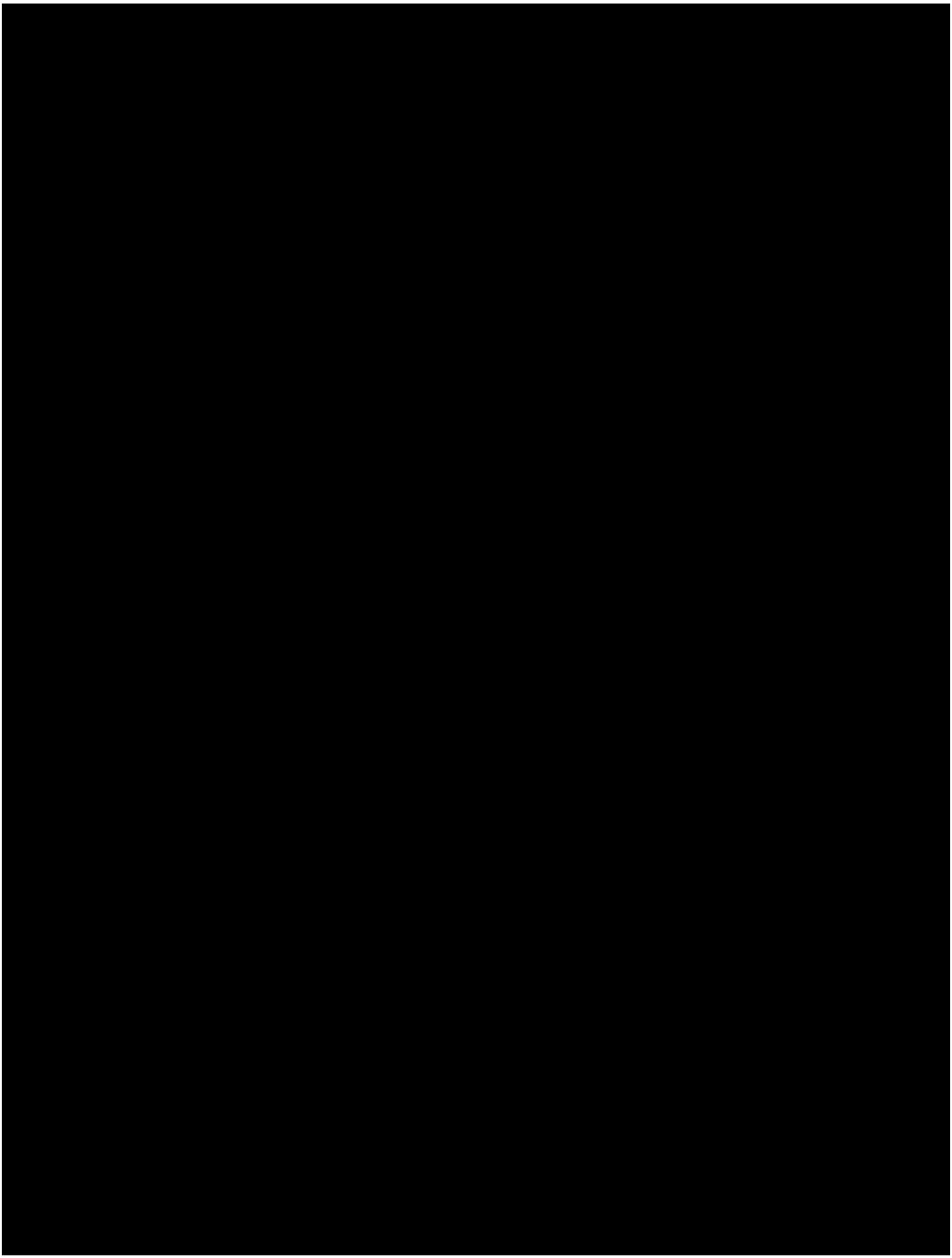
By: _____

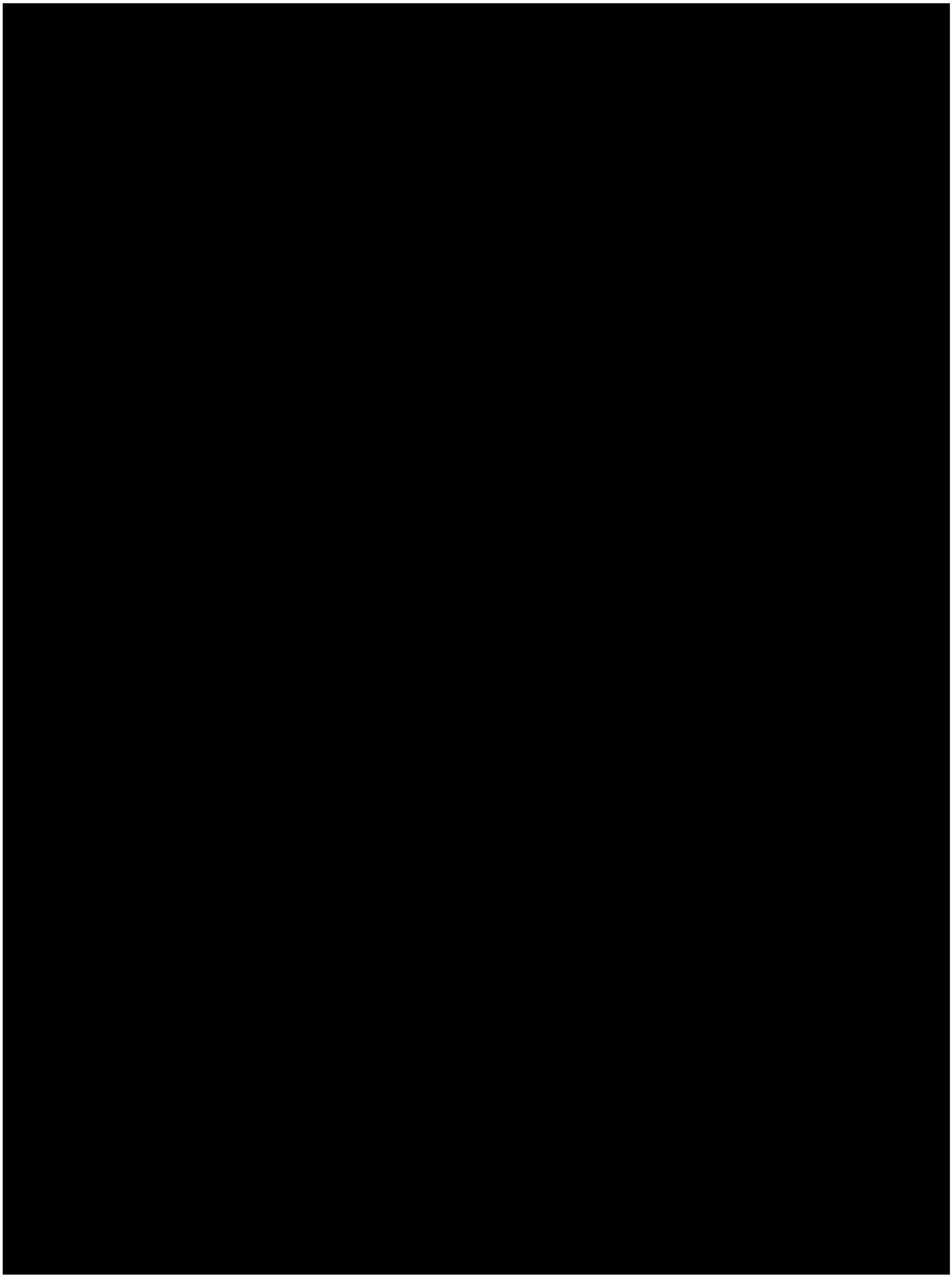
Name: _____

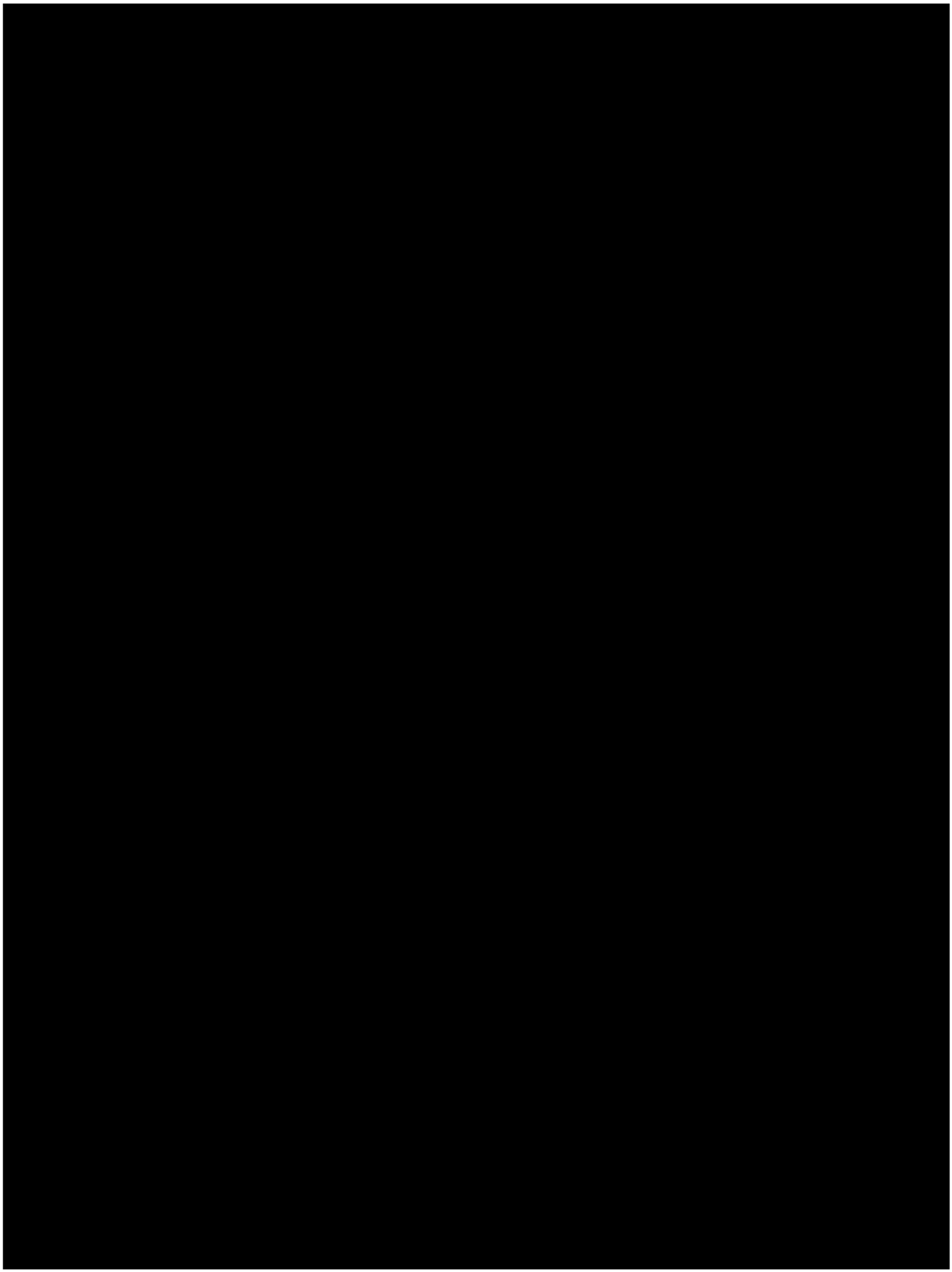
Title: _____

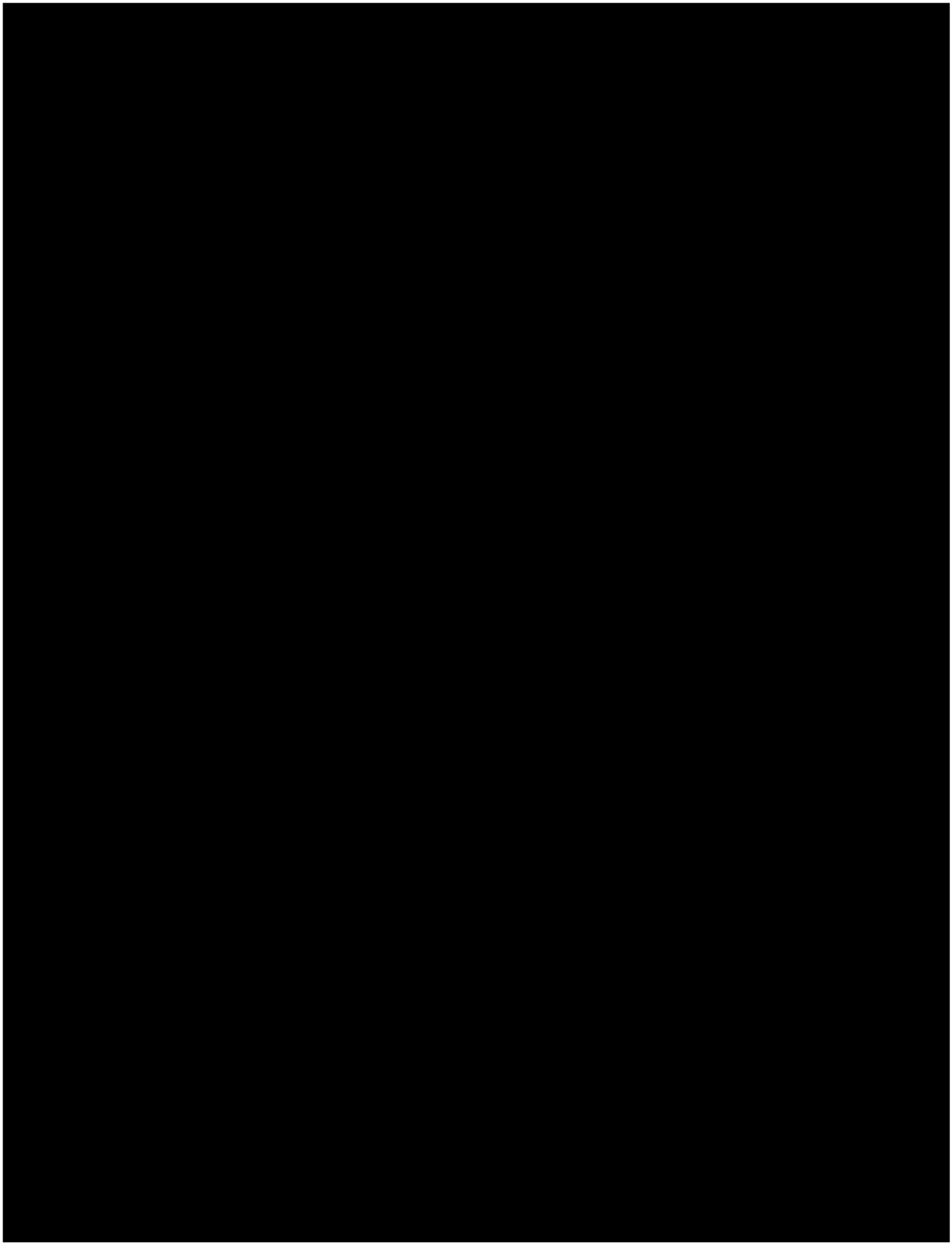
[redacted]

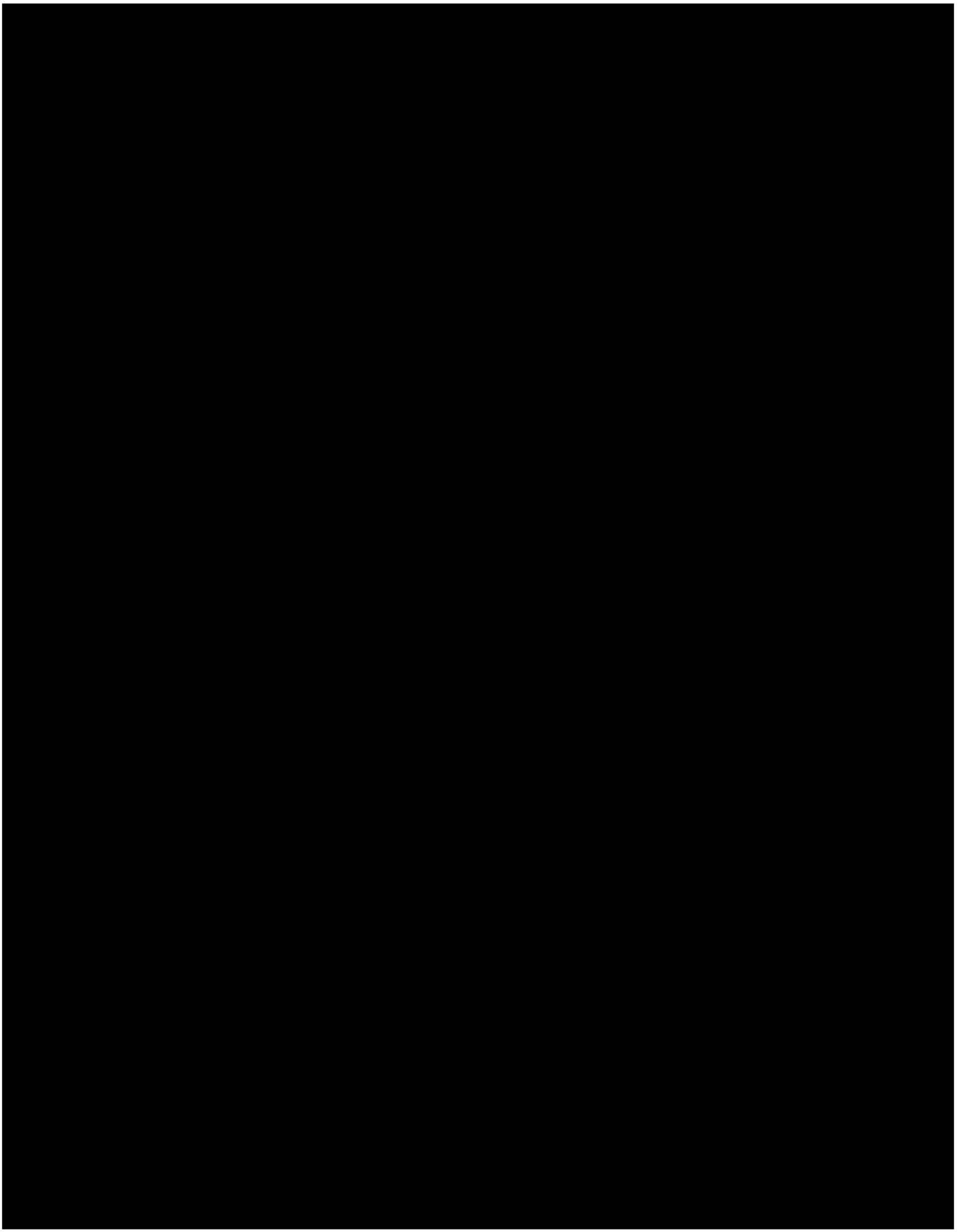
[redacted]

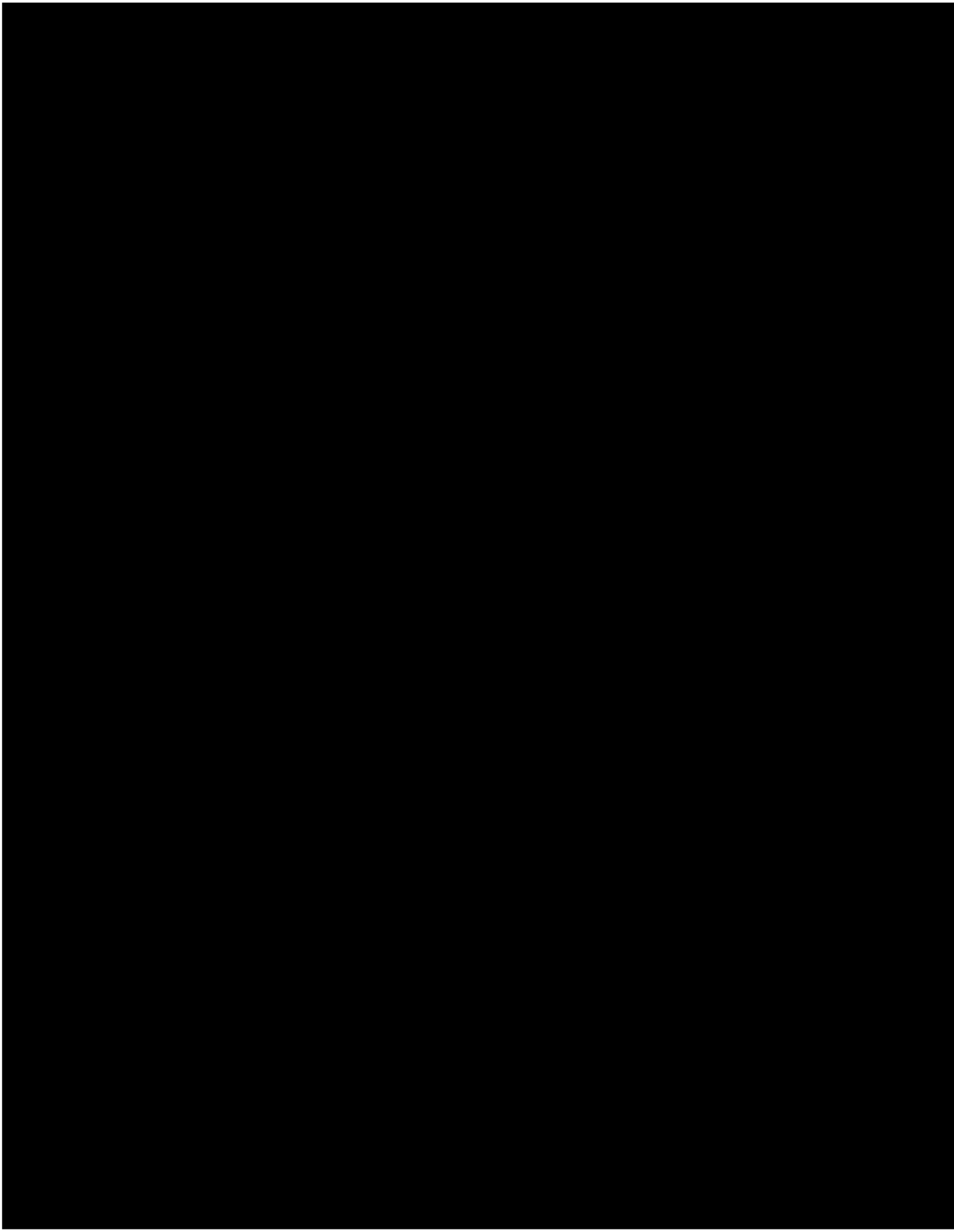


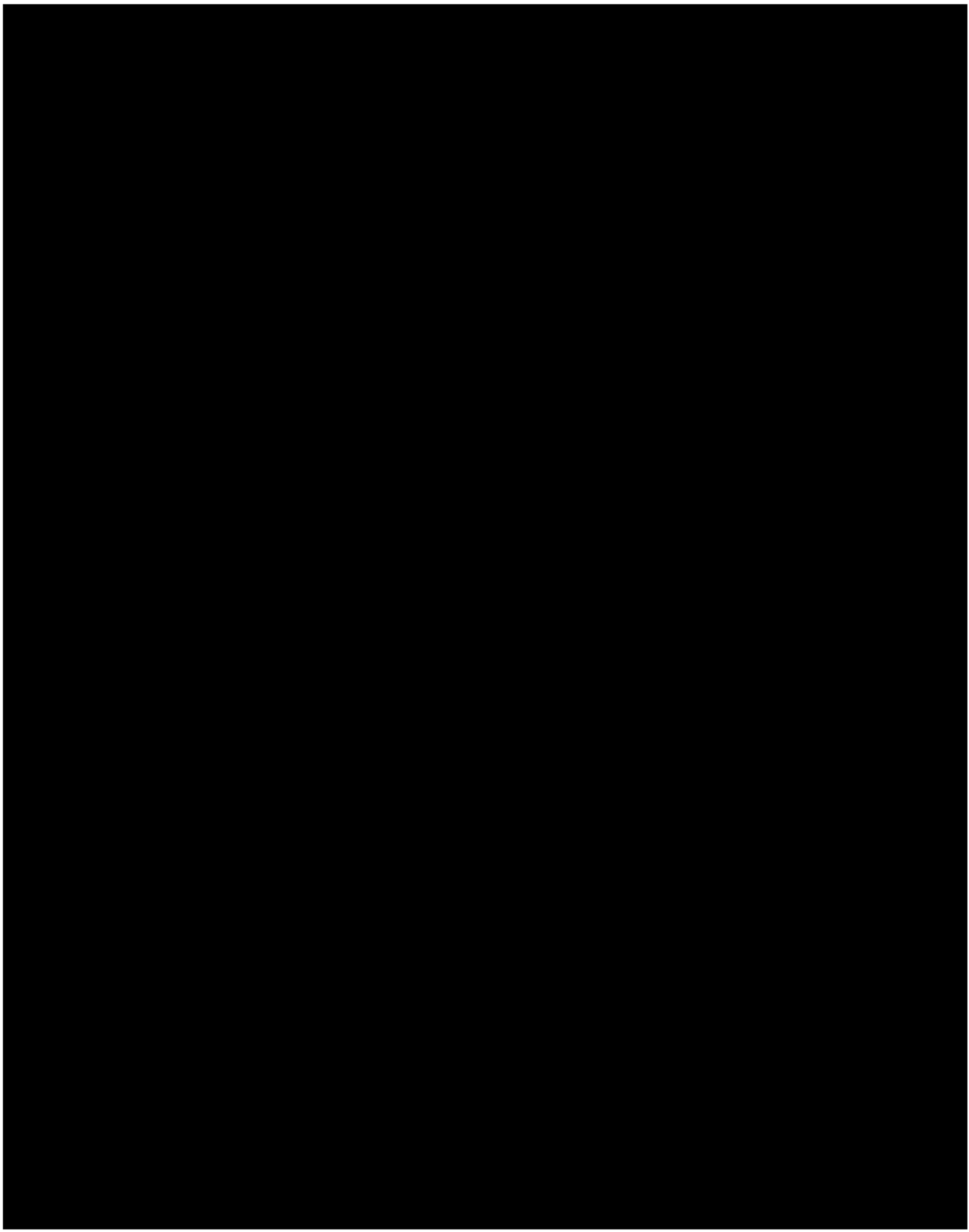


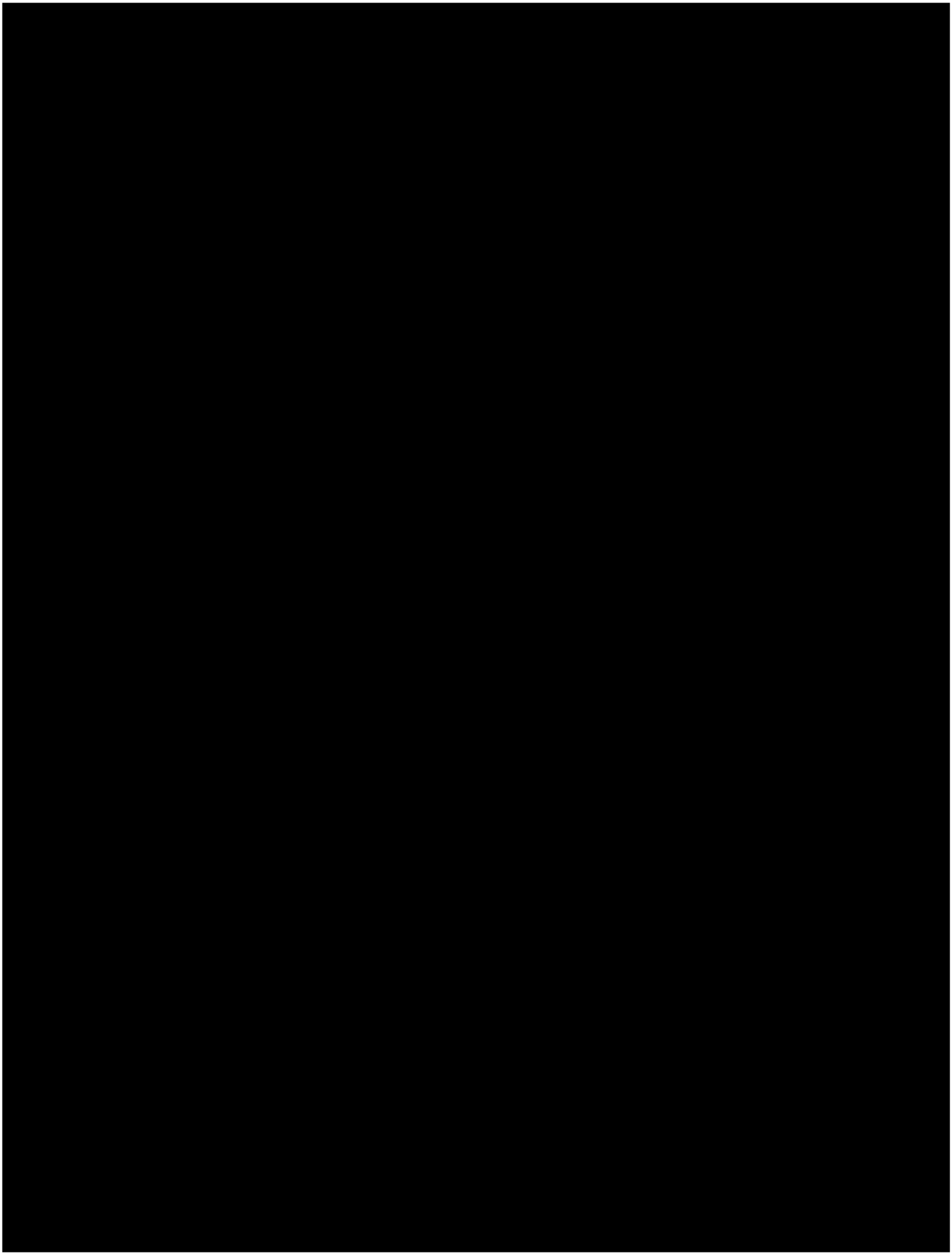


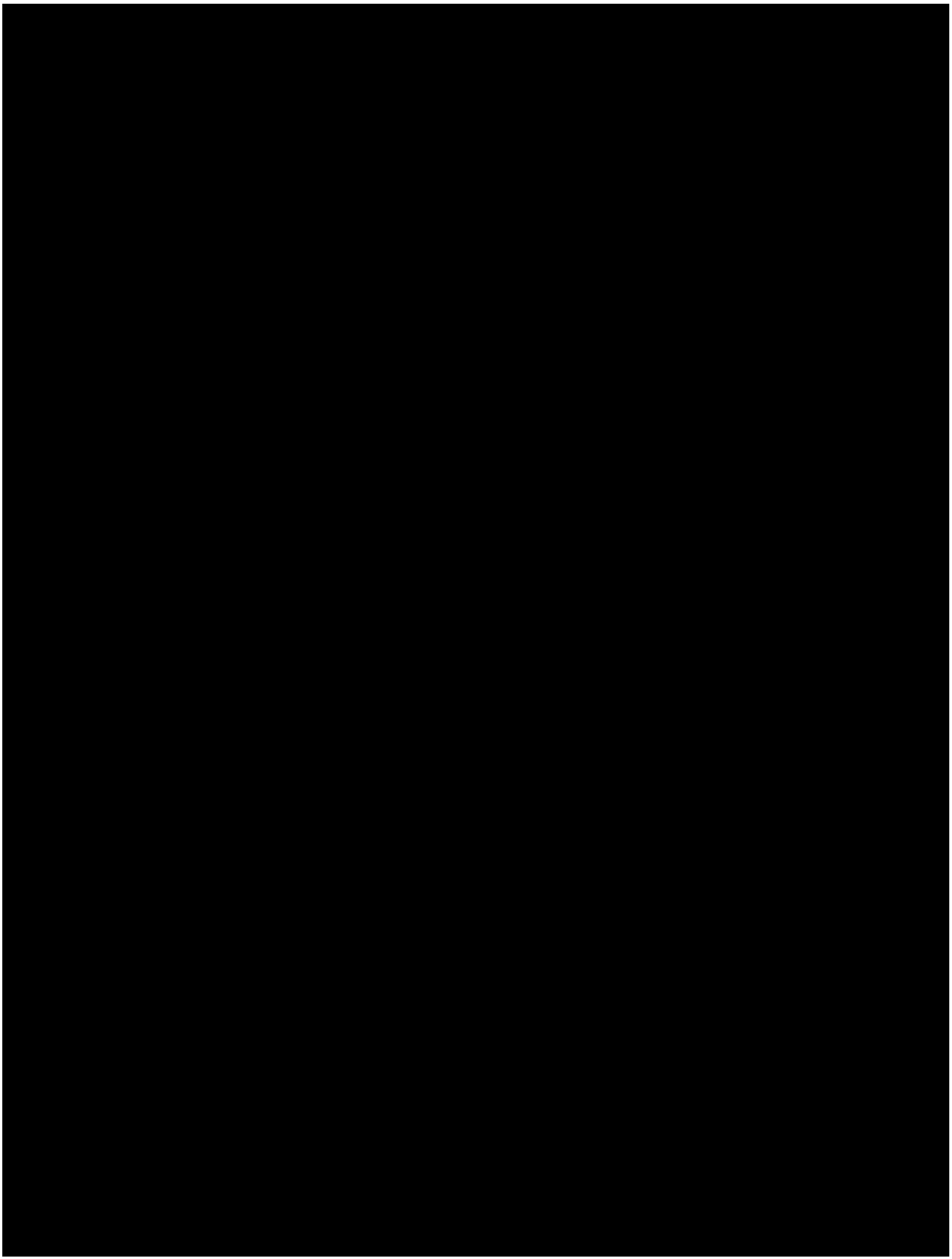


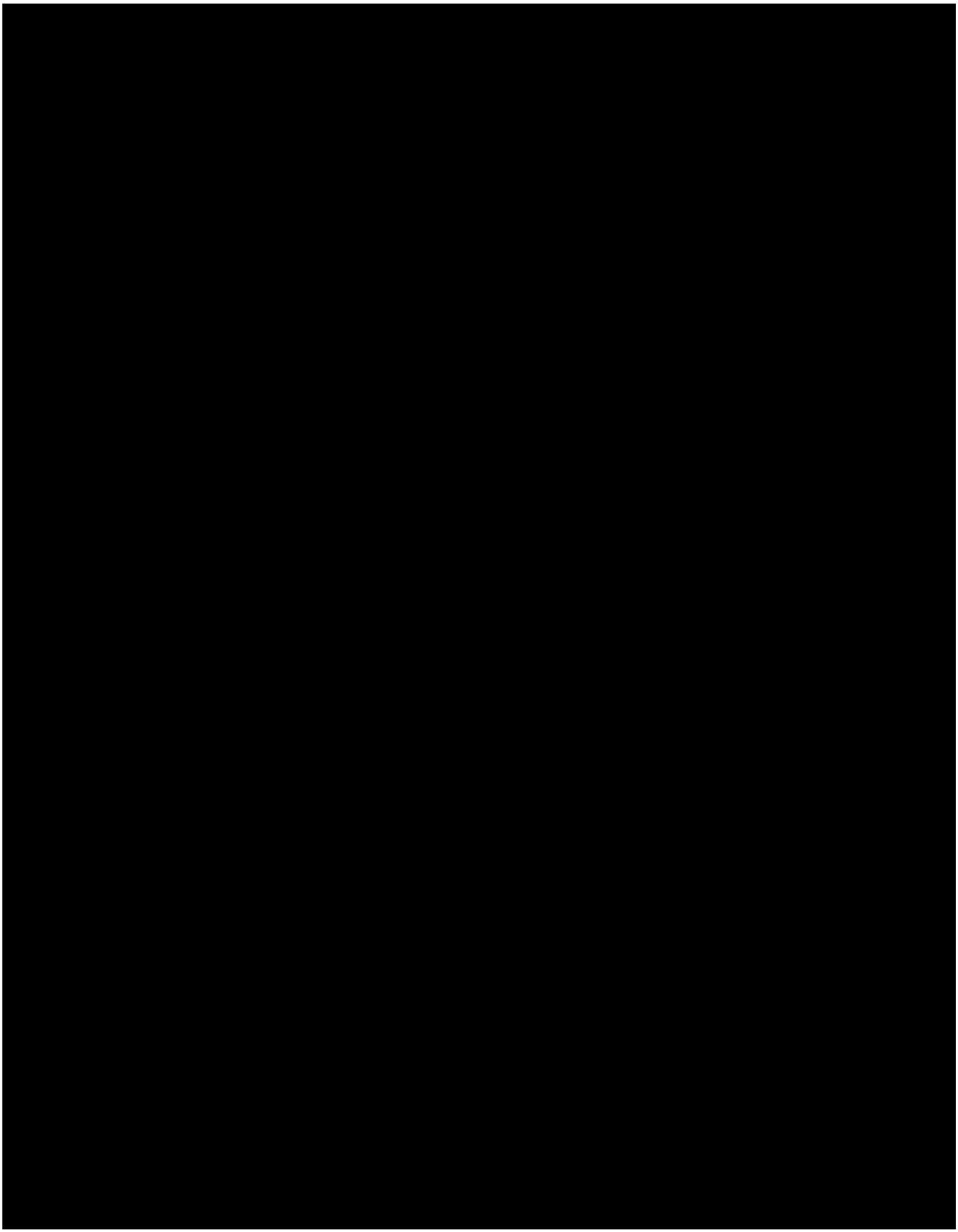












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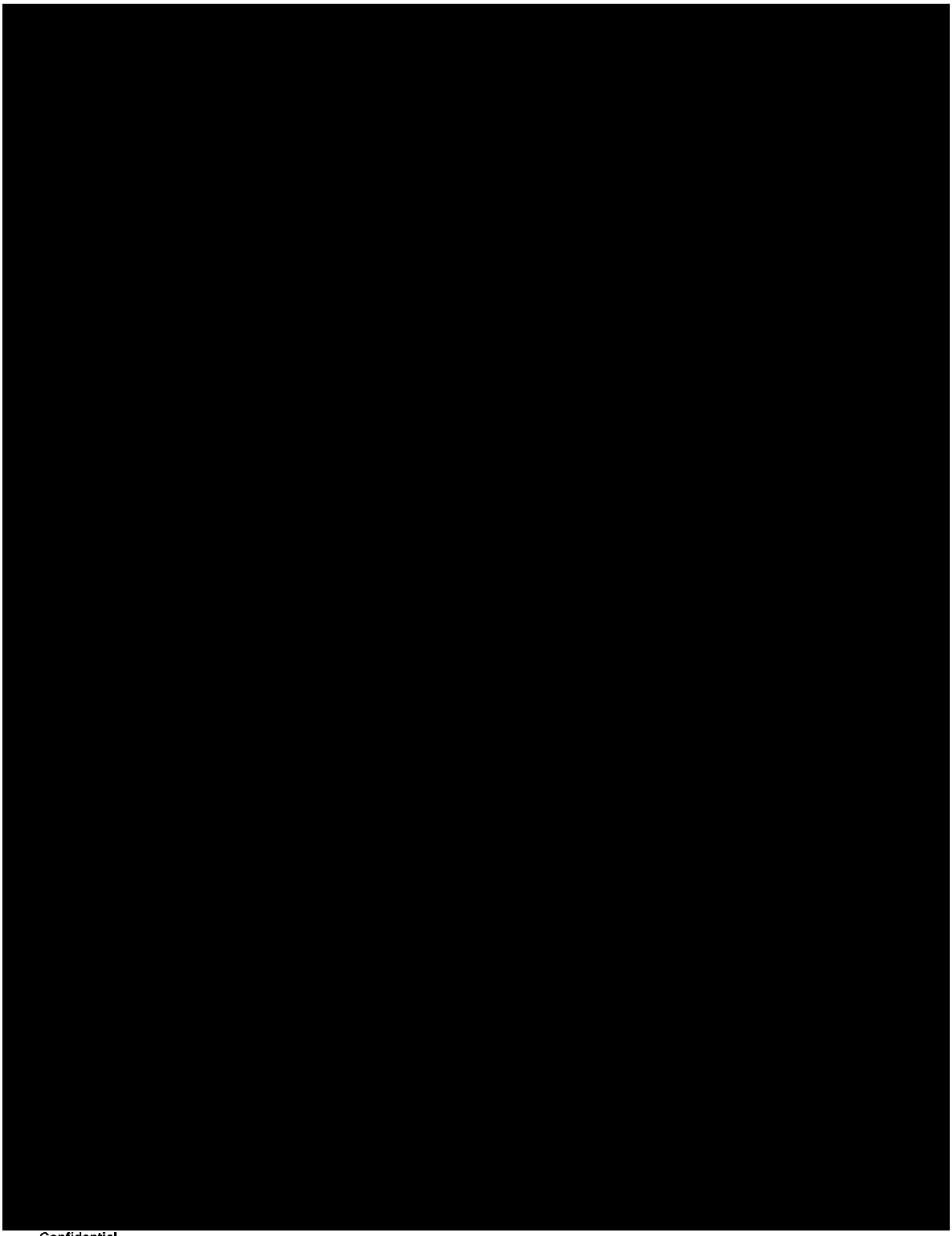

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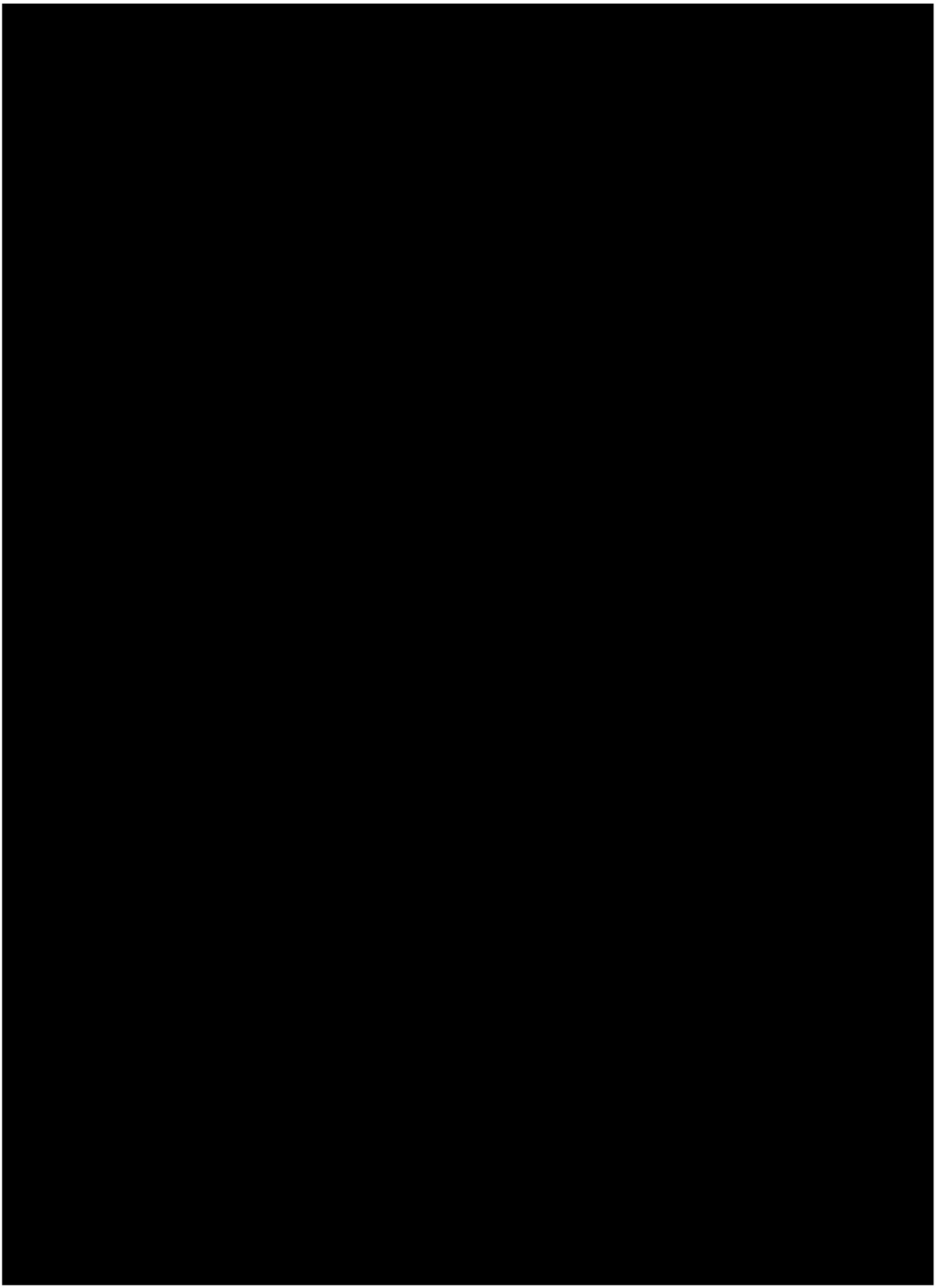

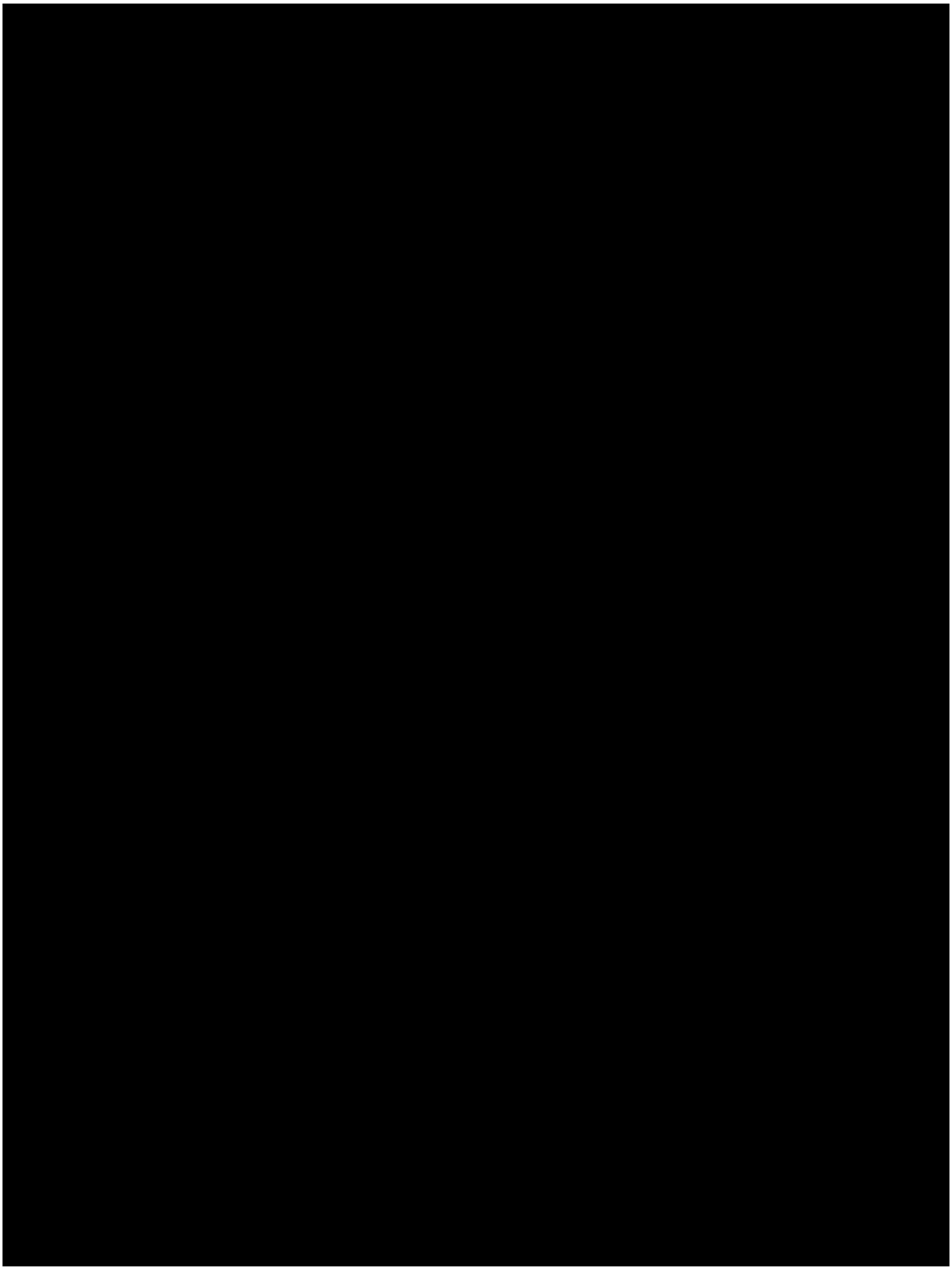

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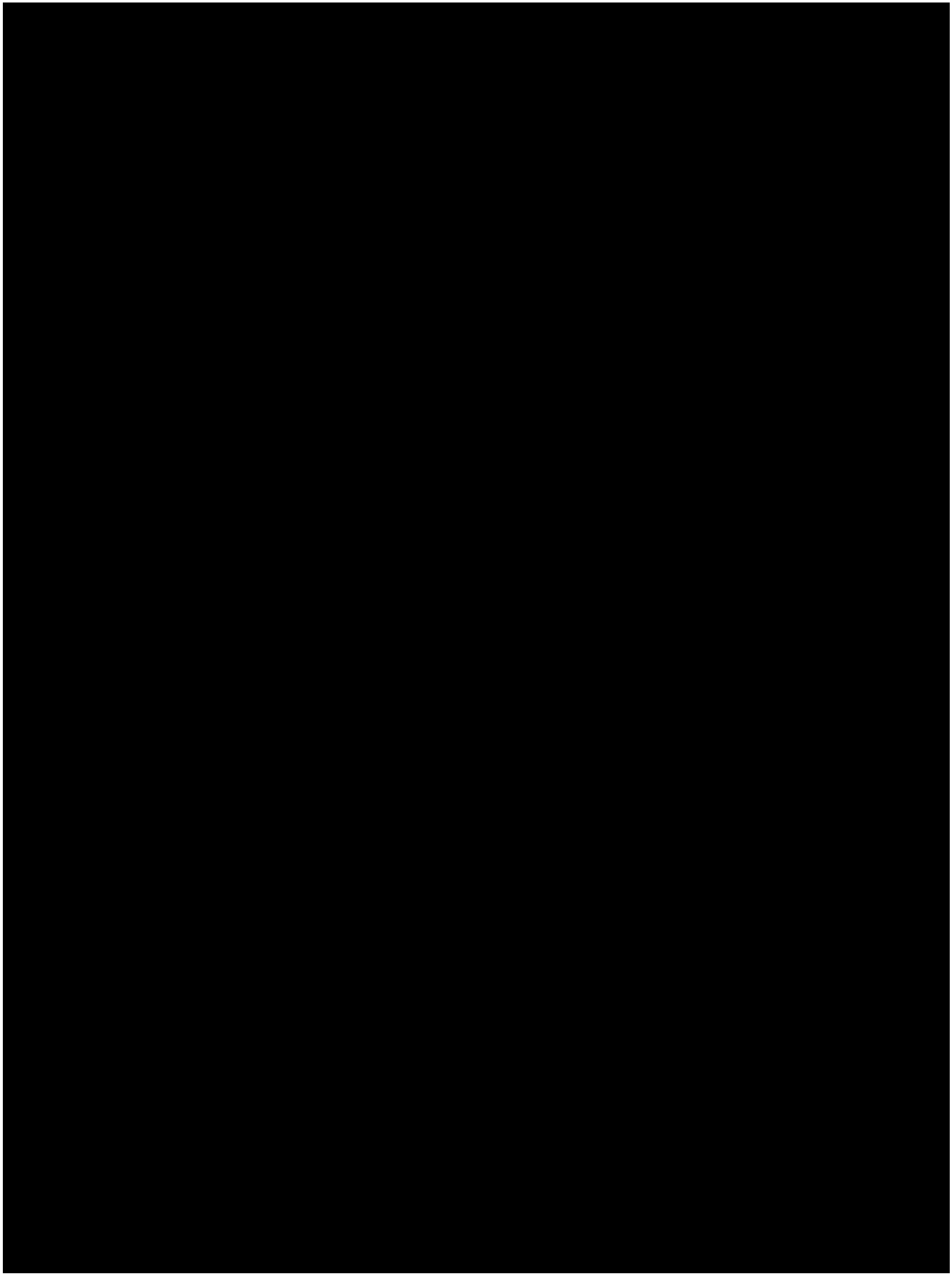

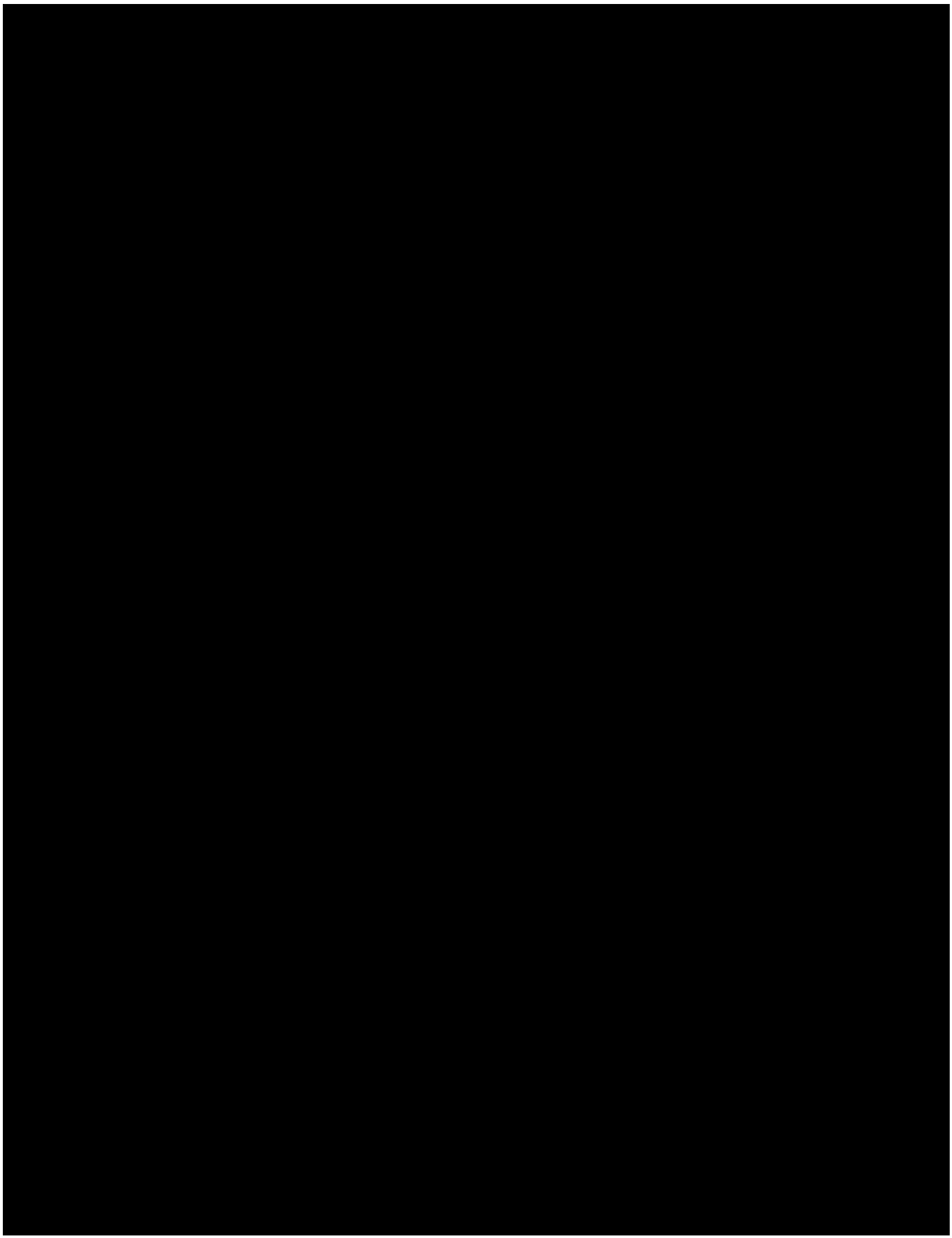

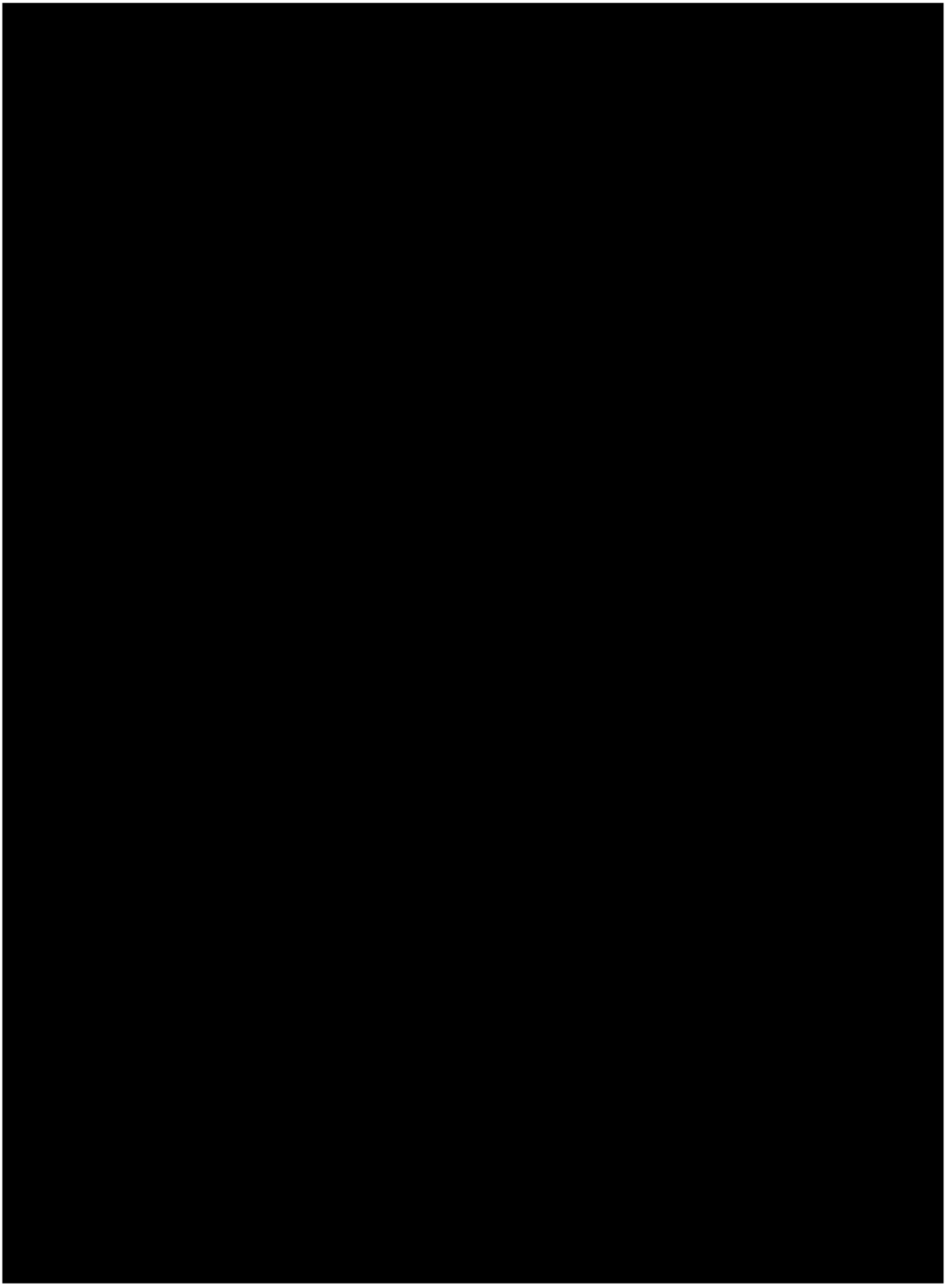

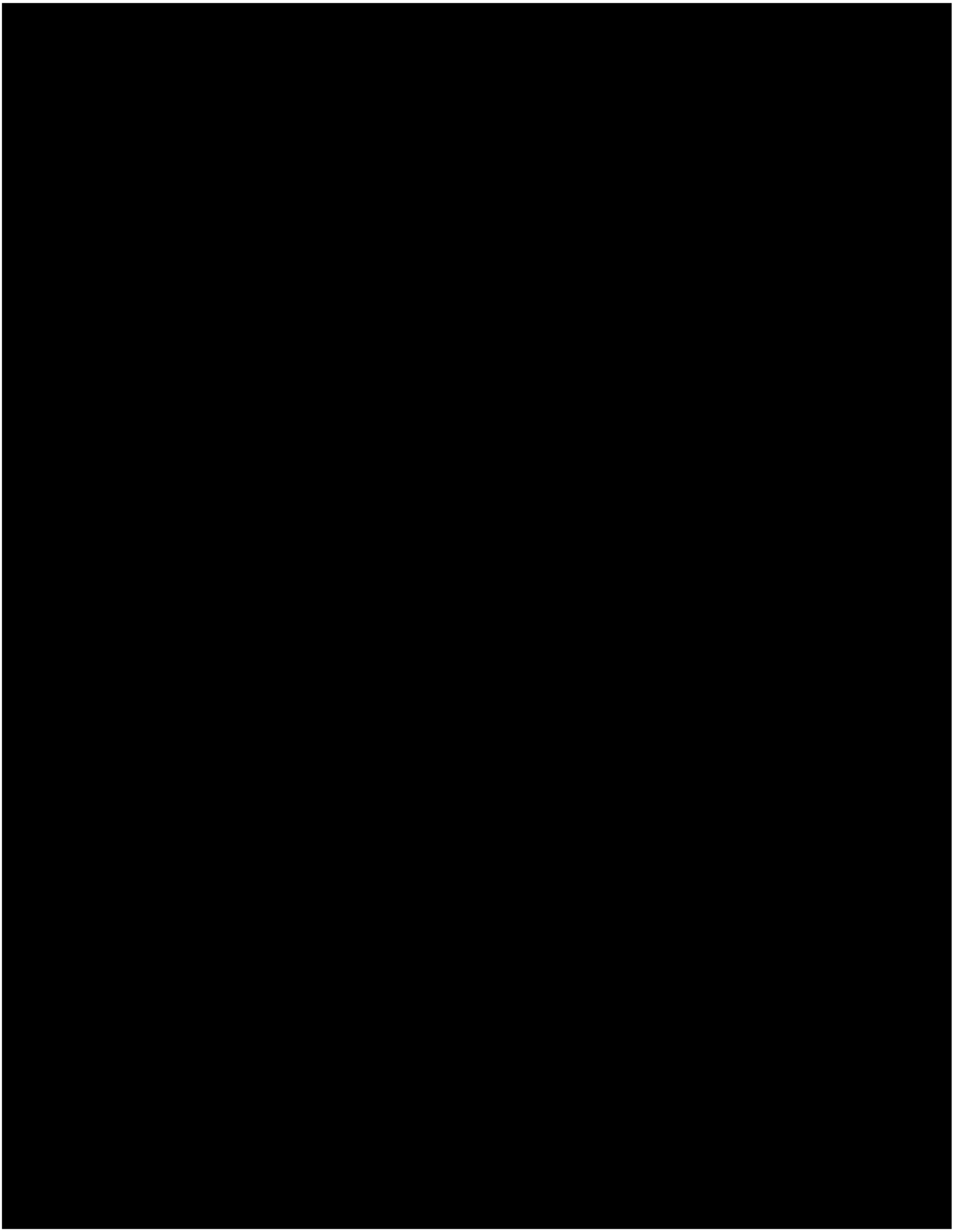

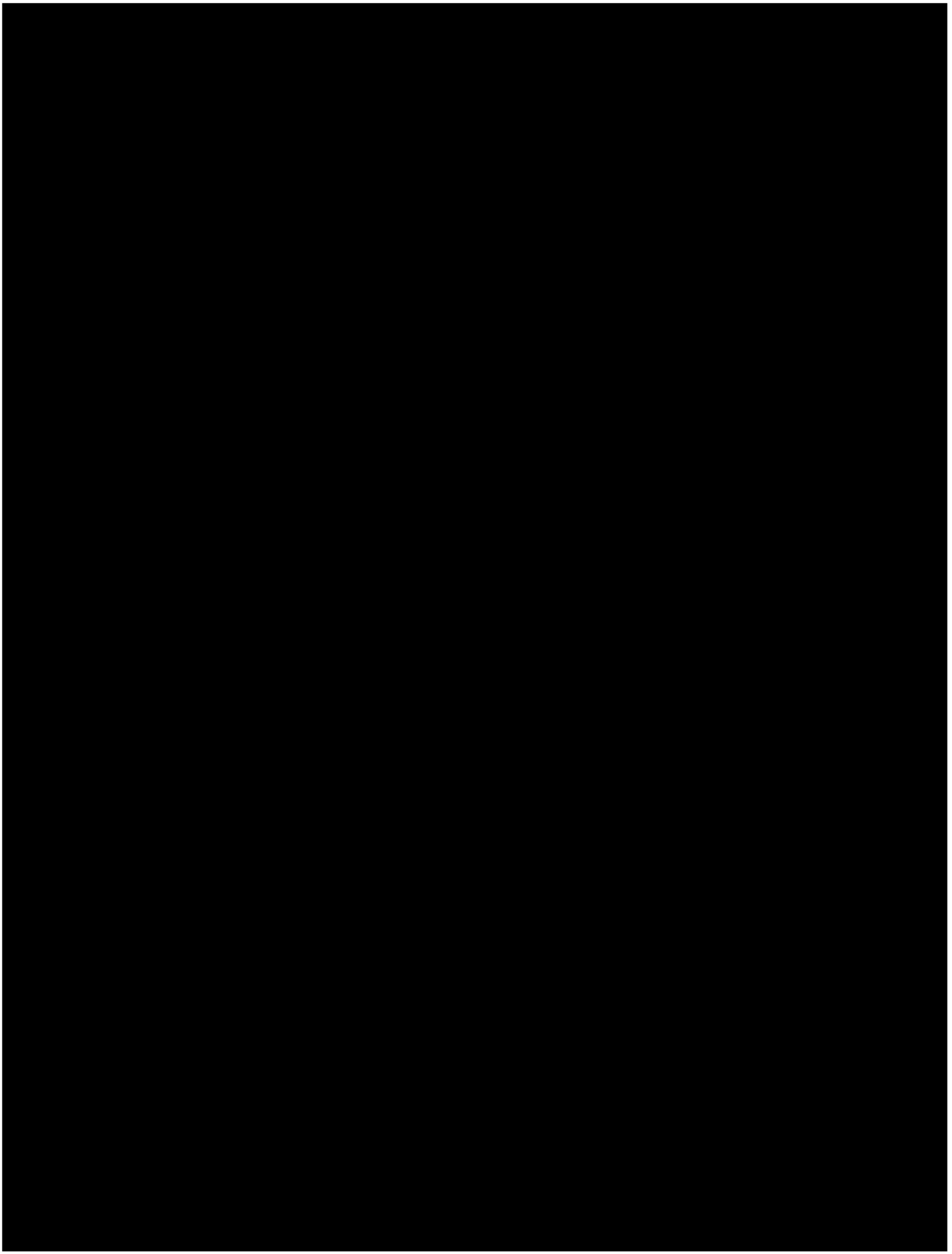

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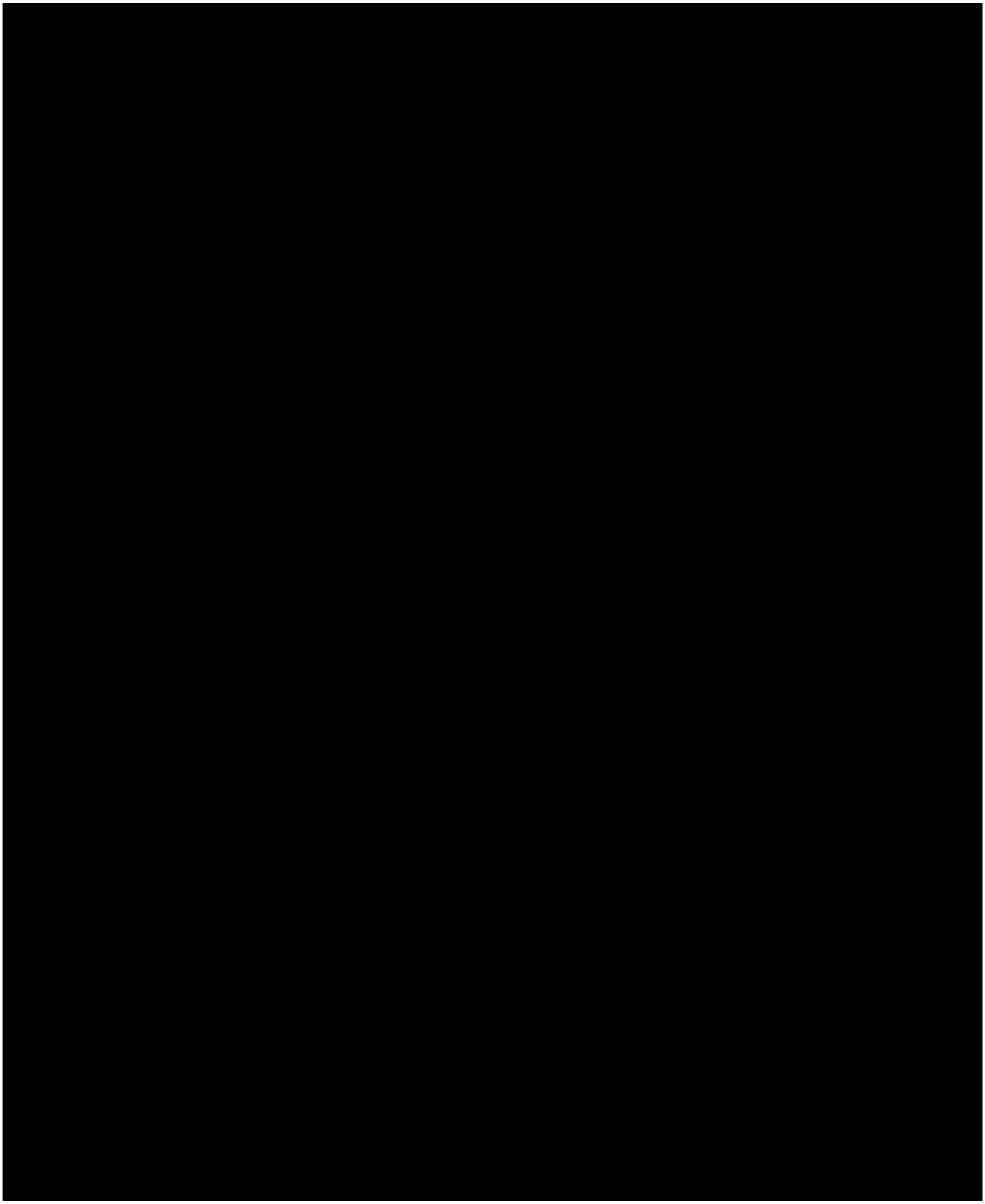

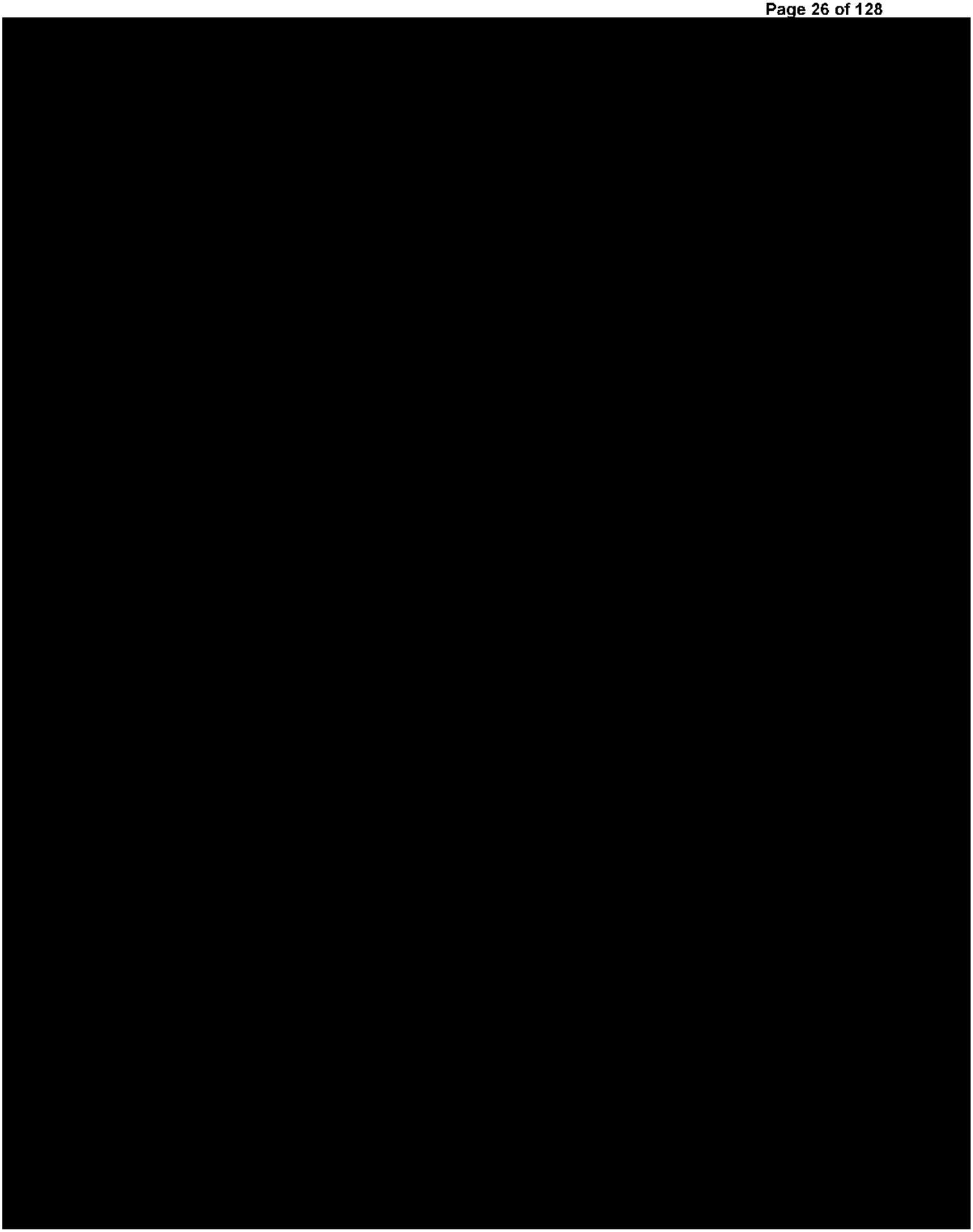

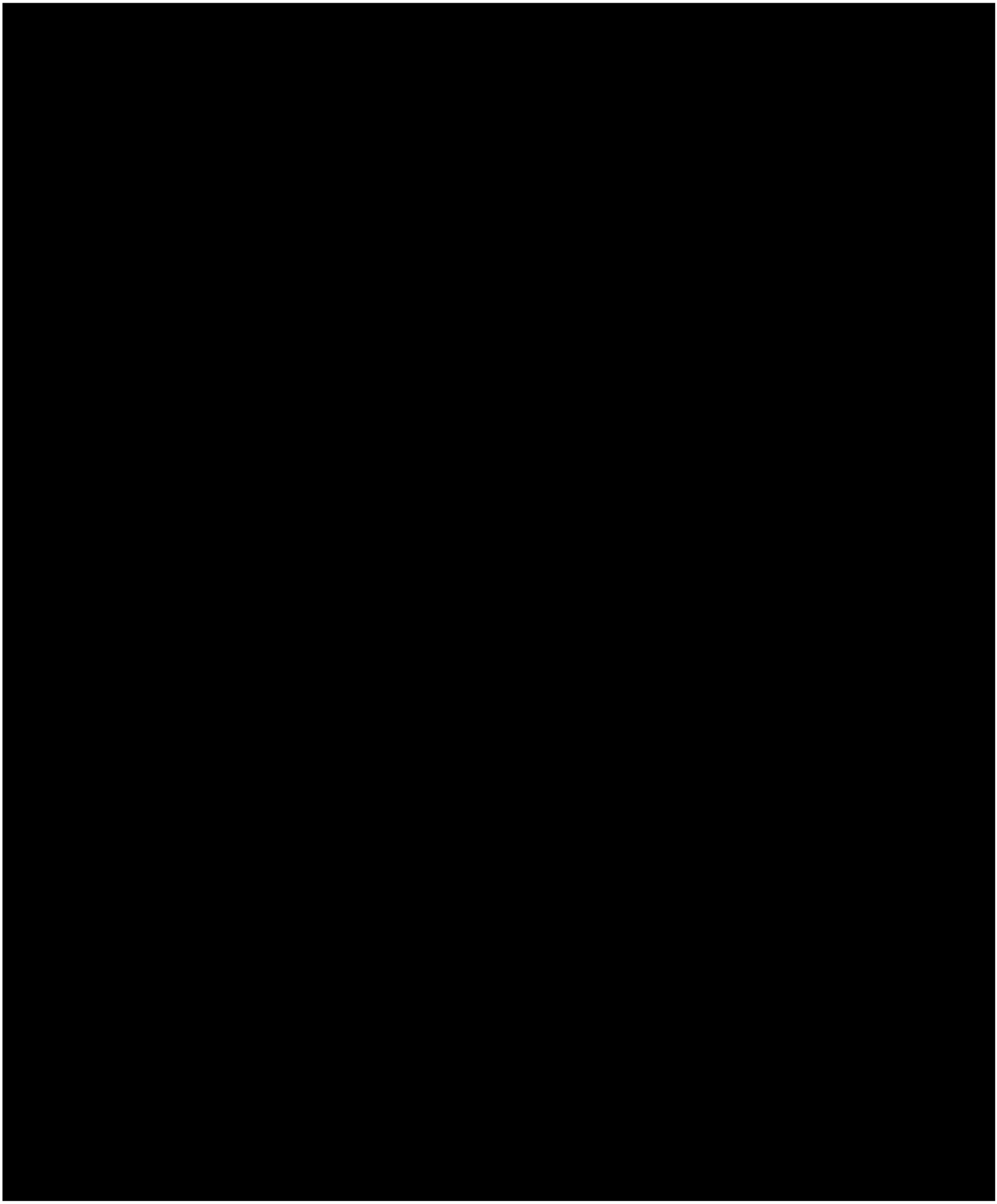

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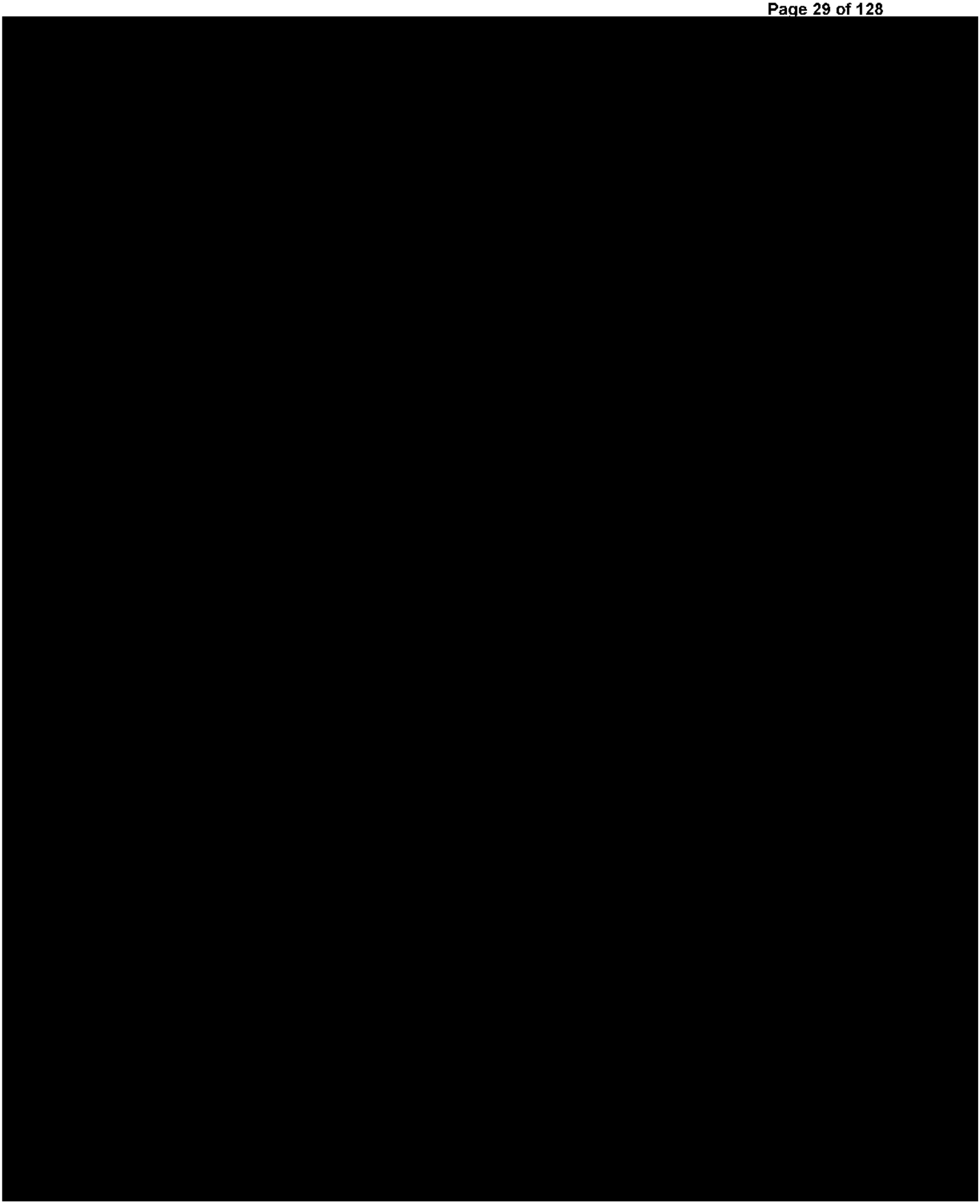

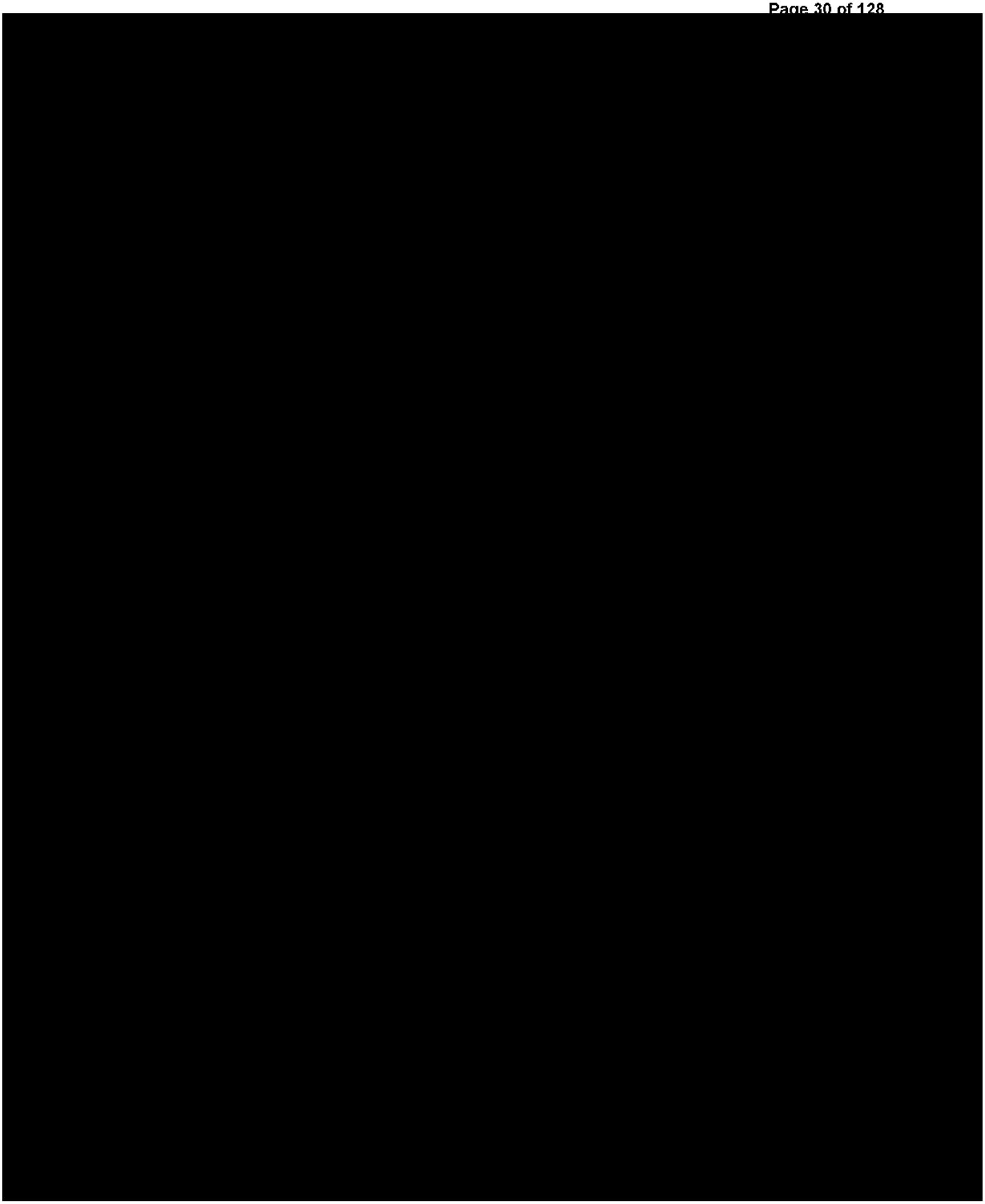

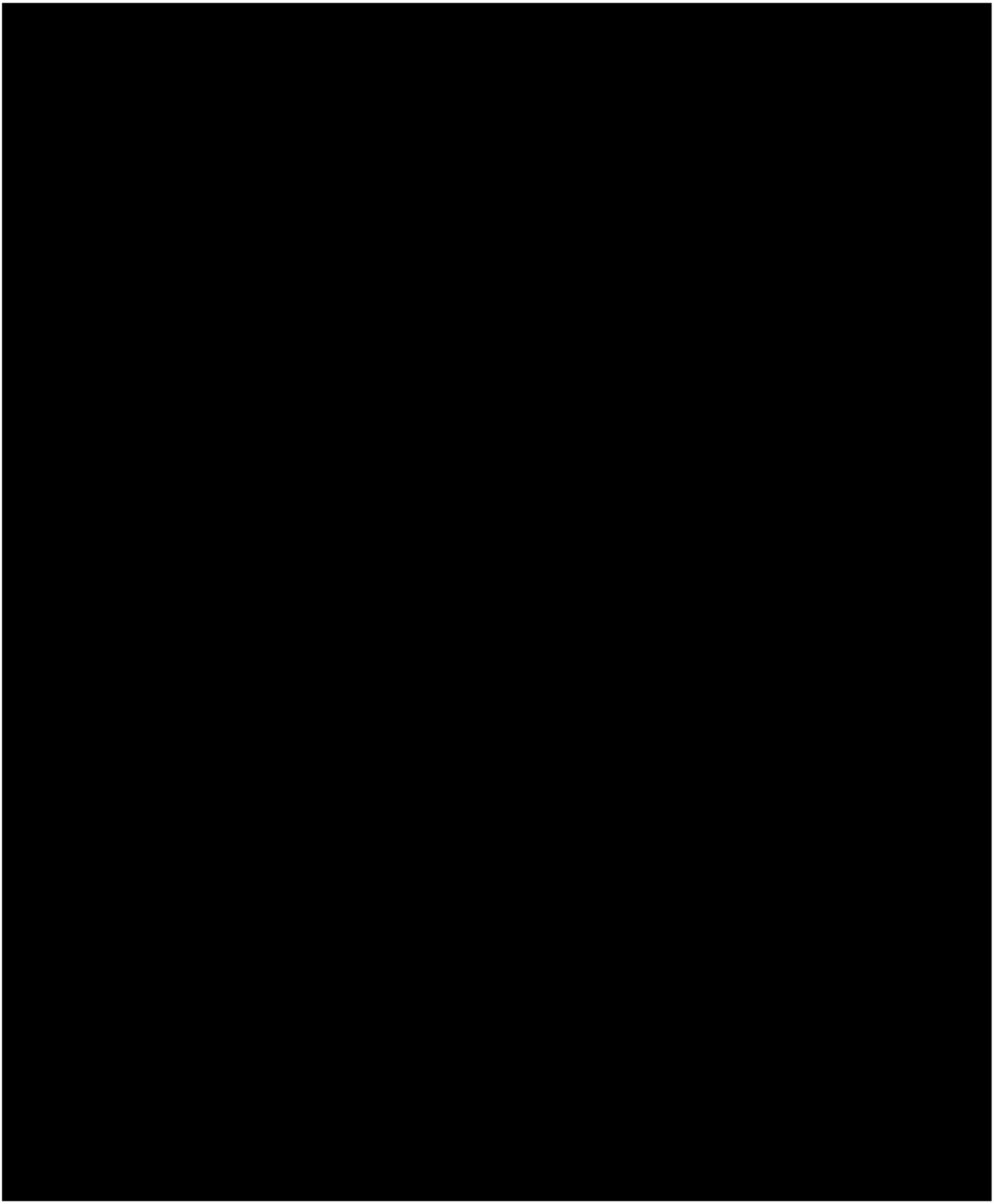

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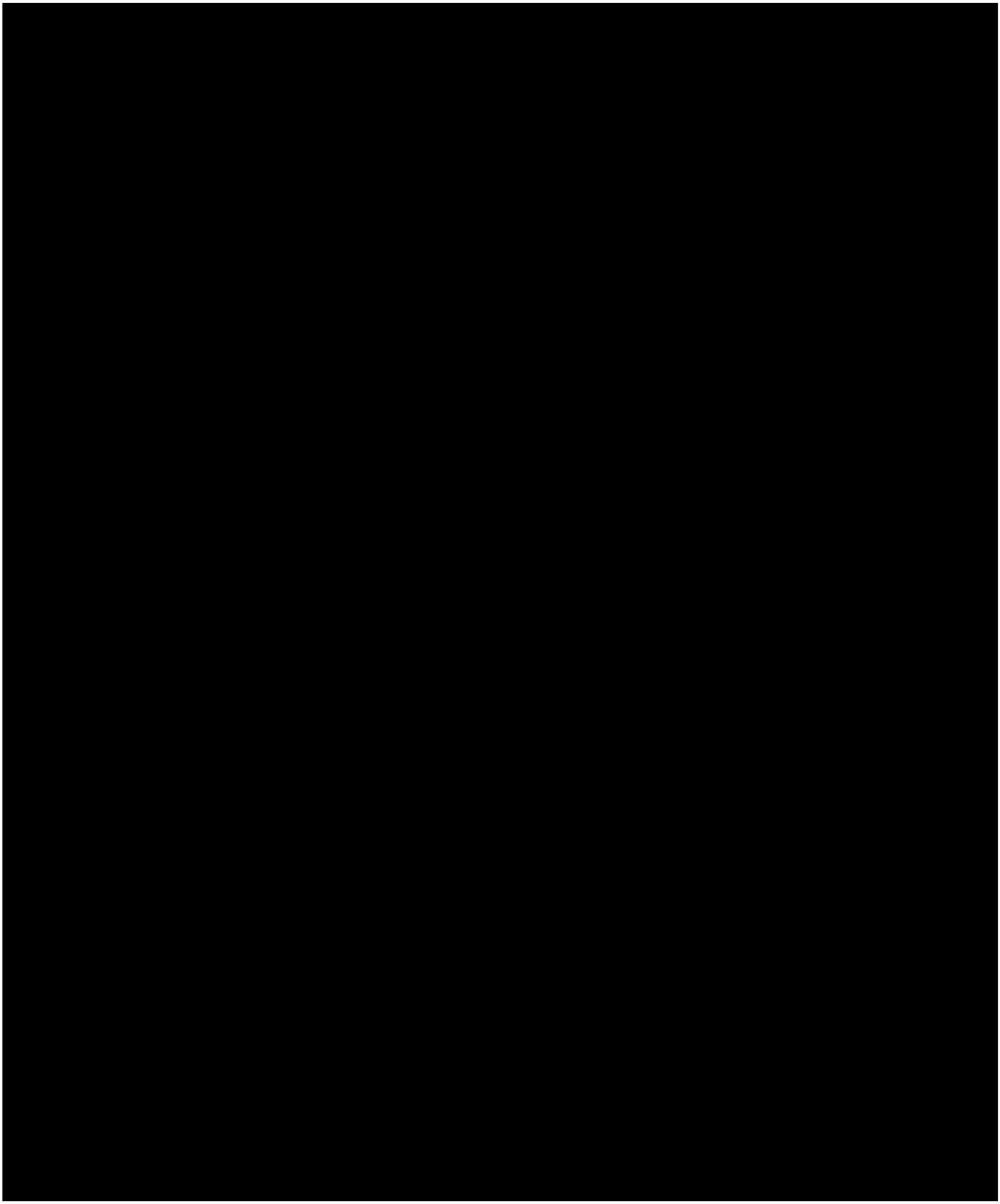

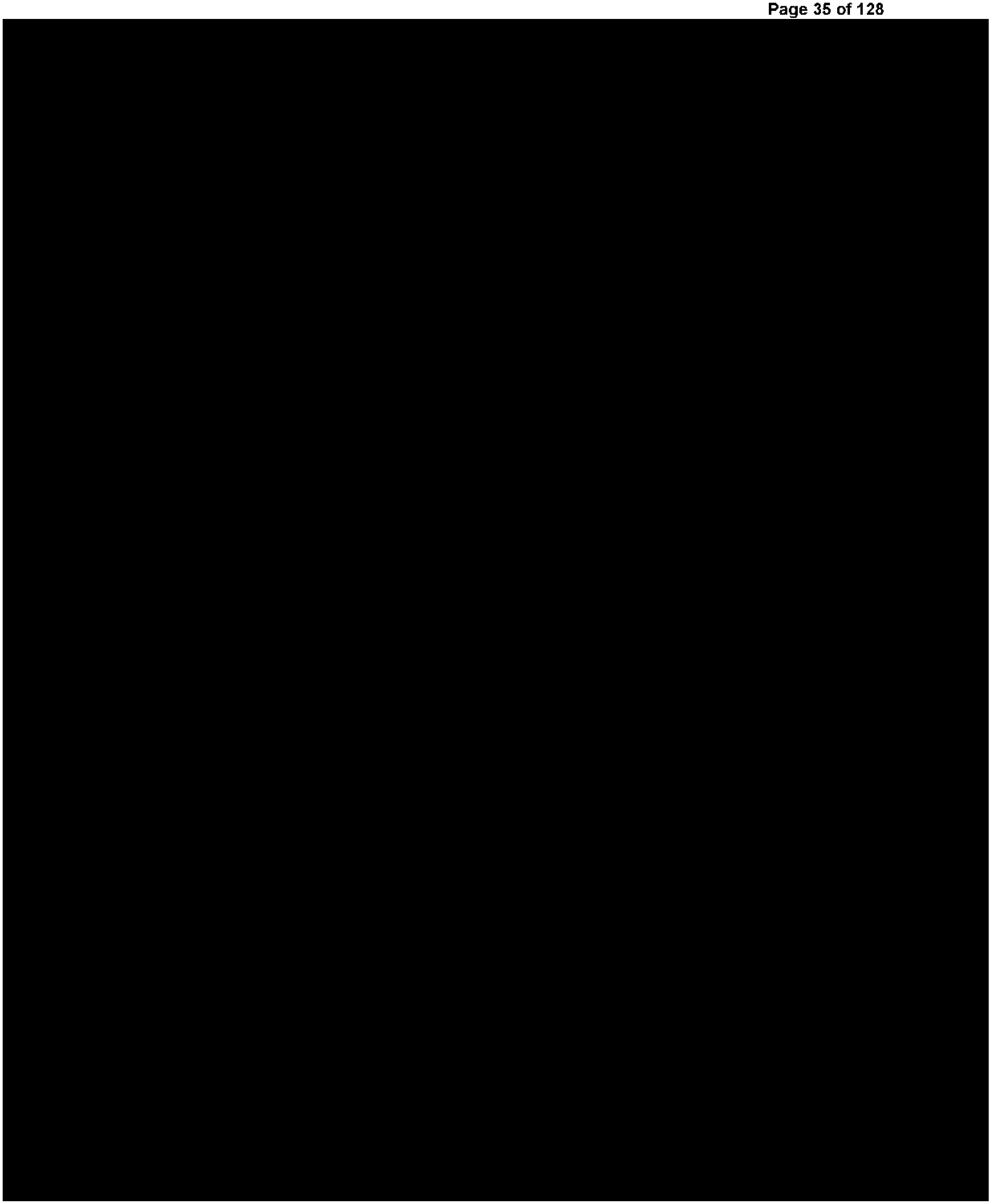

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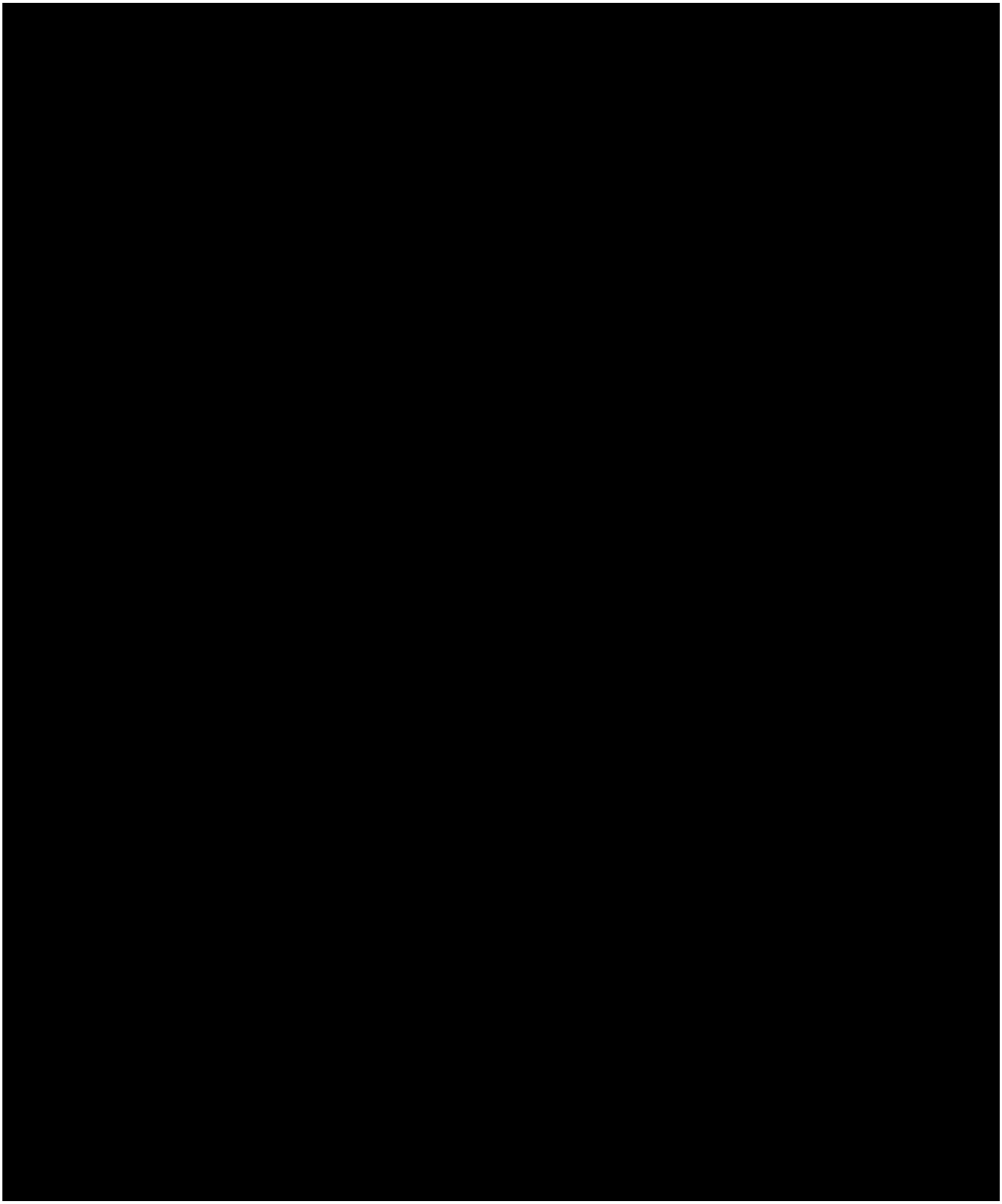

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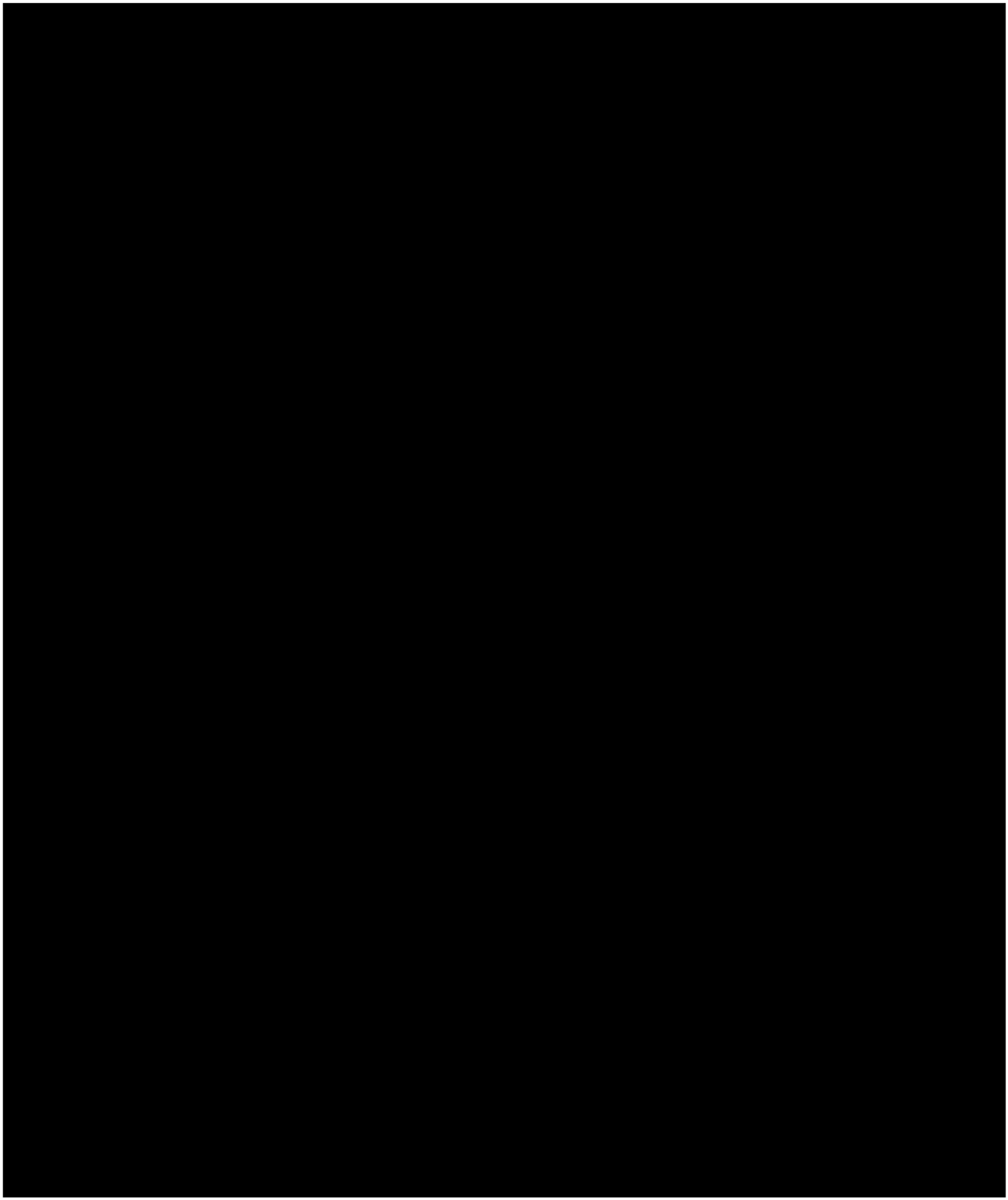

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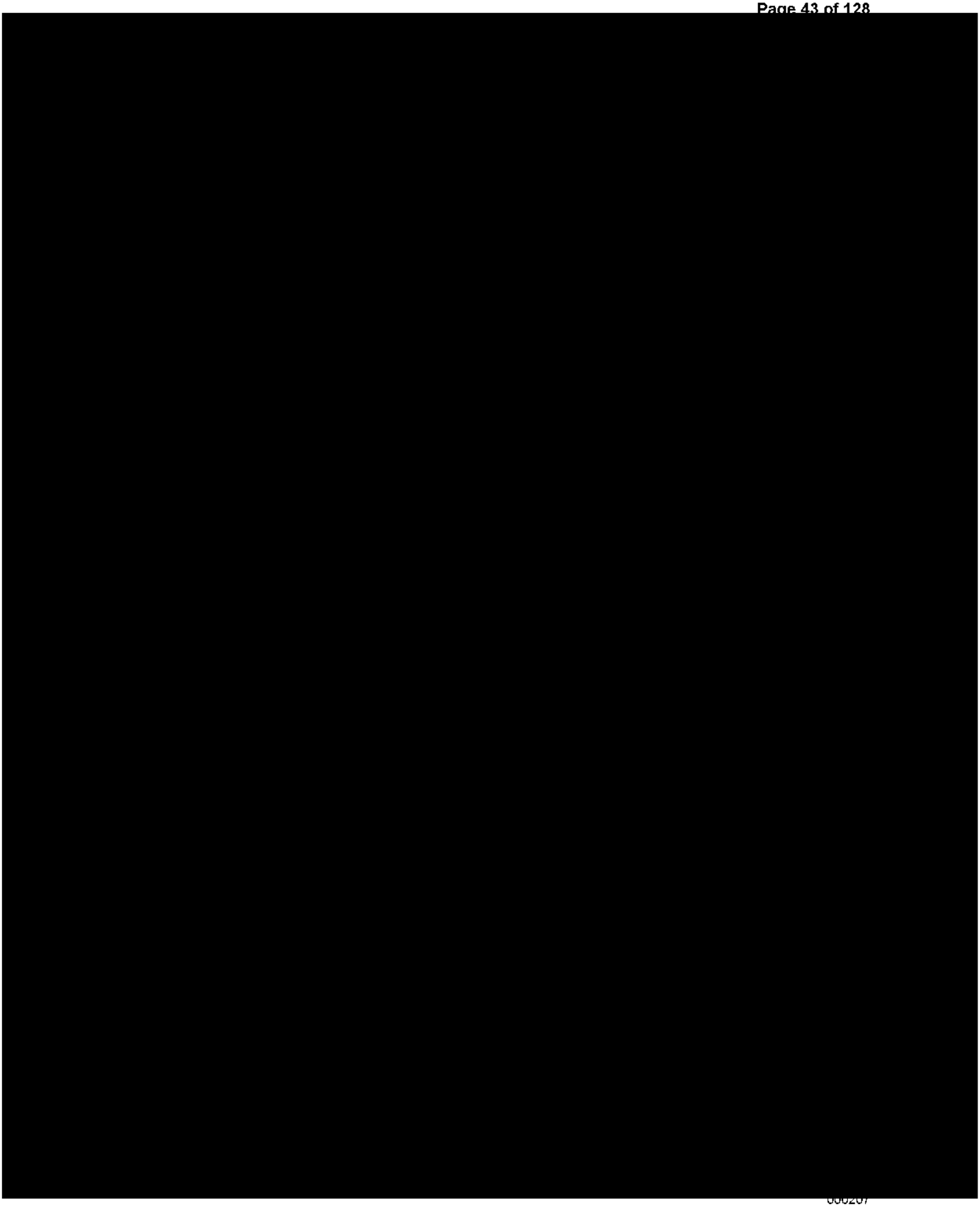

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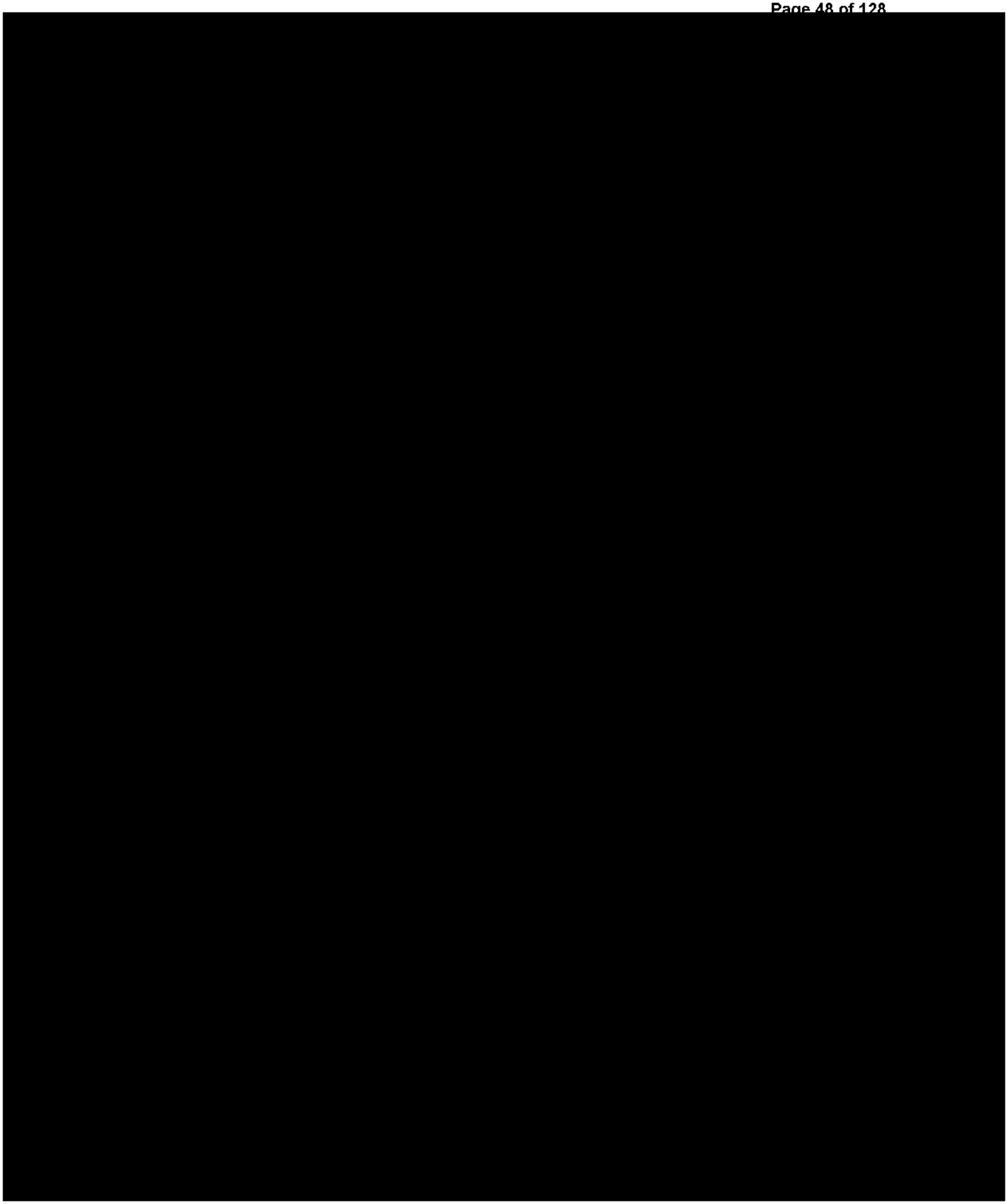

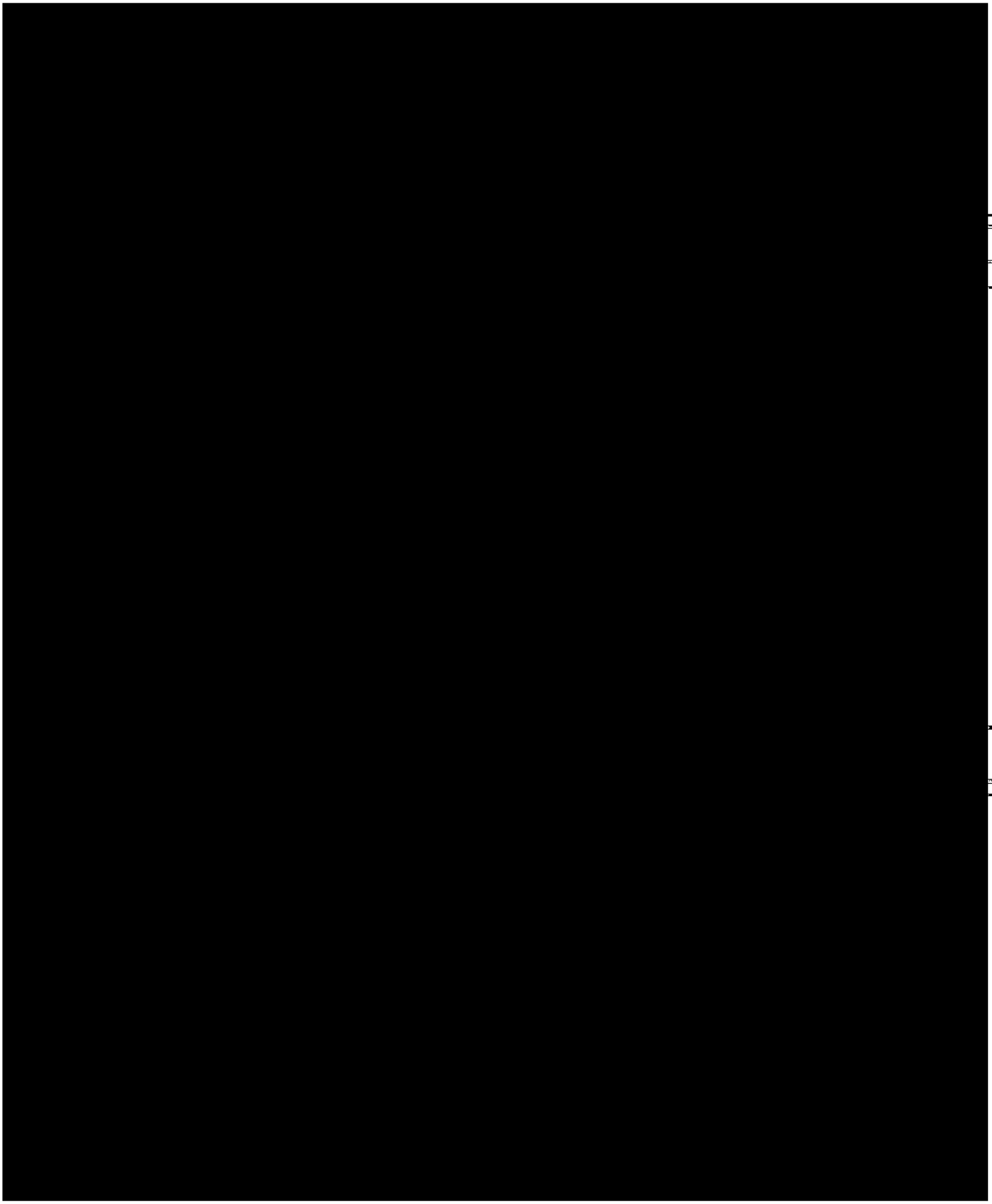

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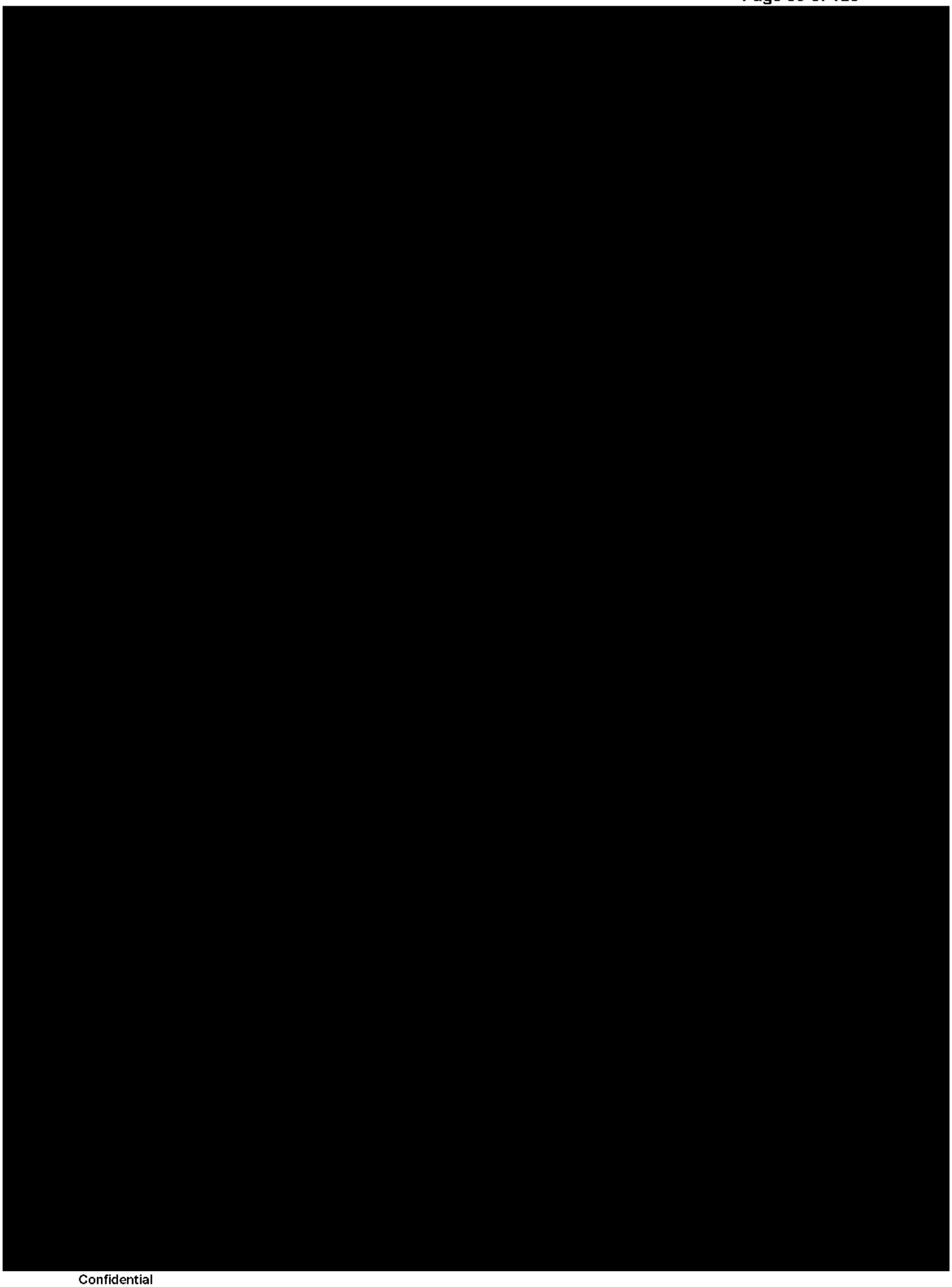

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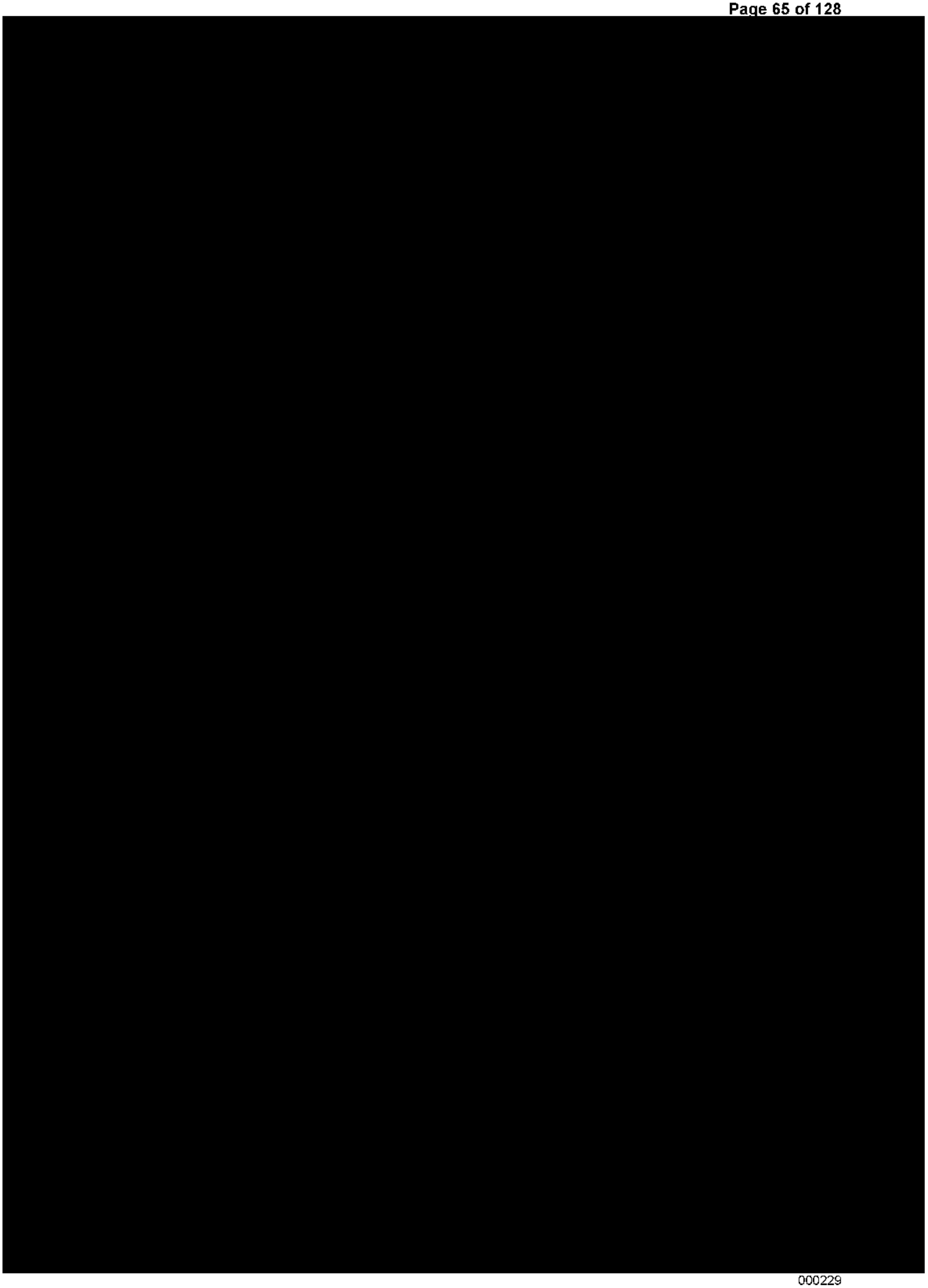

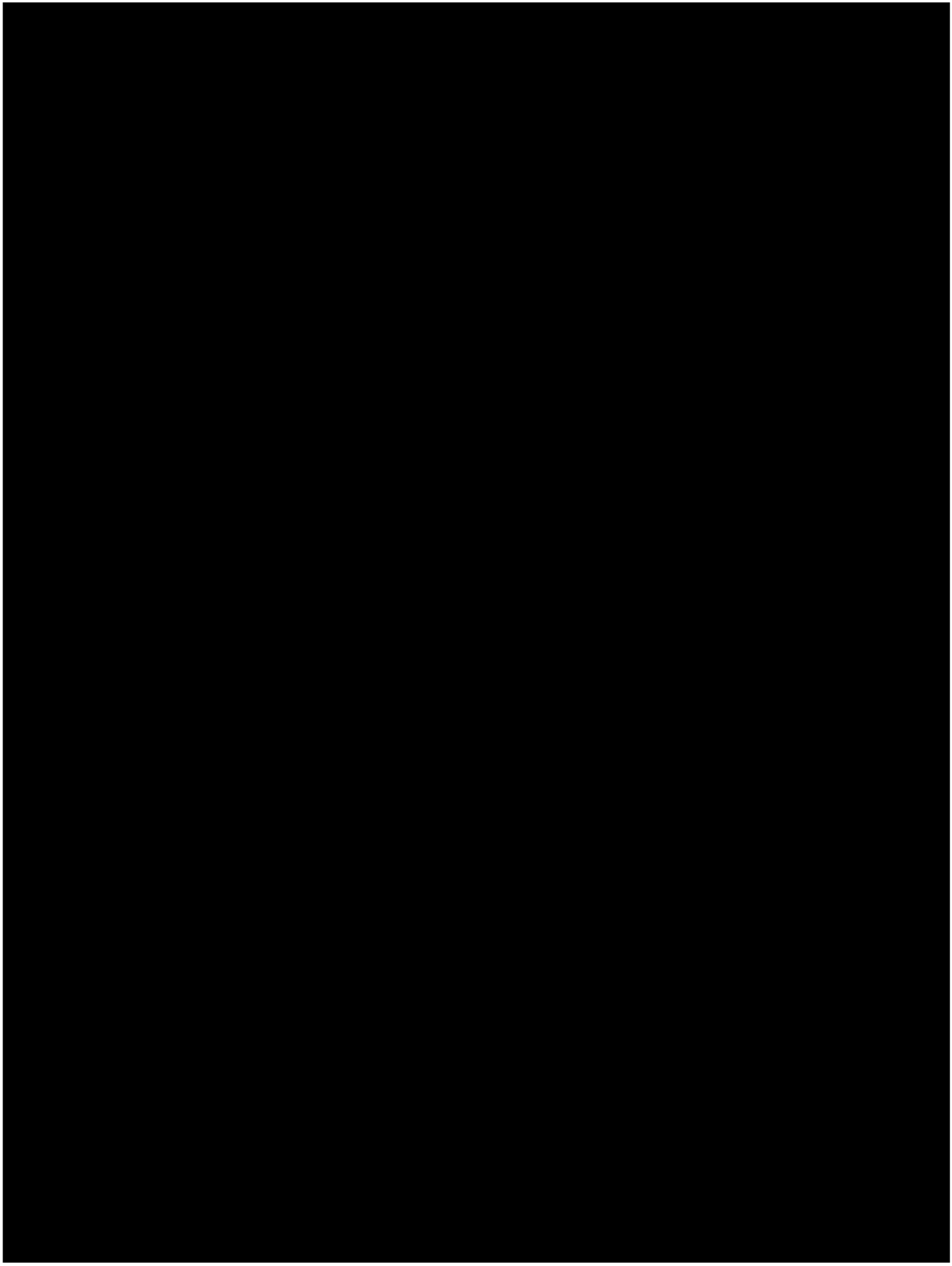

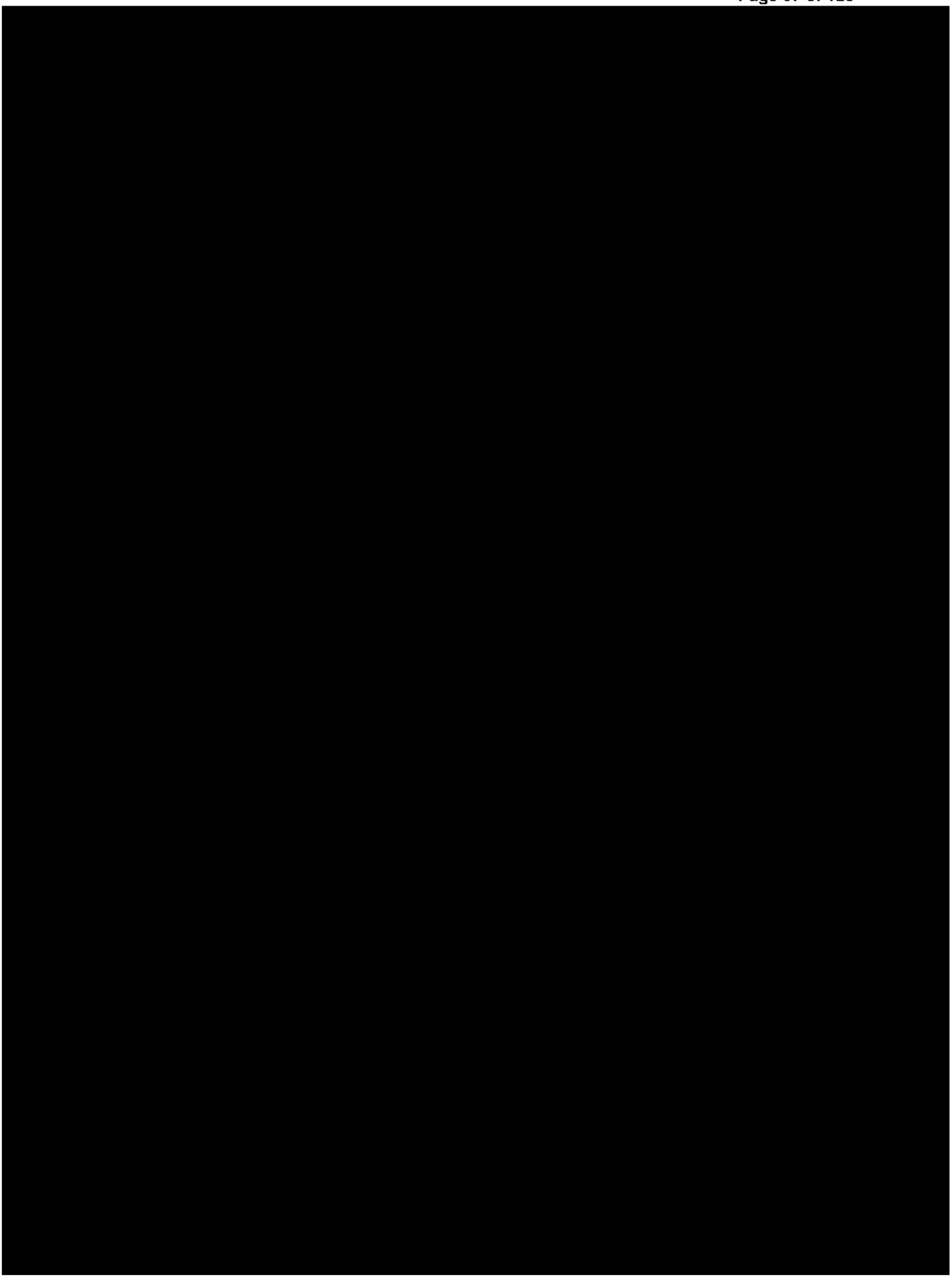

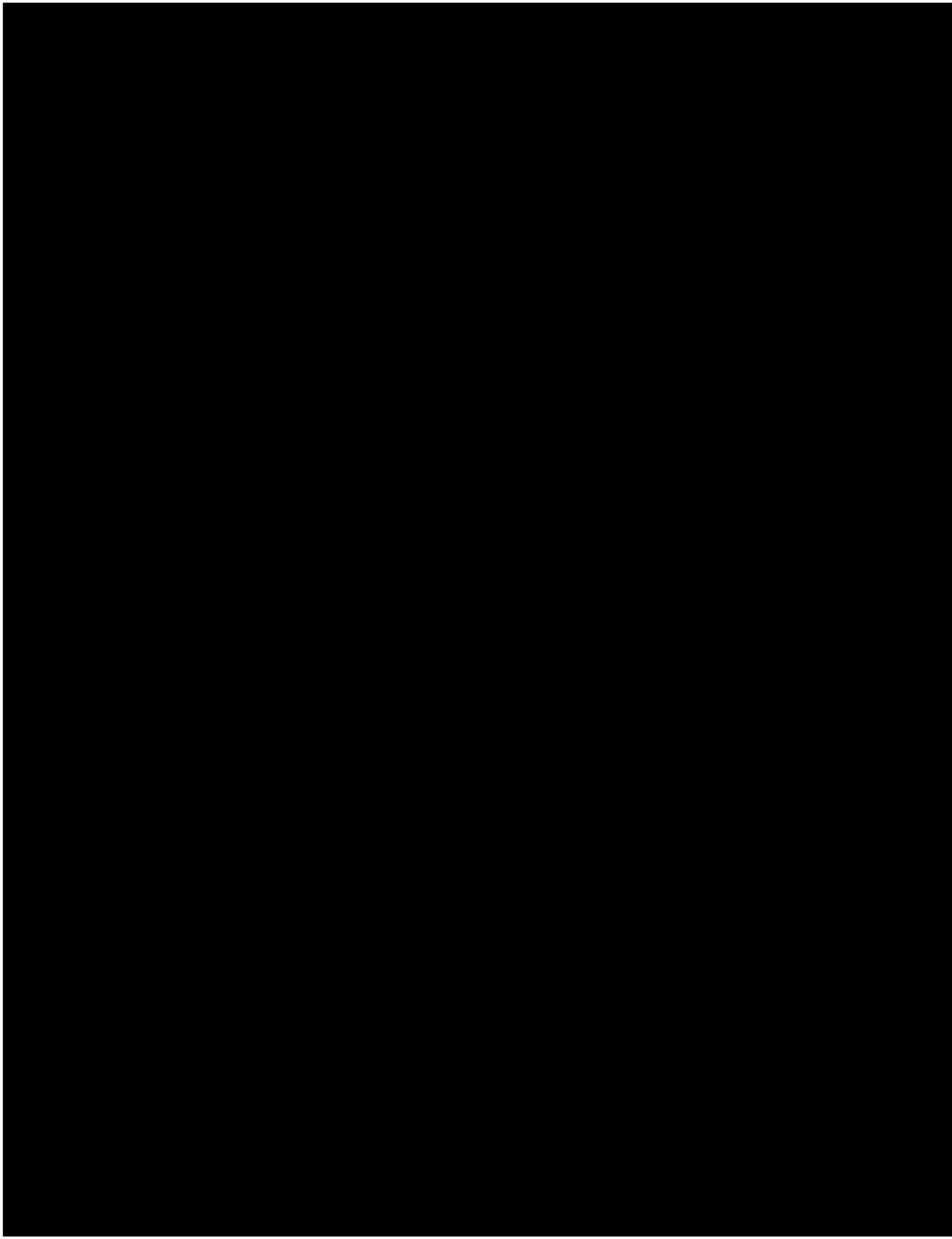

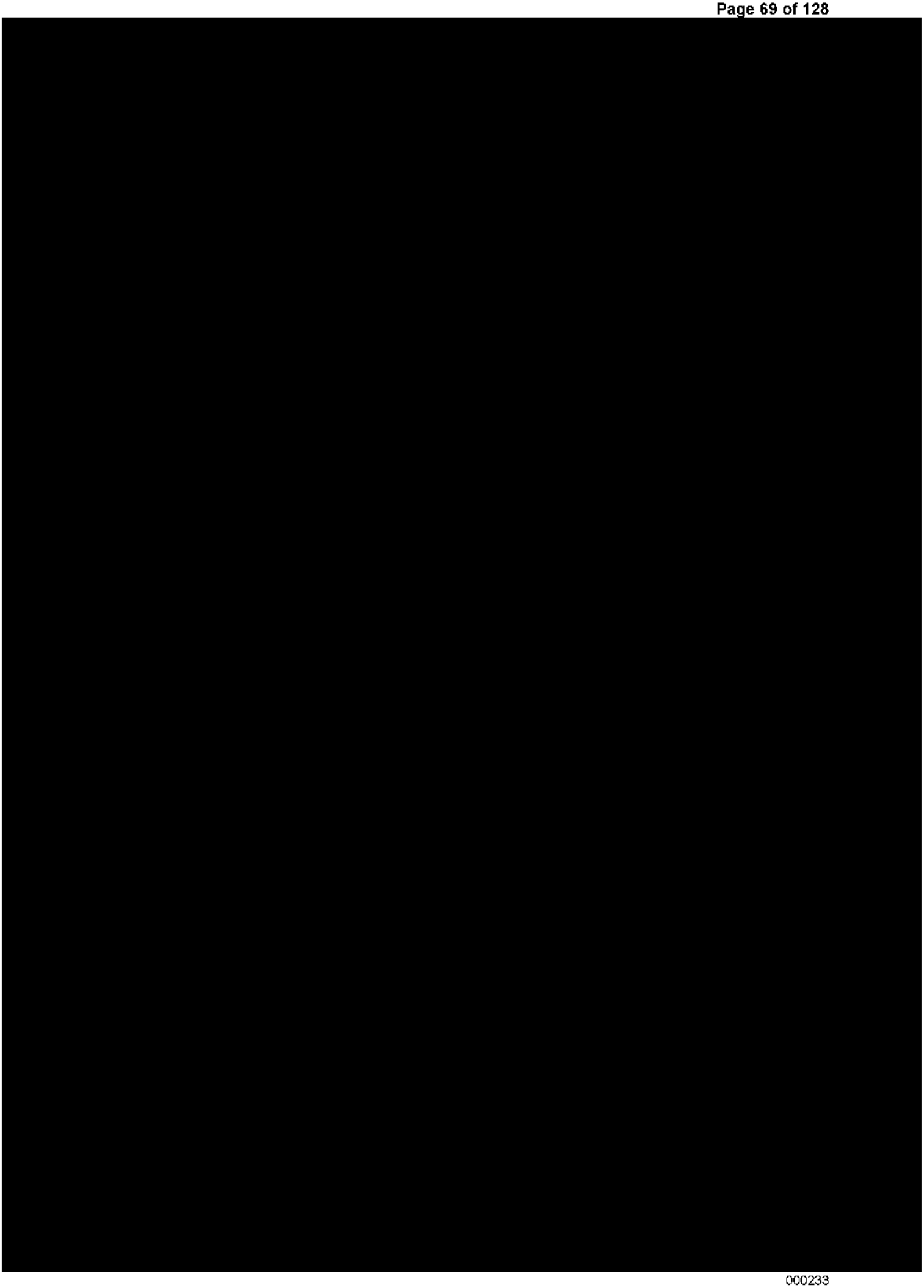

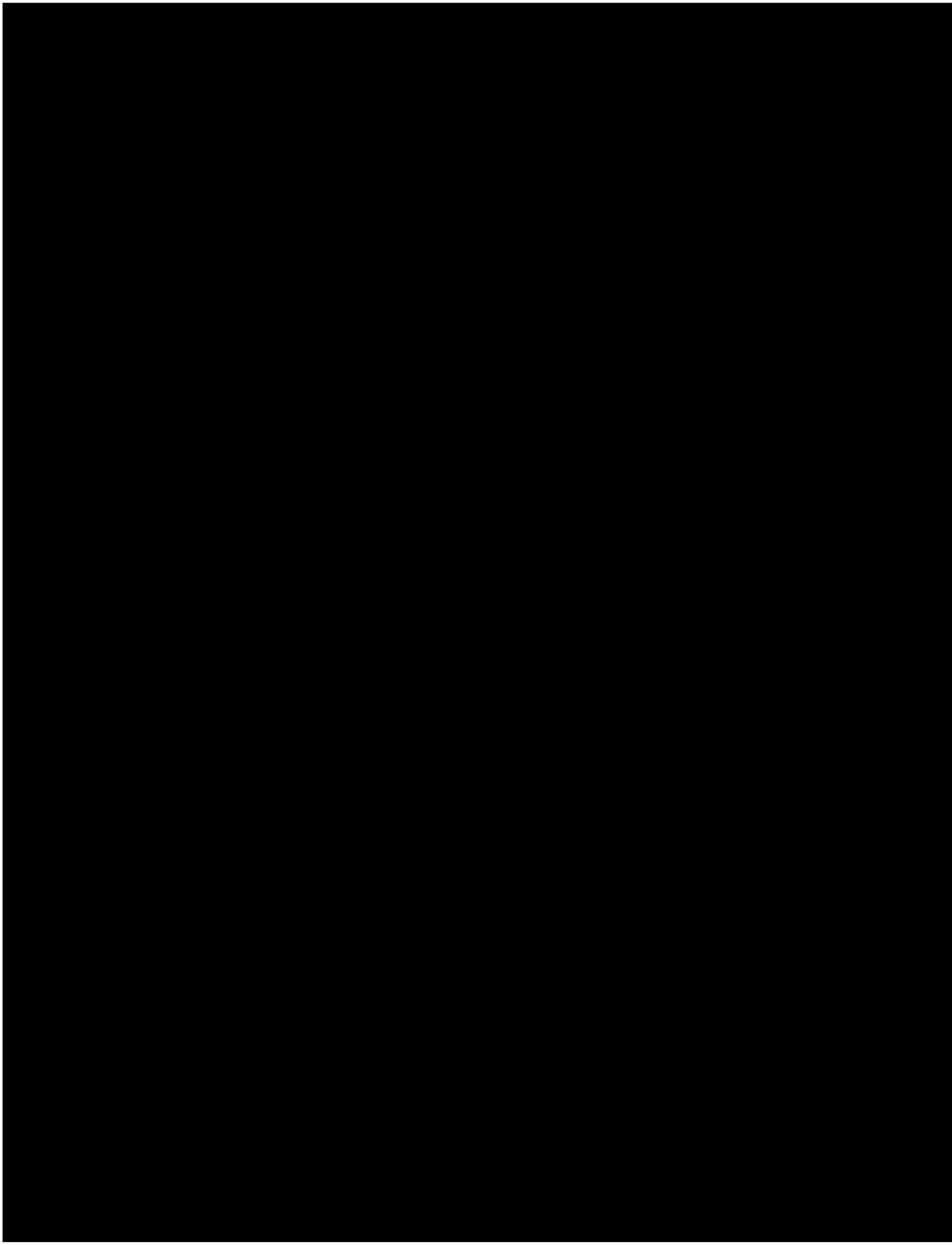

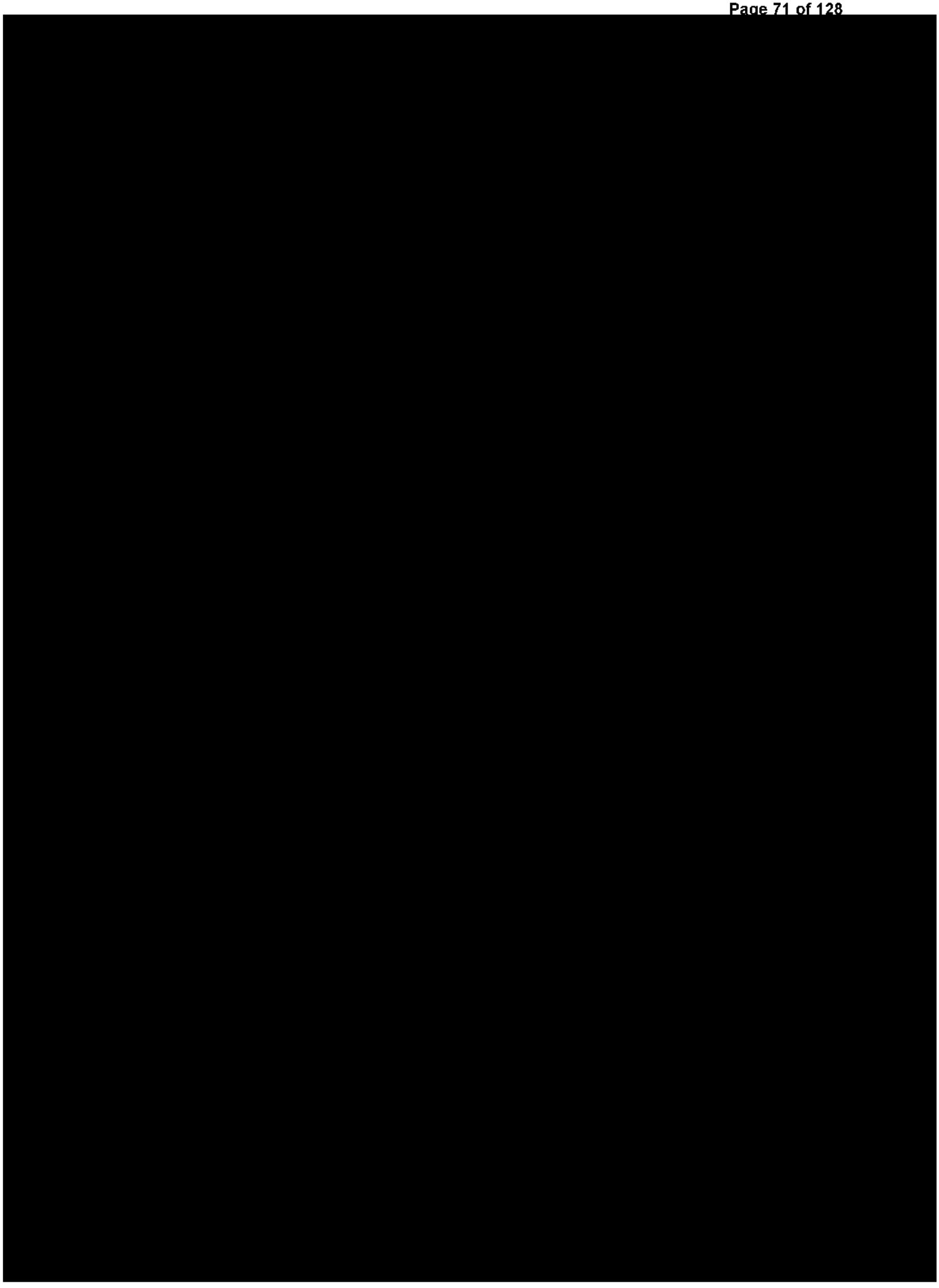

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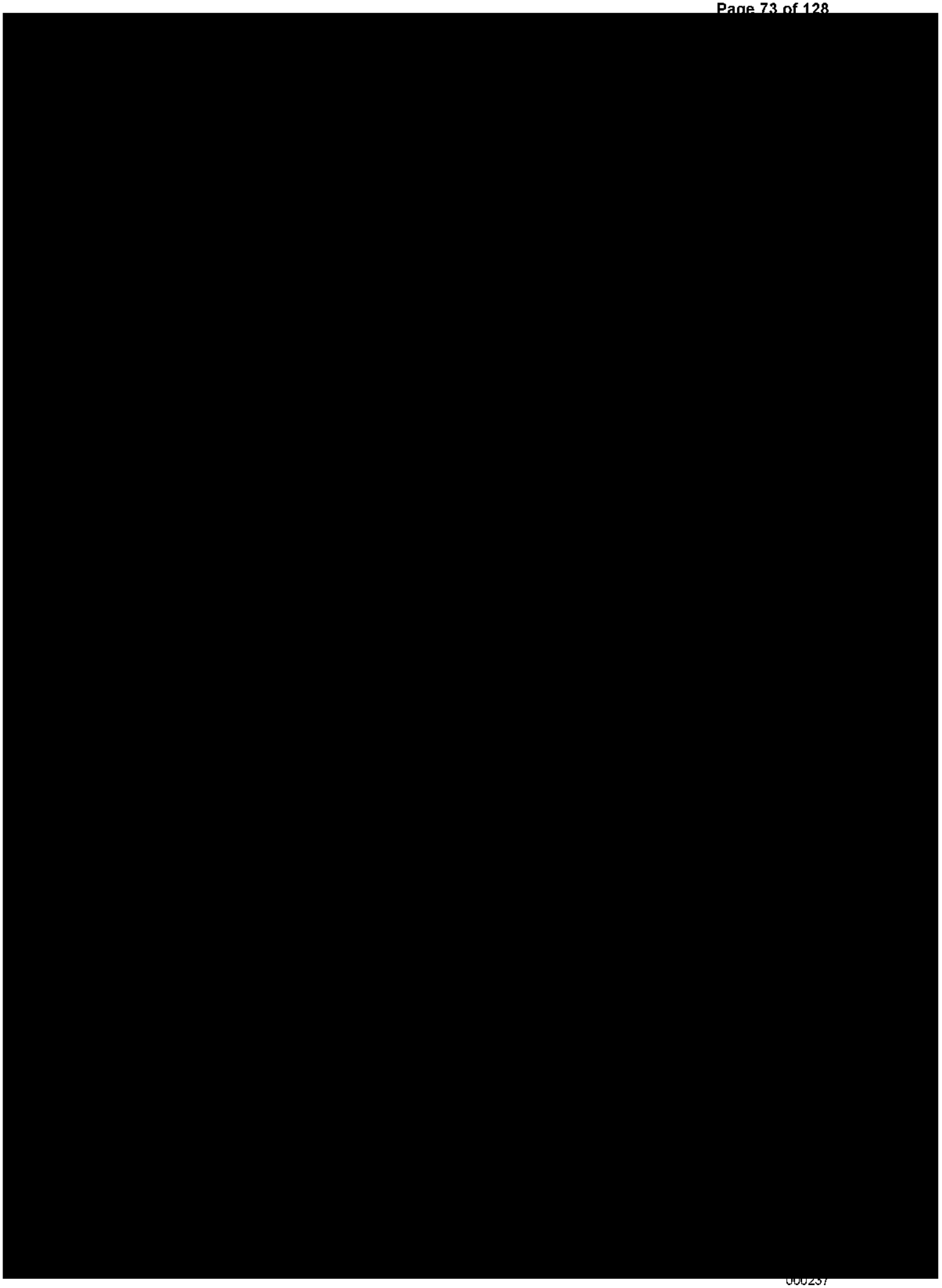

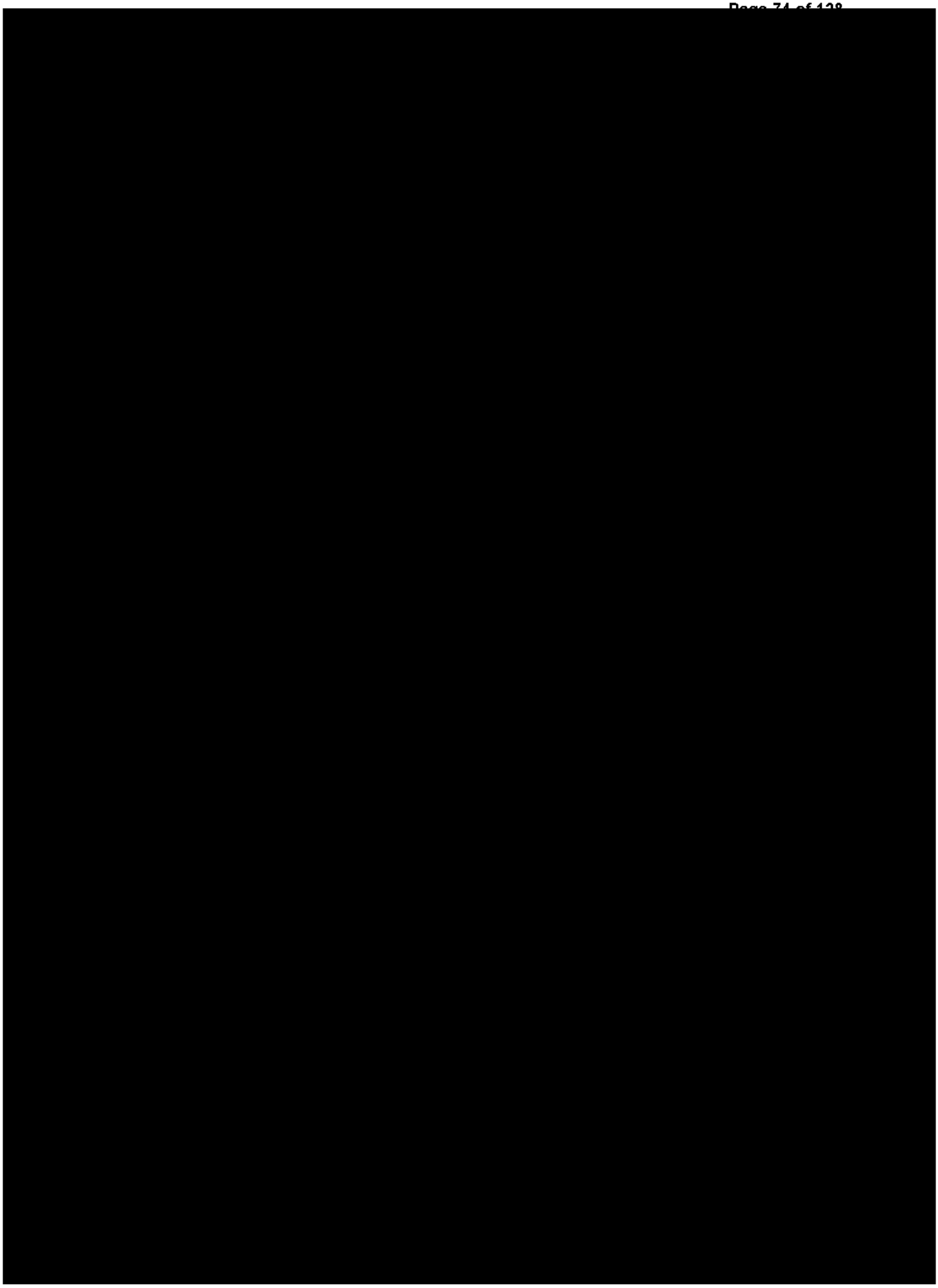

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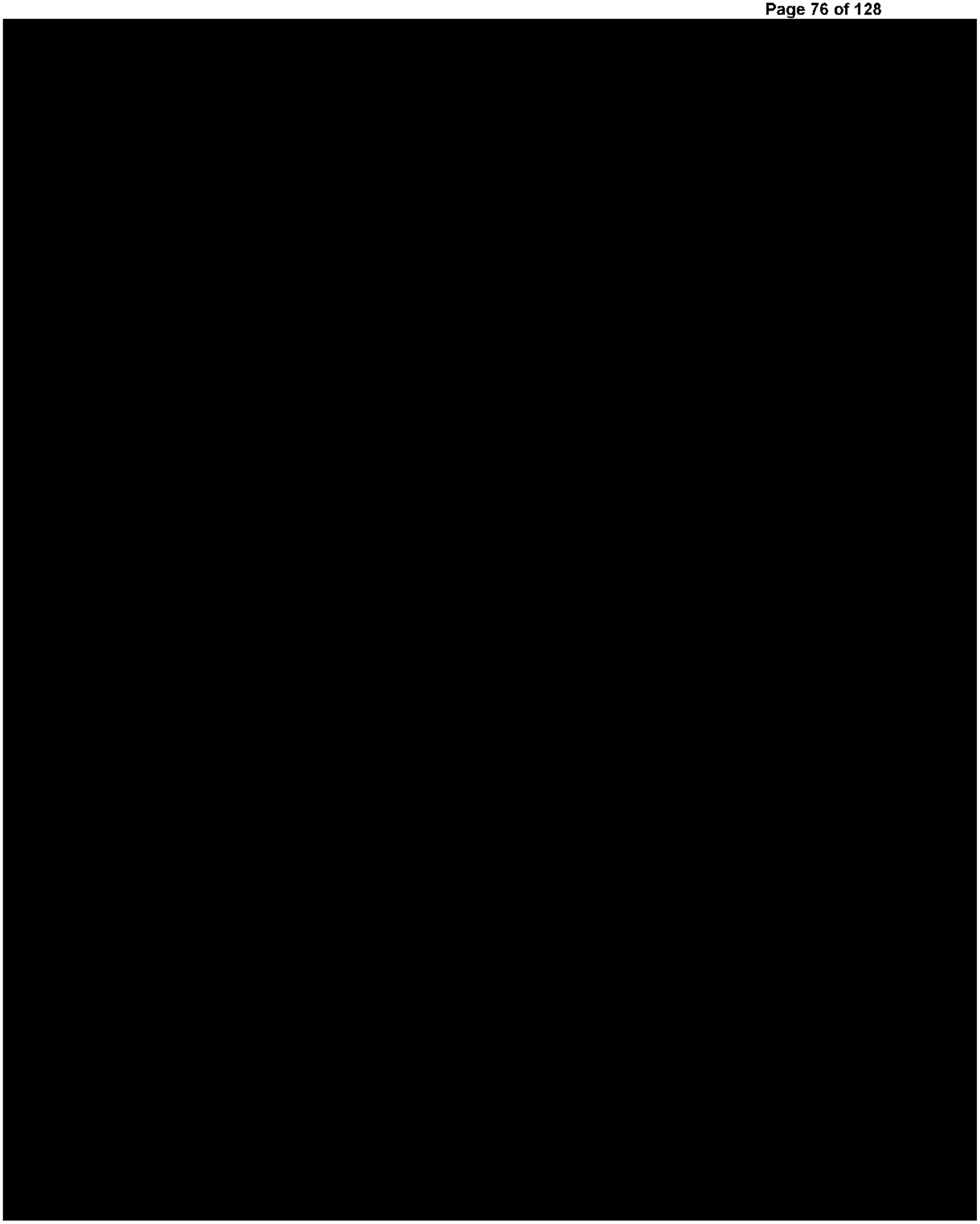

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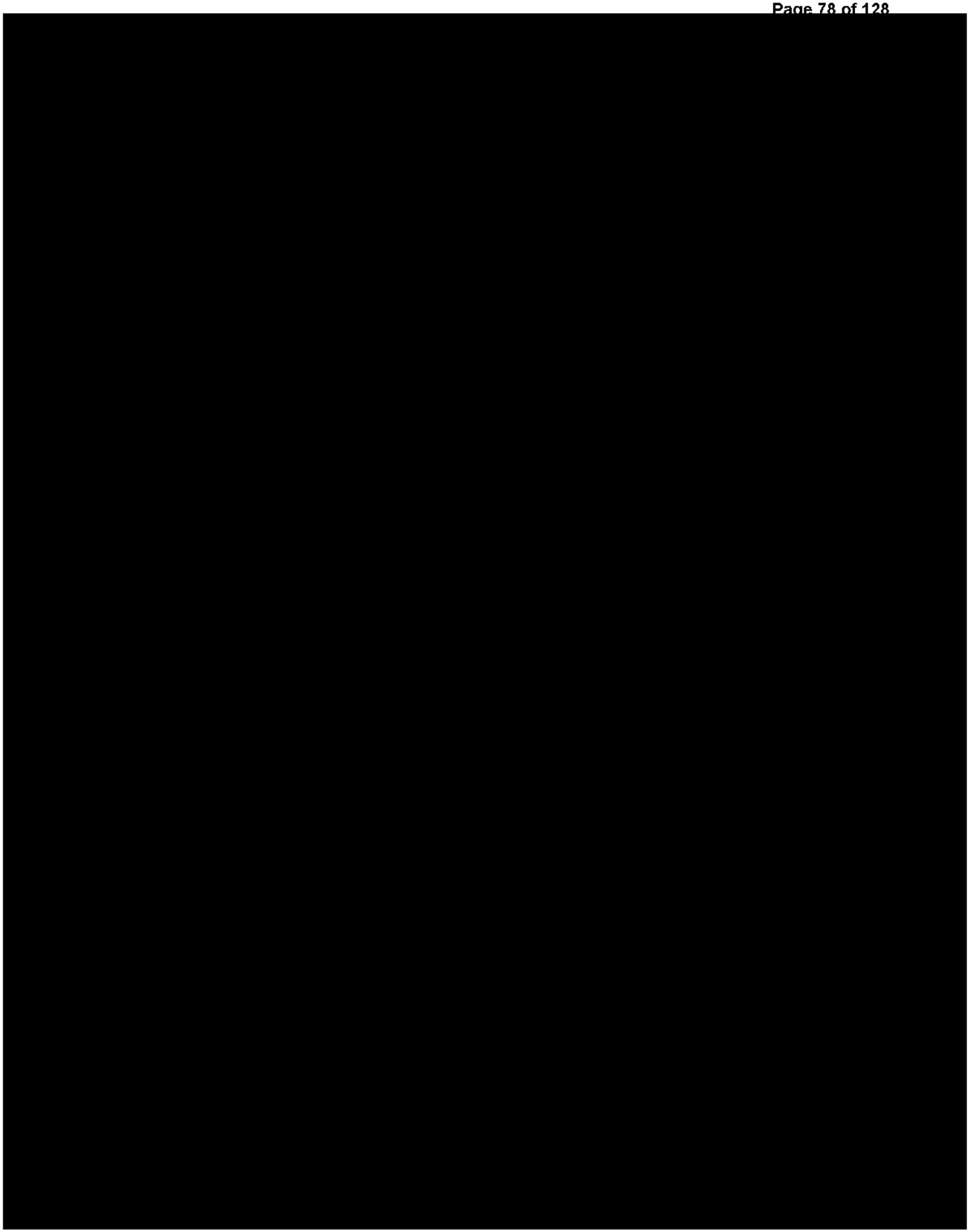

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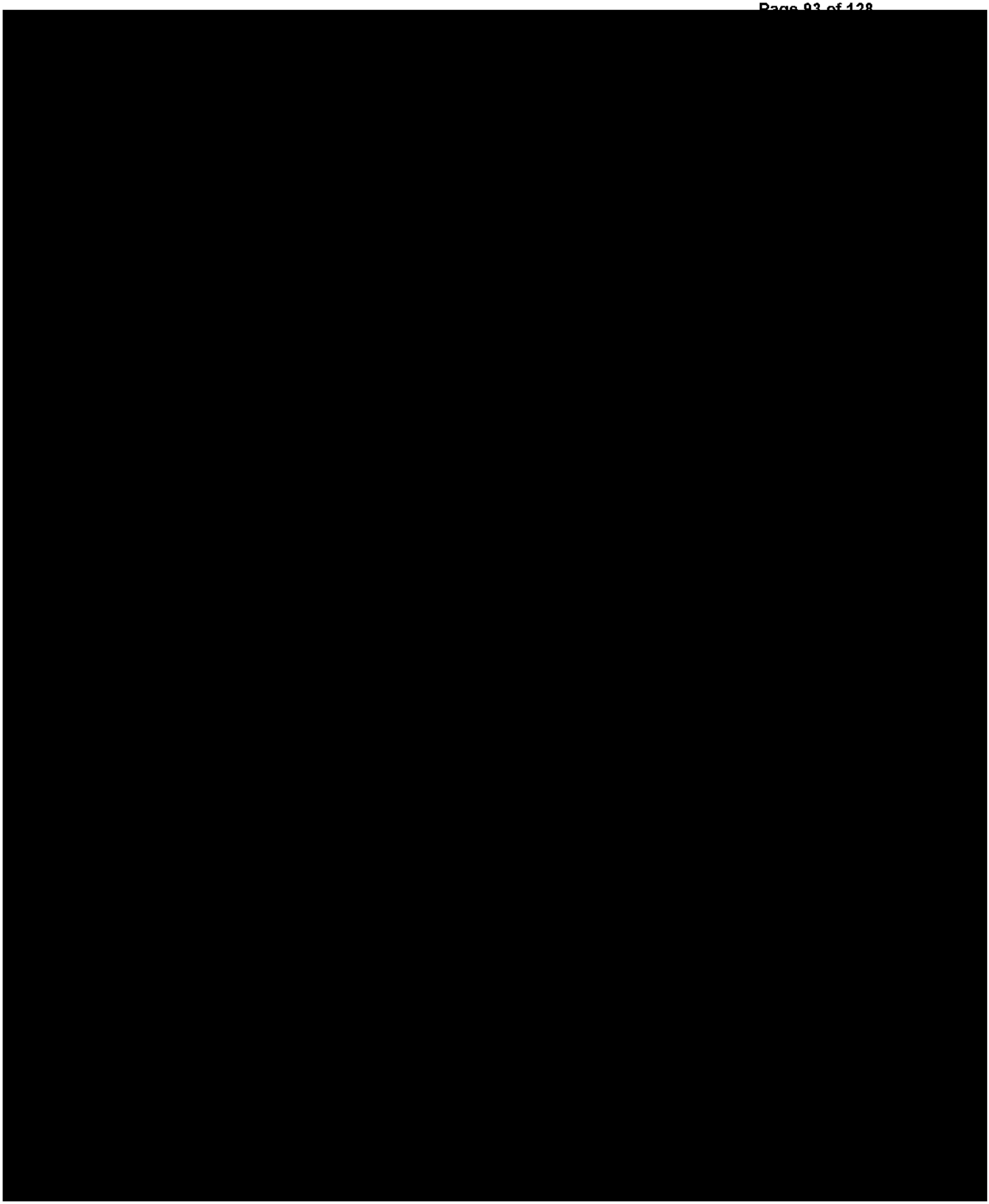

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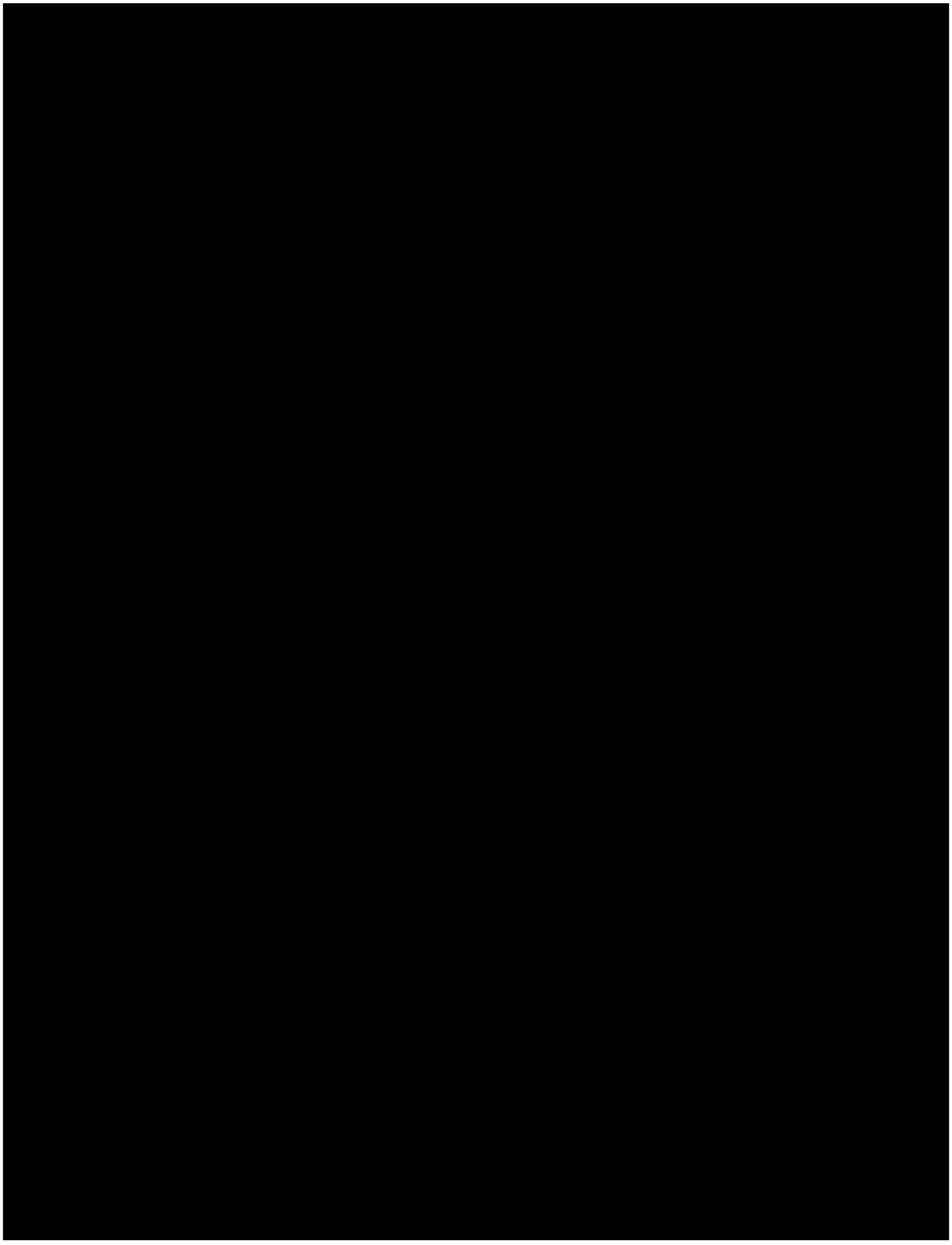

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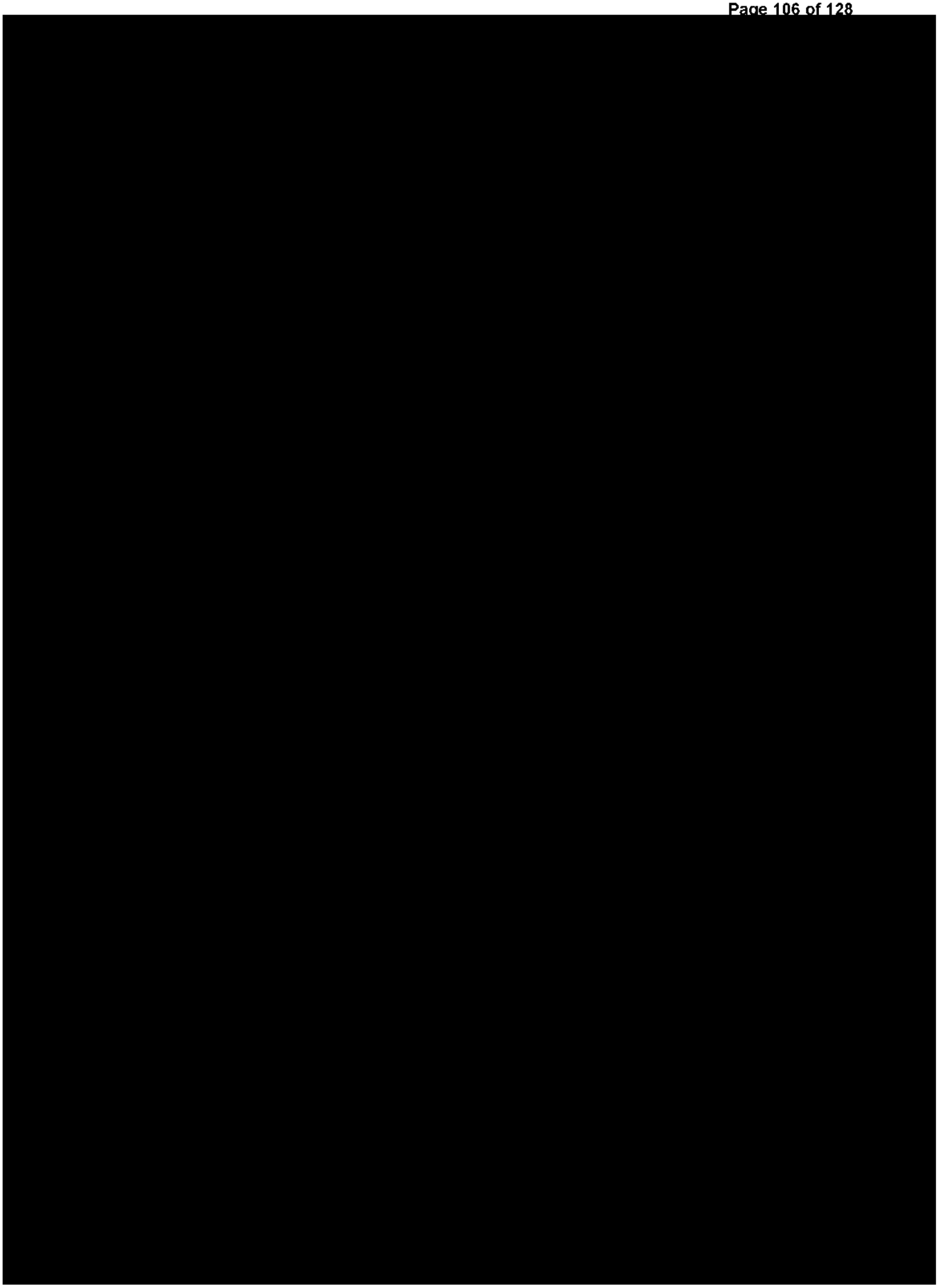

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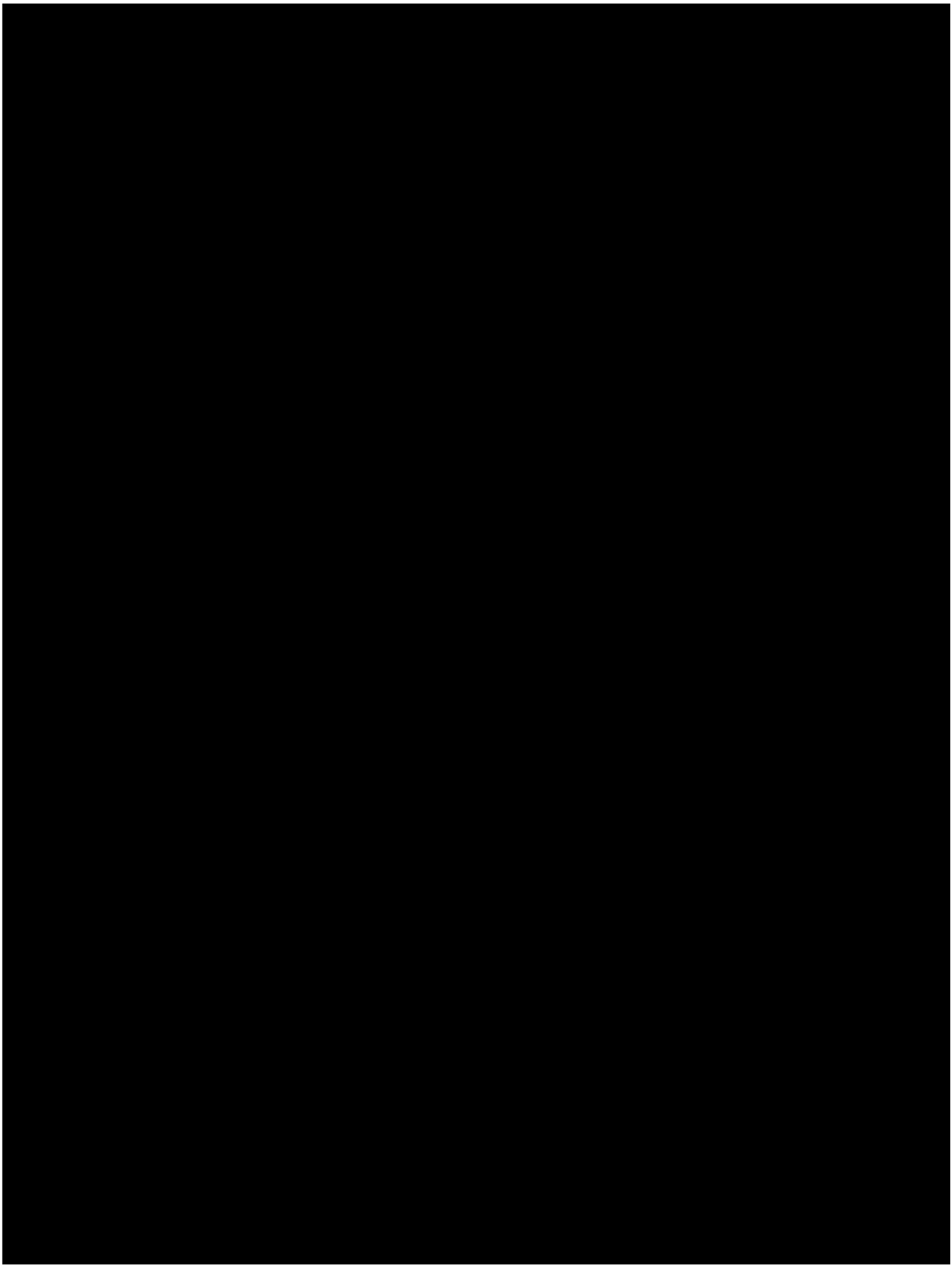

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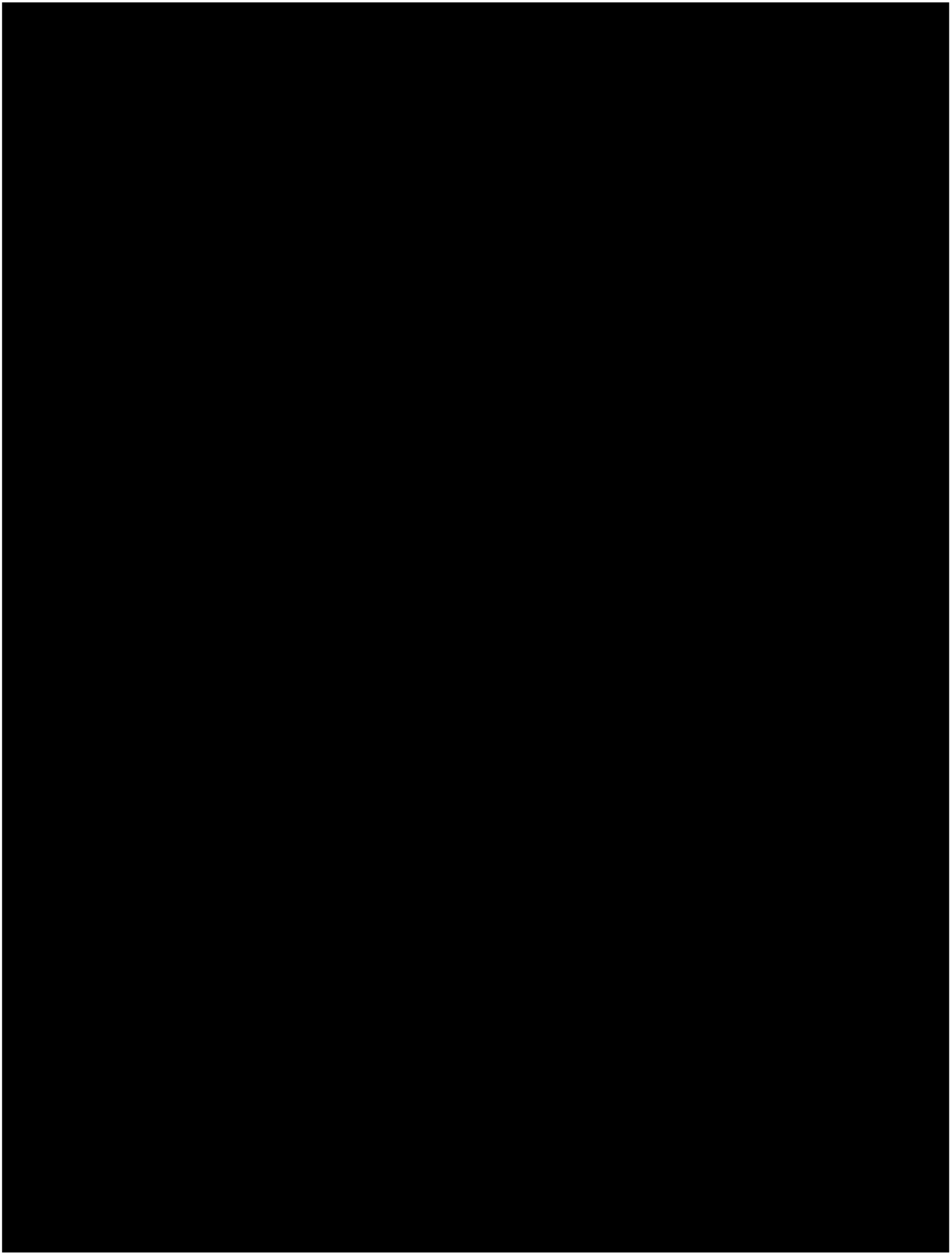

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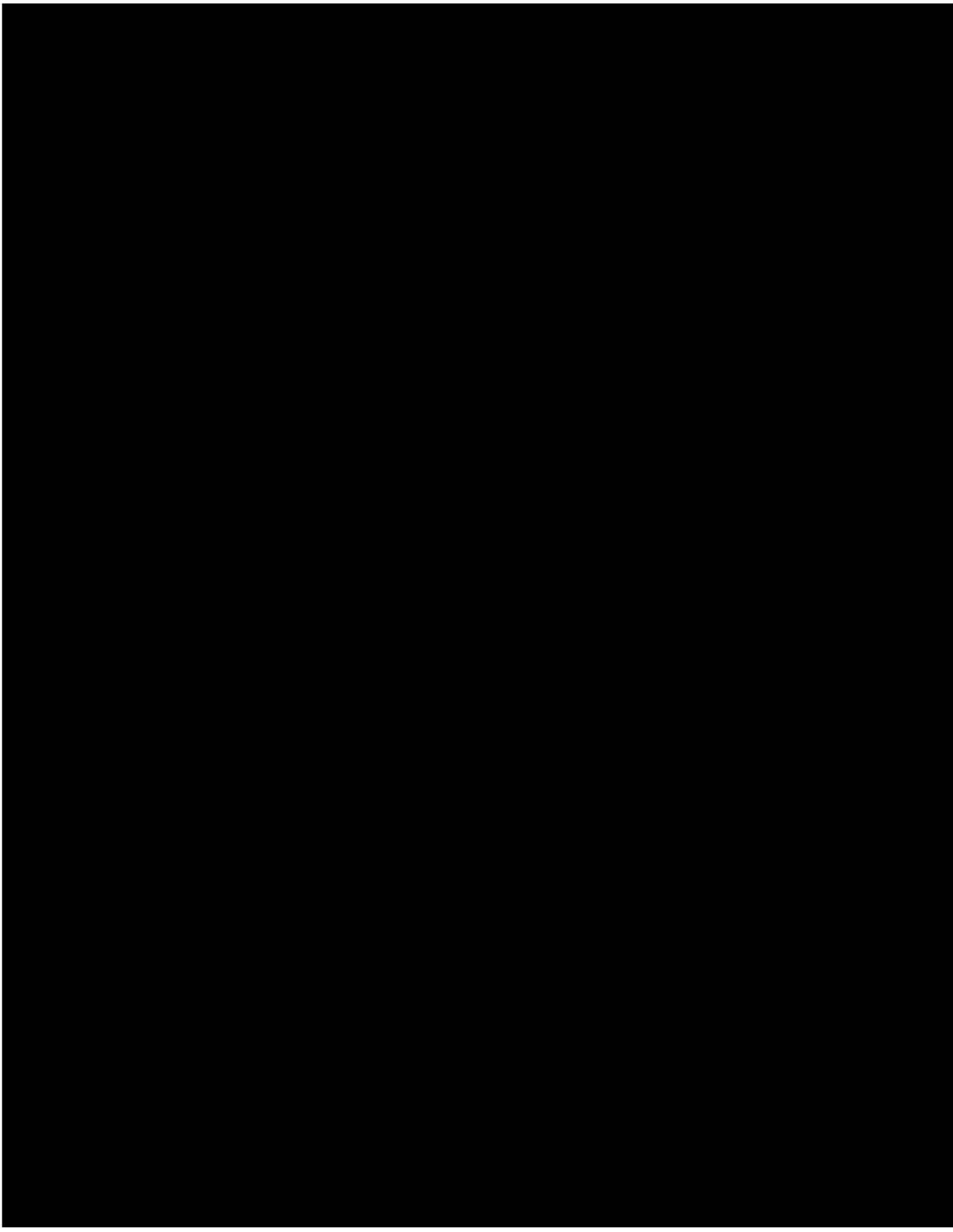

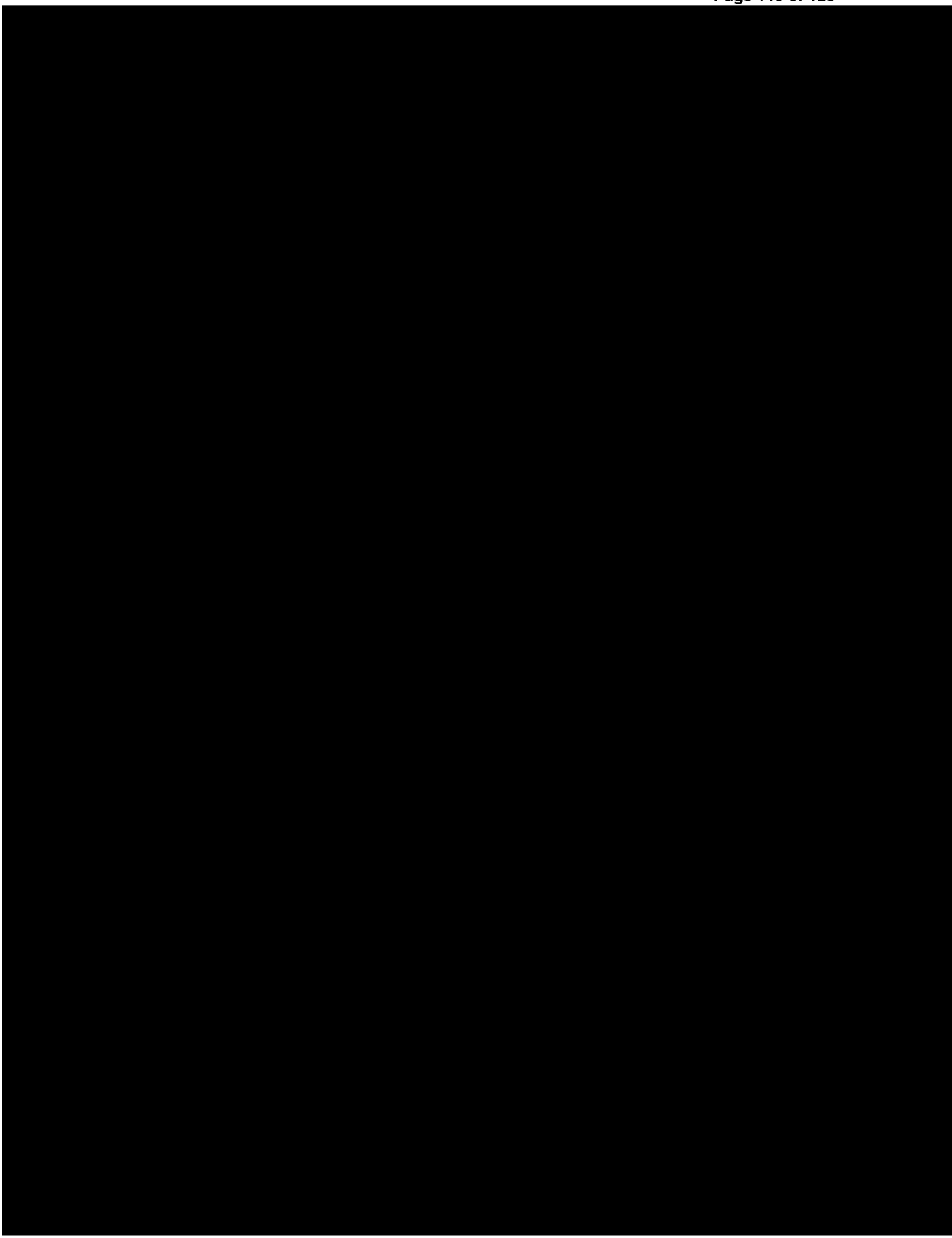

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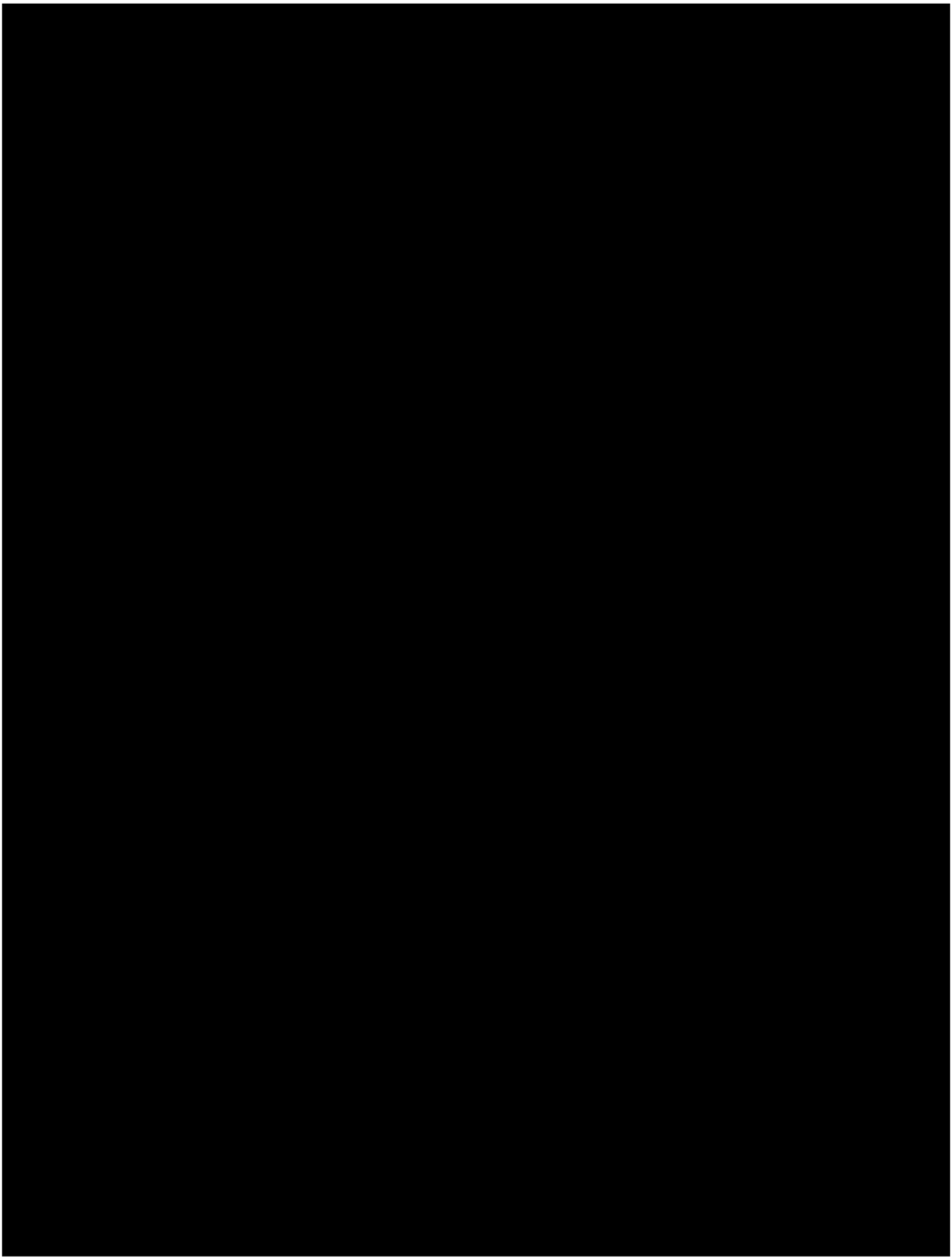

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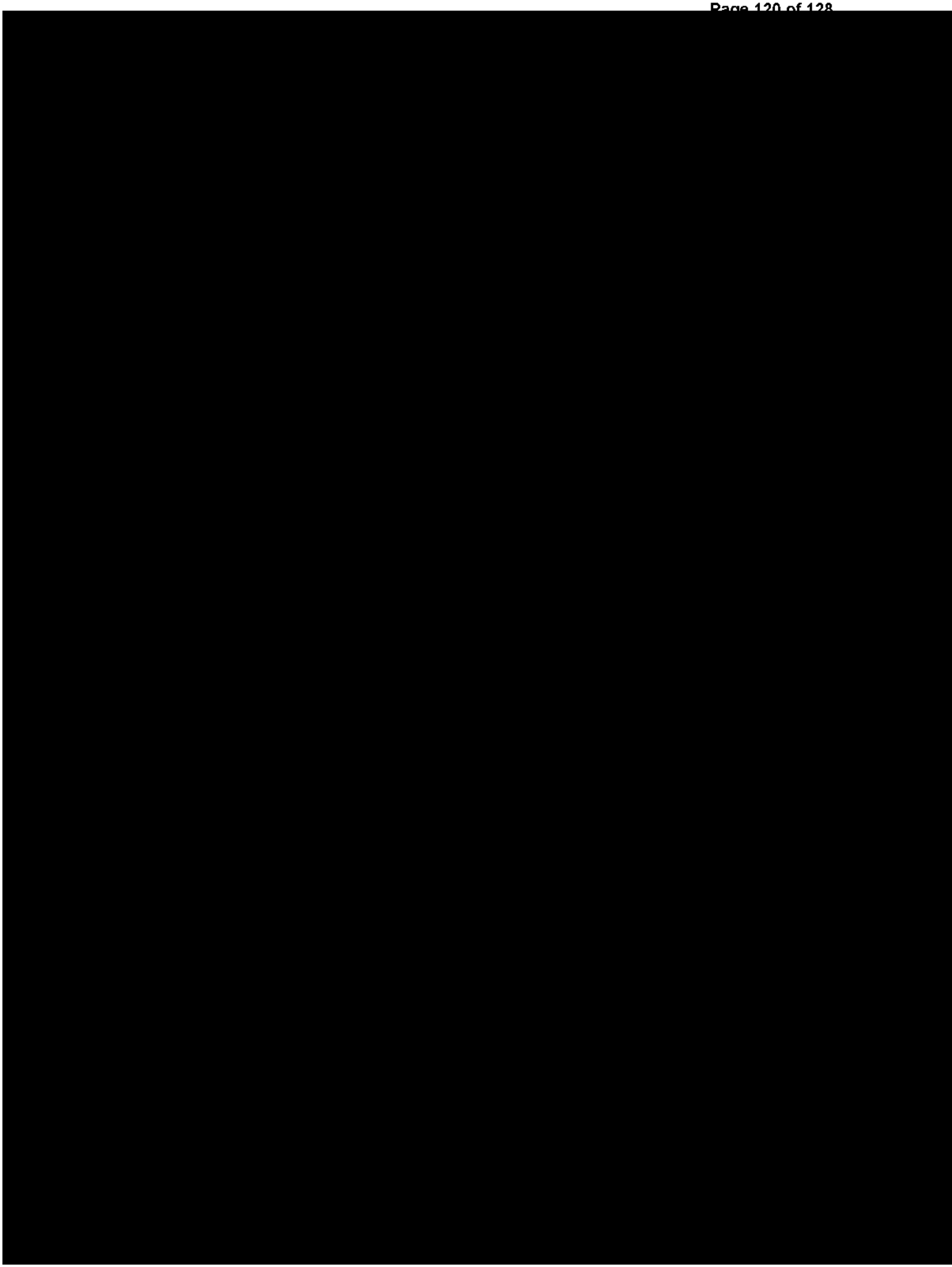

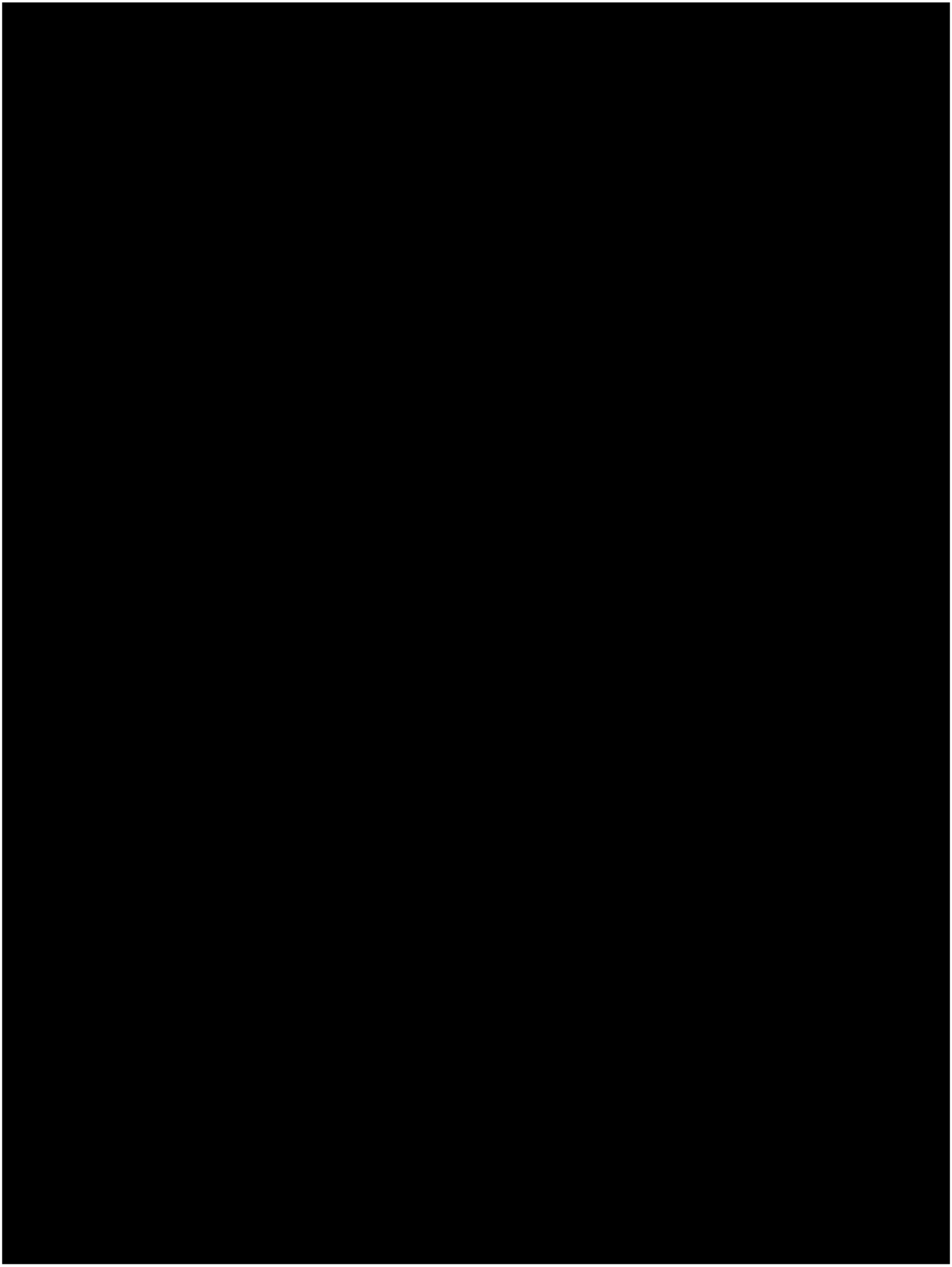

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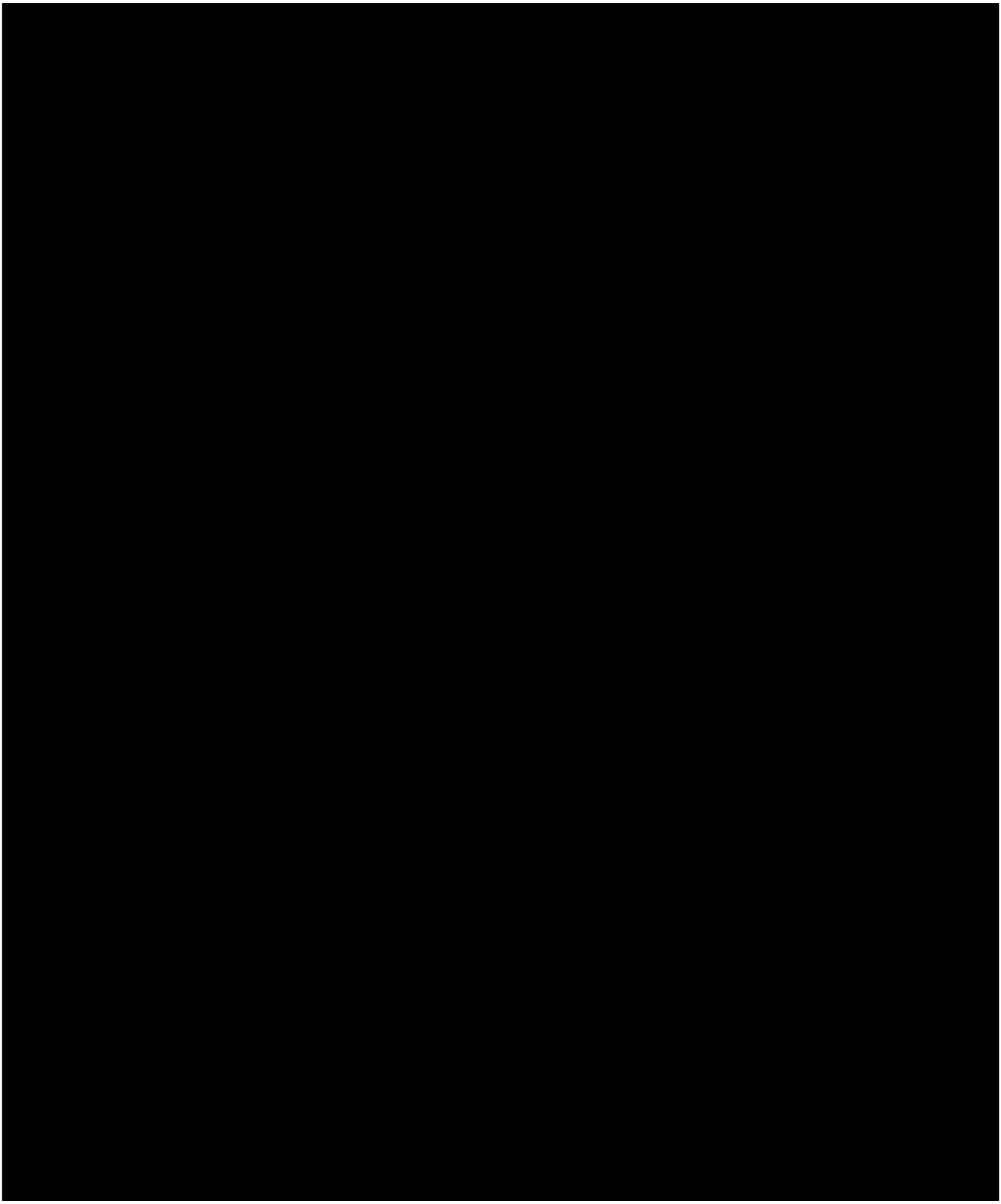

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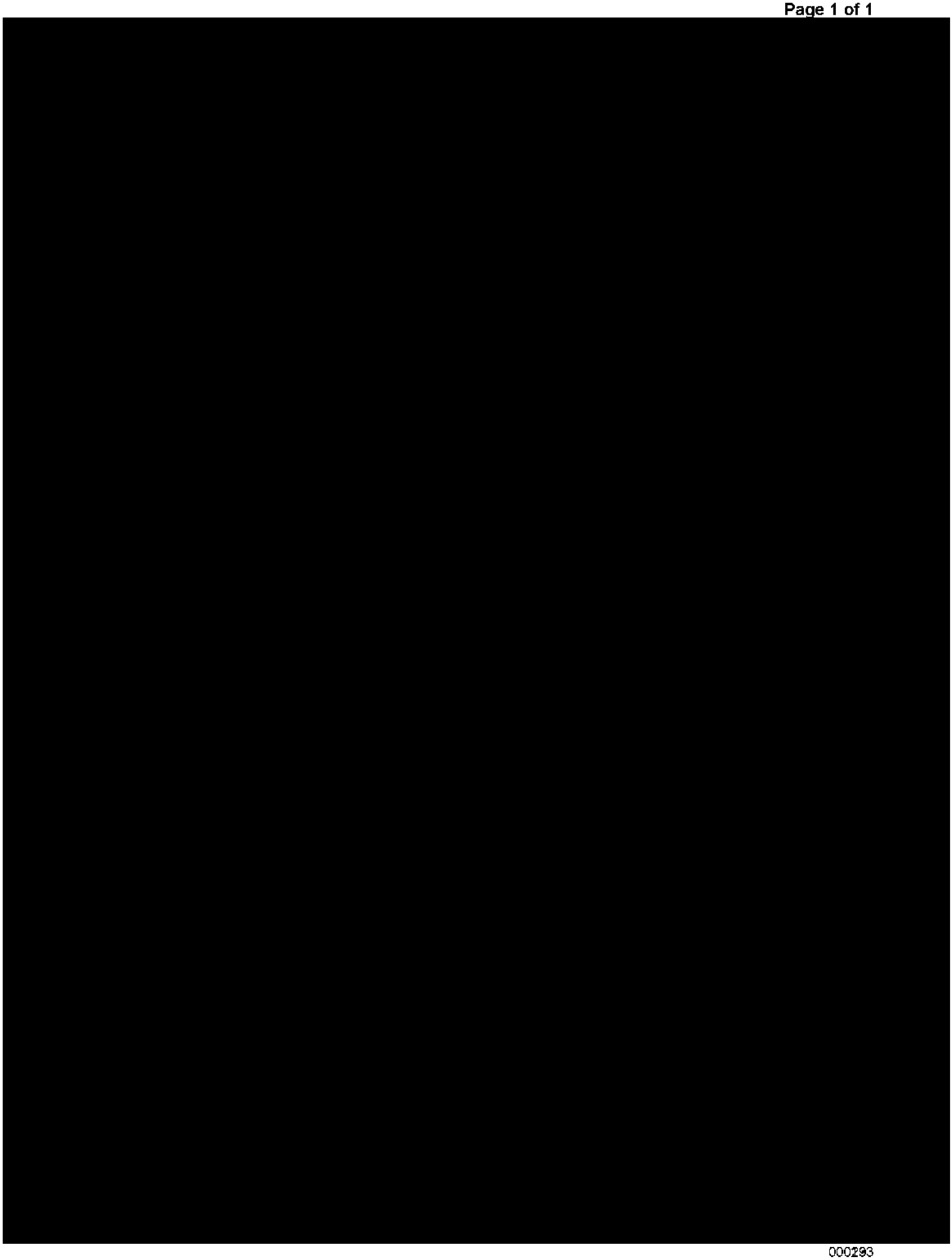

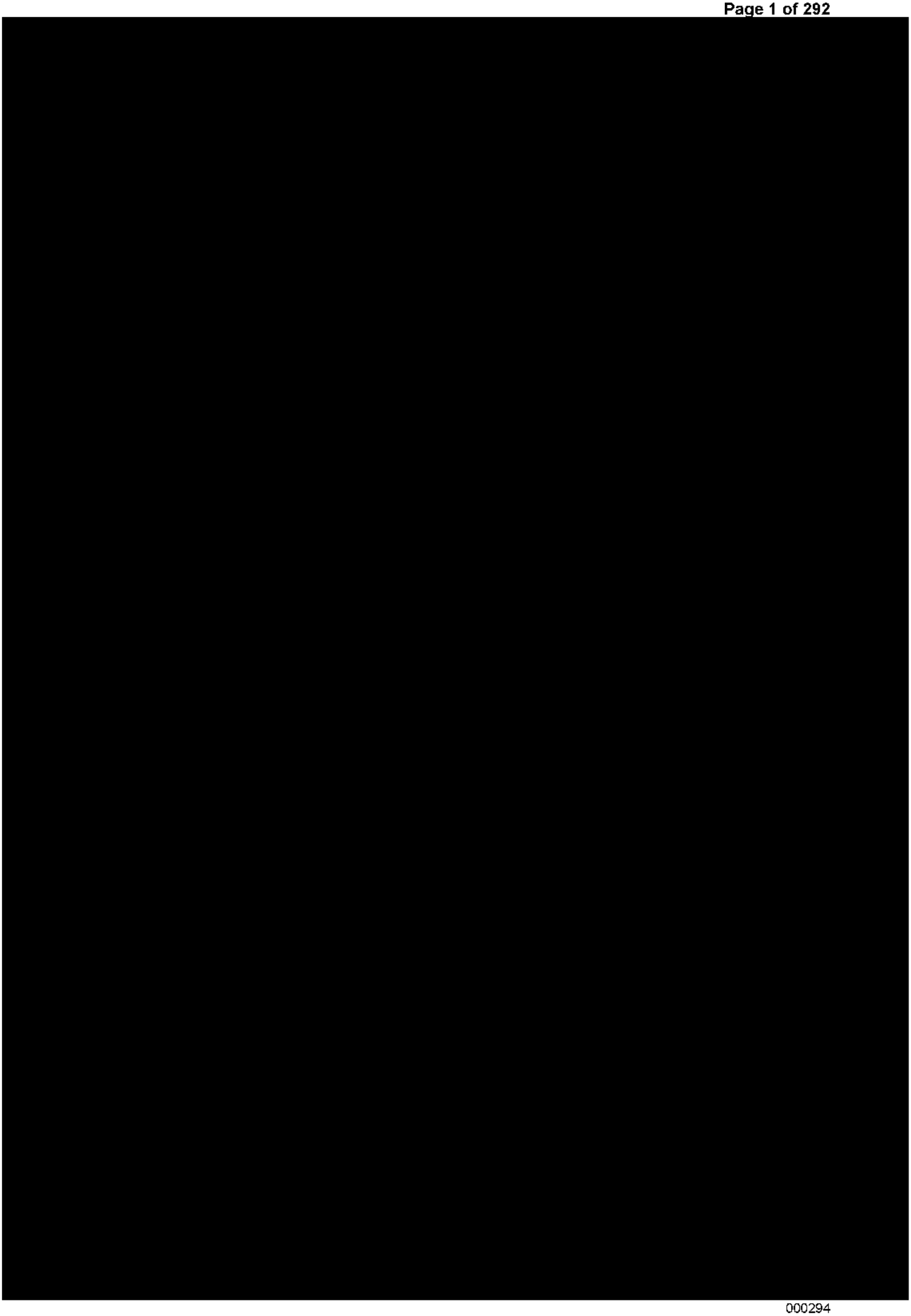

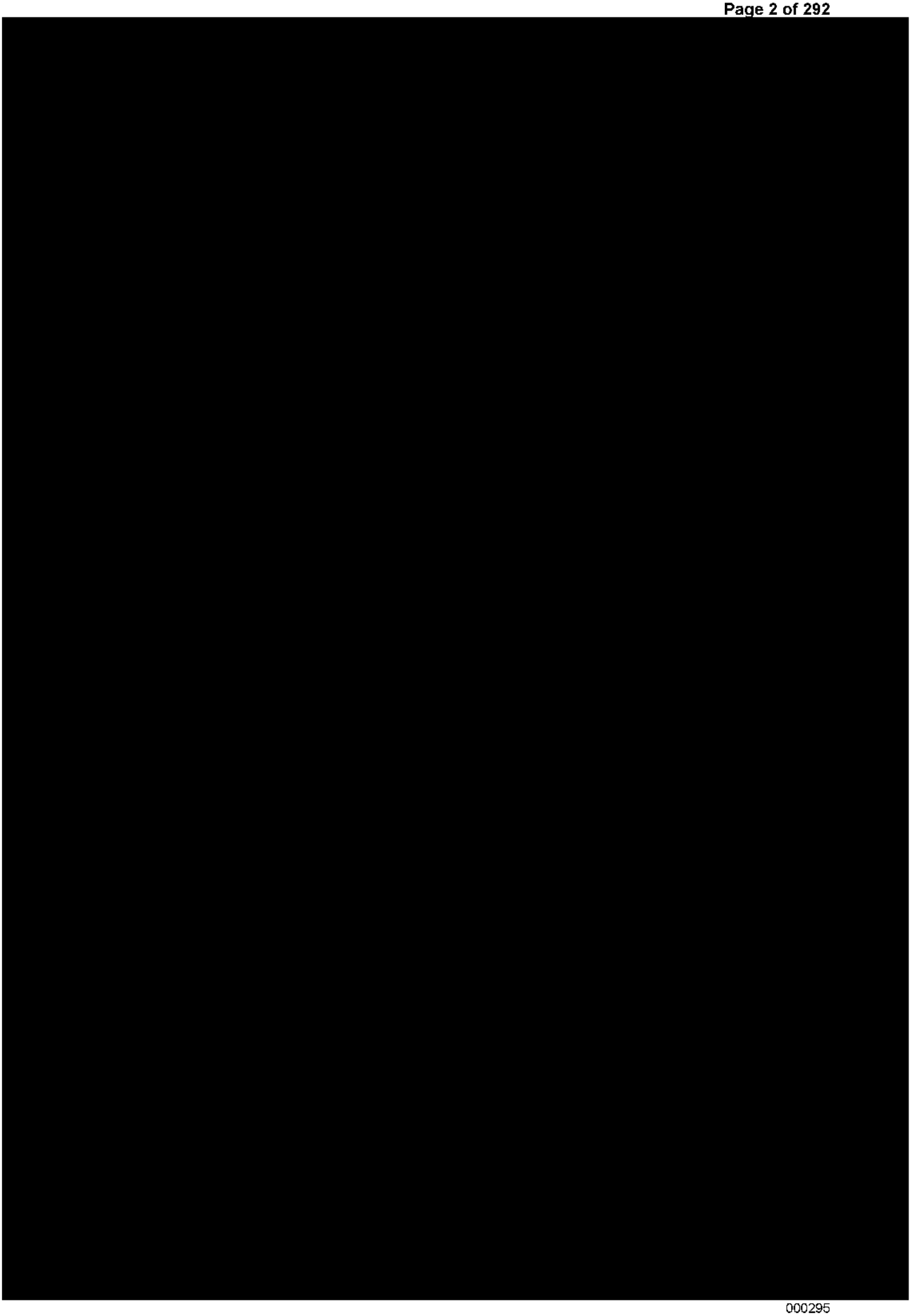

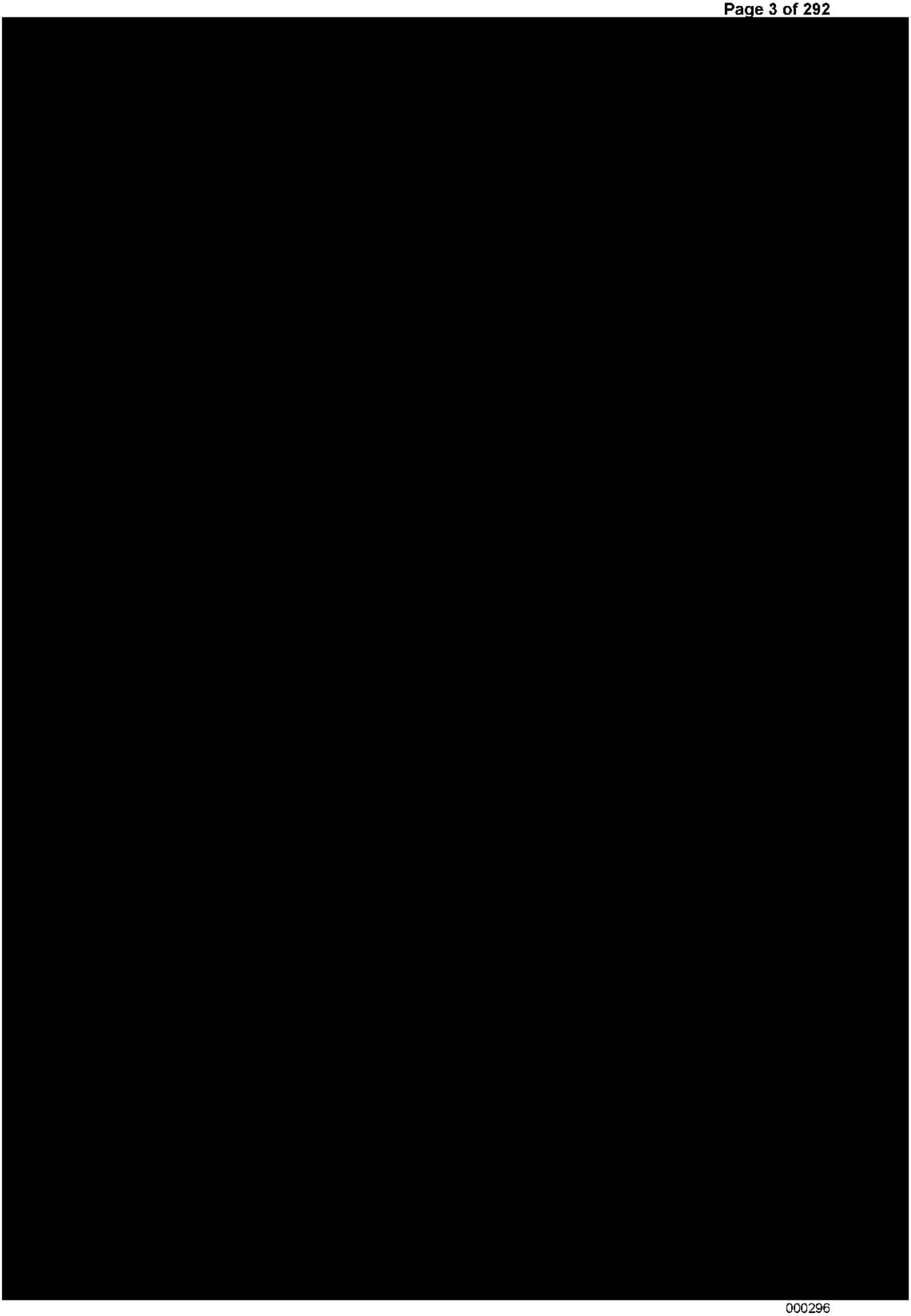

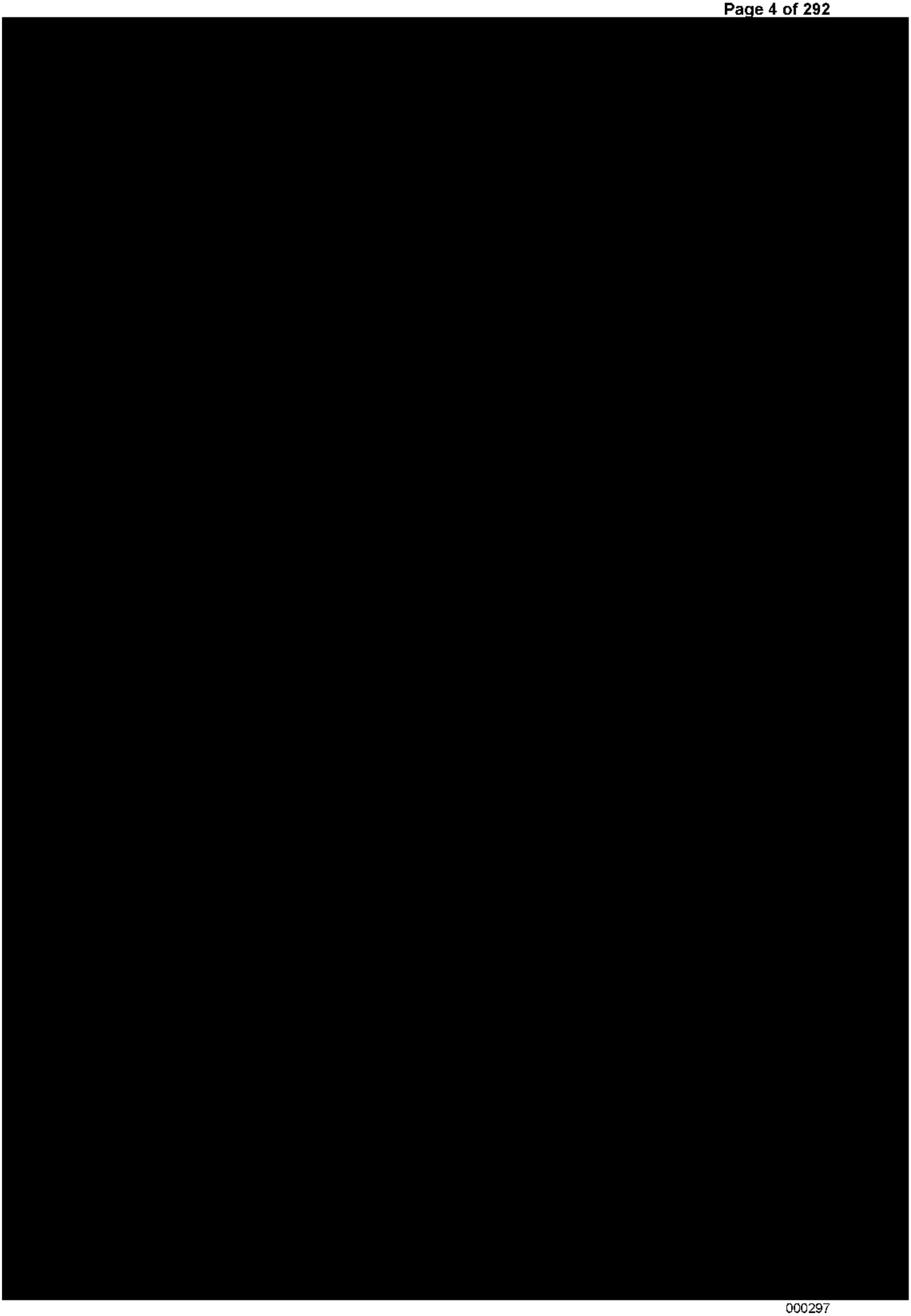

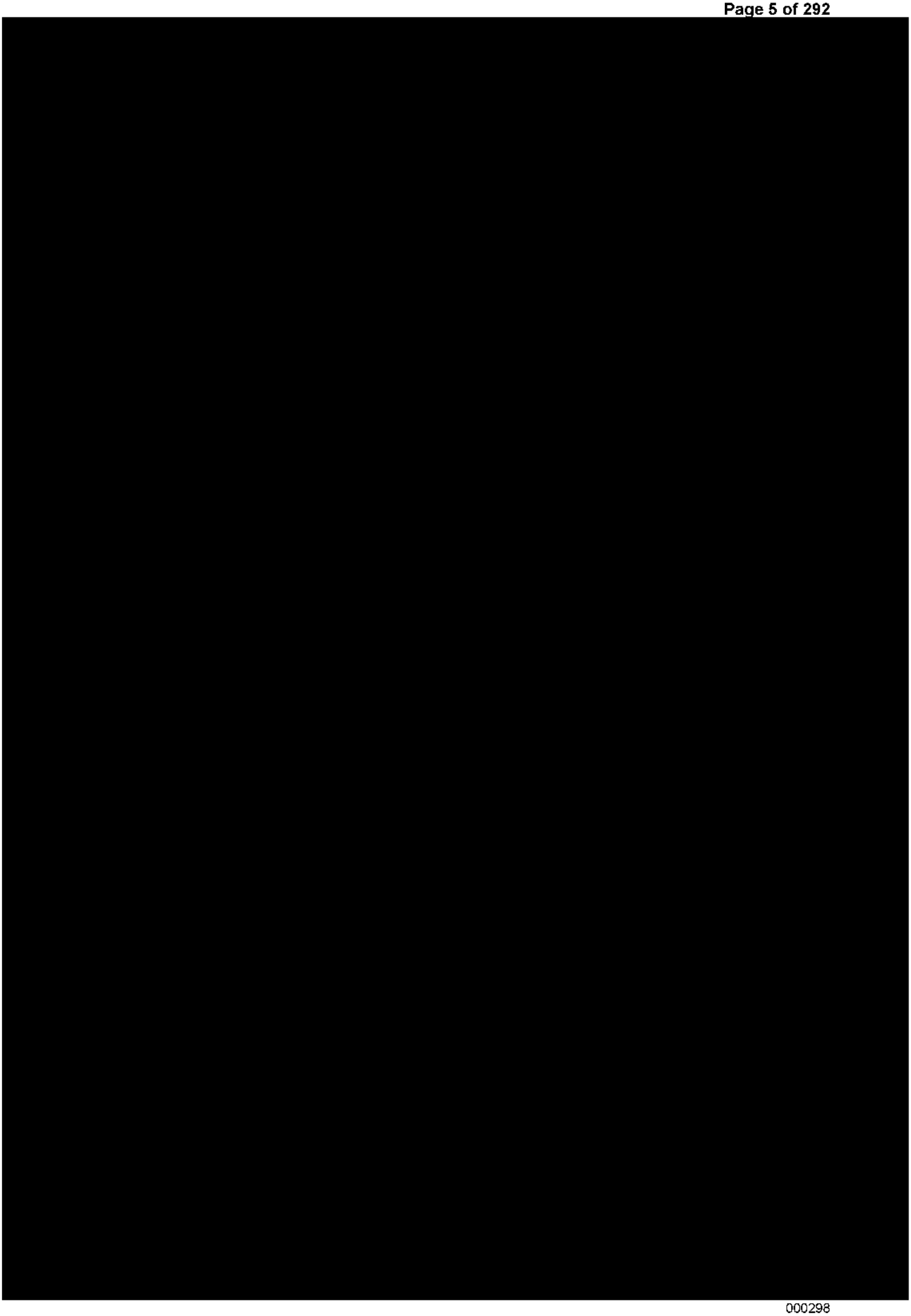

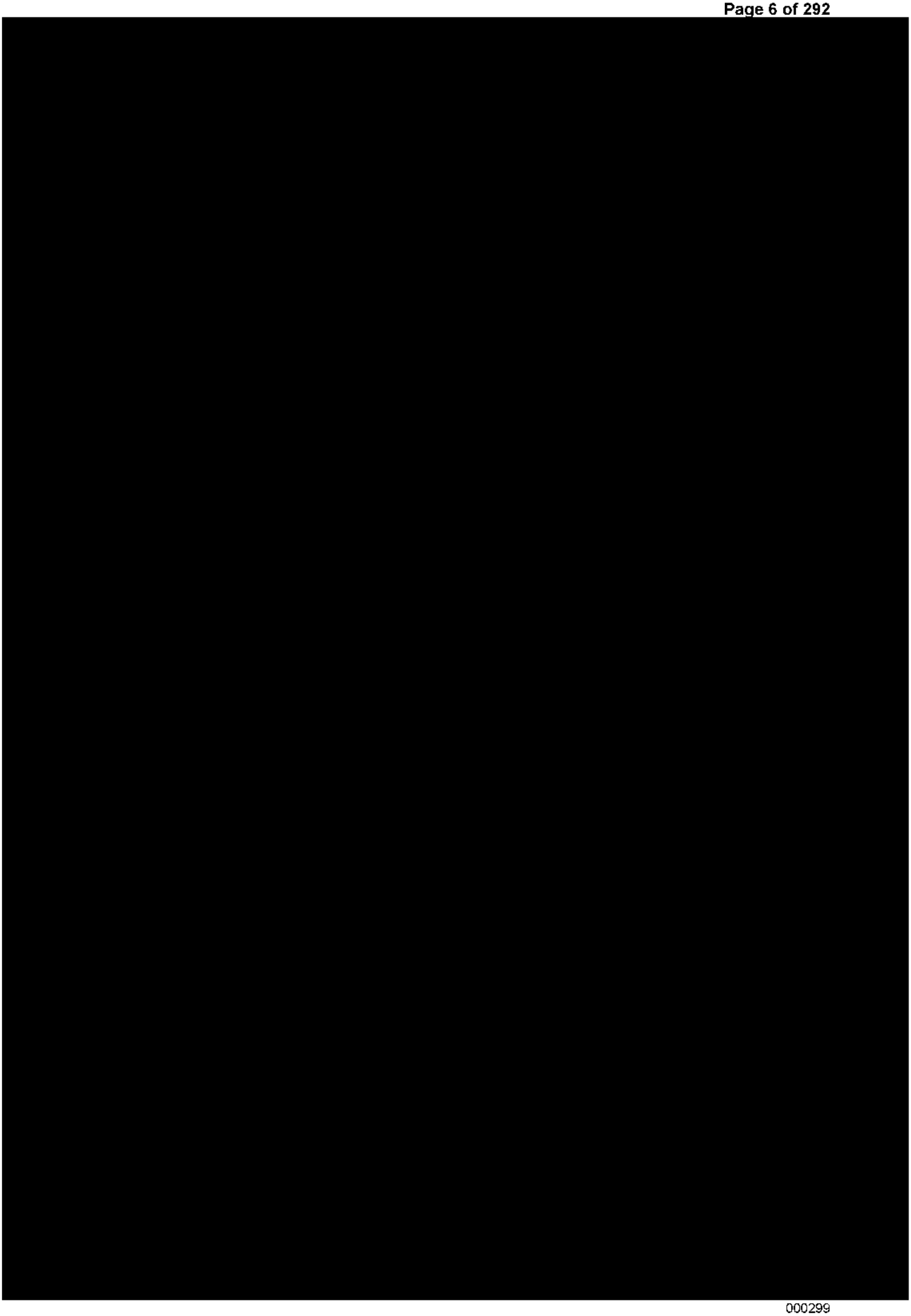

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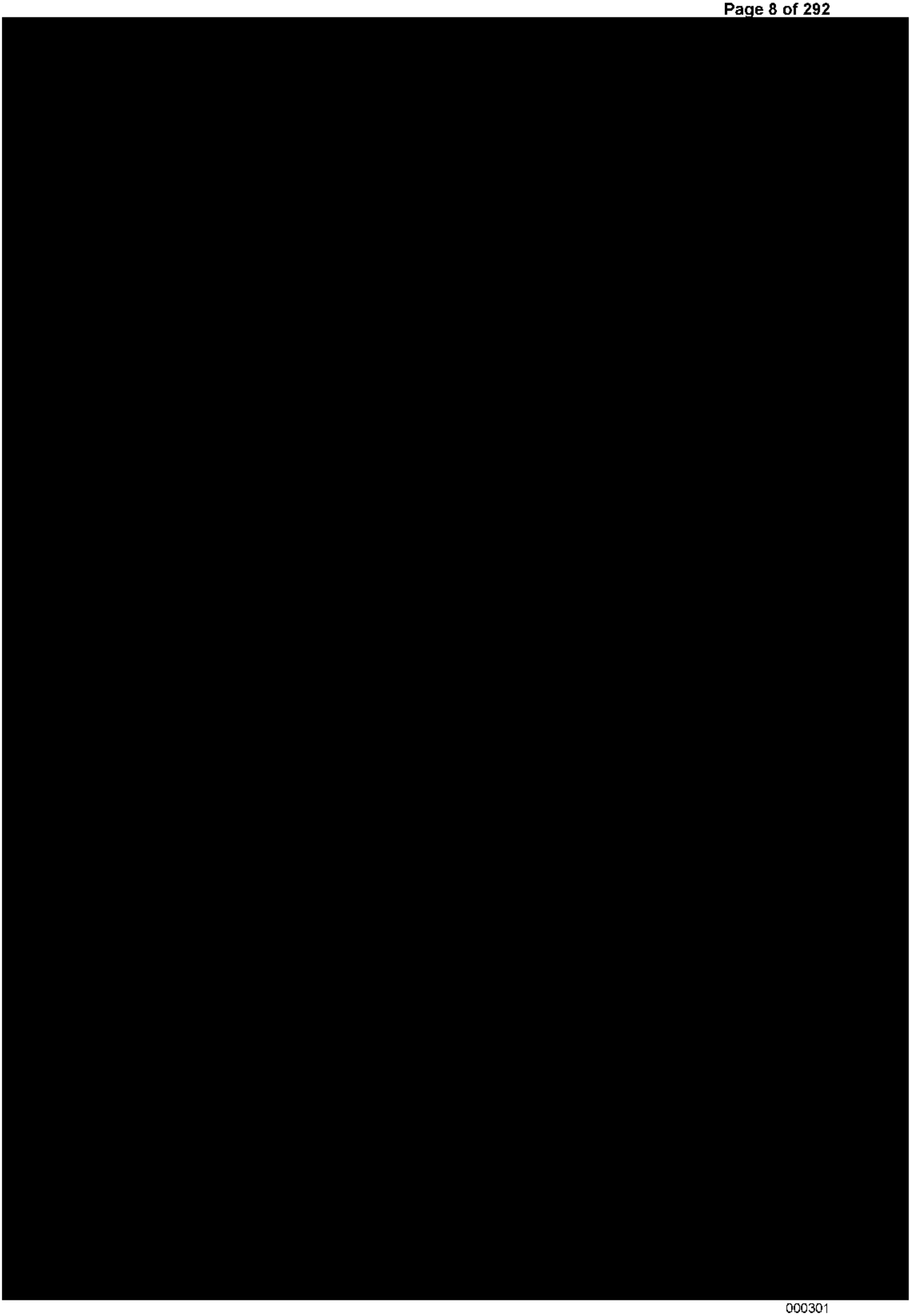

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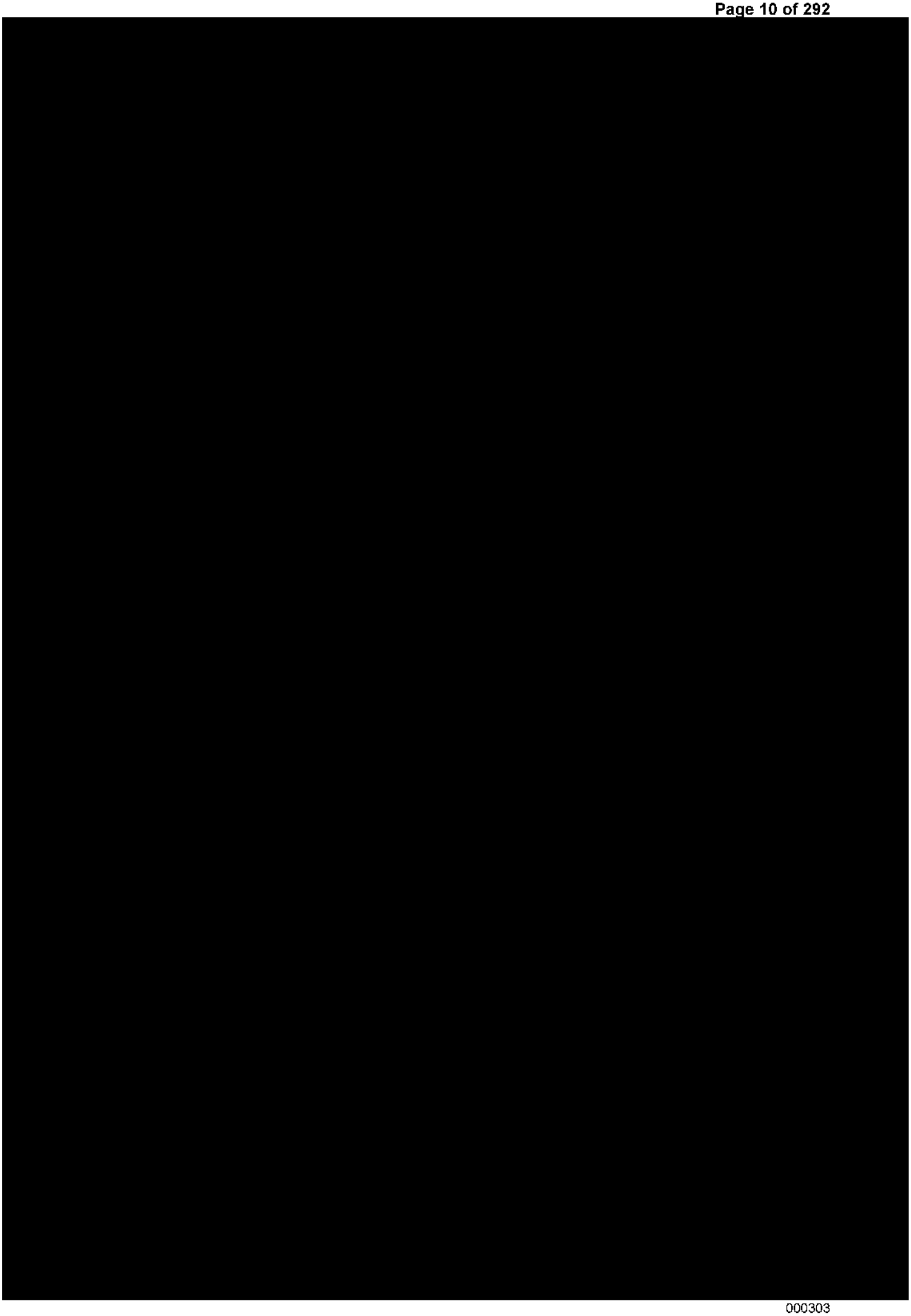

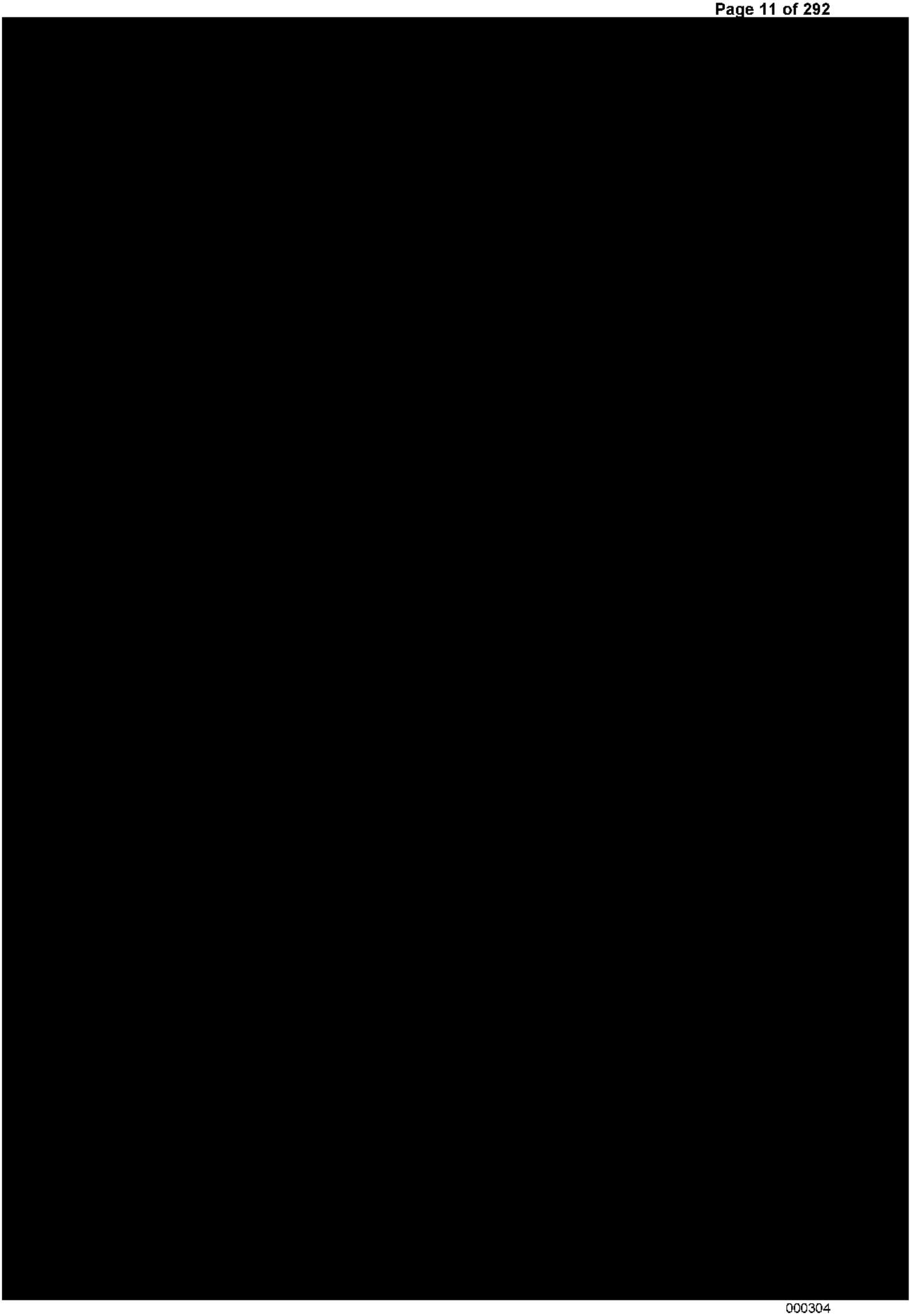

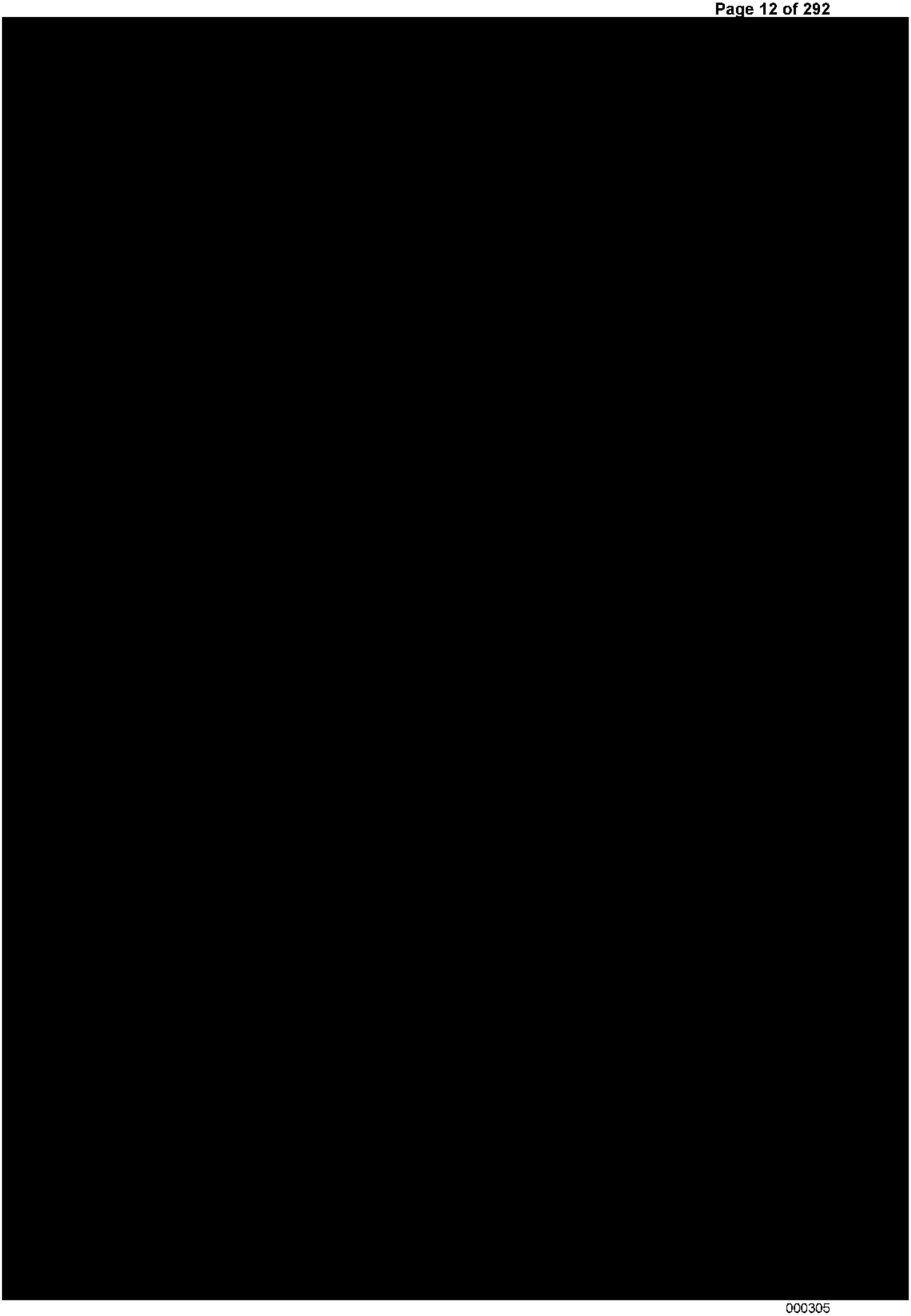

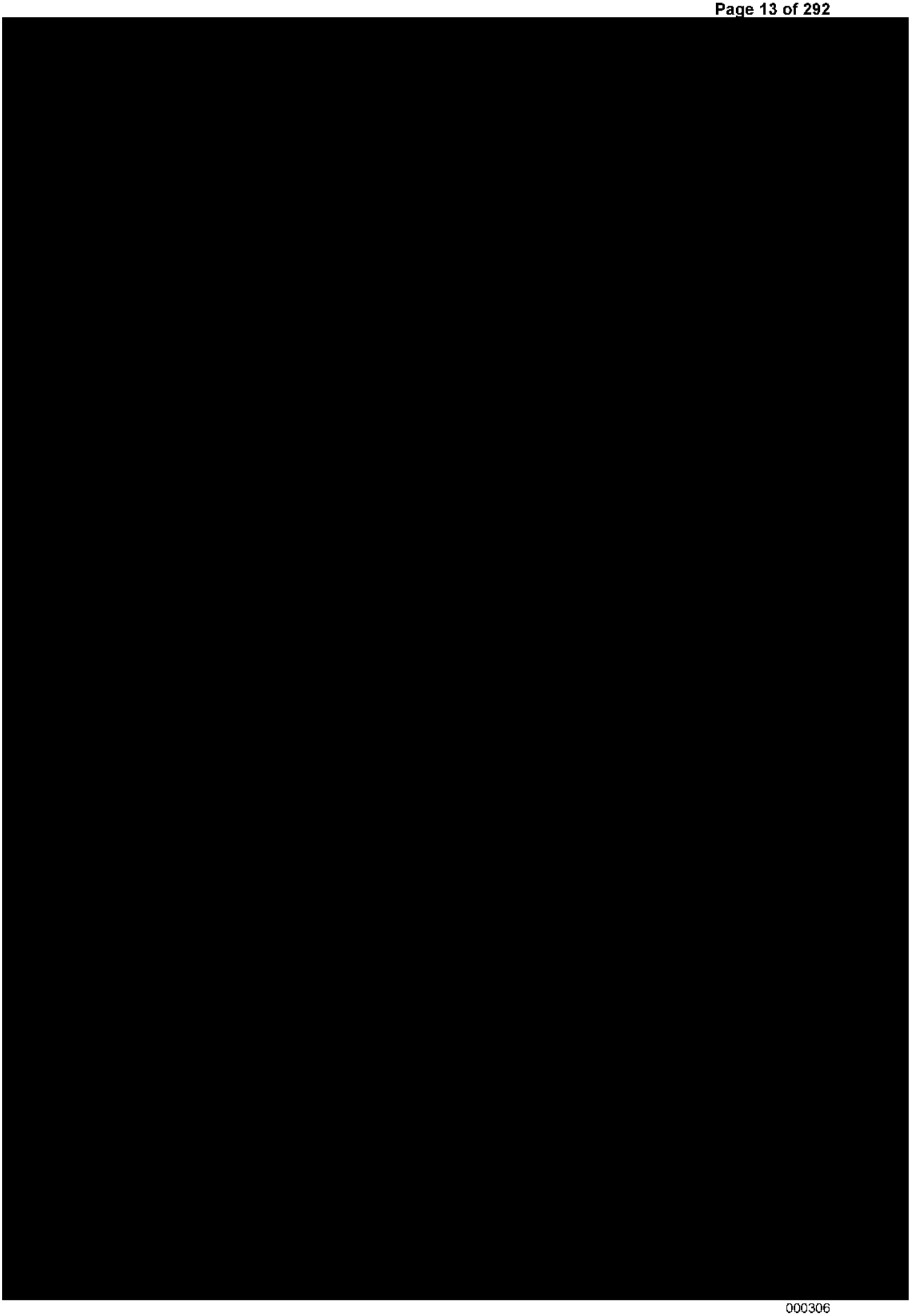

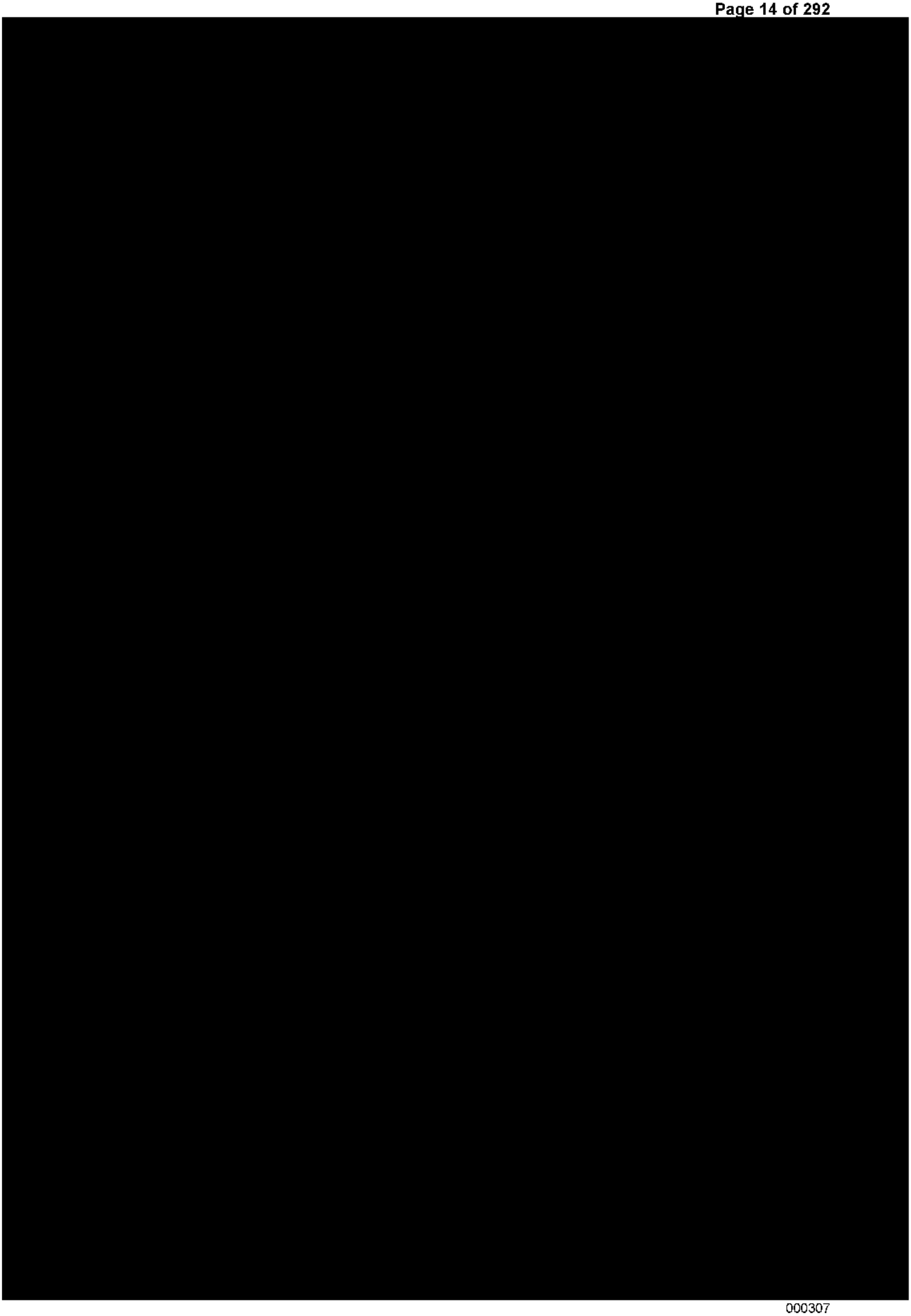

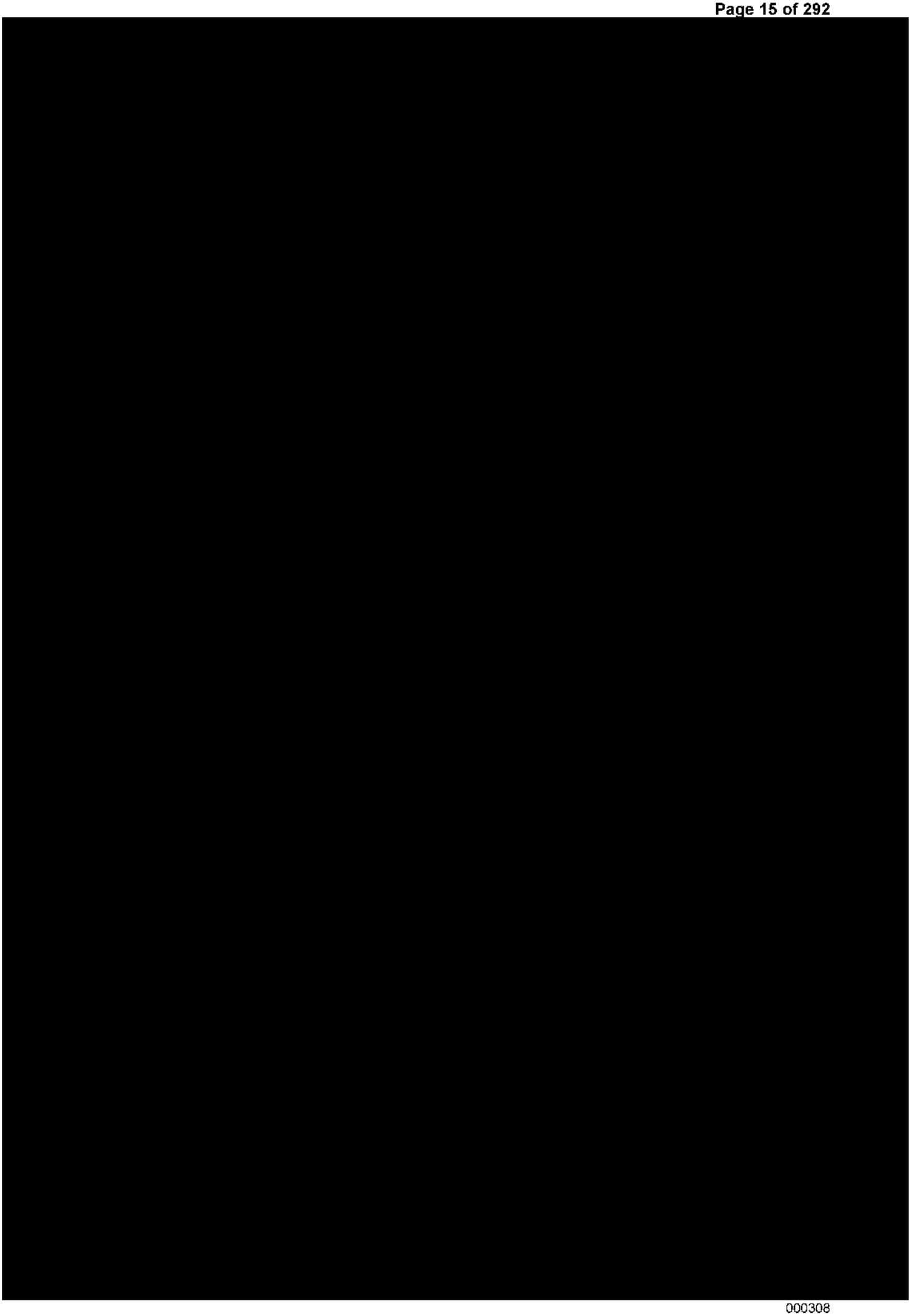

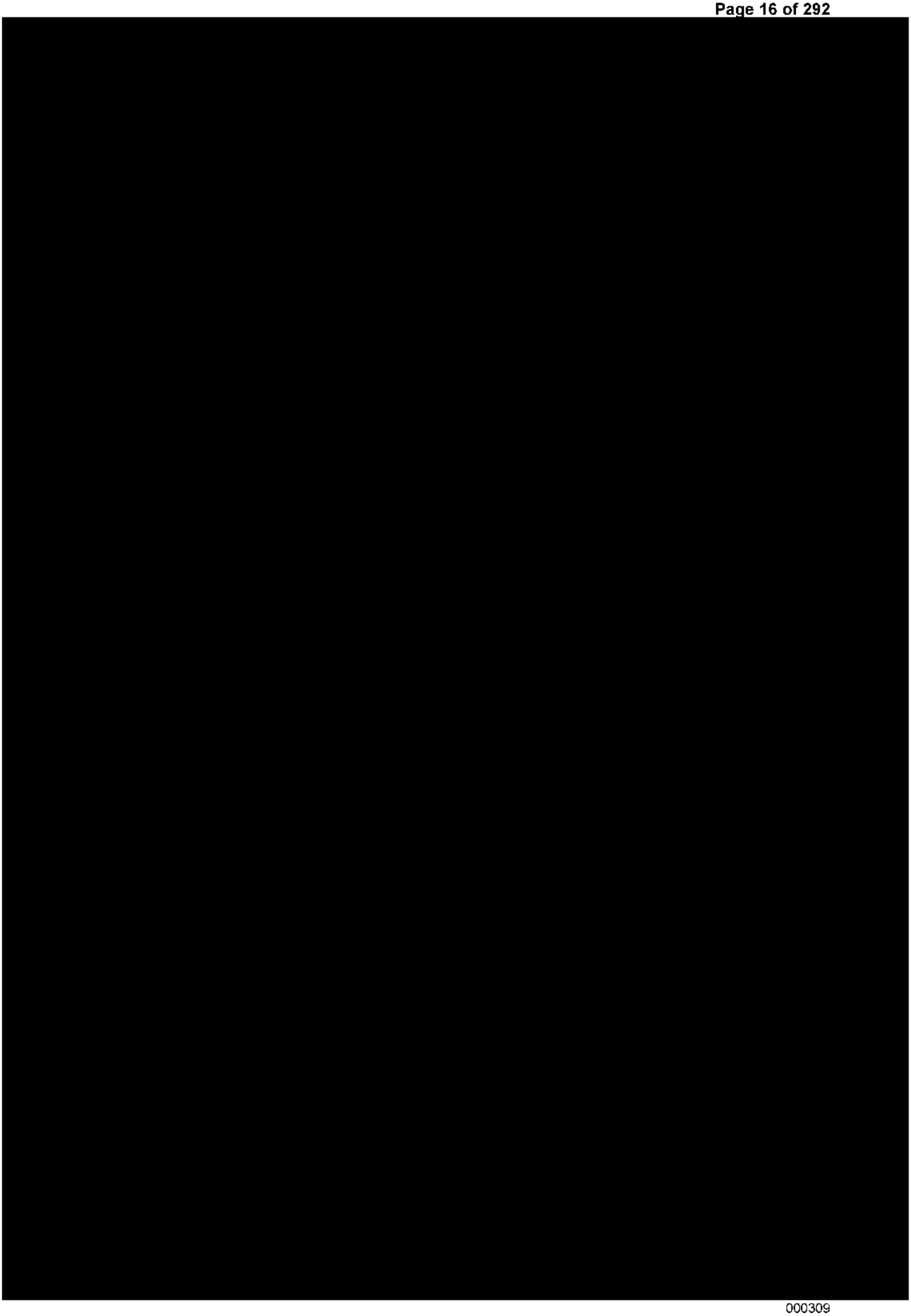

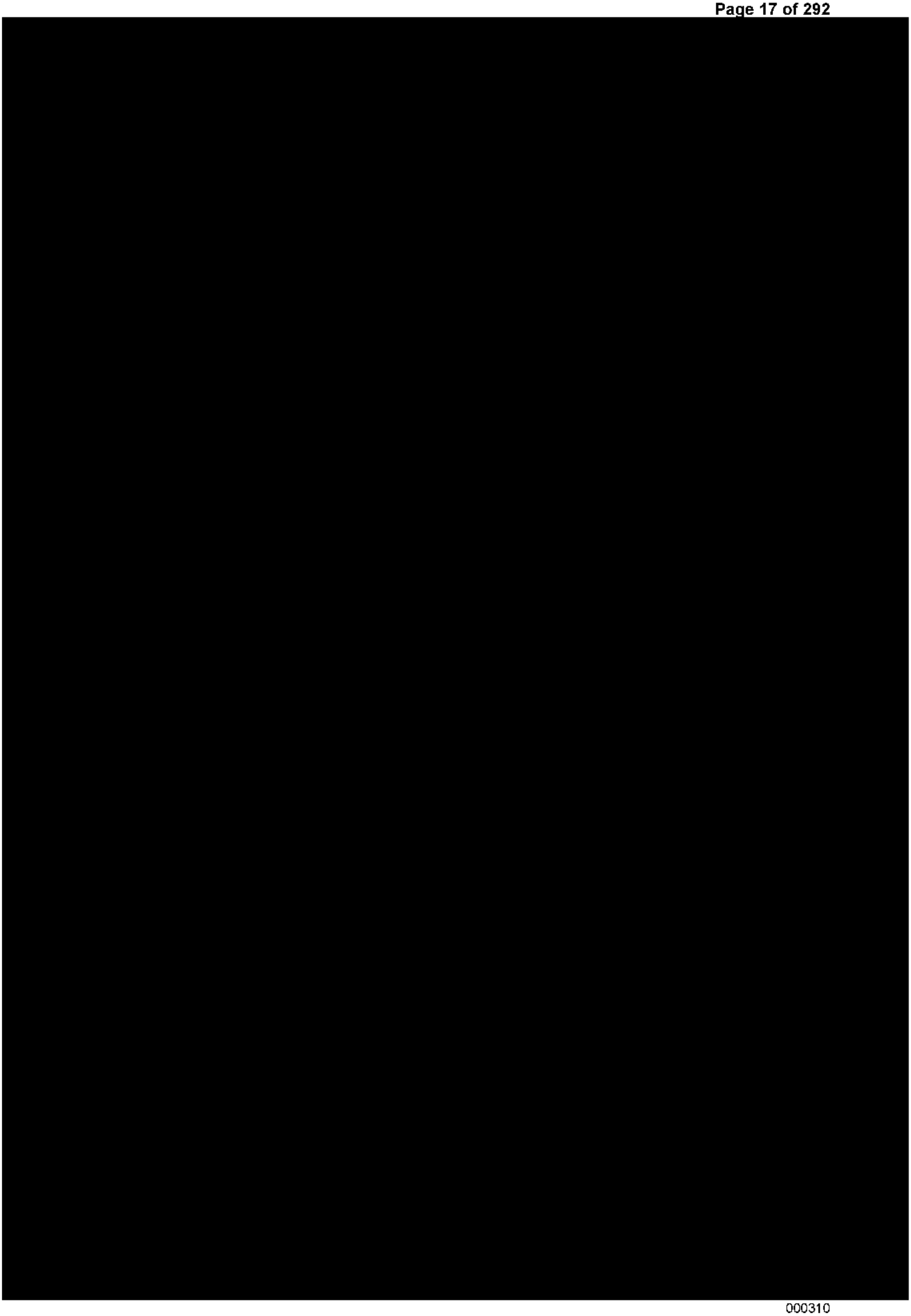

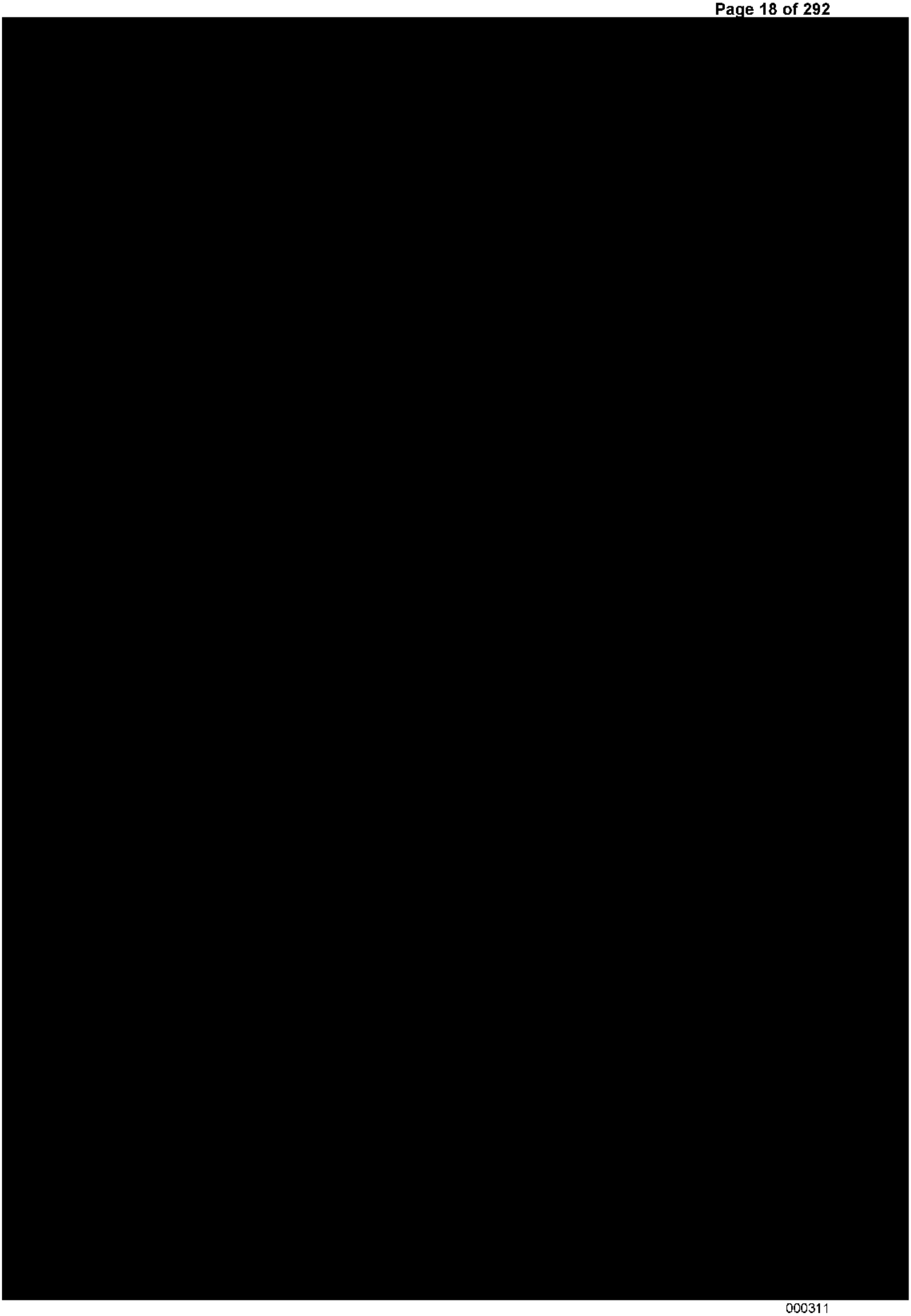

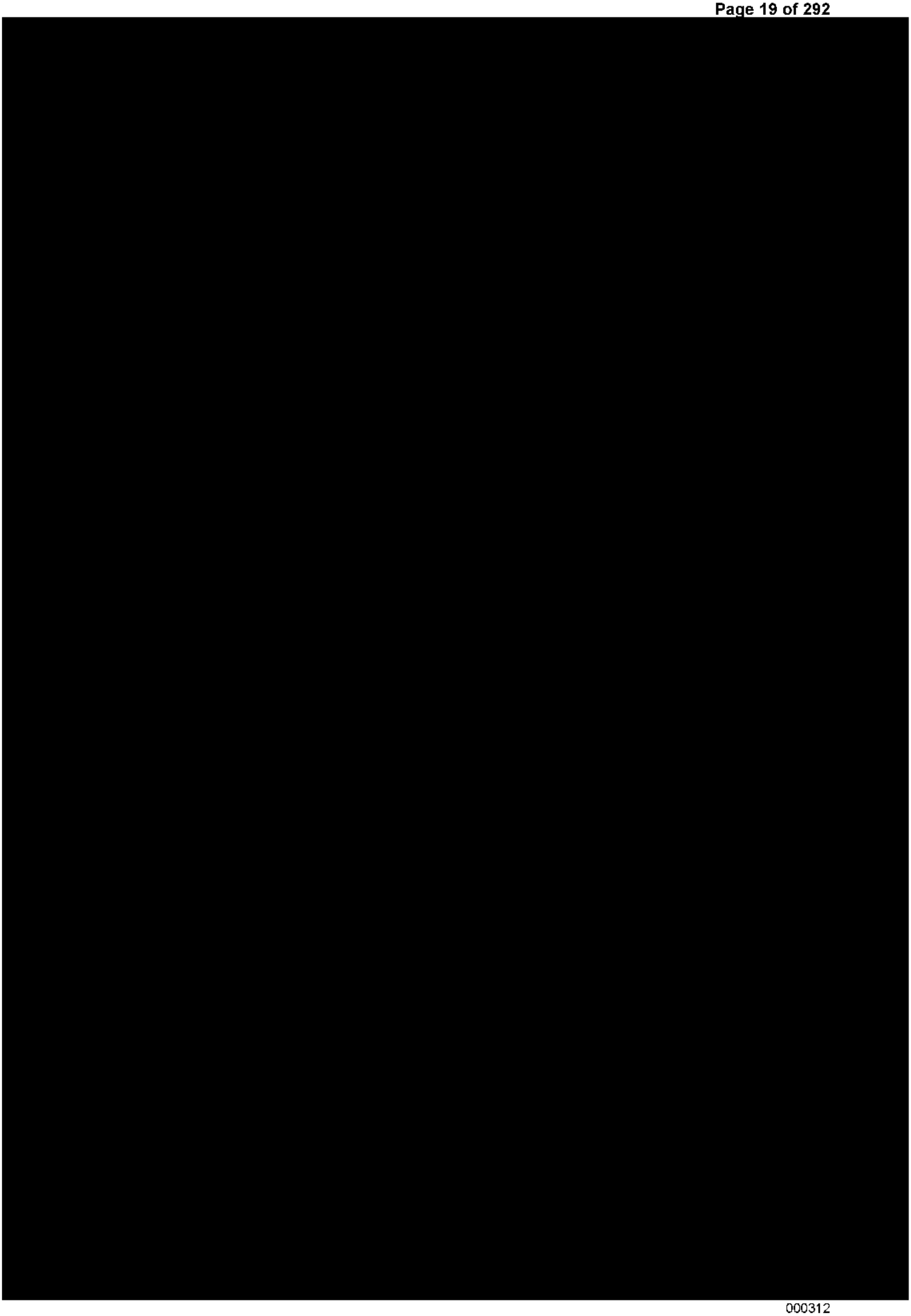

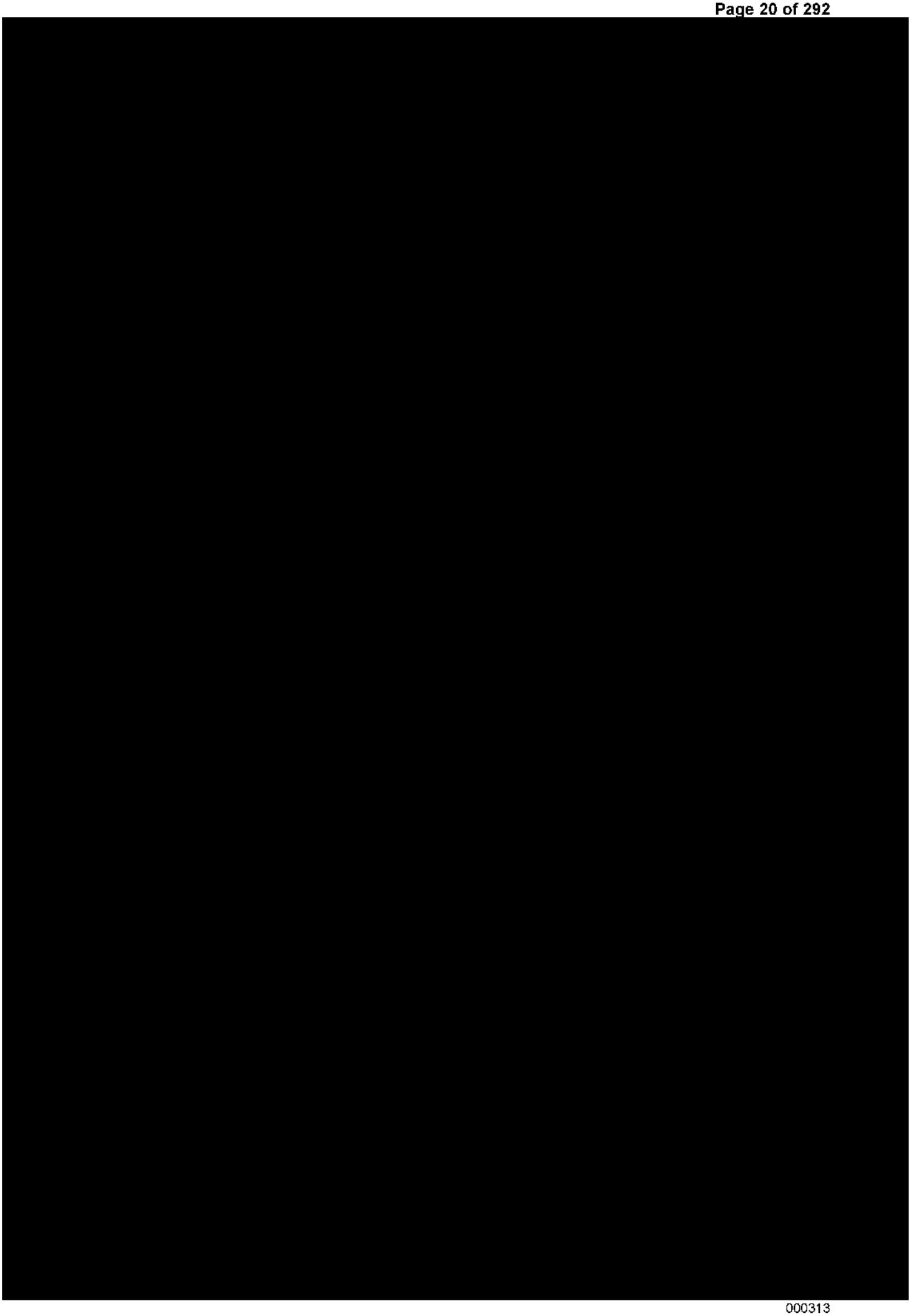

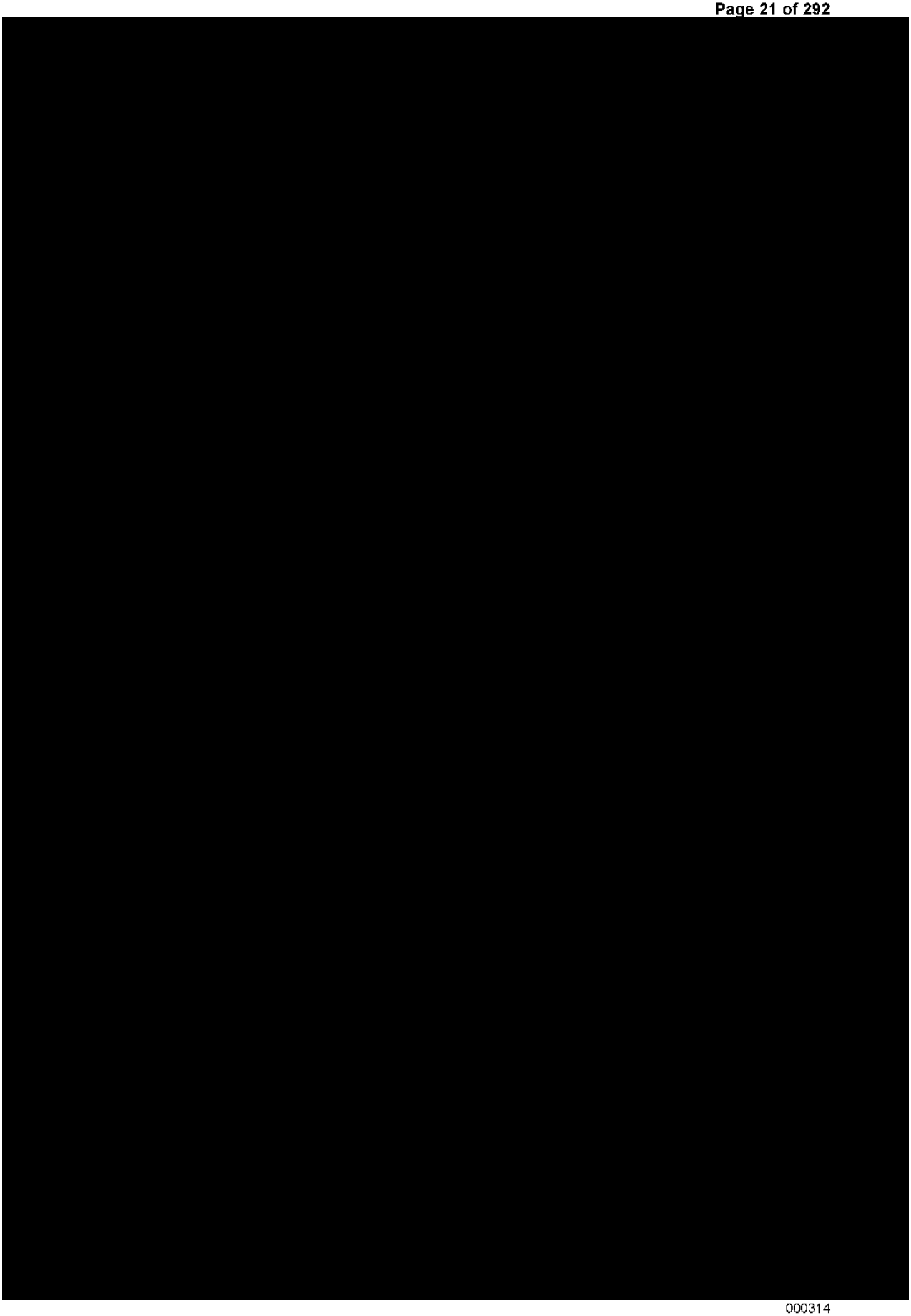

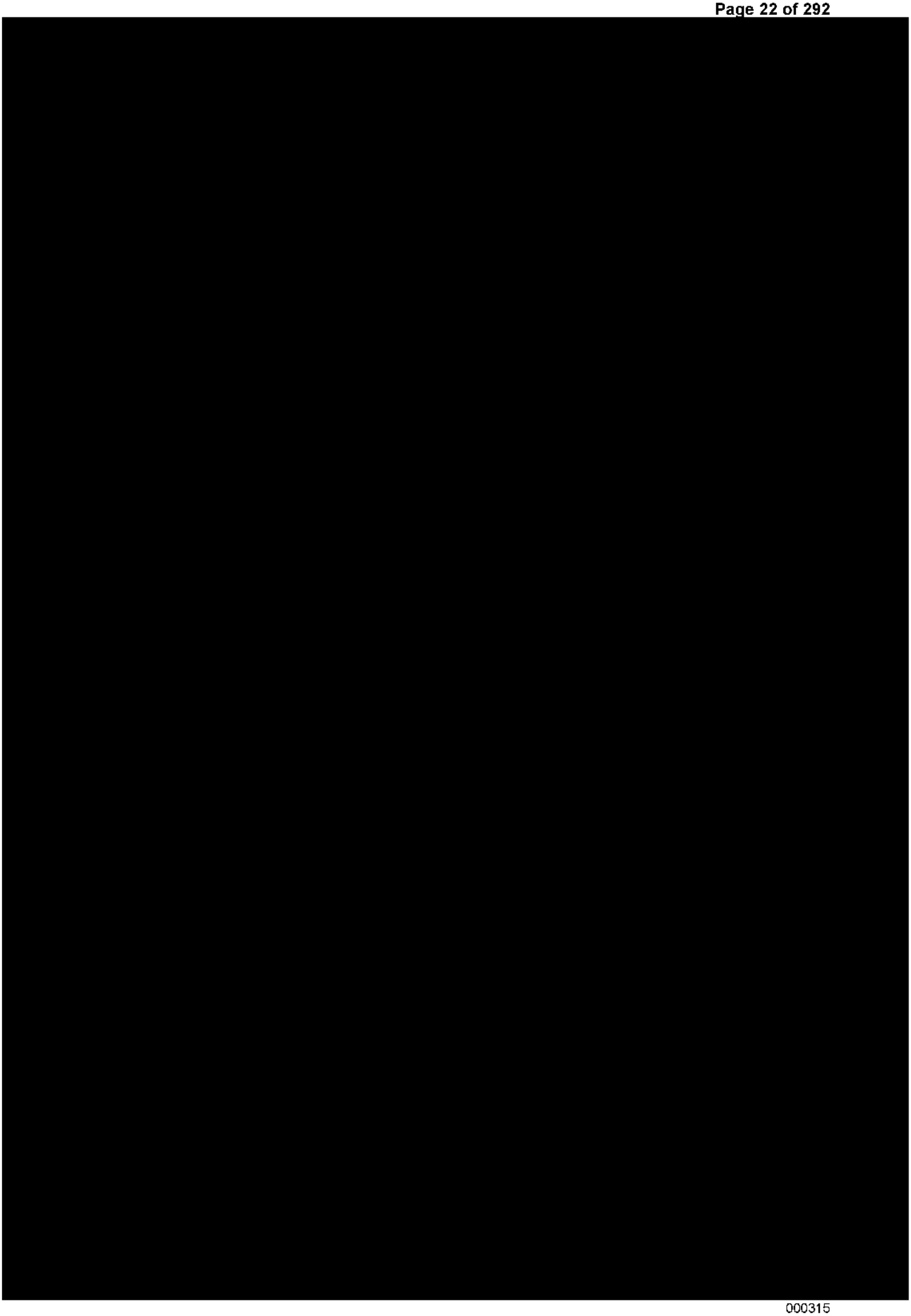

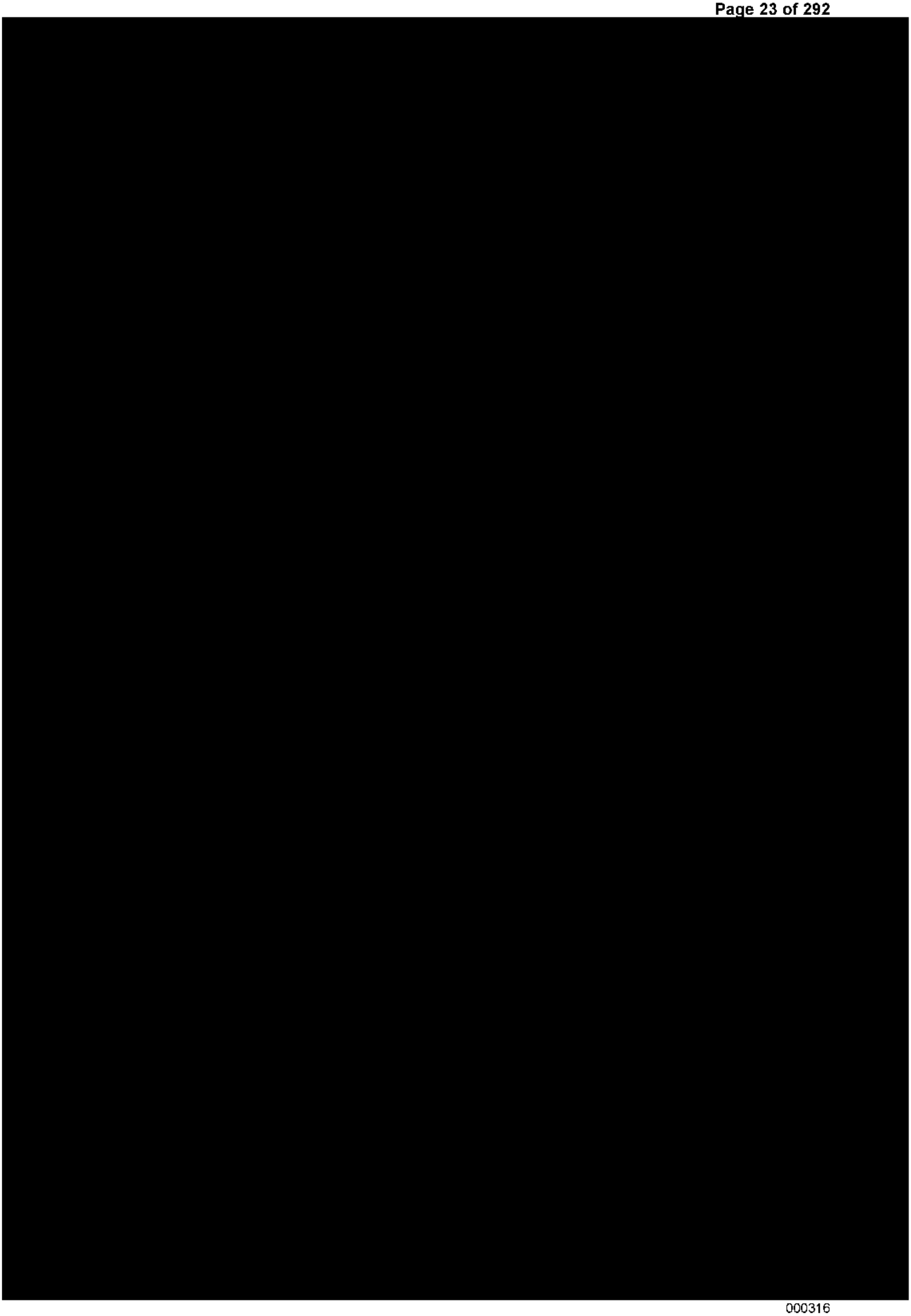

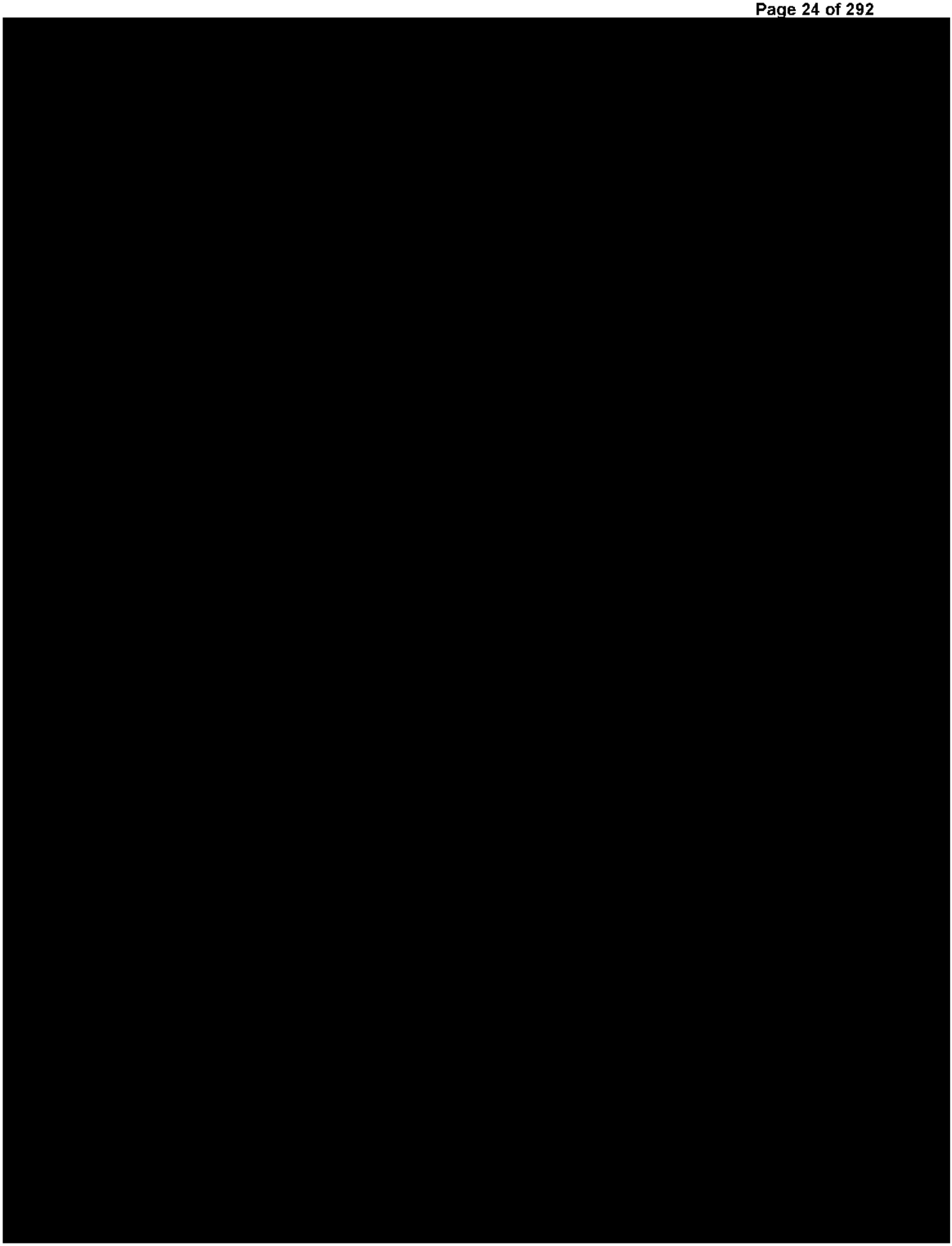

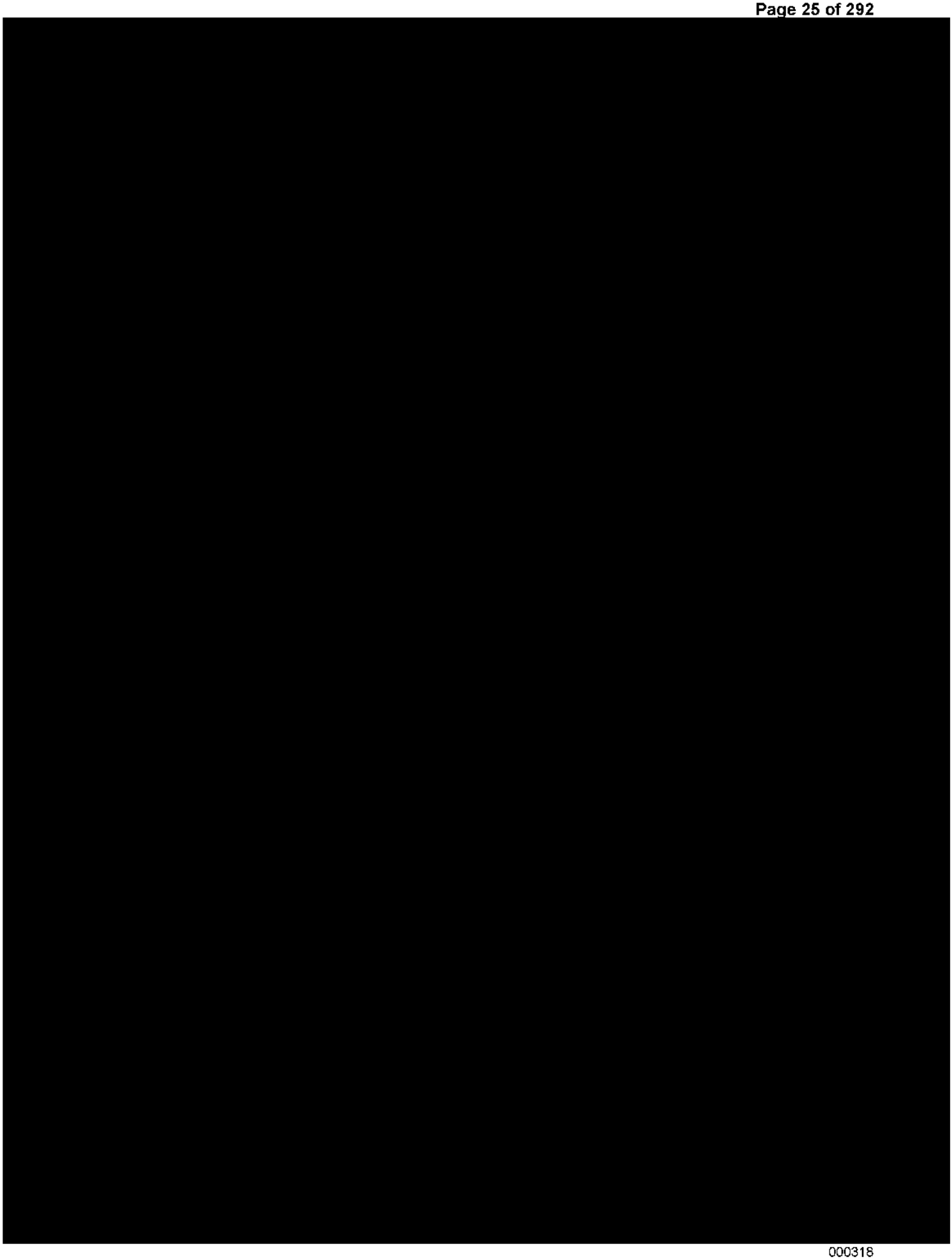

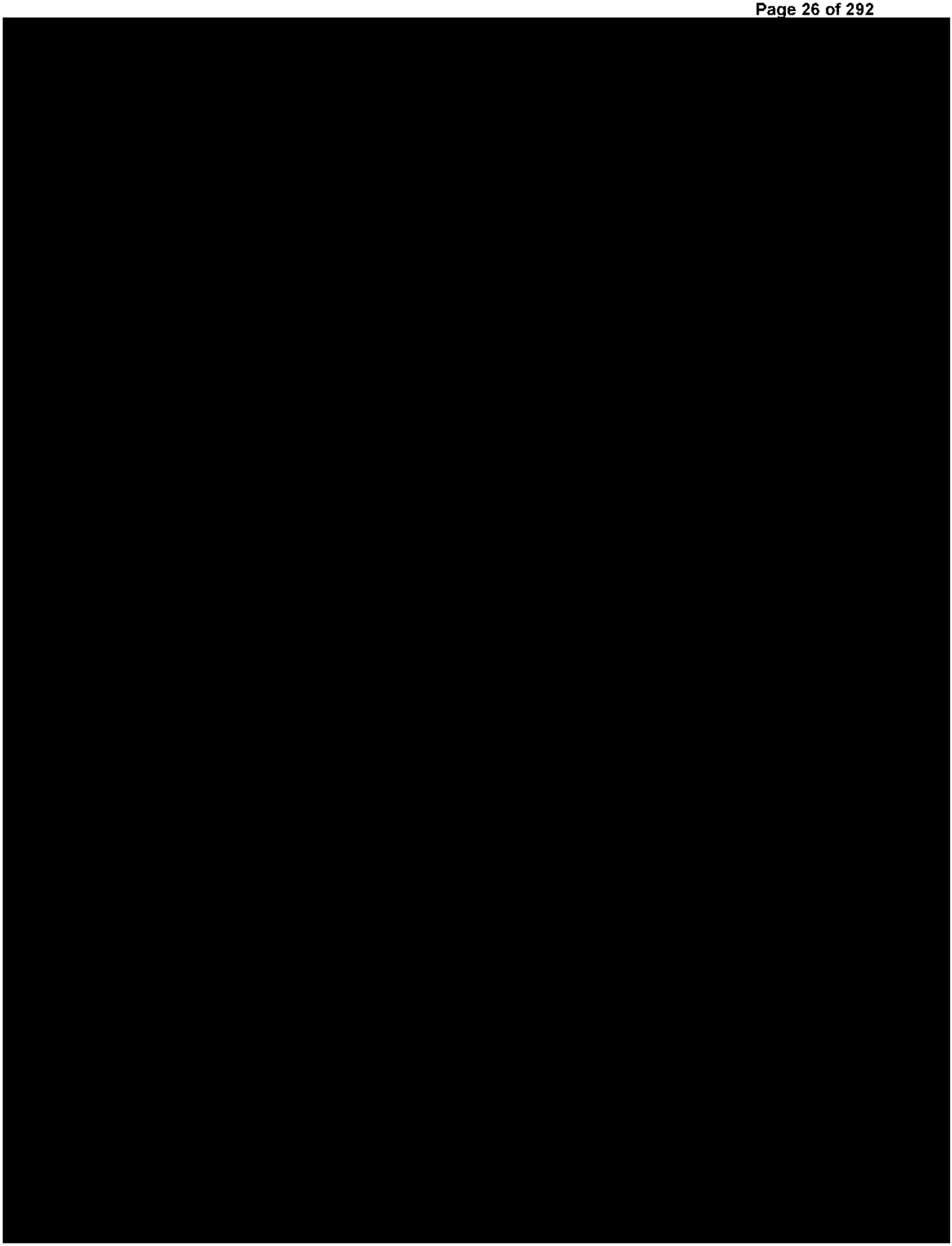

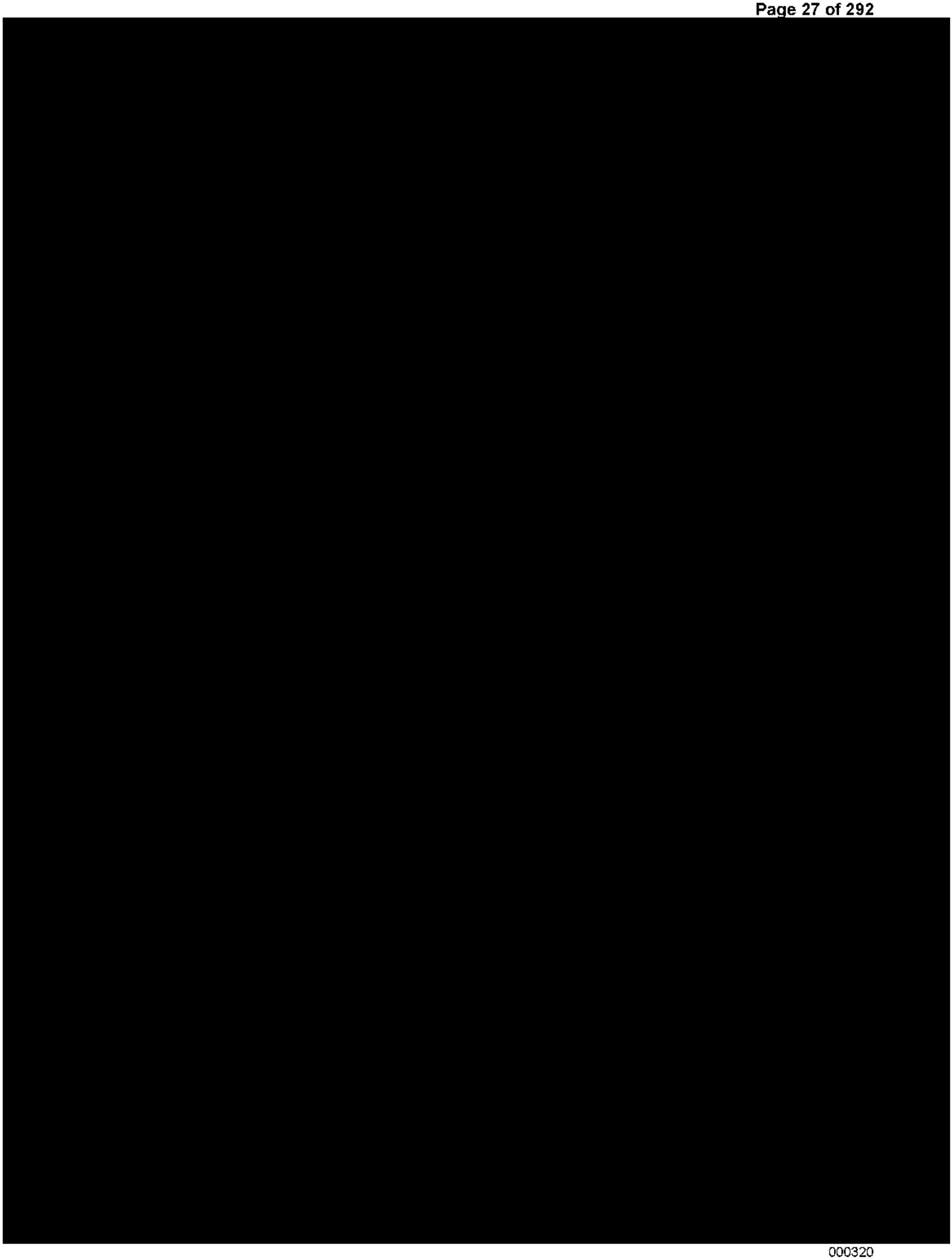

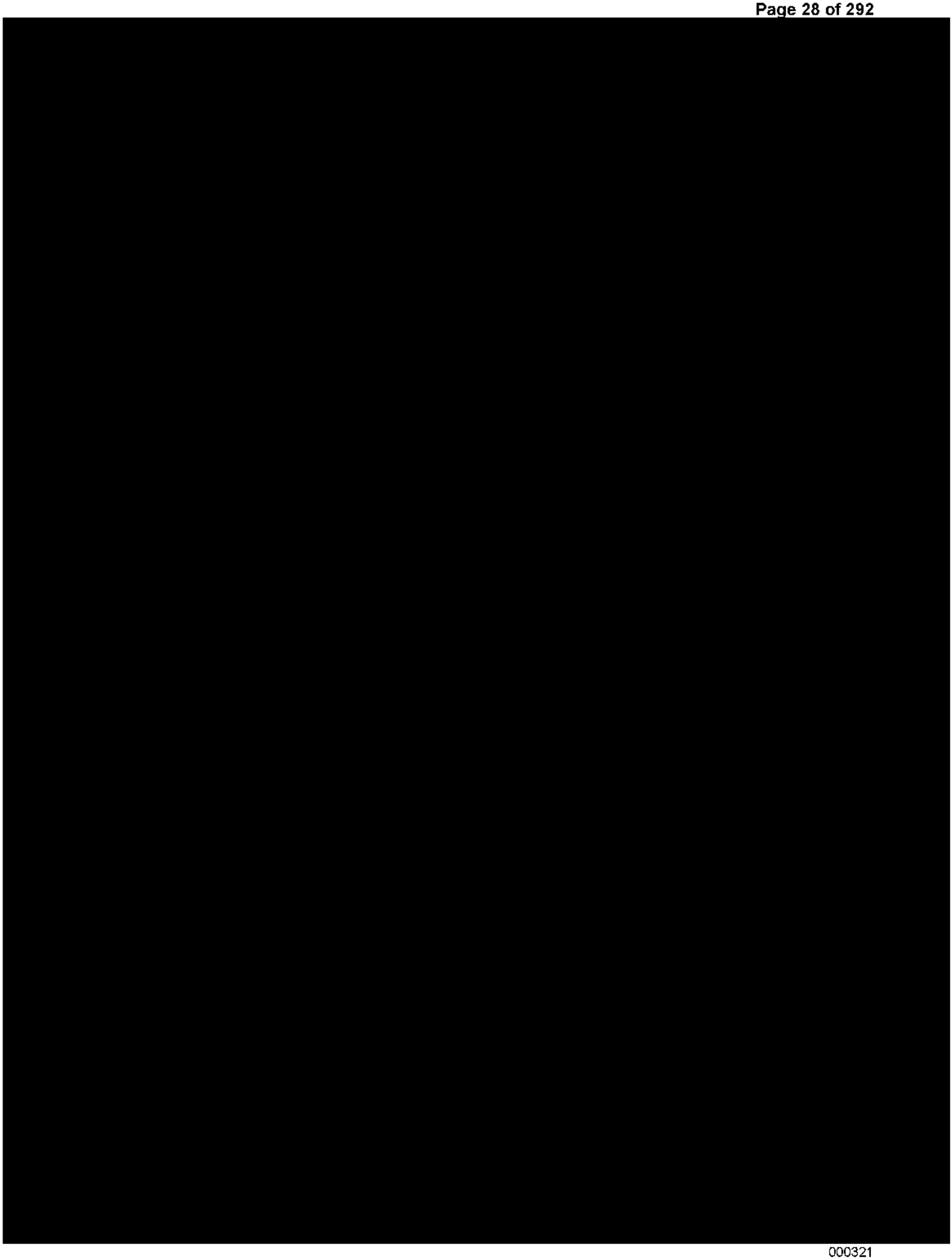

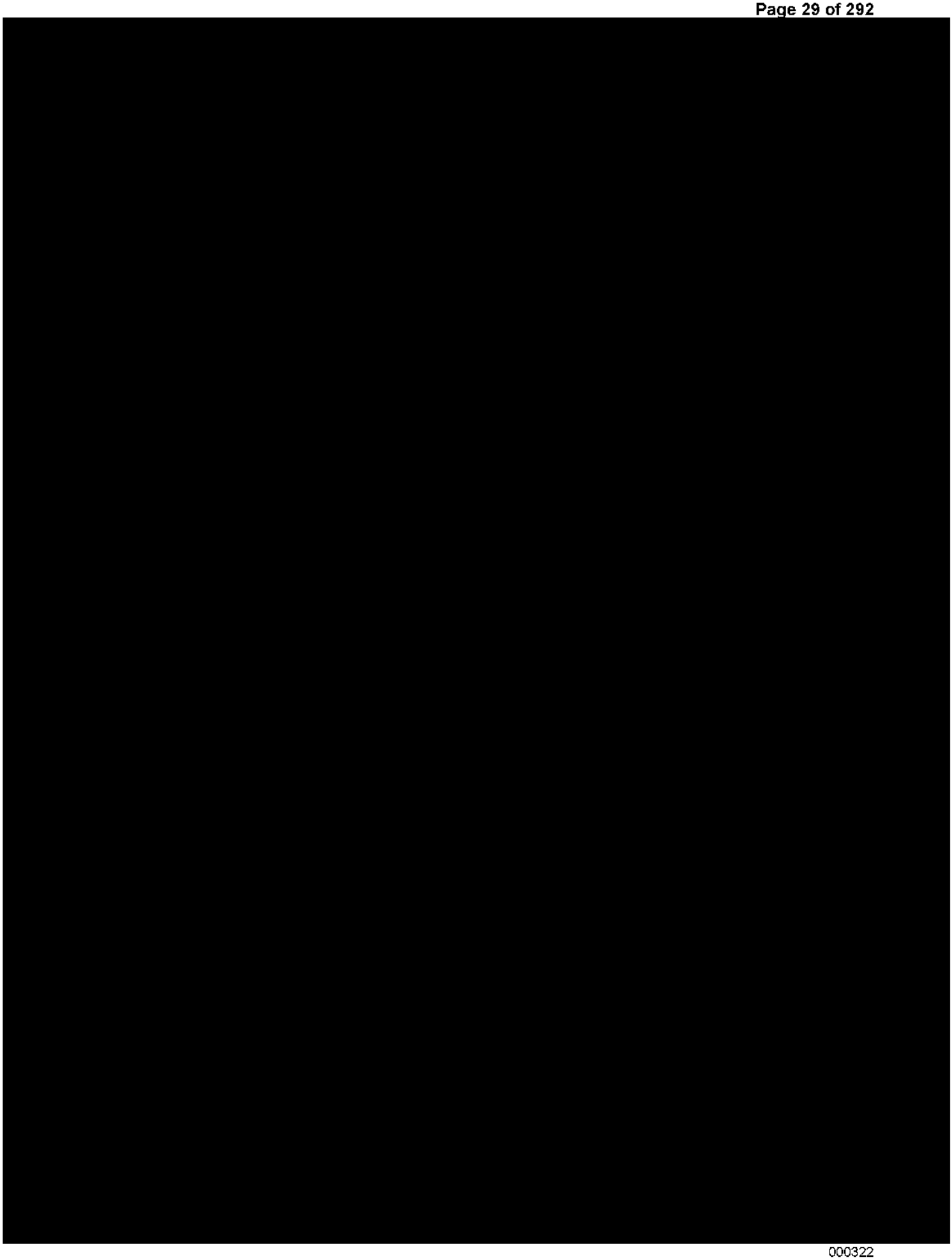

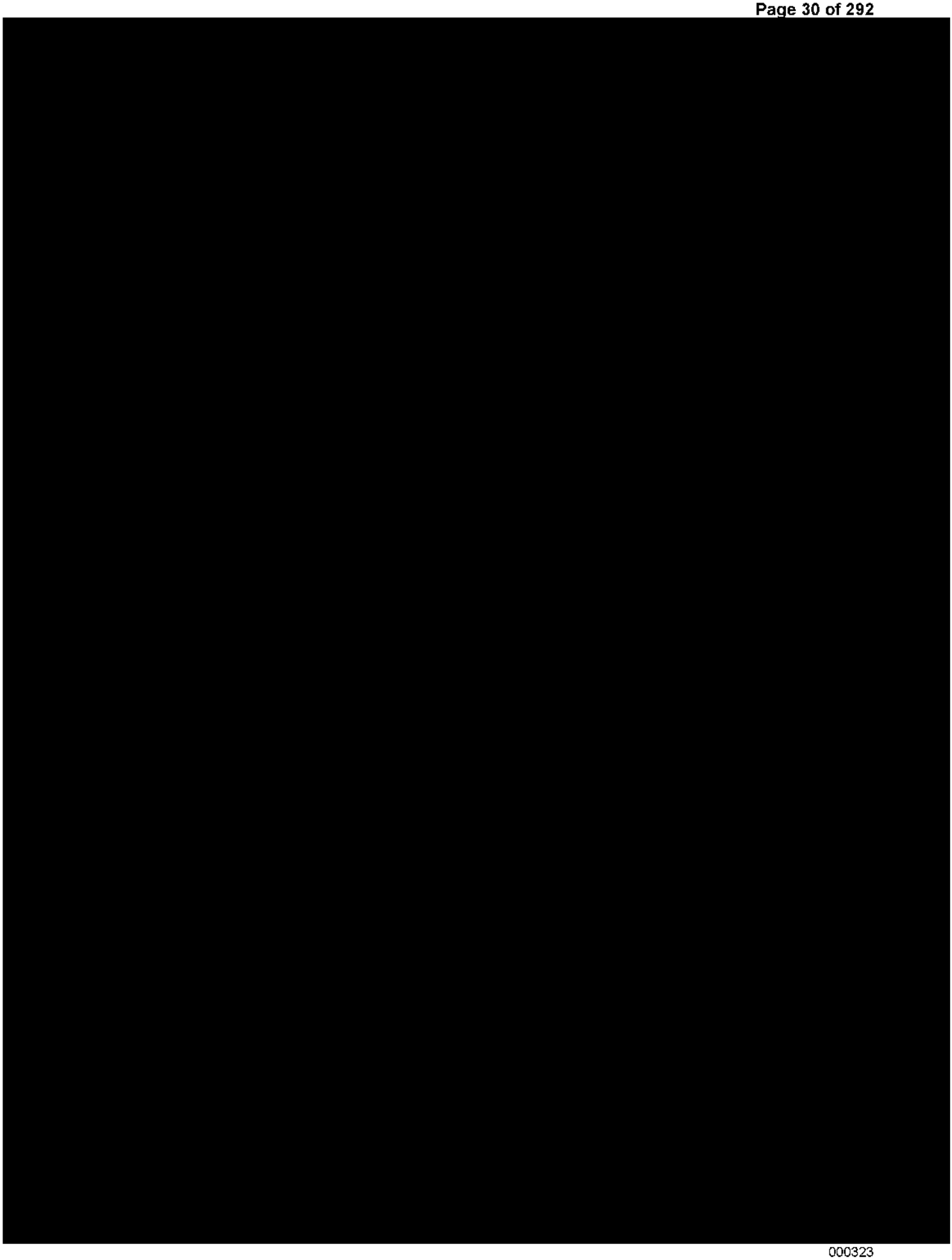

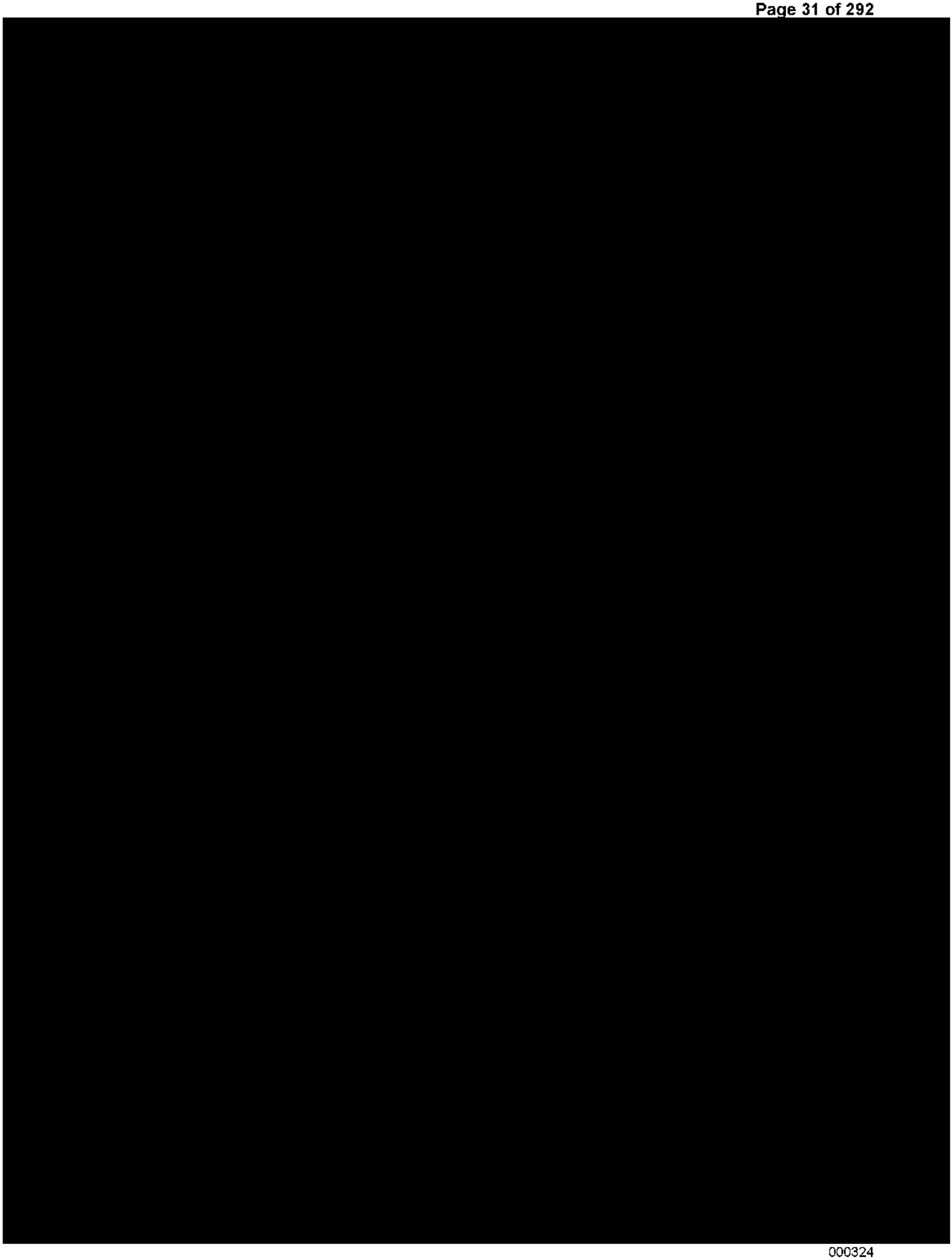

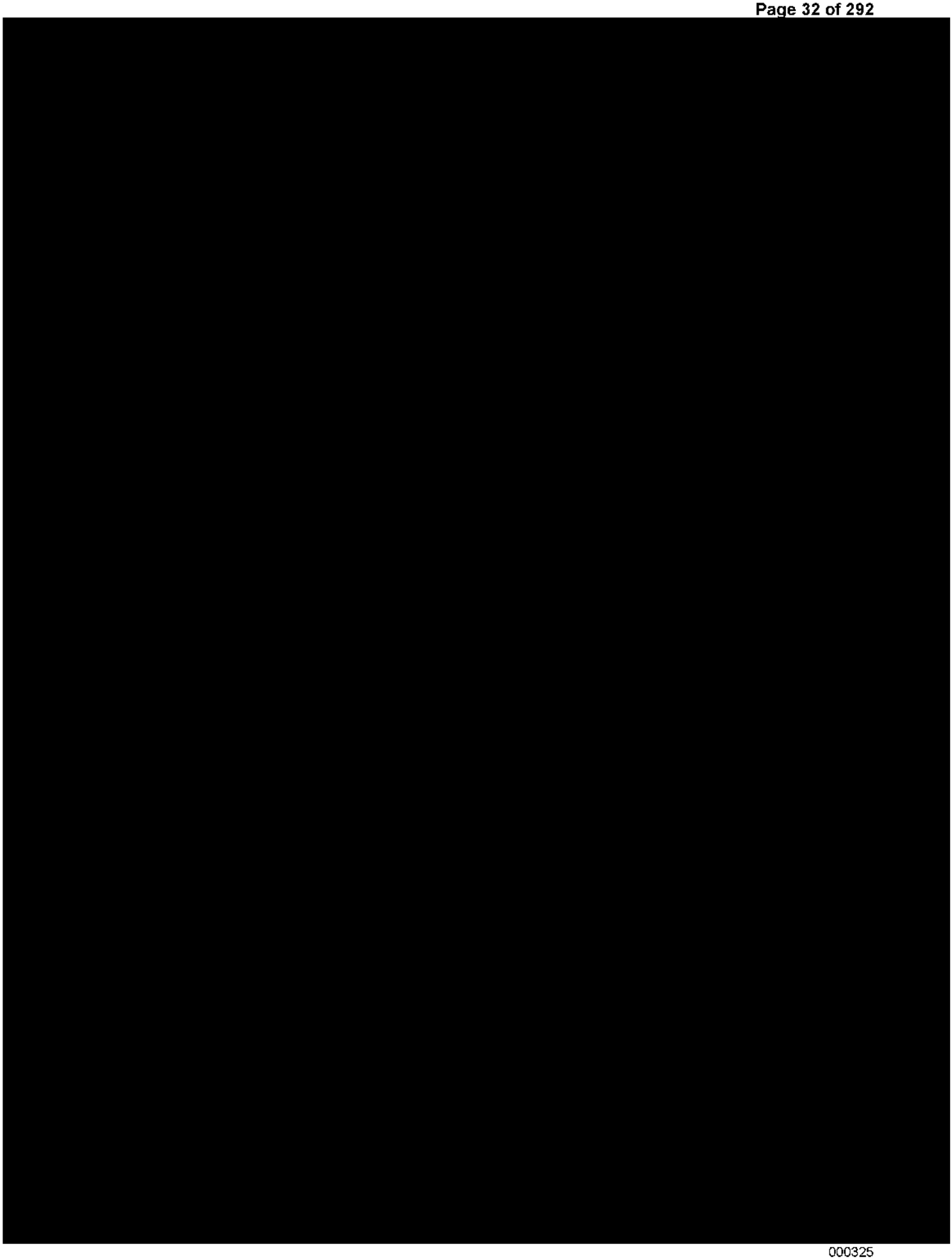

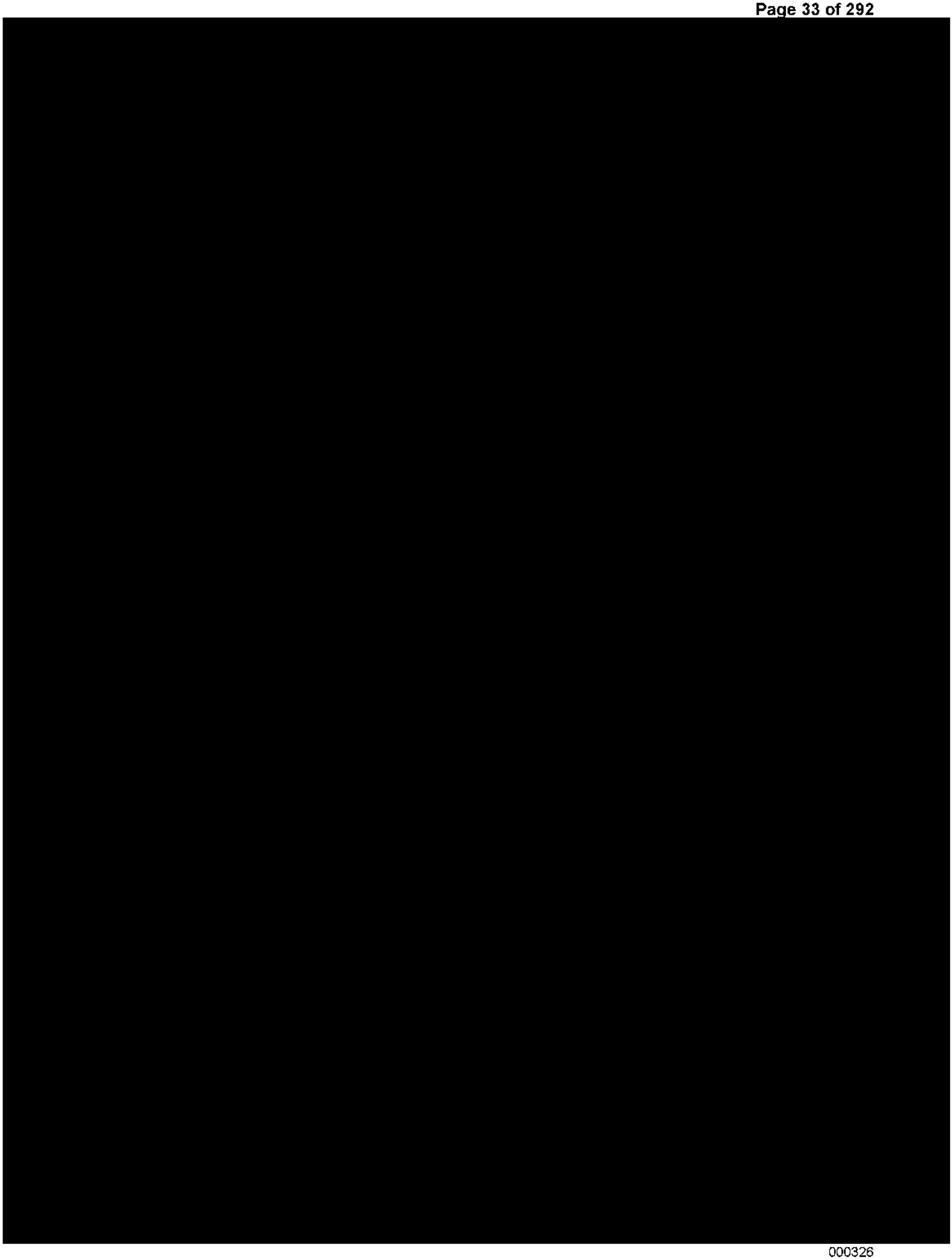

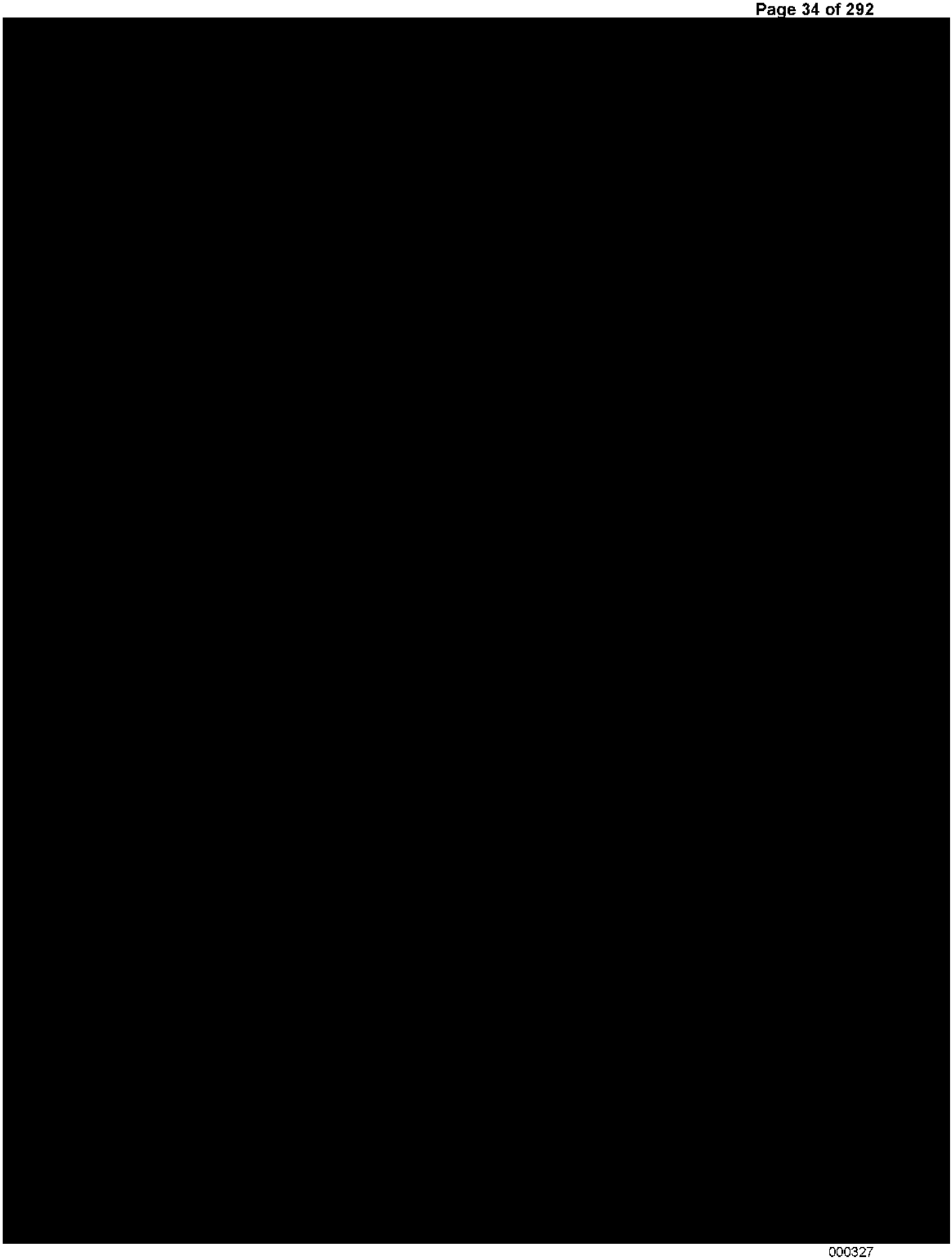

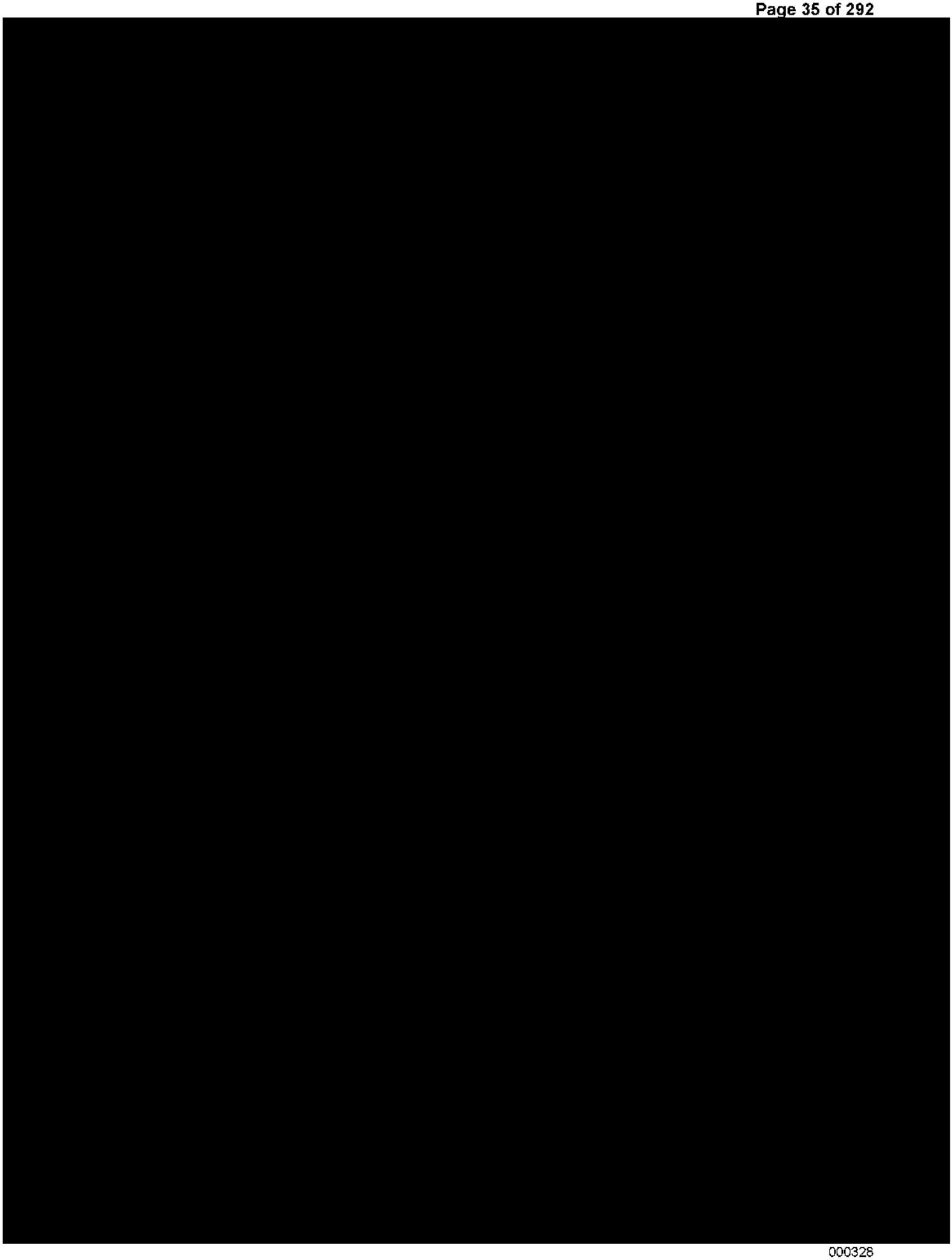

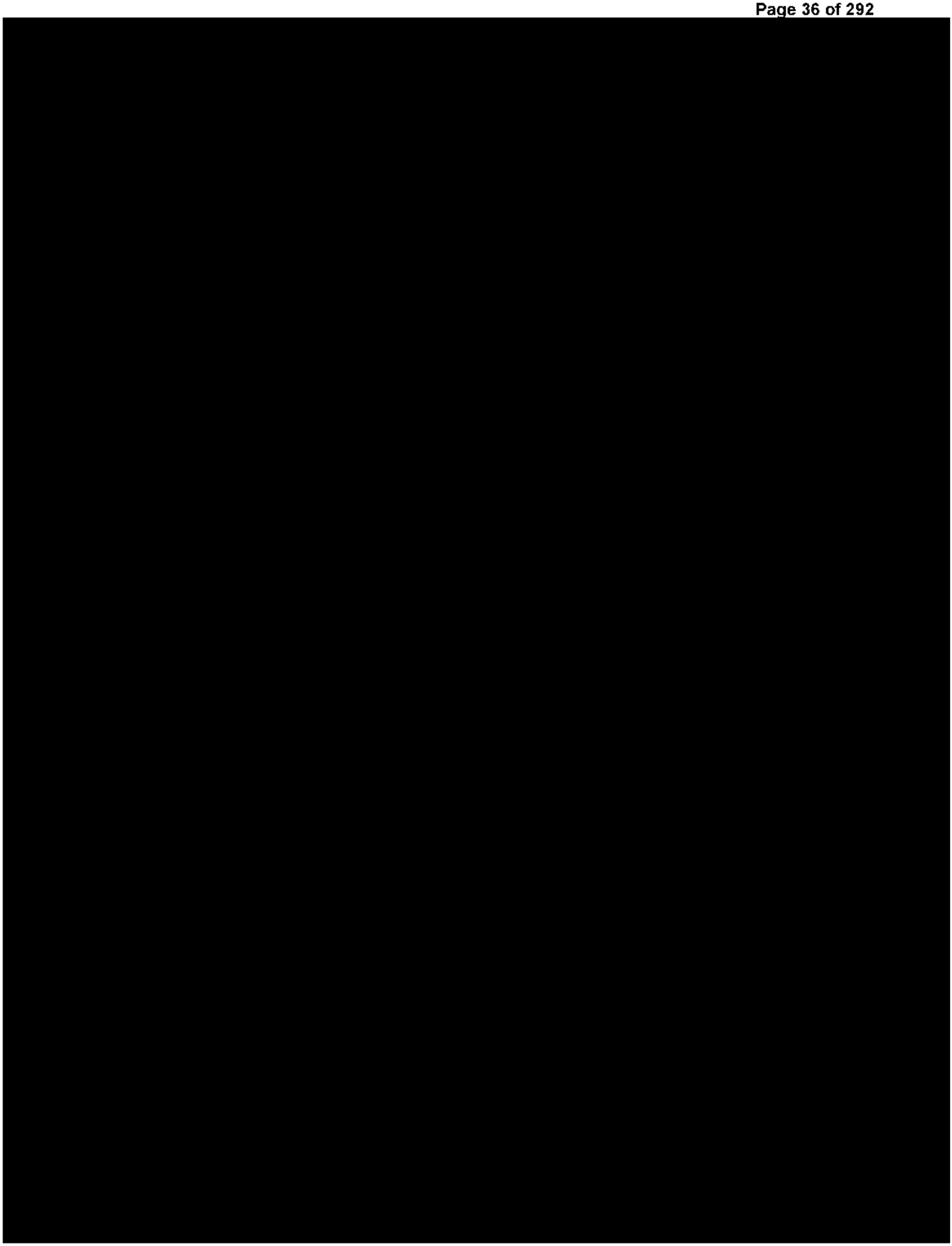

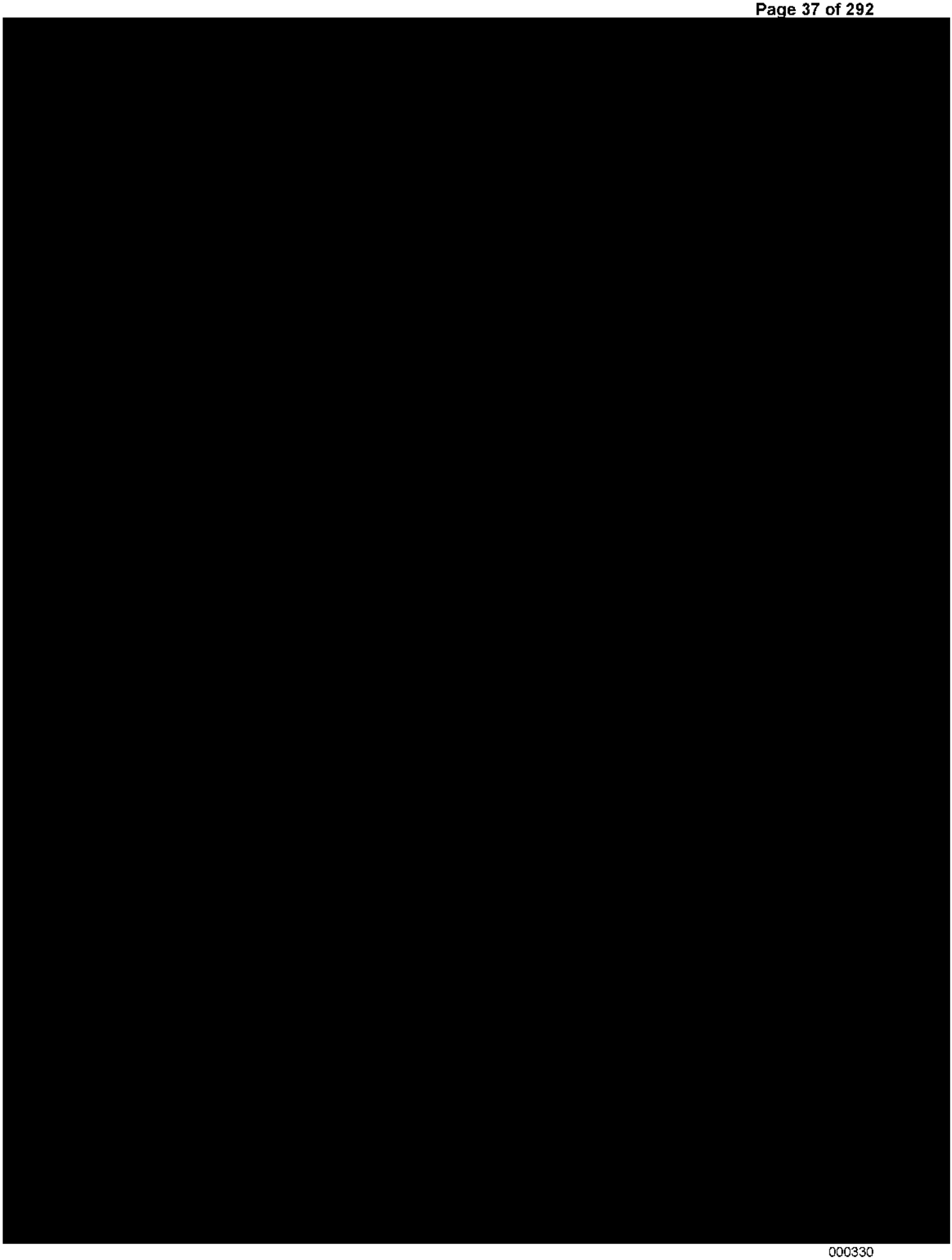

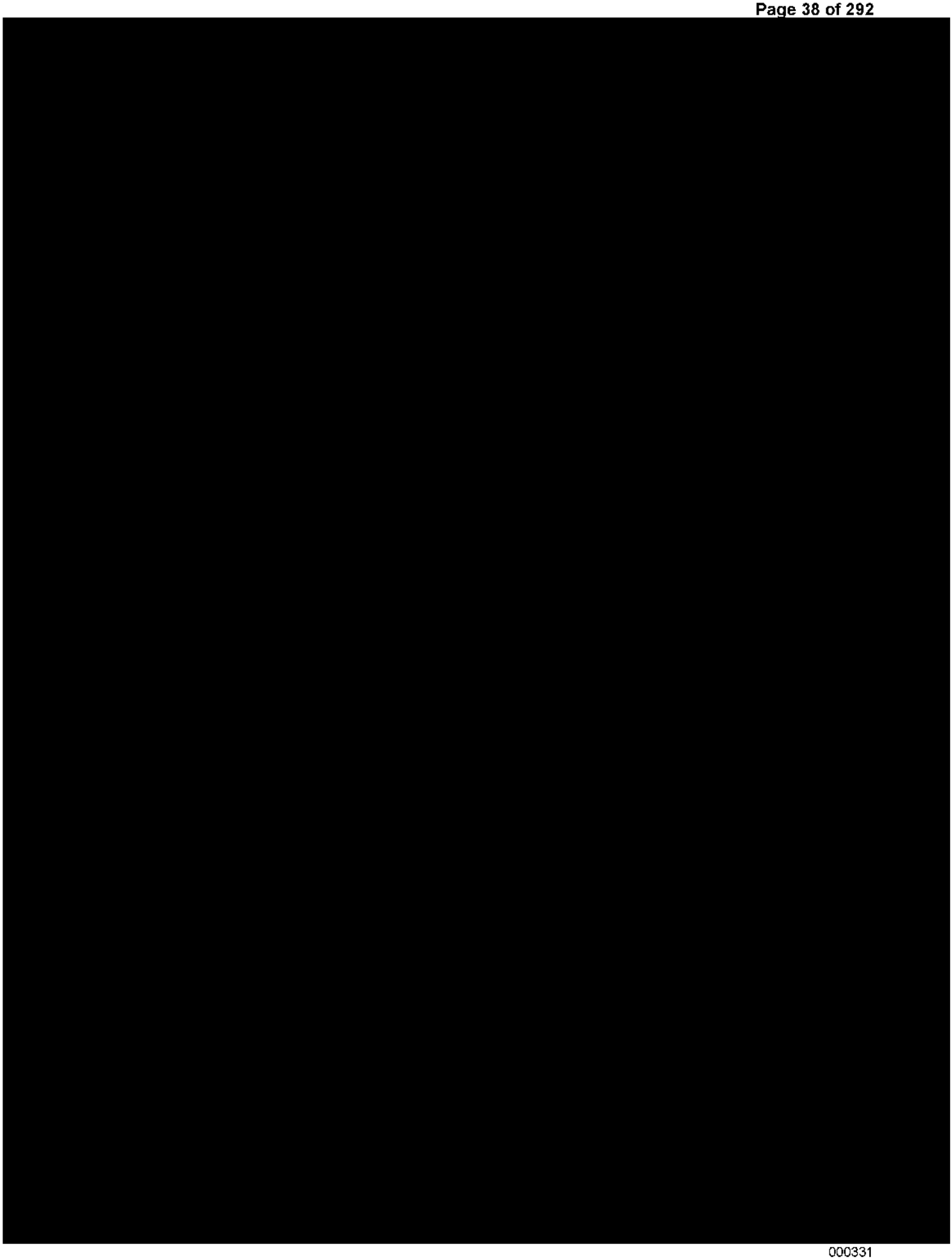

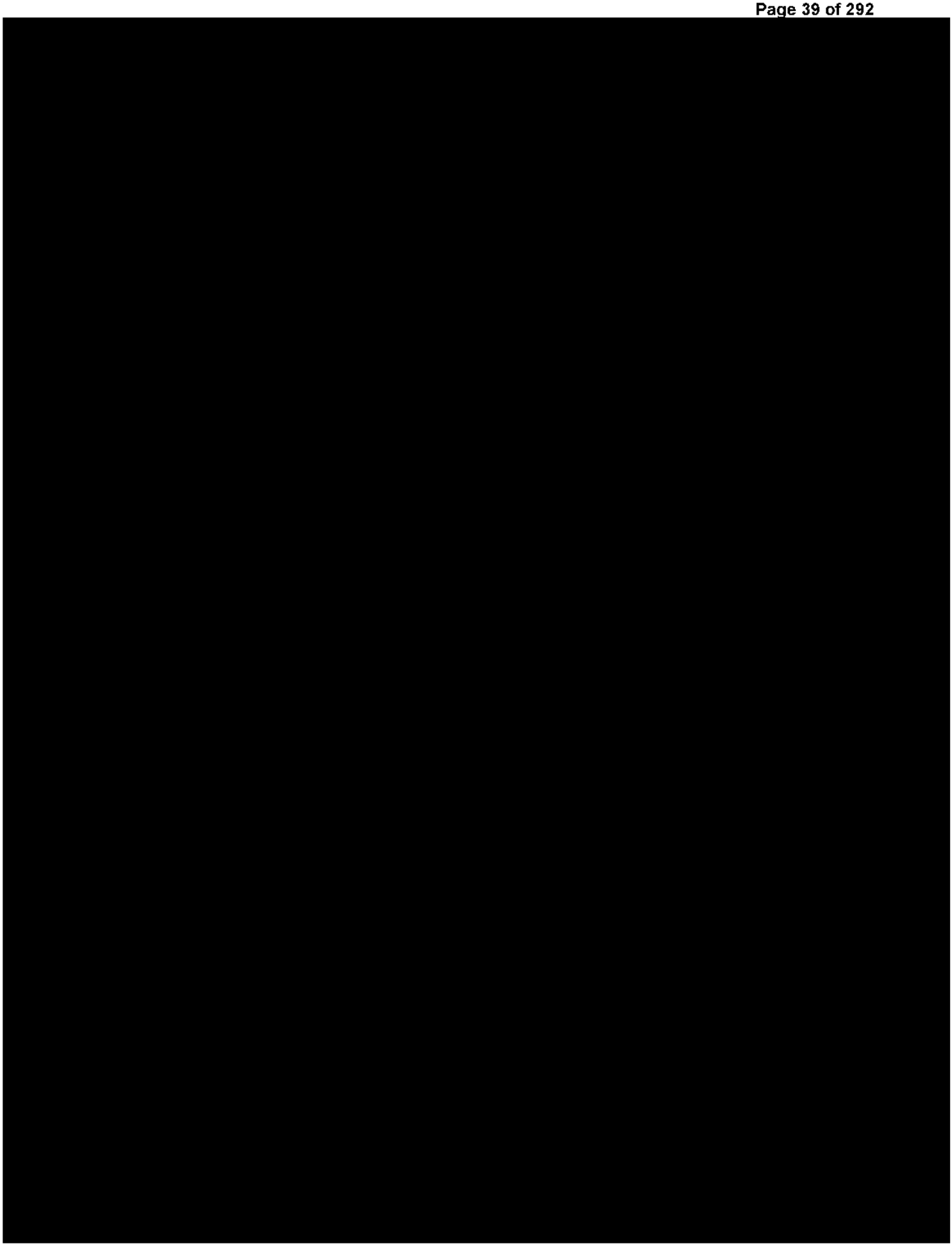

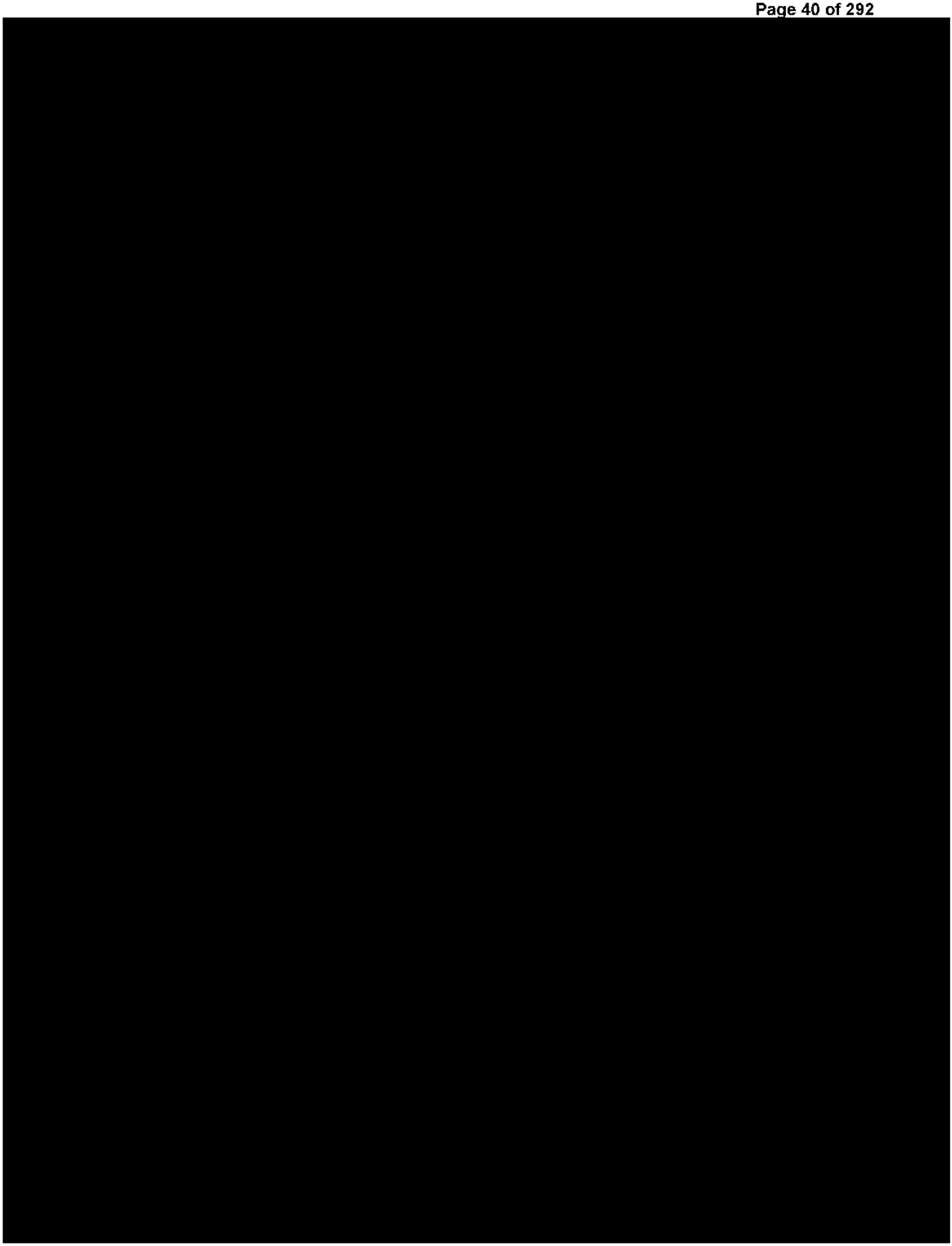

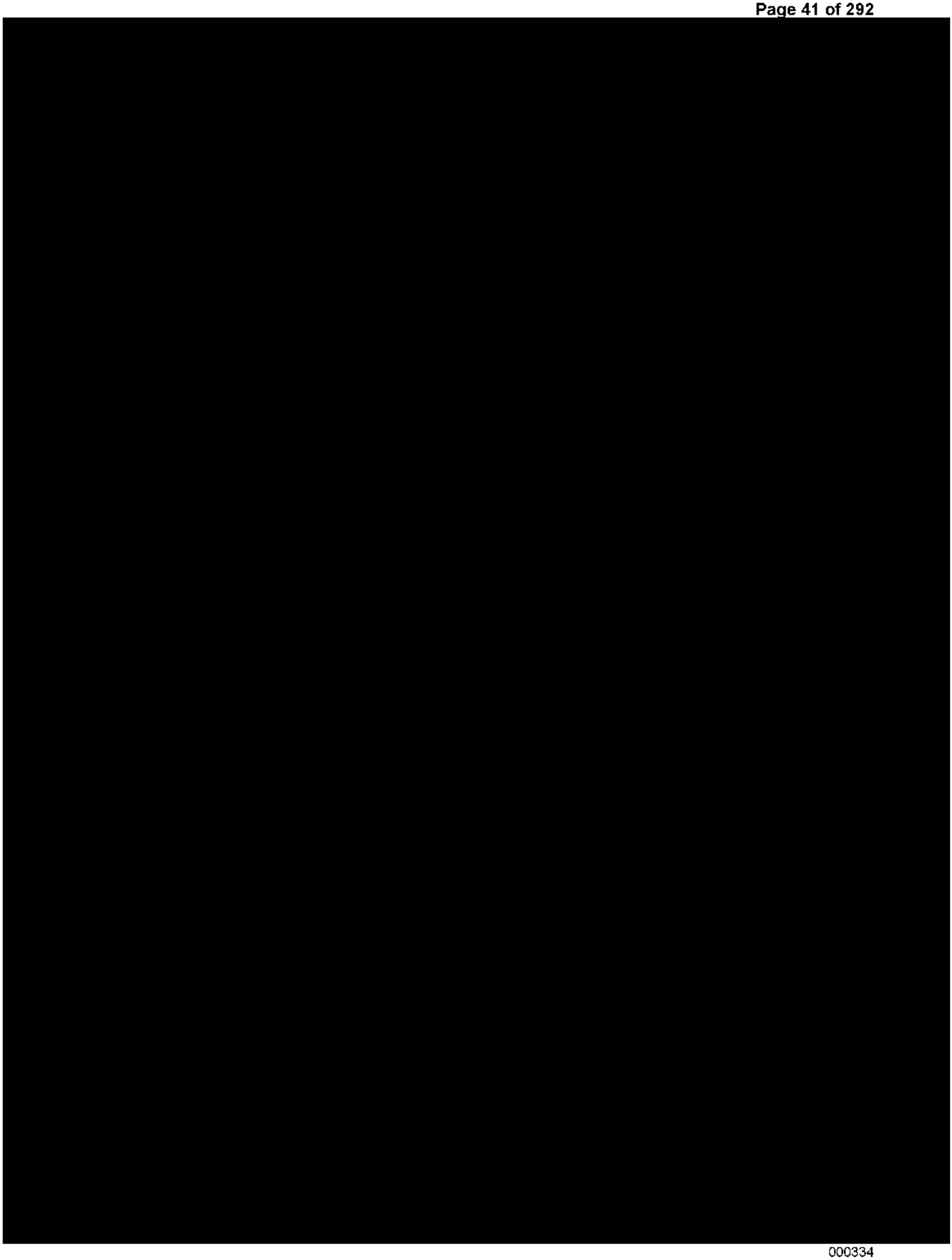

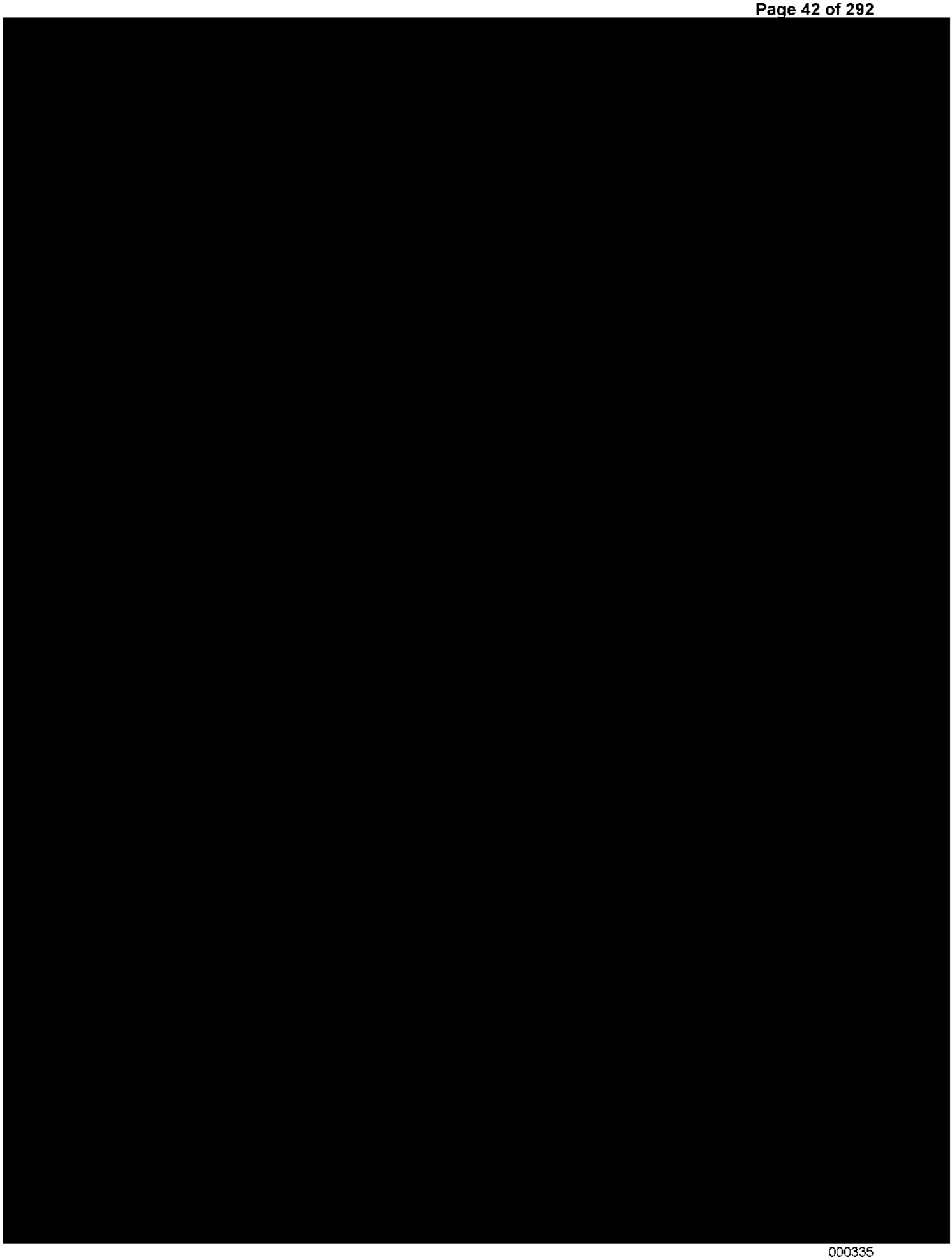

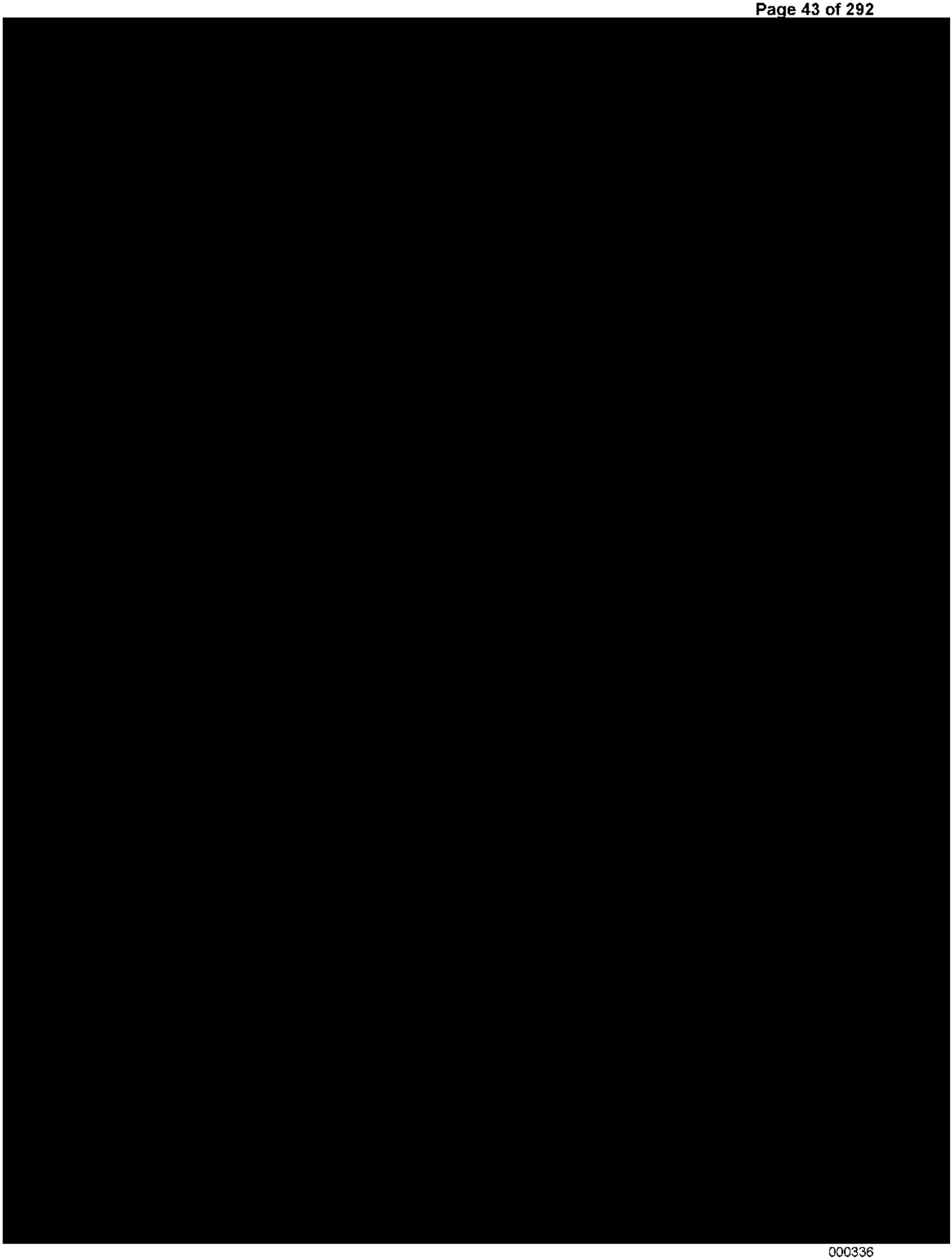

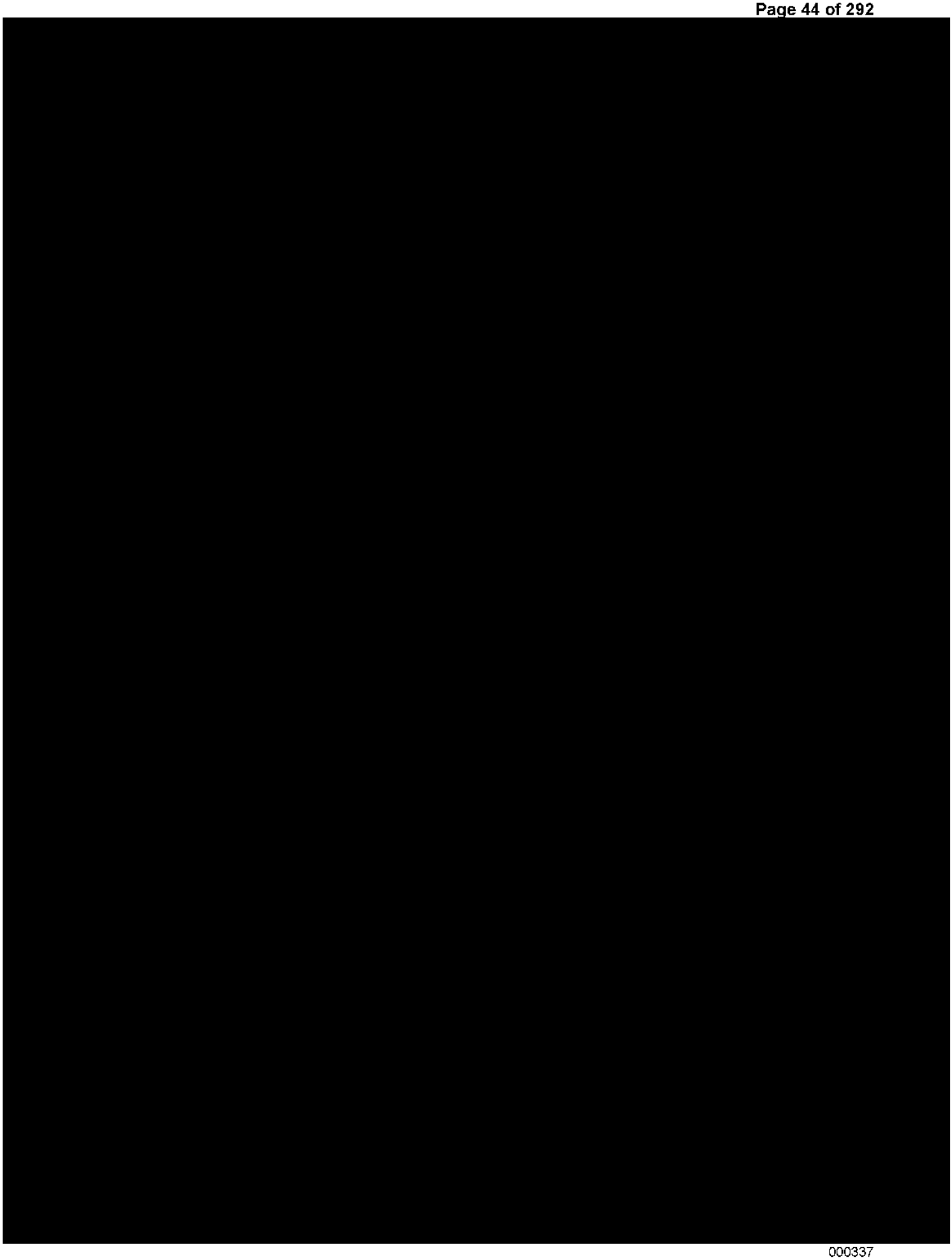

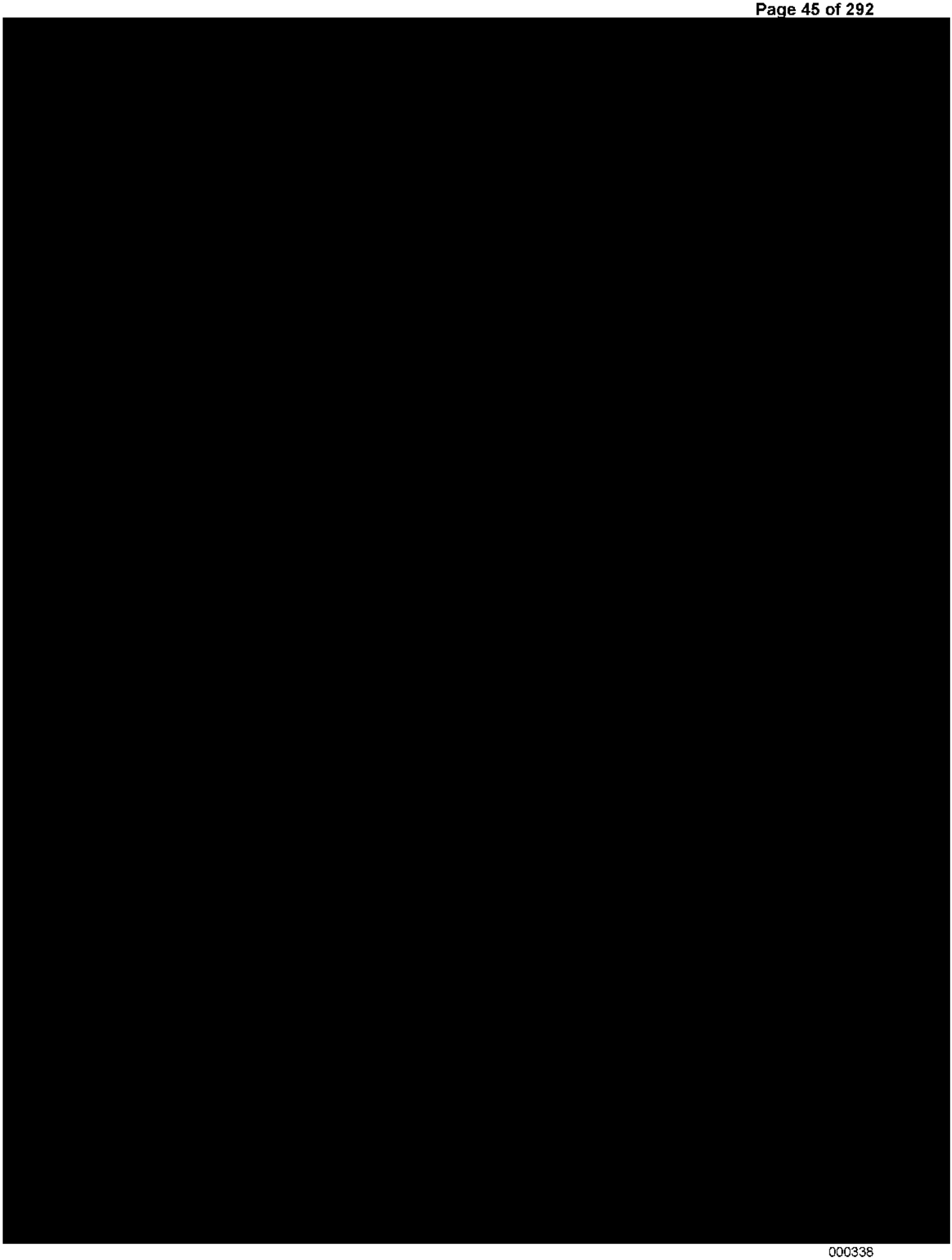

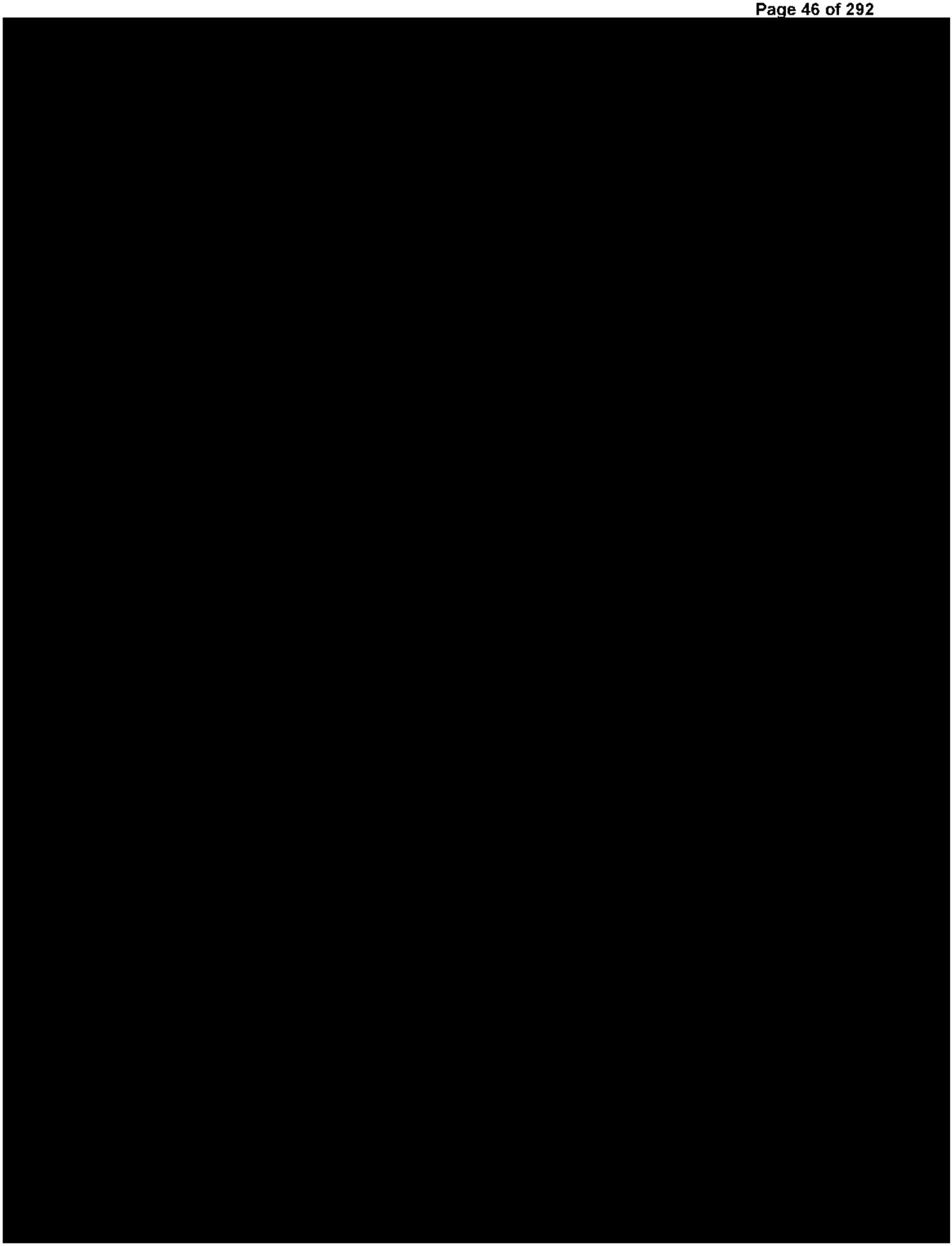

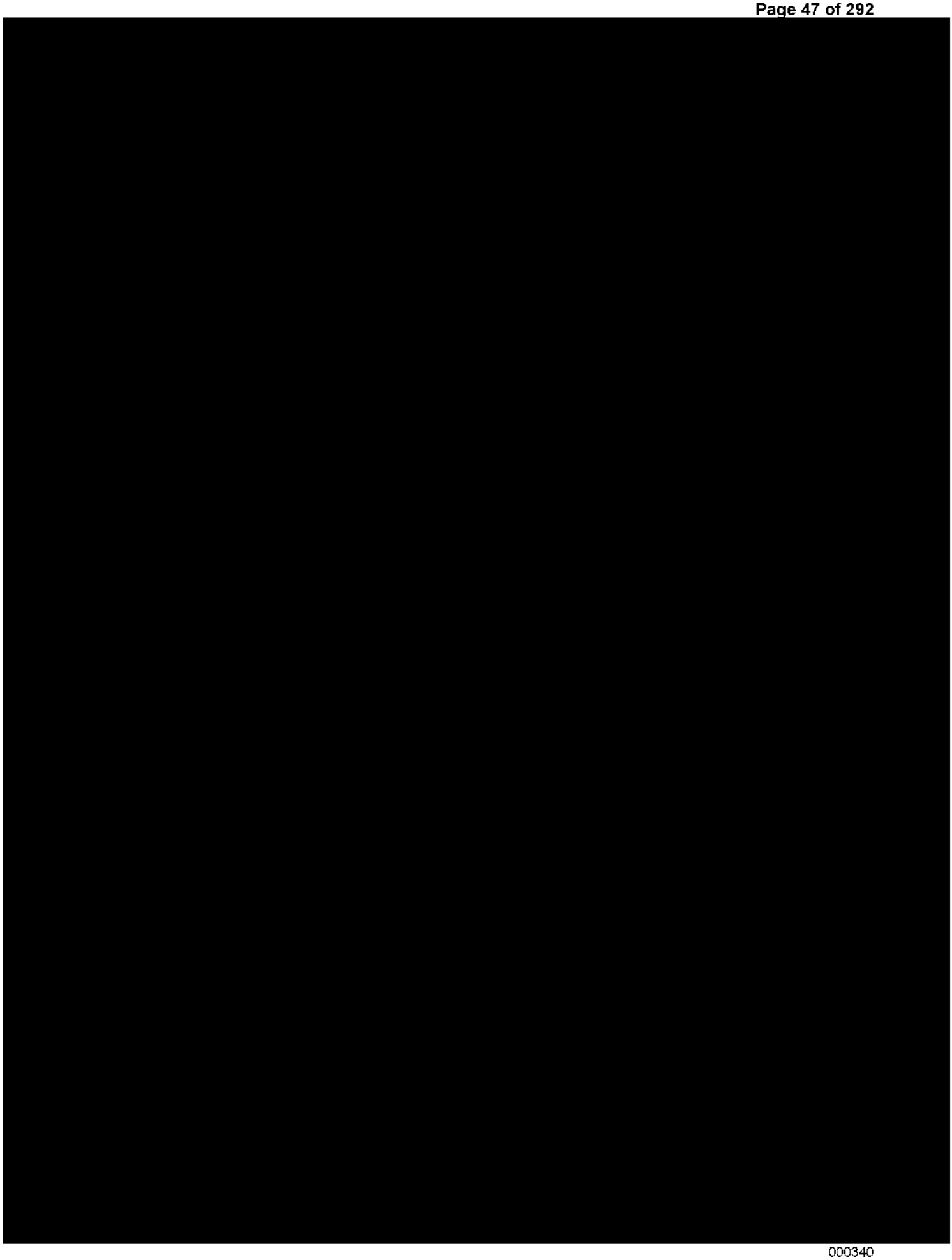

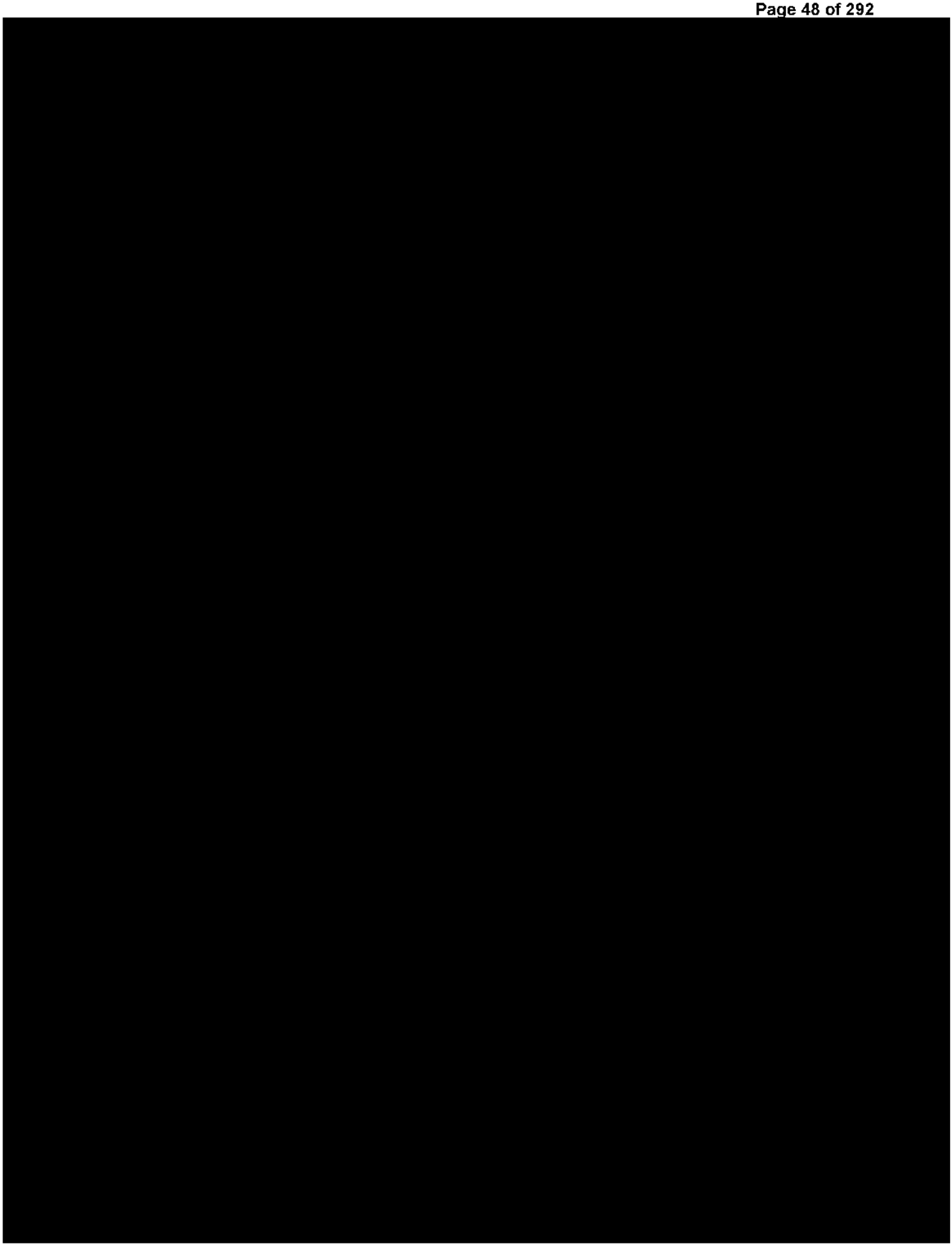

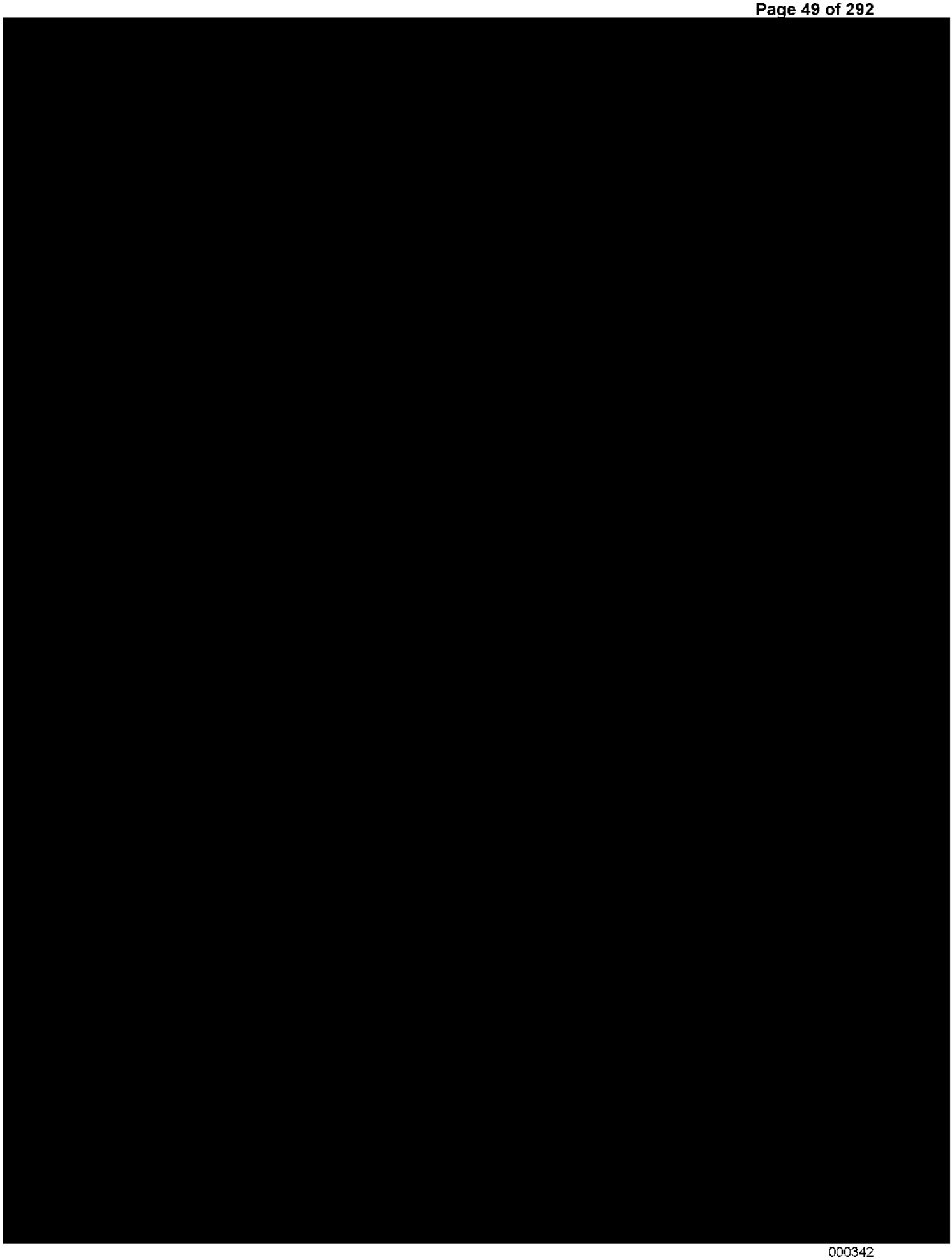

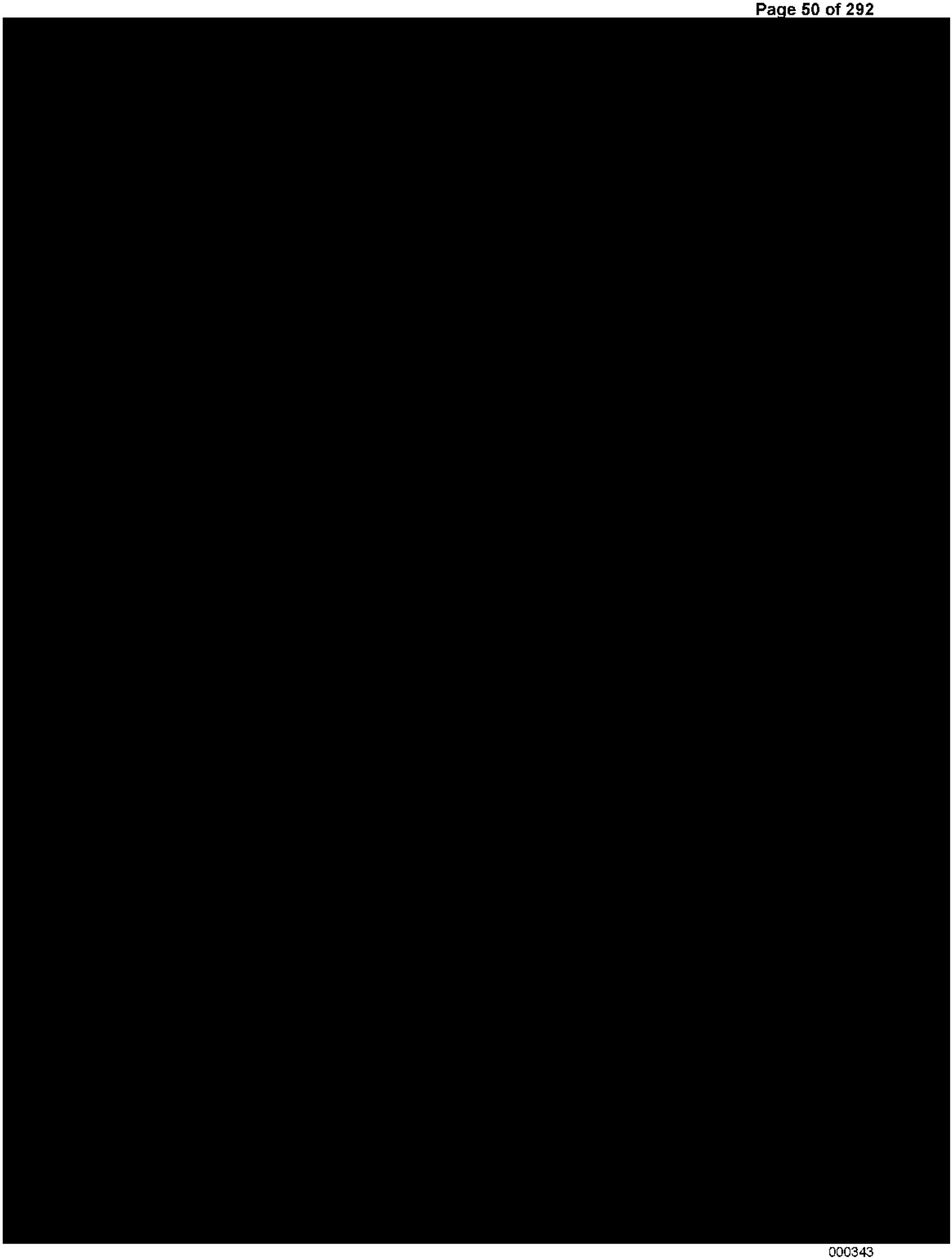

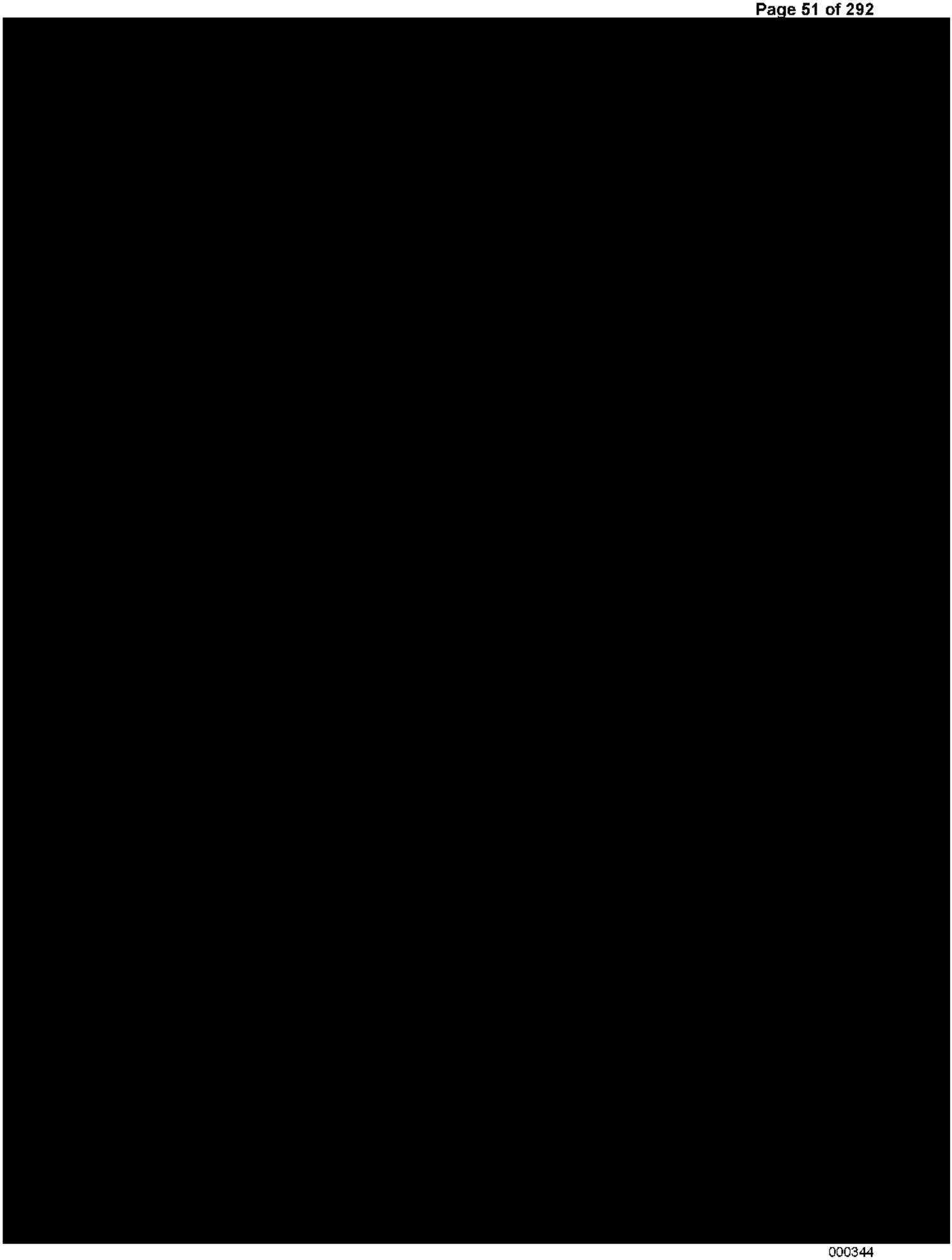

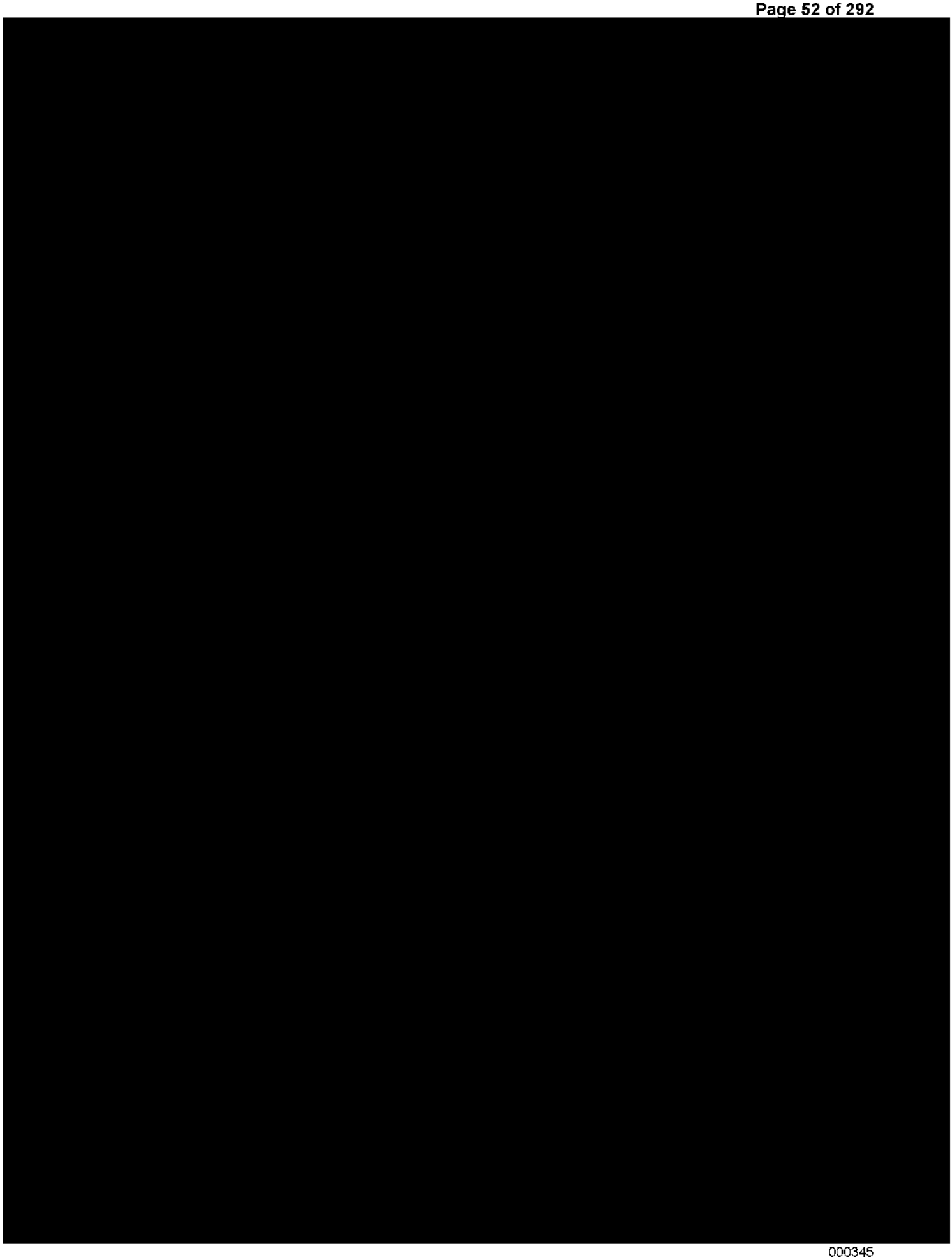

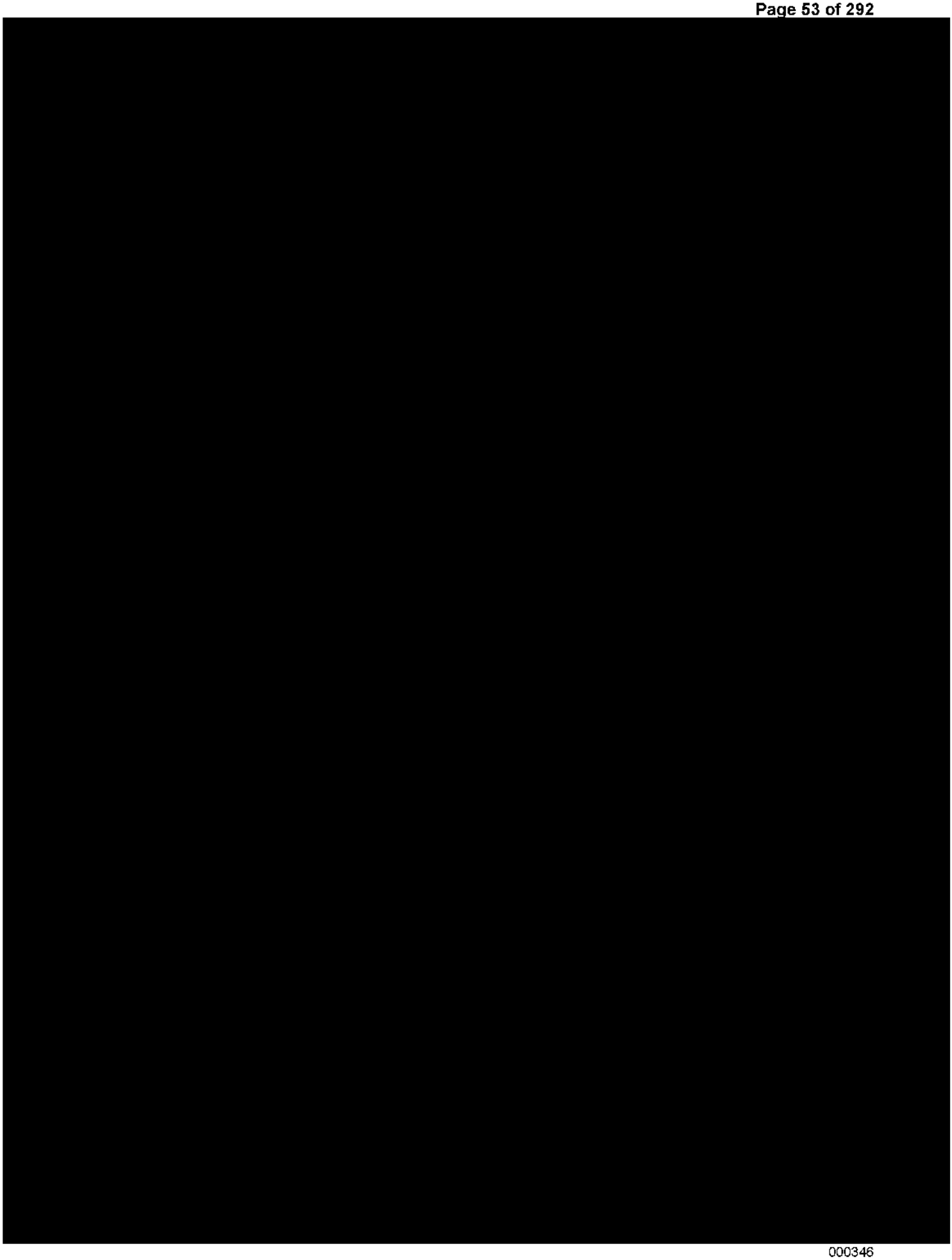

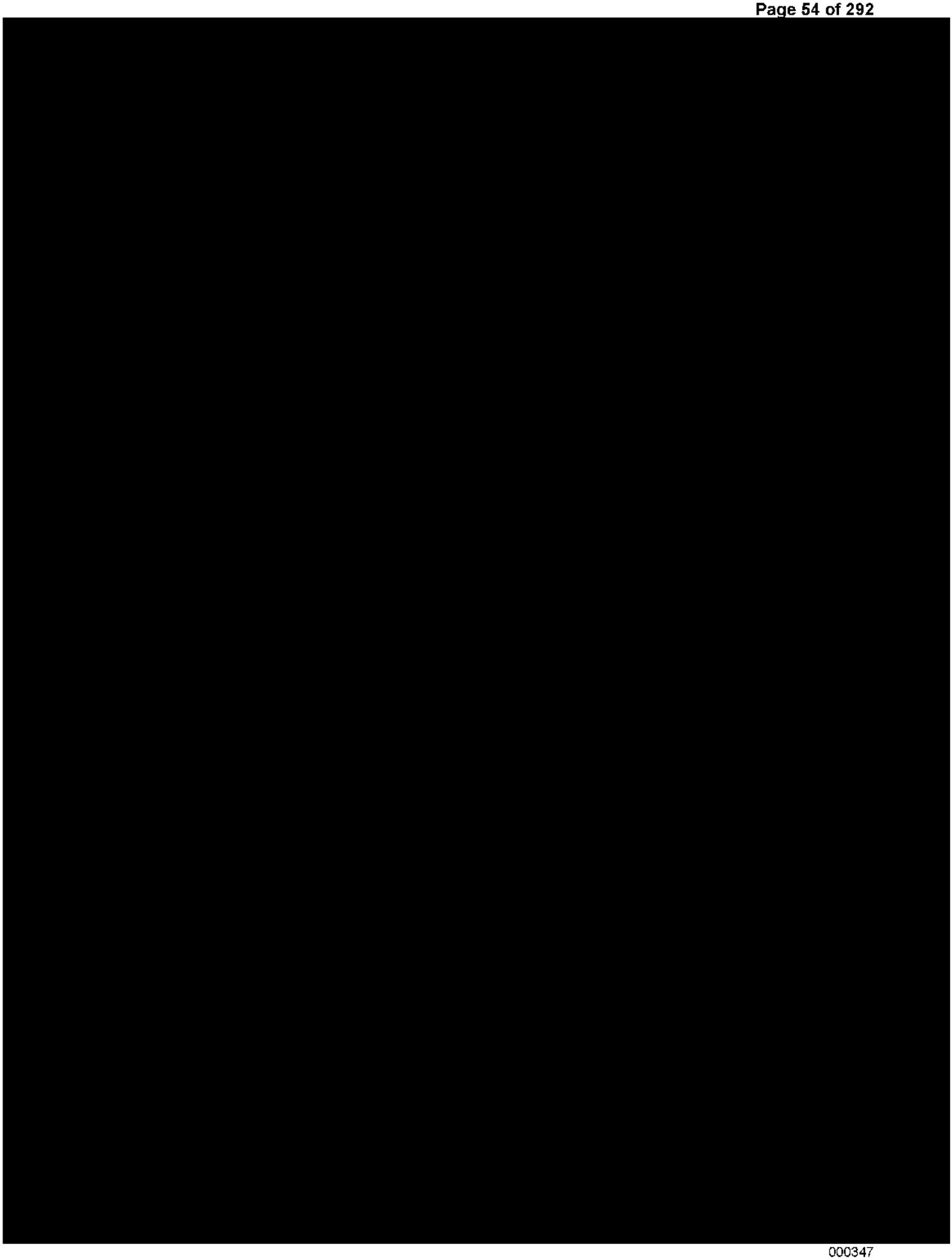

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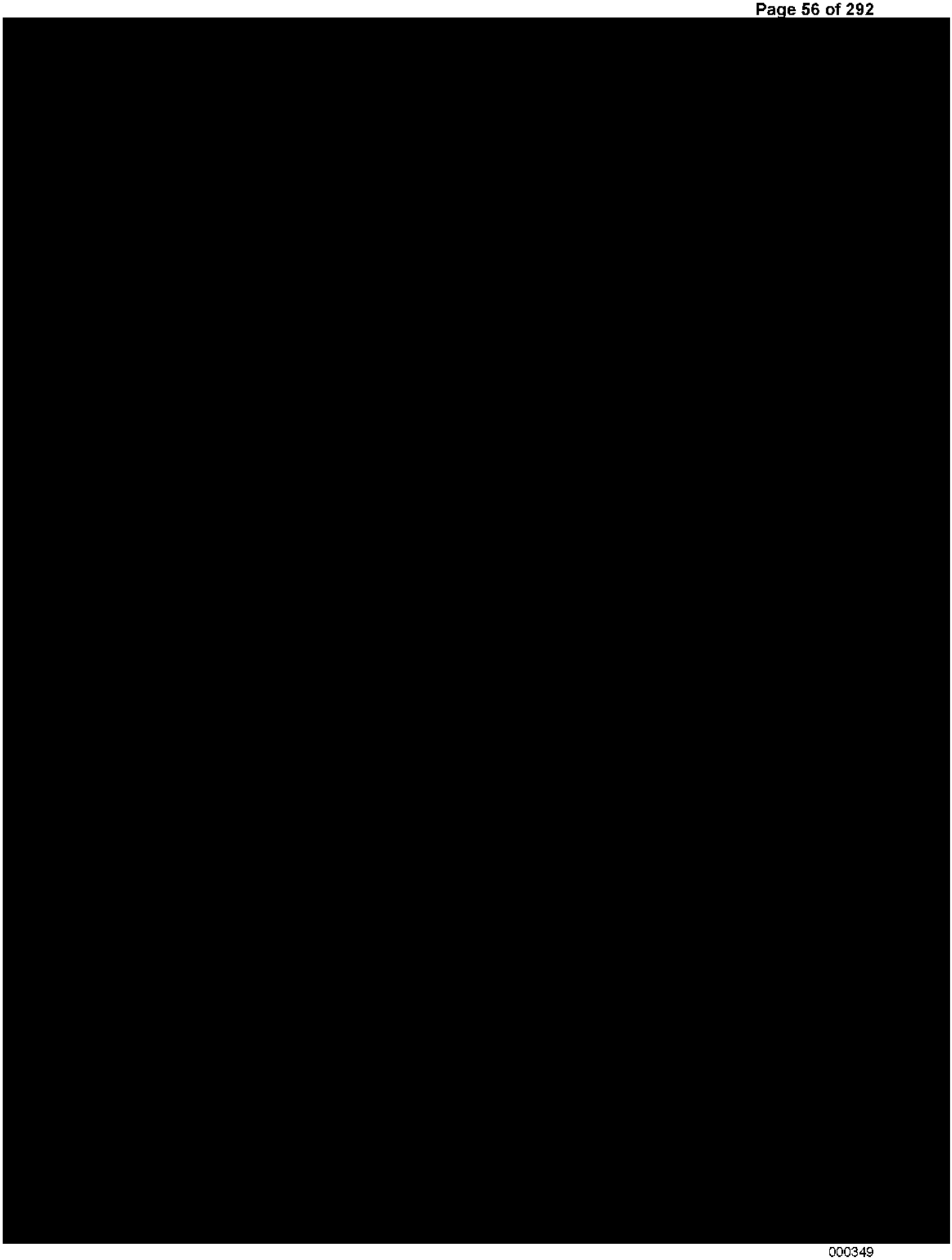

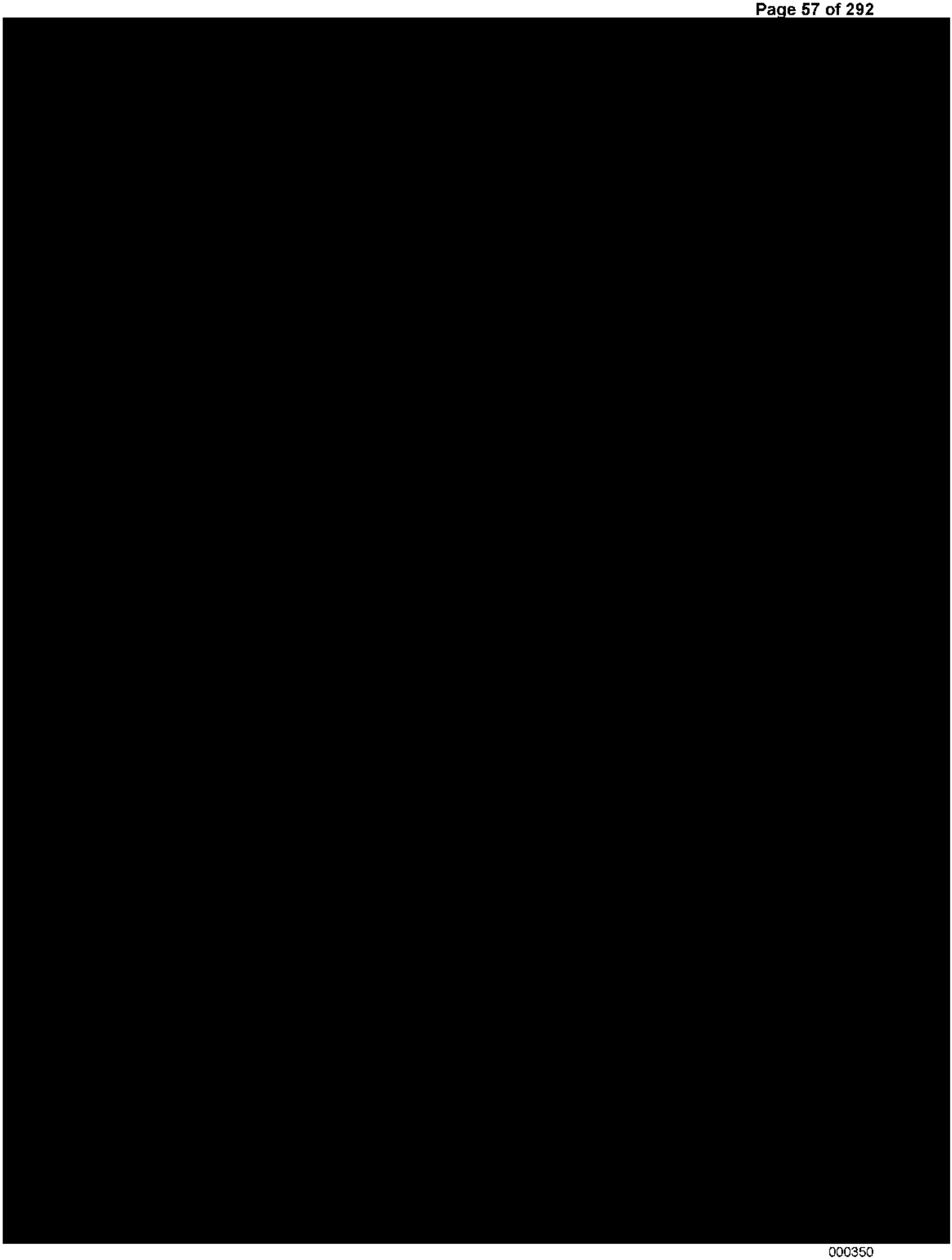

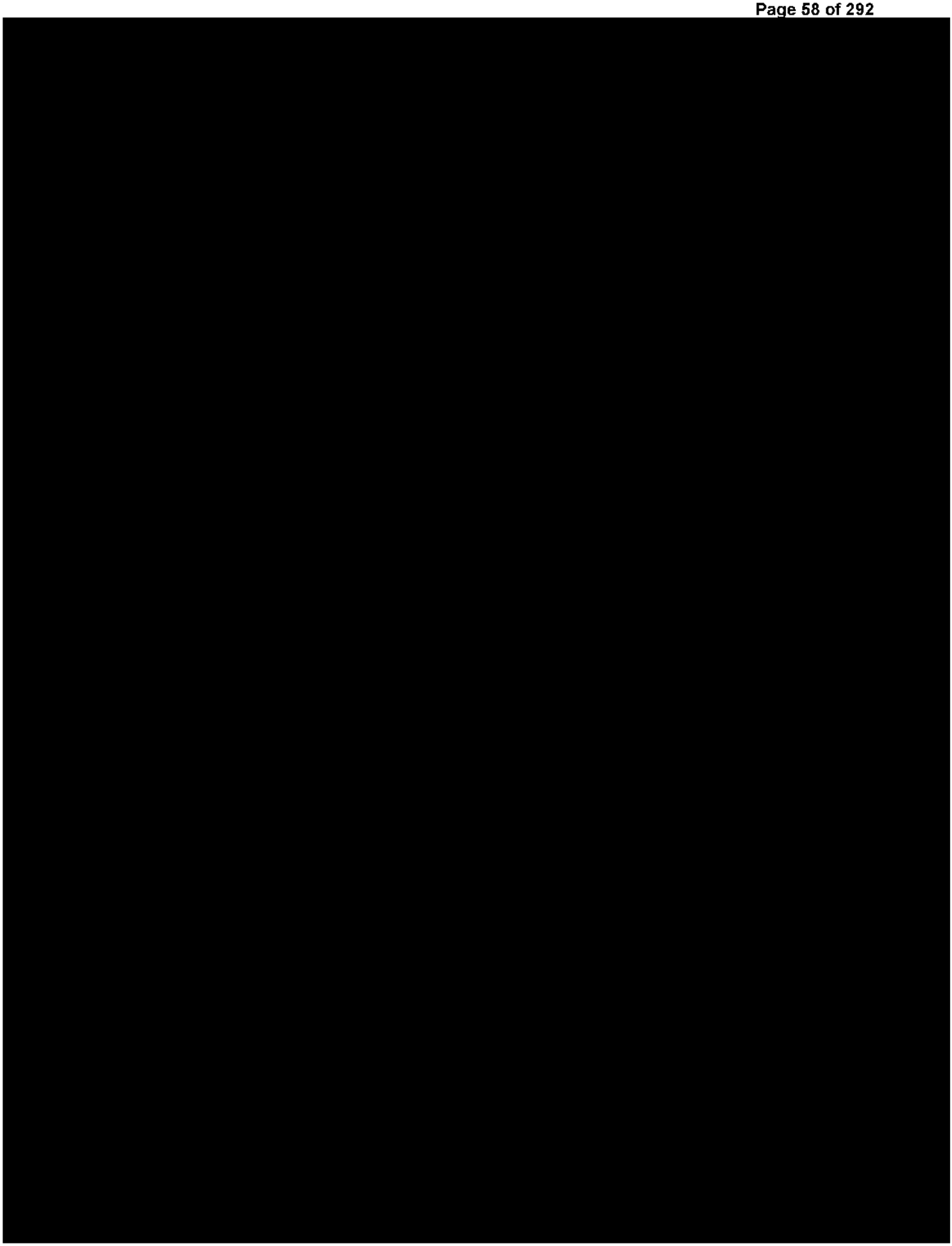

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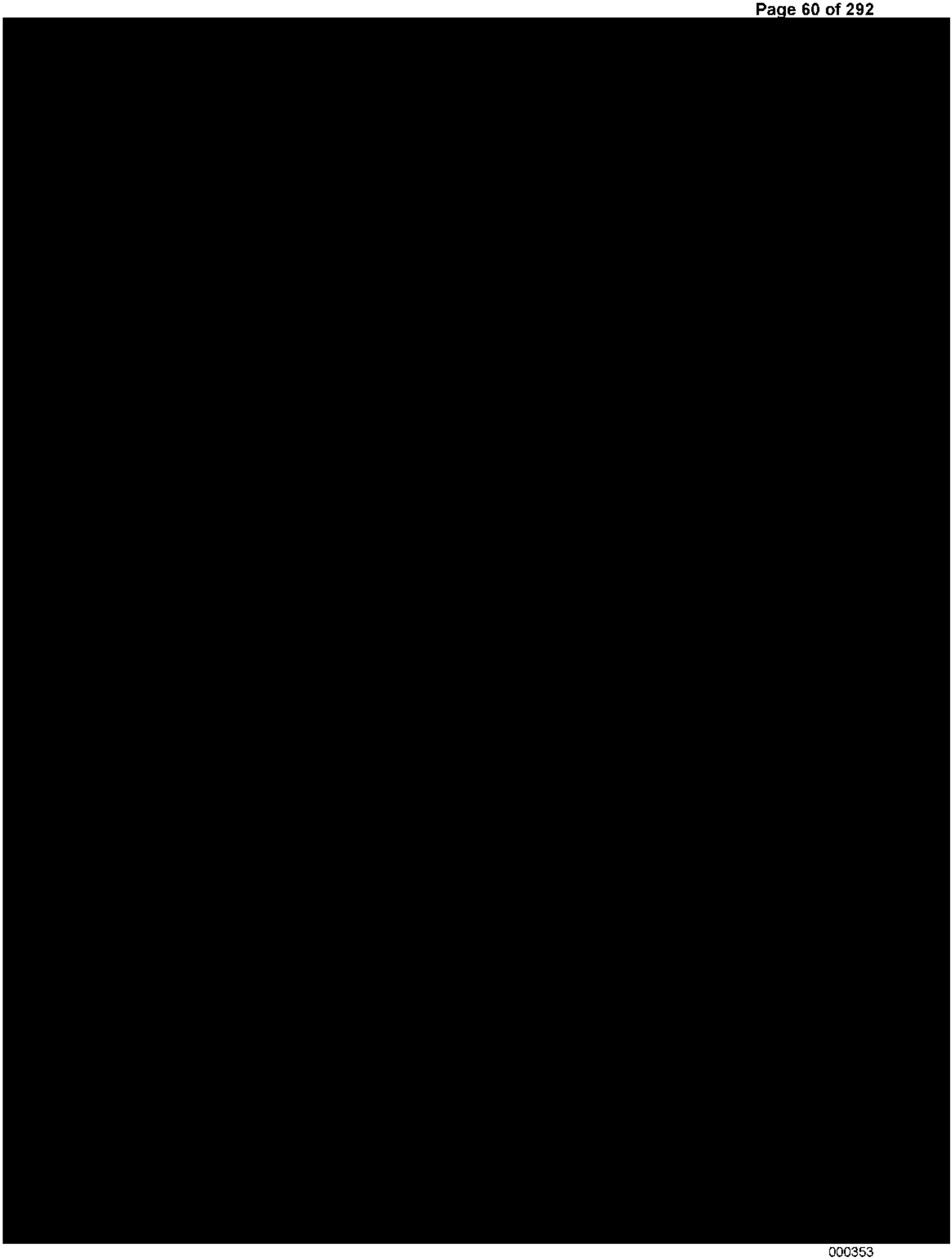

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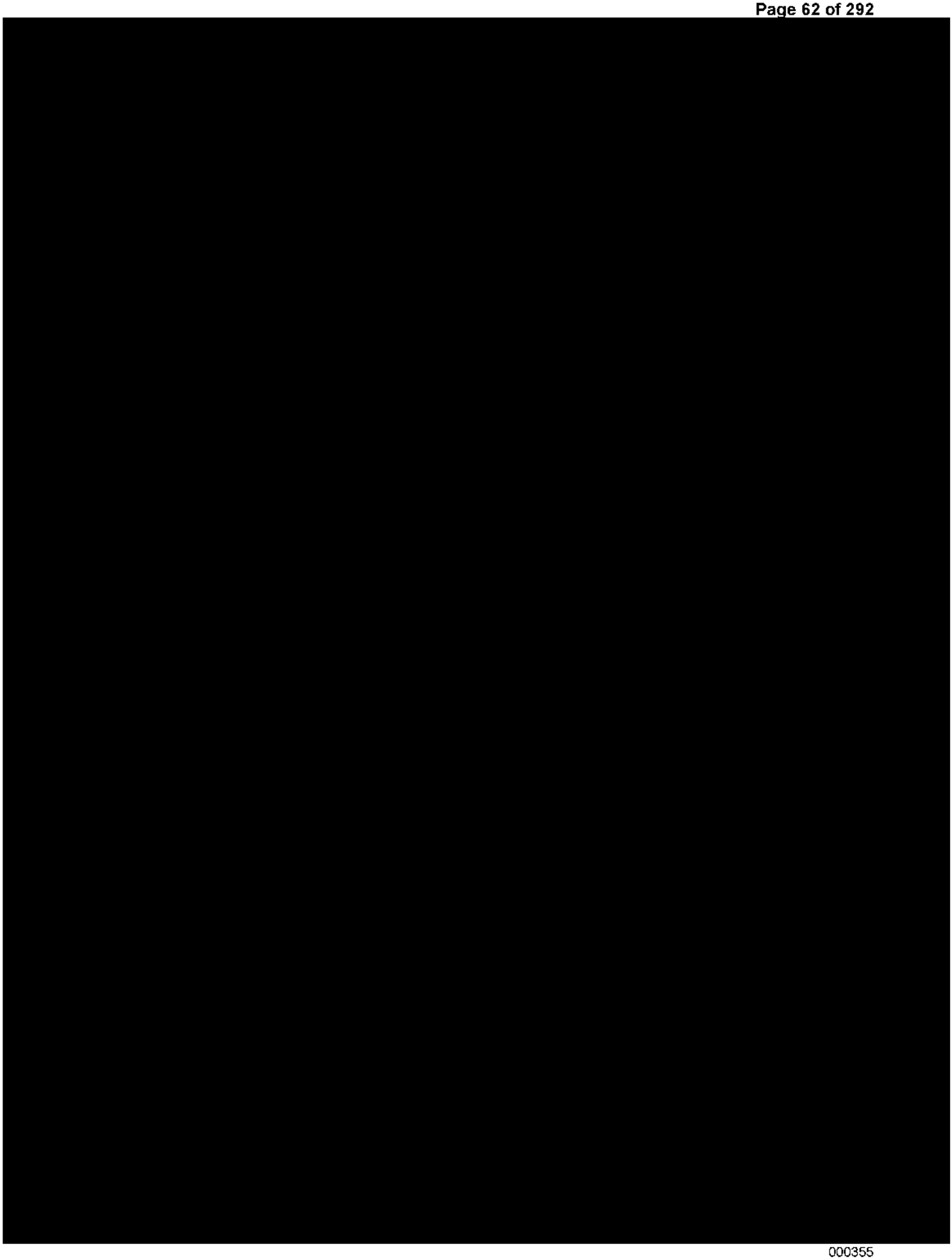

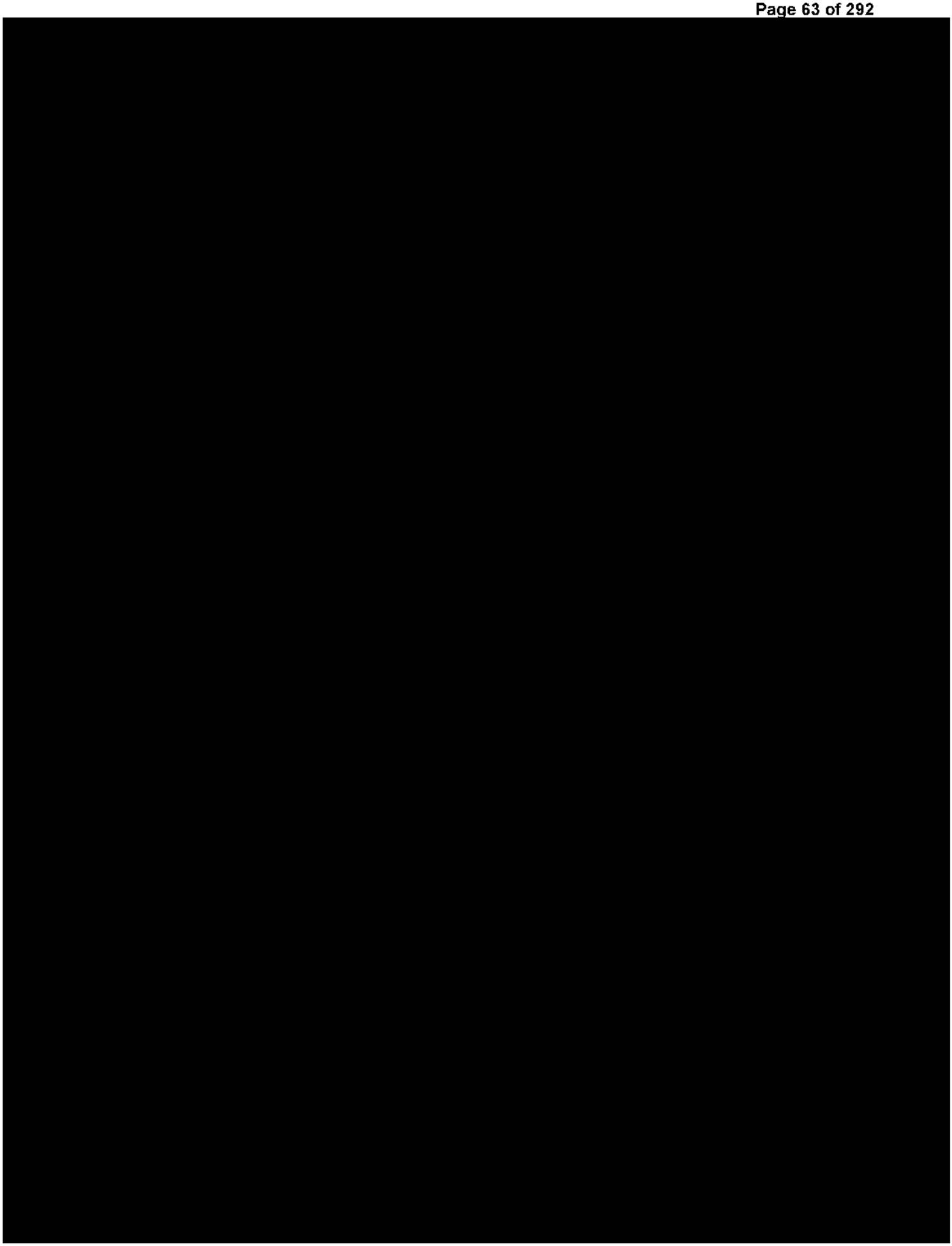

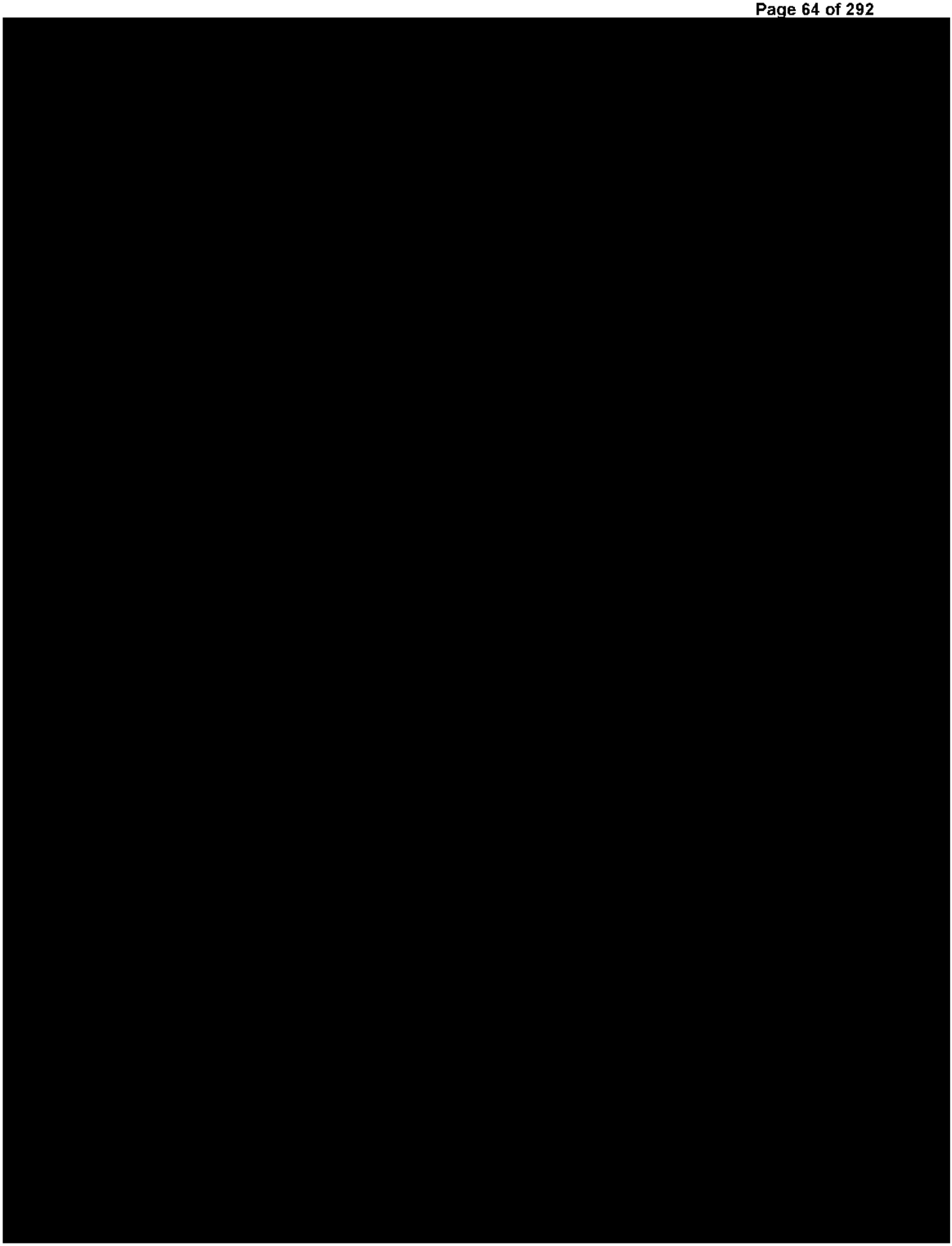

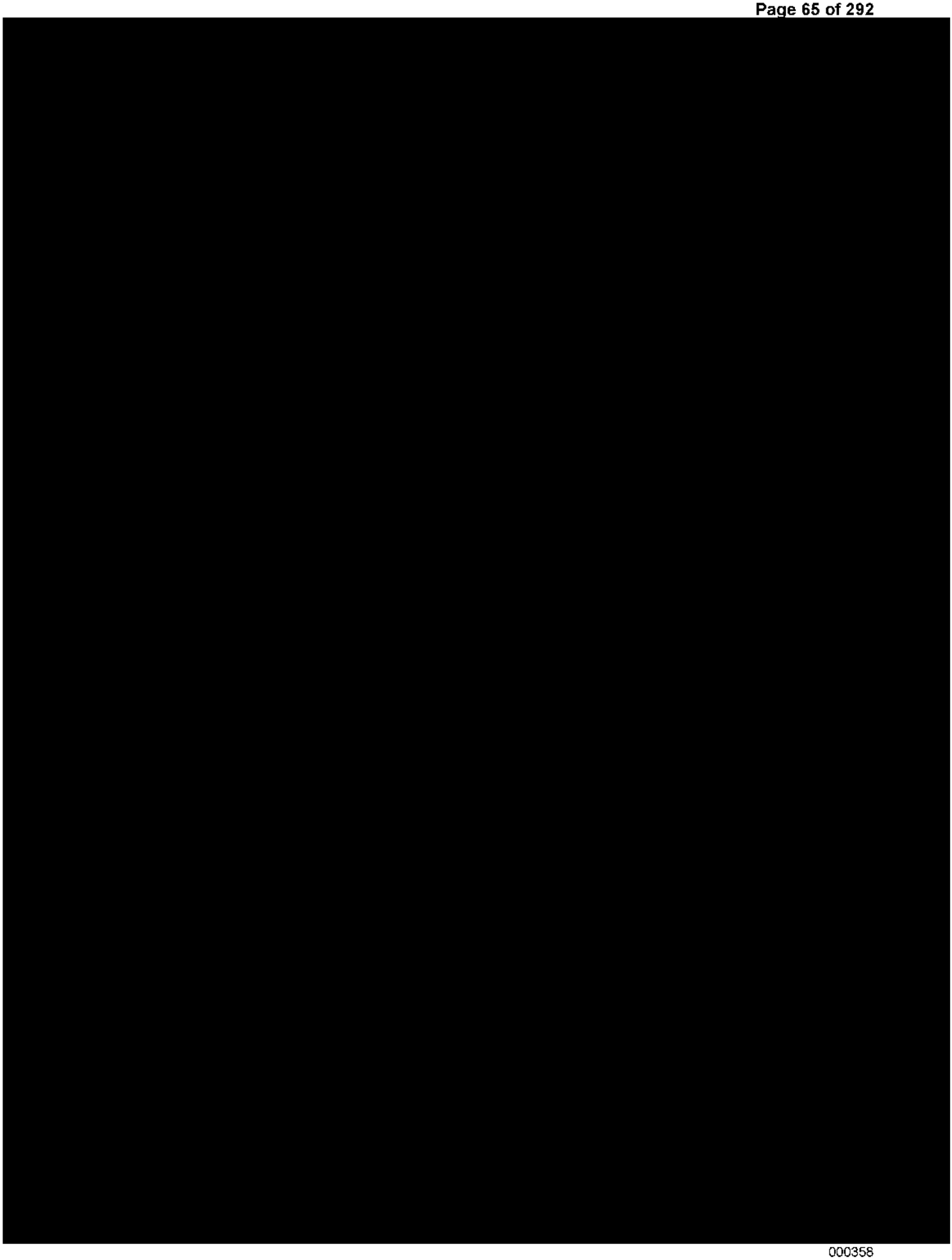

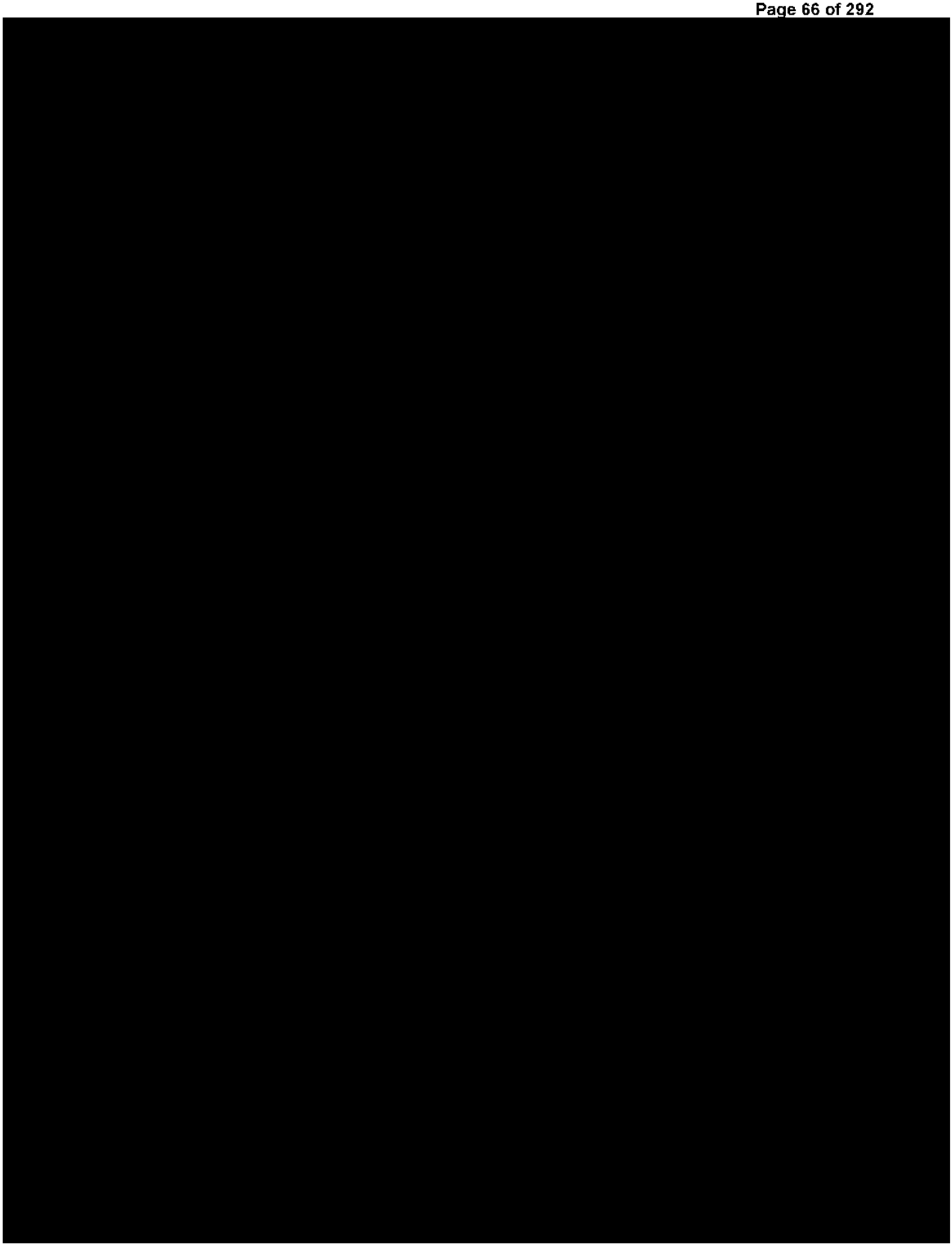

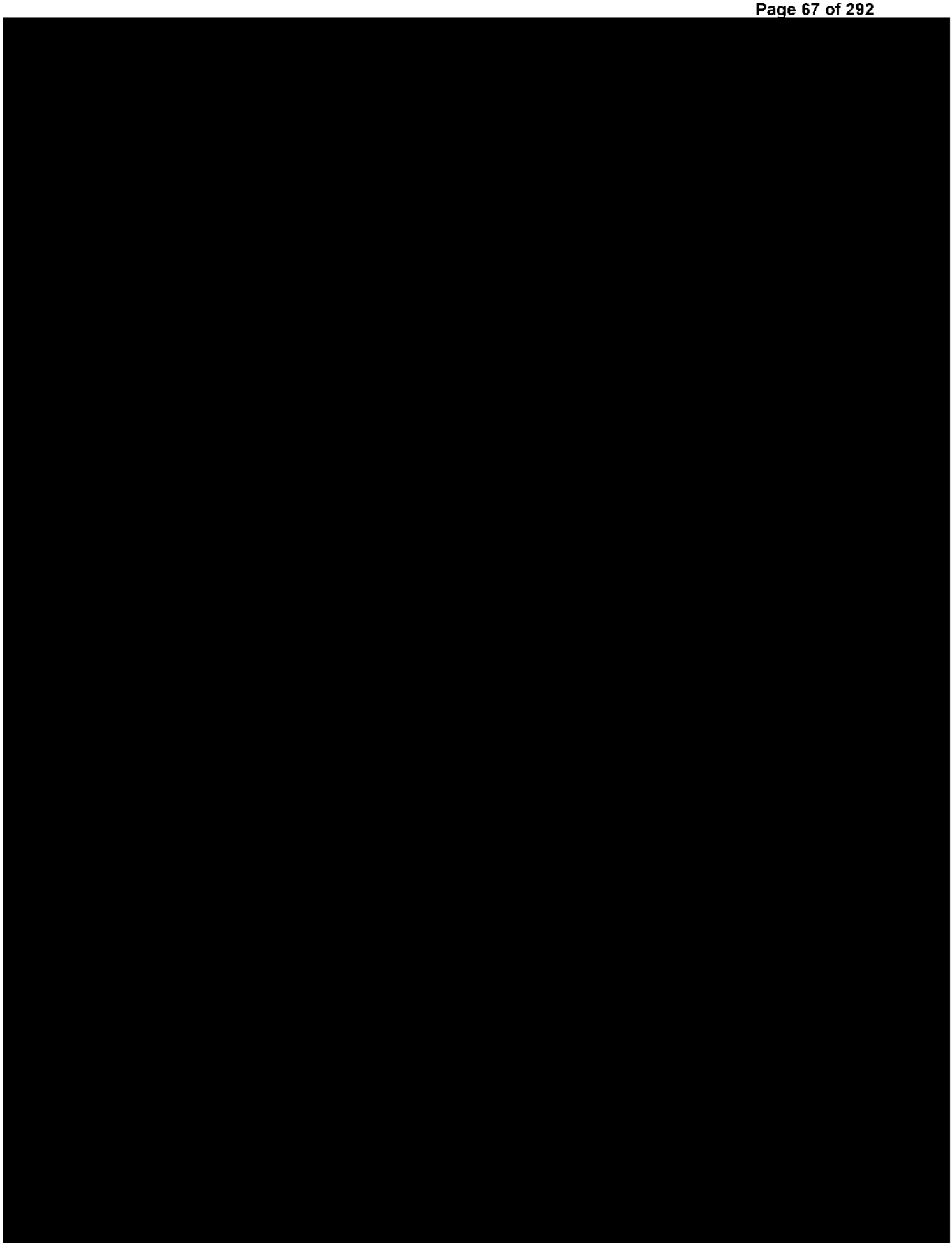

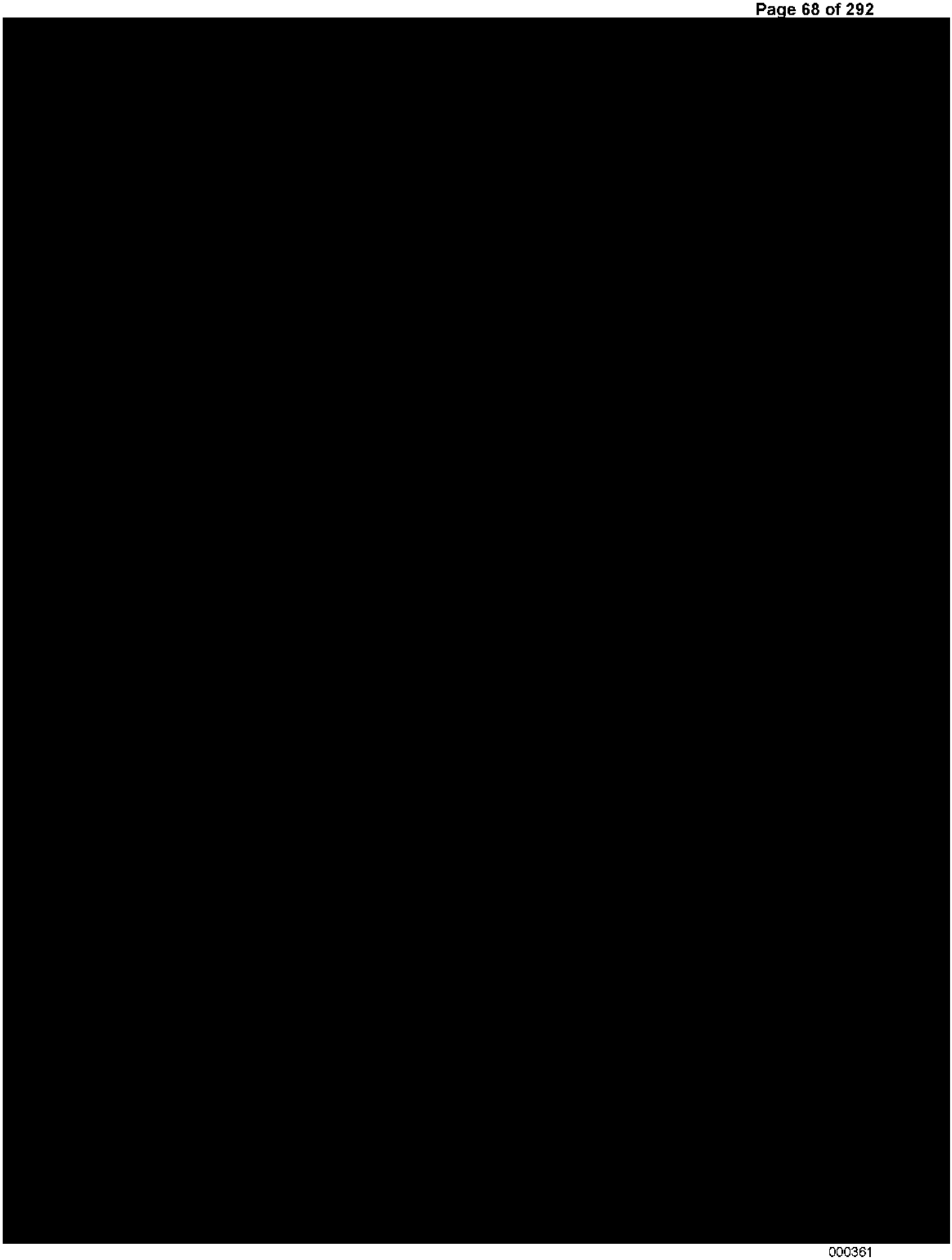

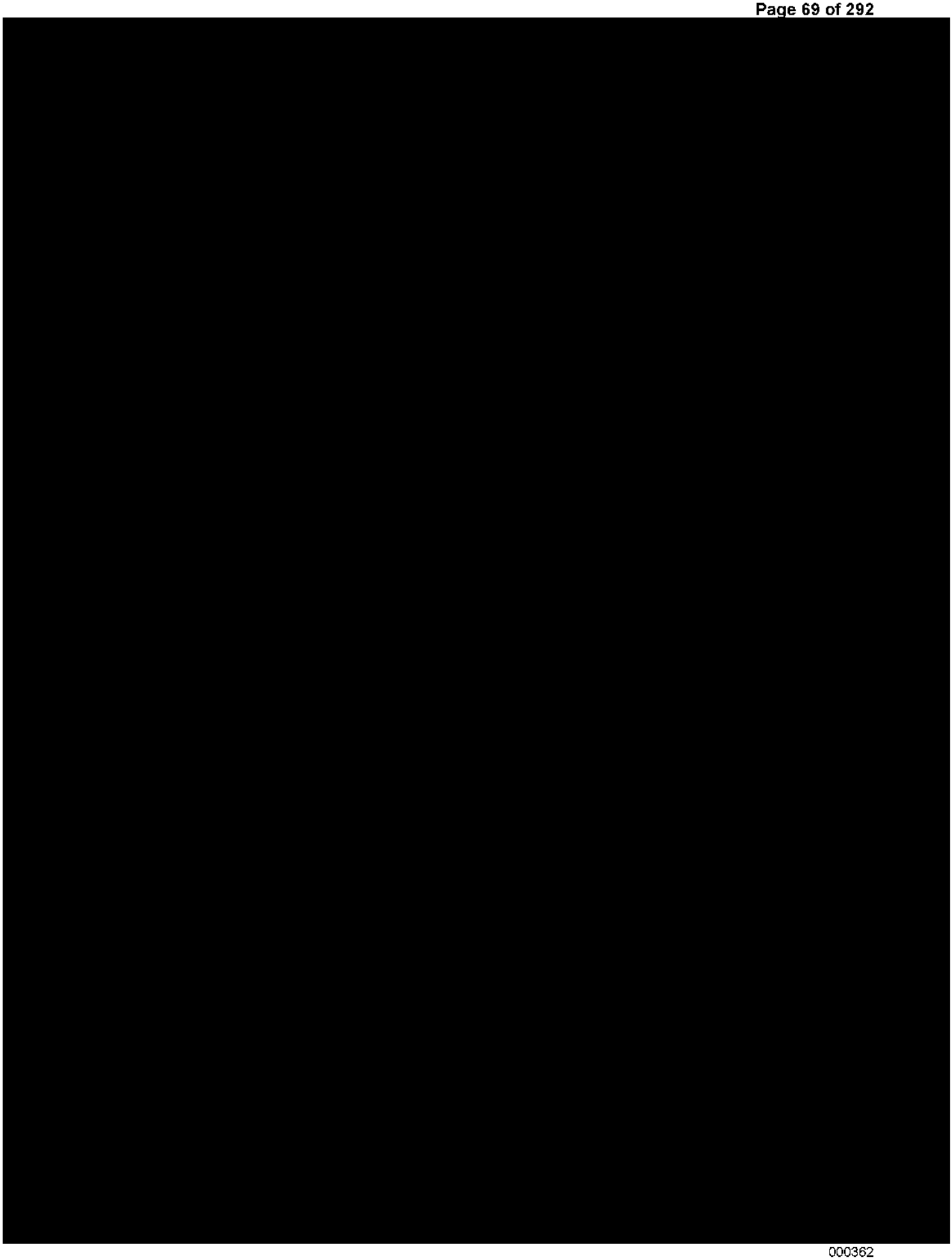

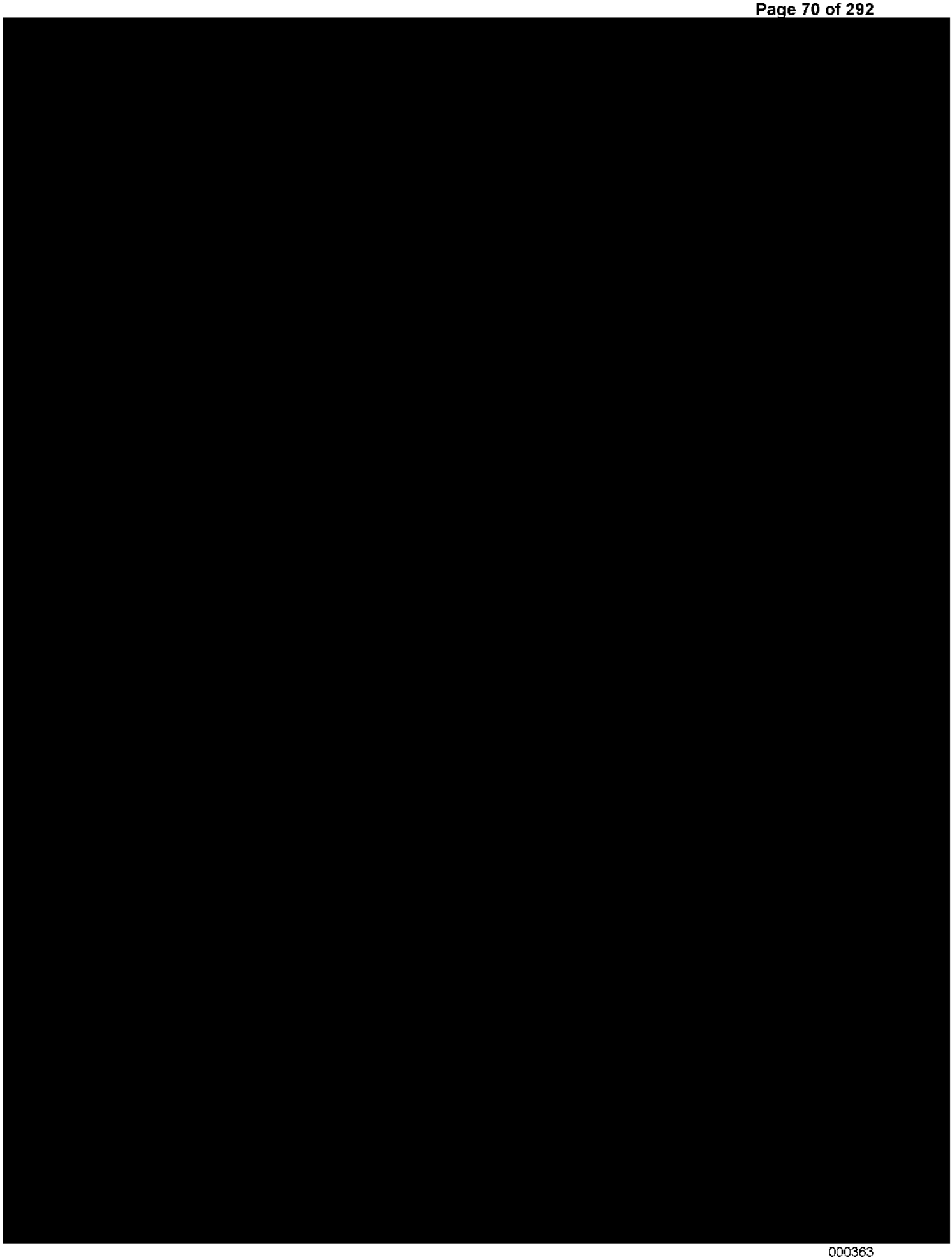

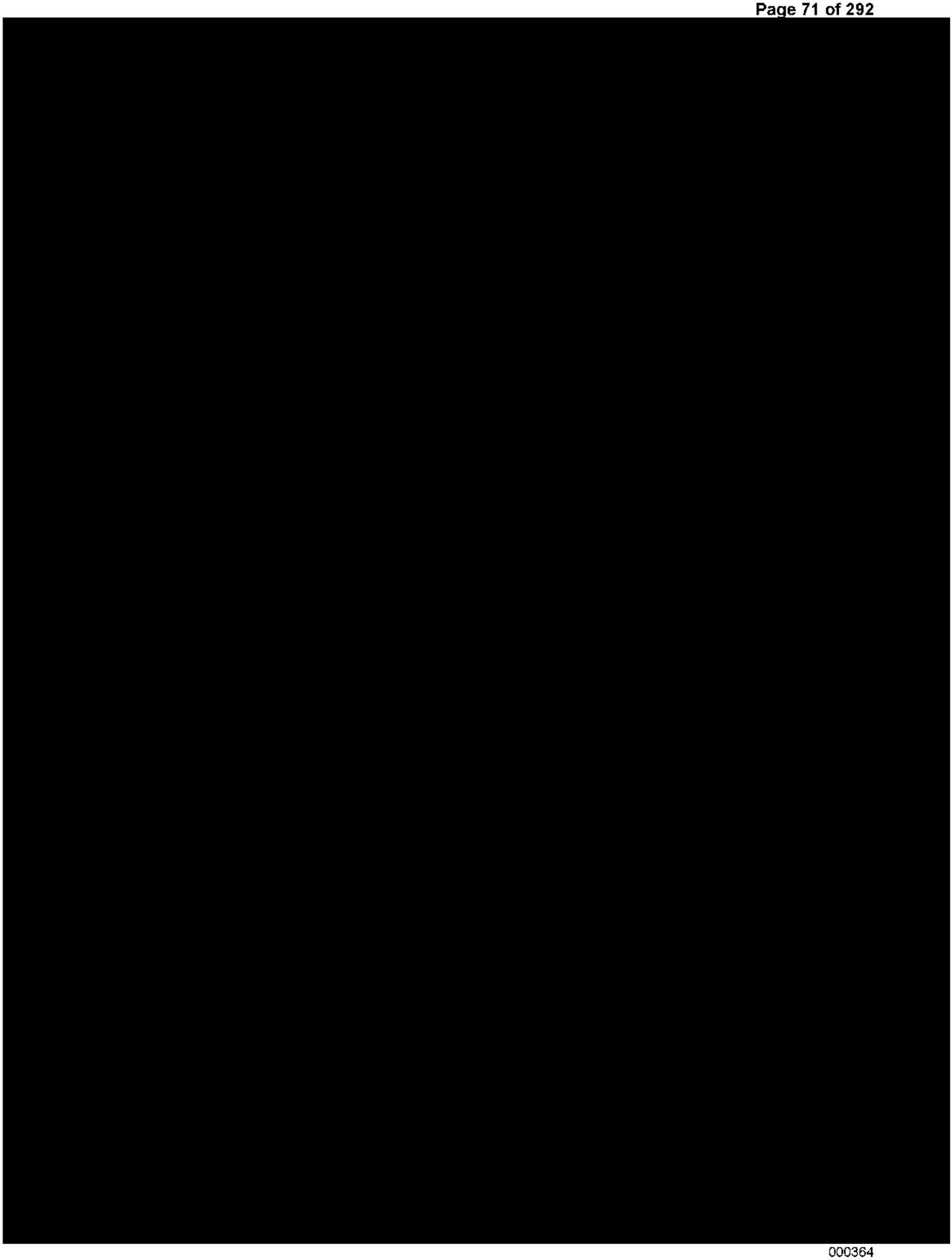

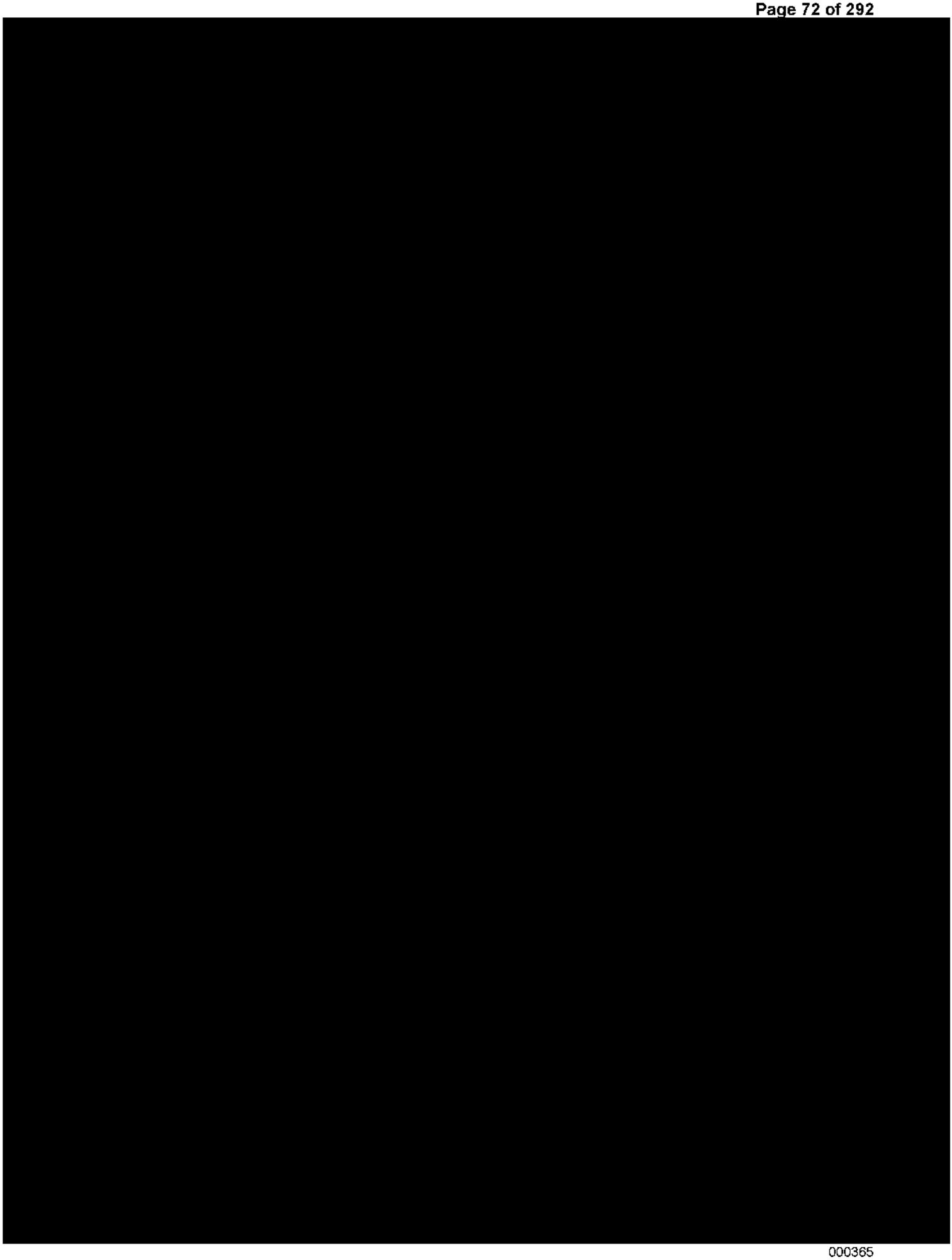

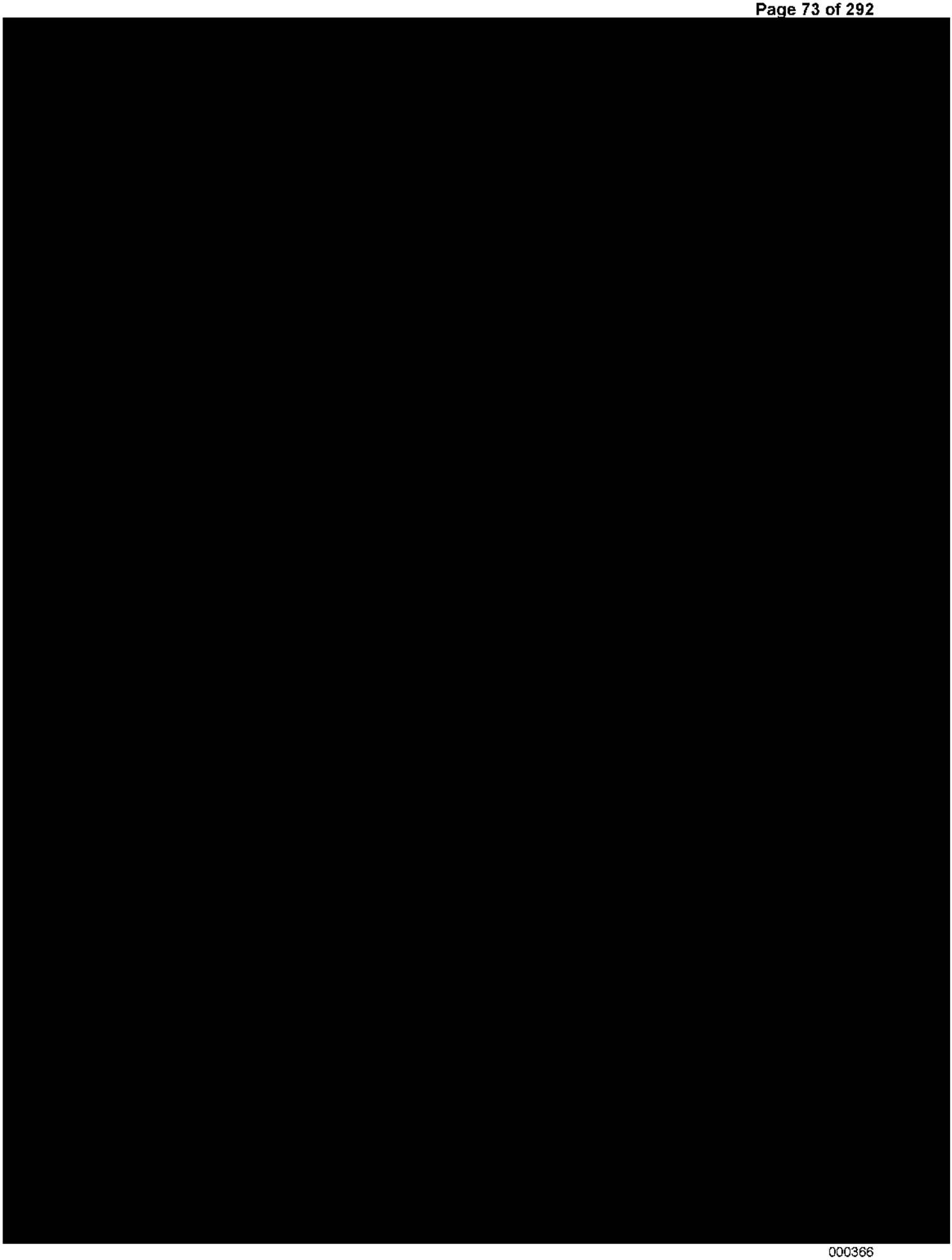

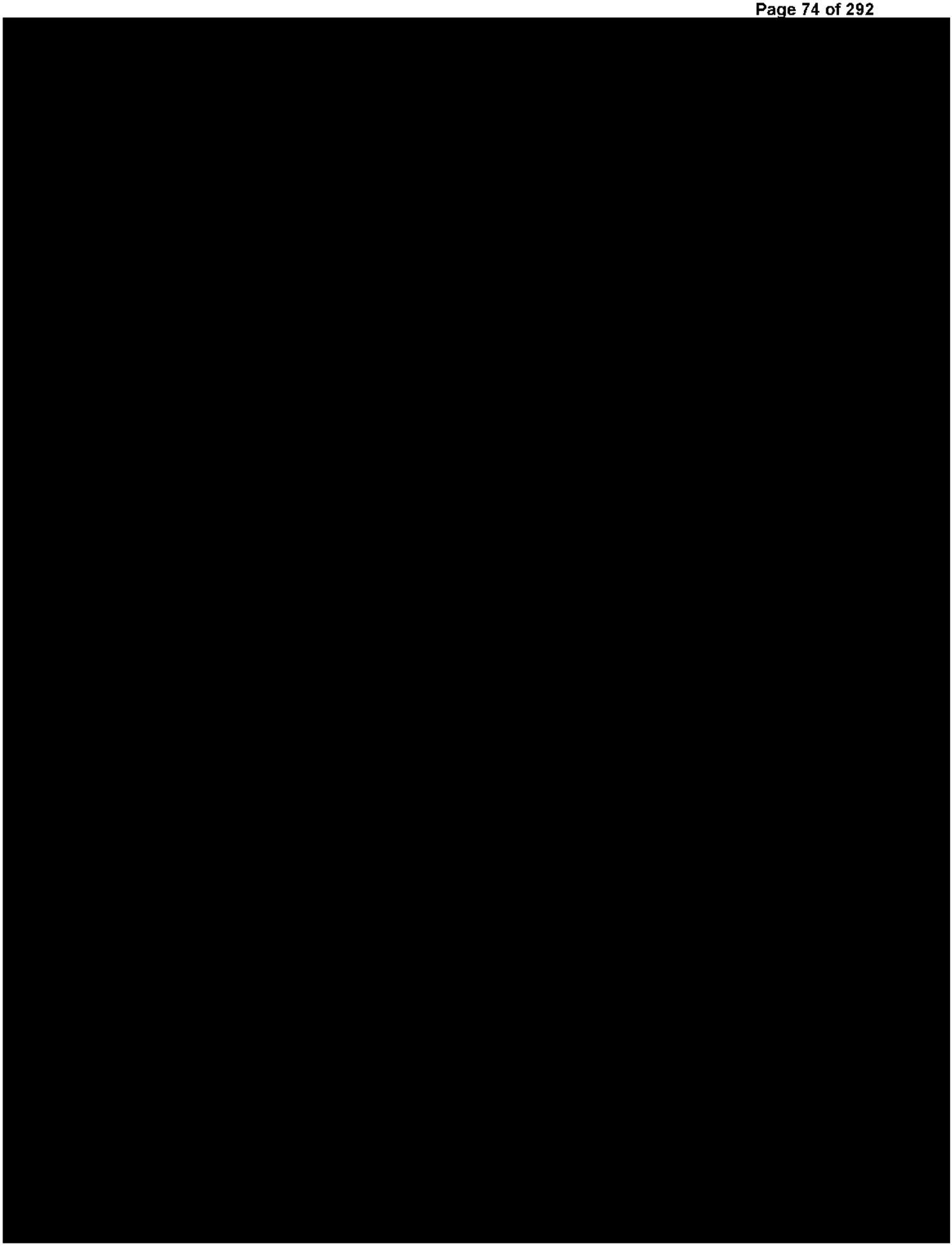

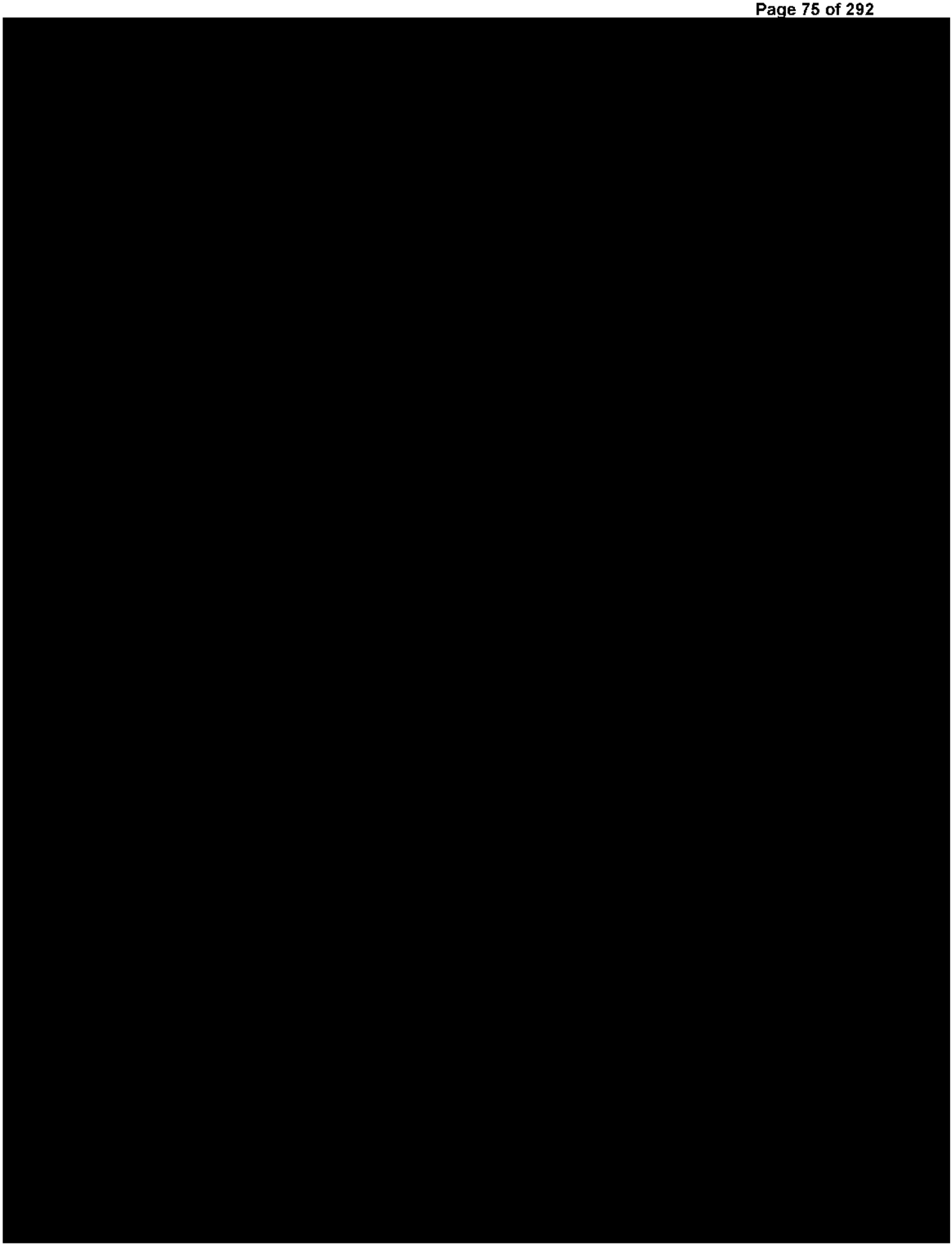

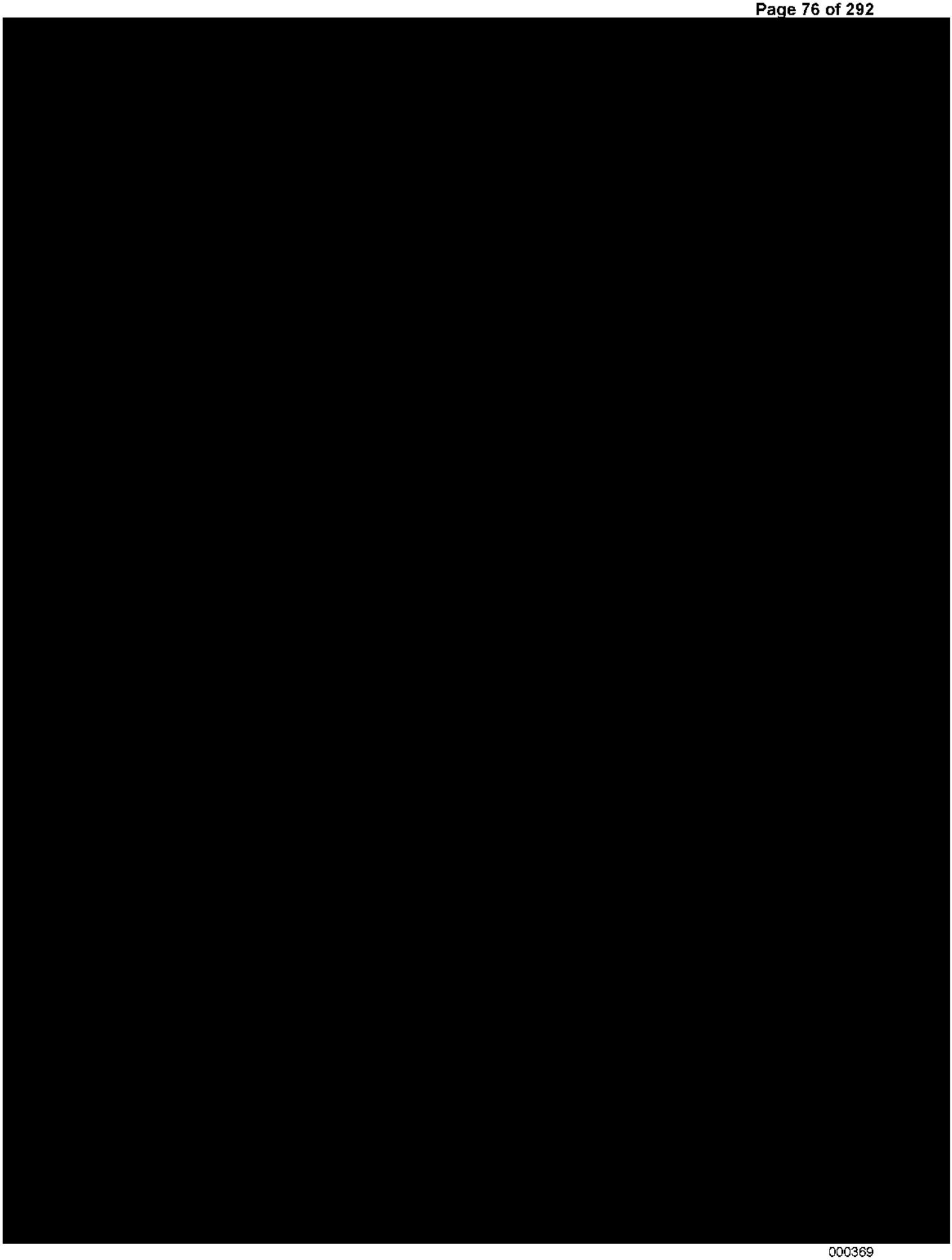

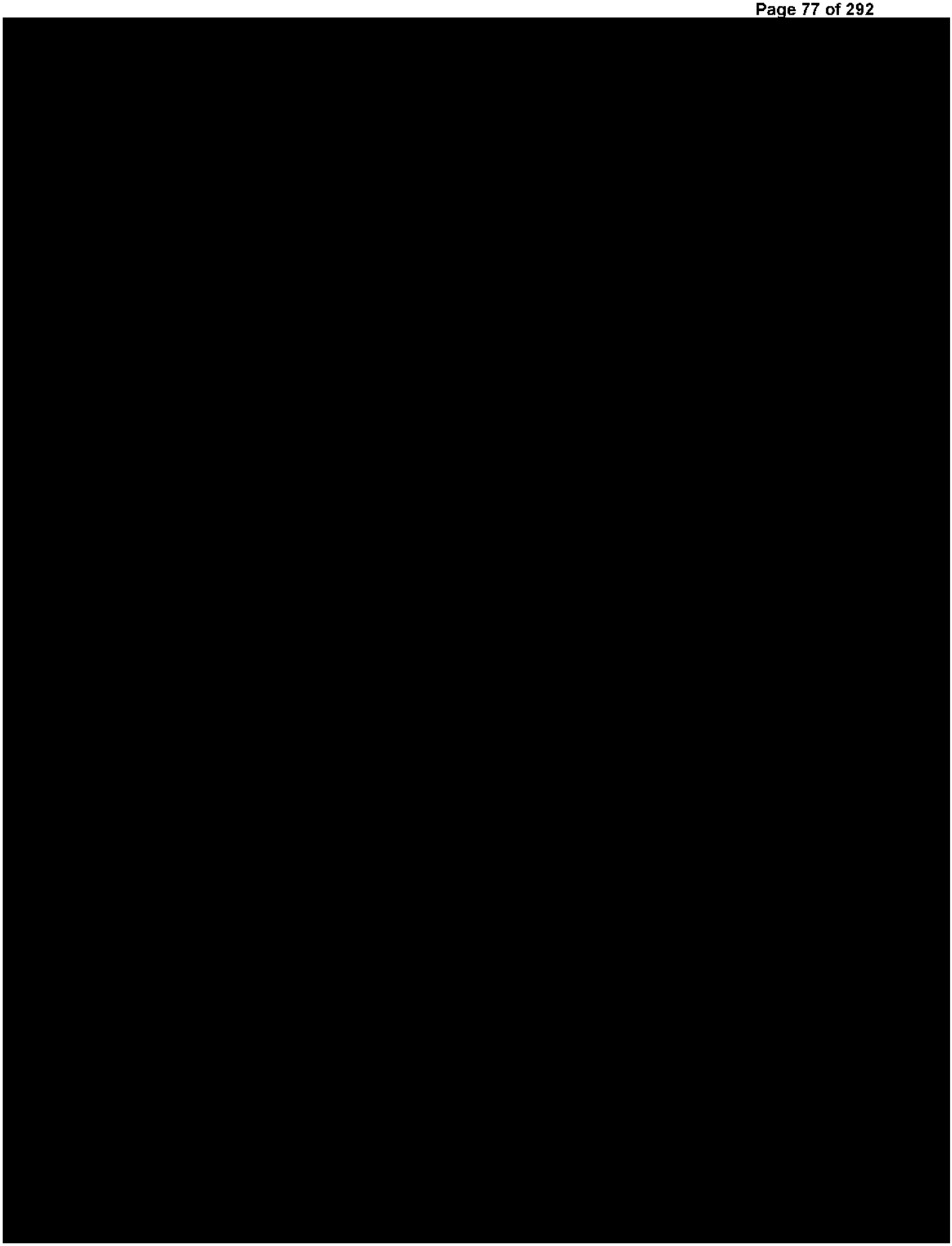

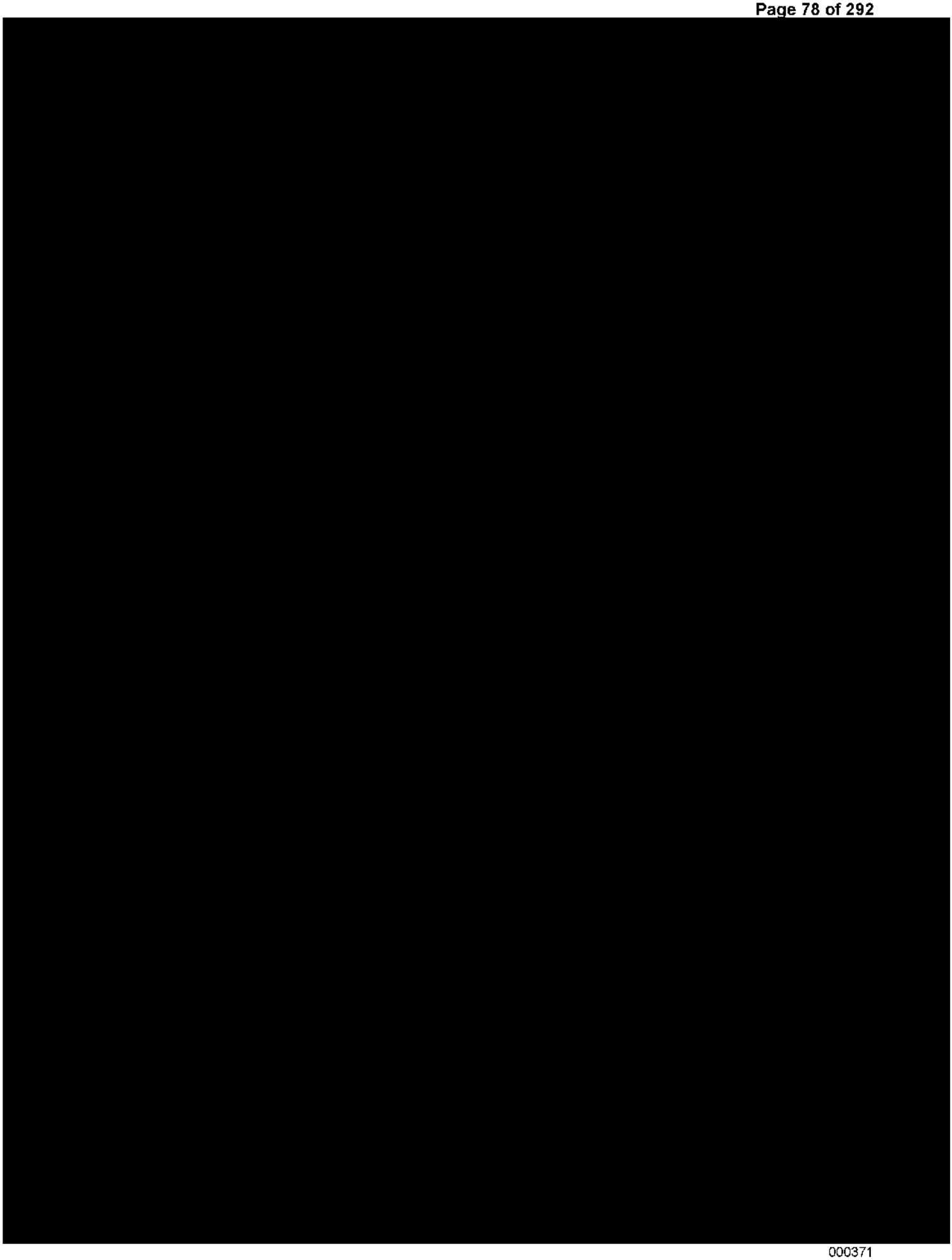

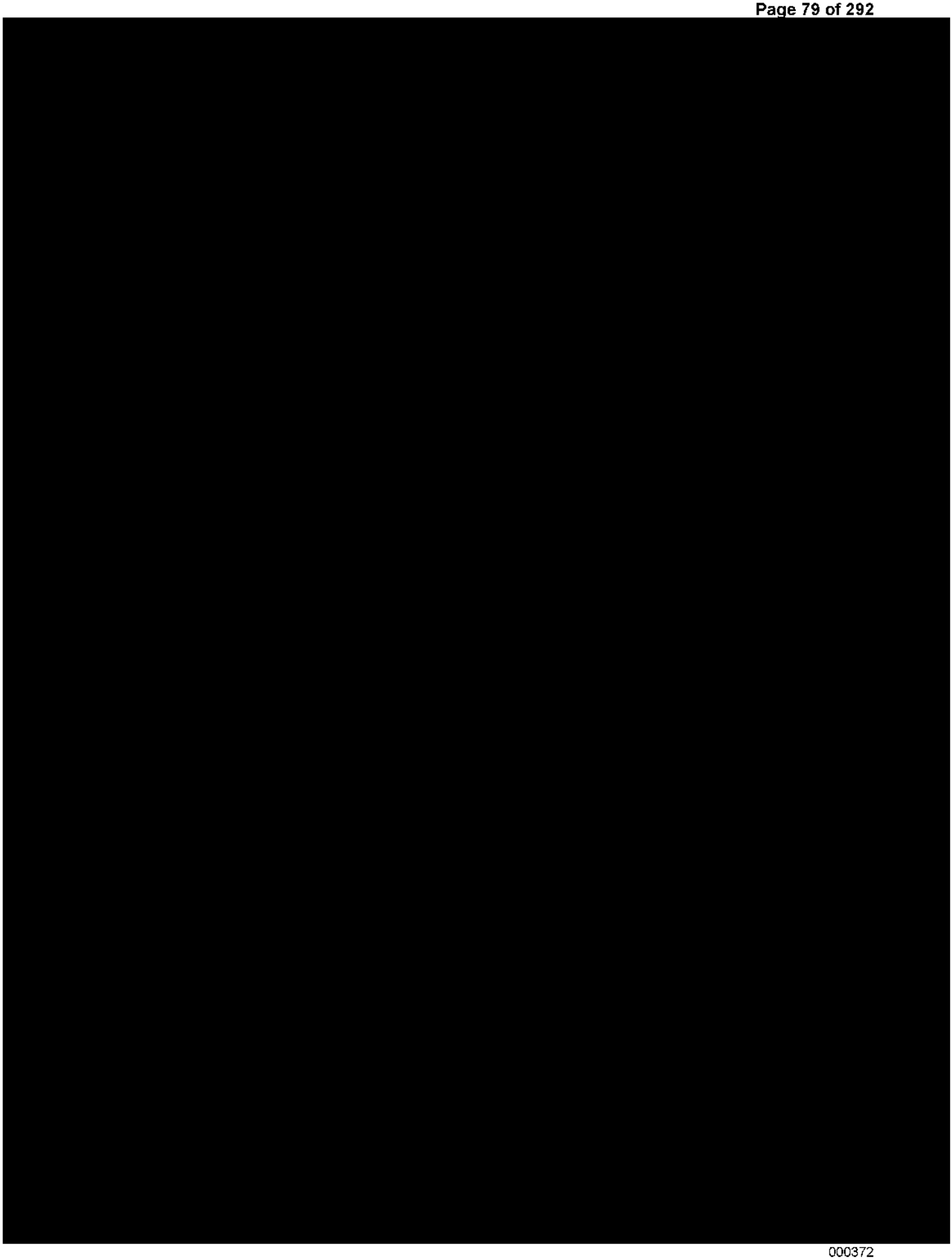

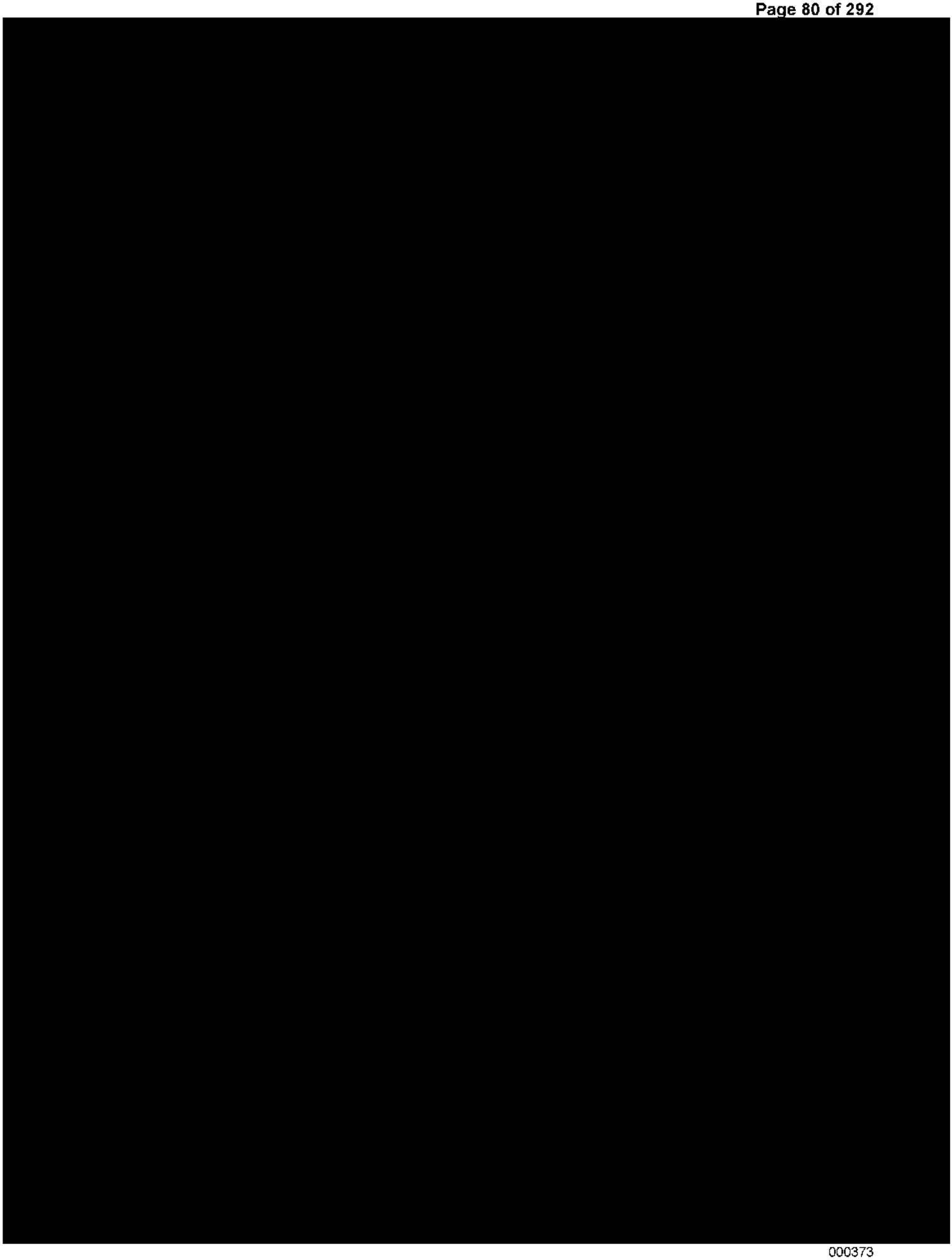

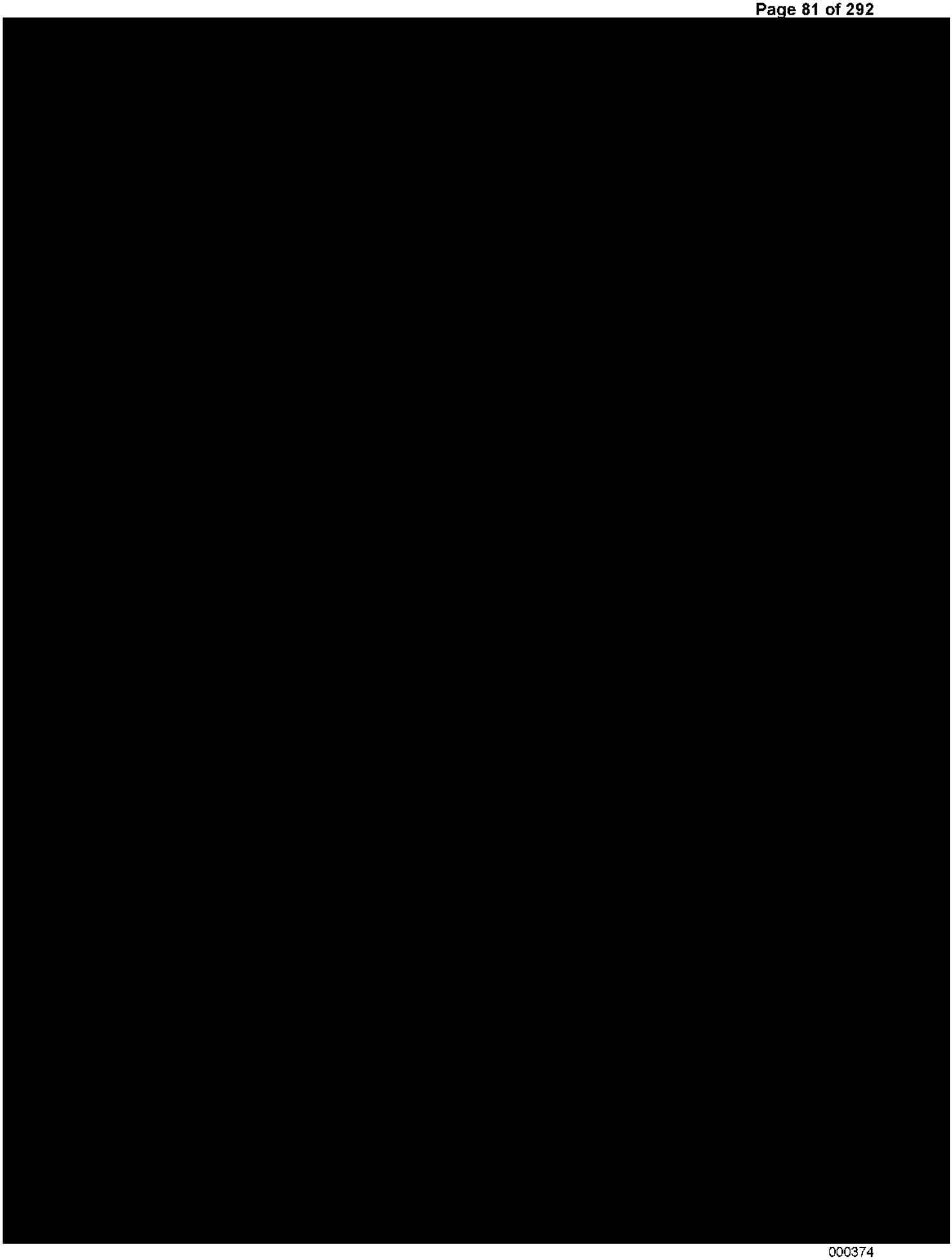

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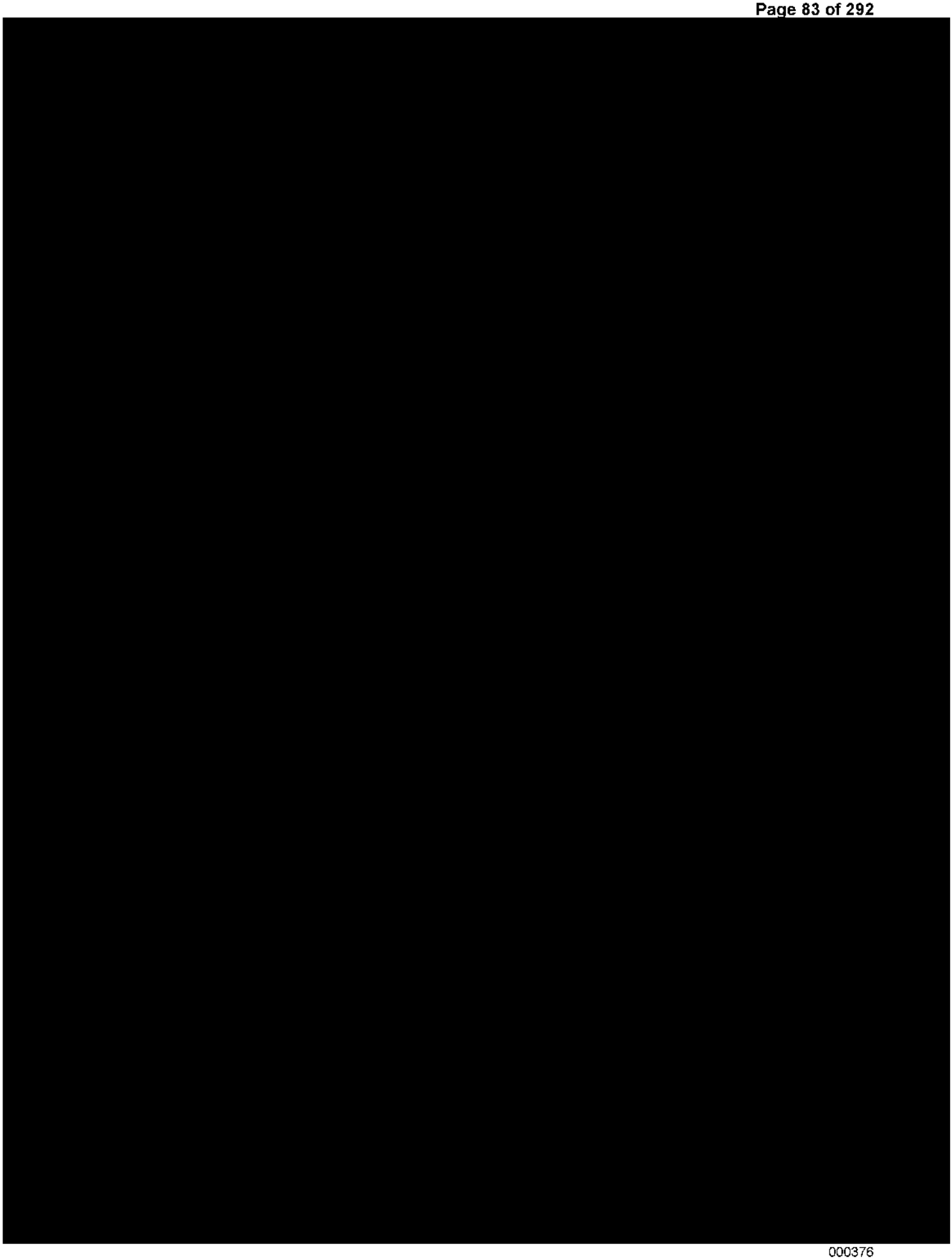

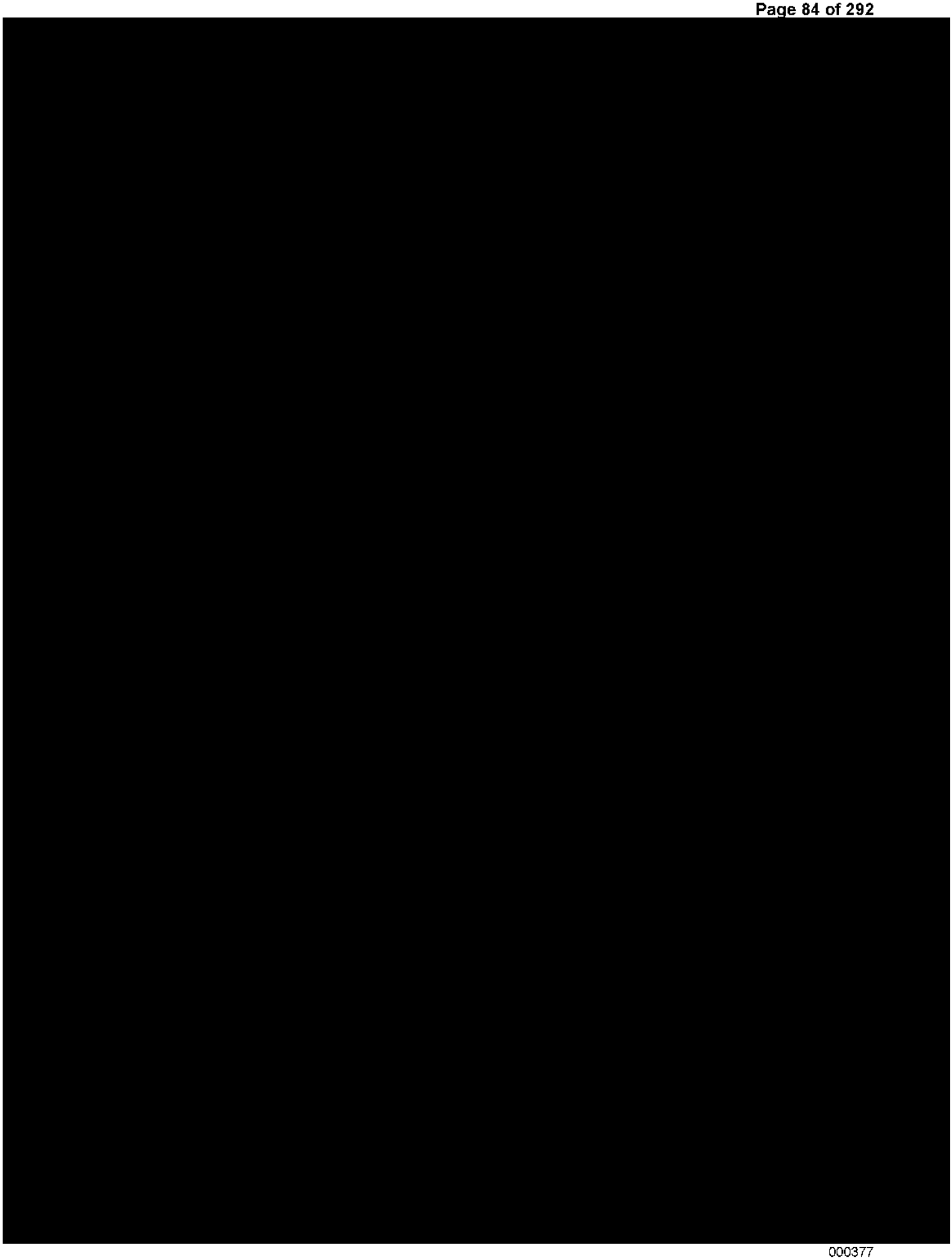

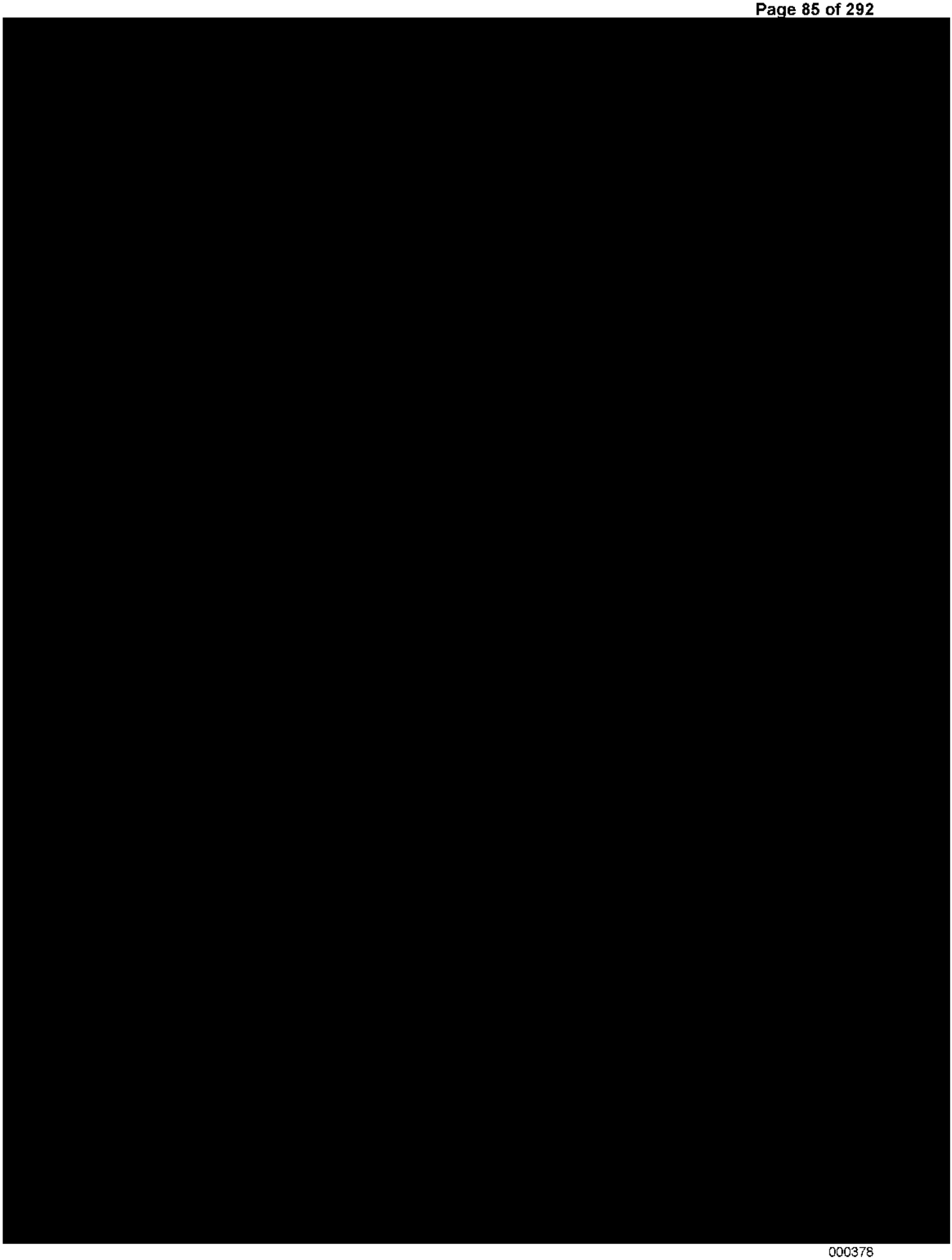

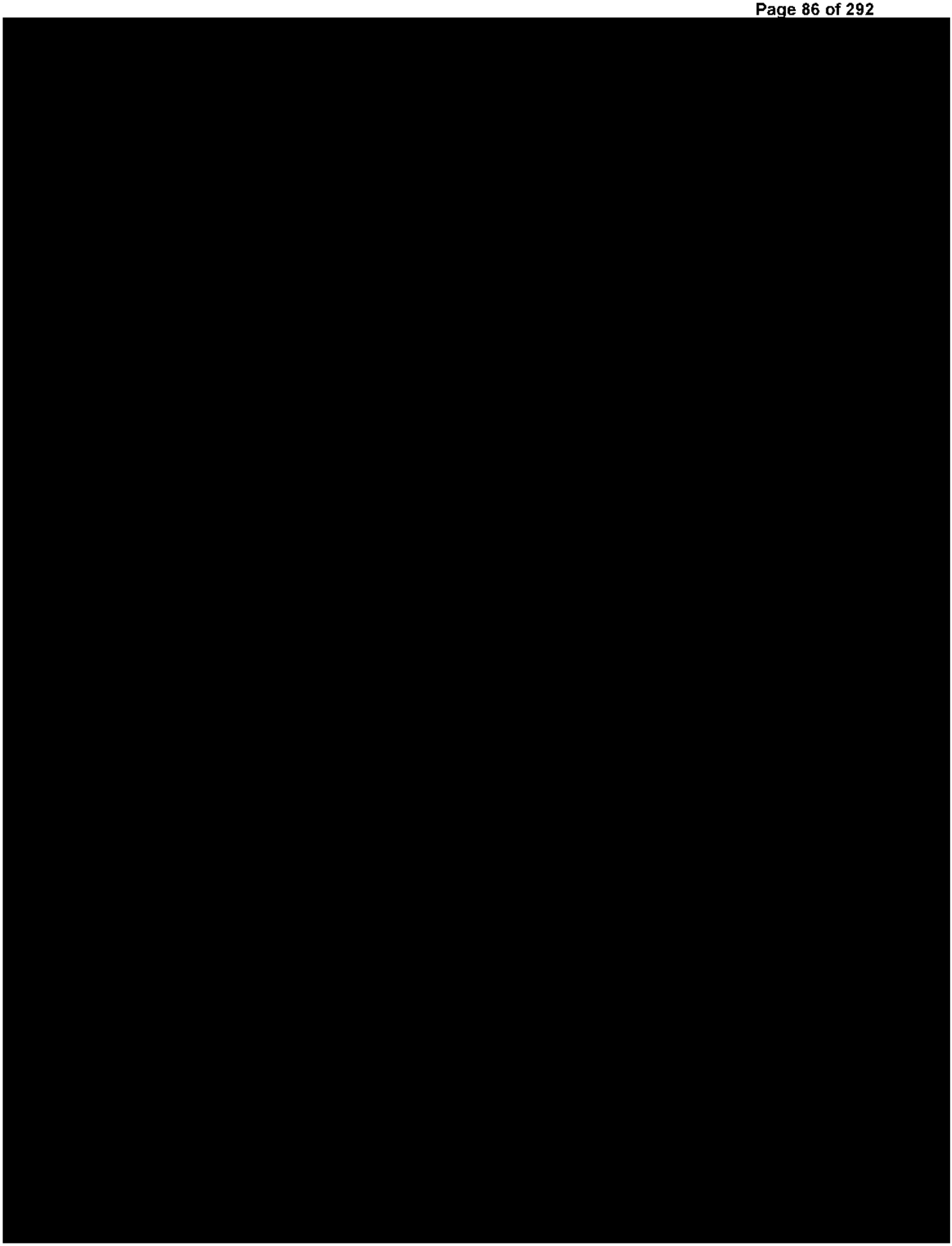

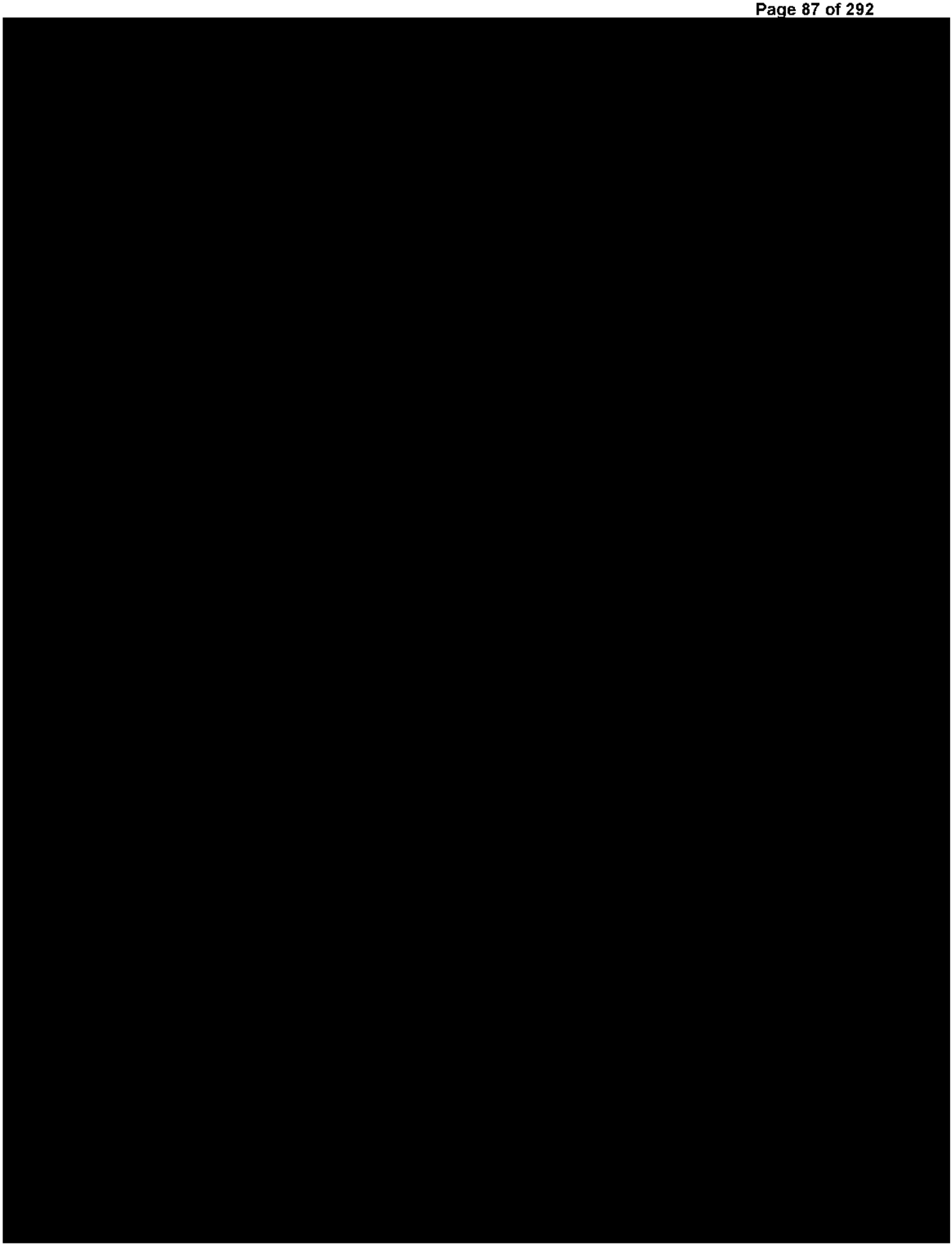

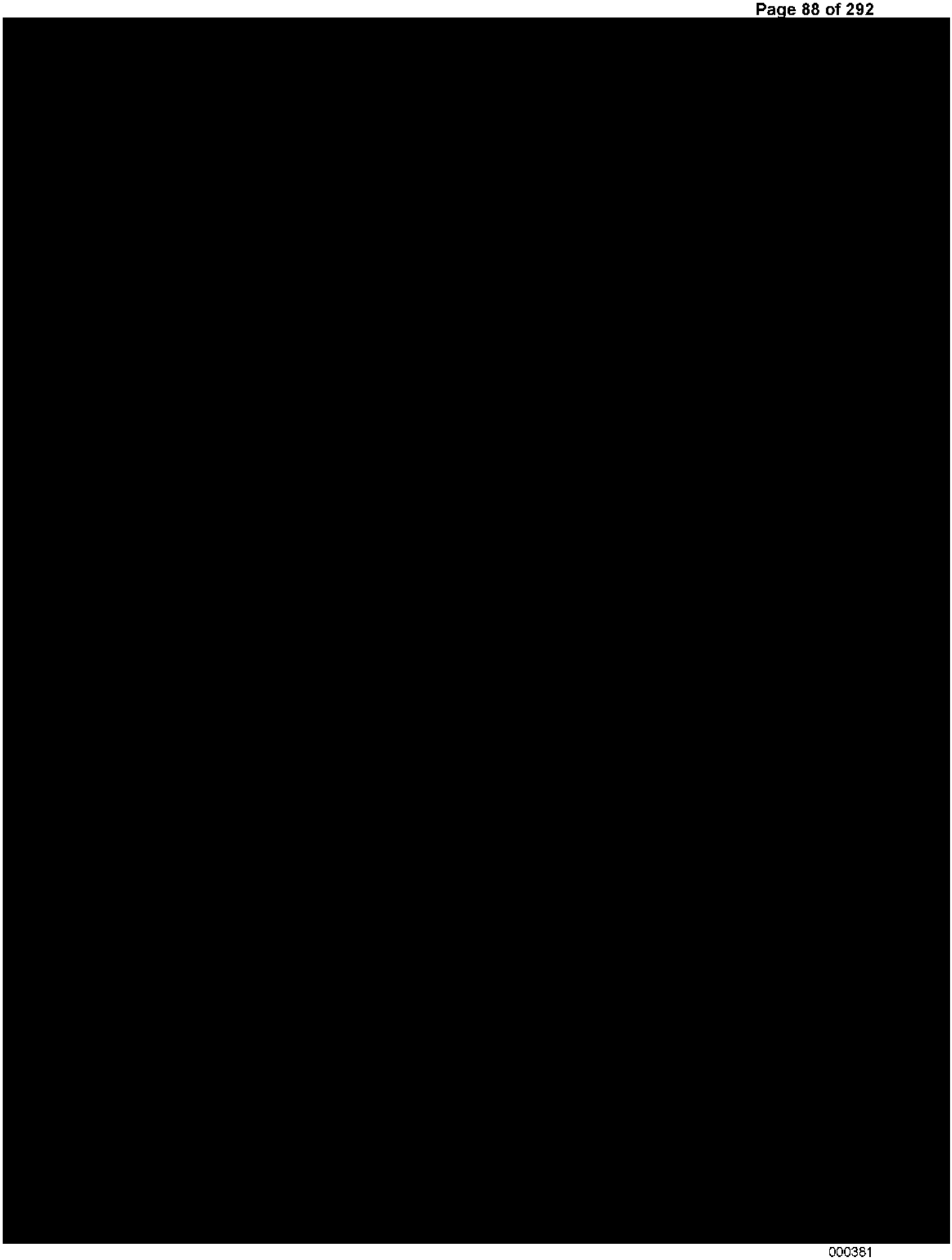

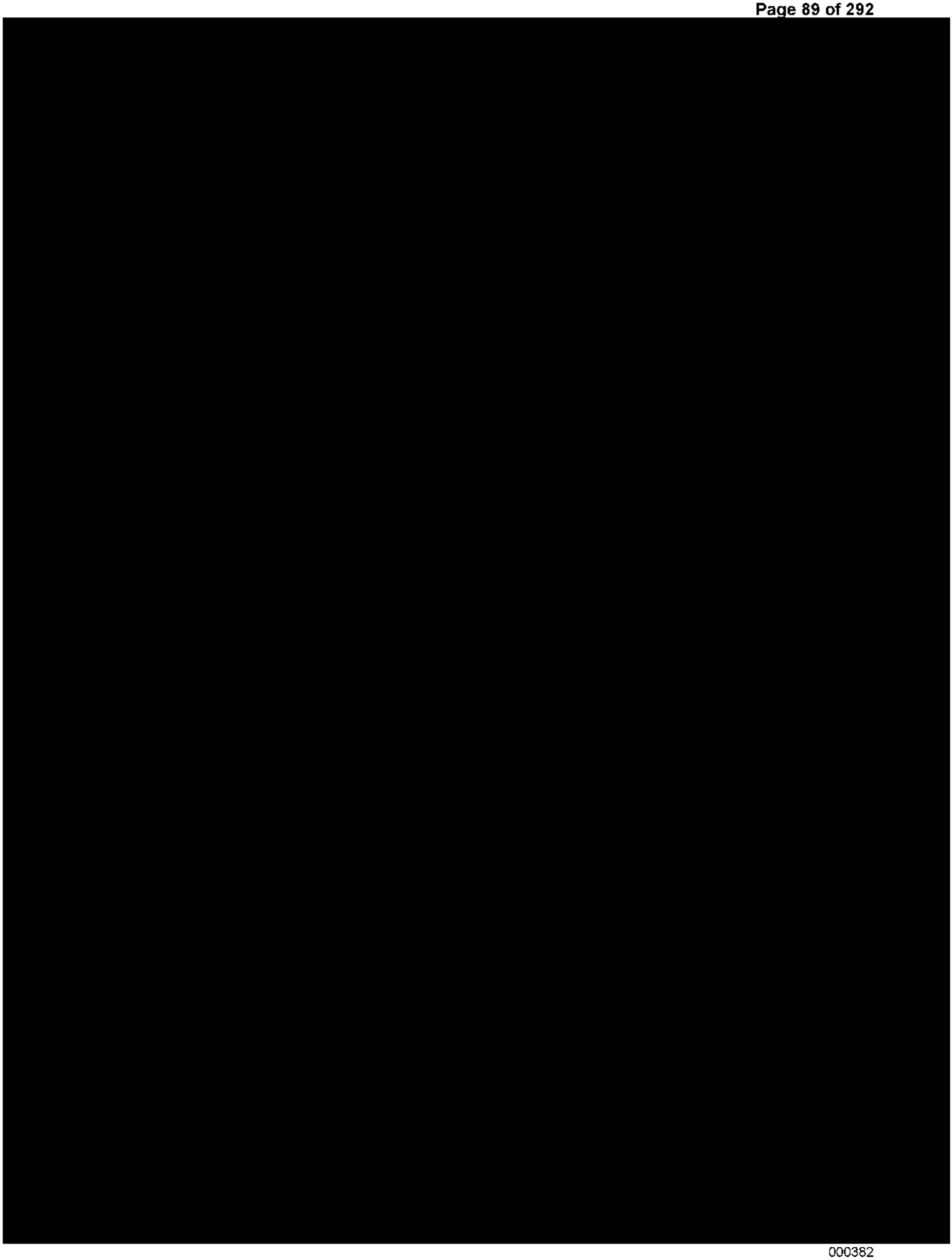

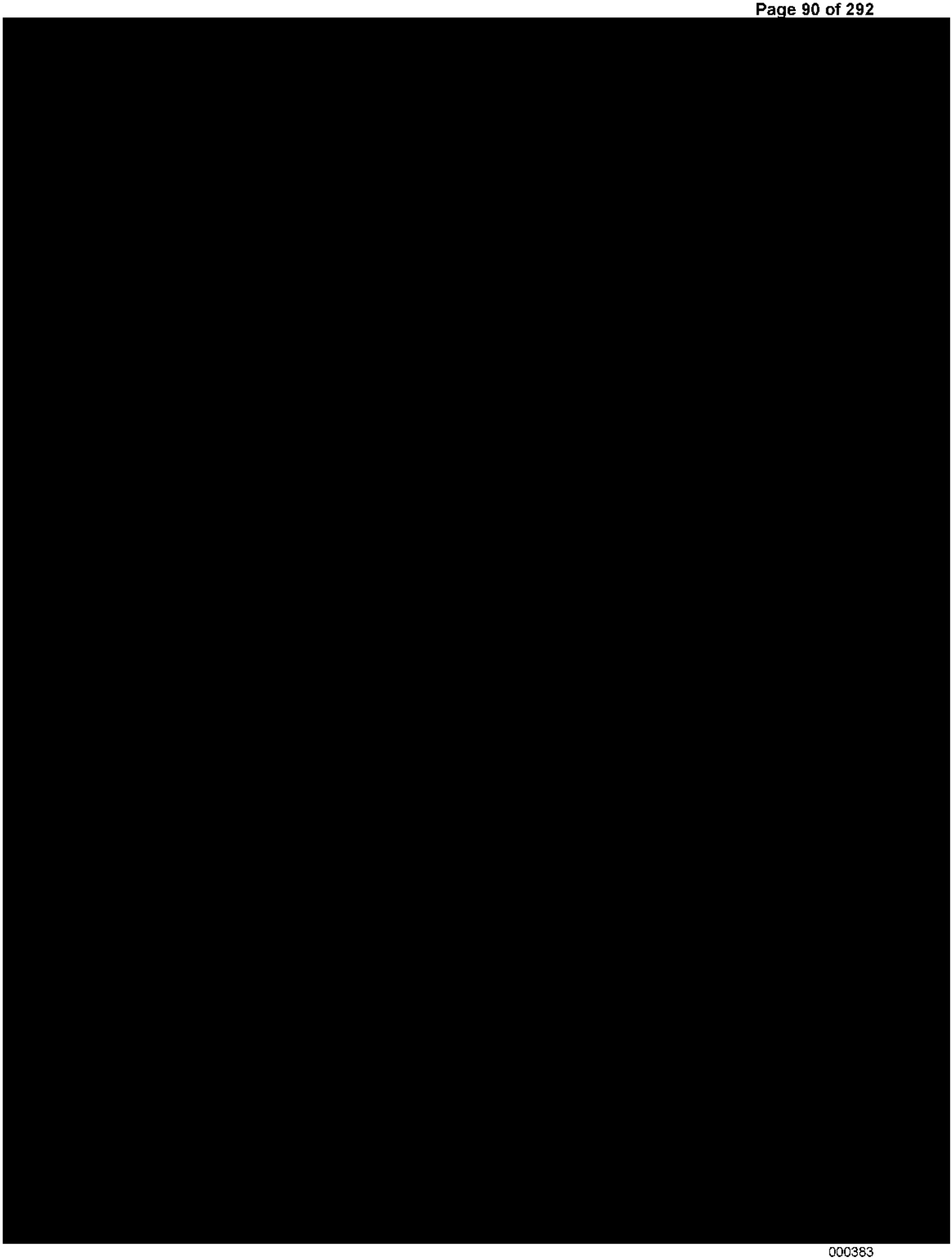

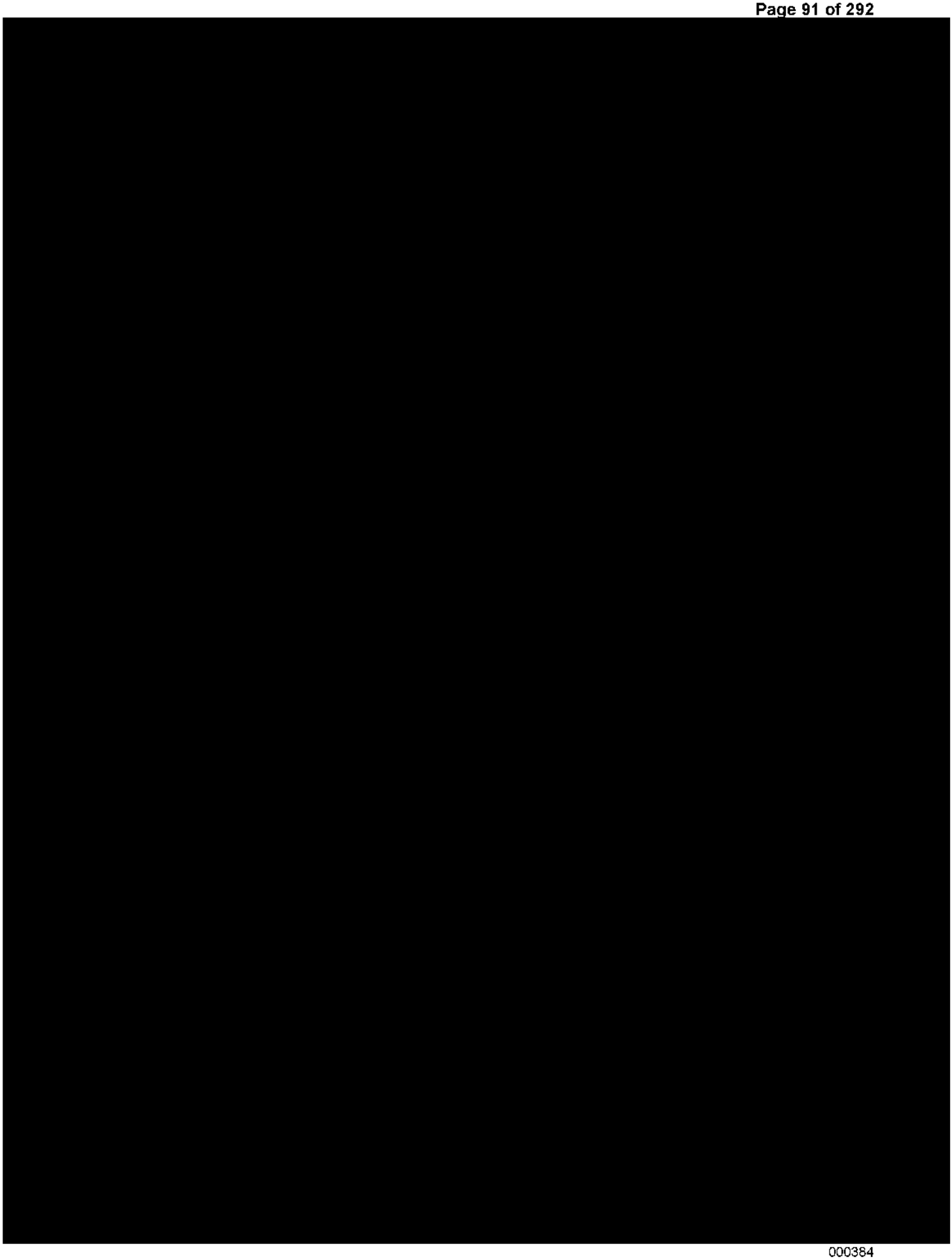

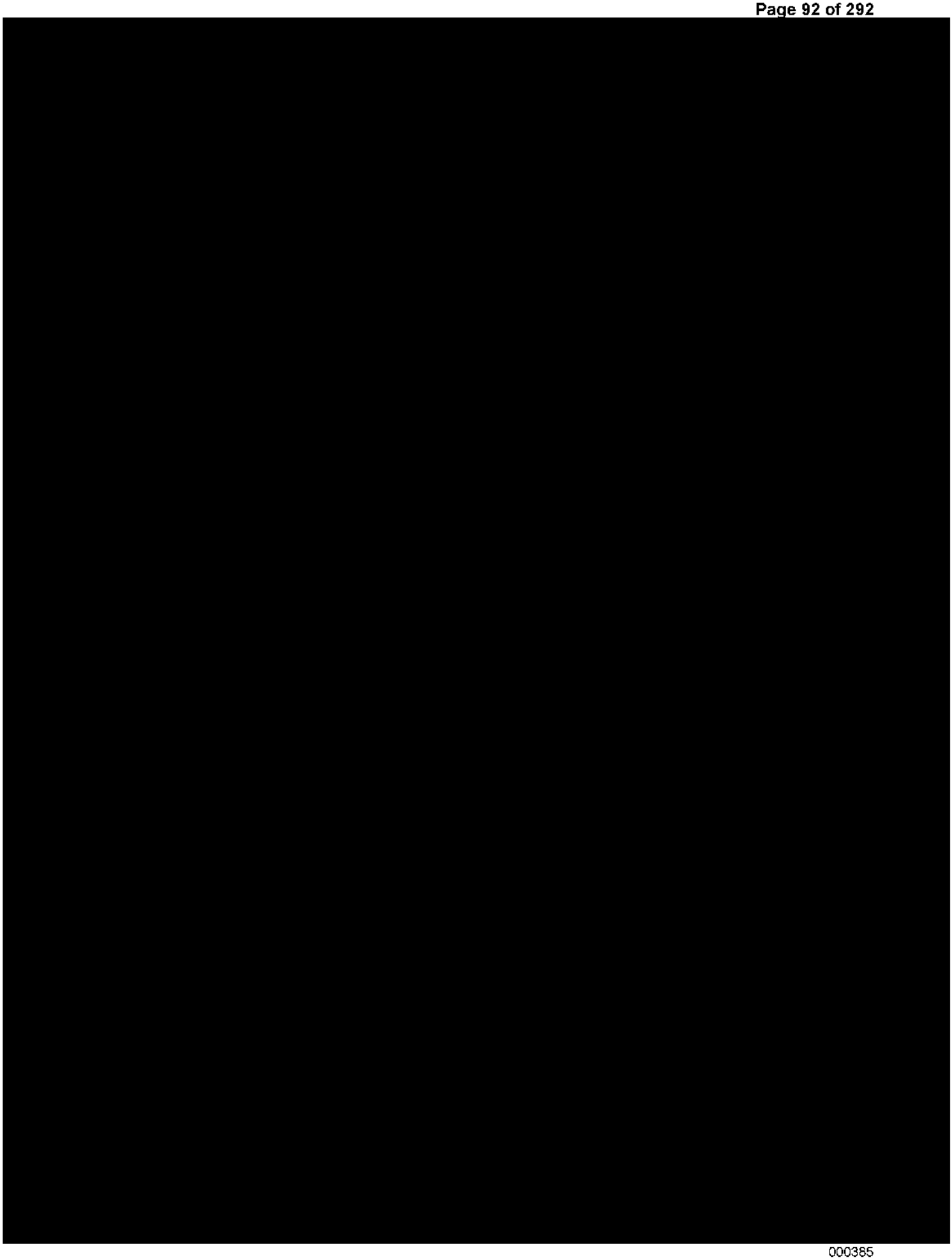

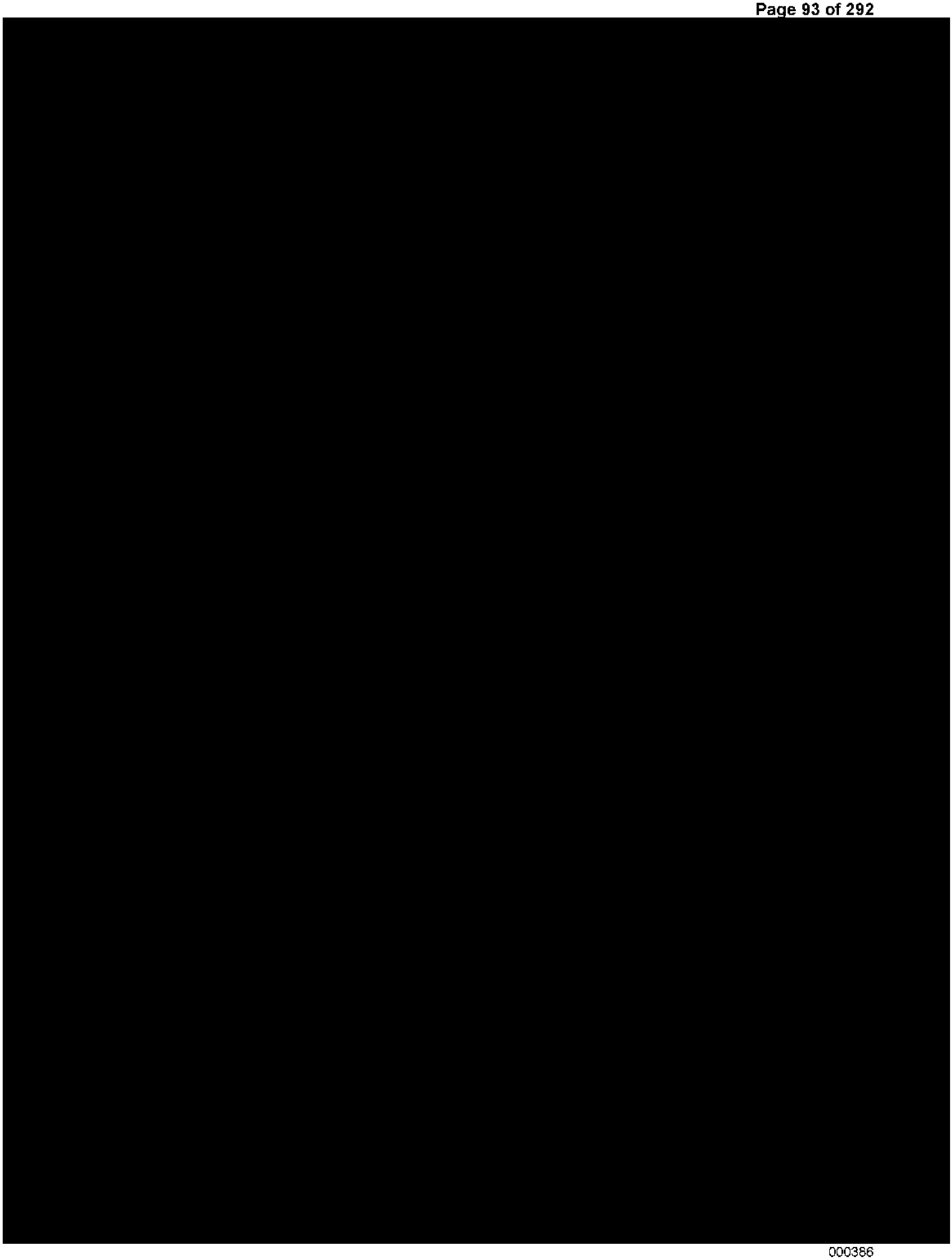

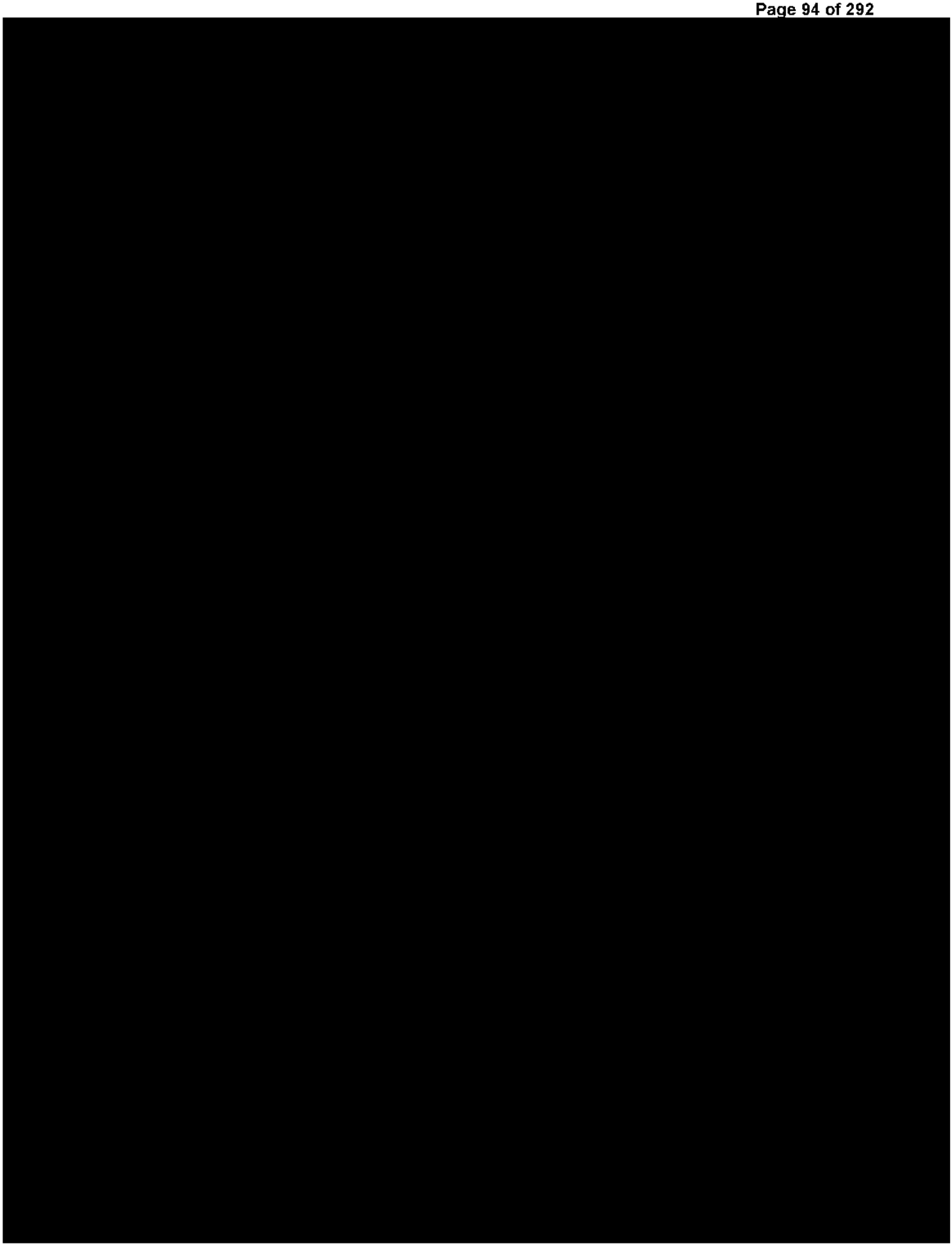

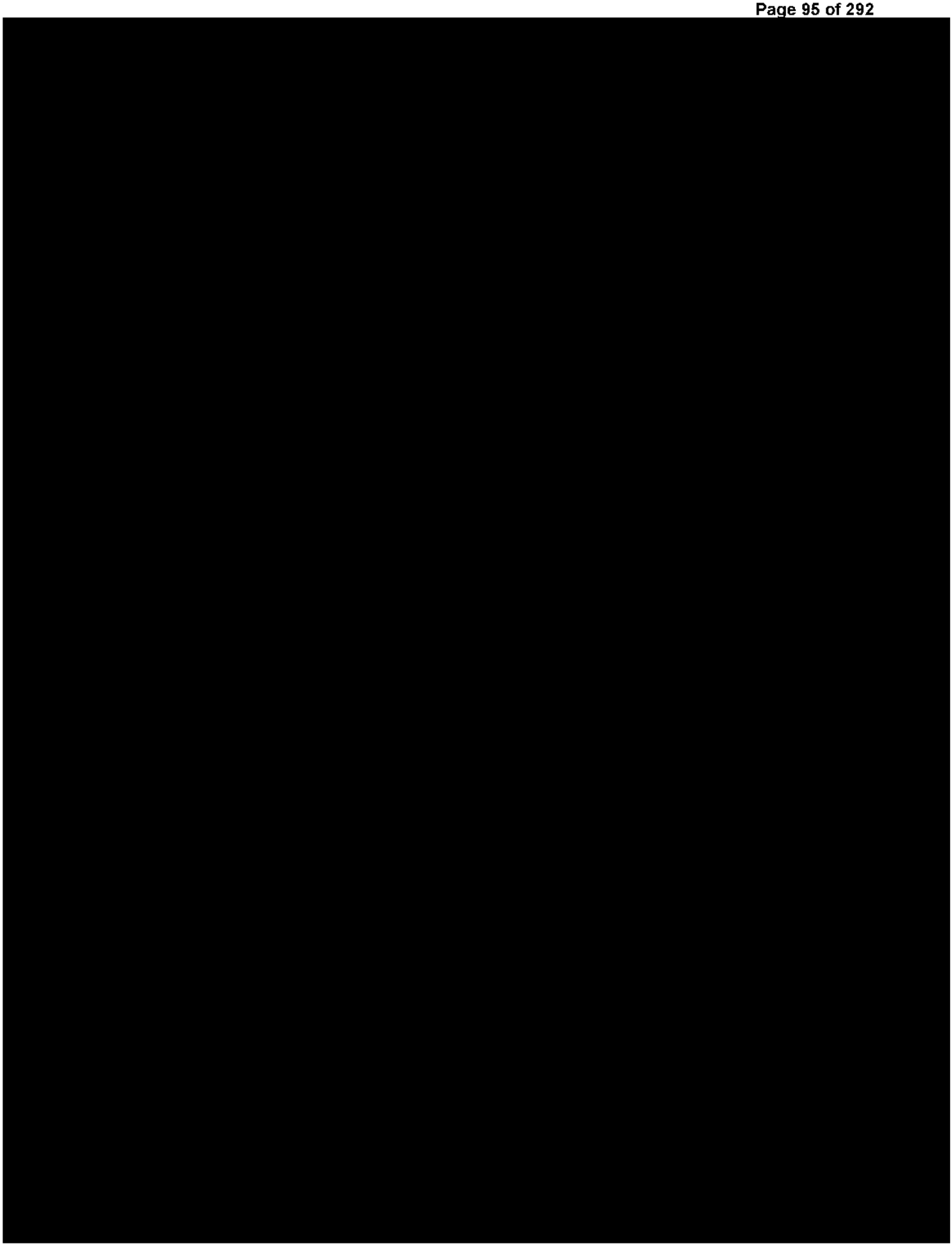

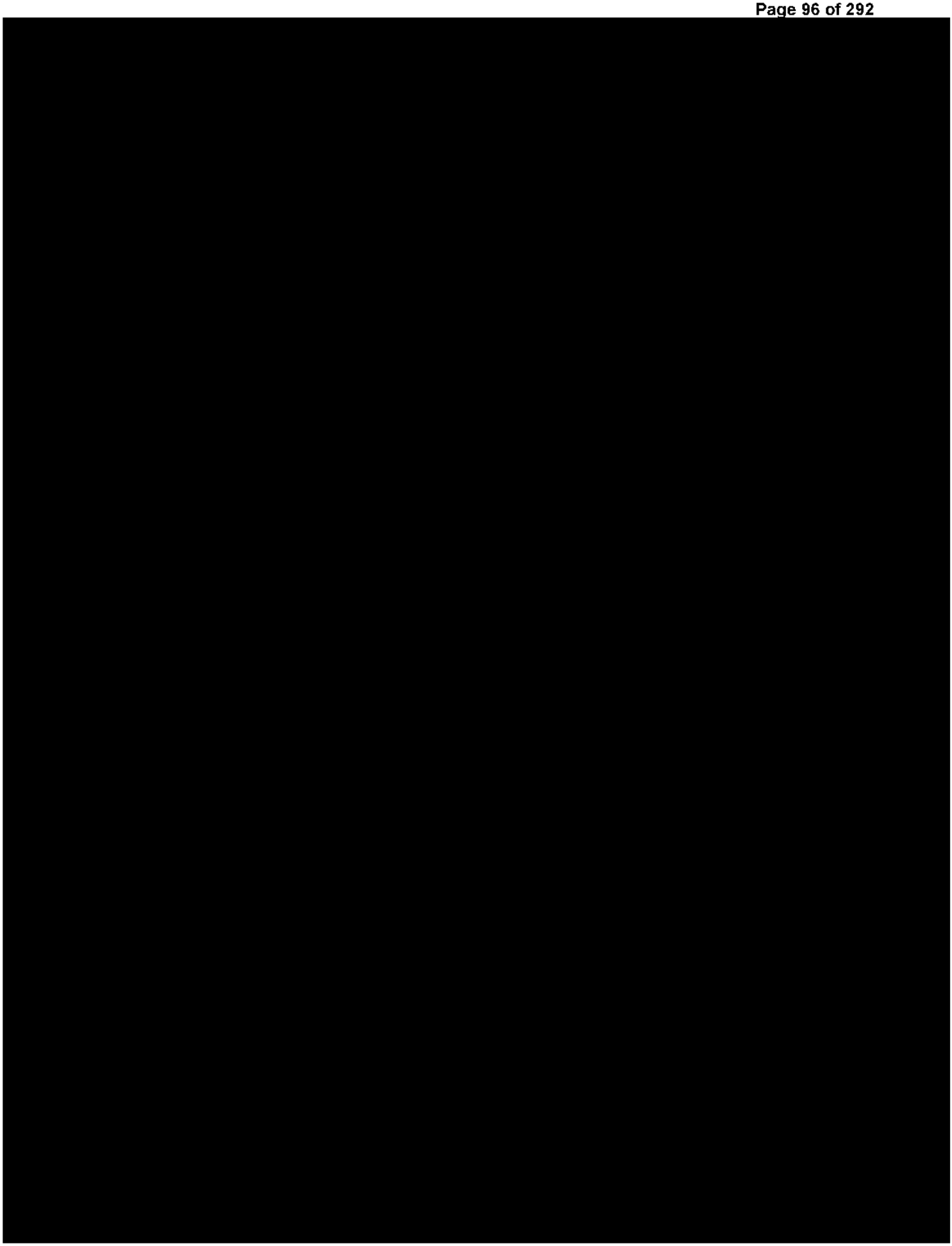

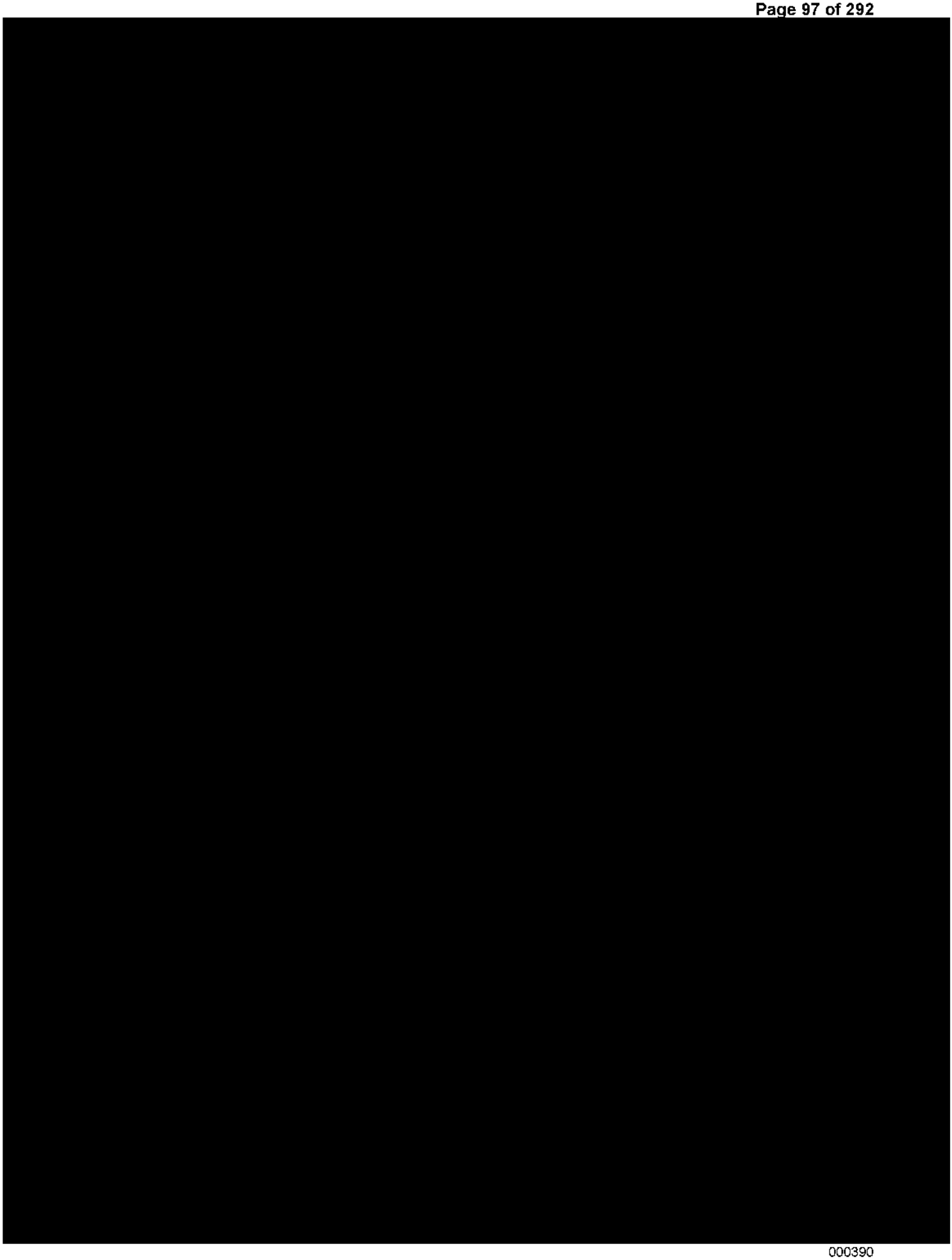

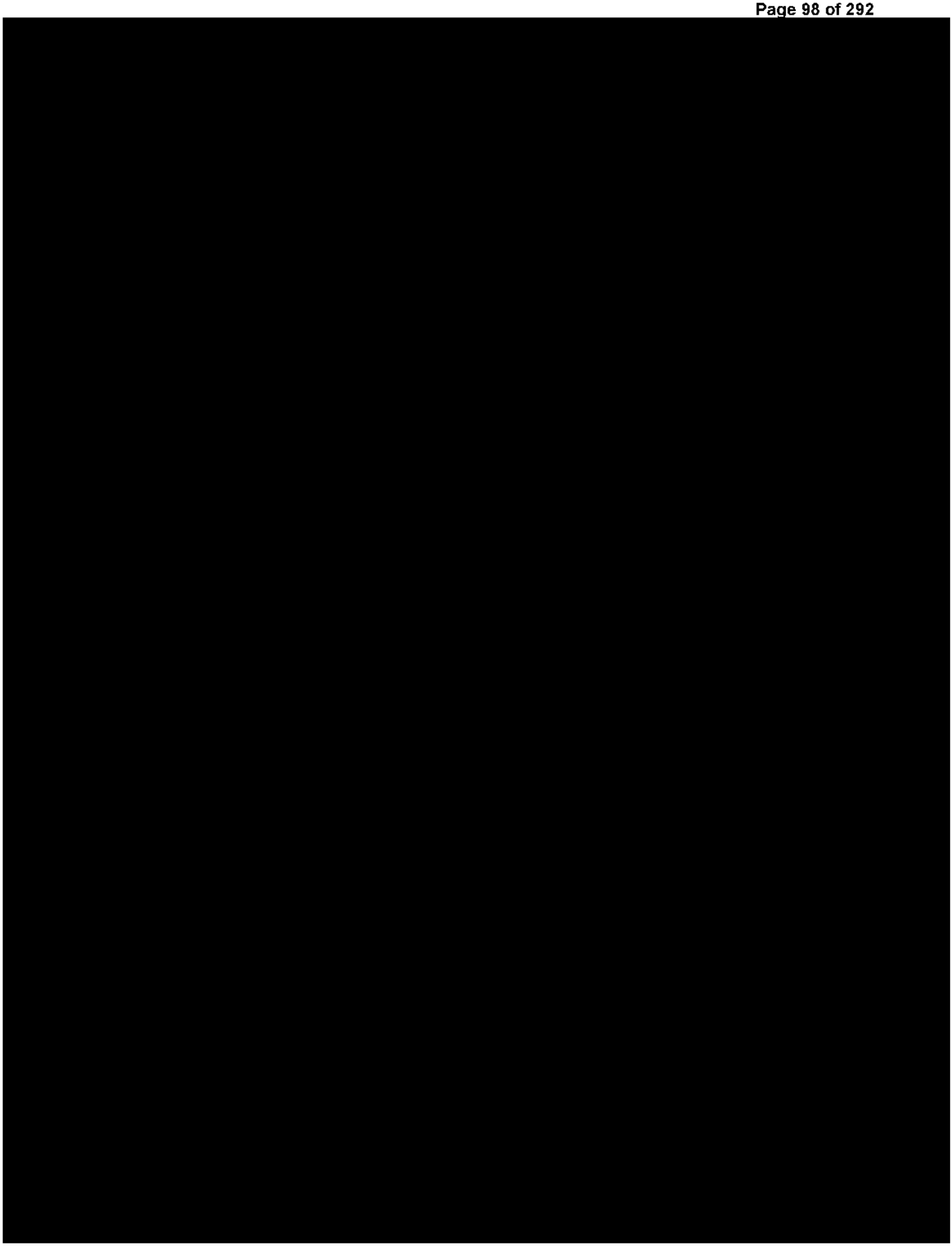

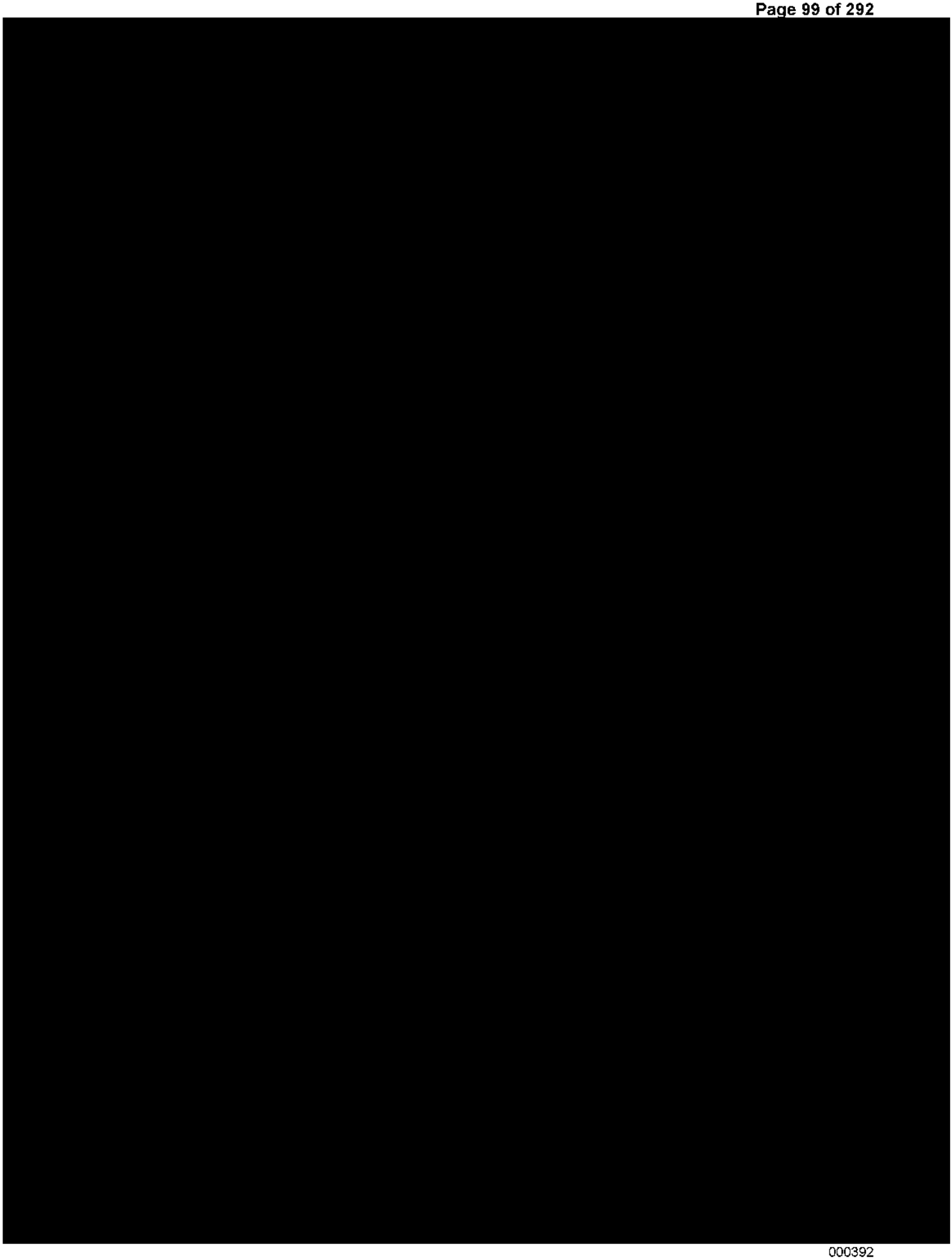

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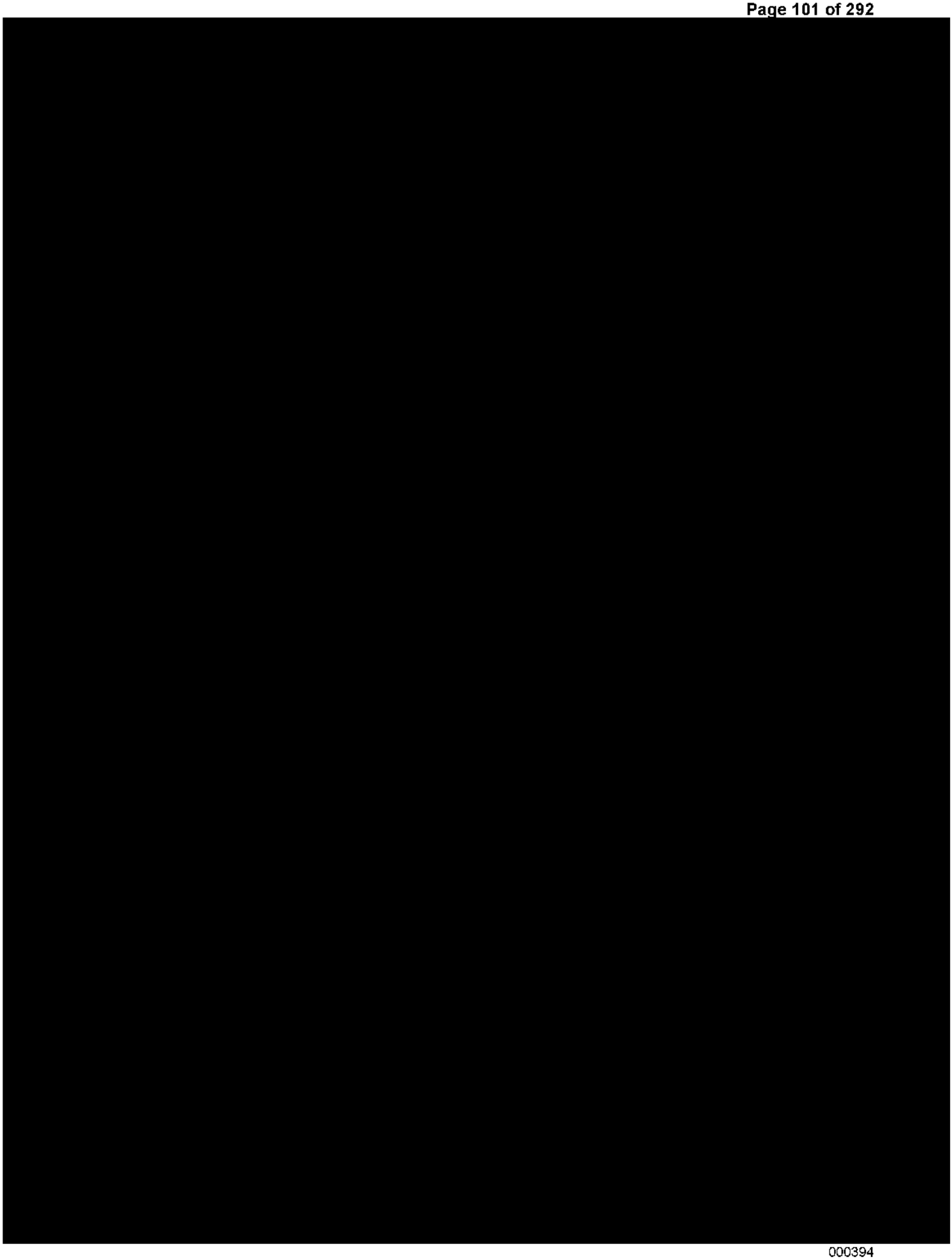

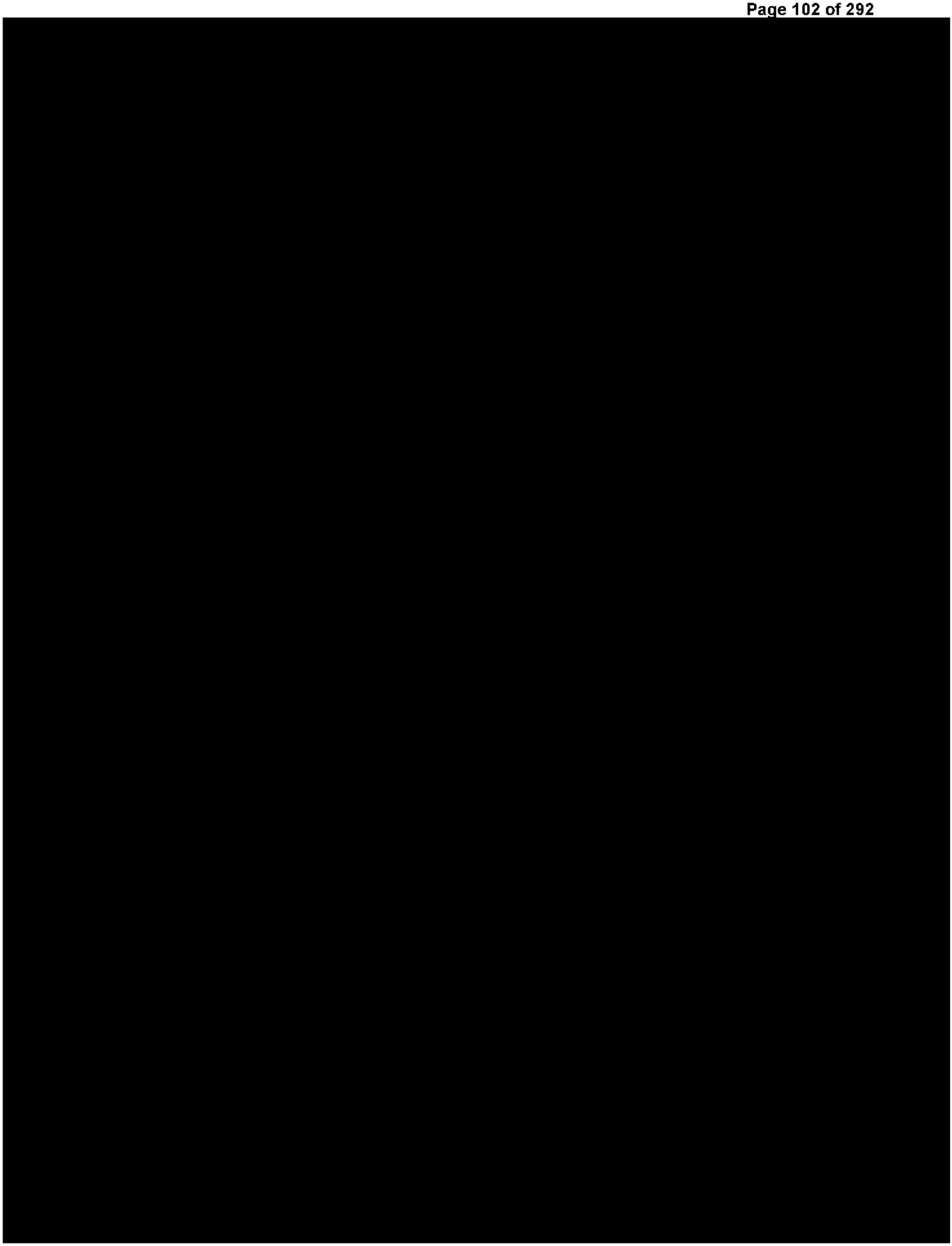

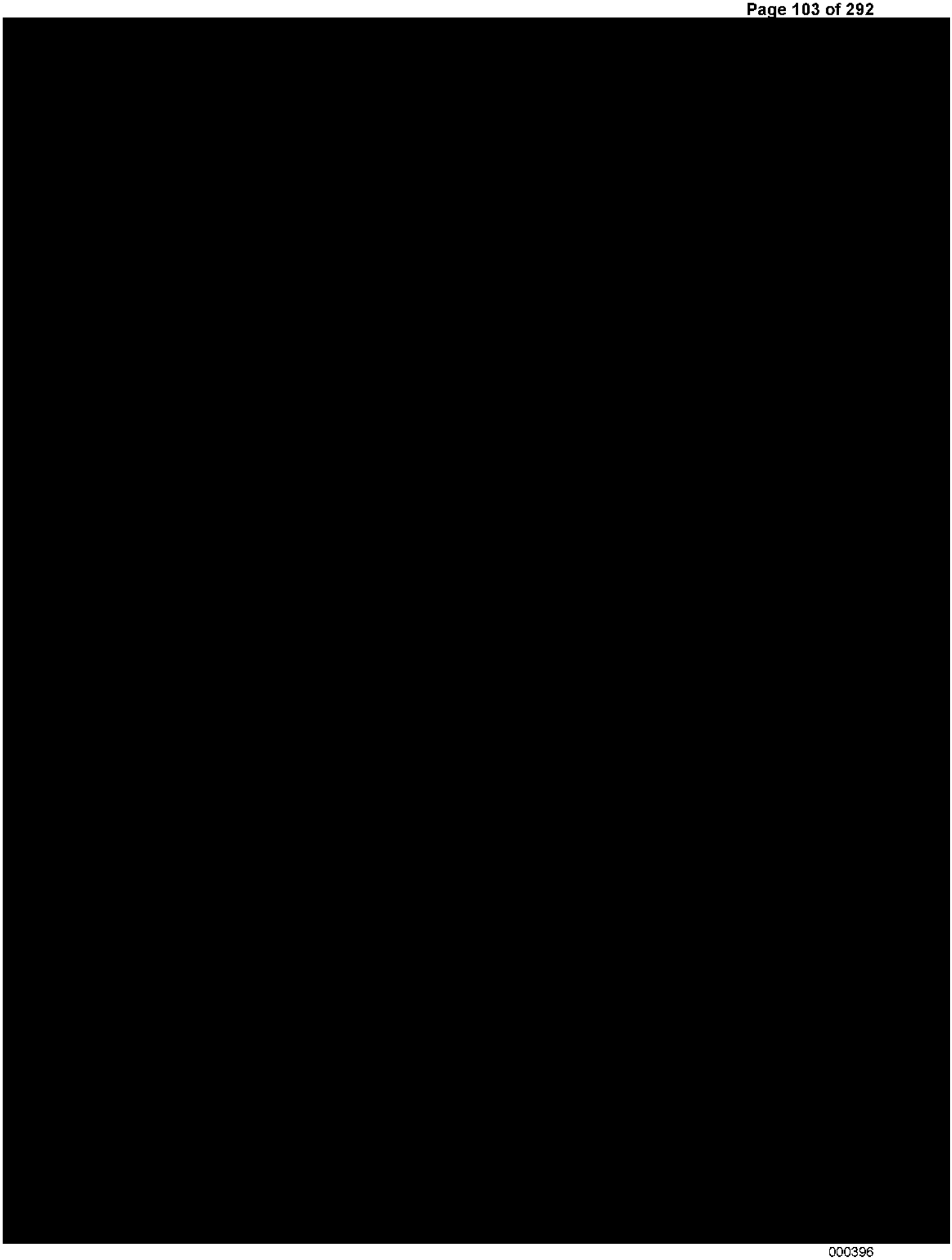

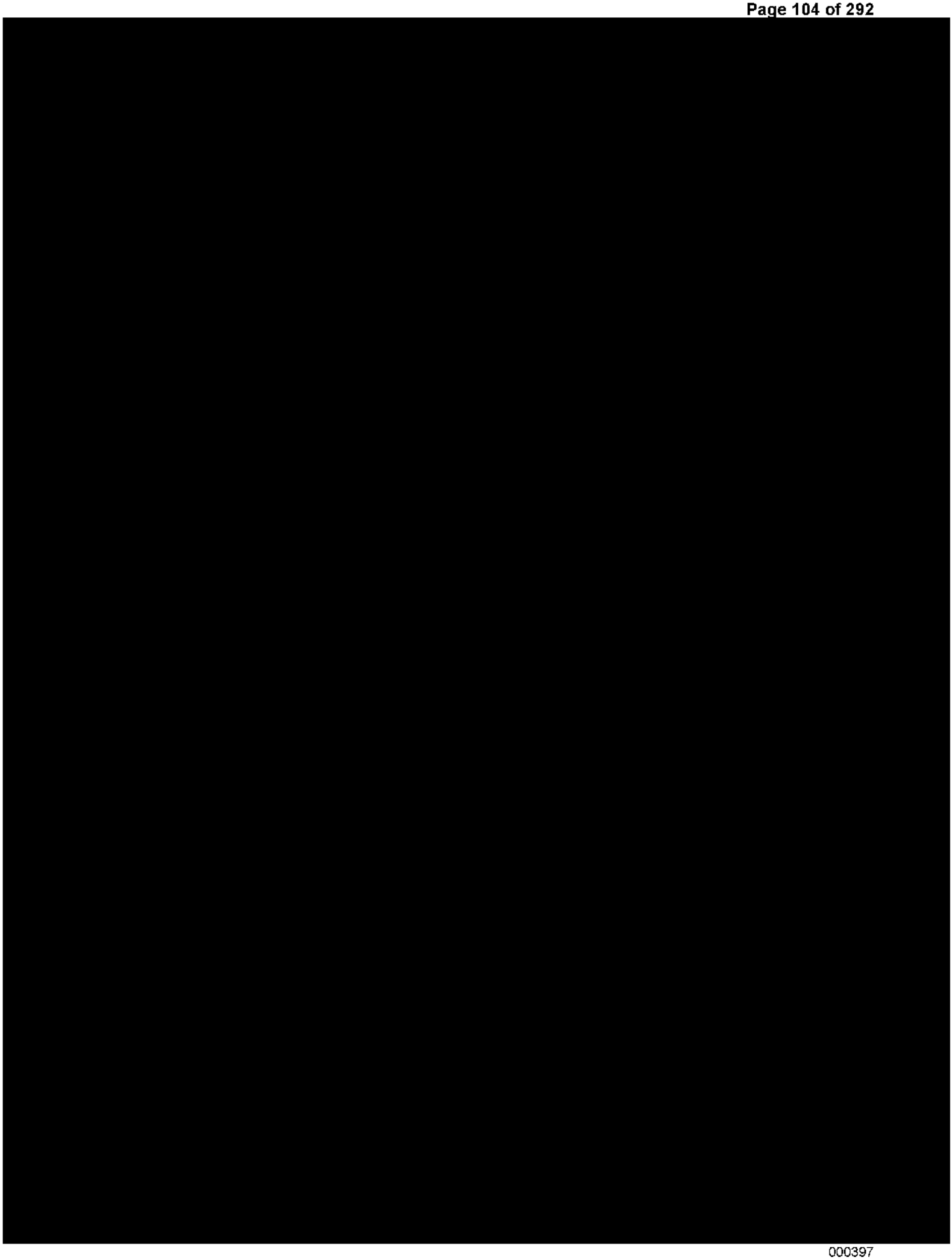

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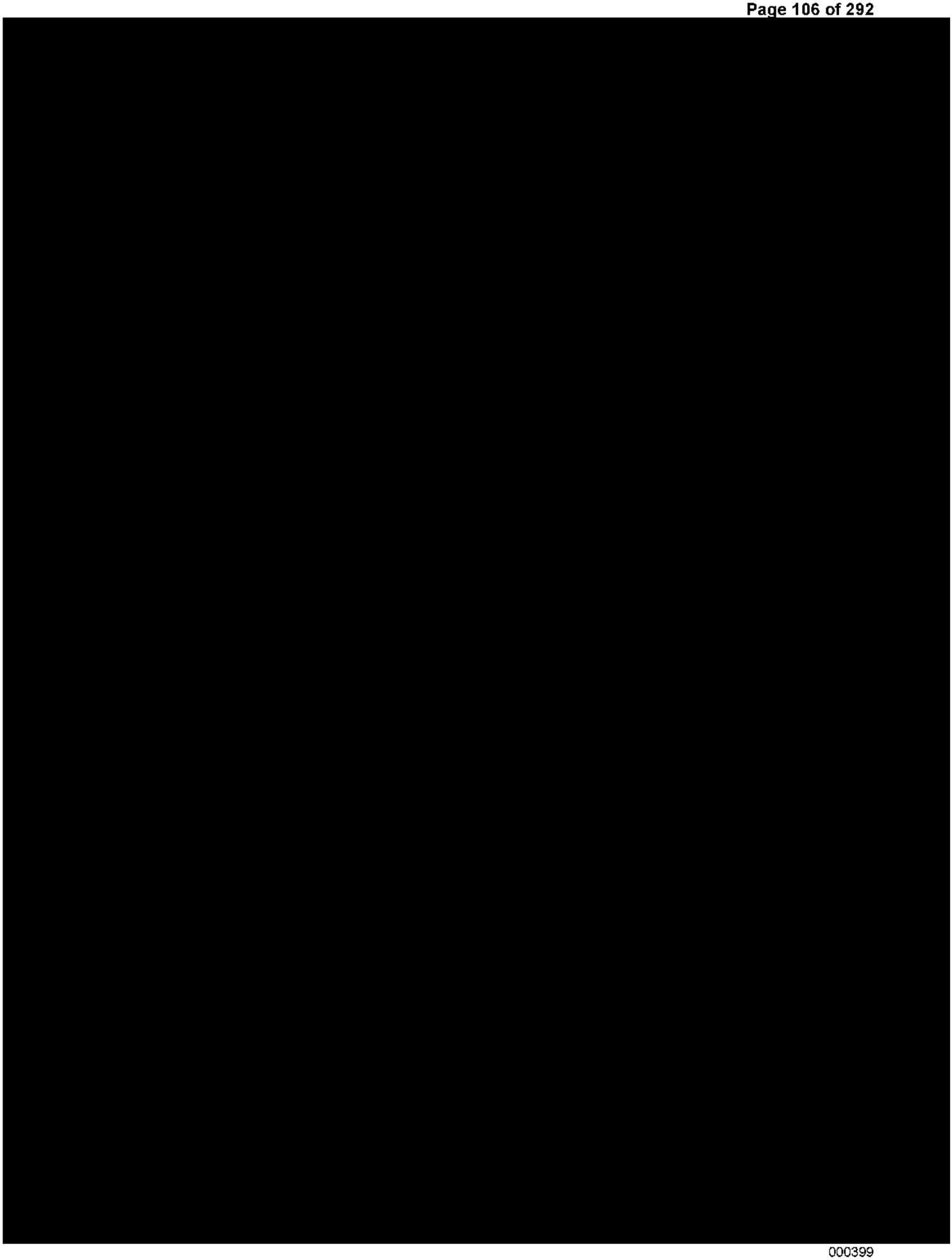

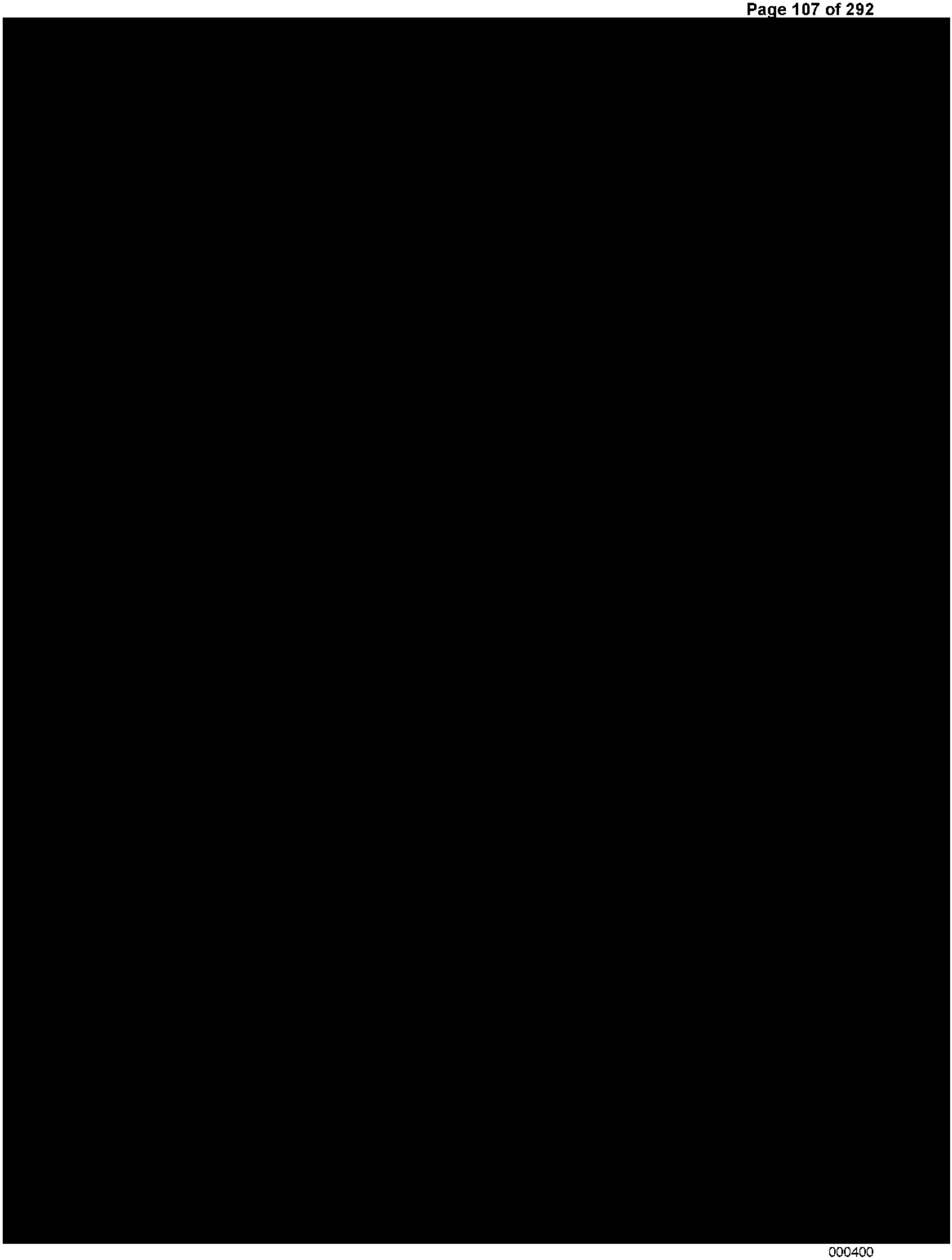

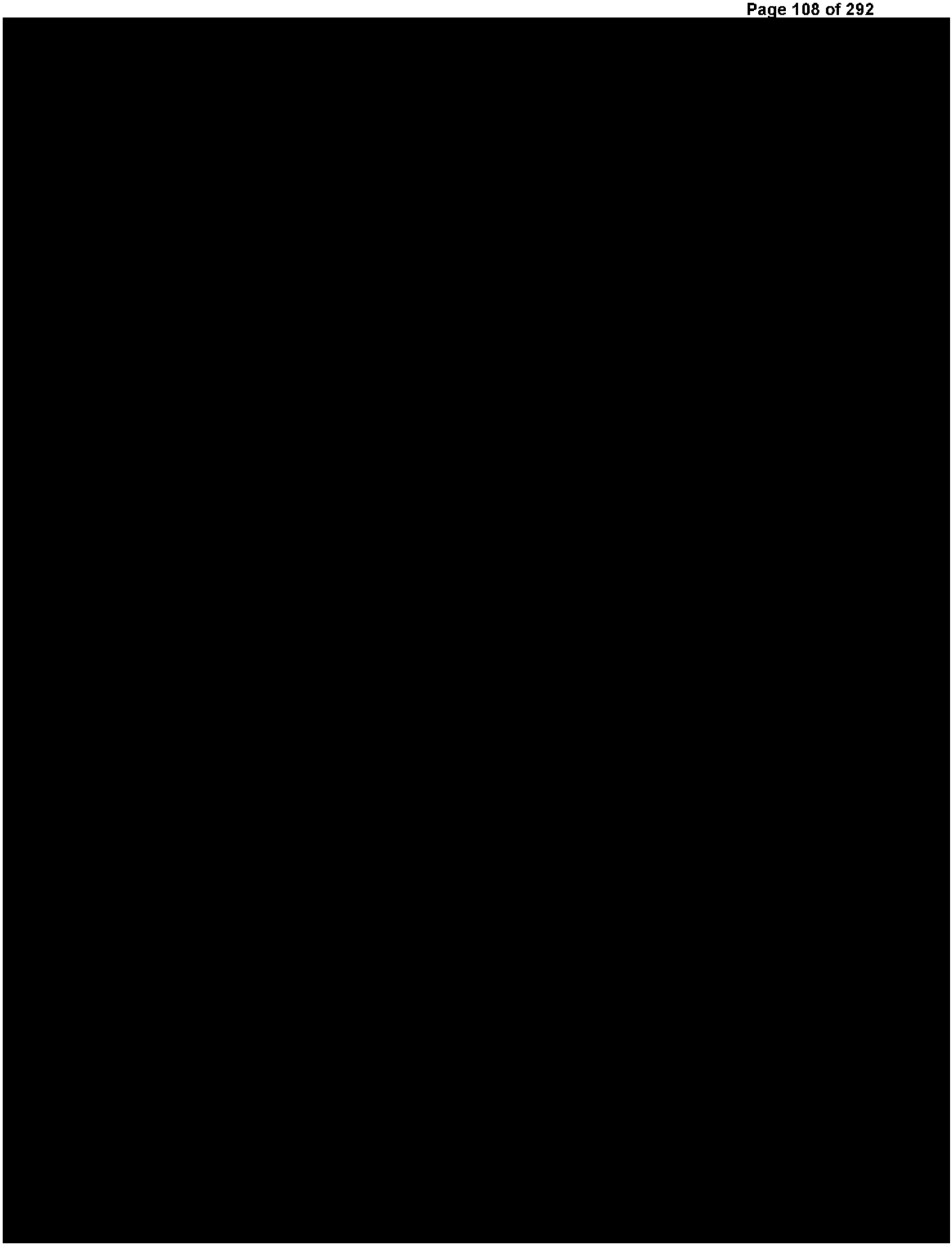

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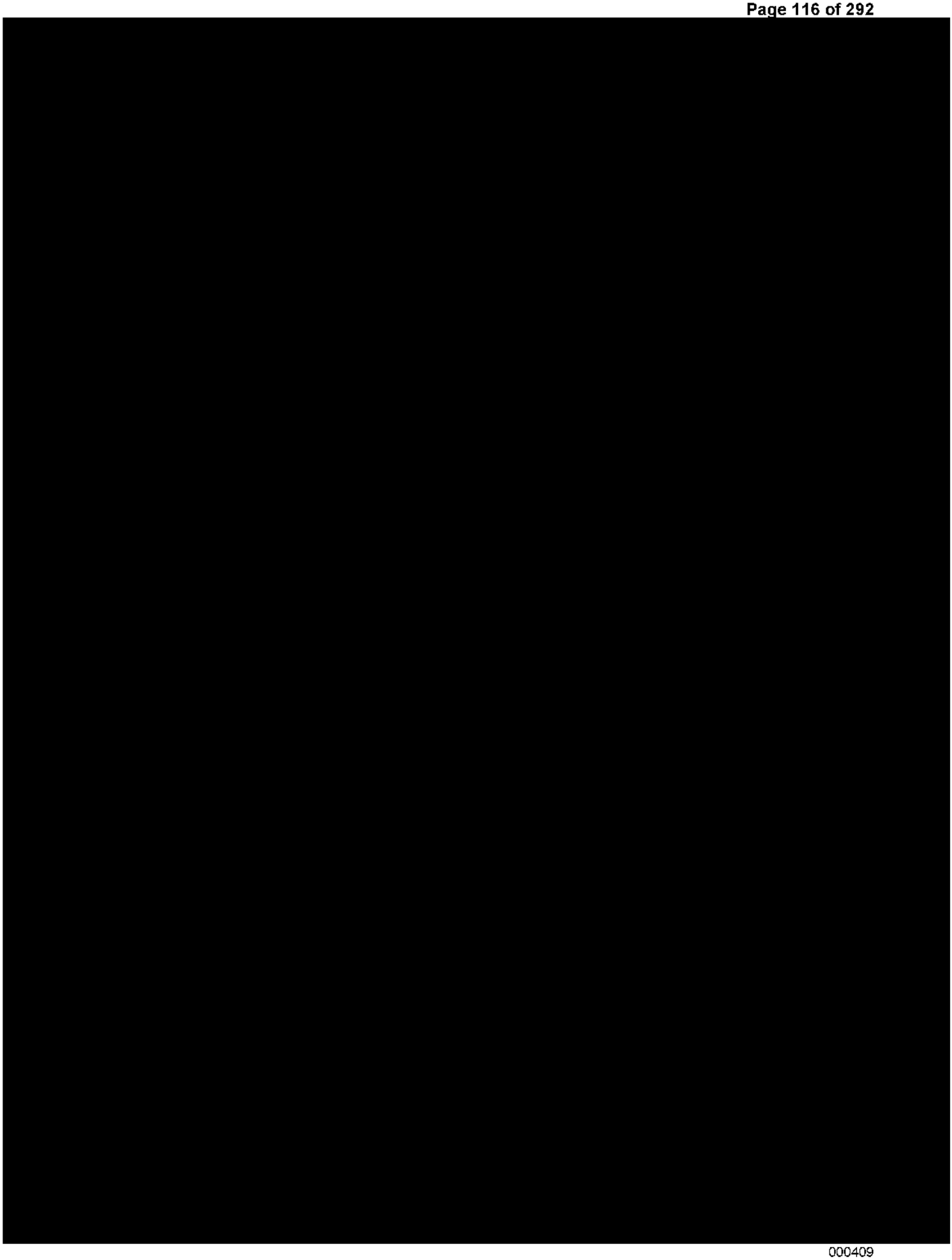

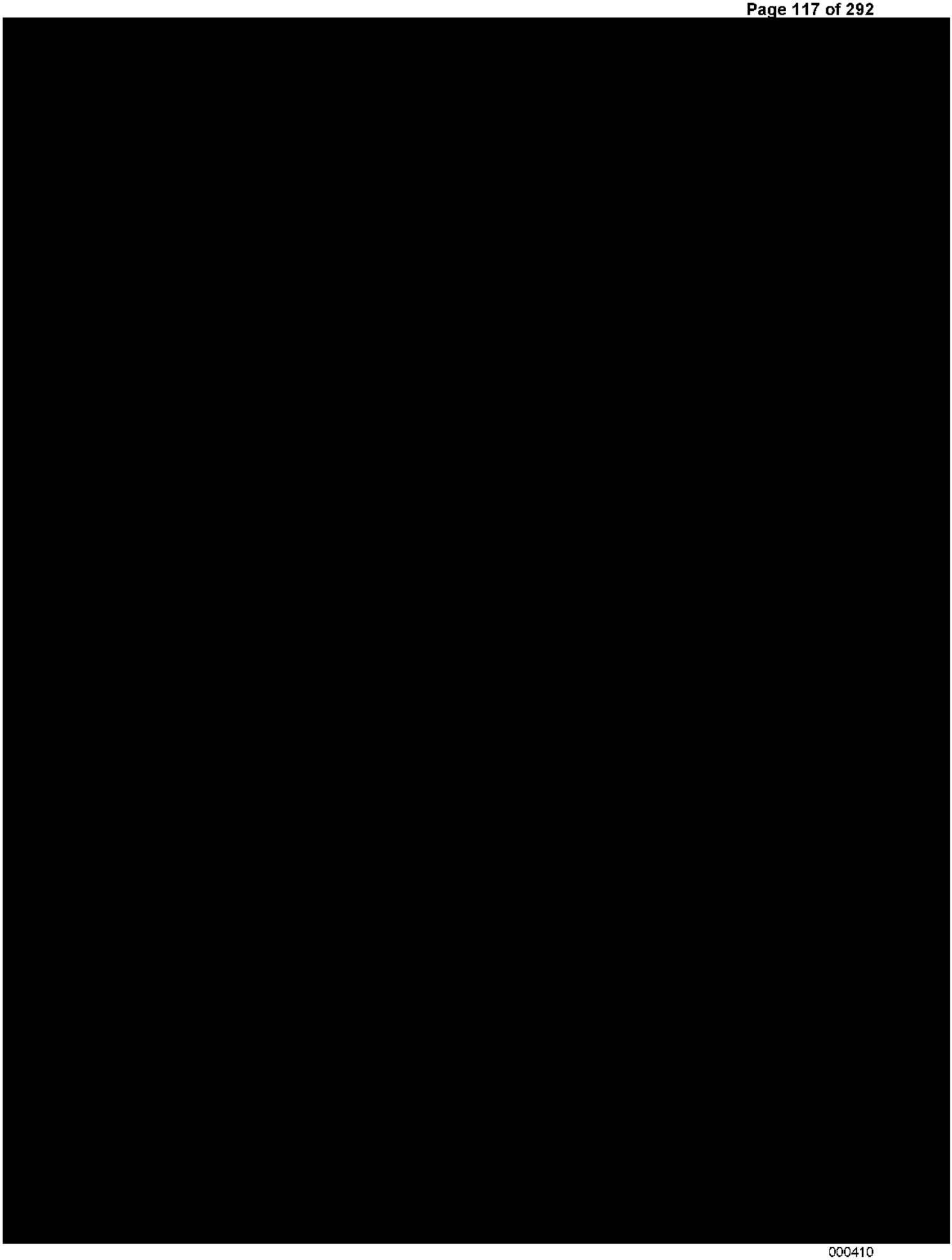

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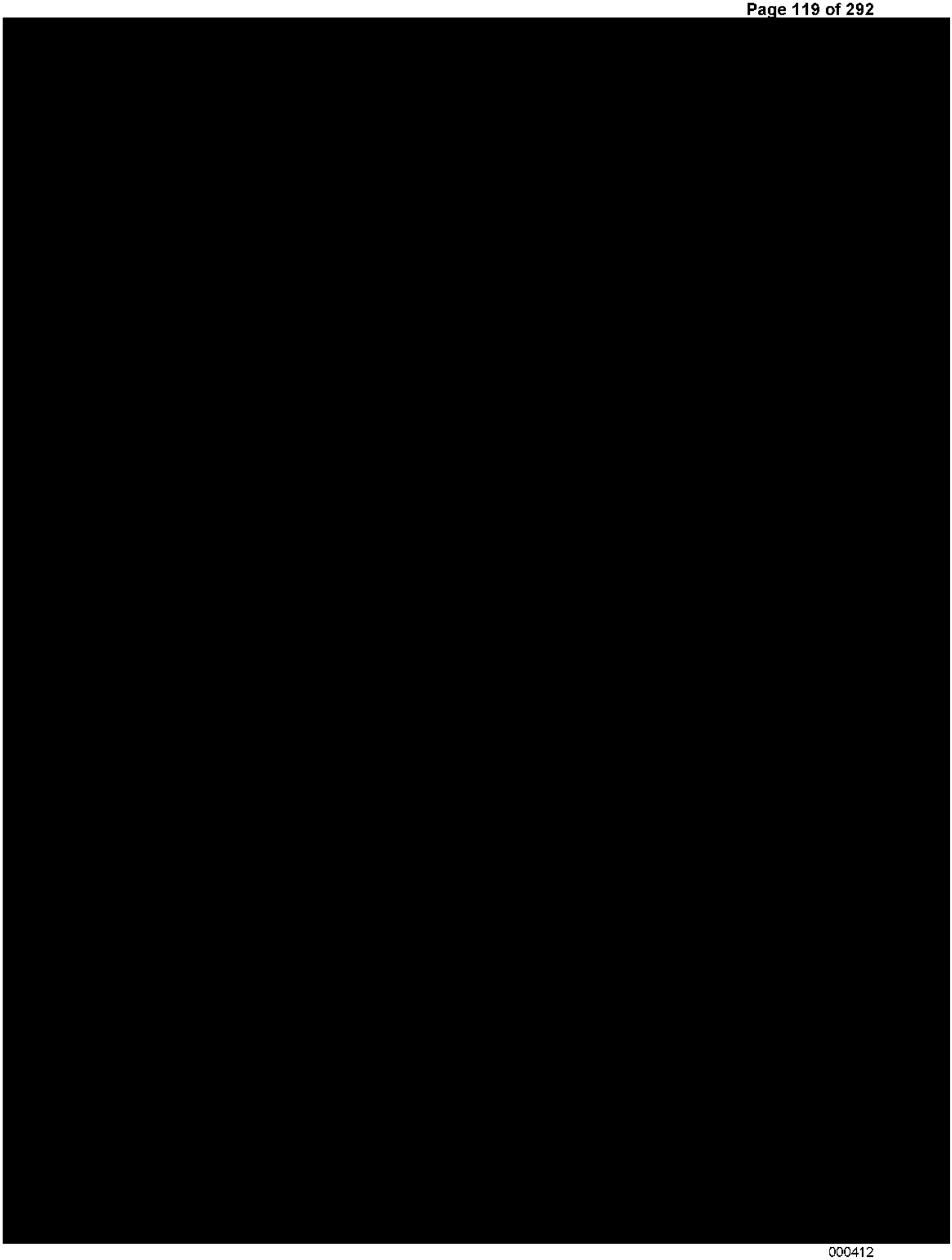

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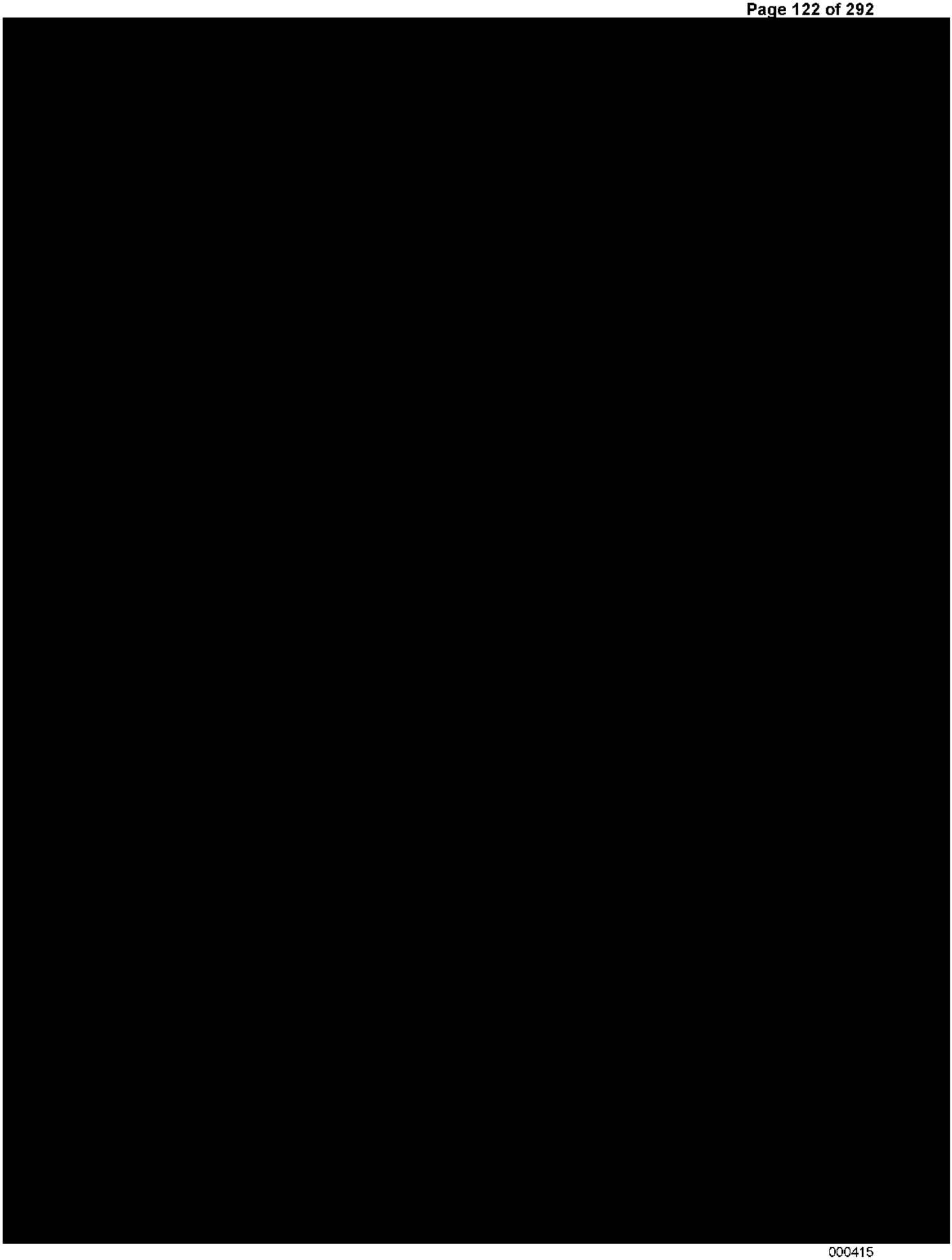

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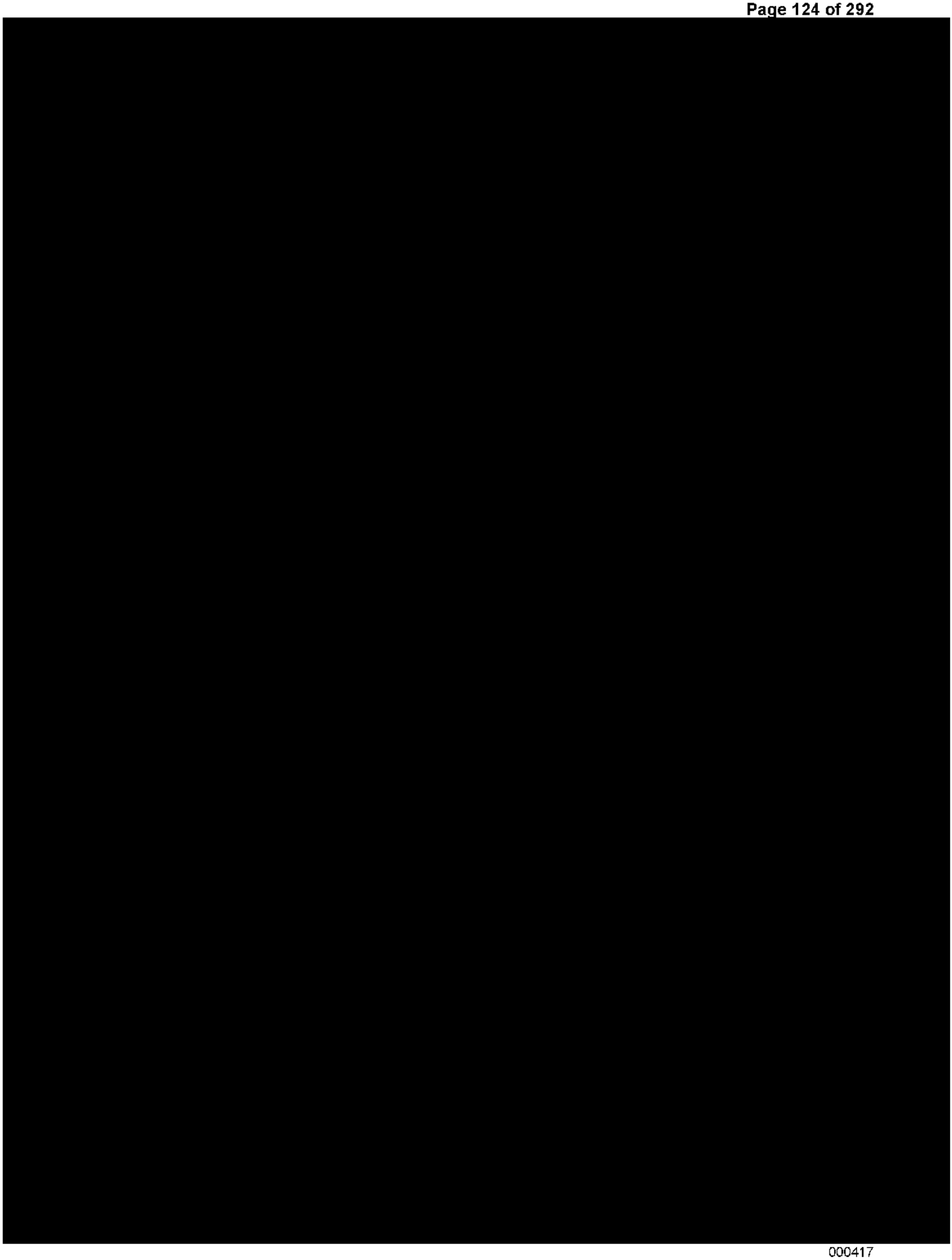

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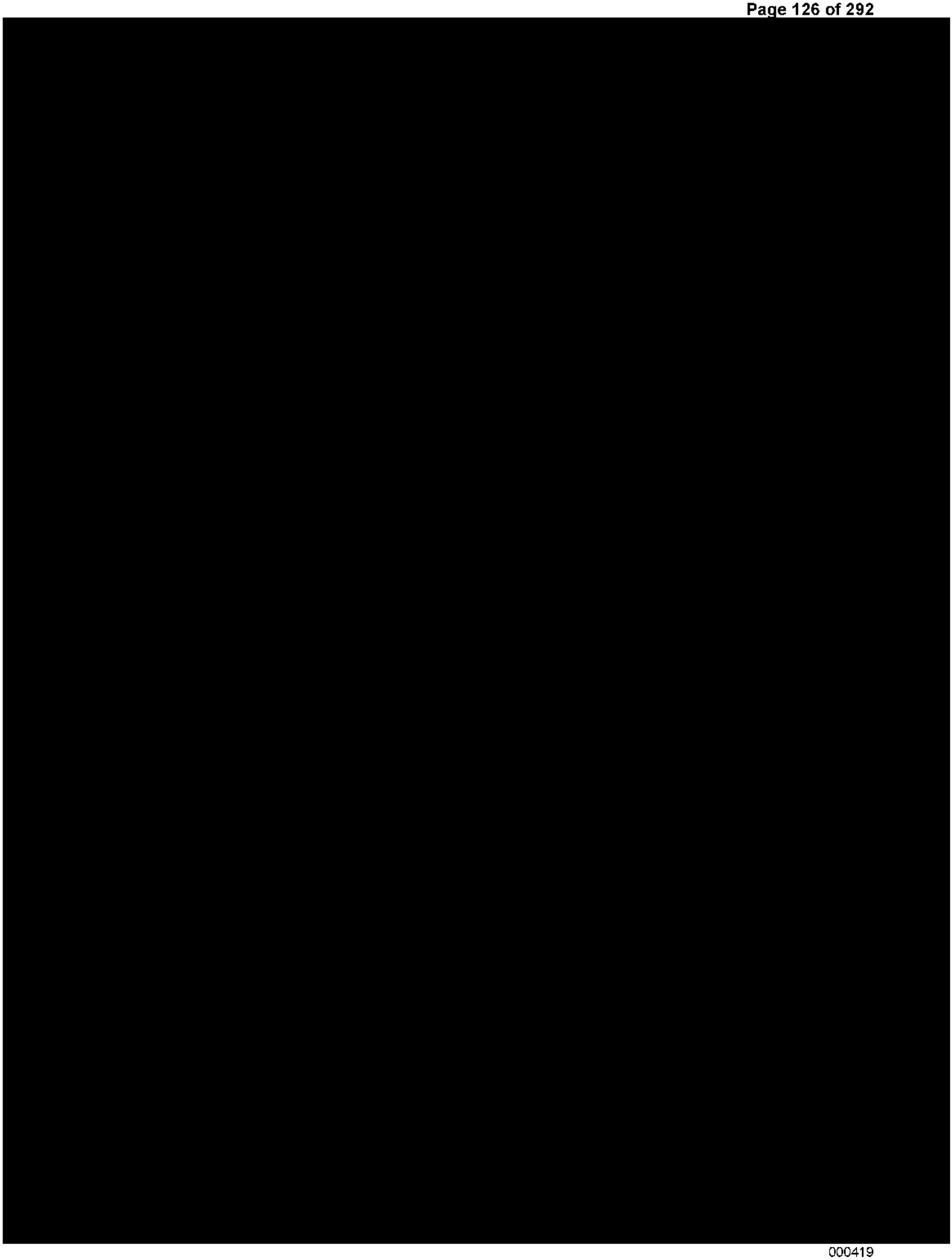

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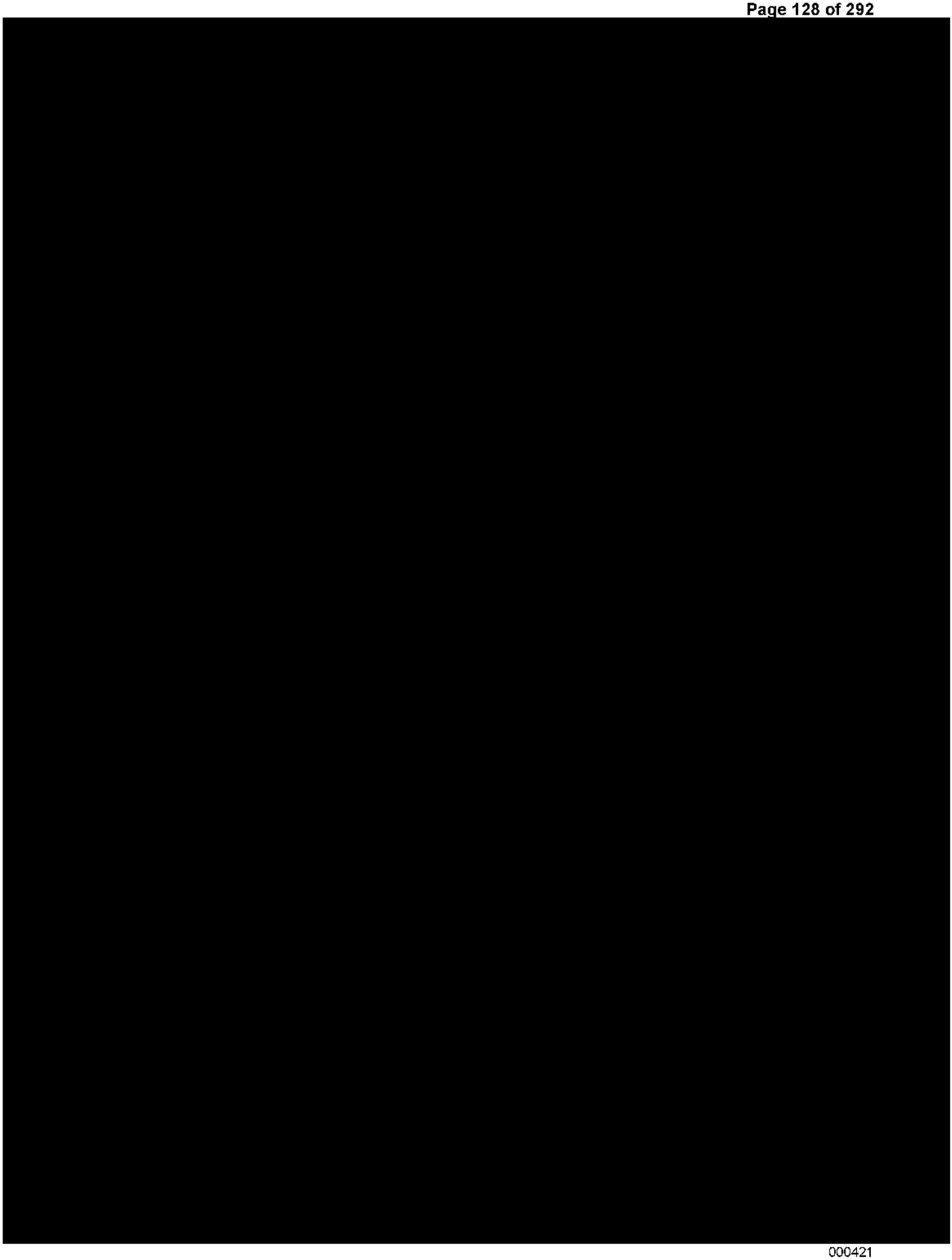

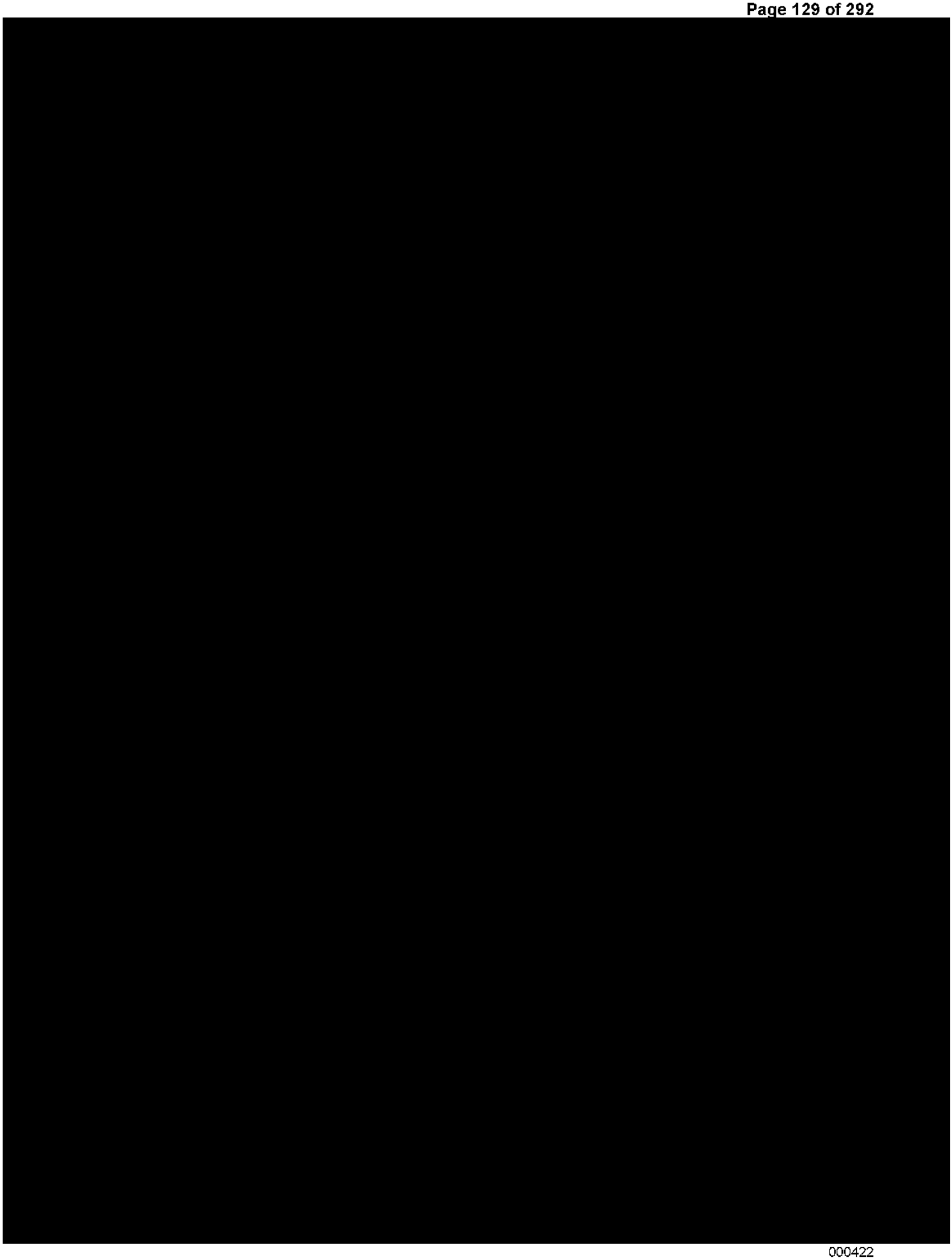

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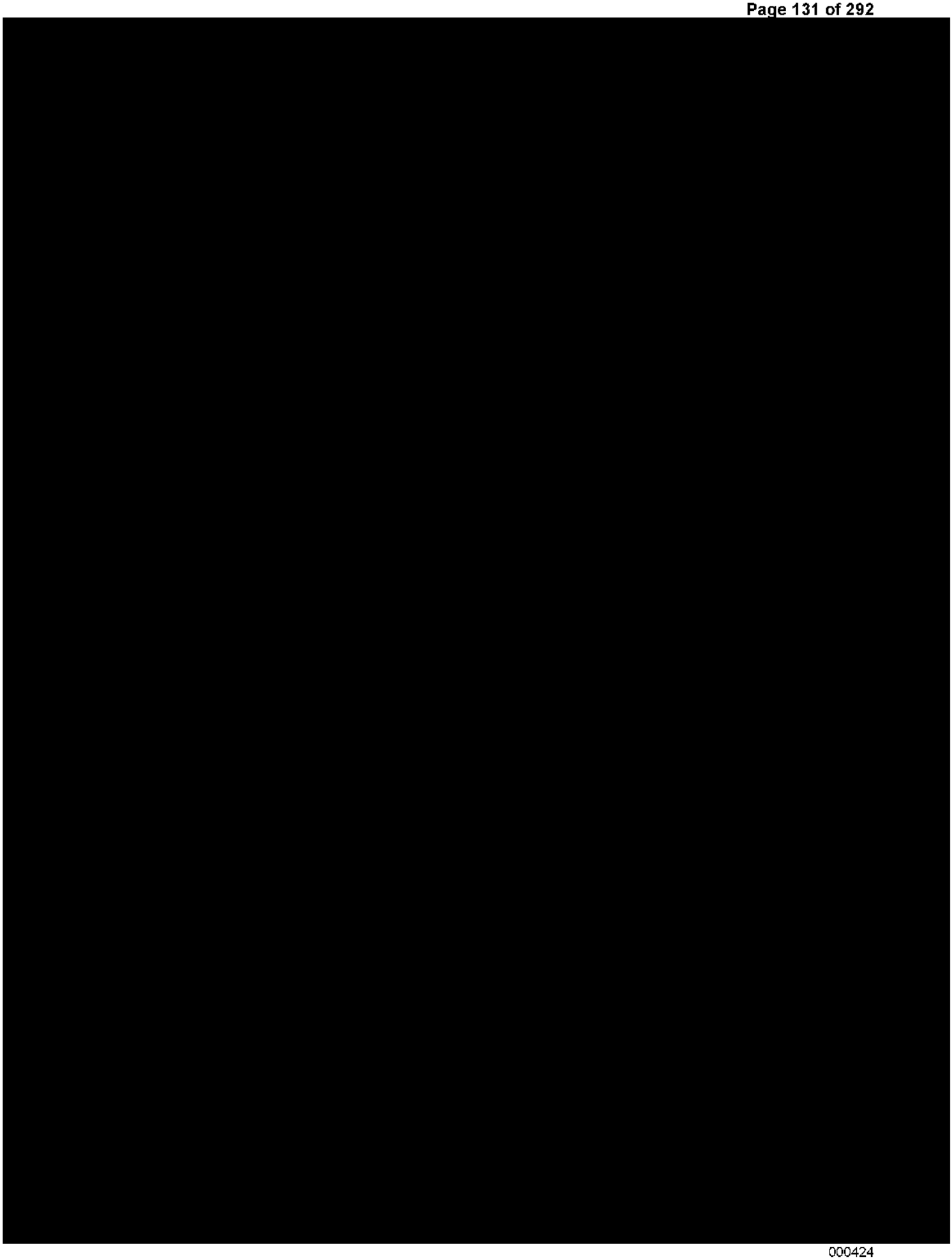

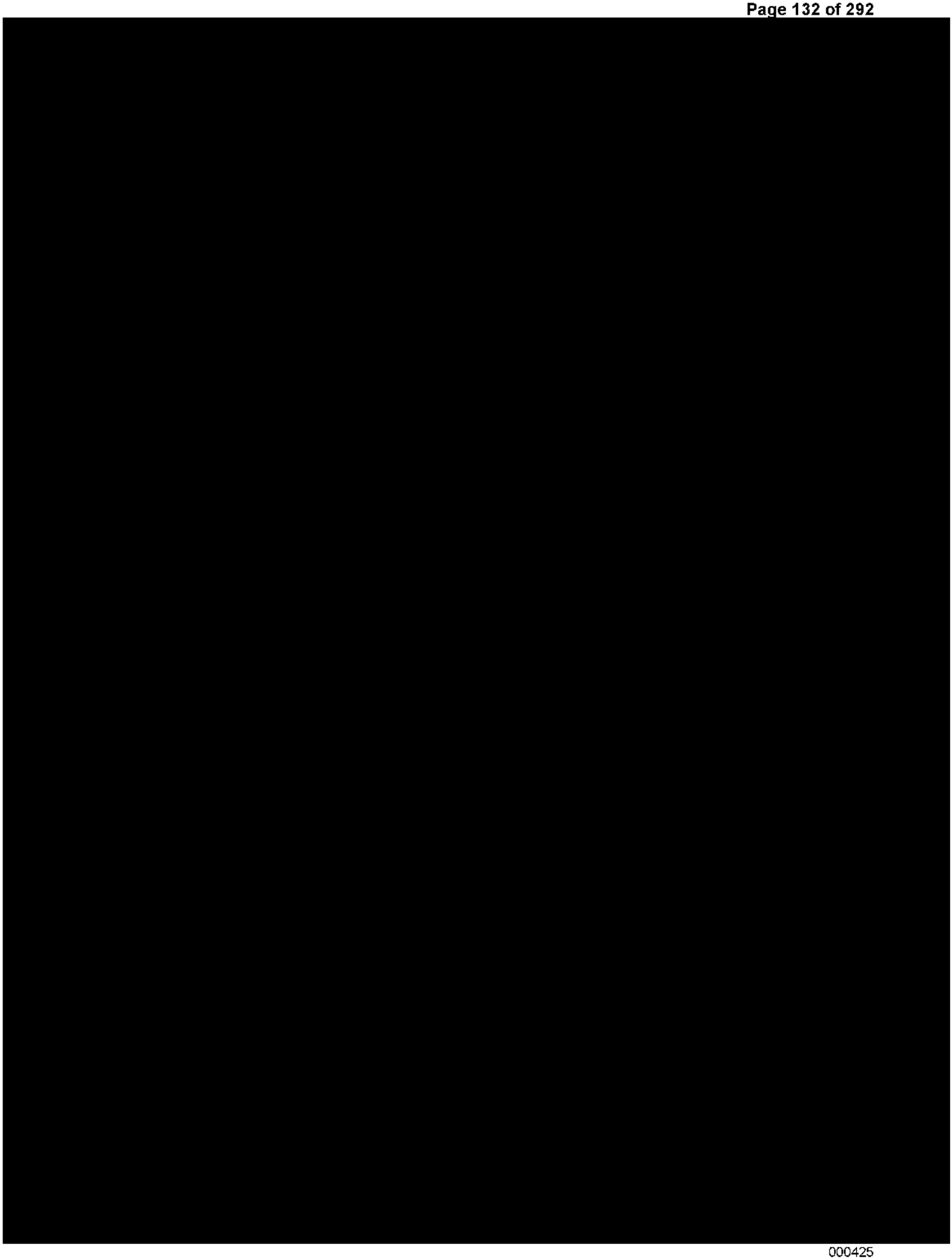

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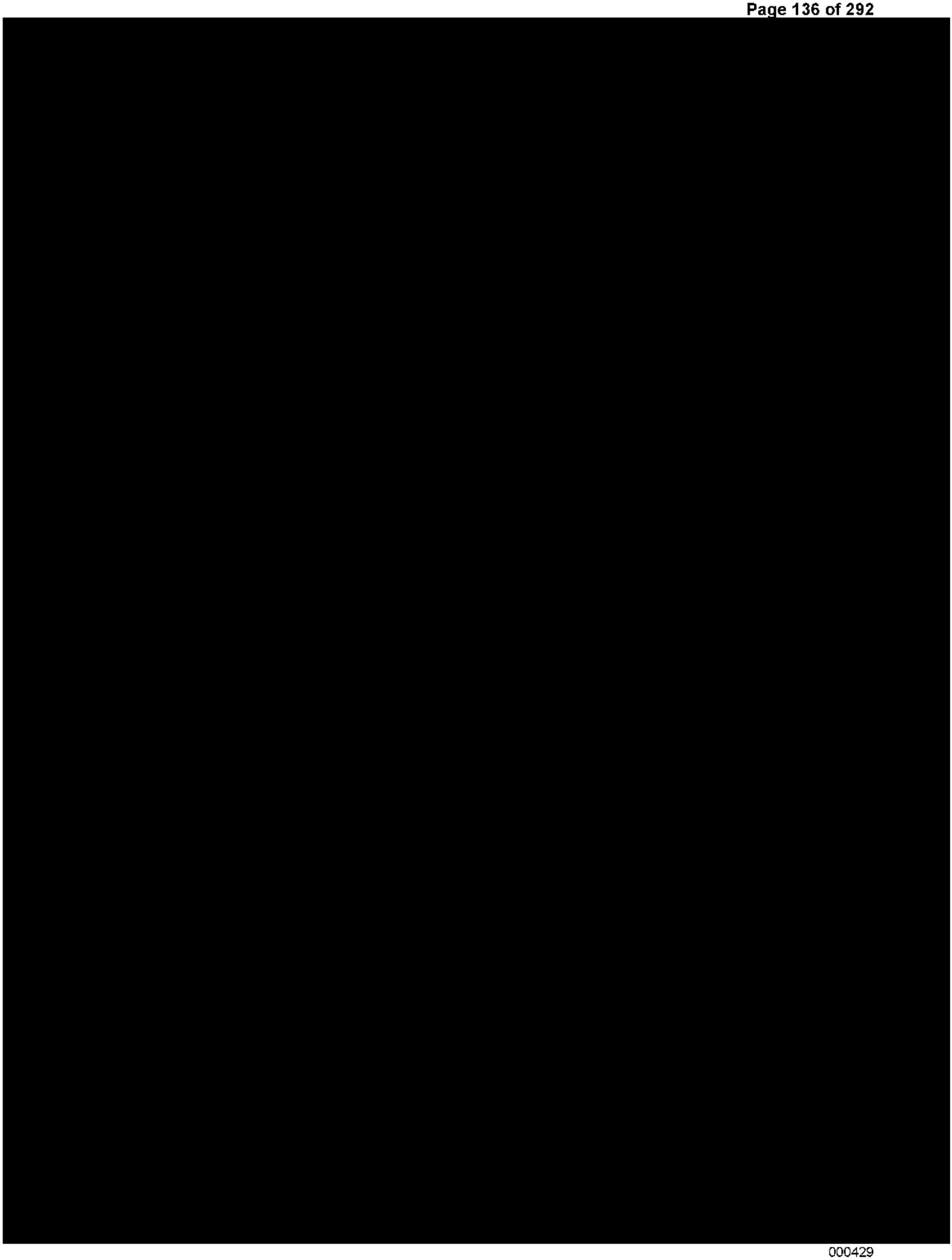

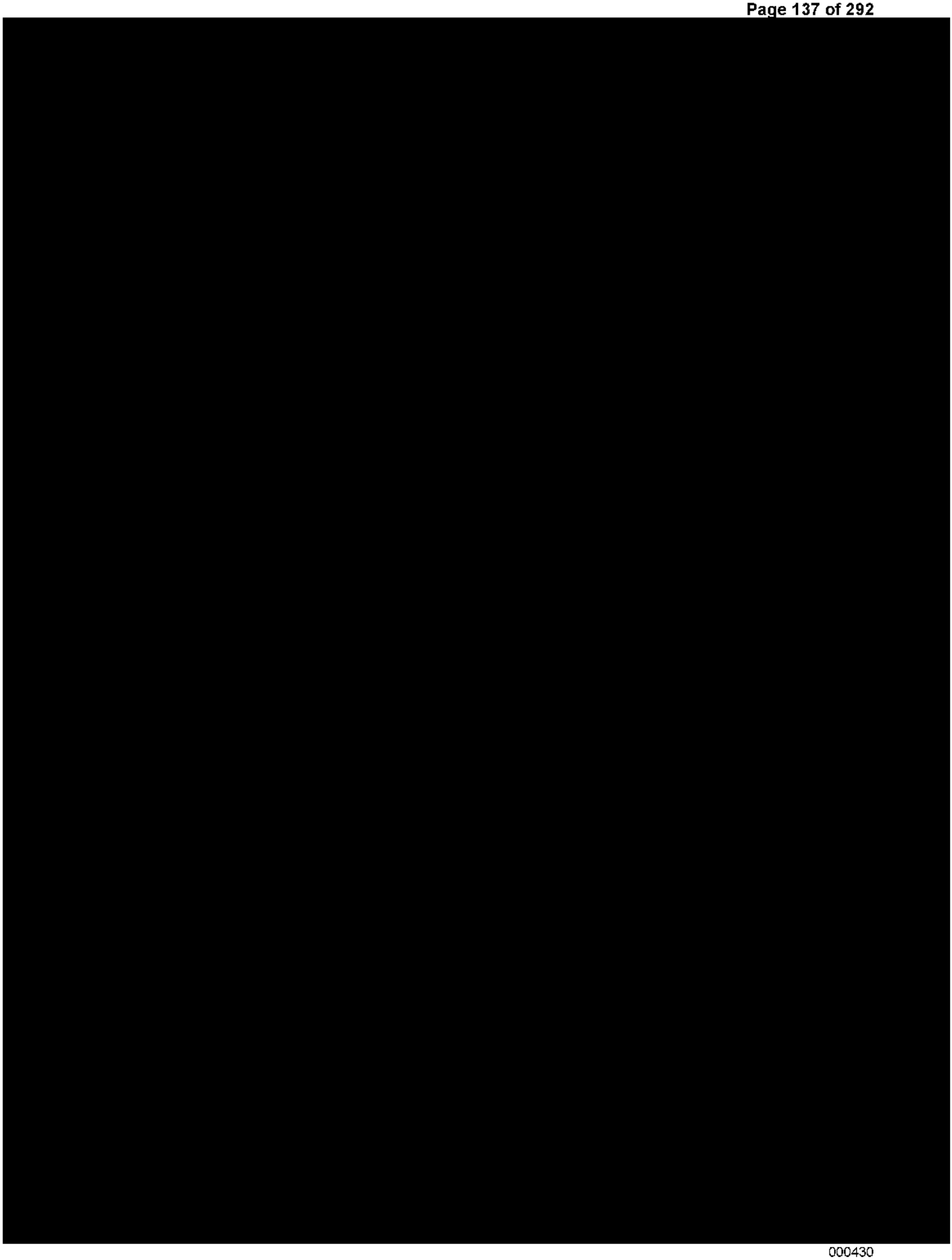

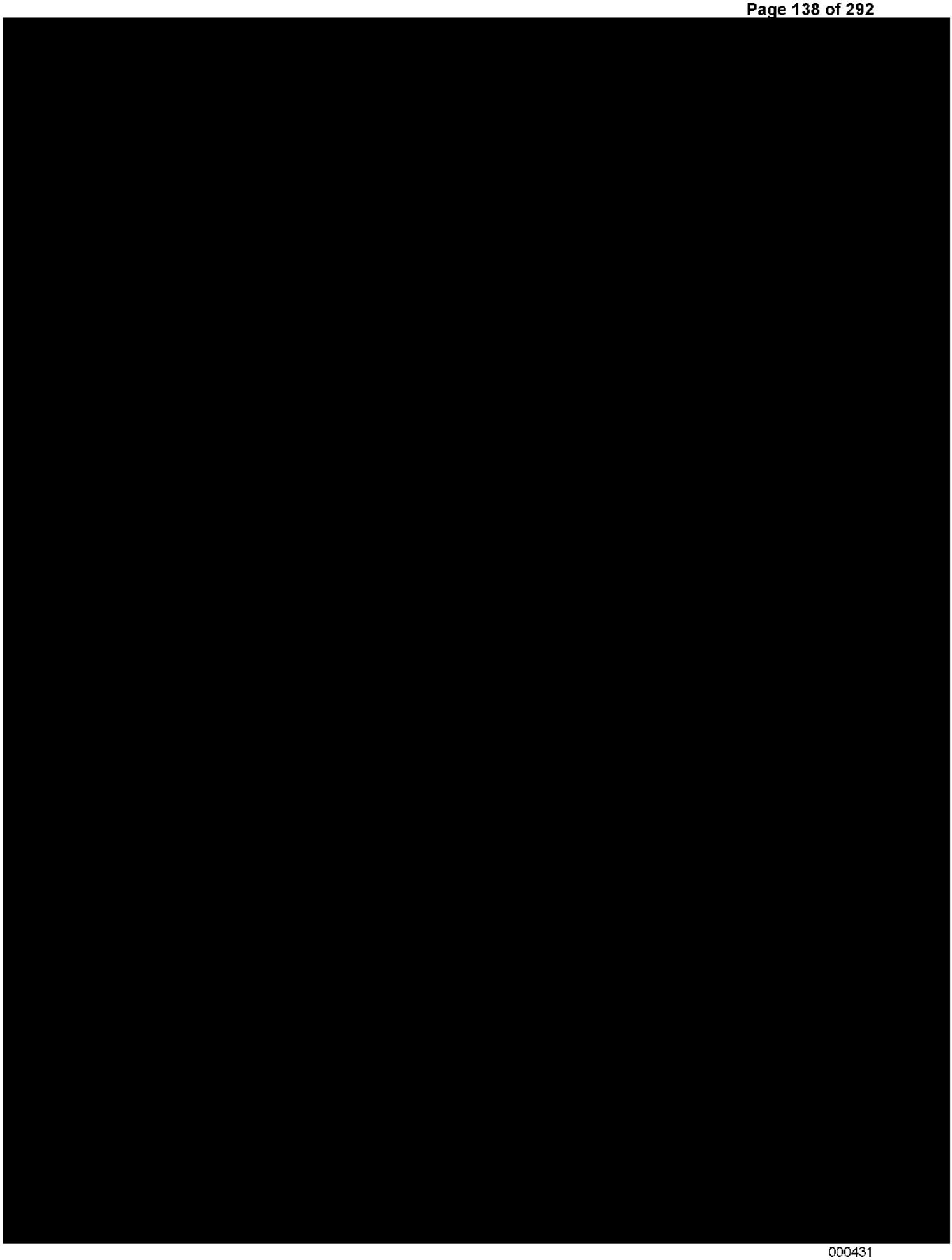

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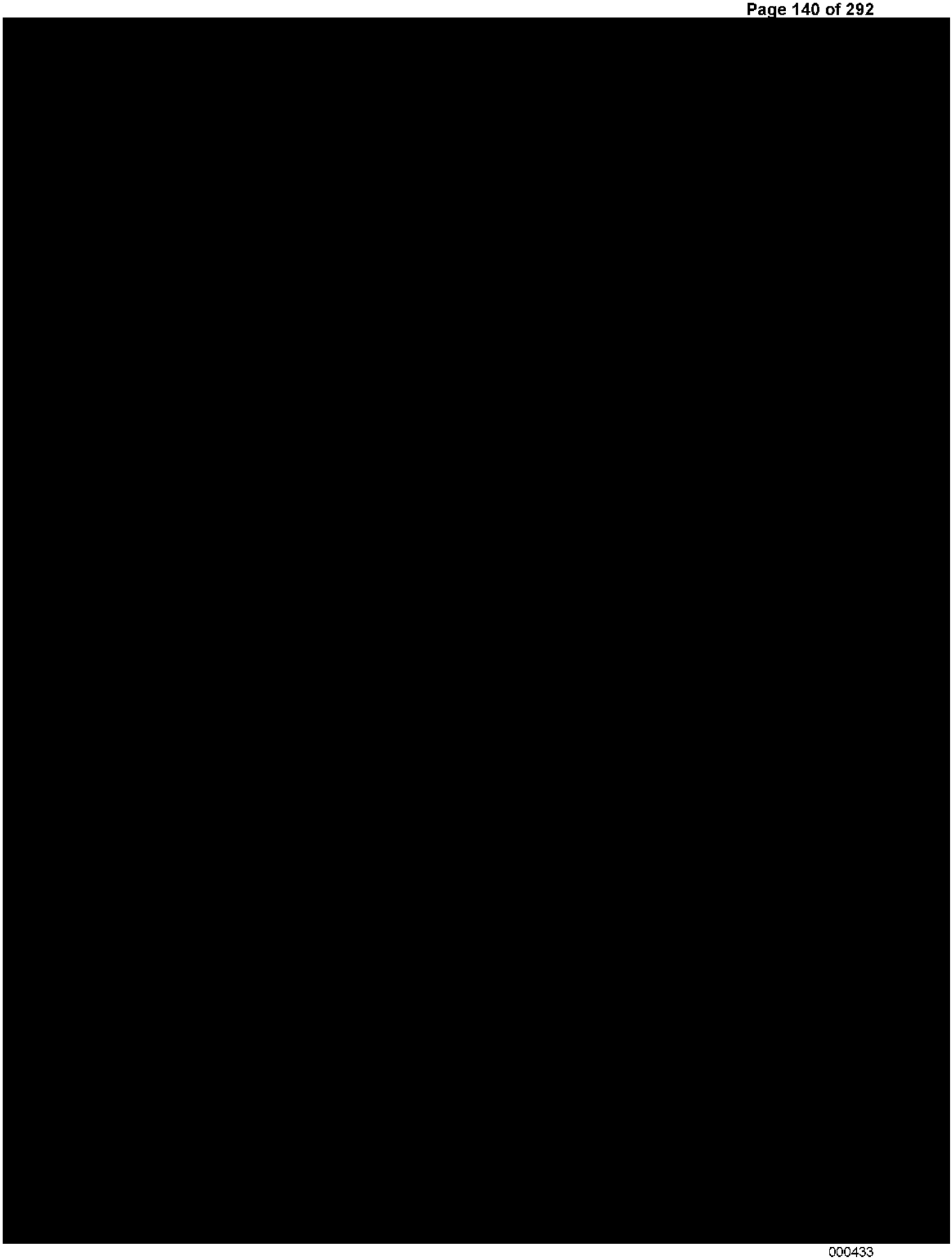

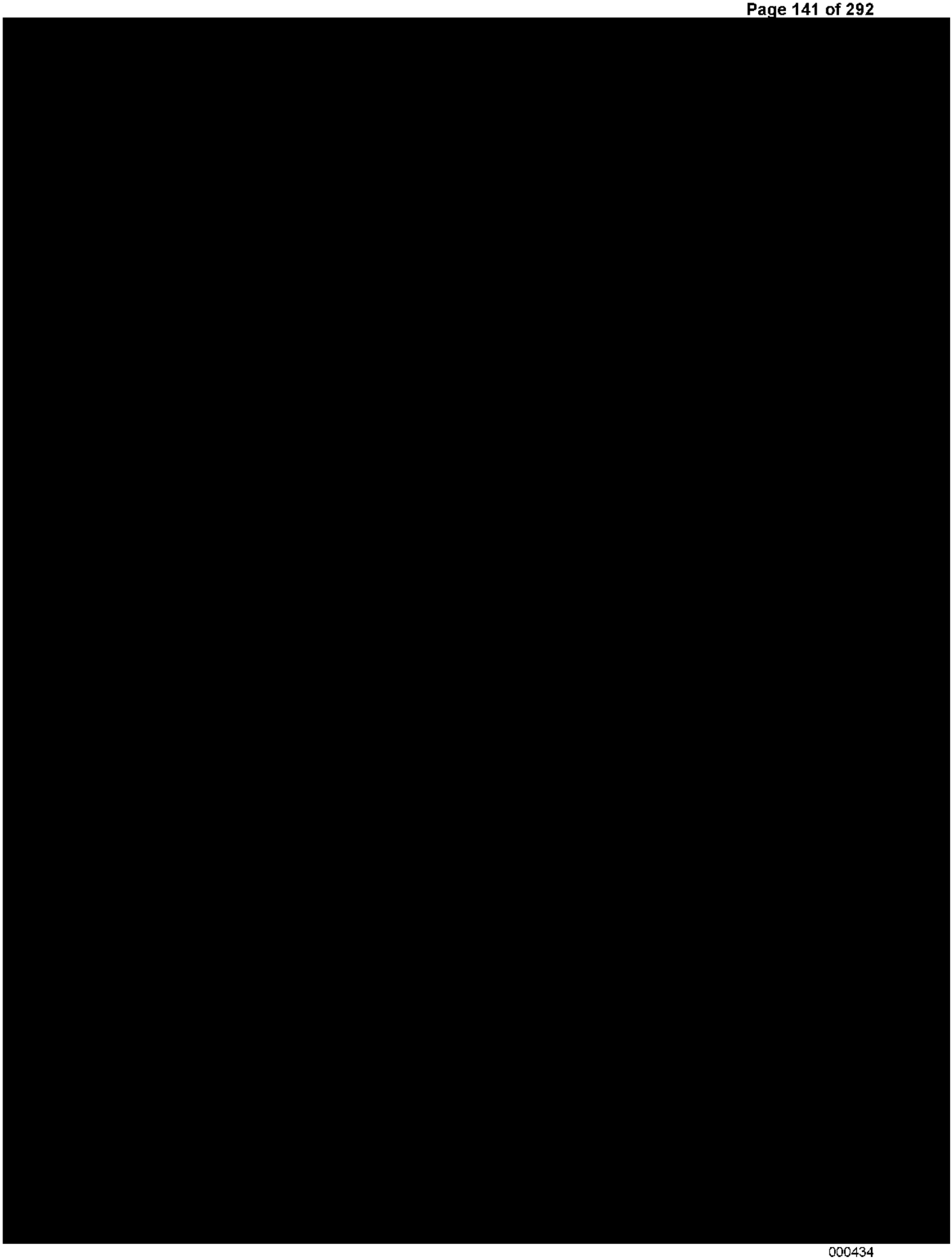

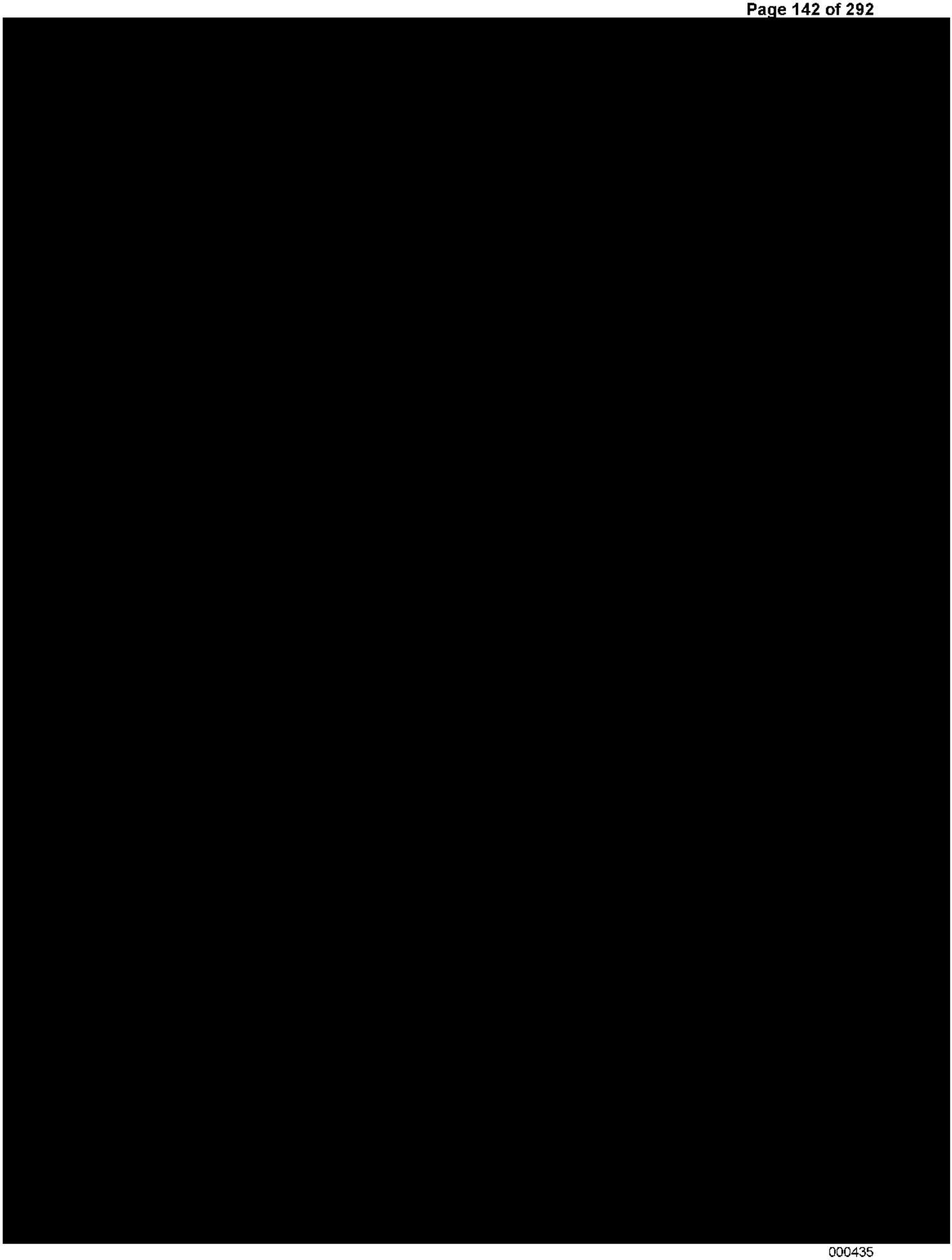

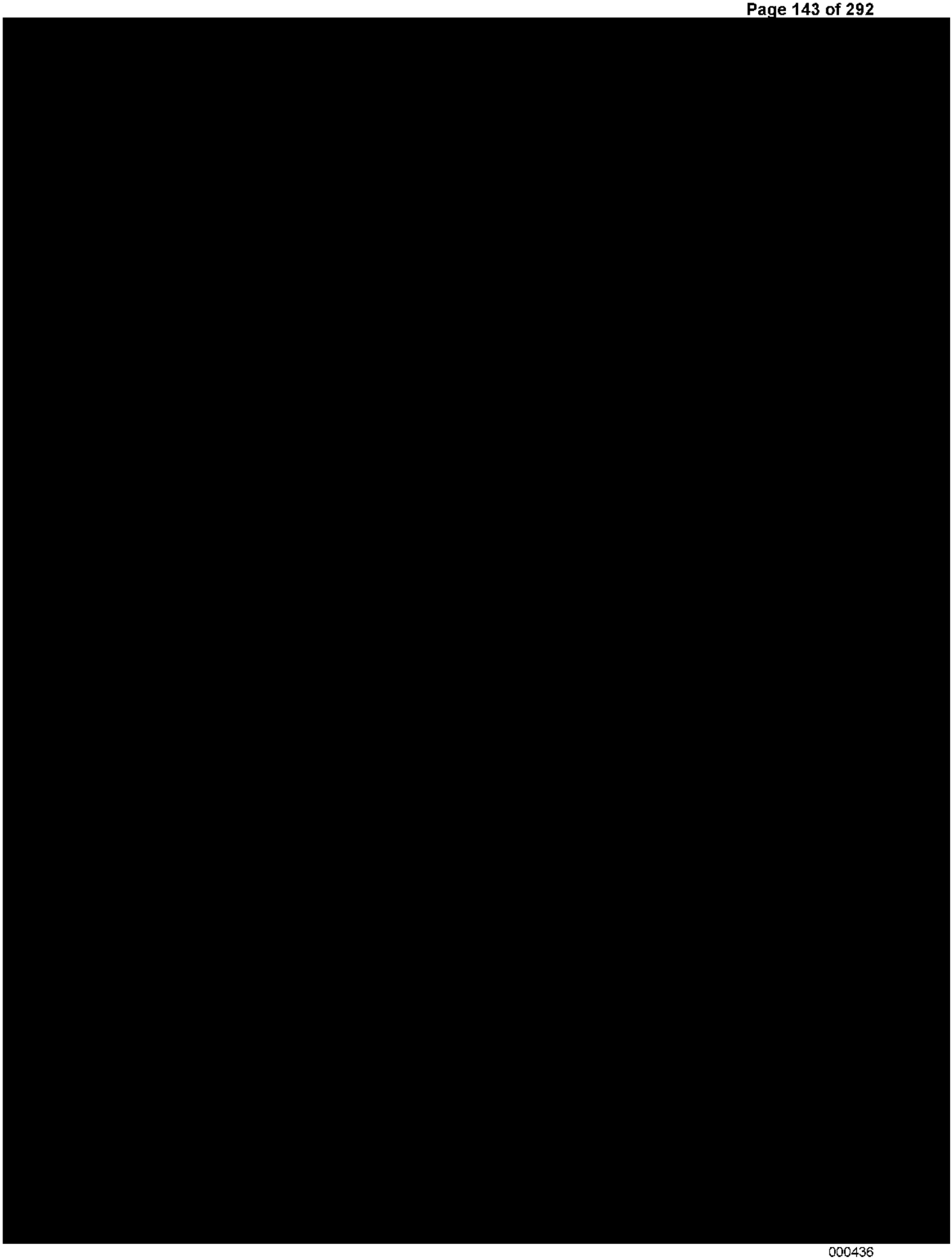

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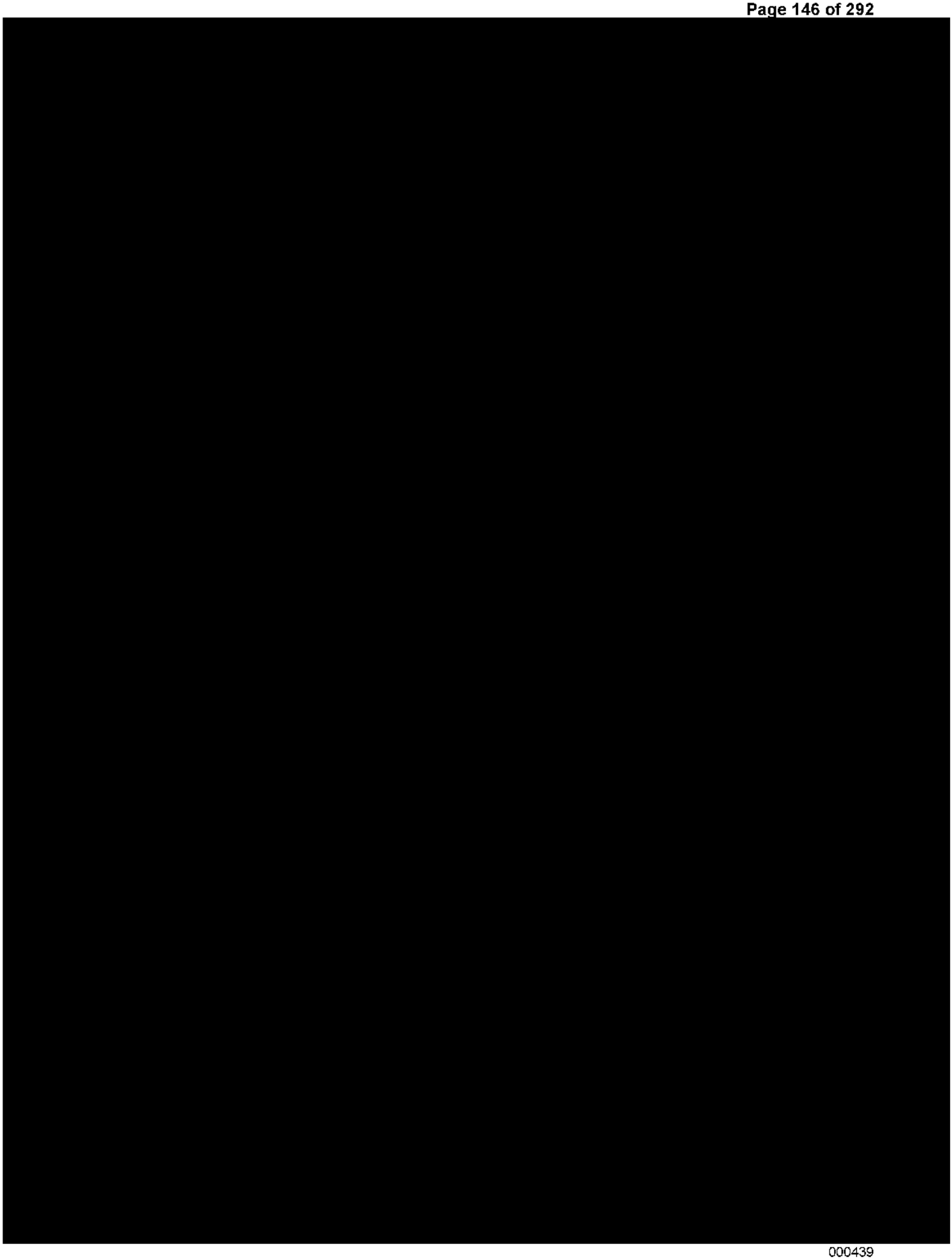

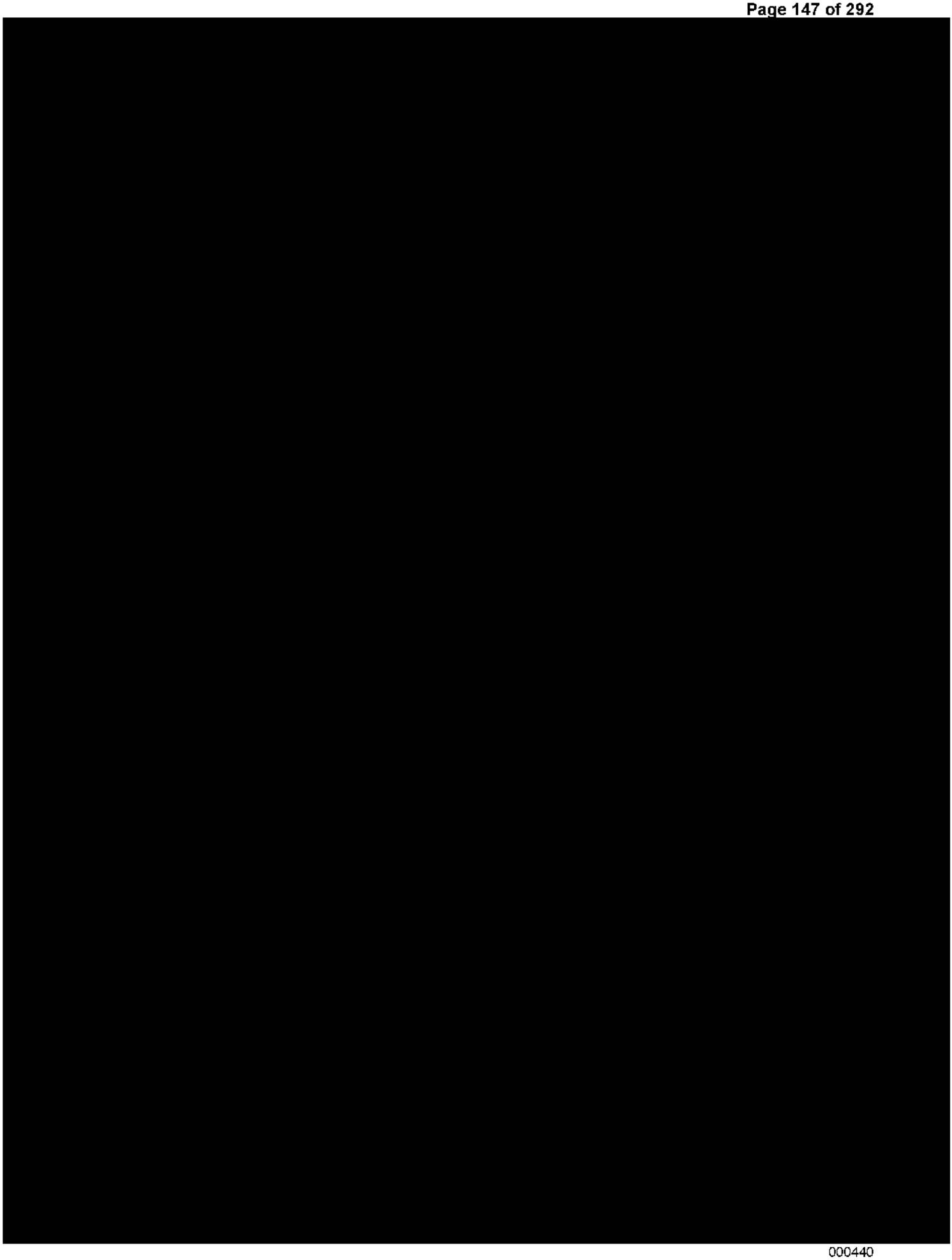

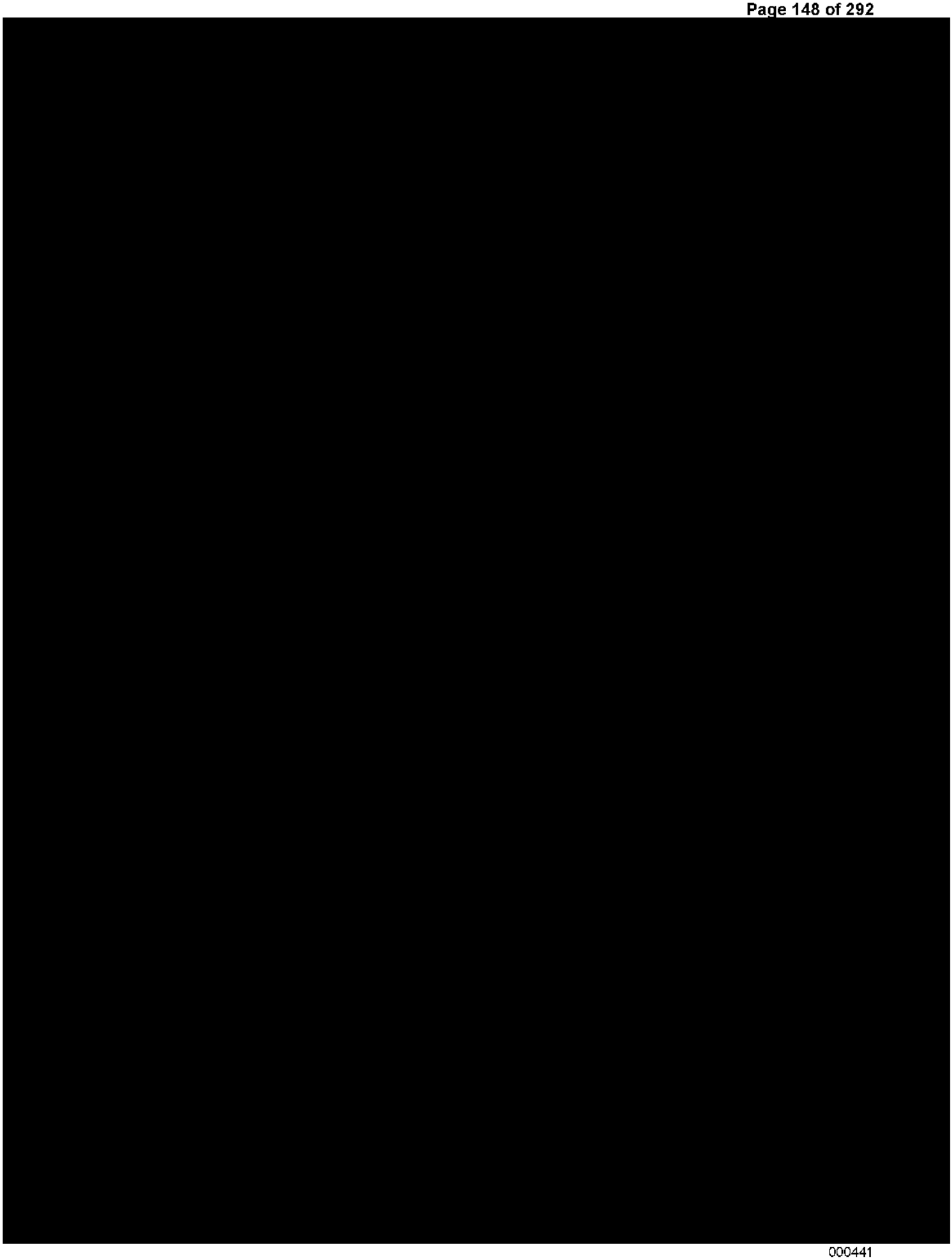

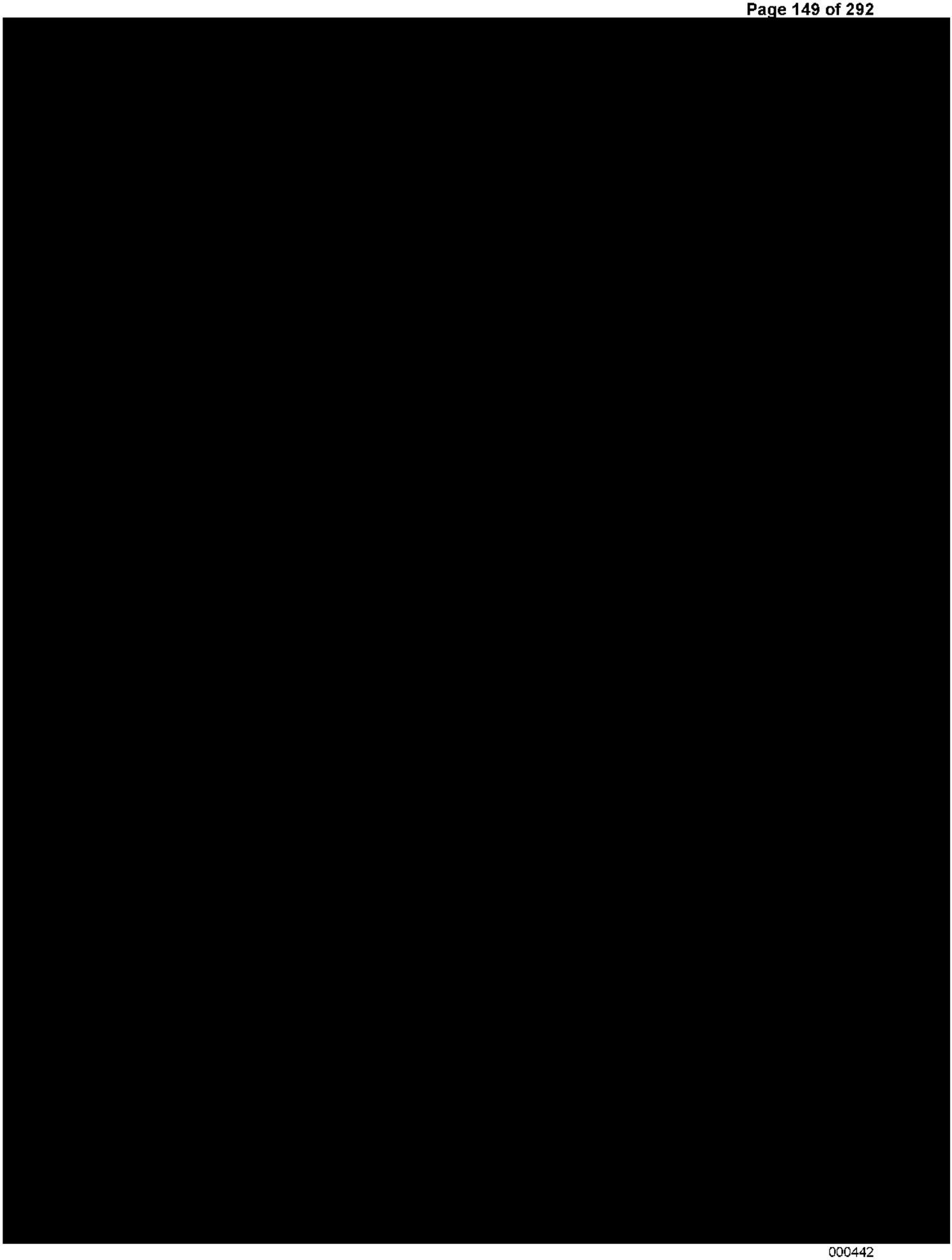

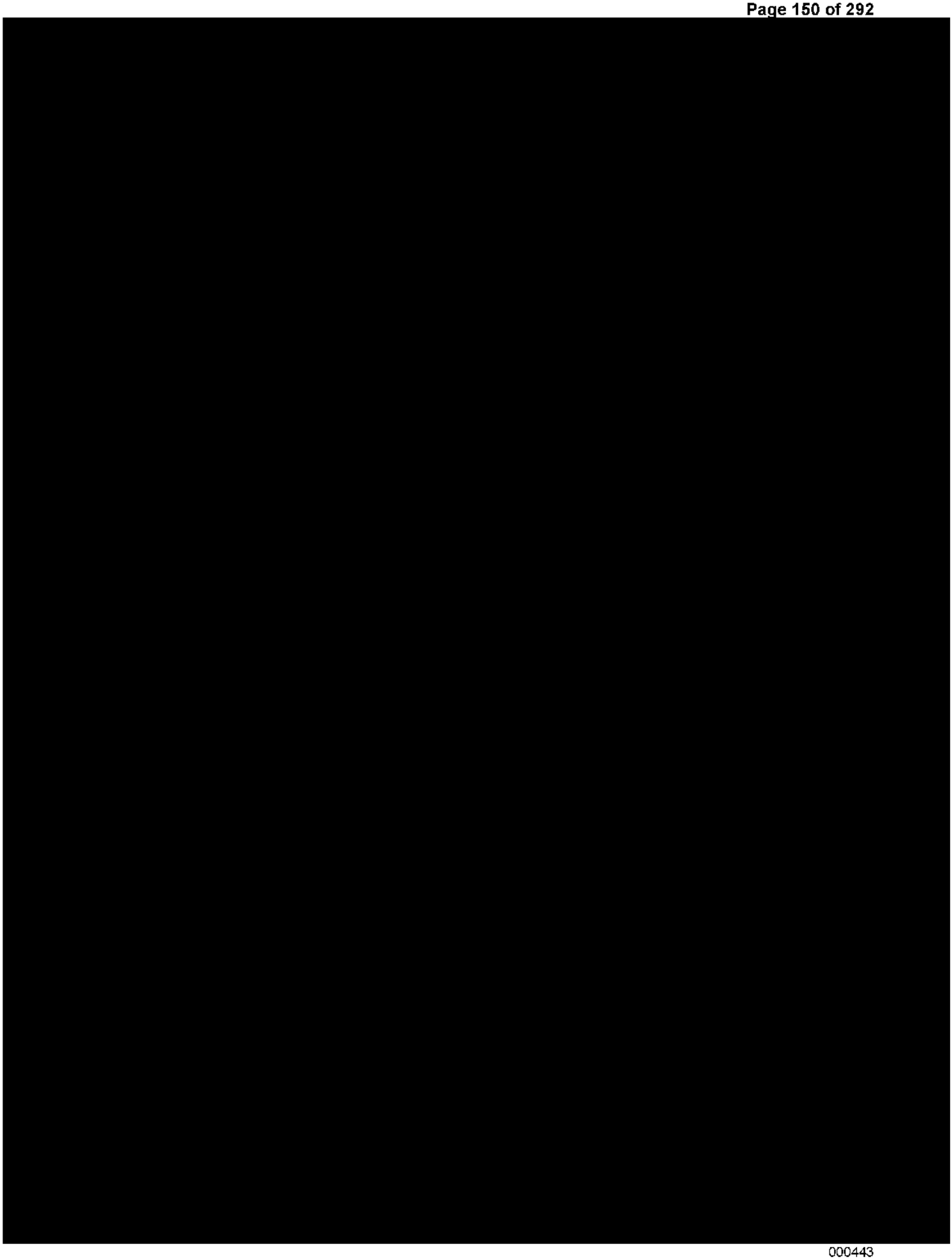

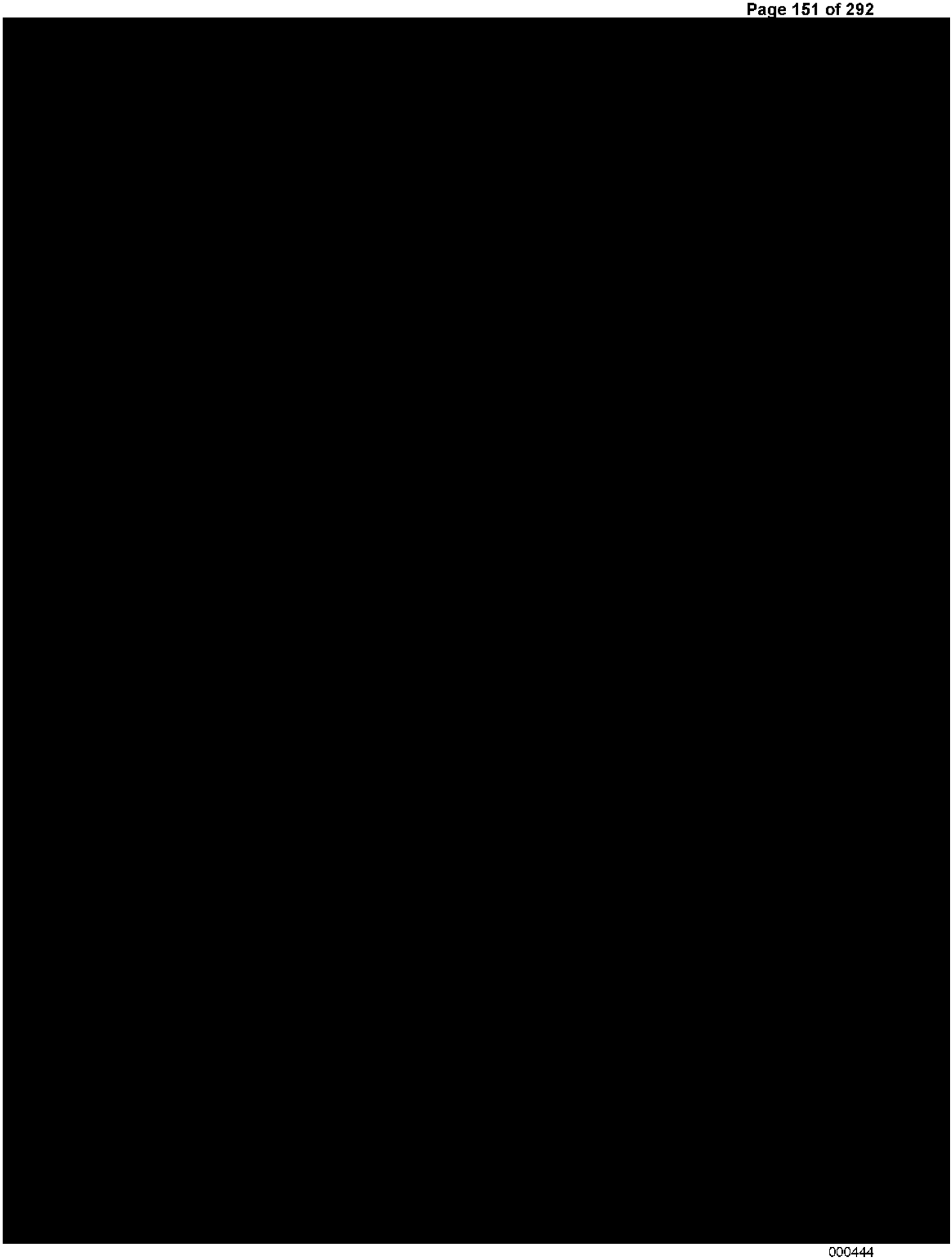

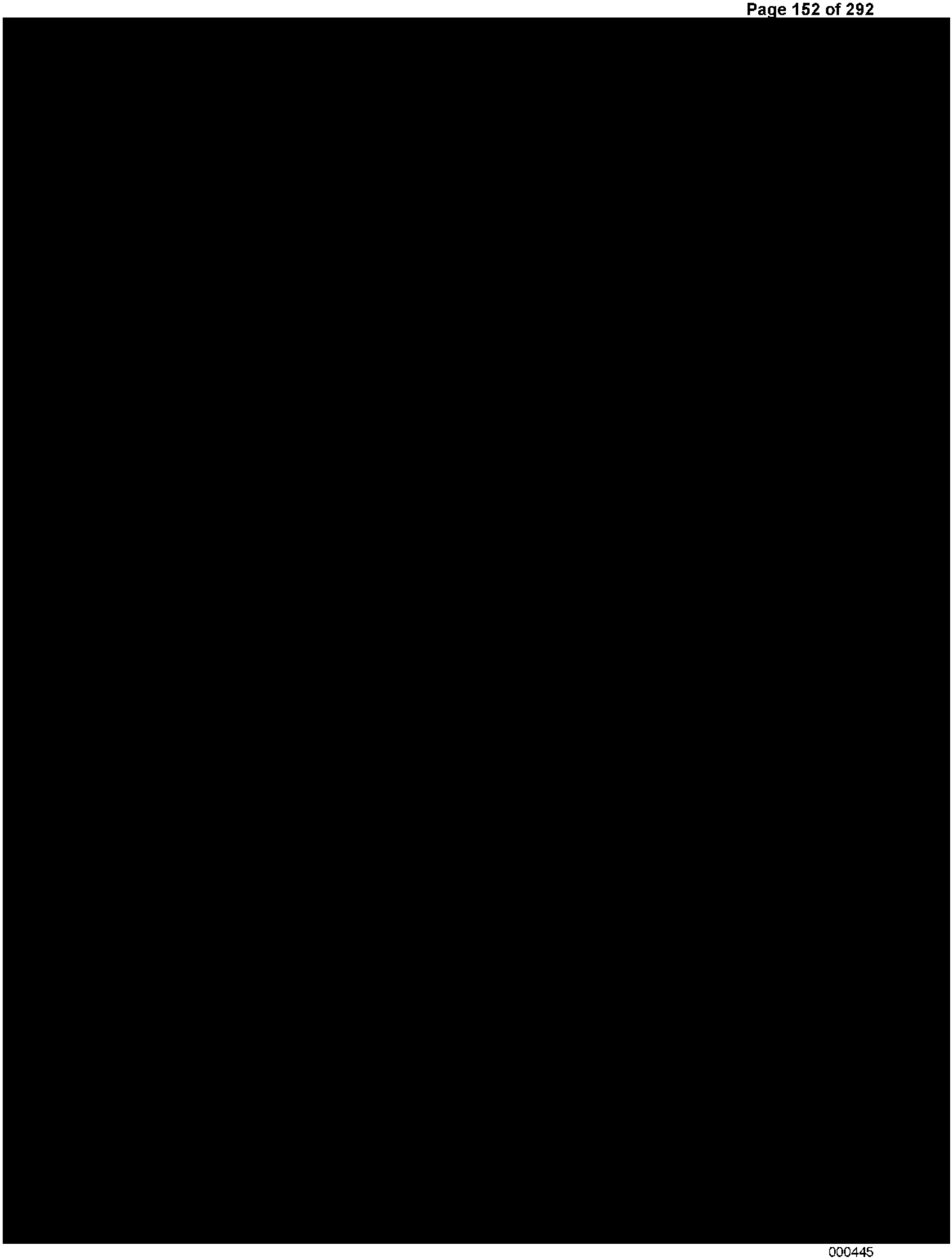

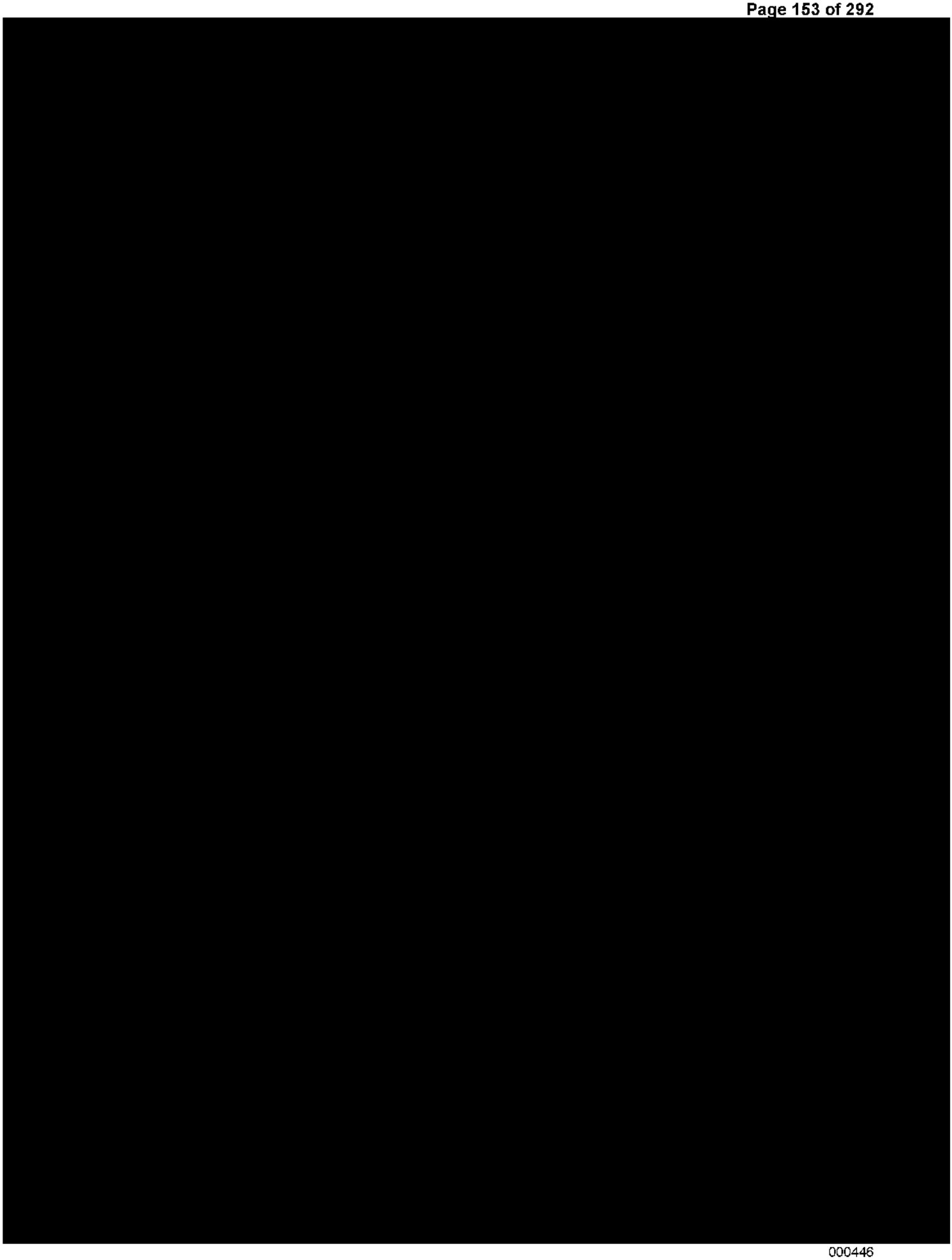

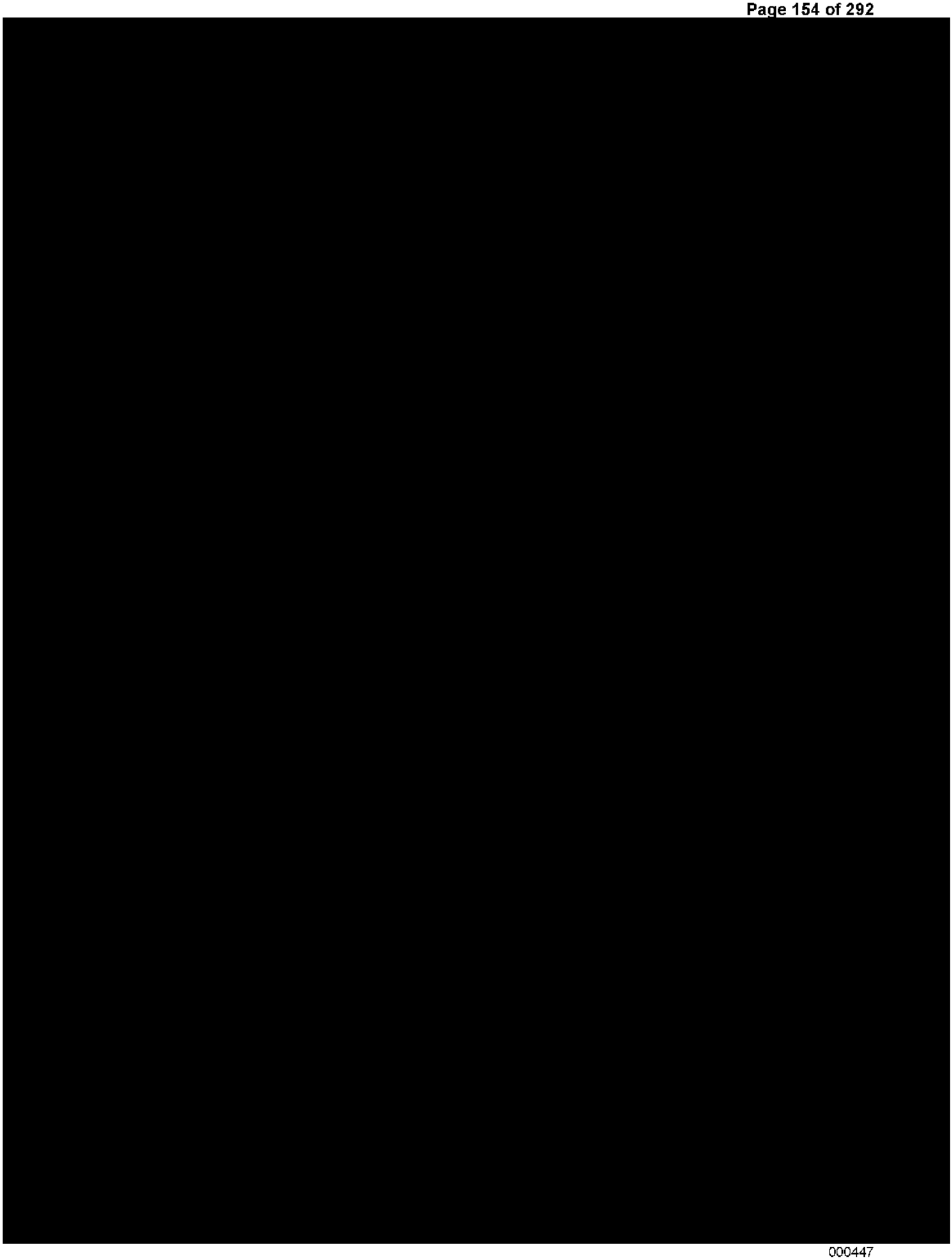

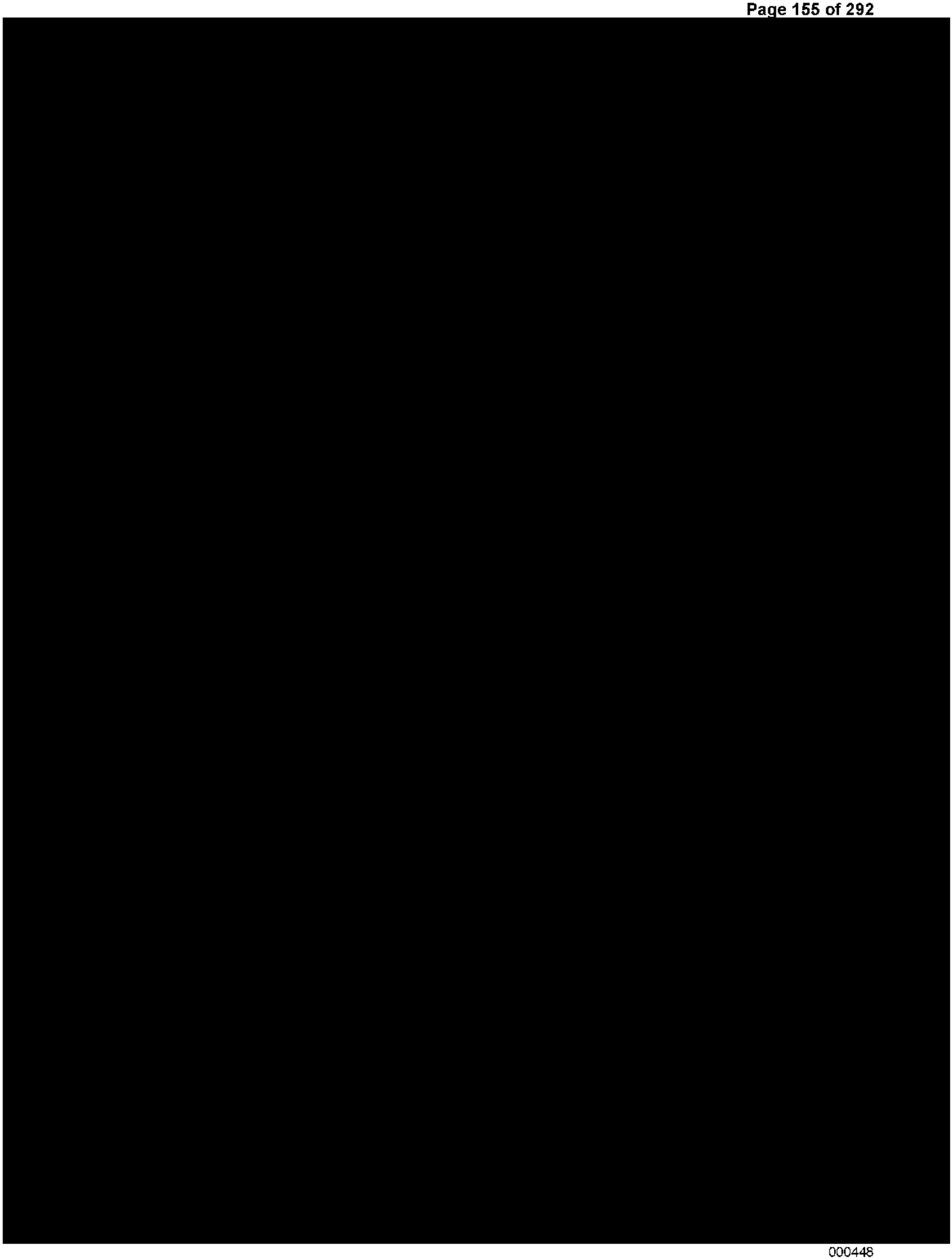

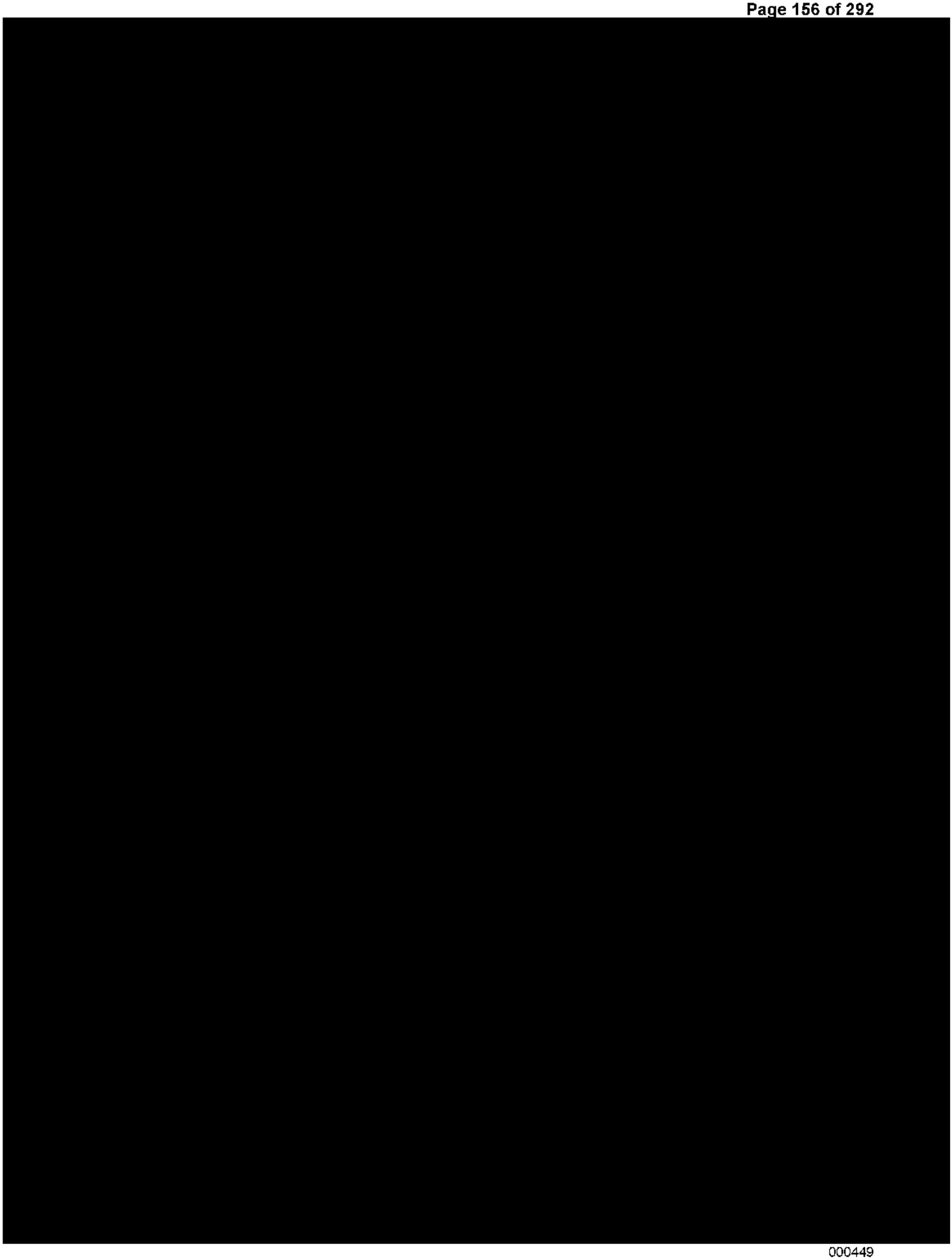

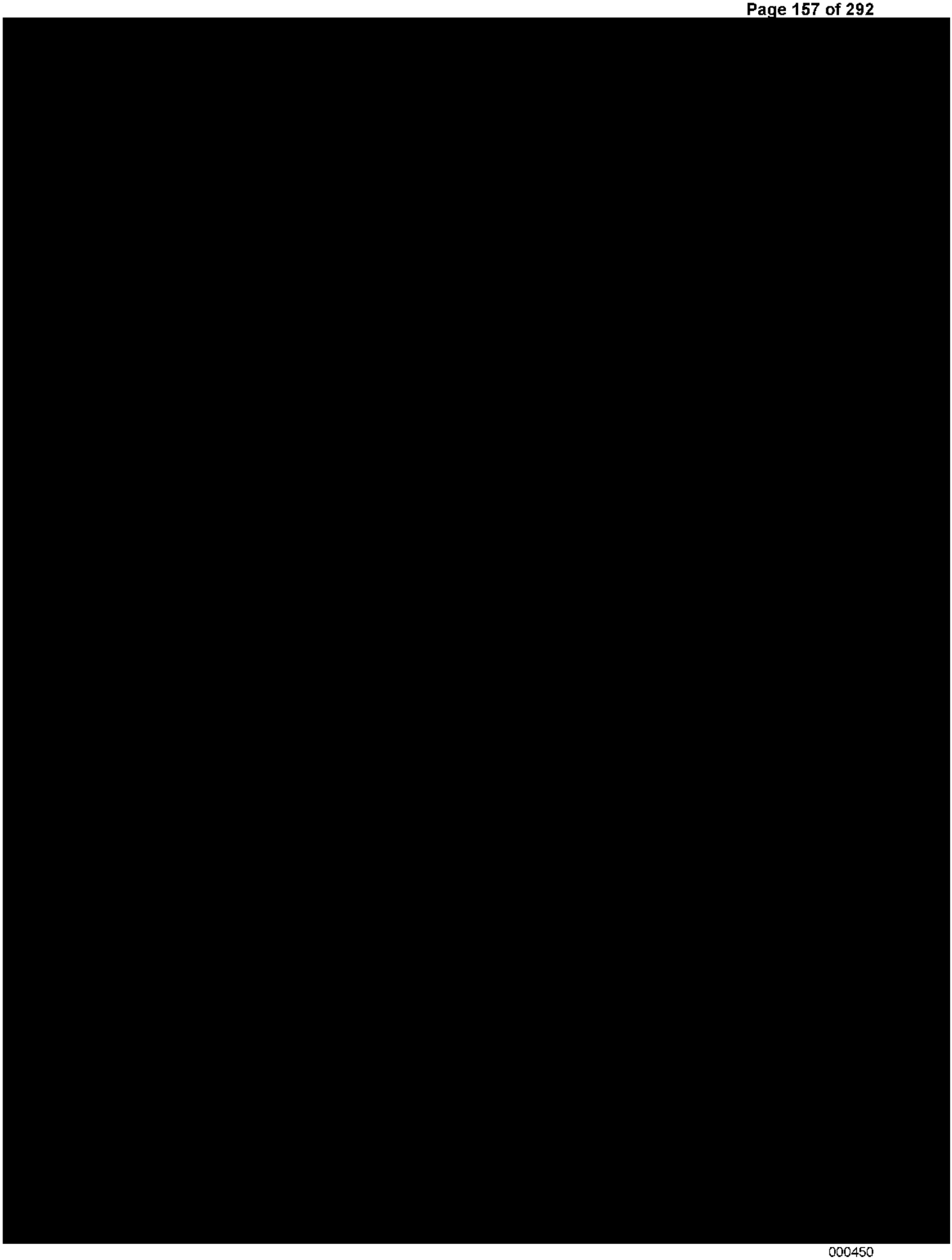

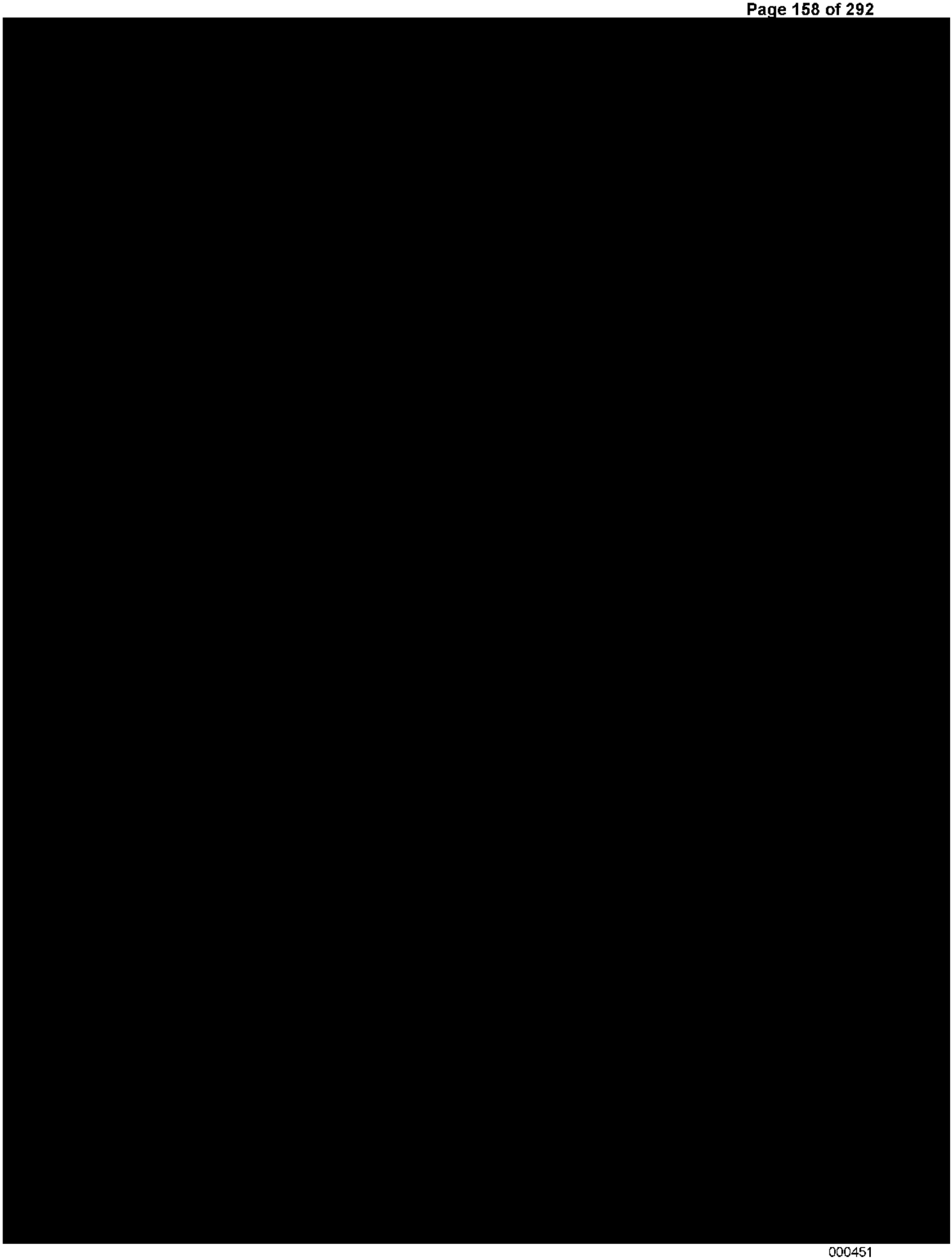

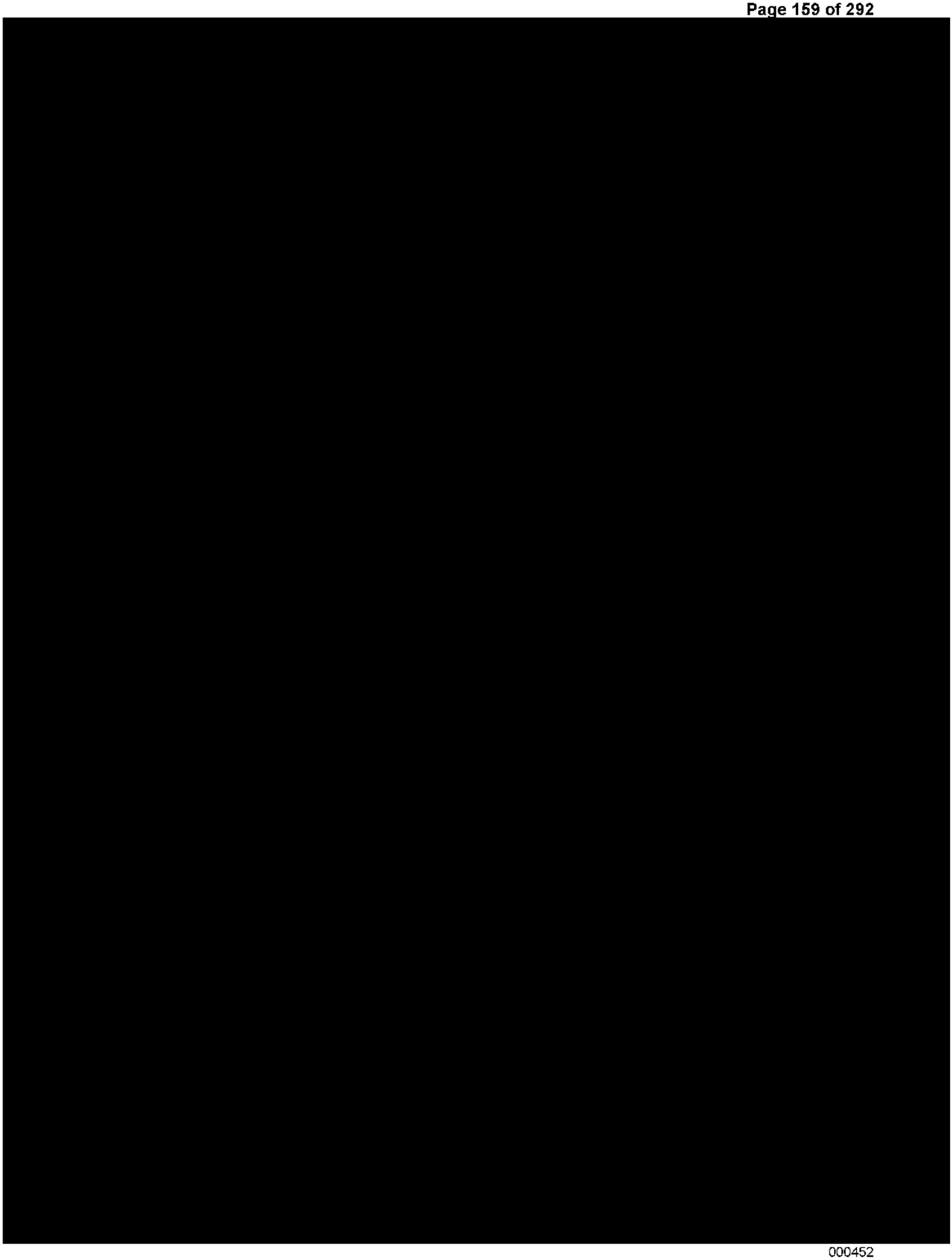

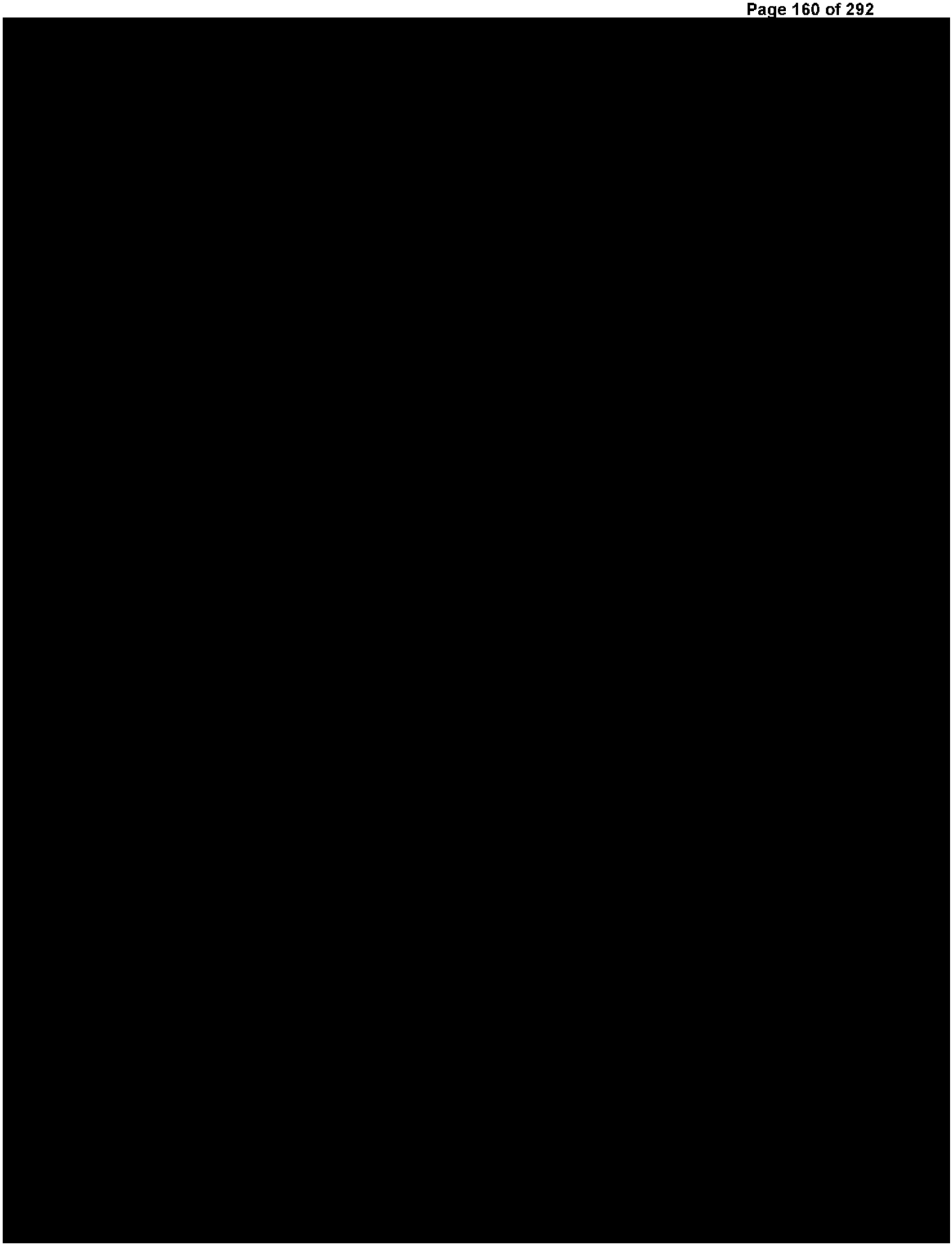

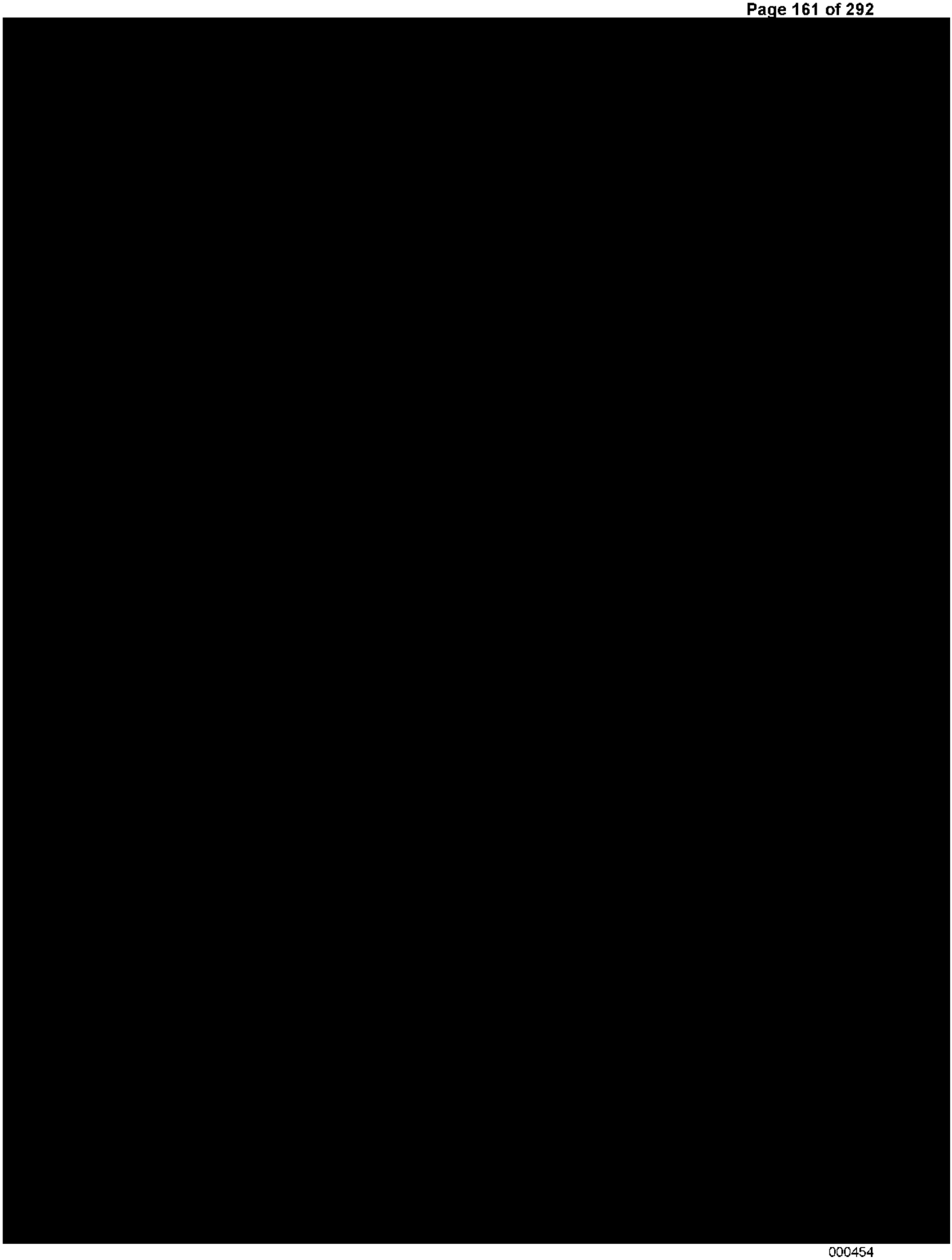

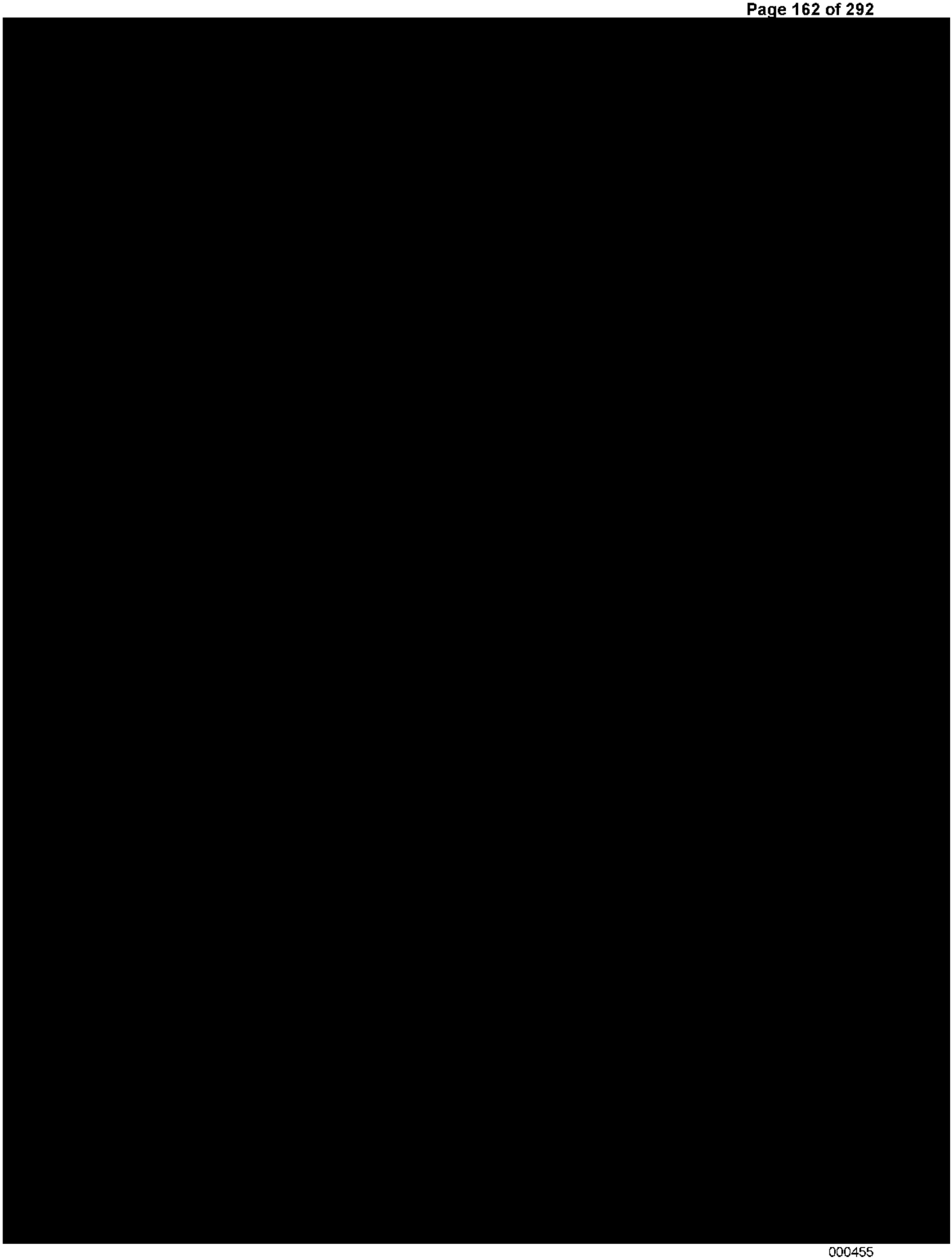

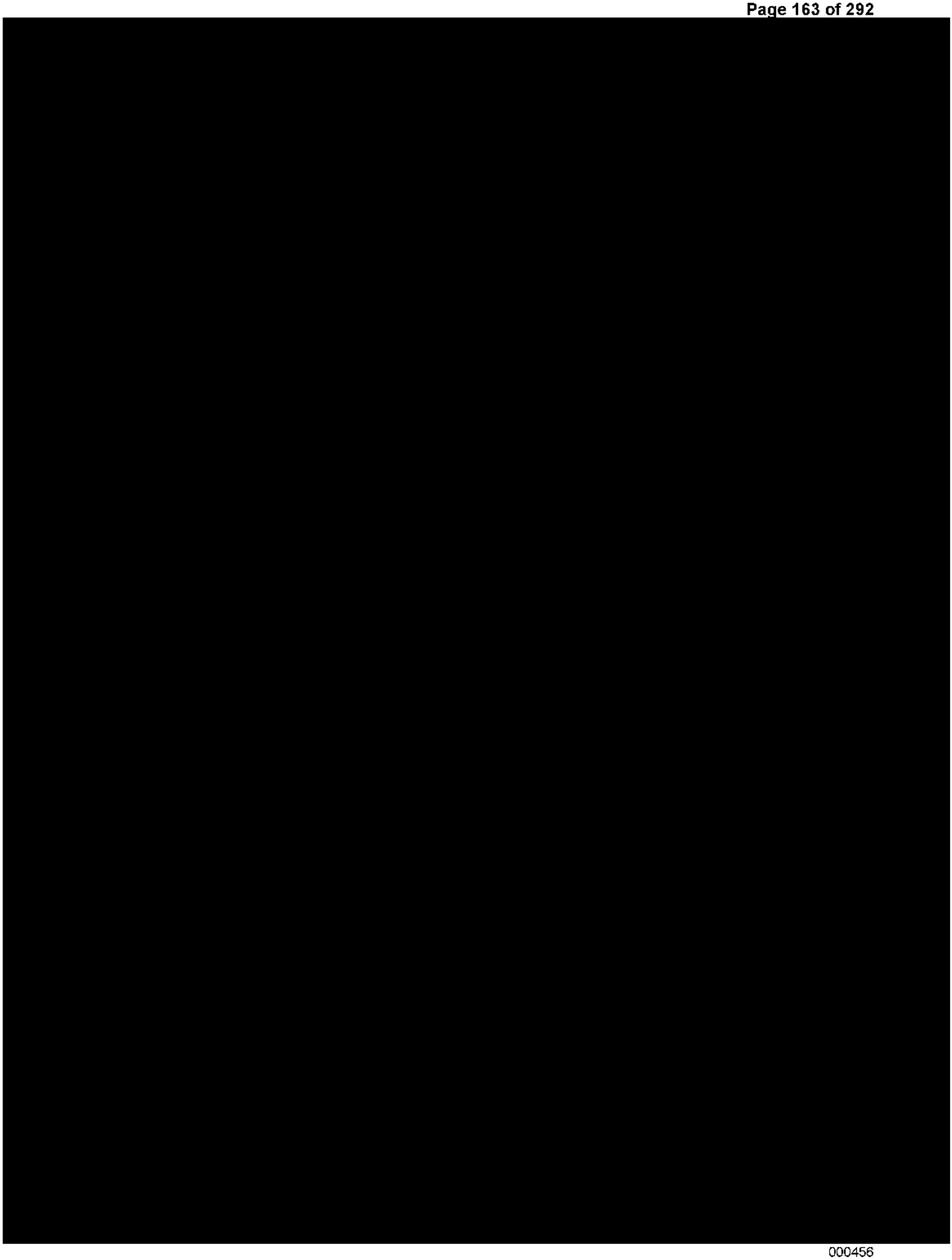

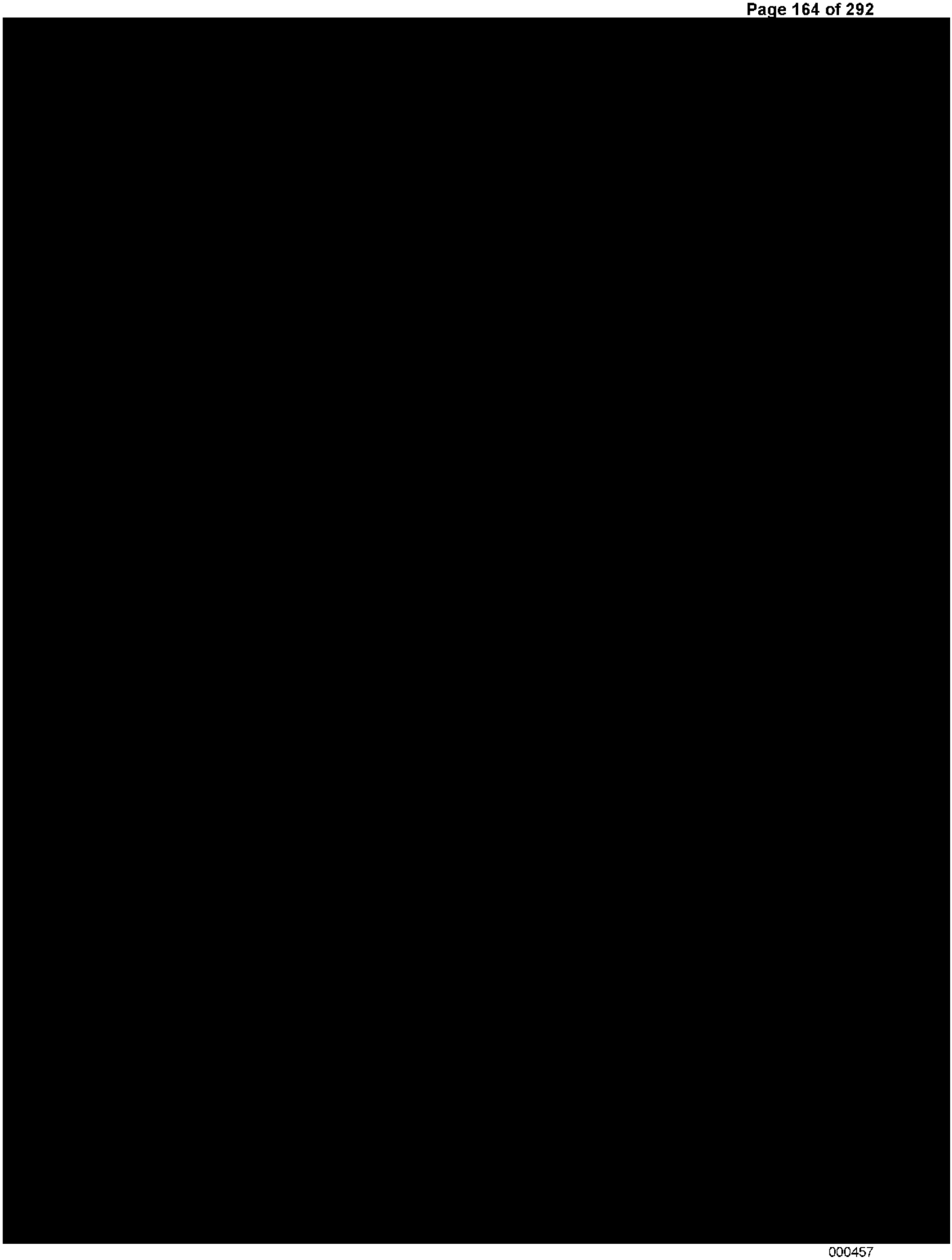

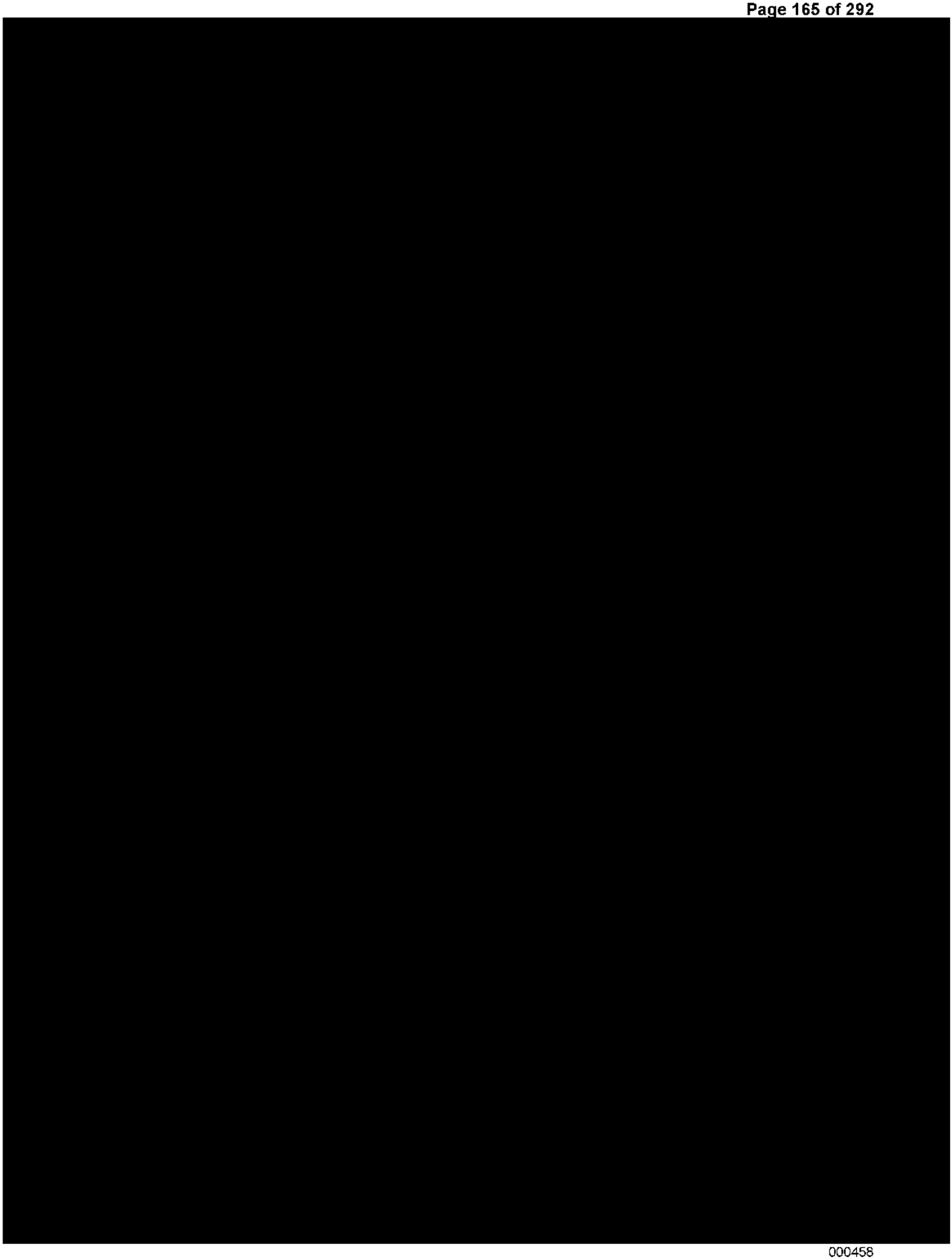

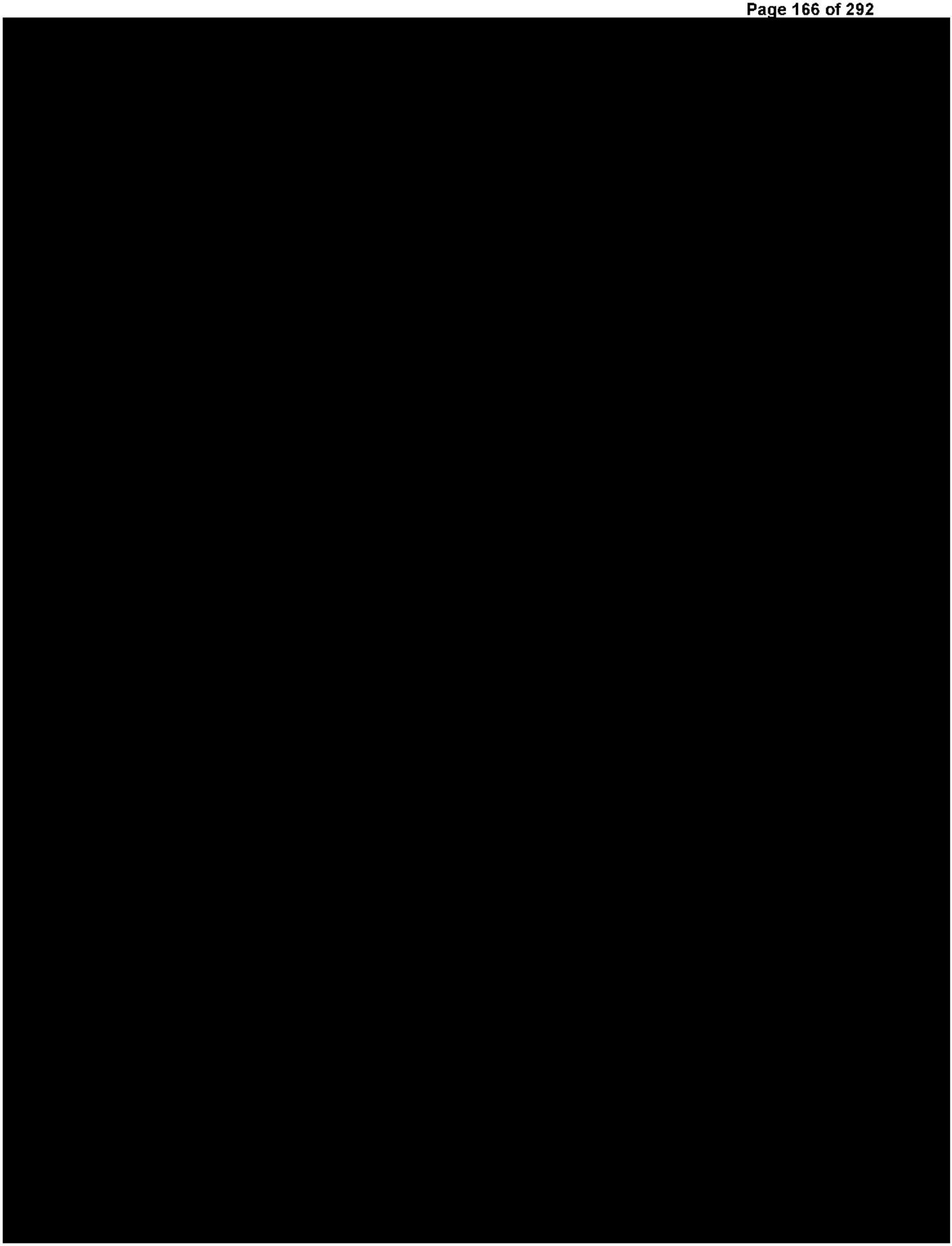

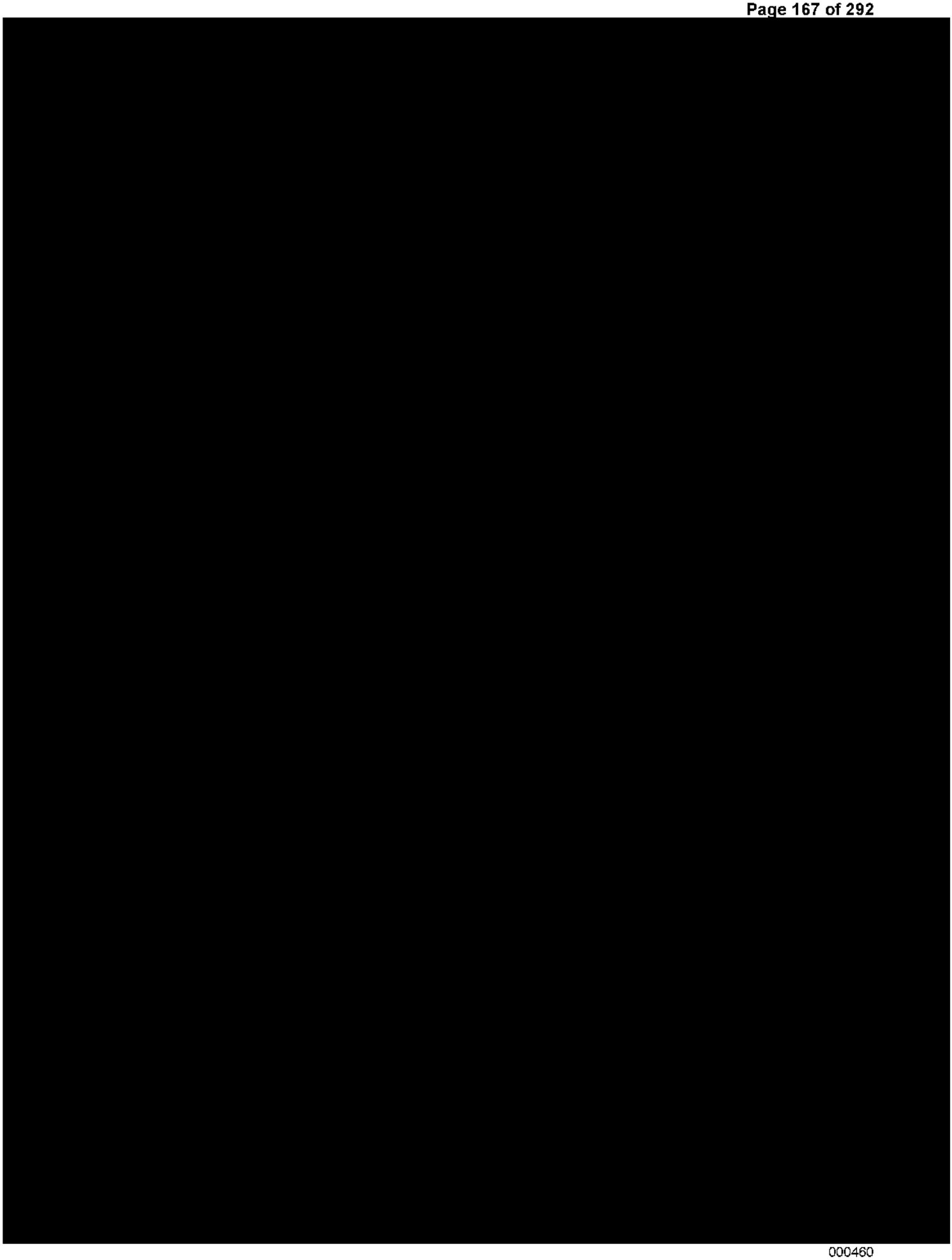

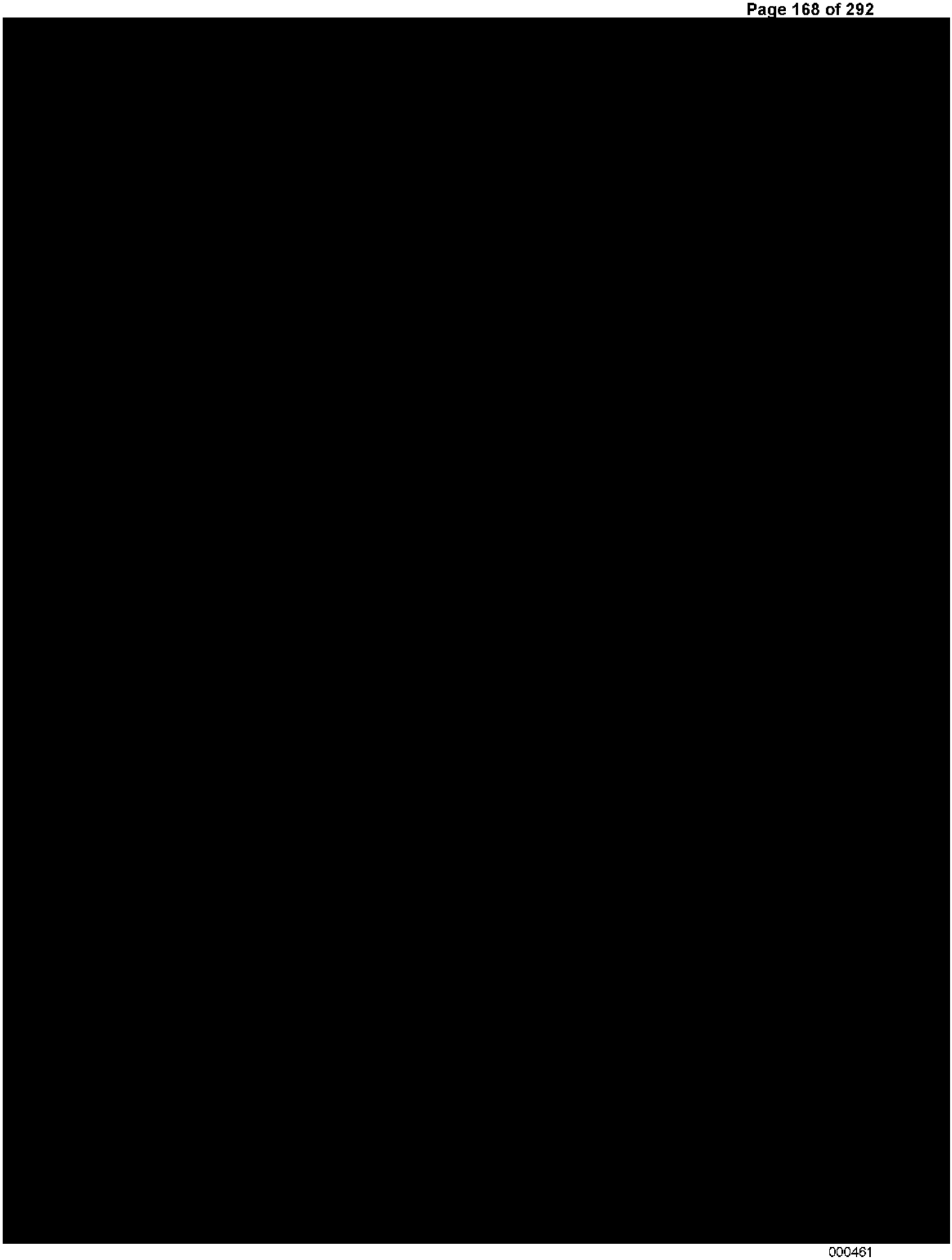

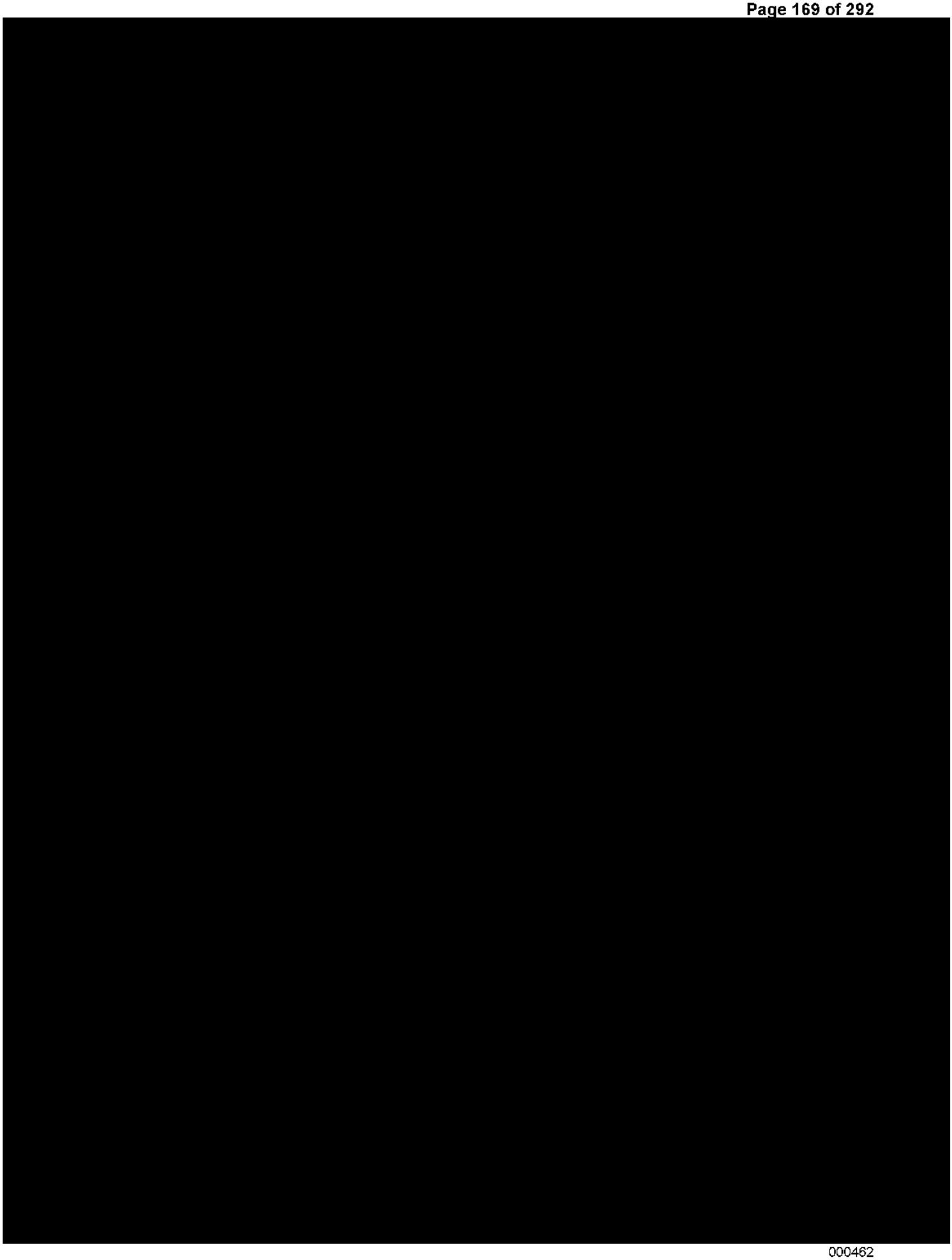

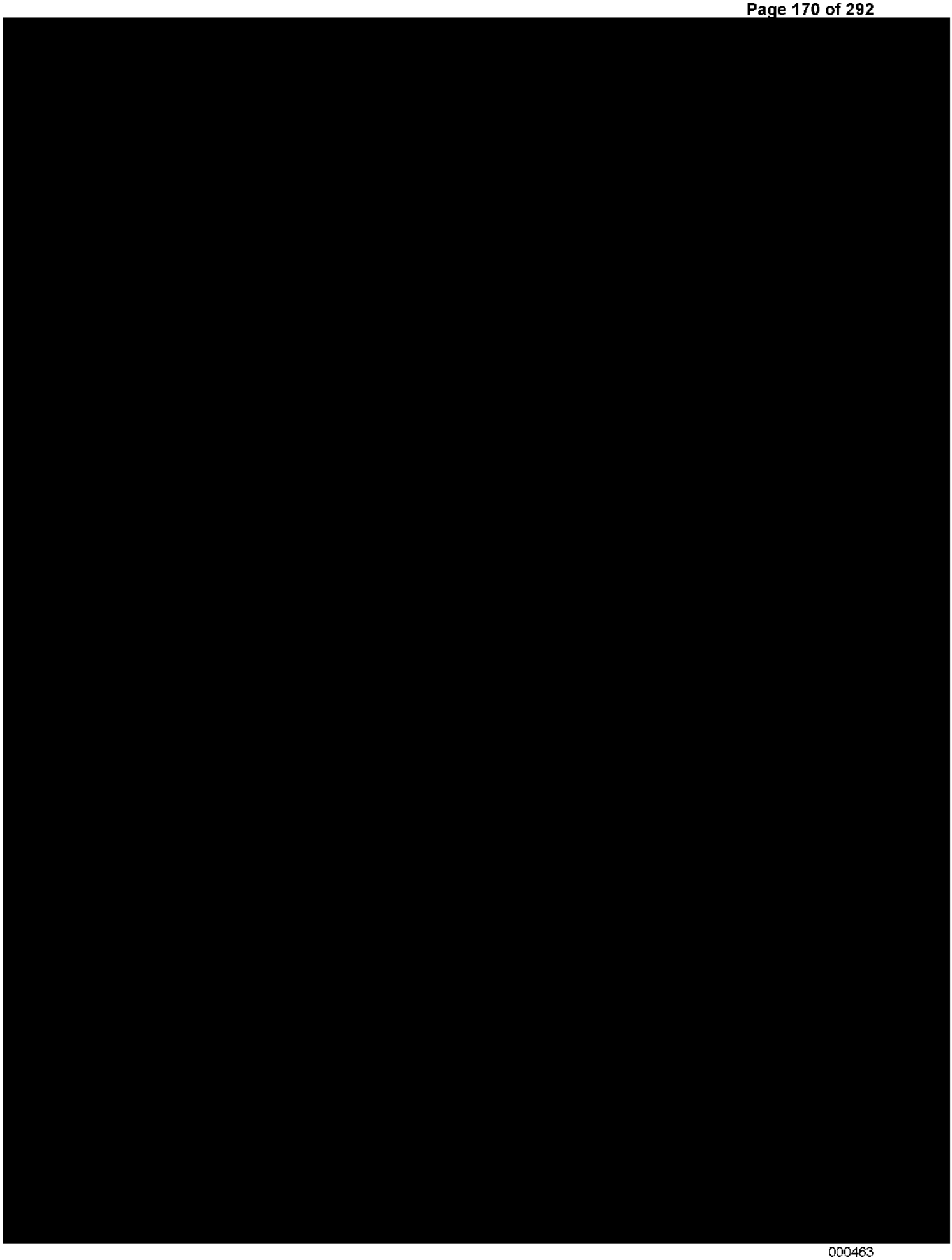

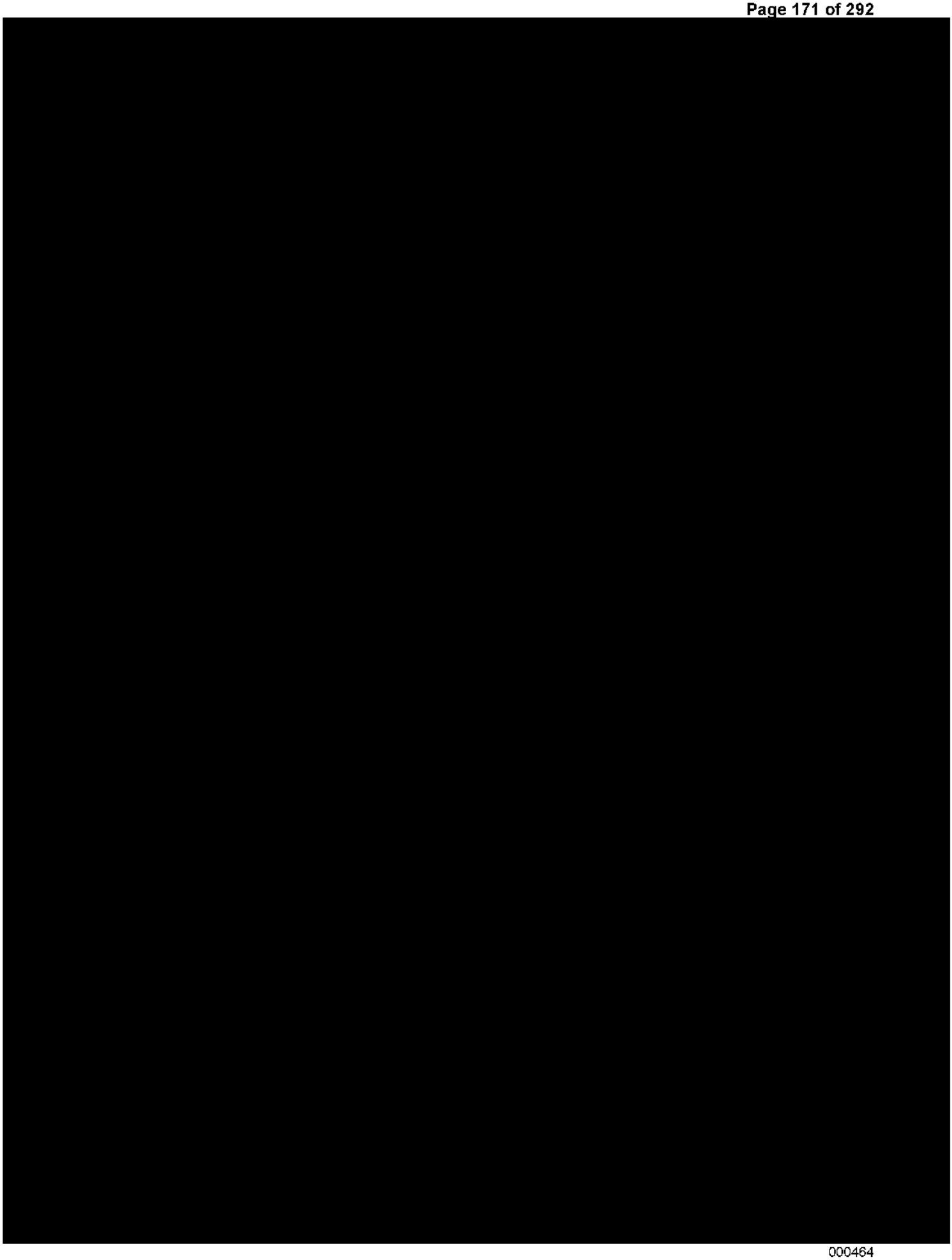

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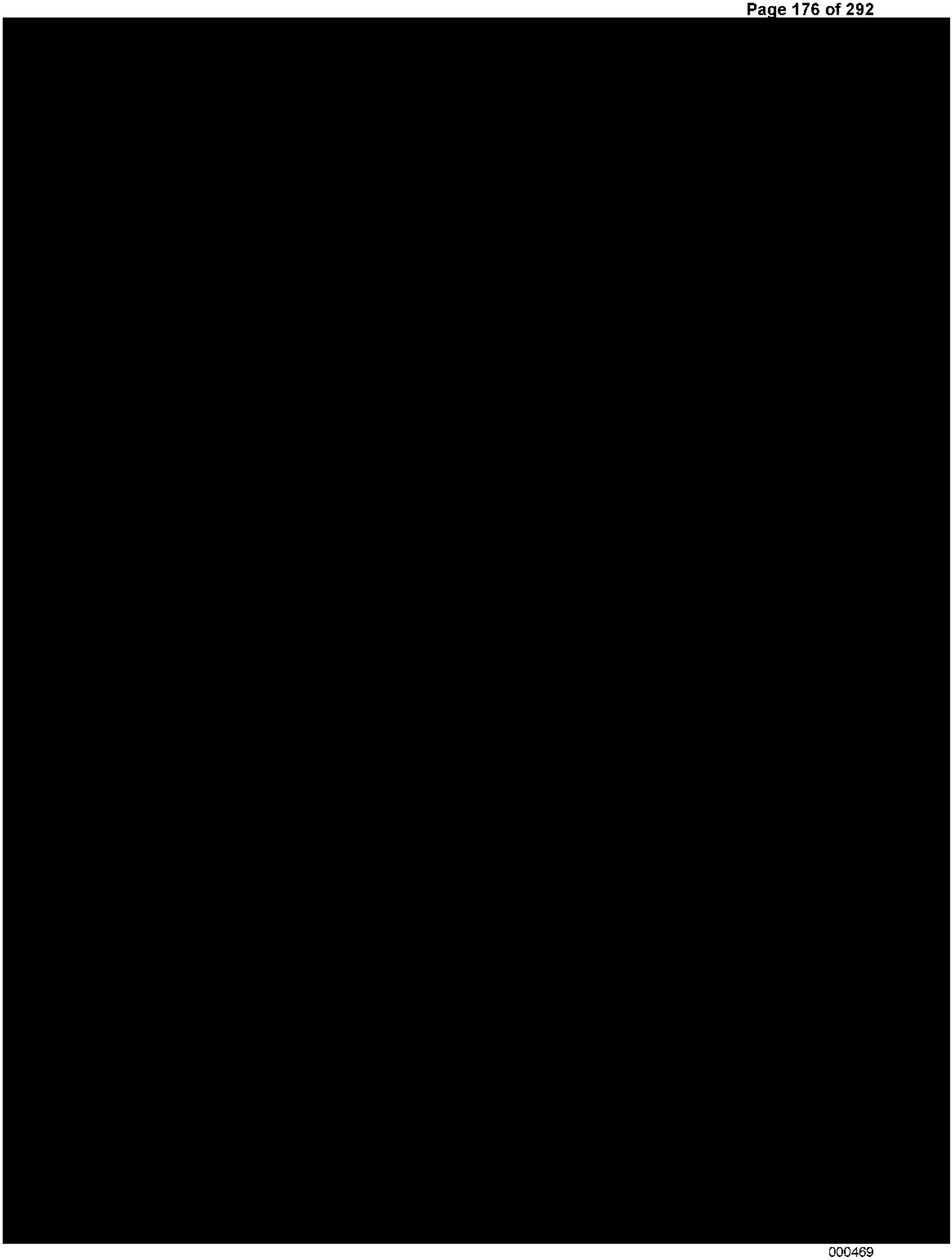

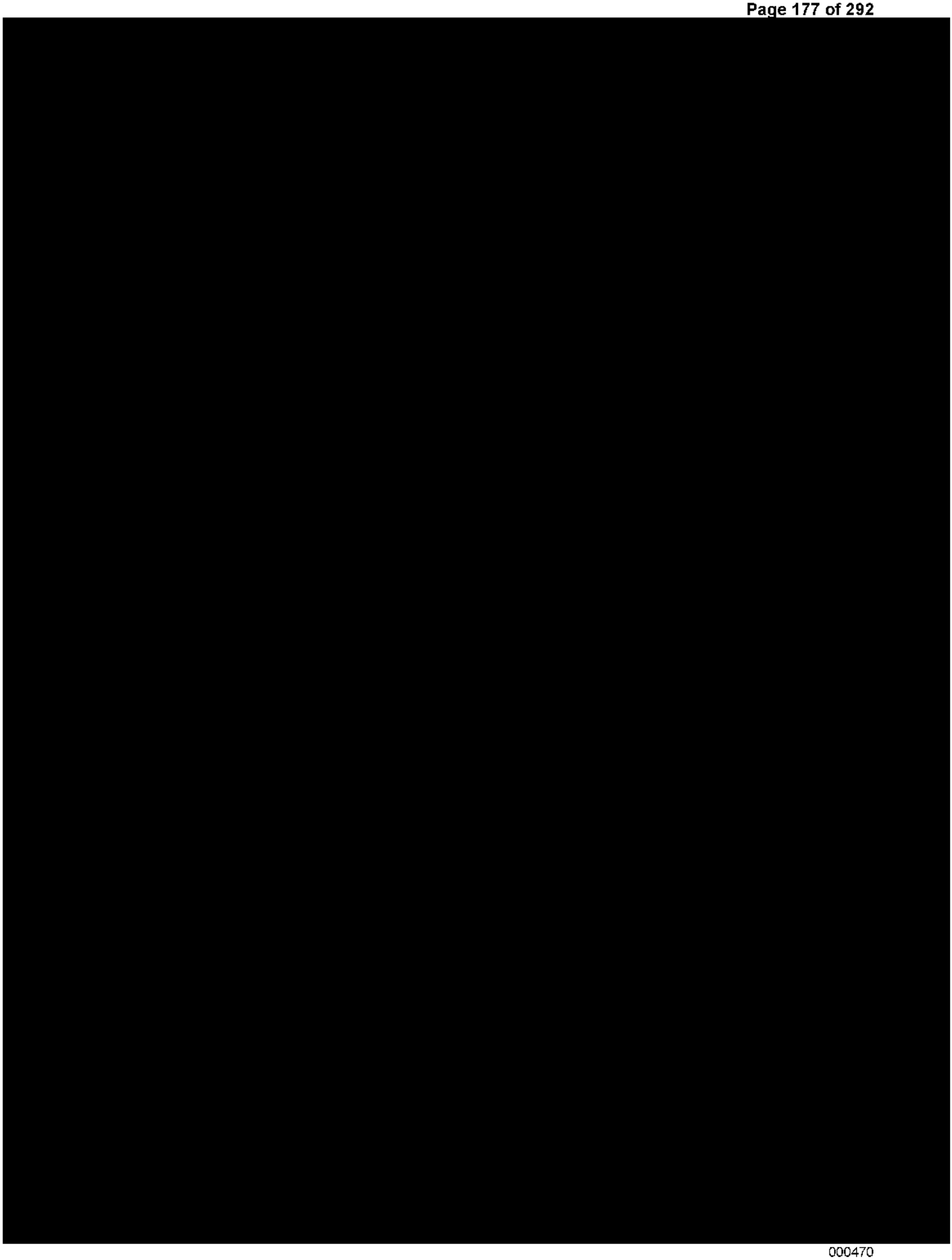

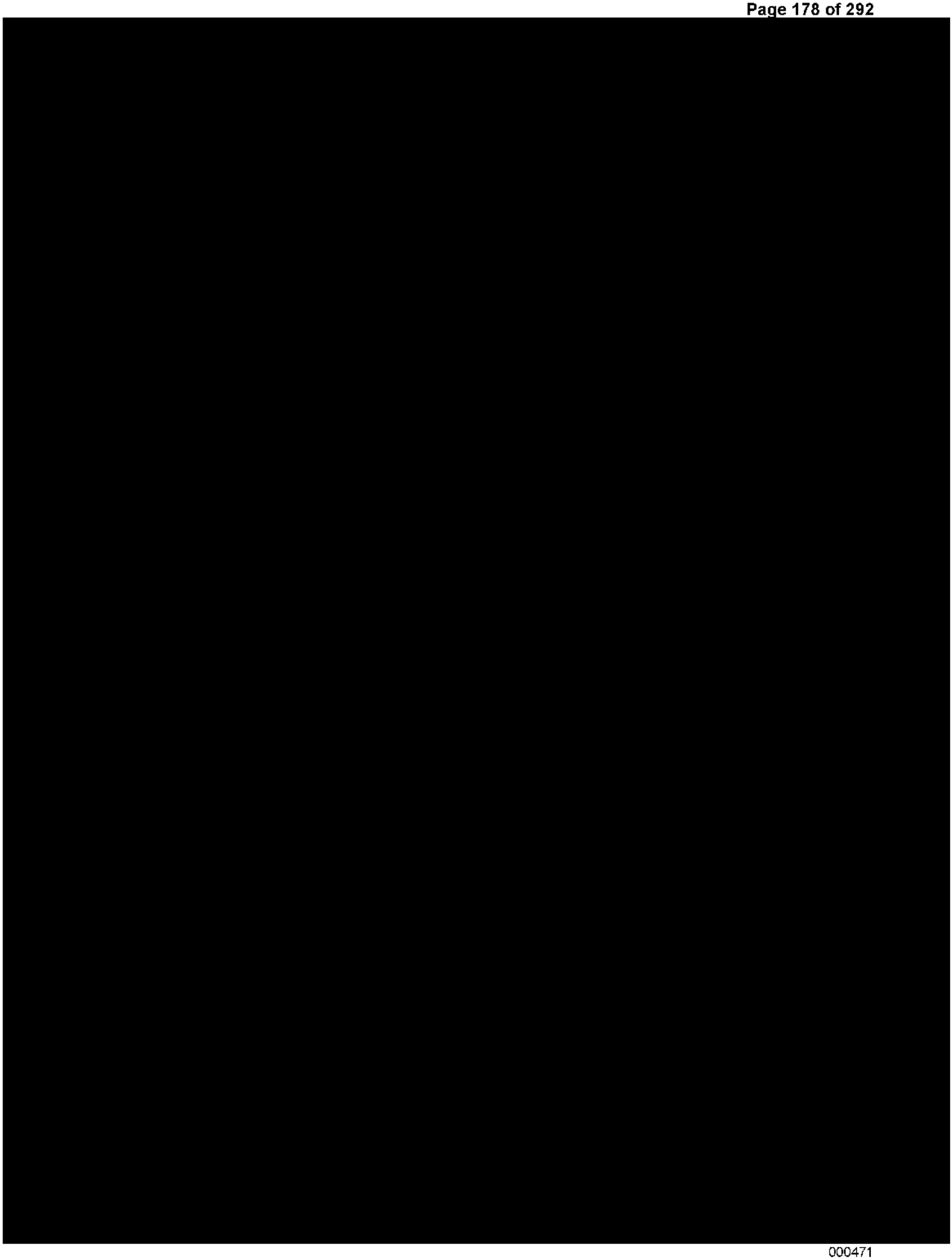

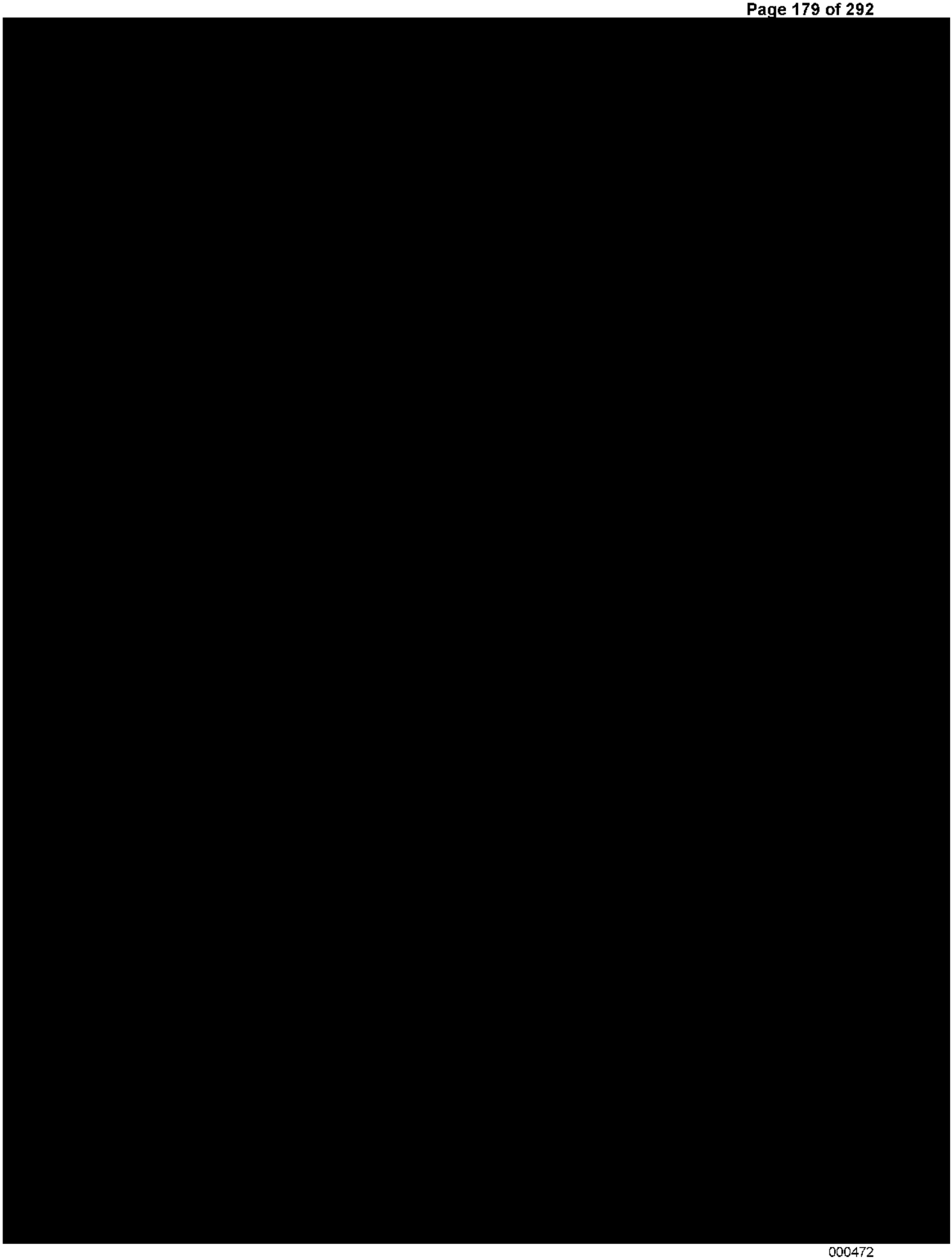

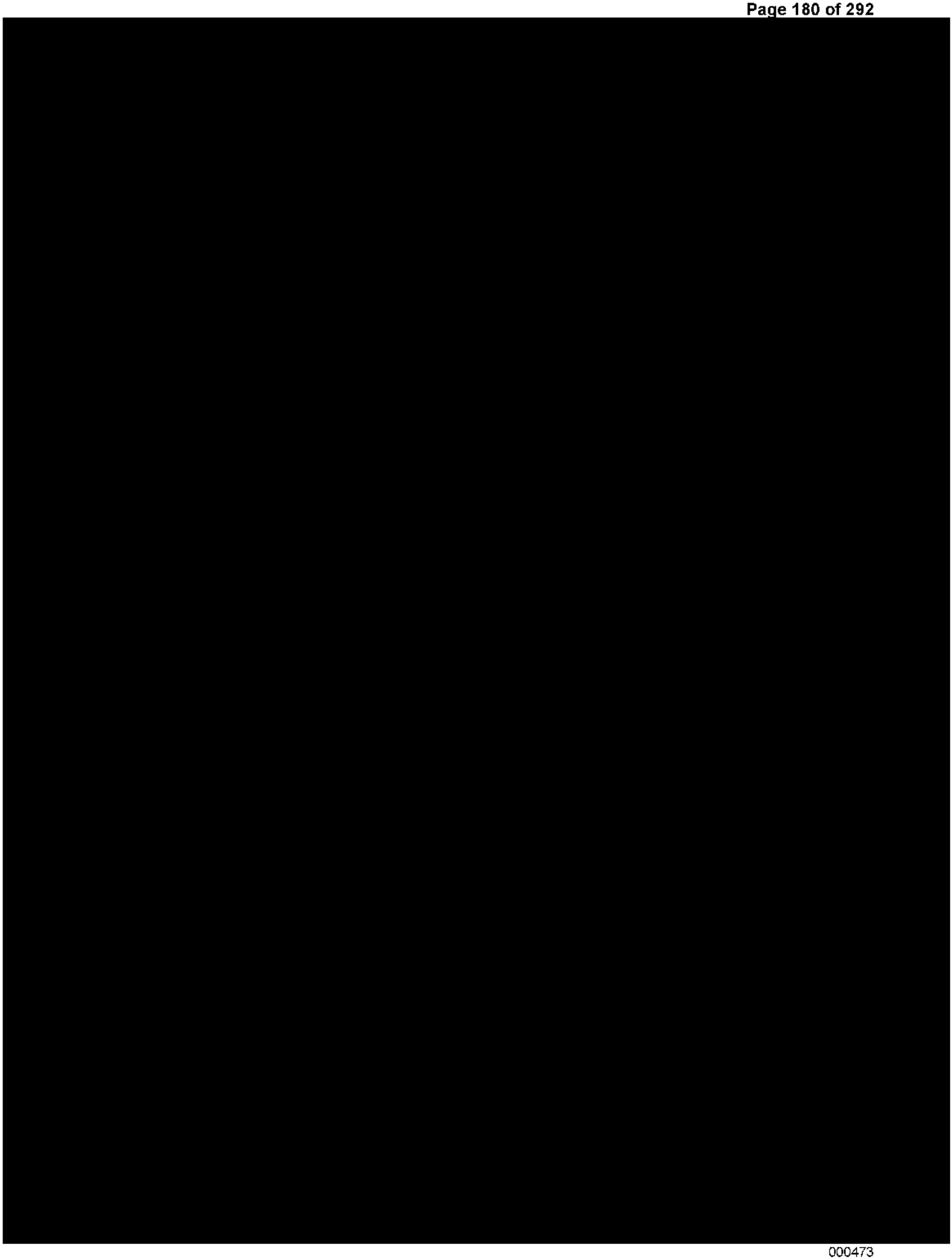

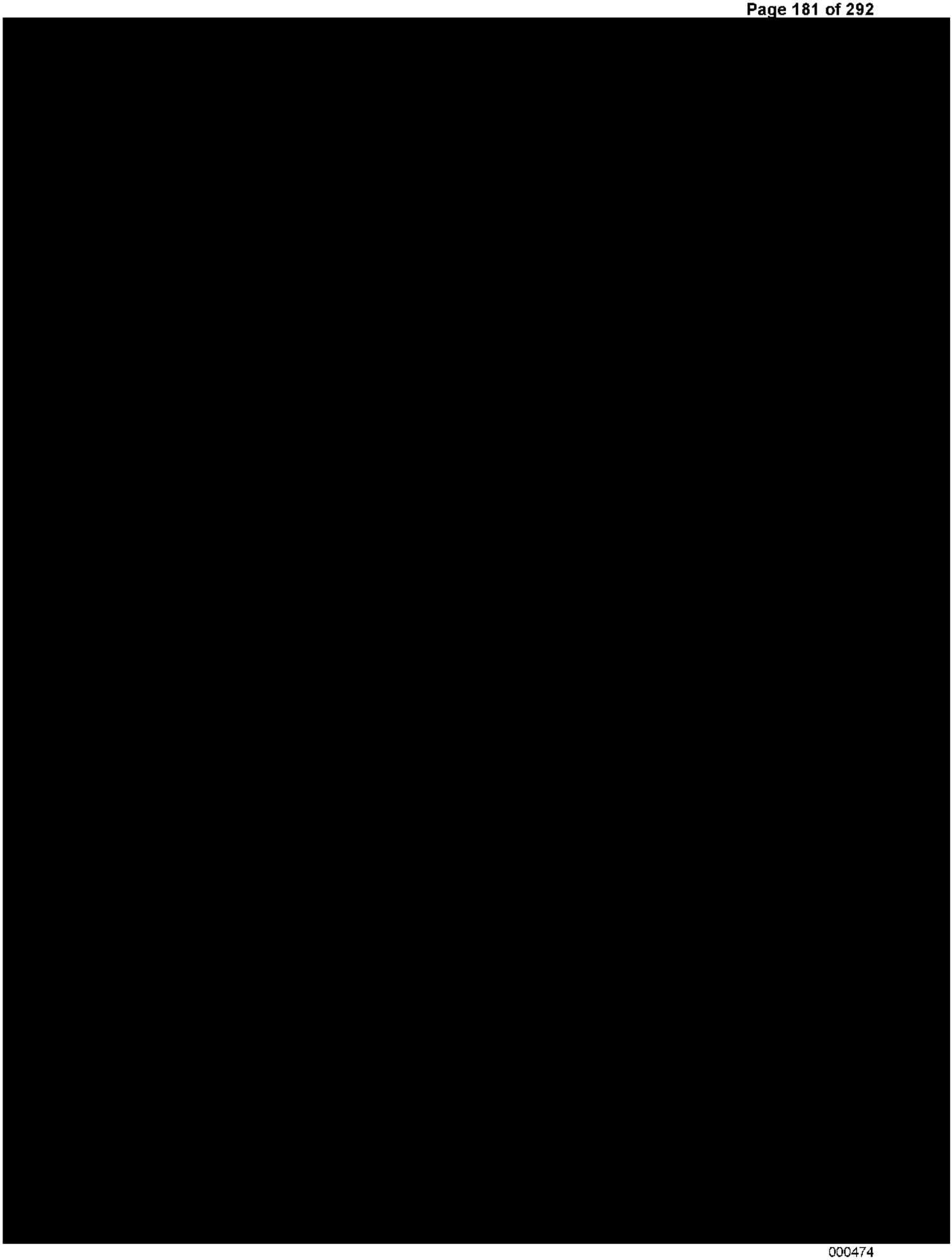

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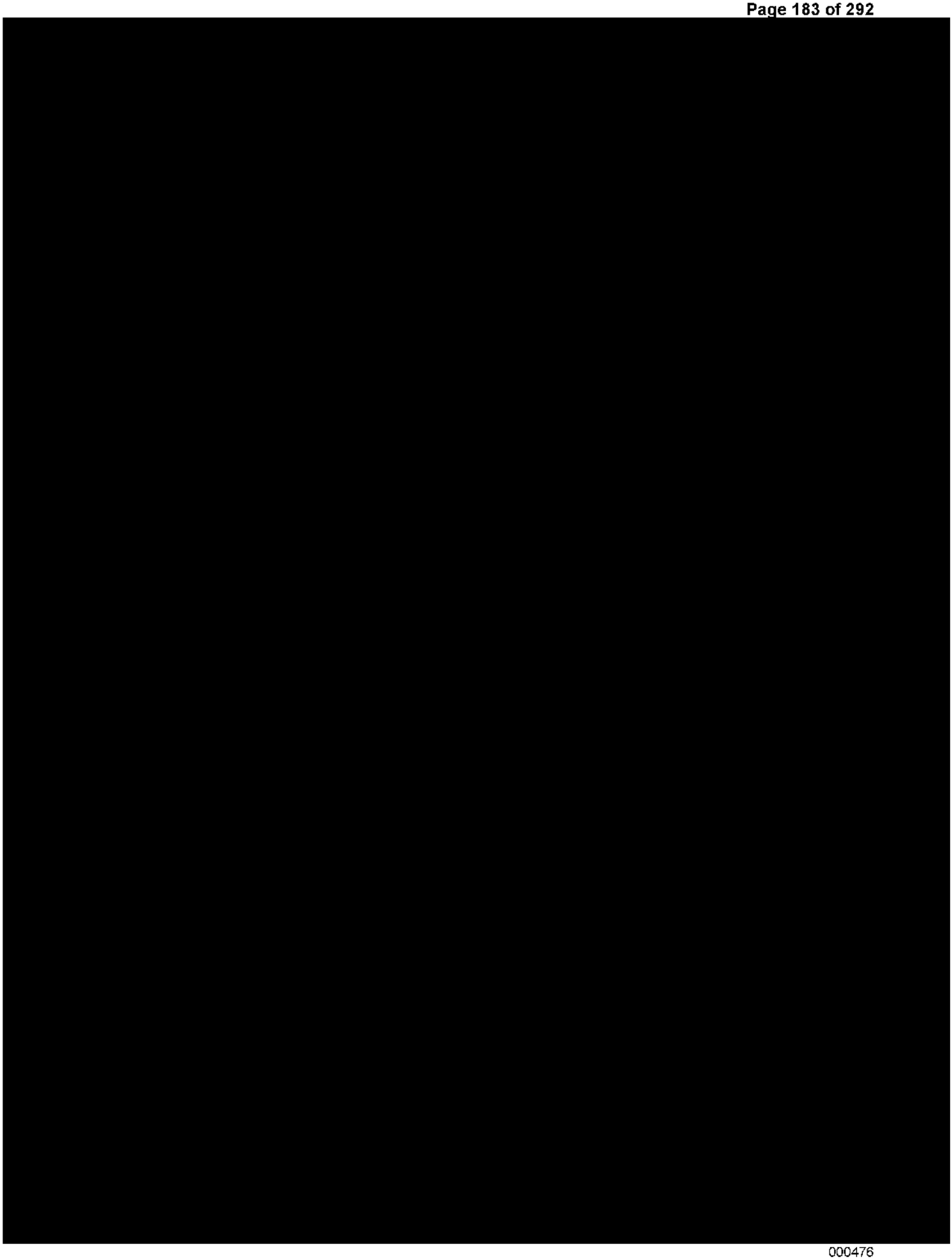

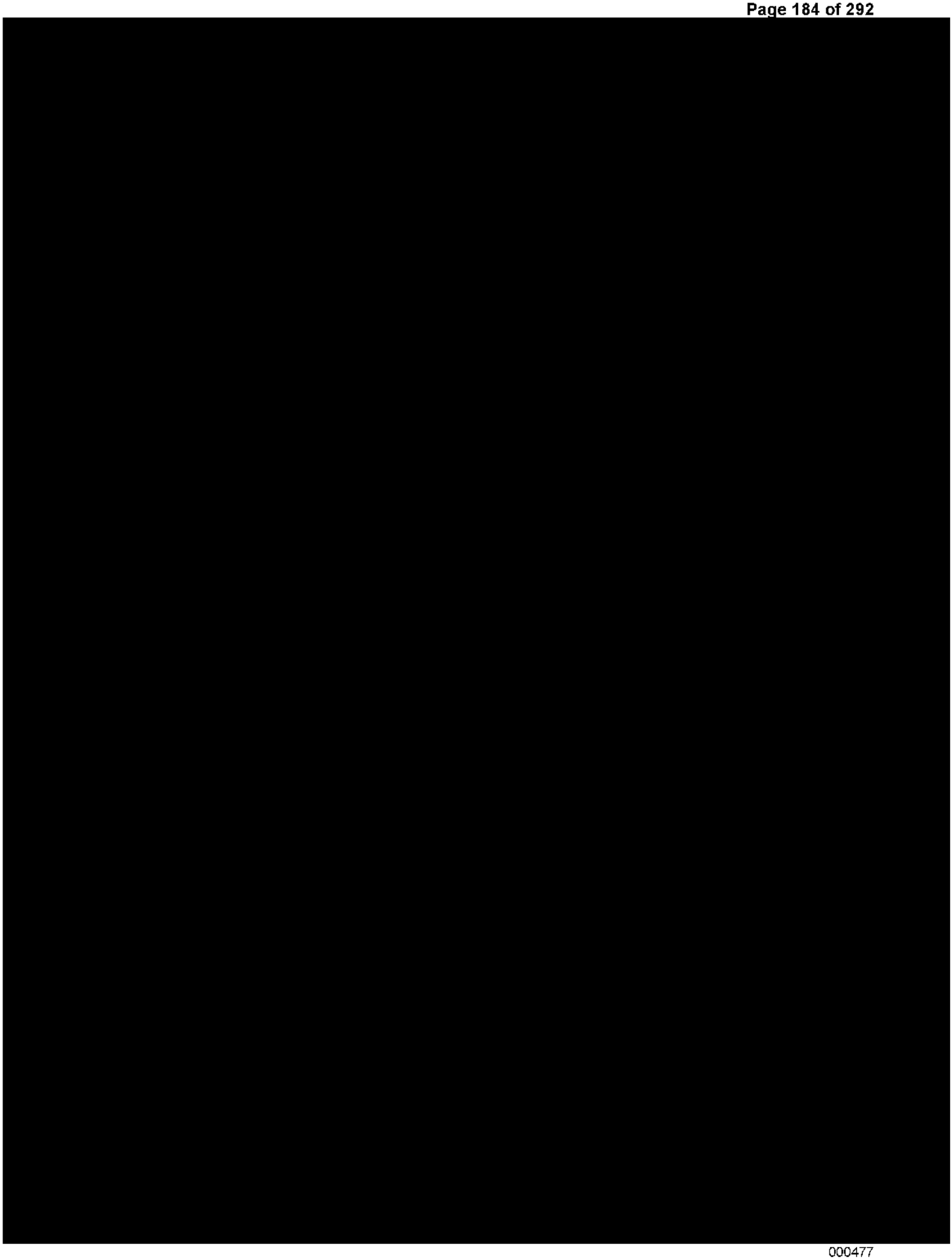

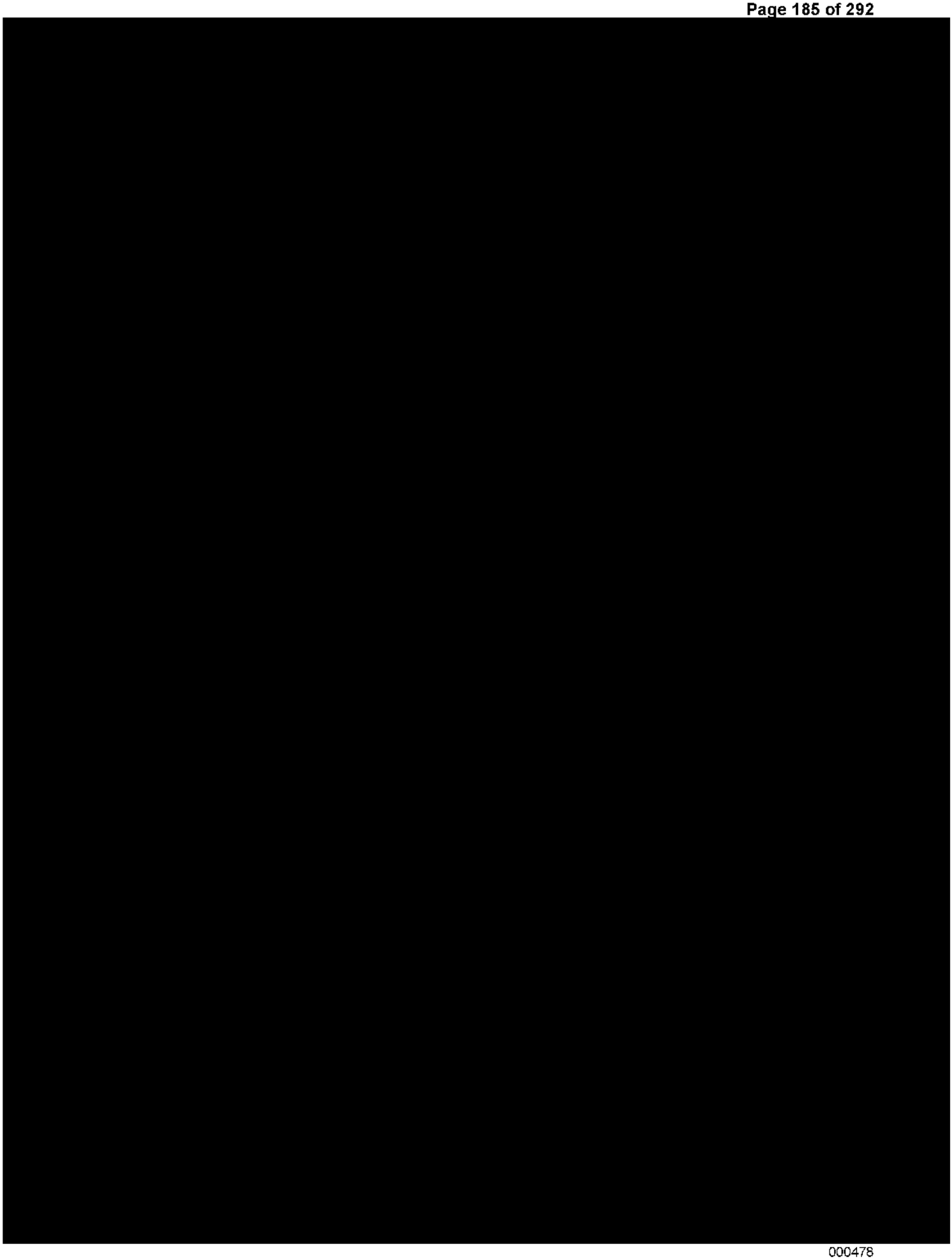

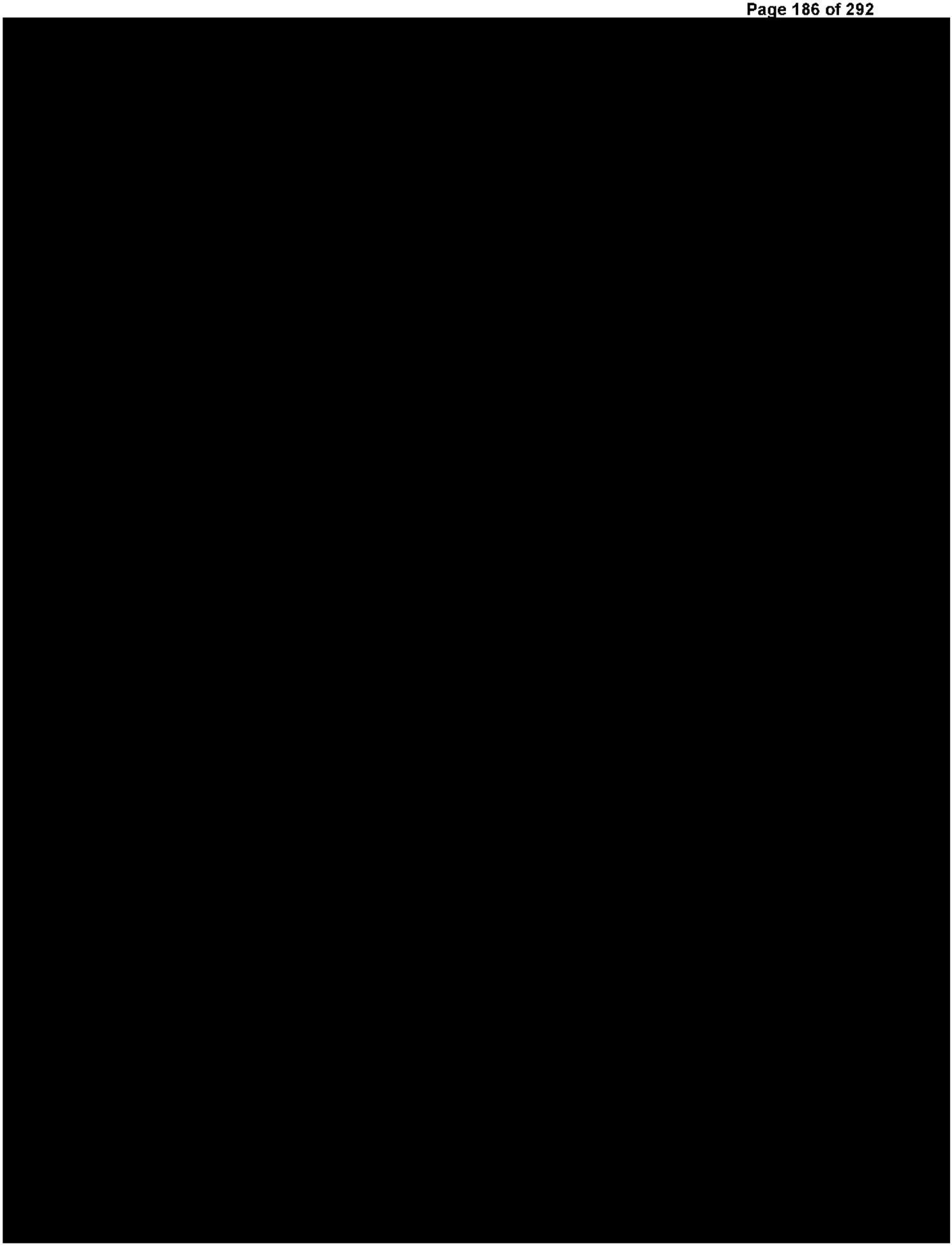

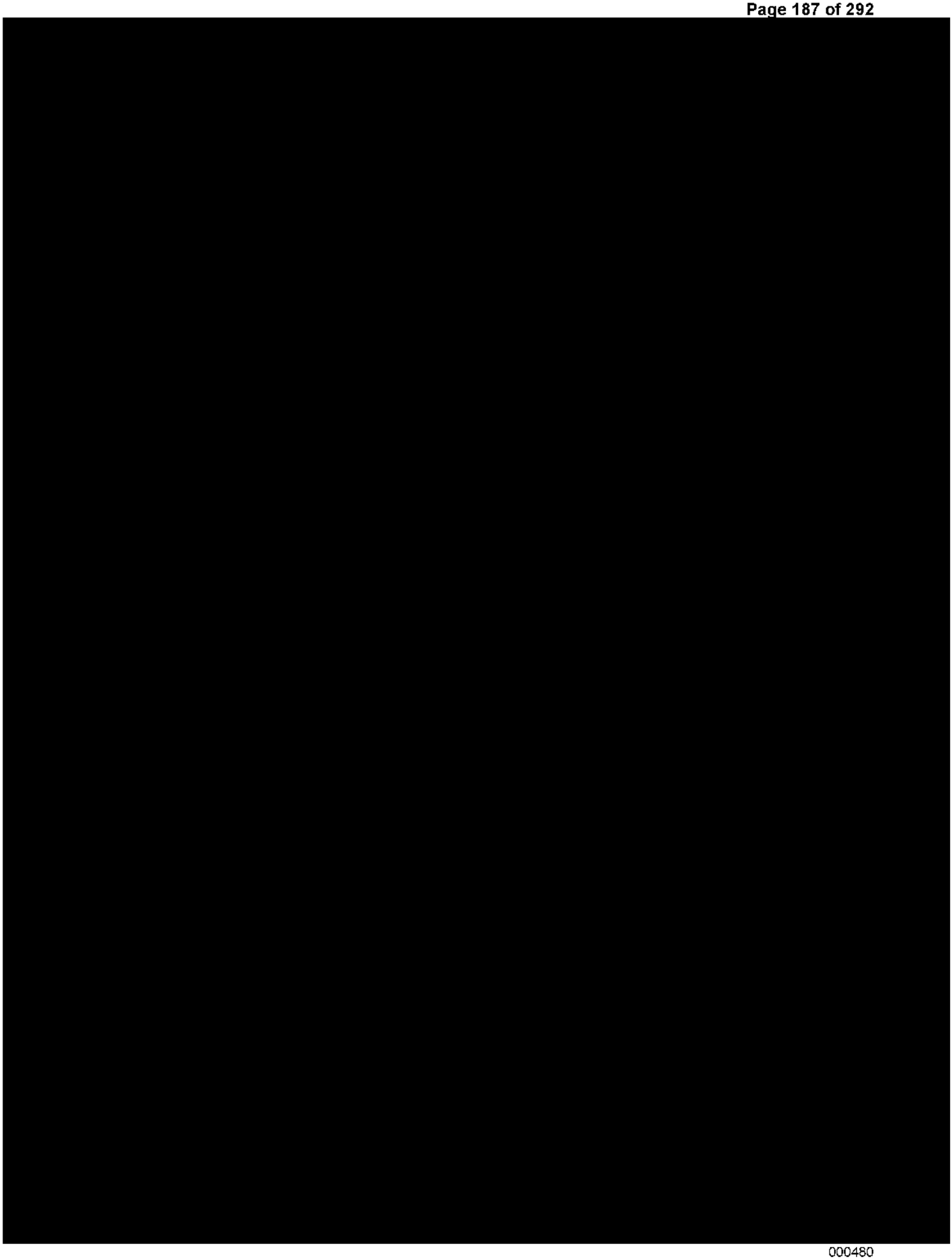

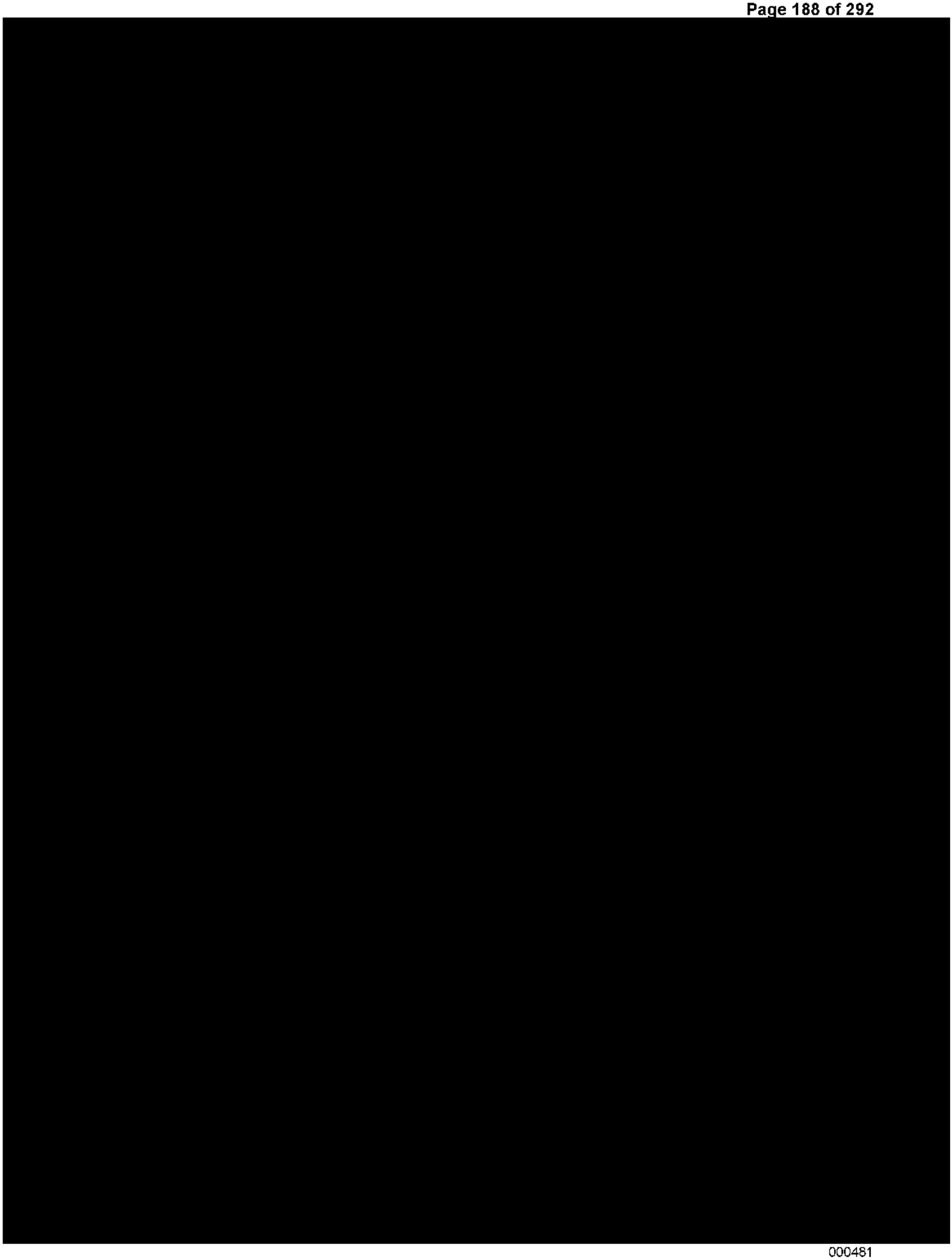

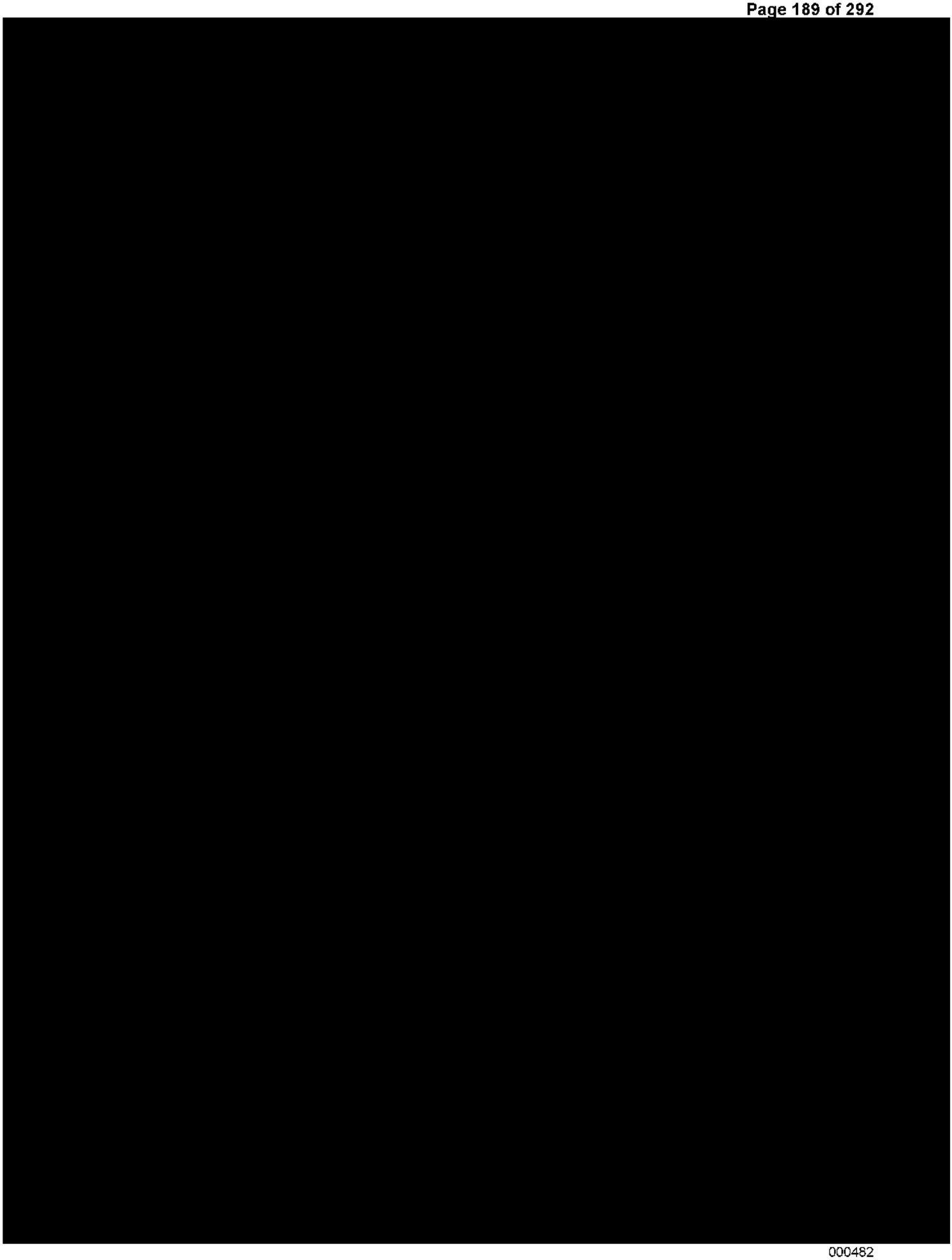

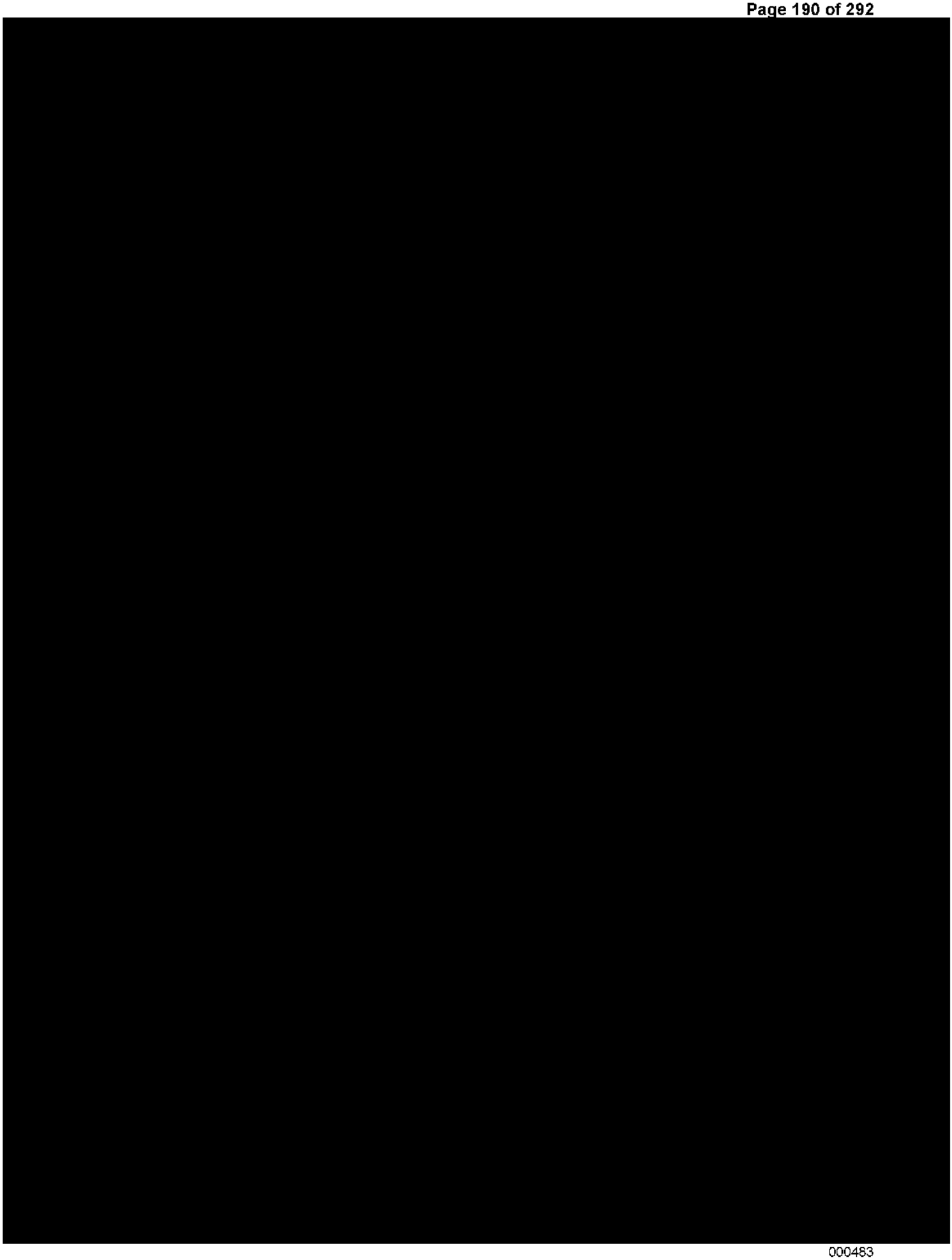

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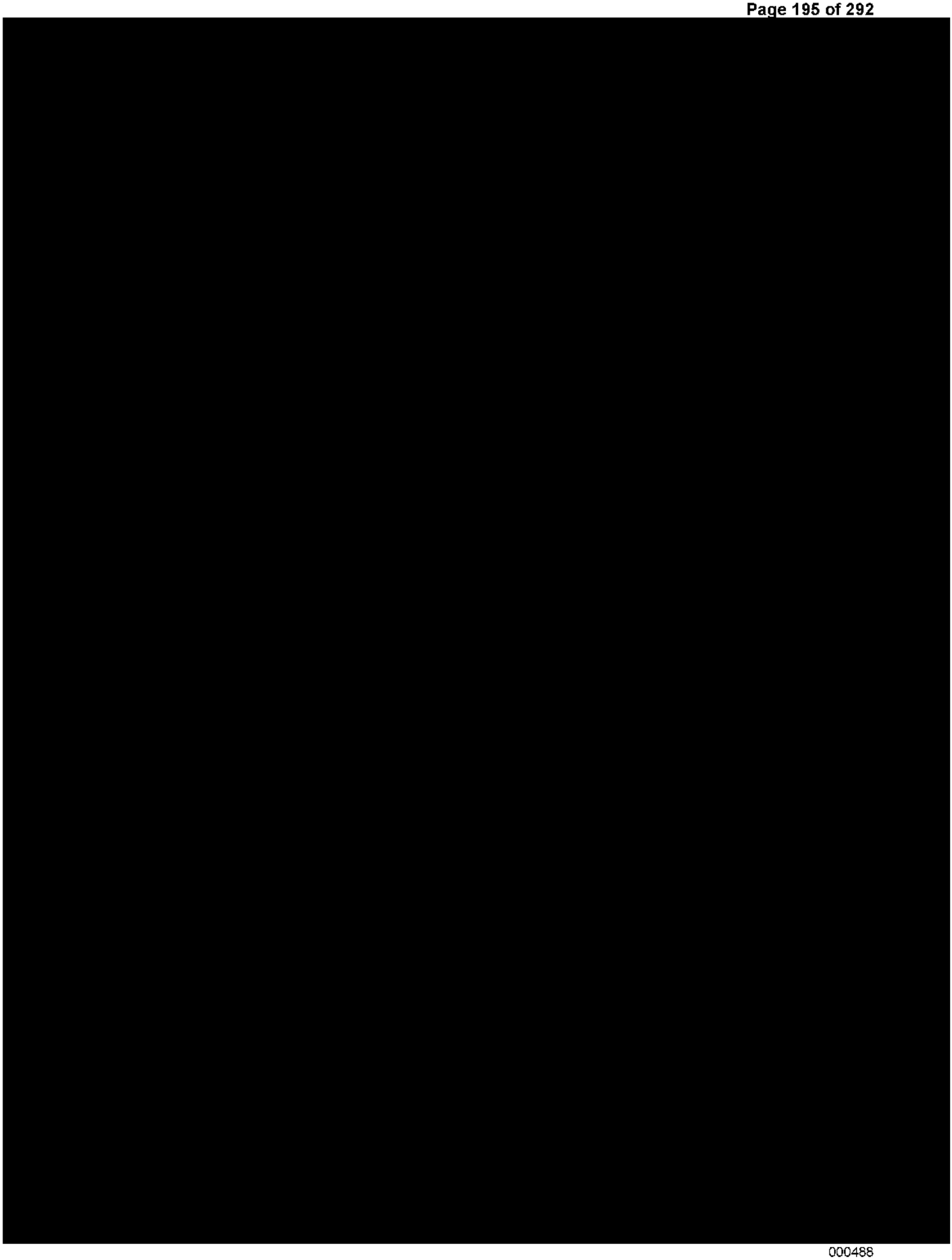

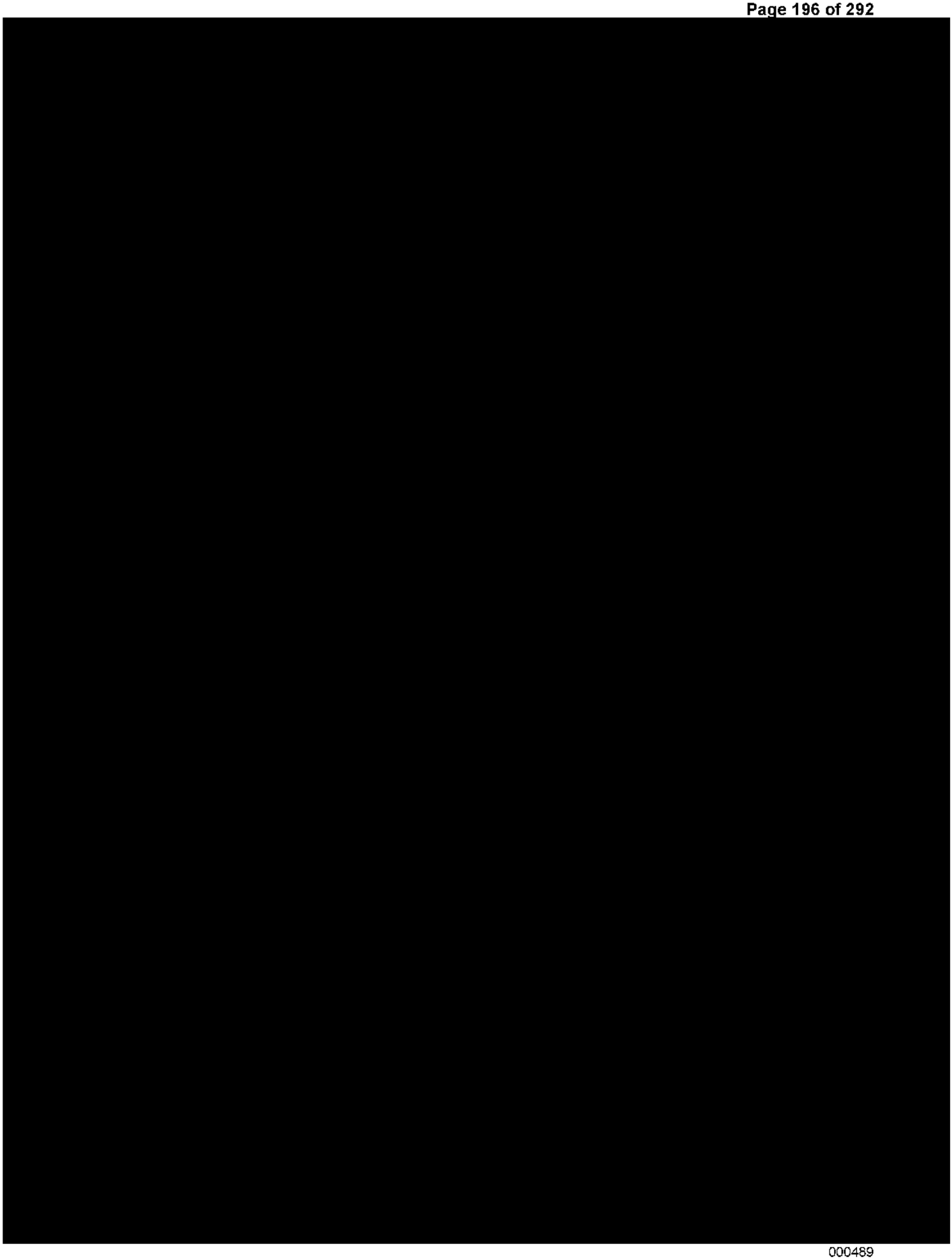

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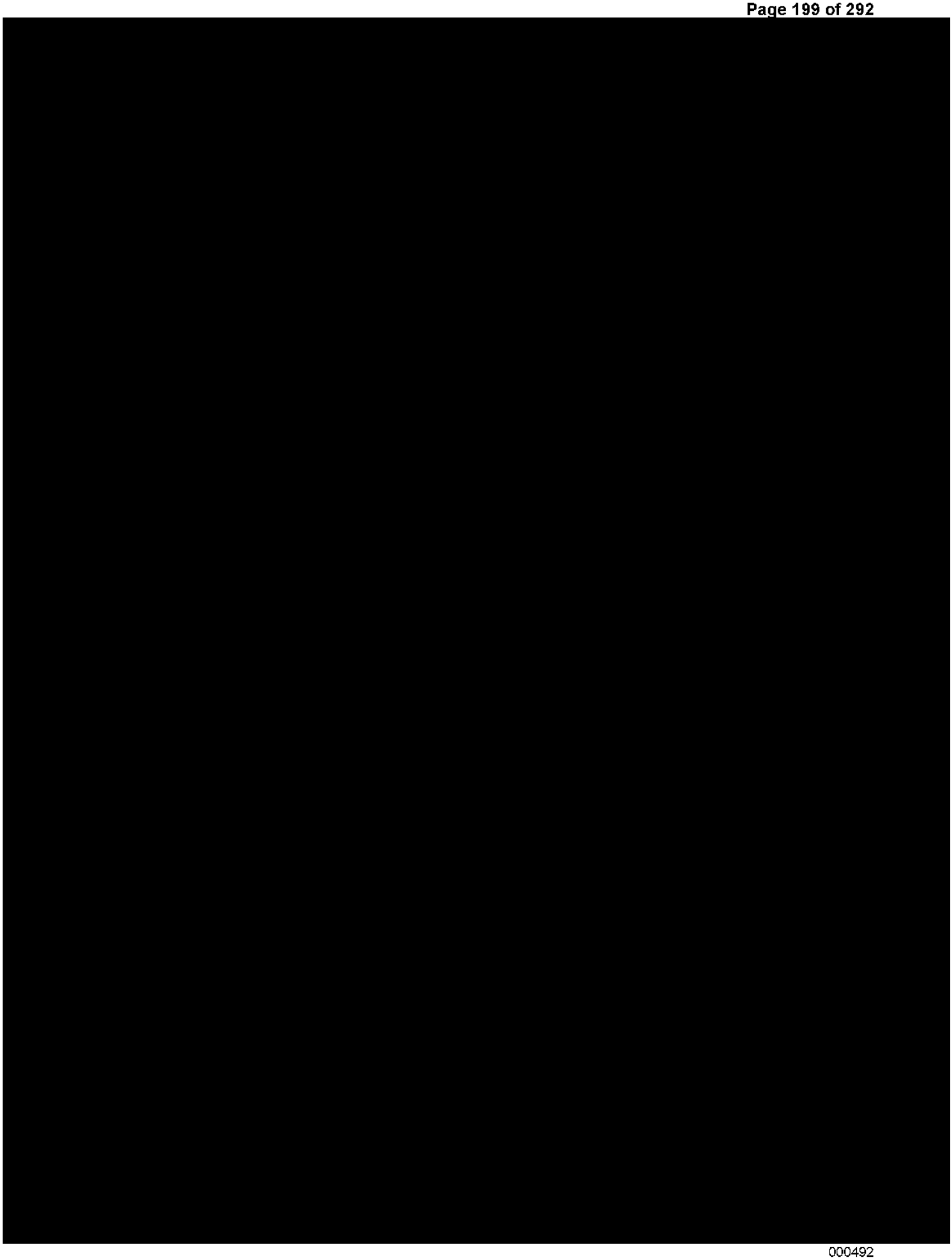

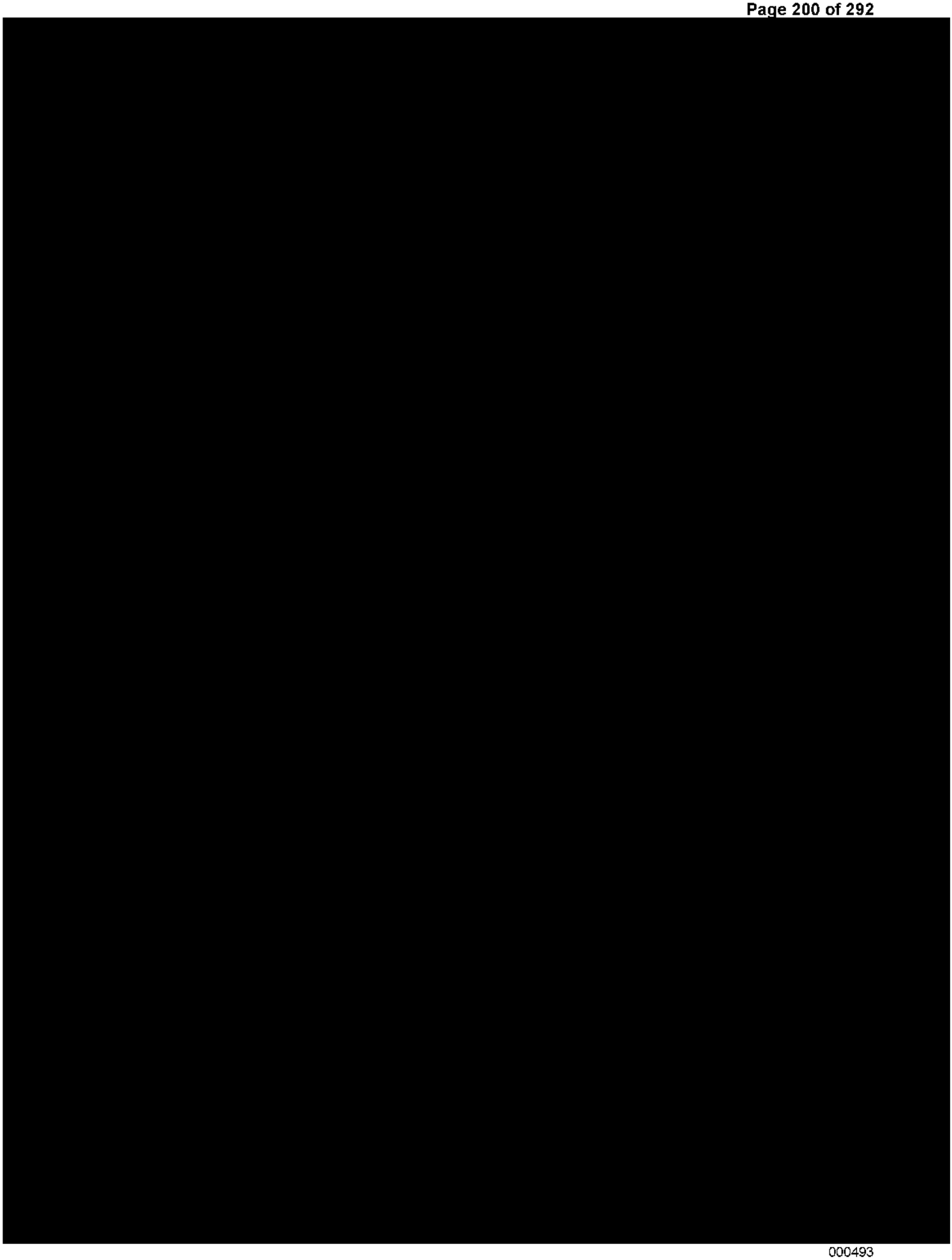

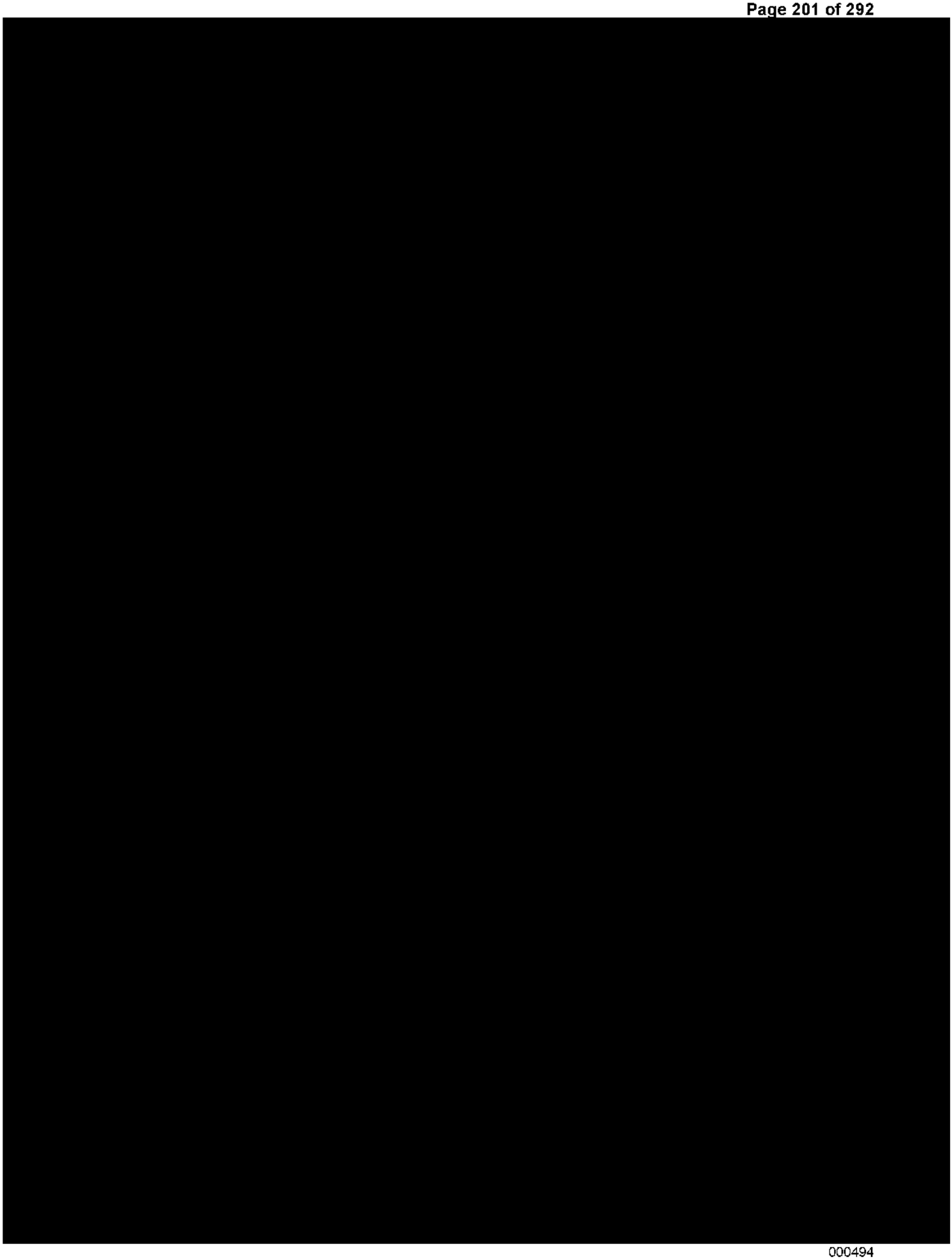

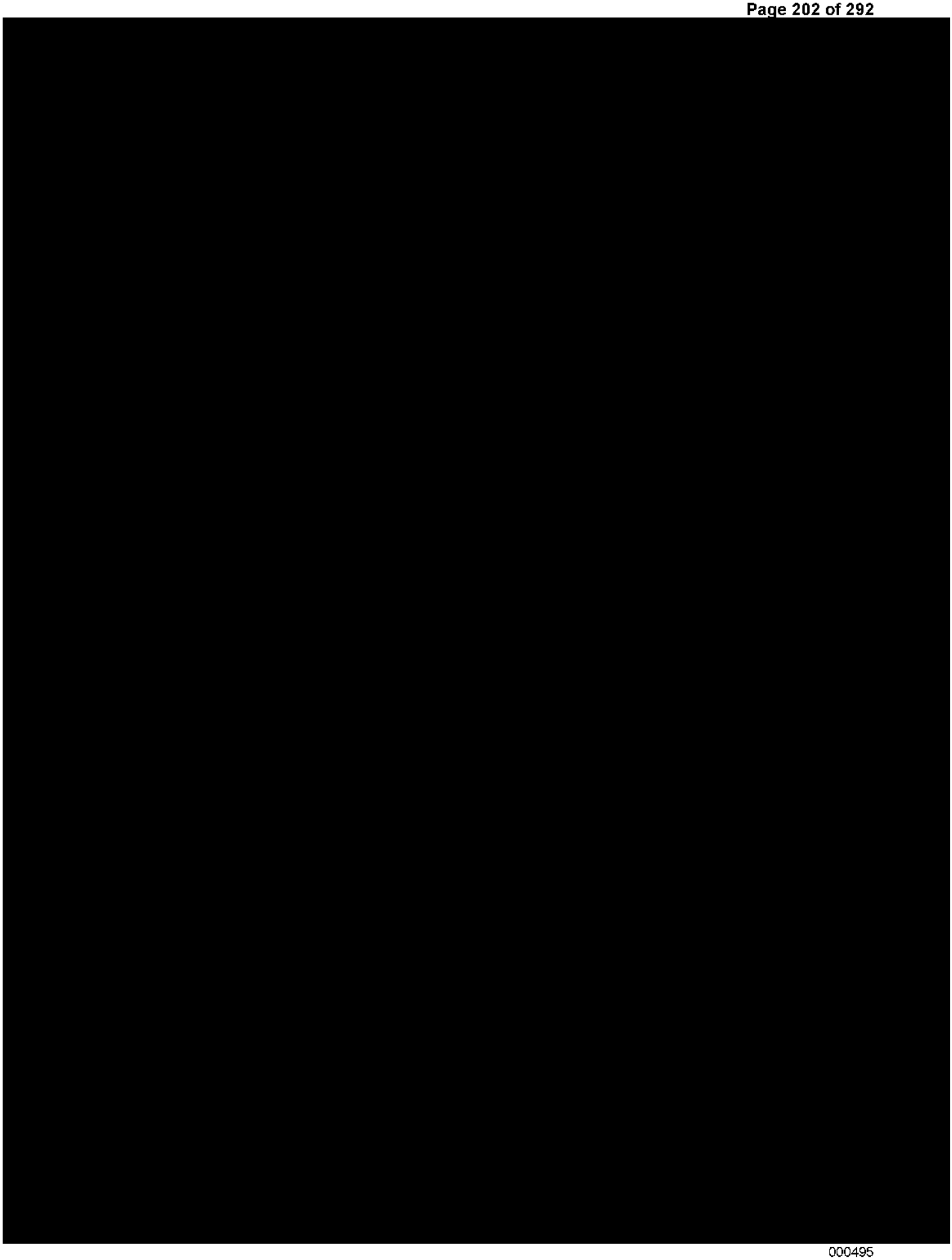

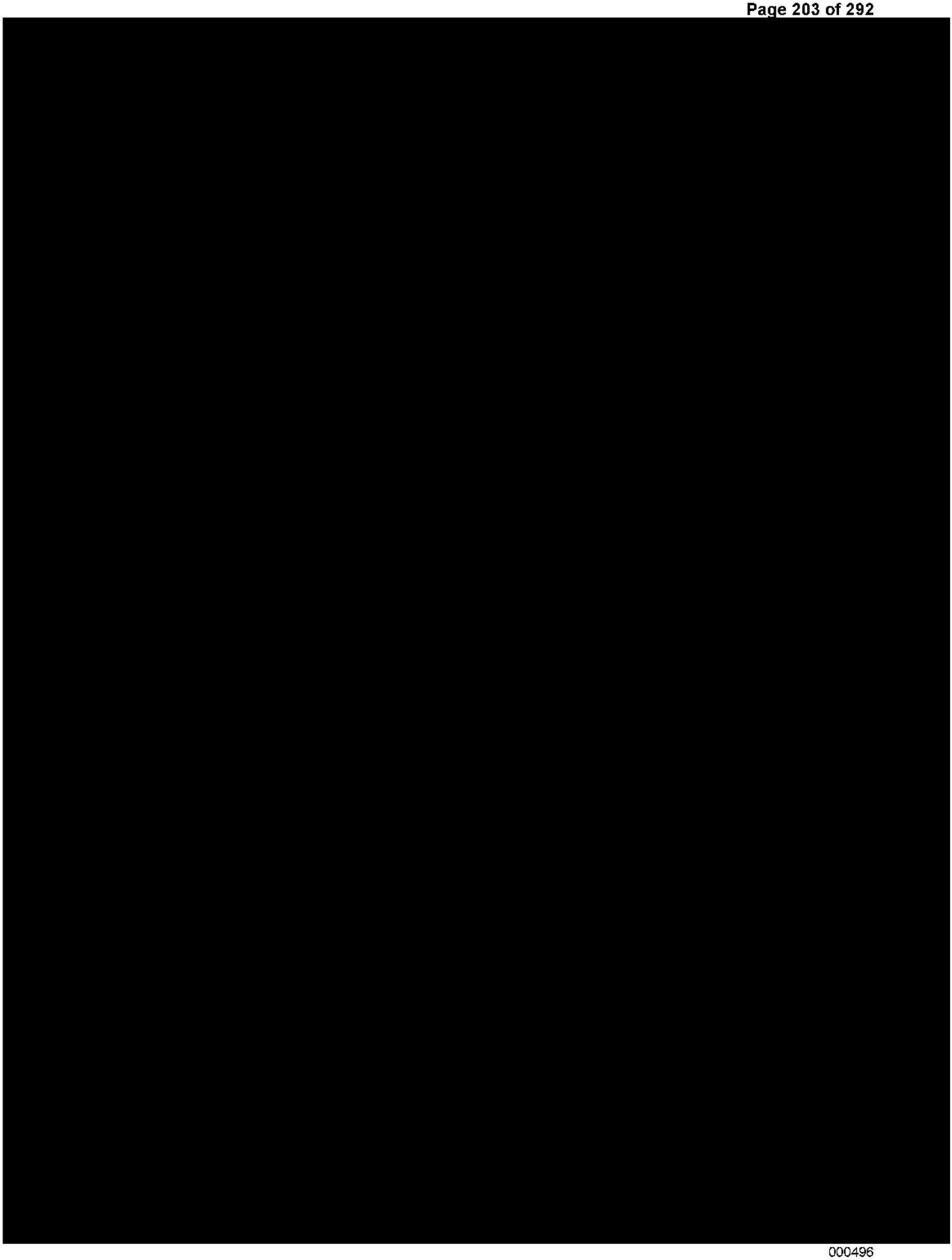

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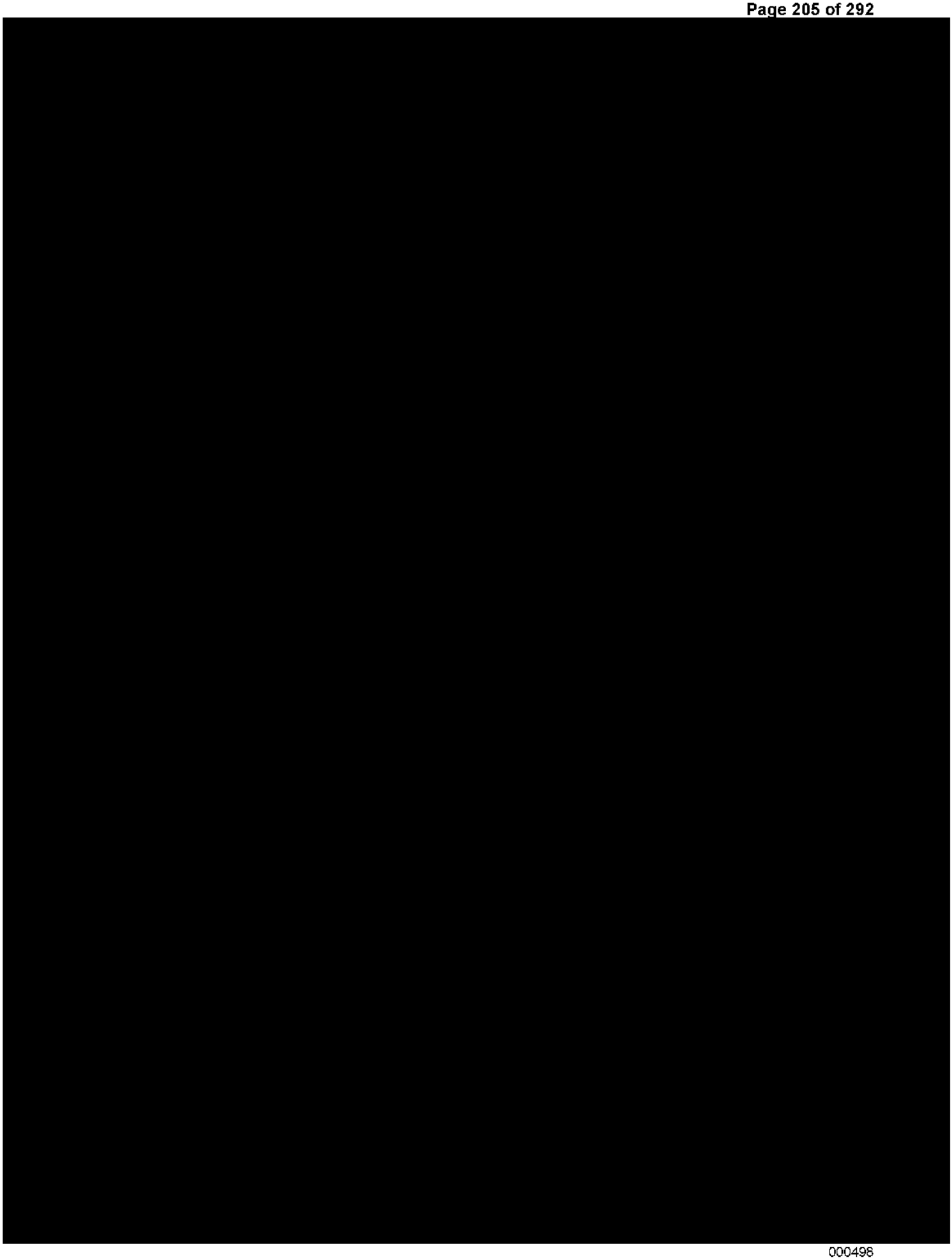

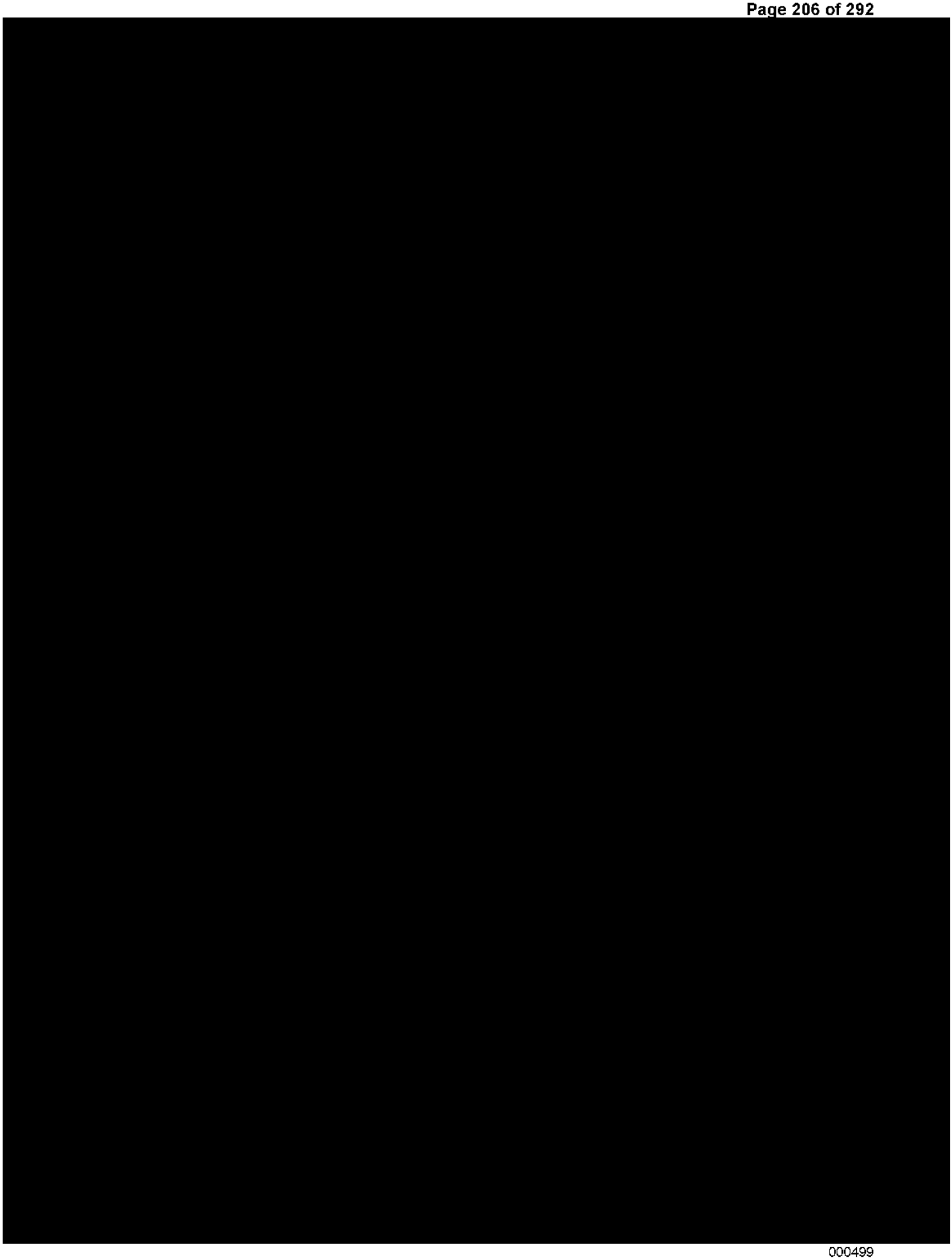

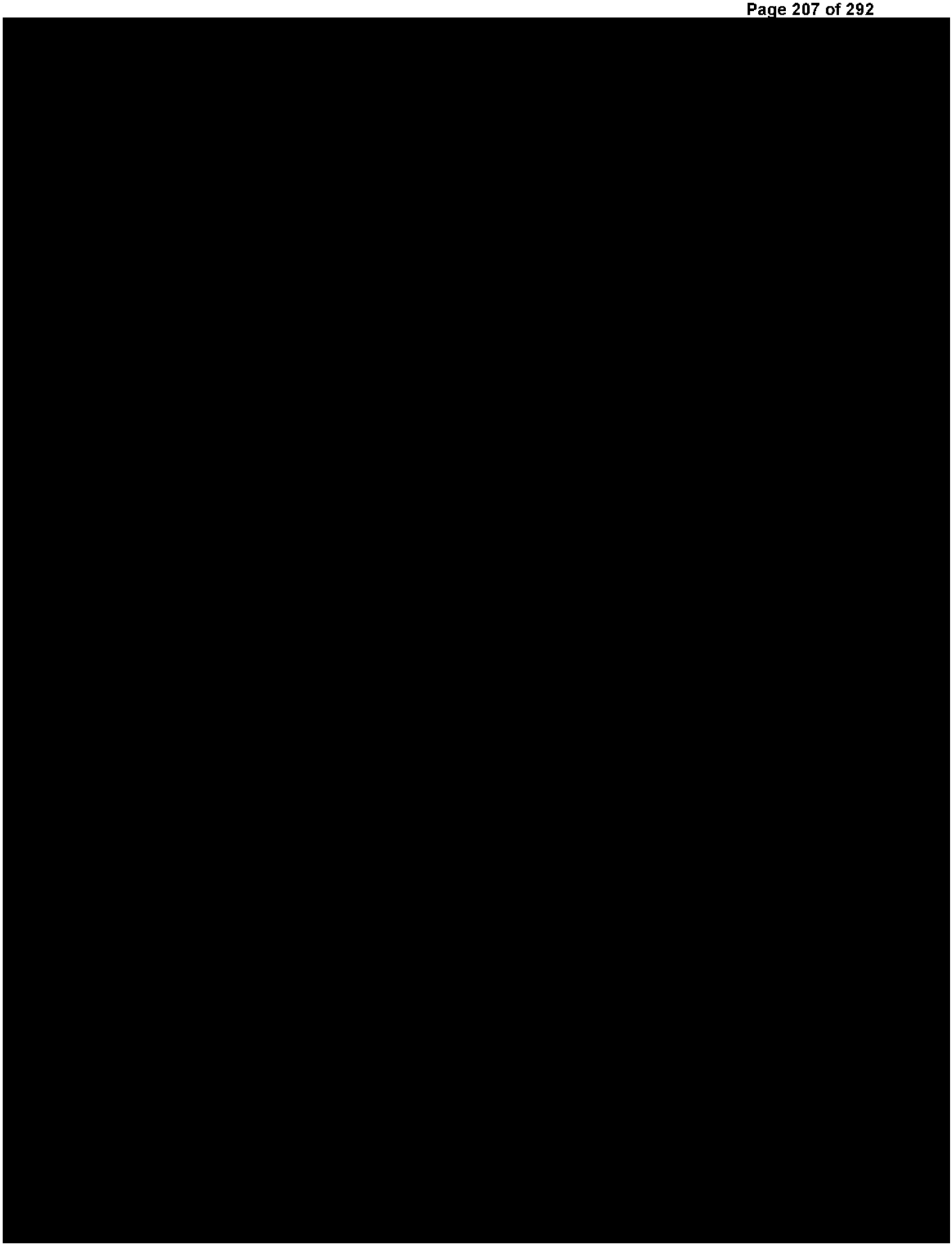

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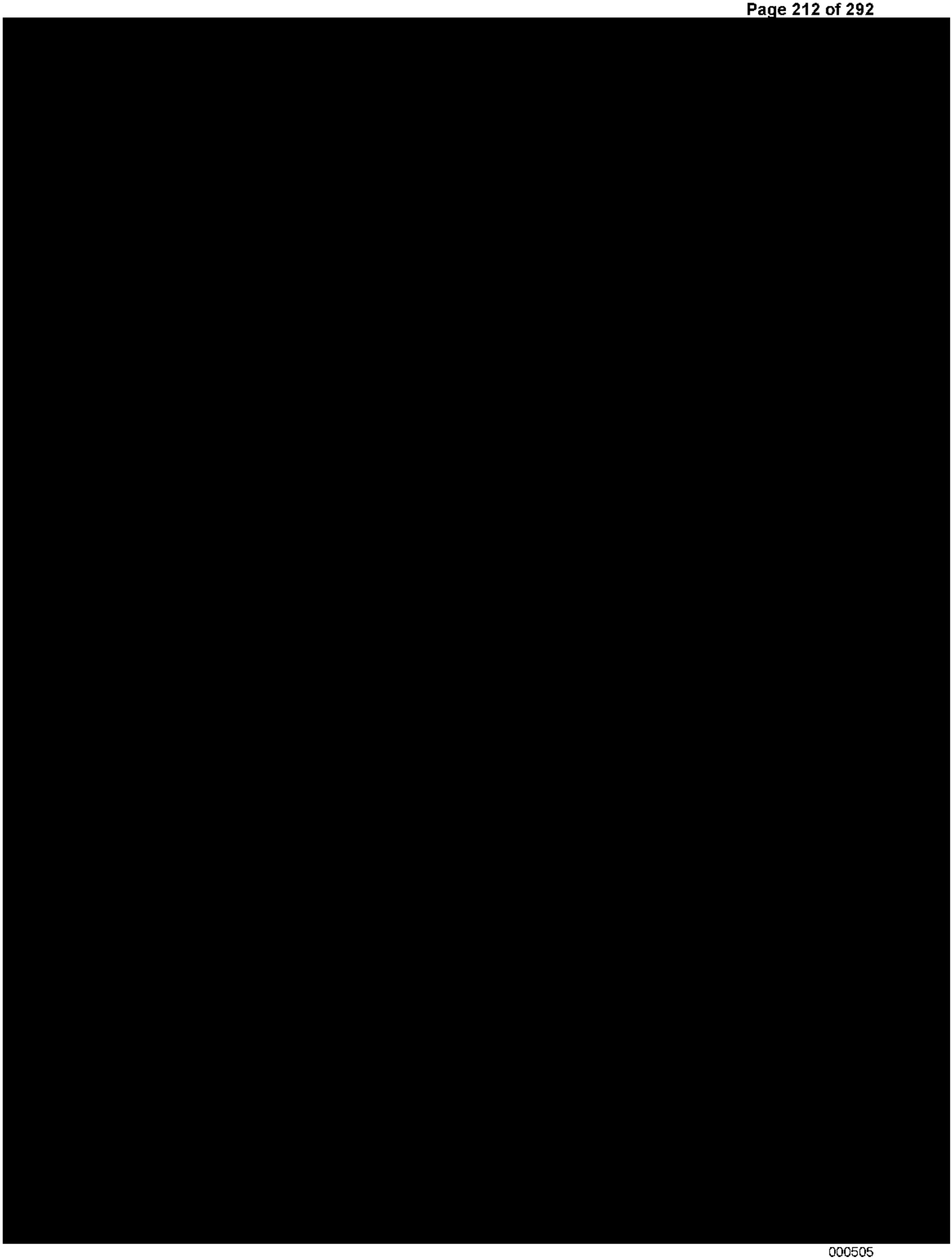

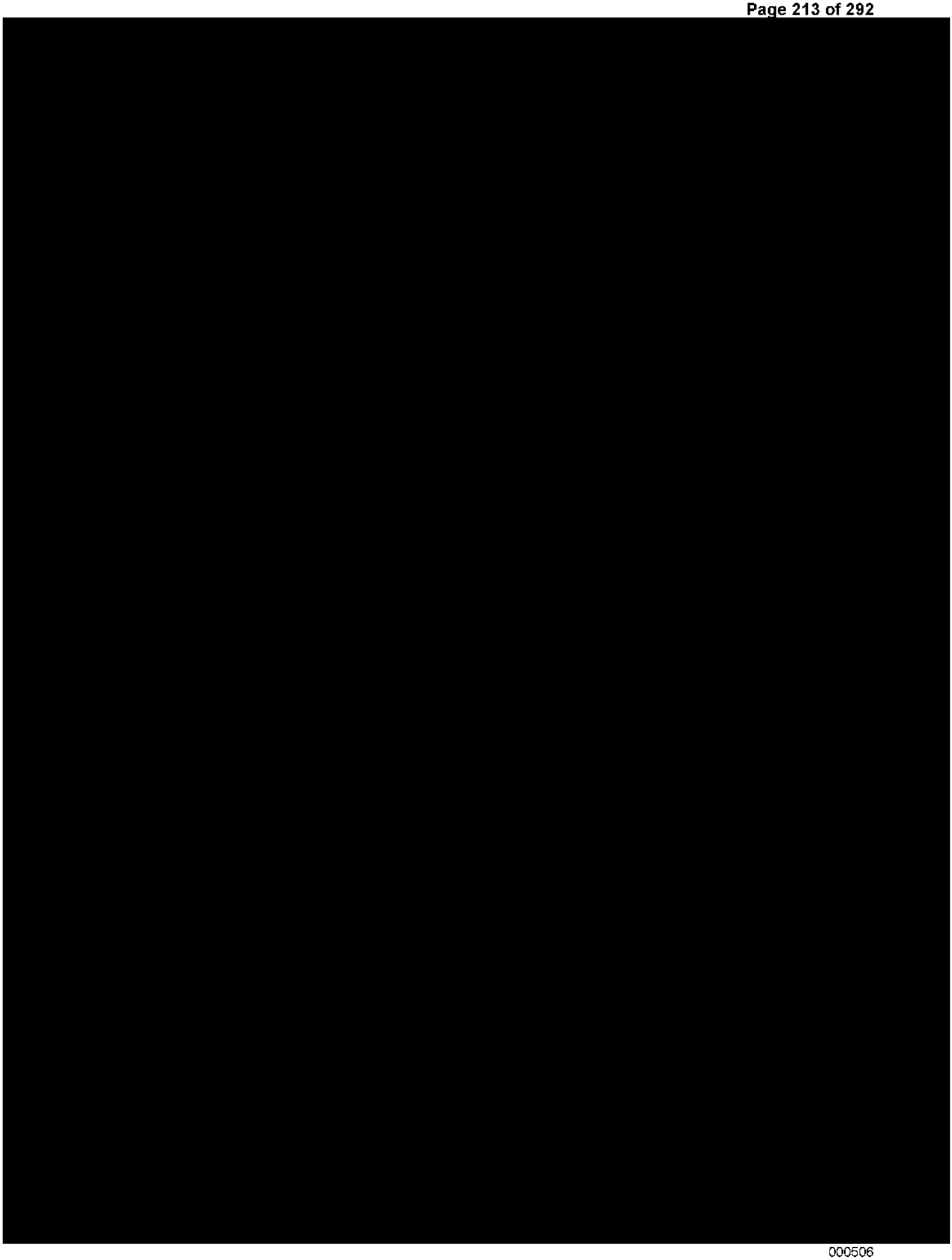

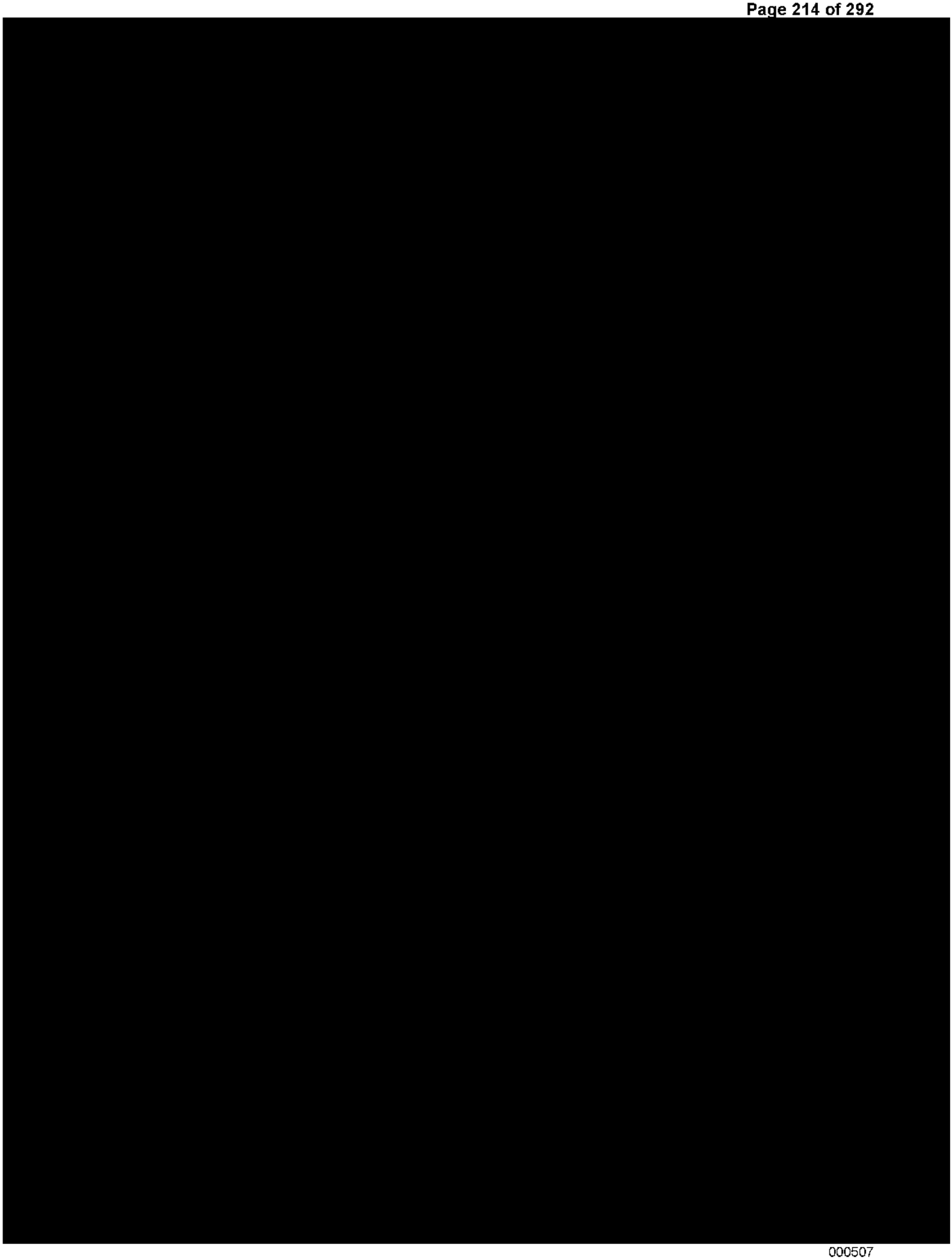

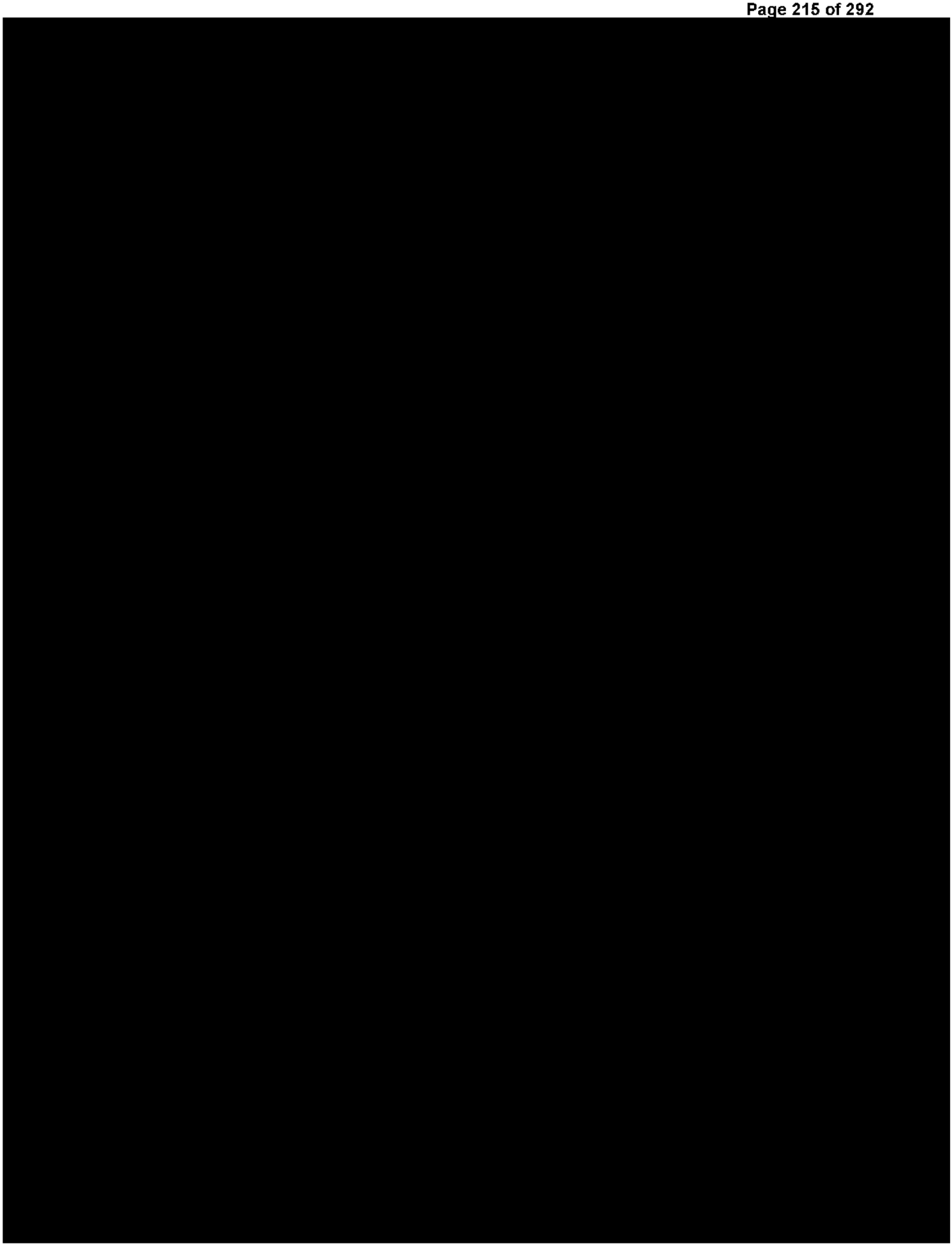

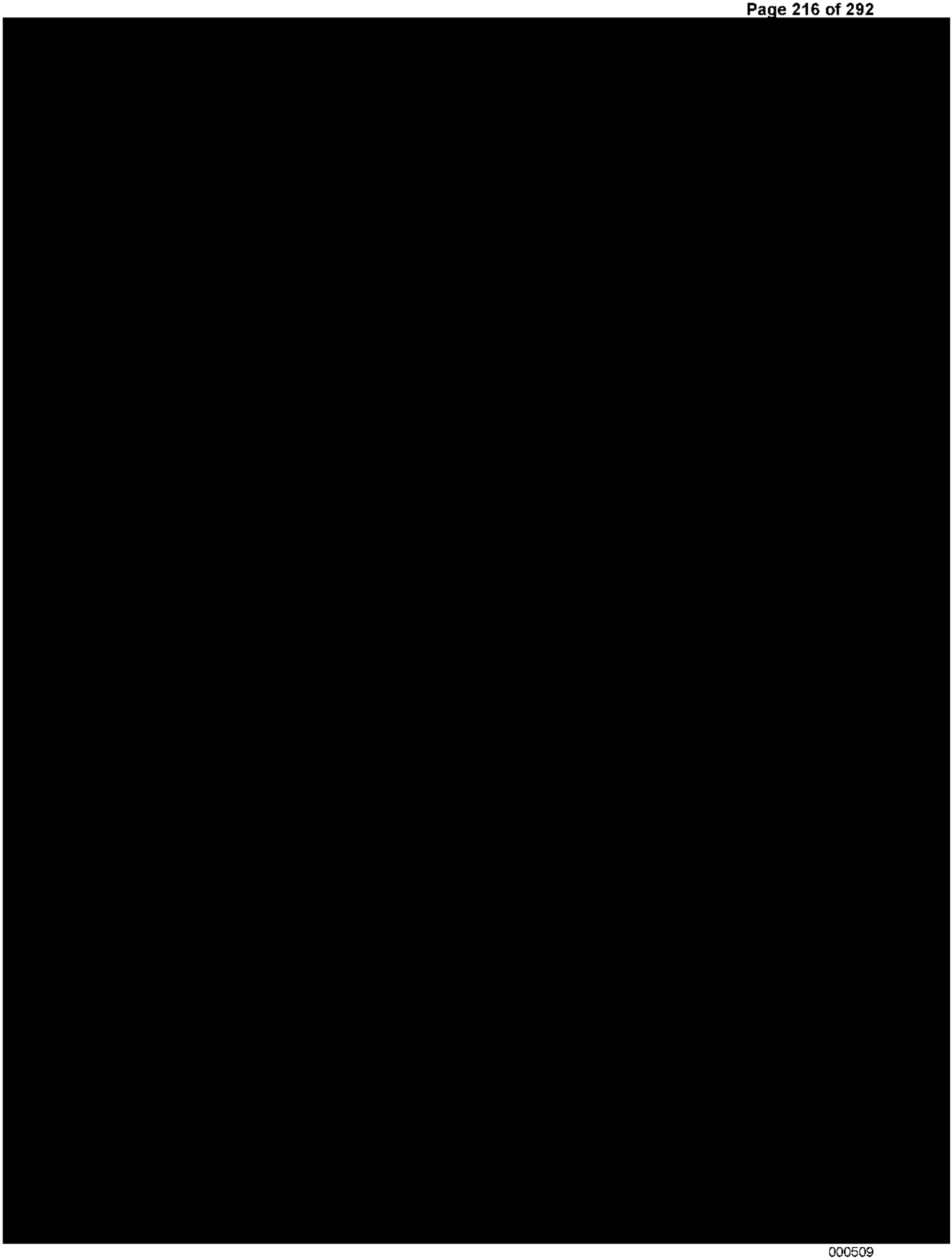

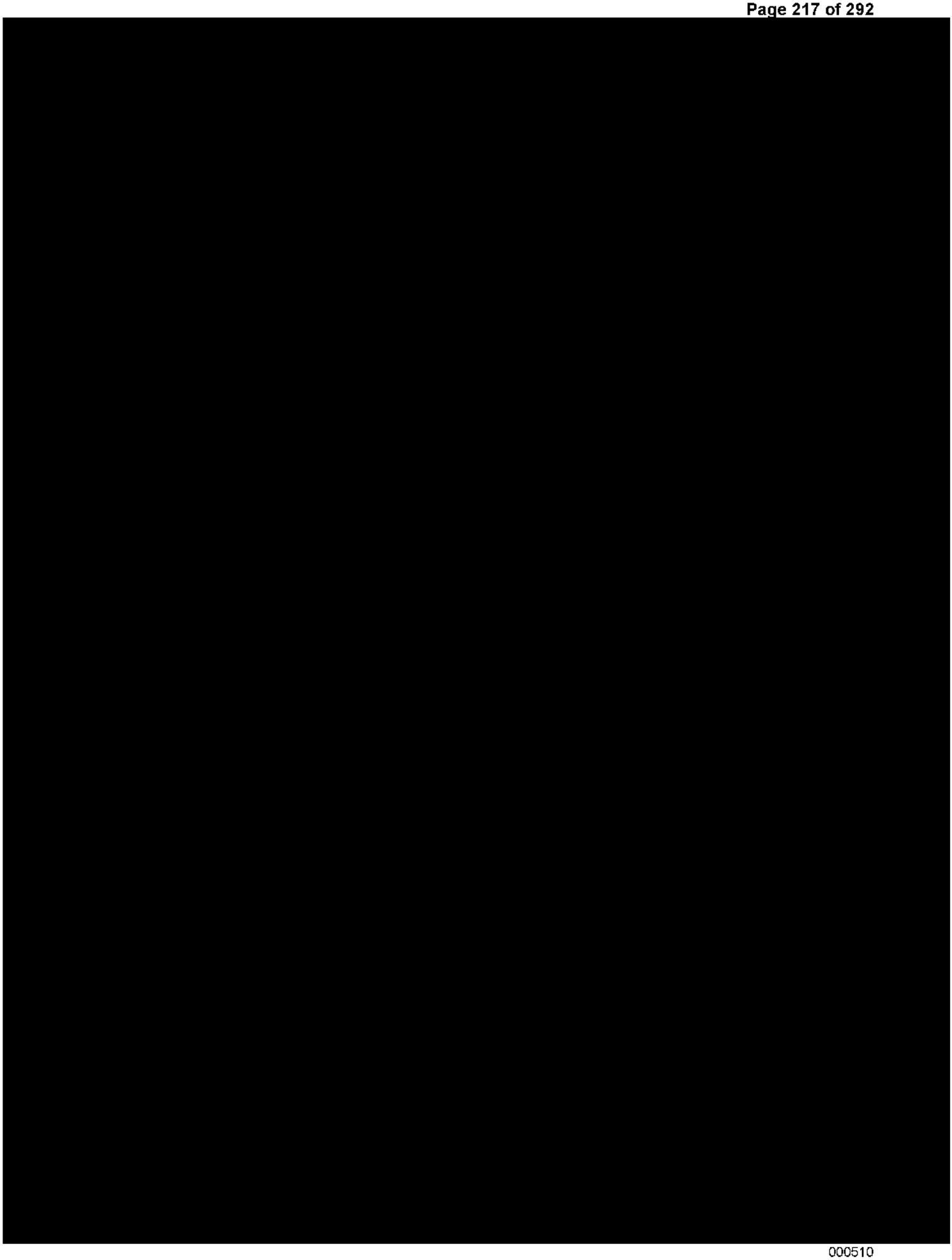

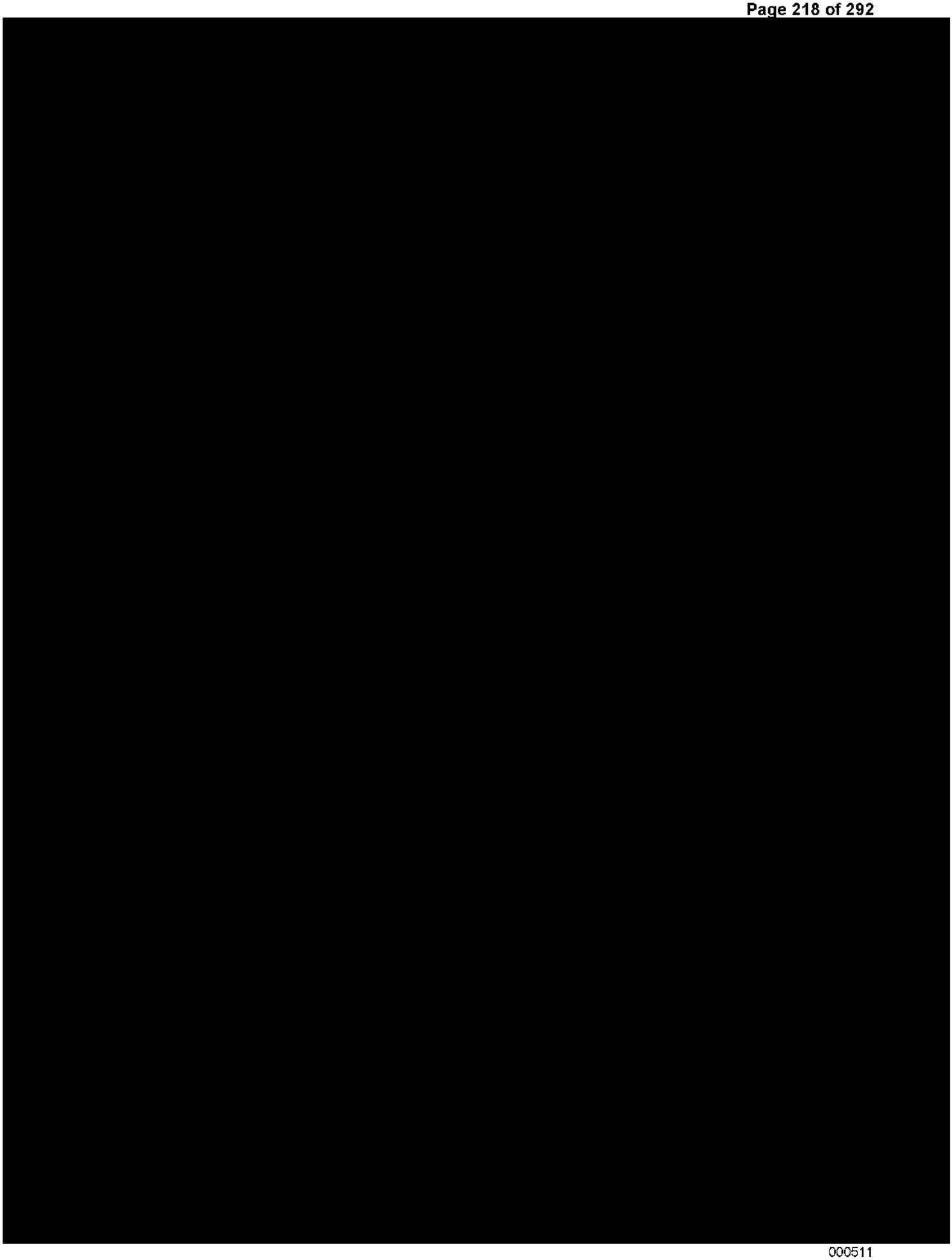

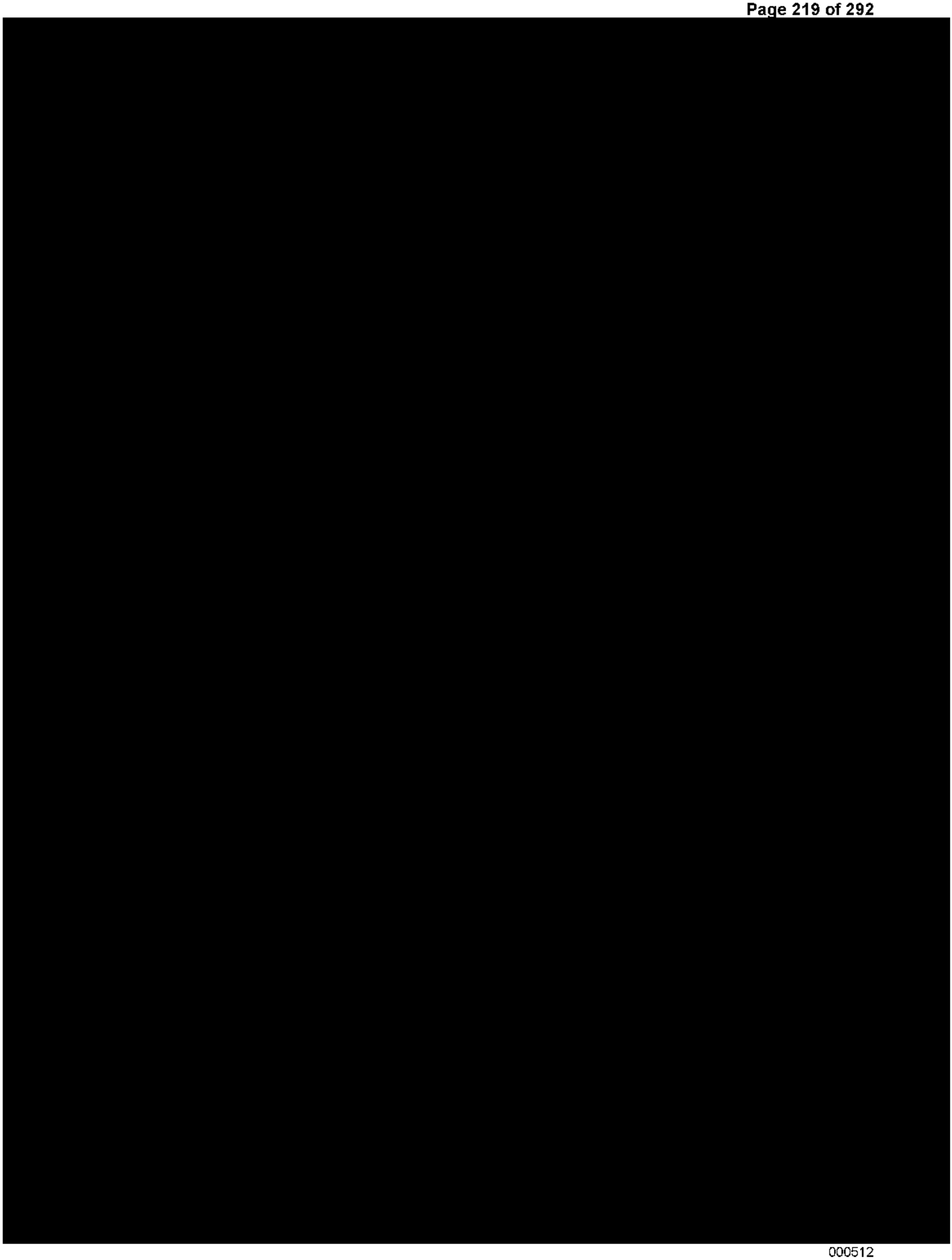

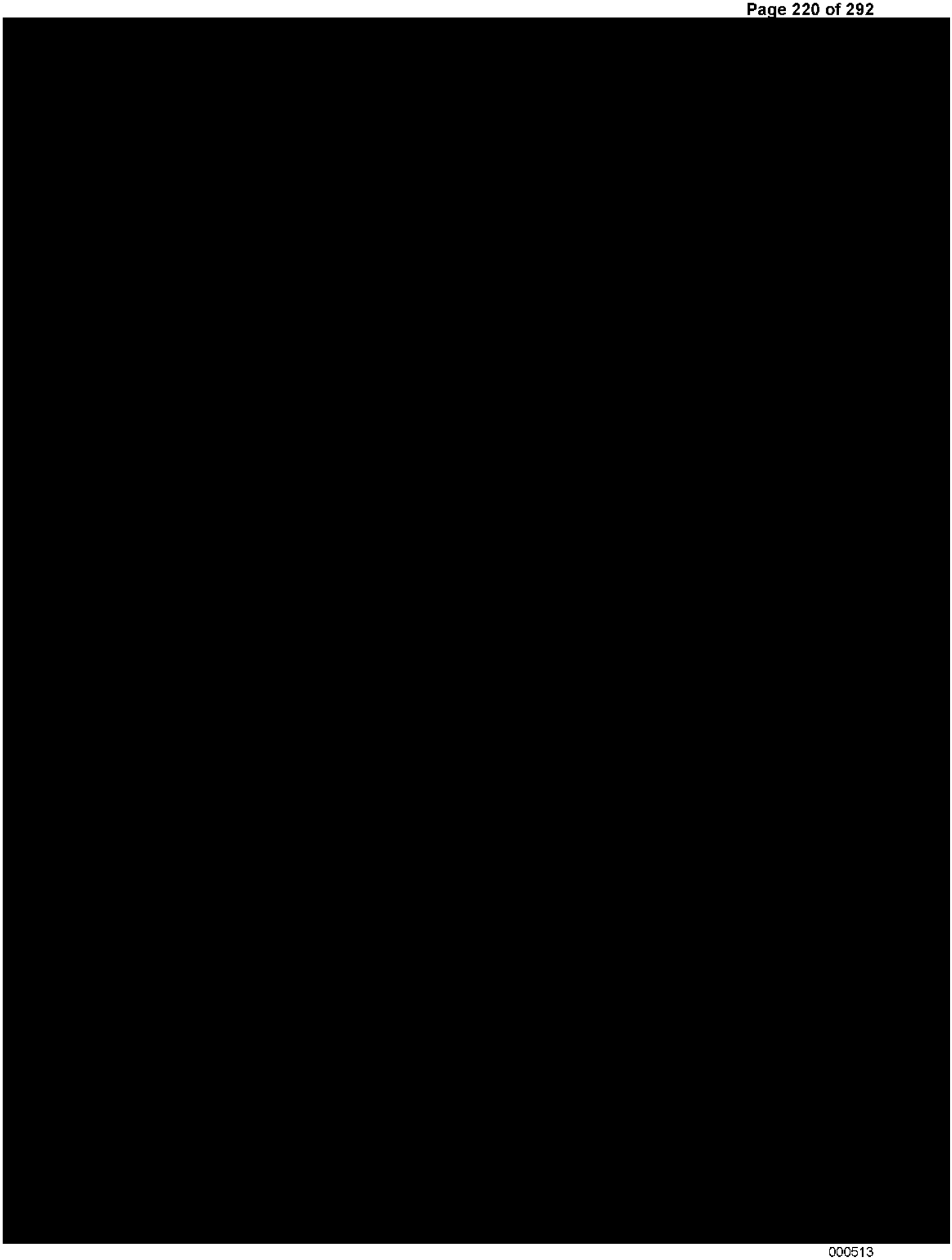

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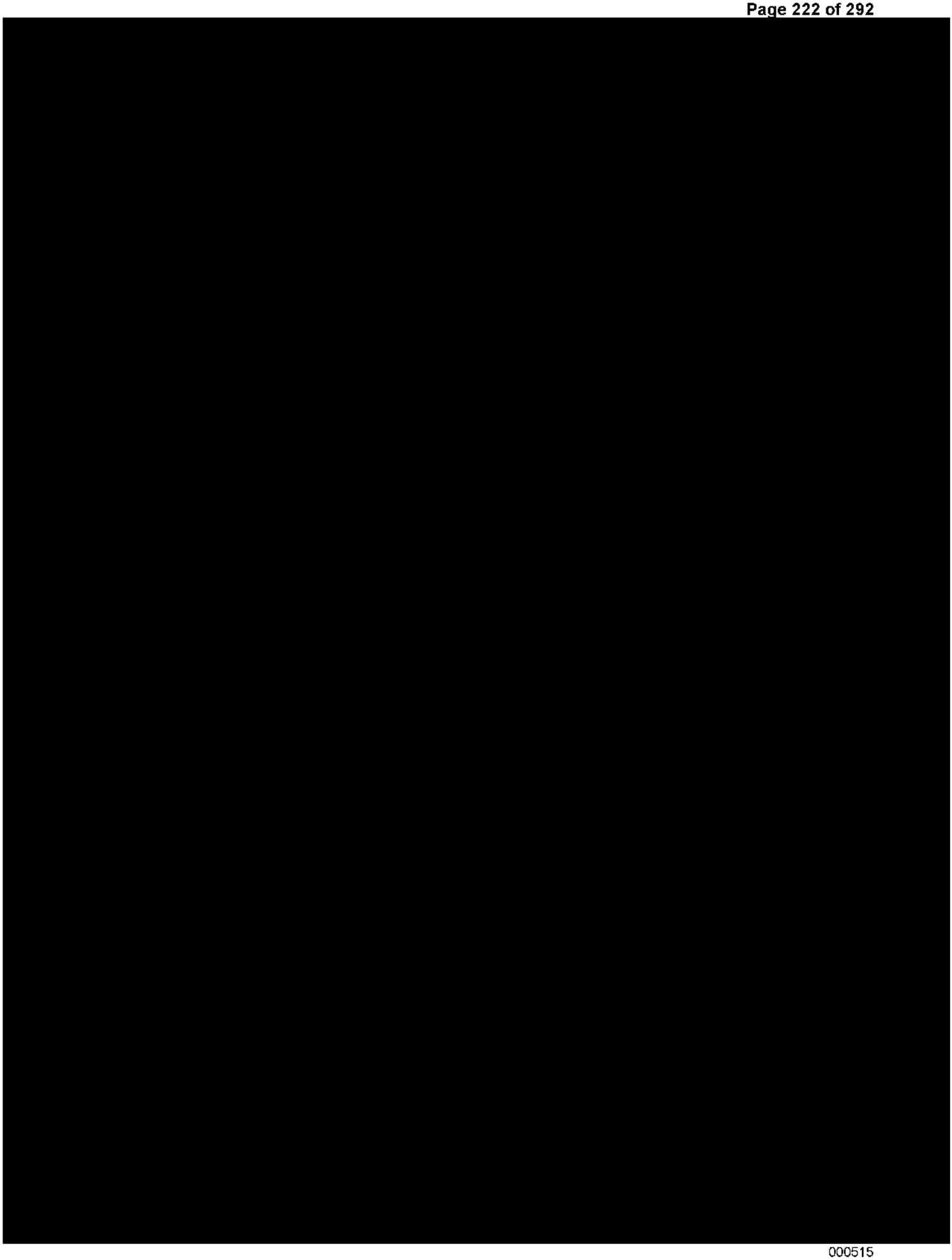

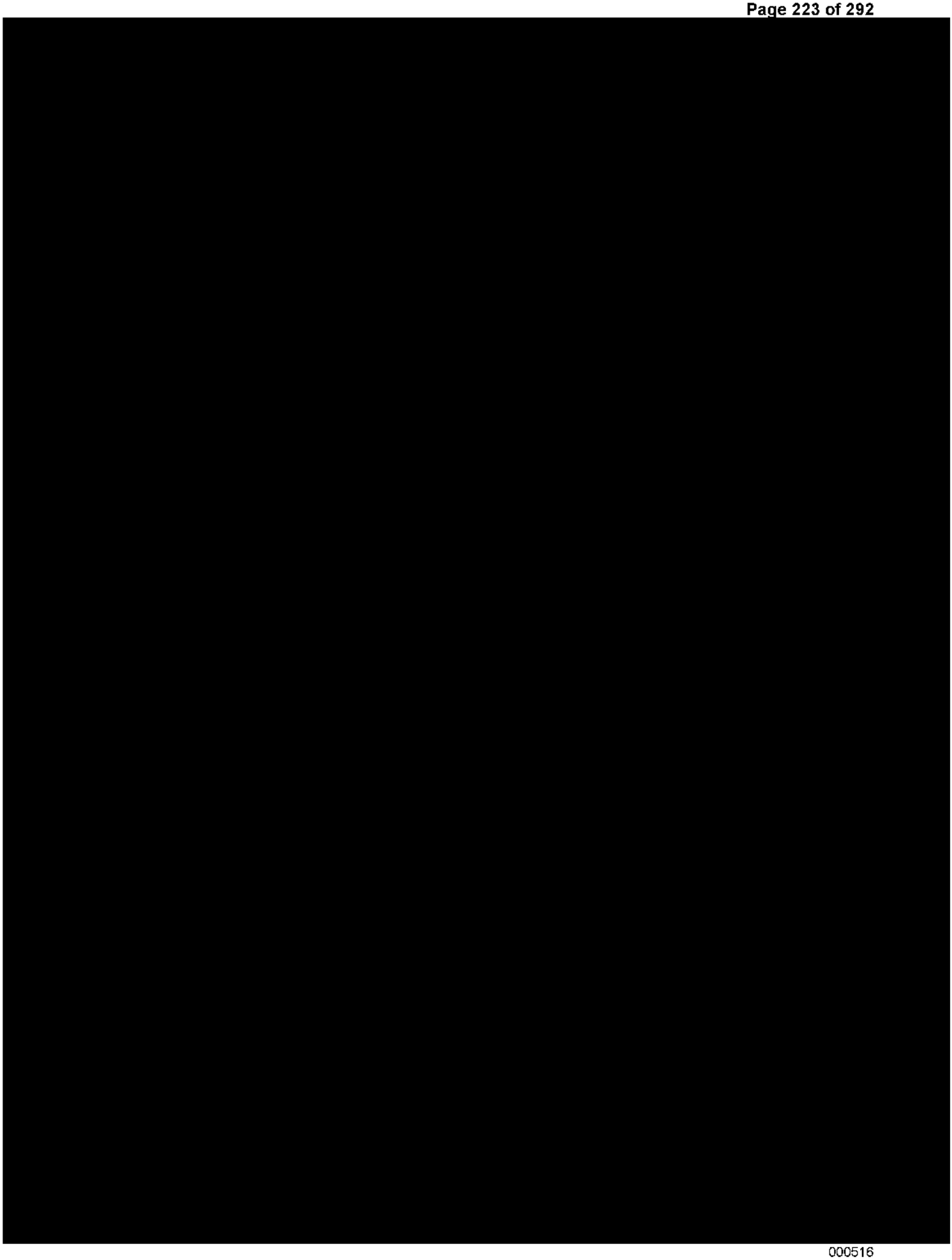

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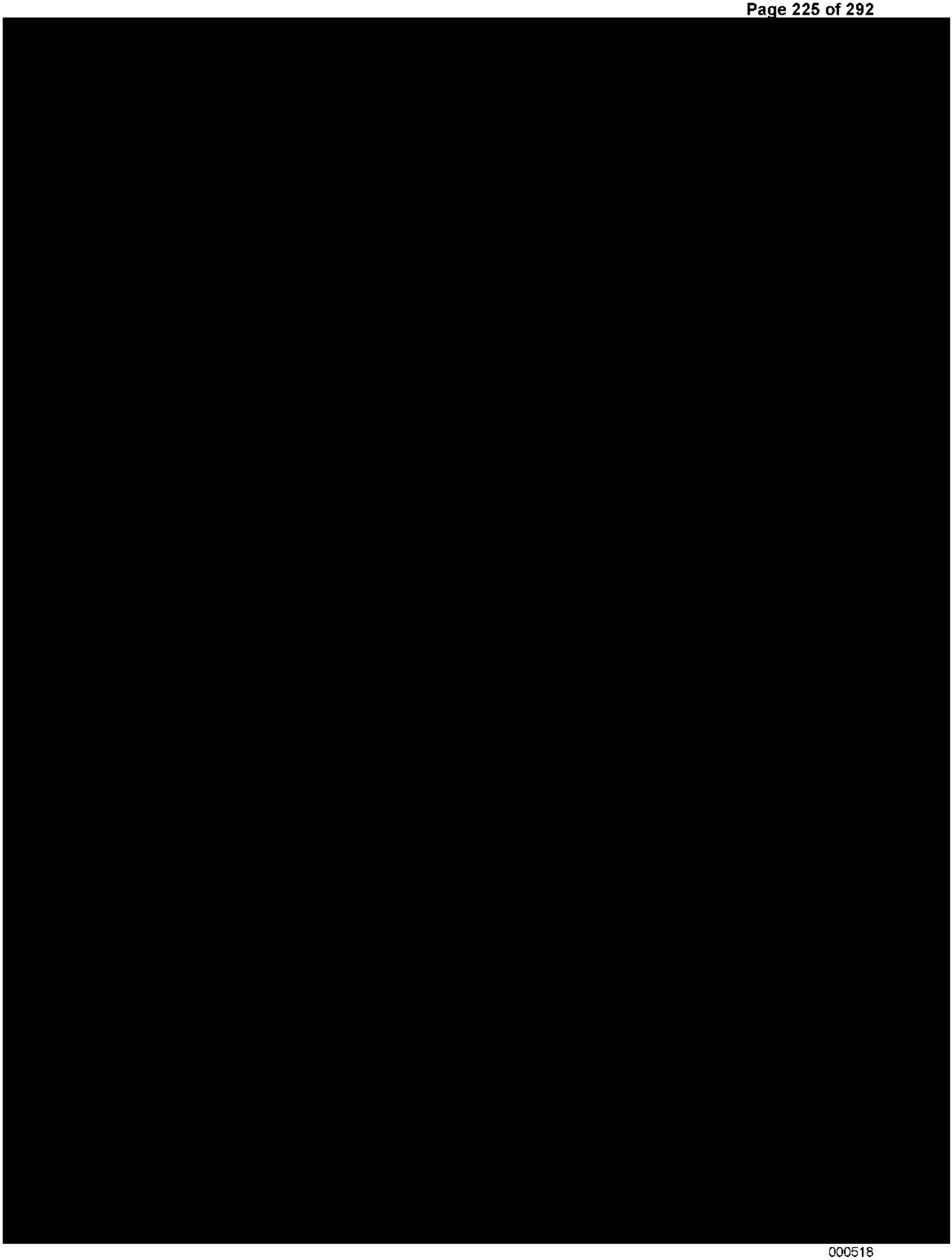

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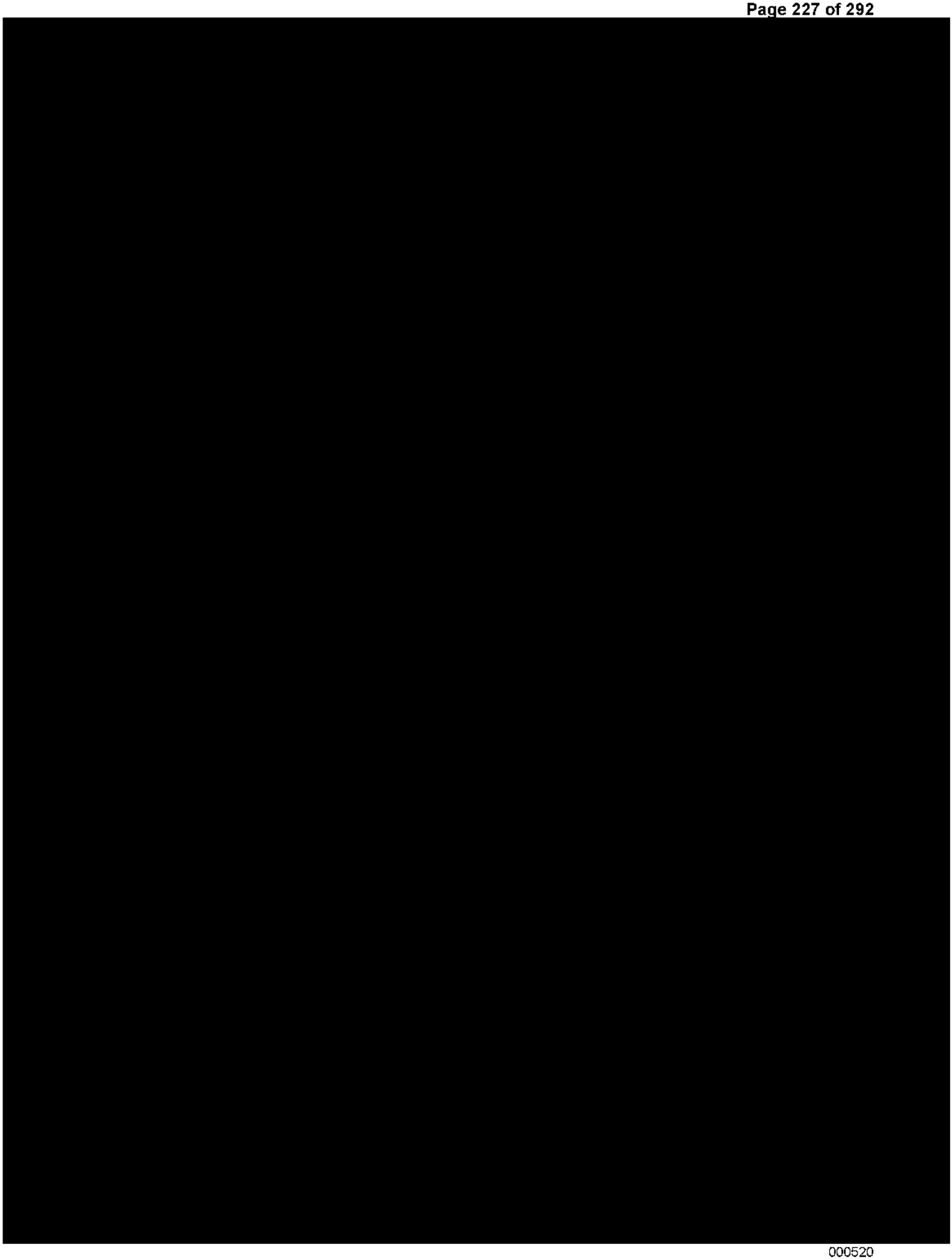

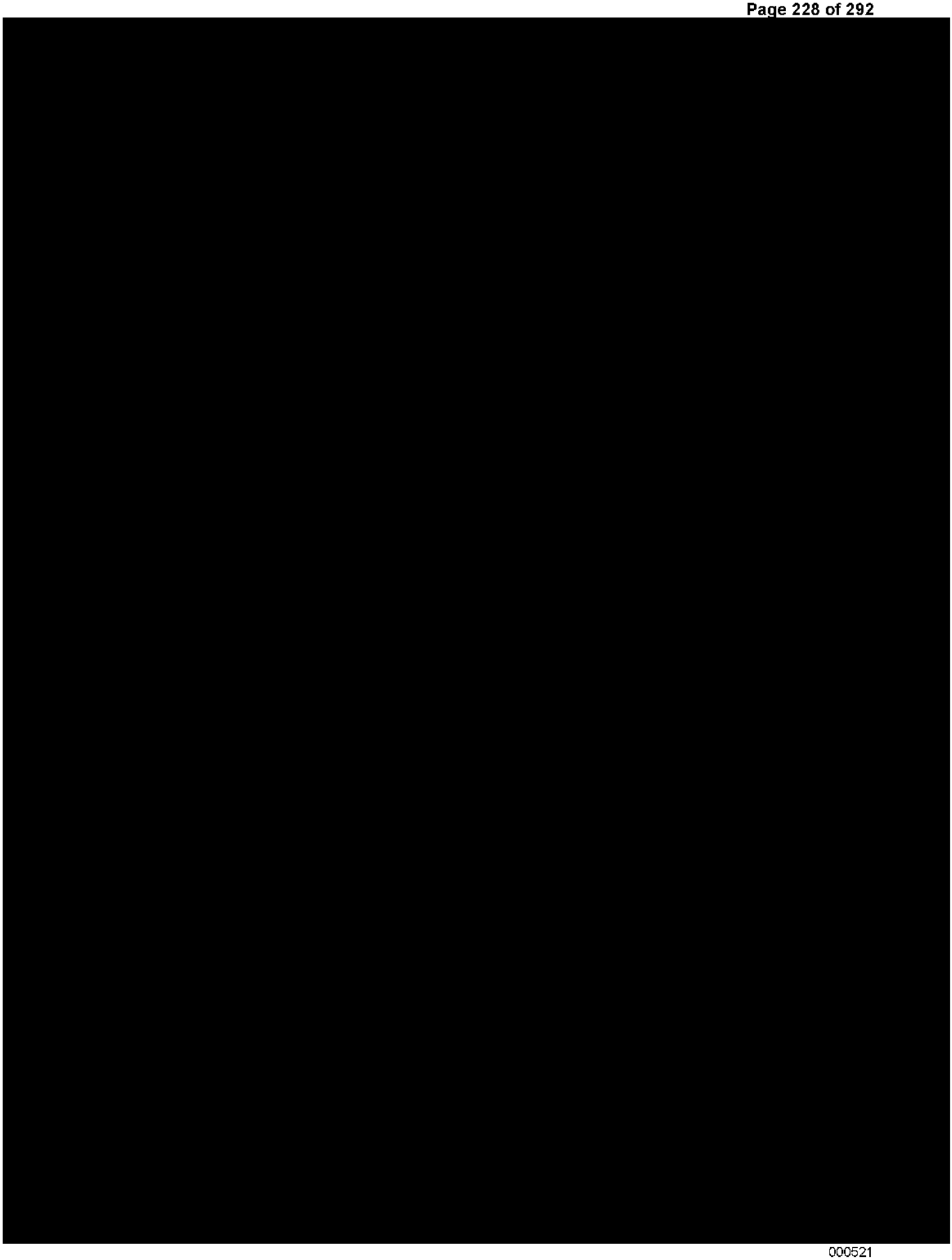

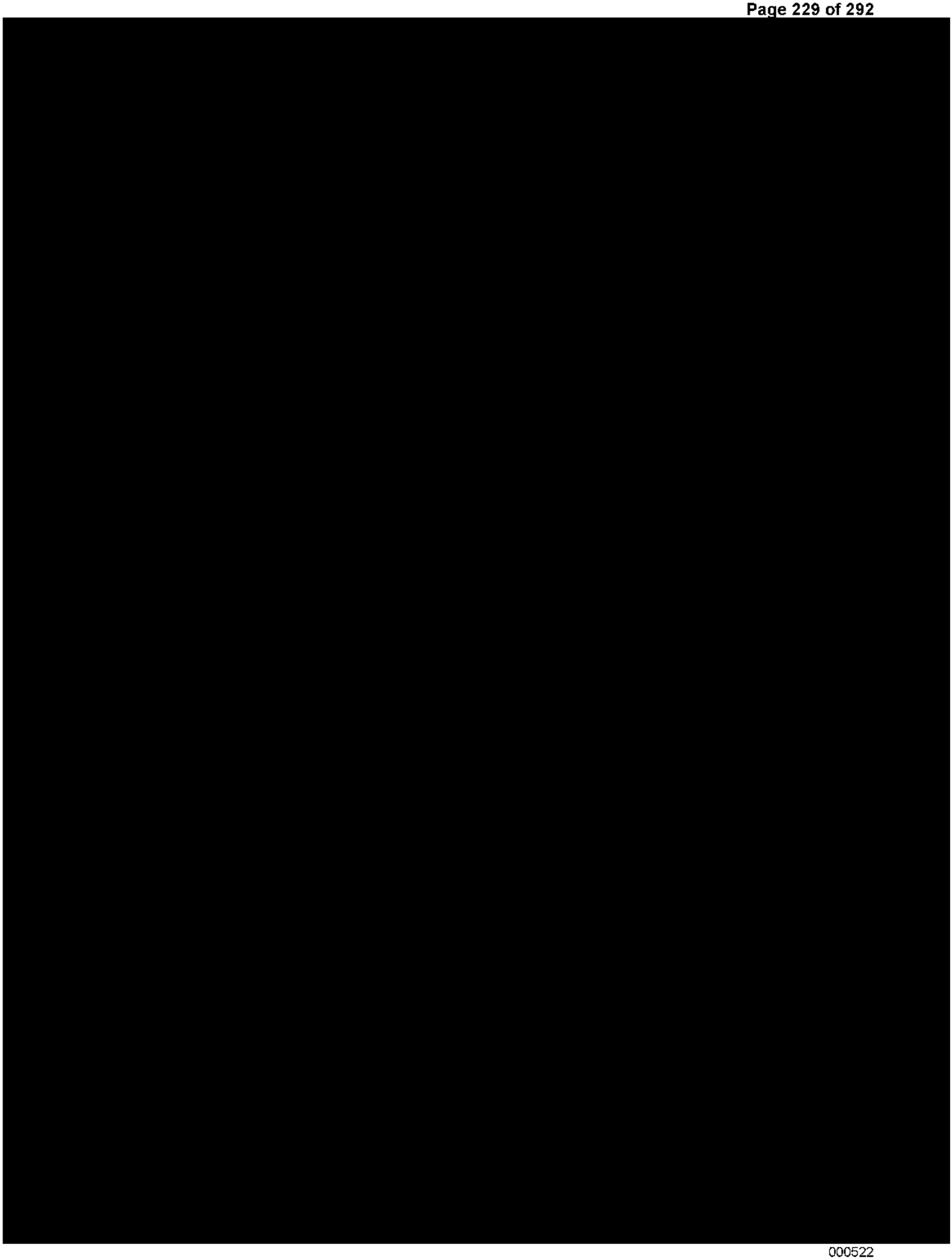

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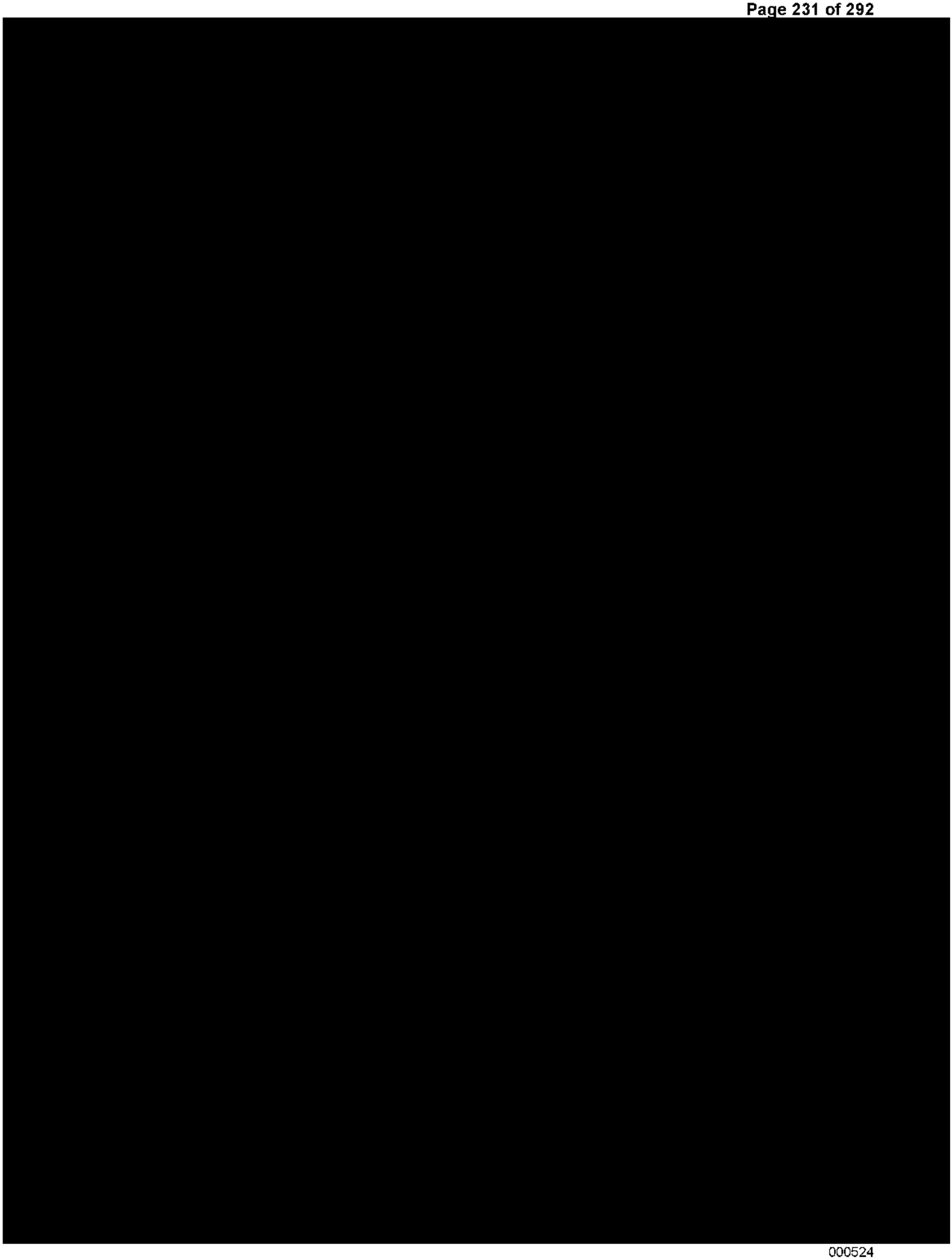

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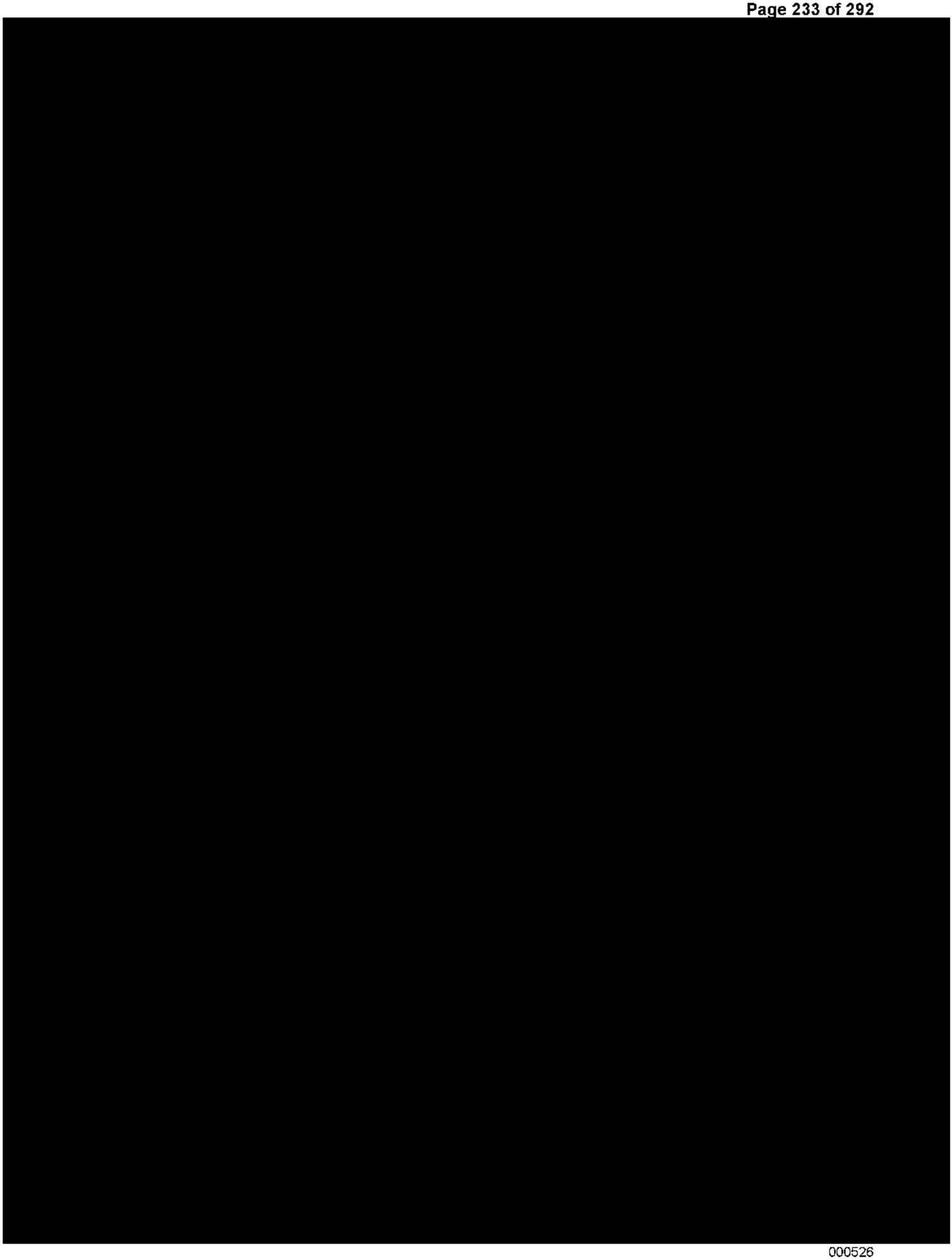

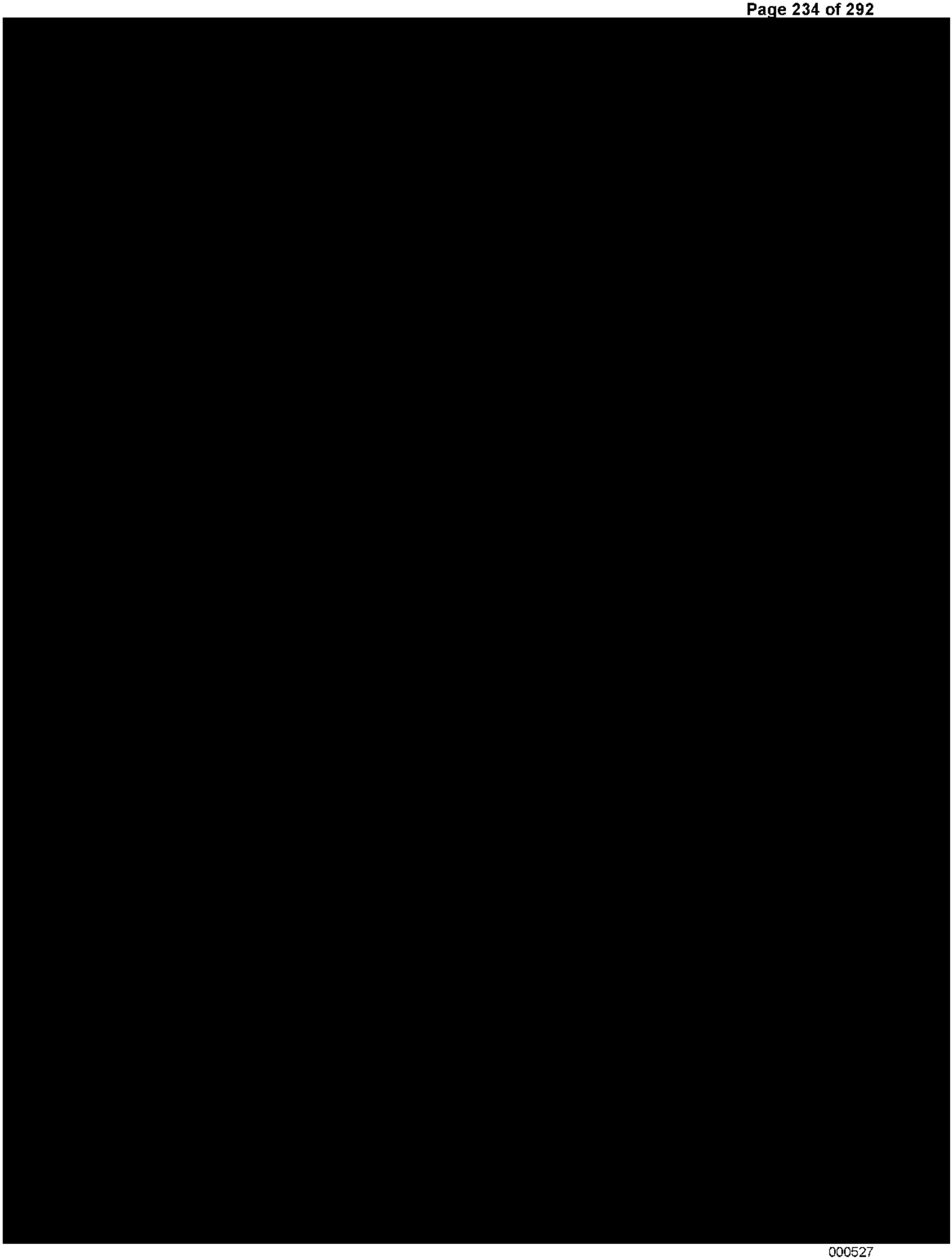

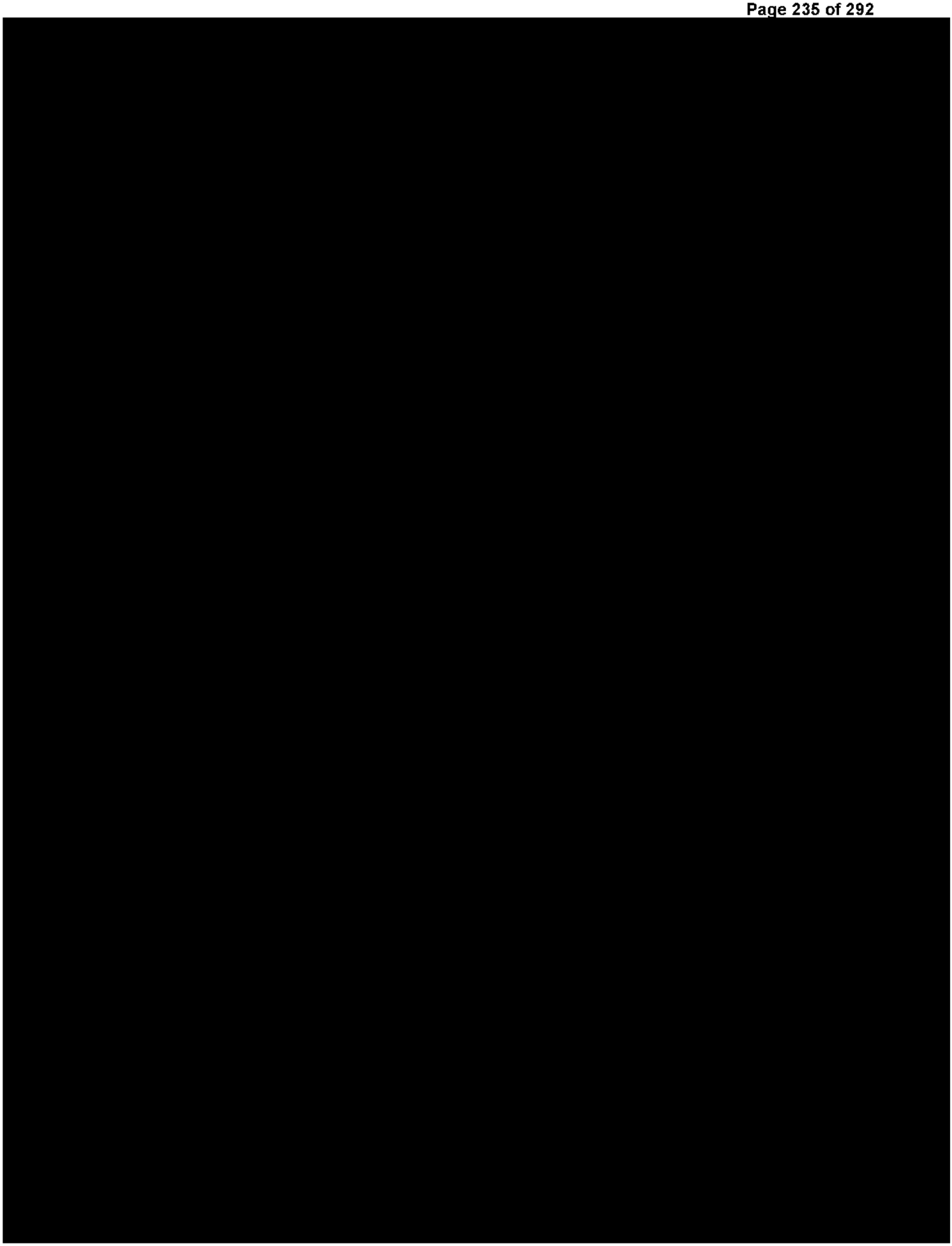

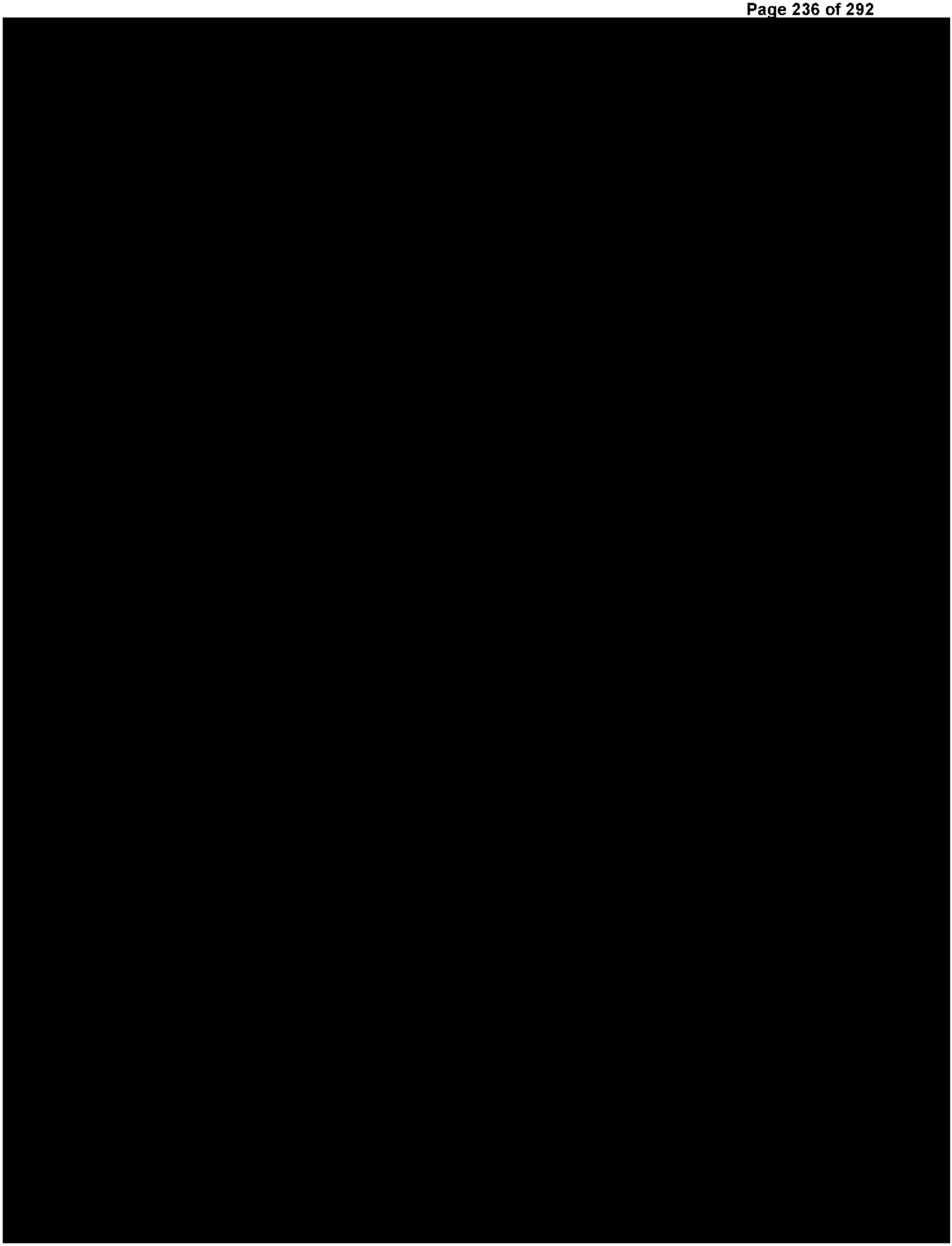

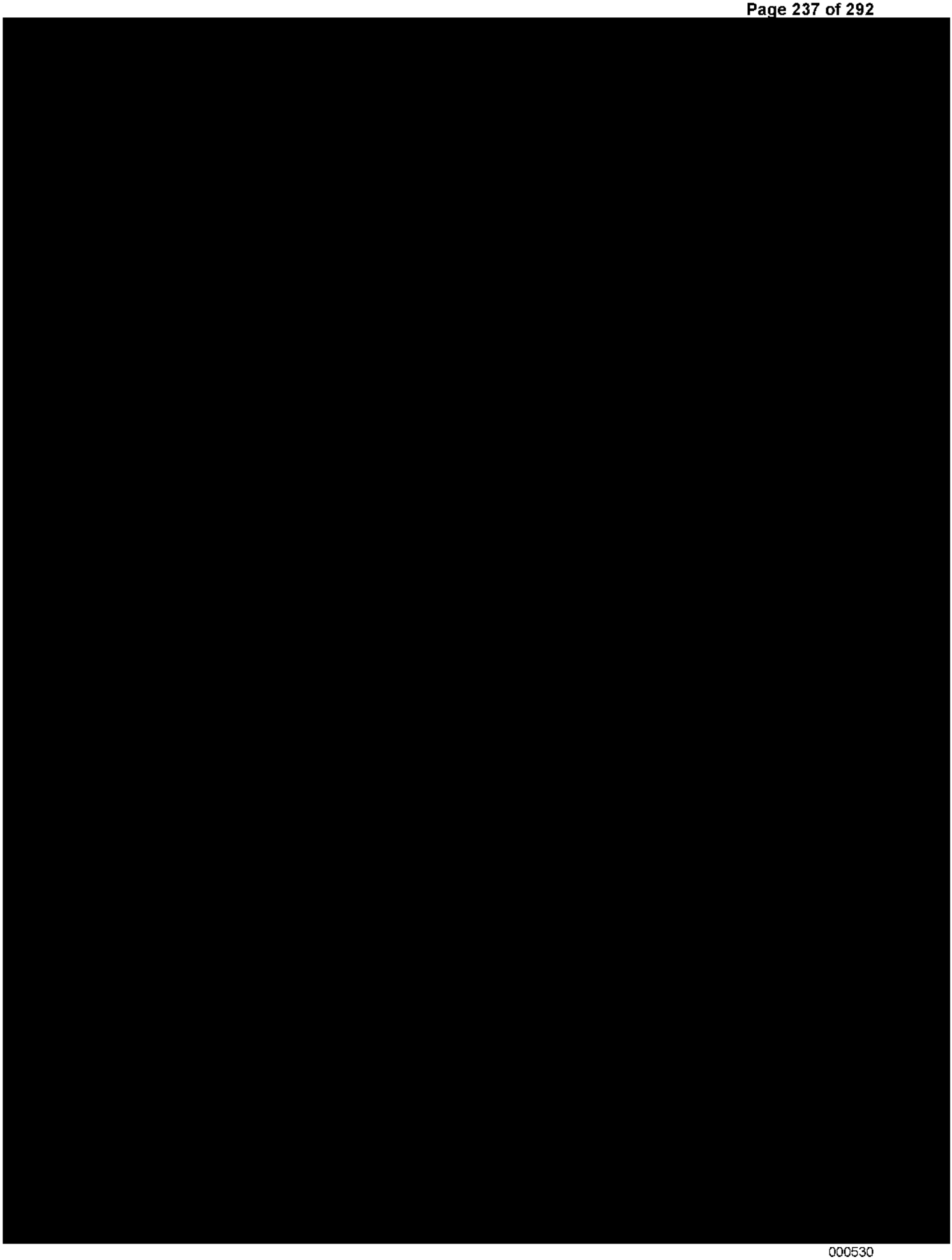

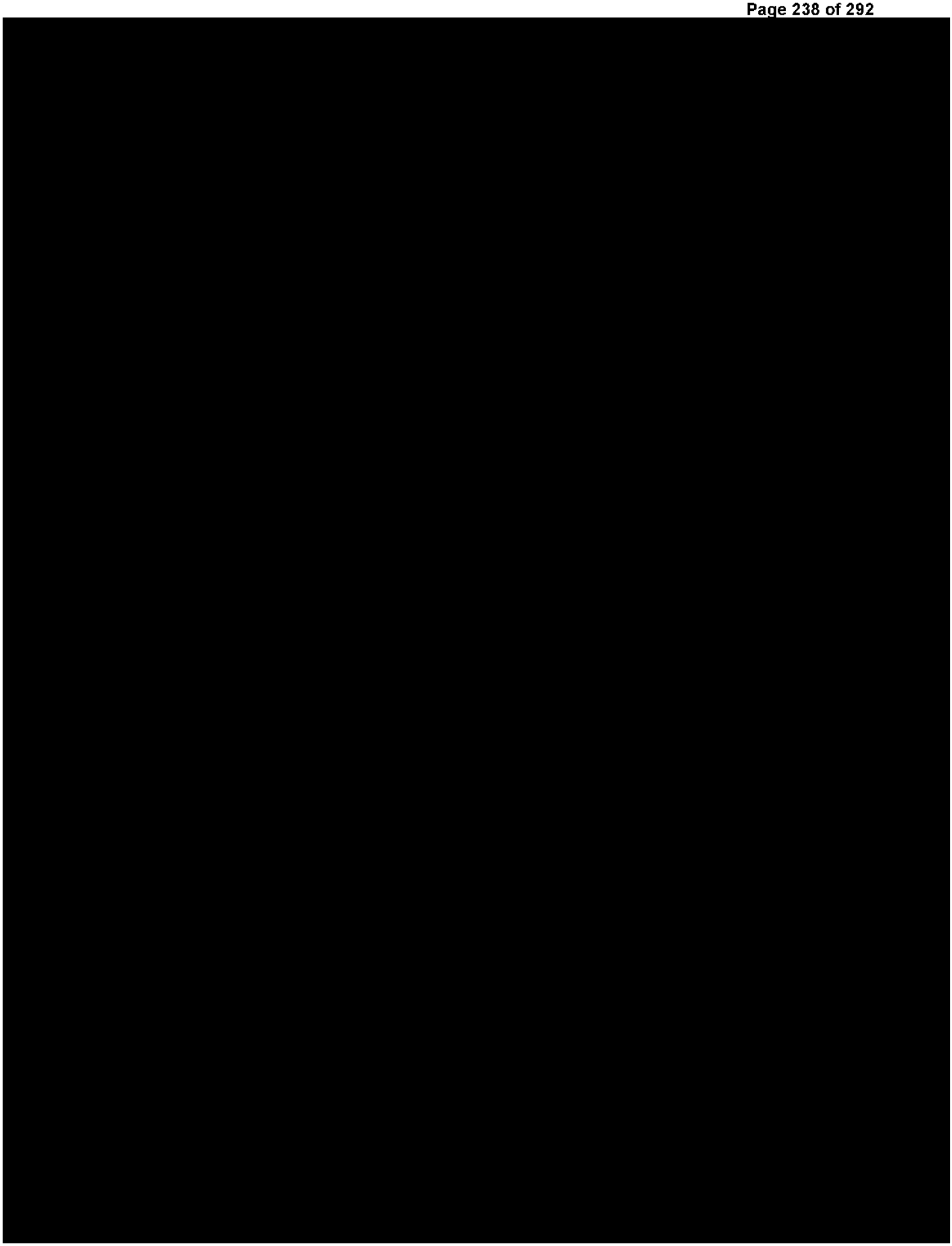

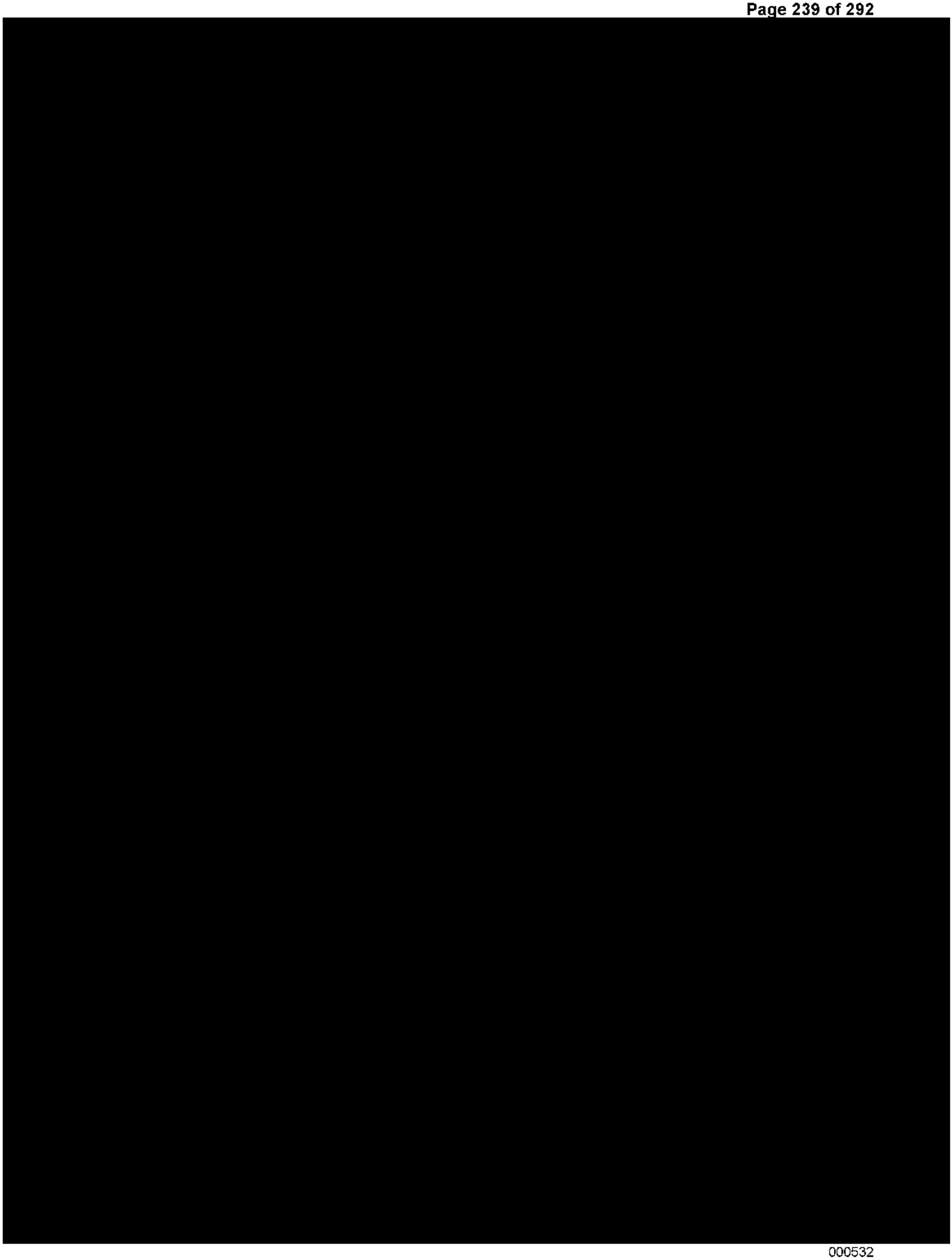

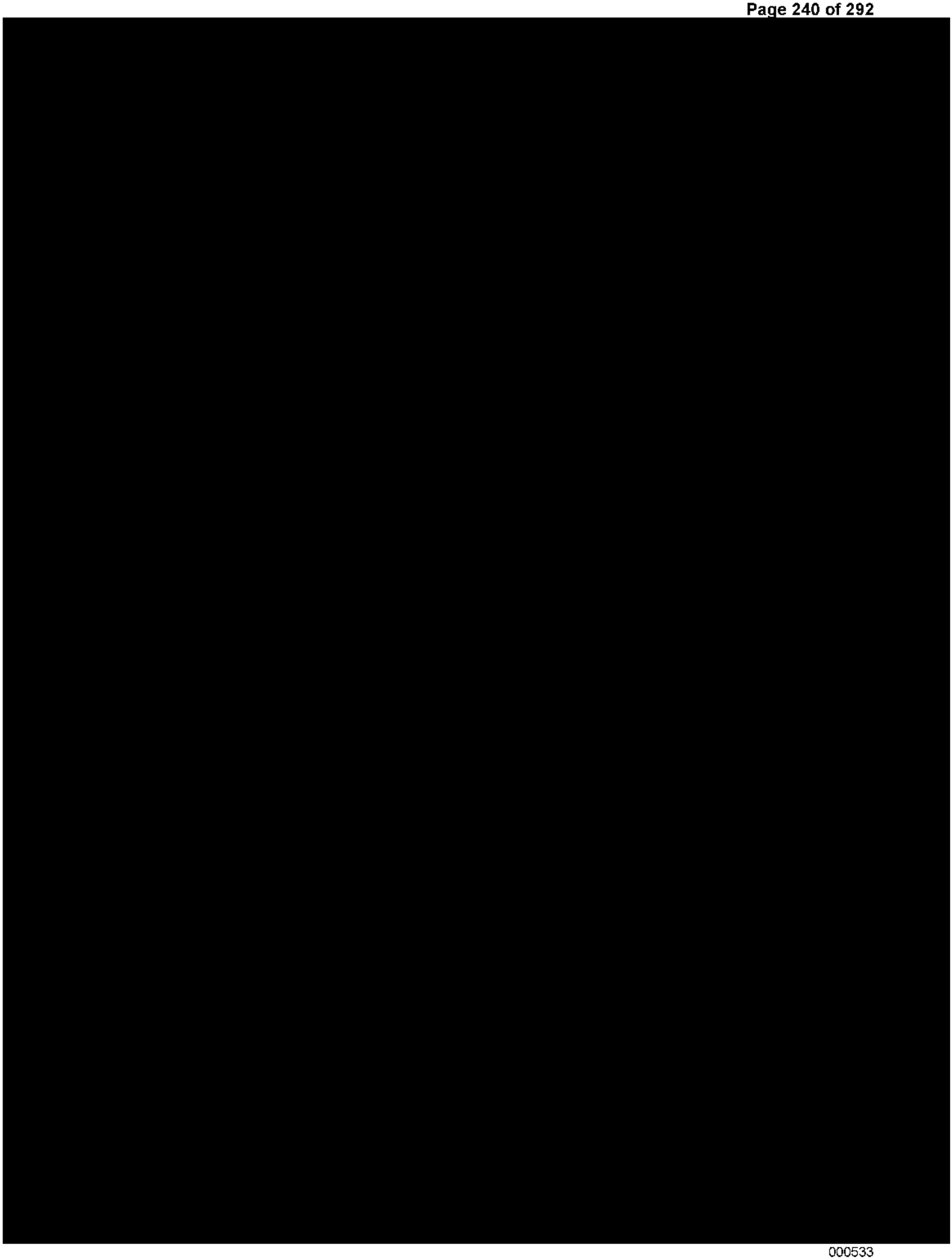

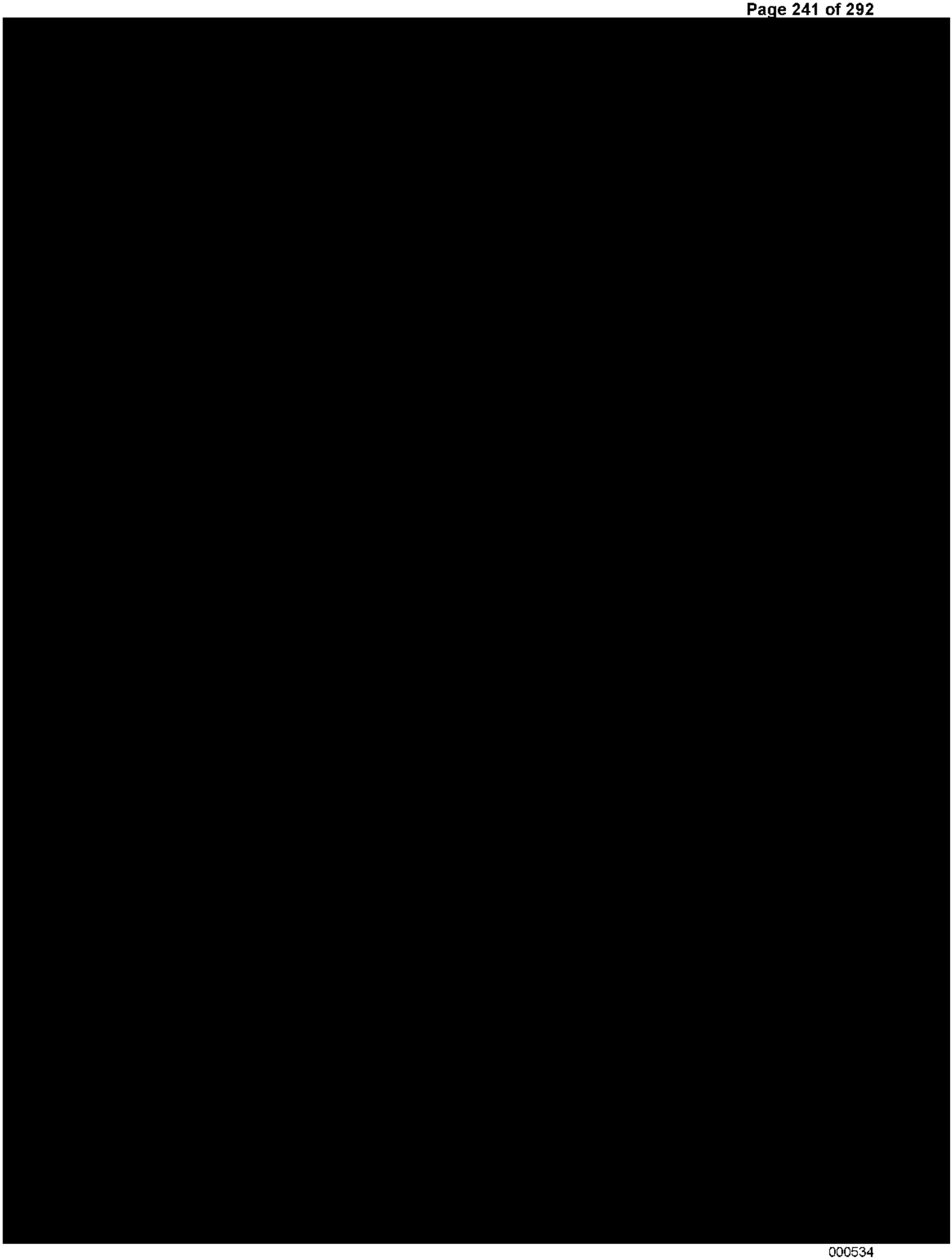

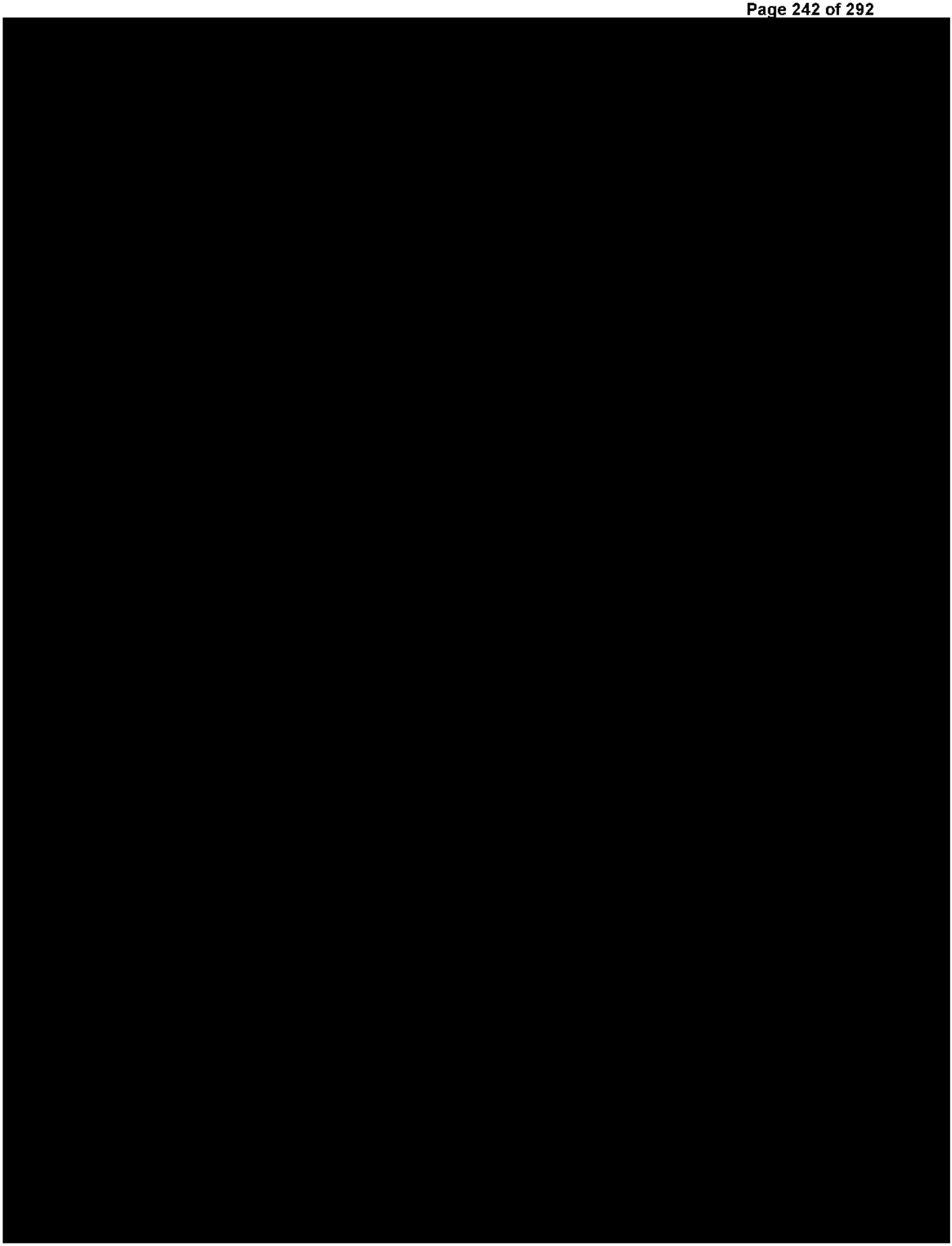

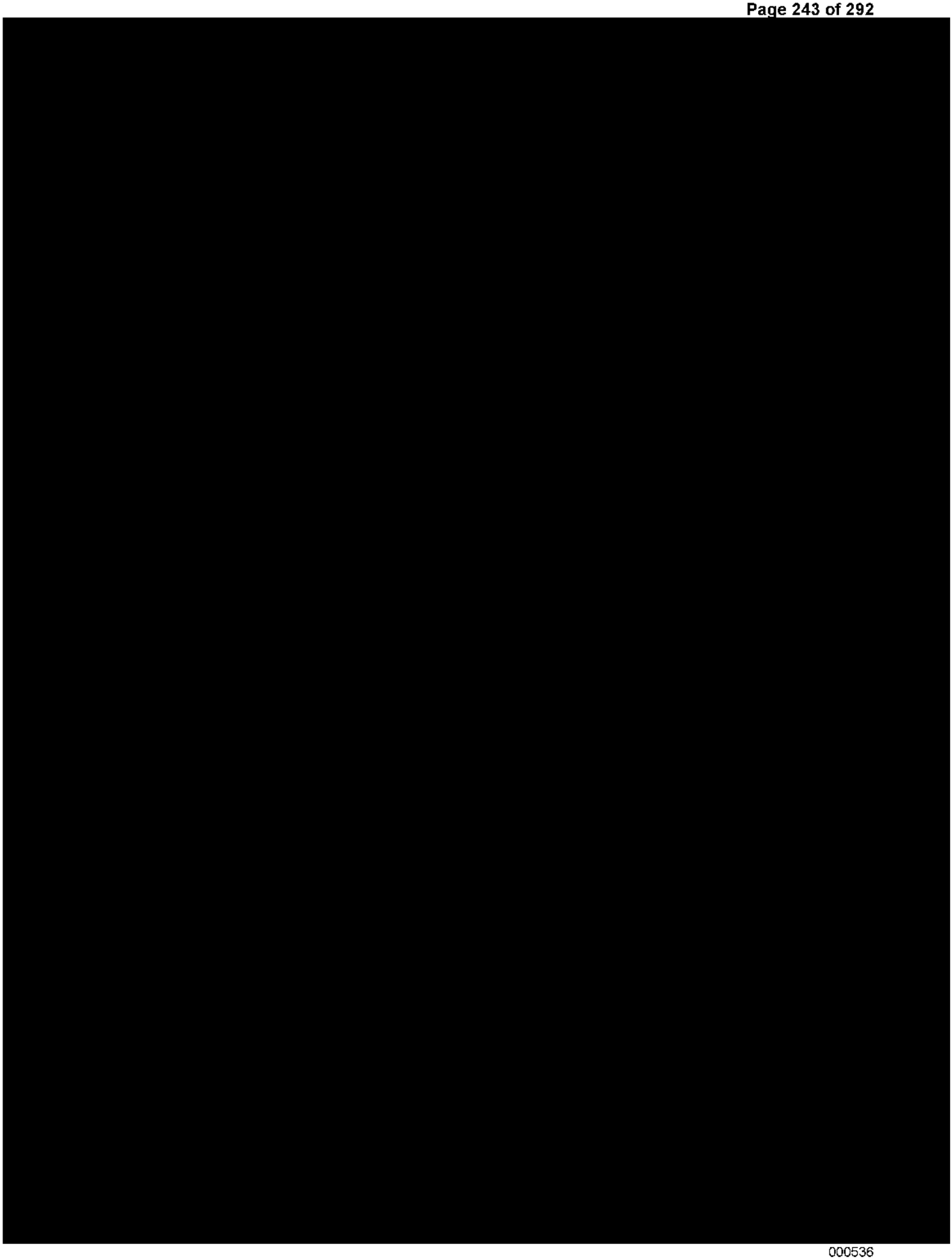

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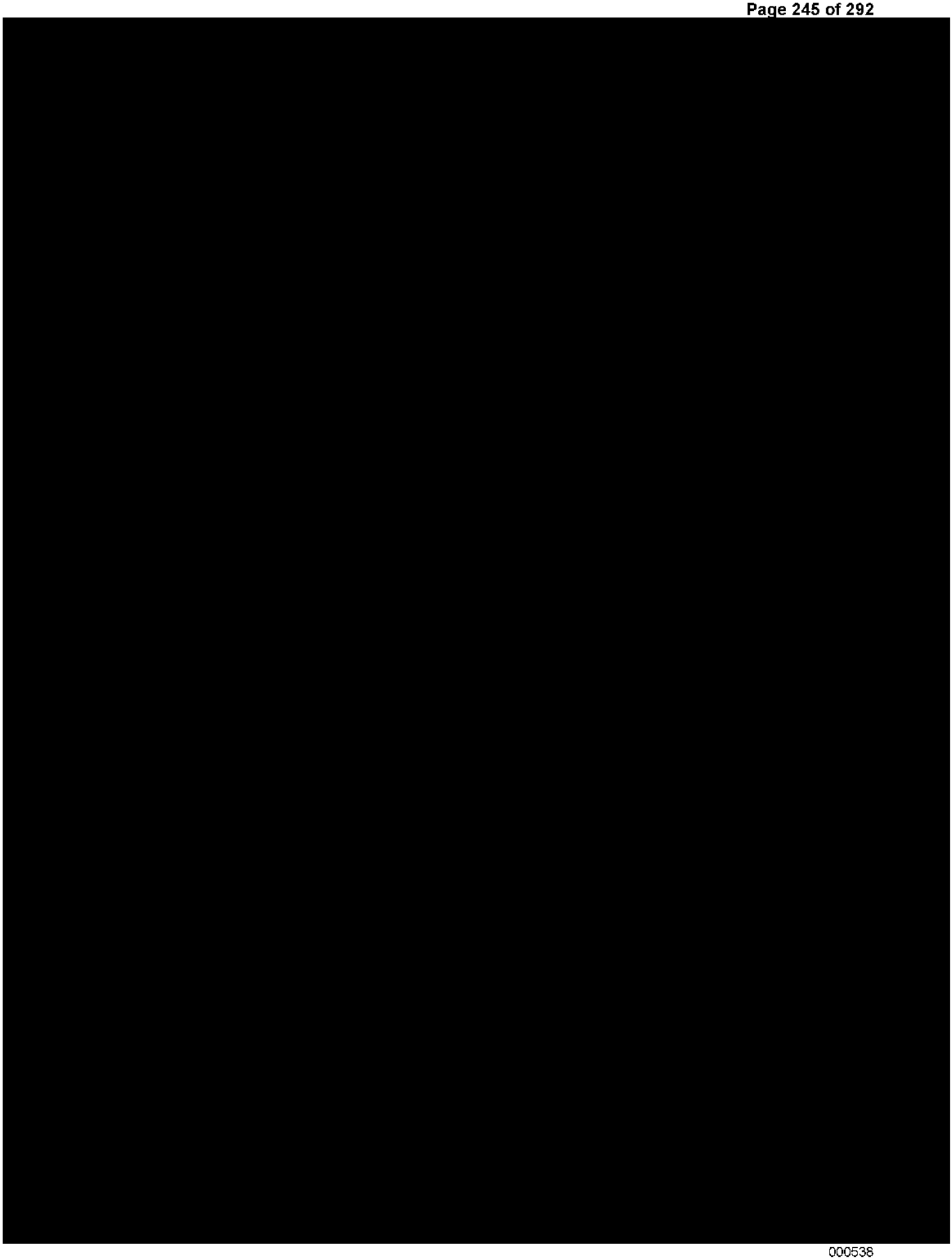

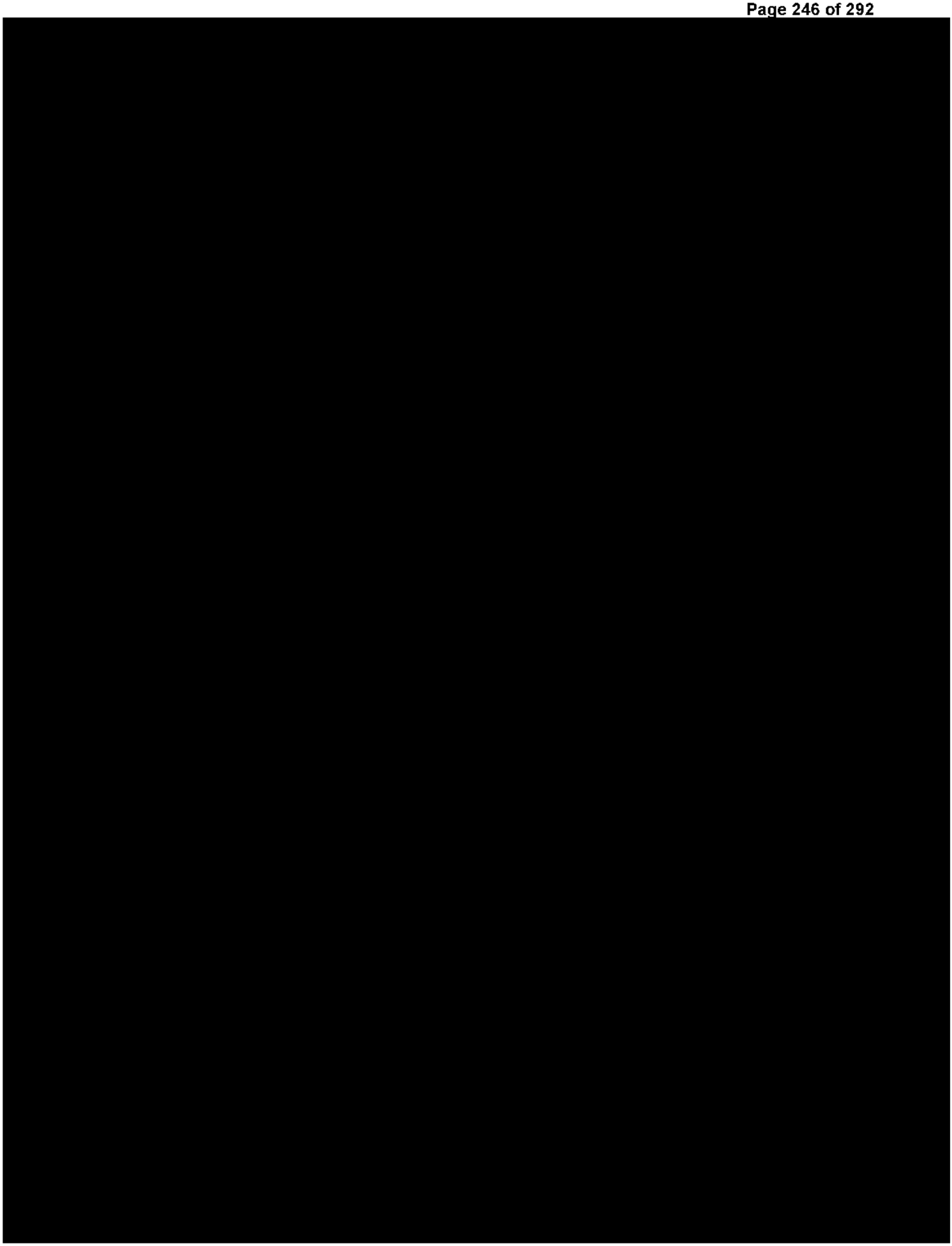

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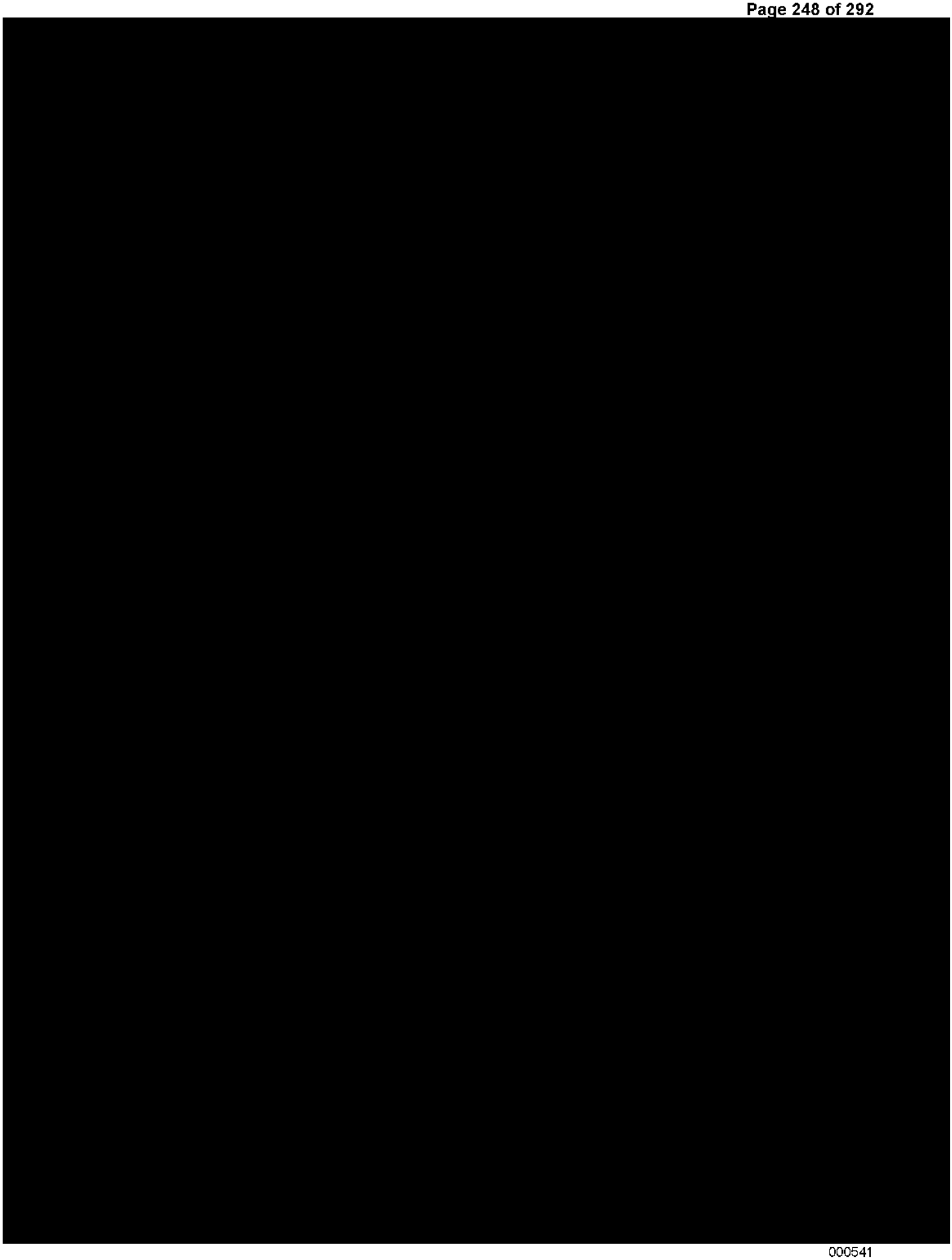

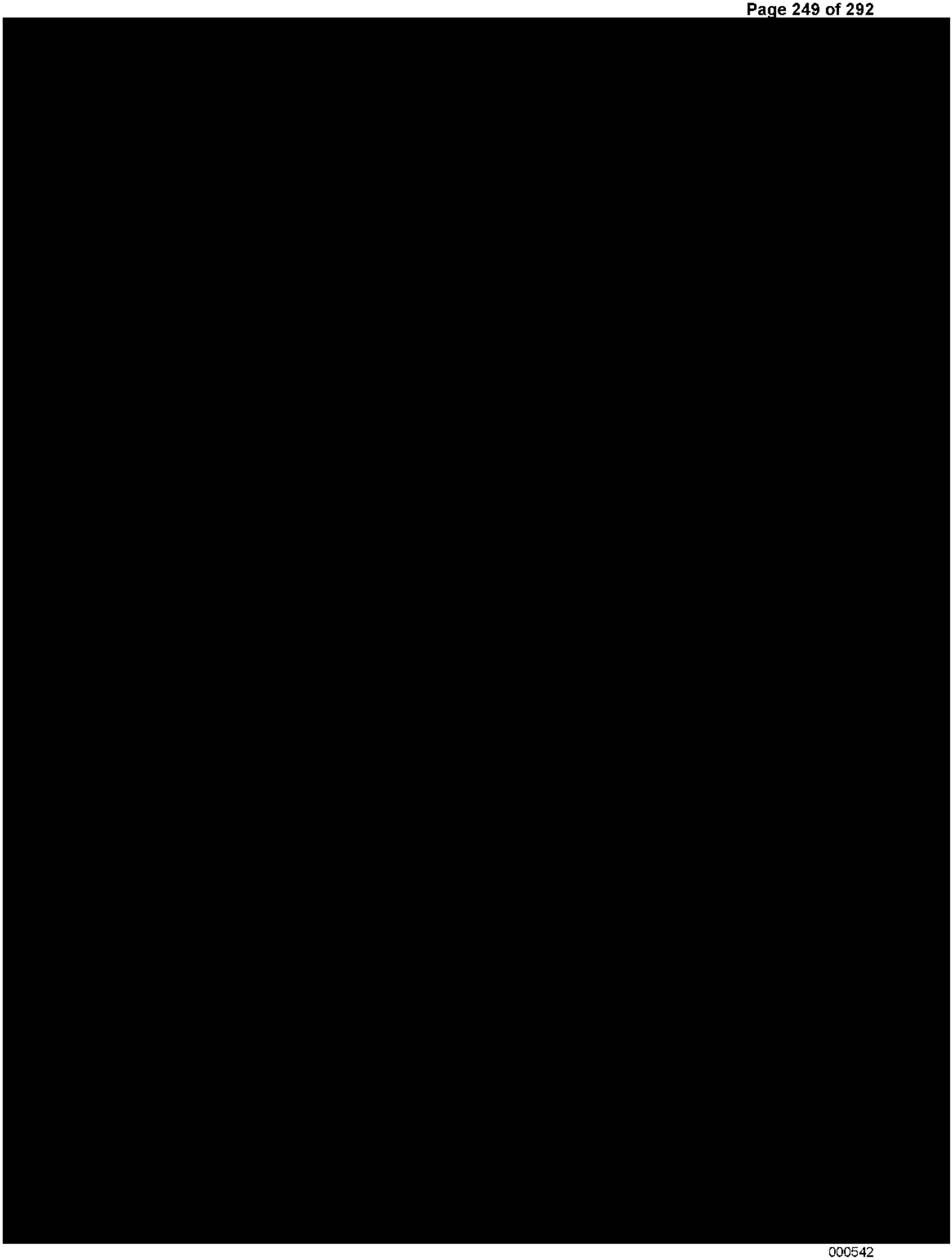

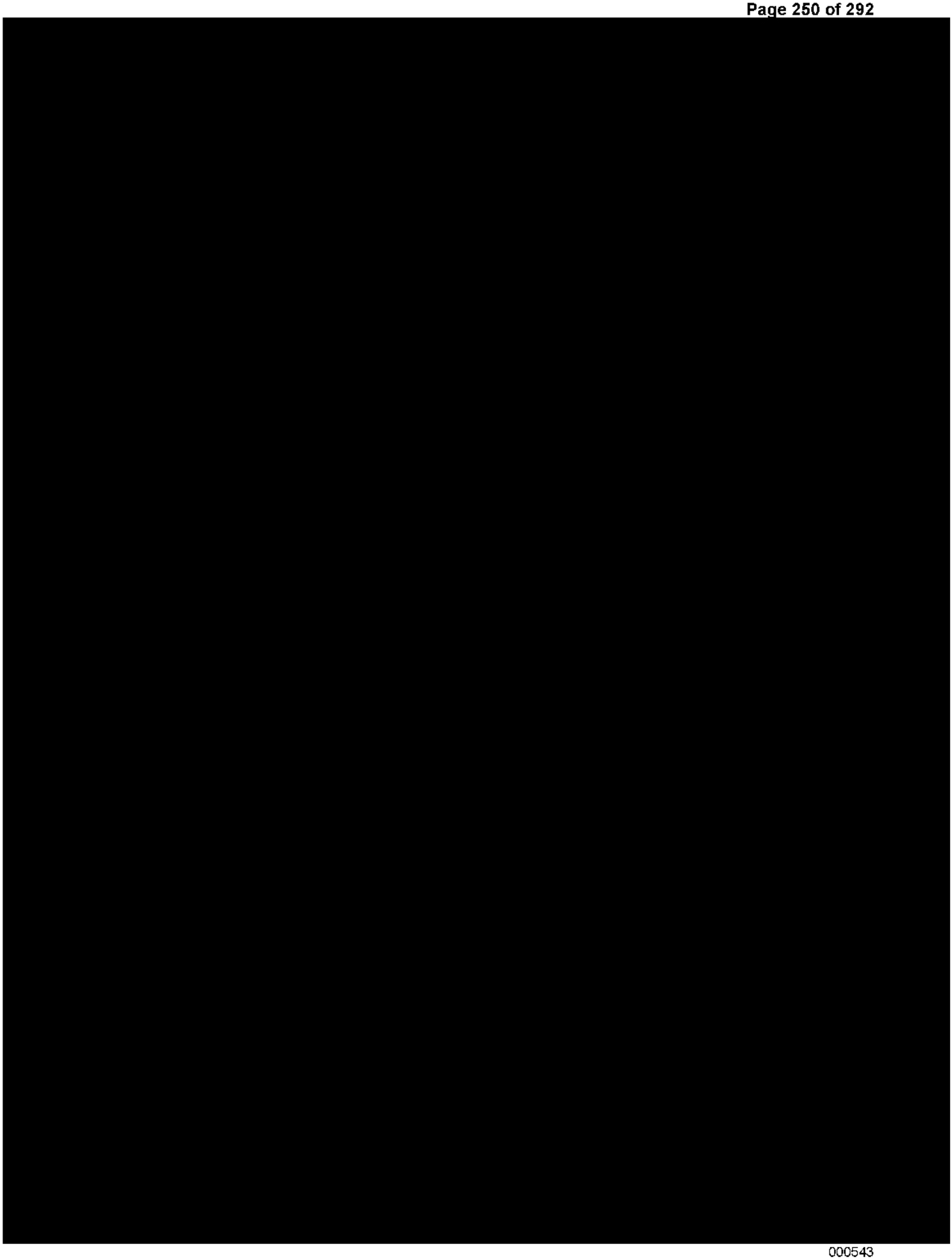

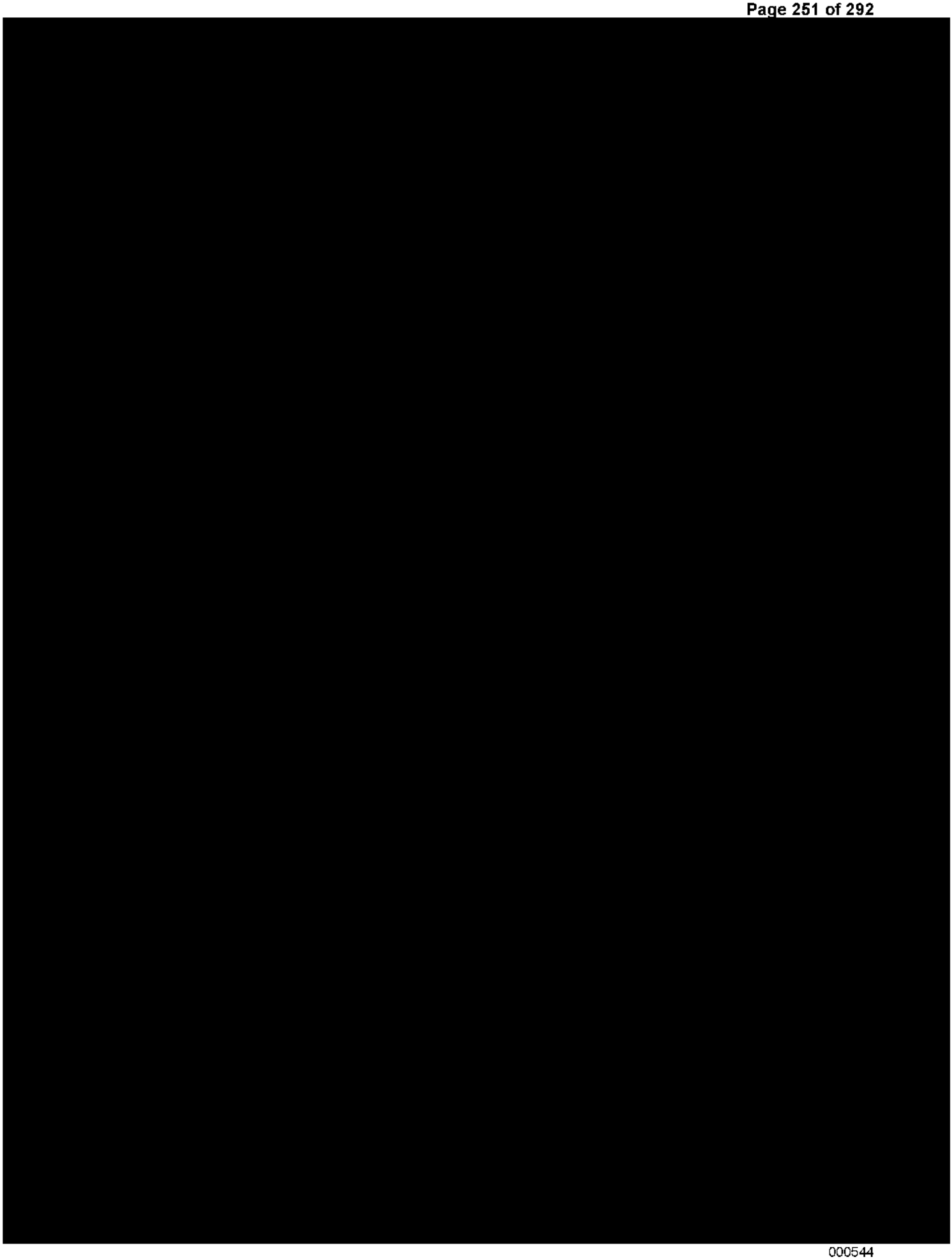

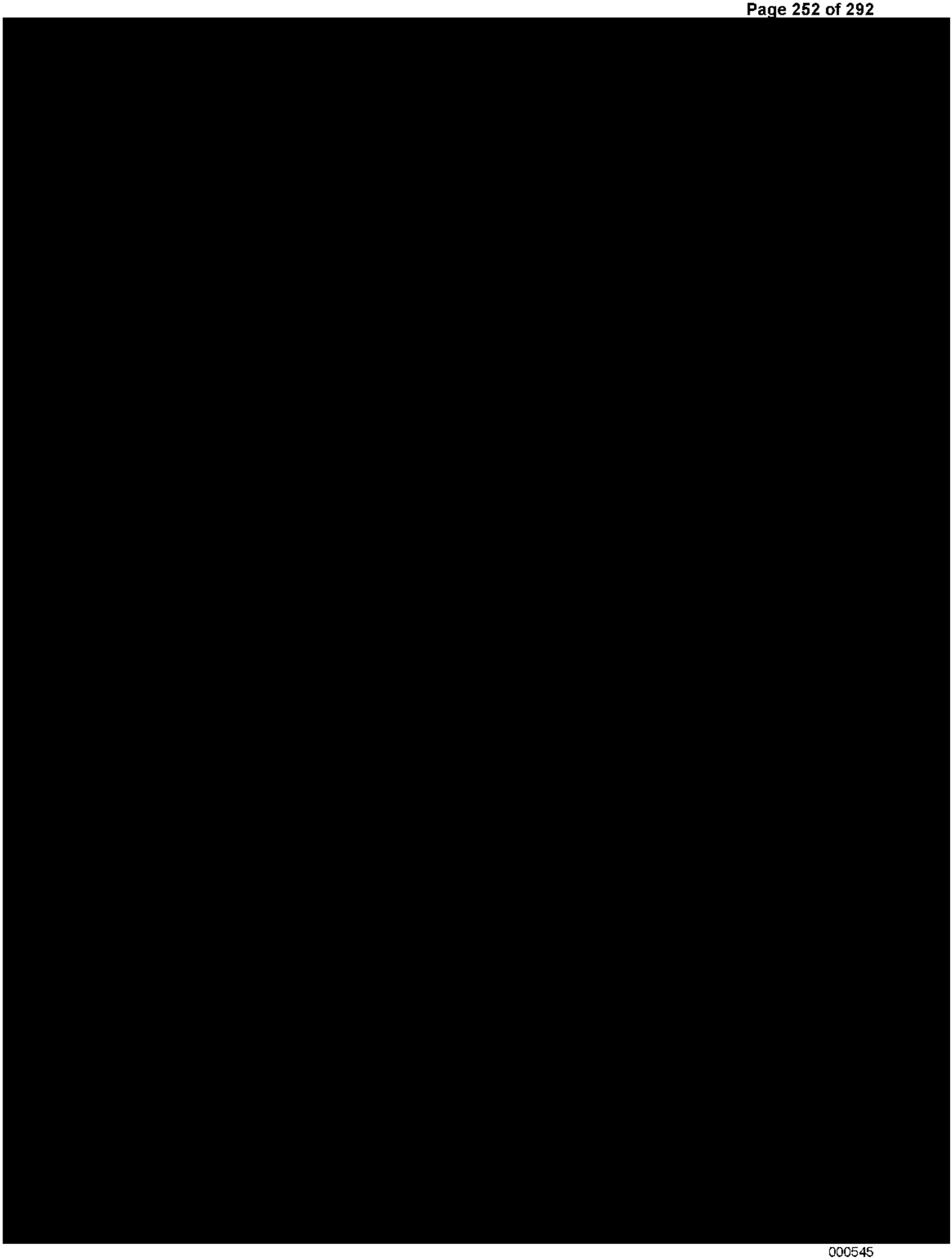

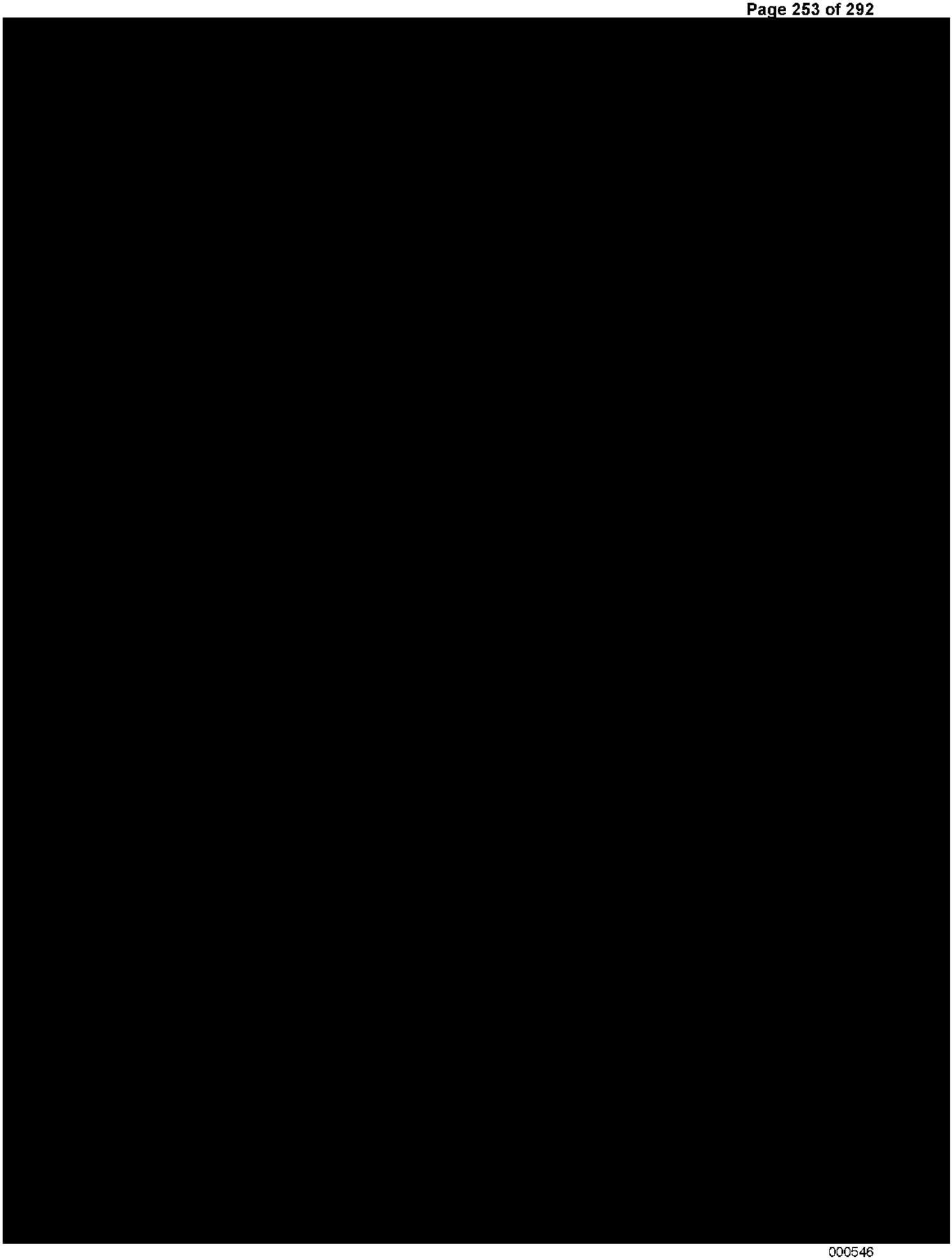

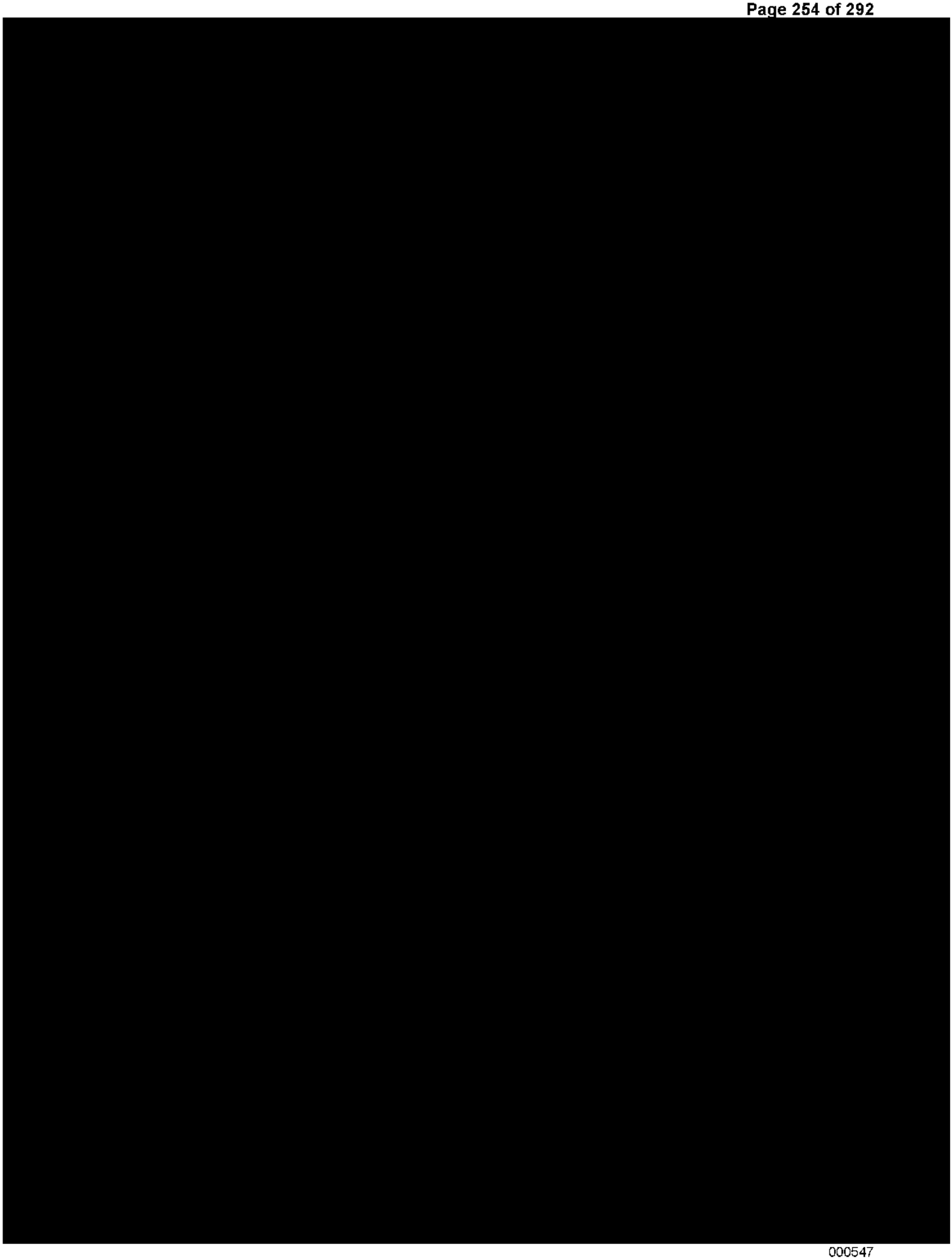

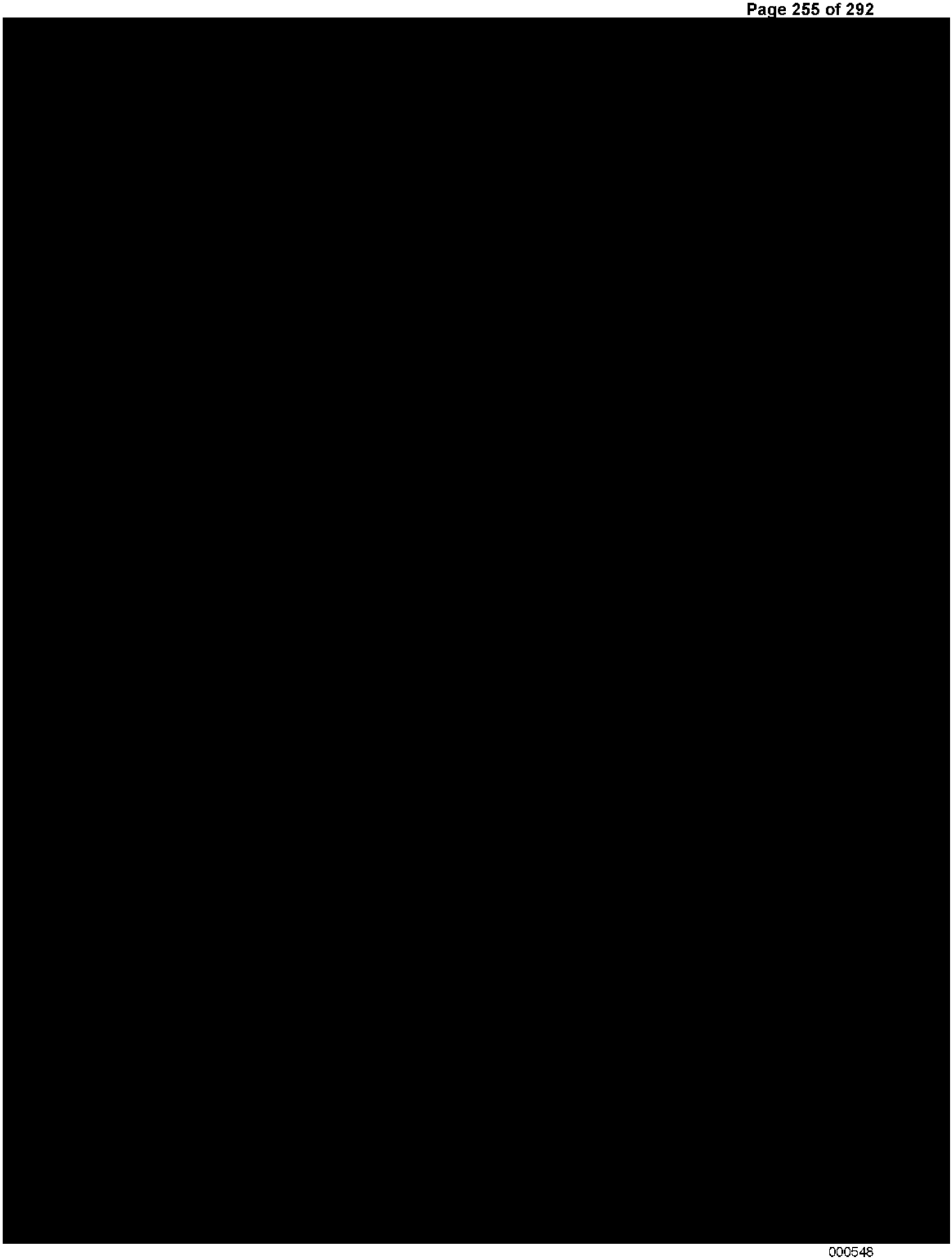

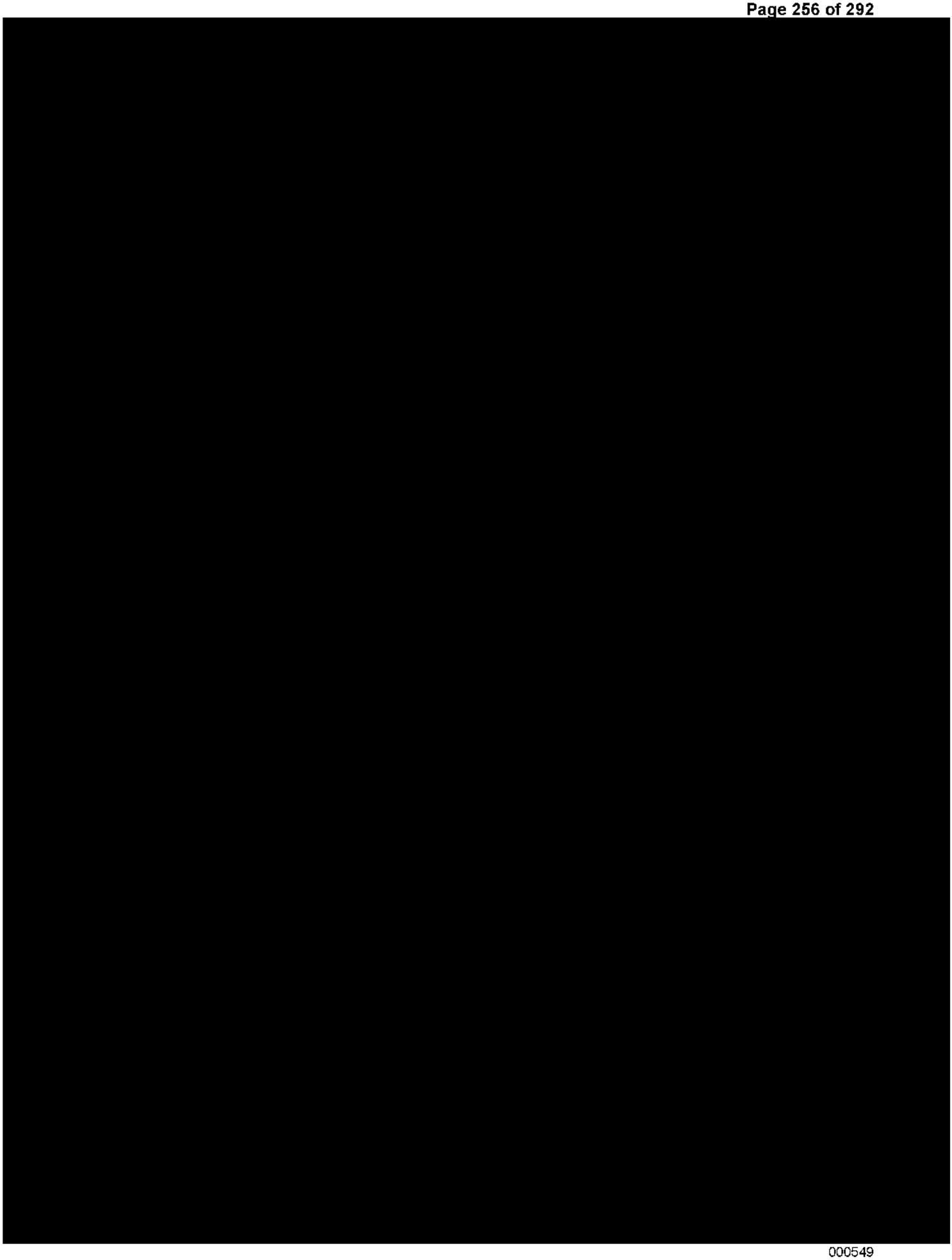

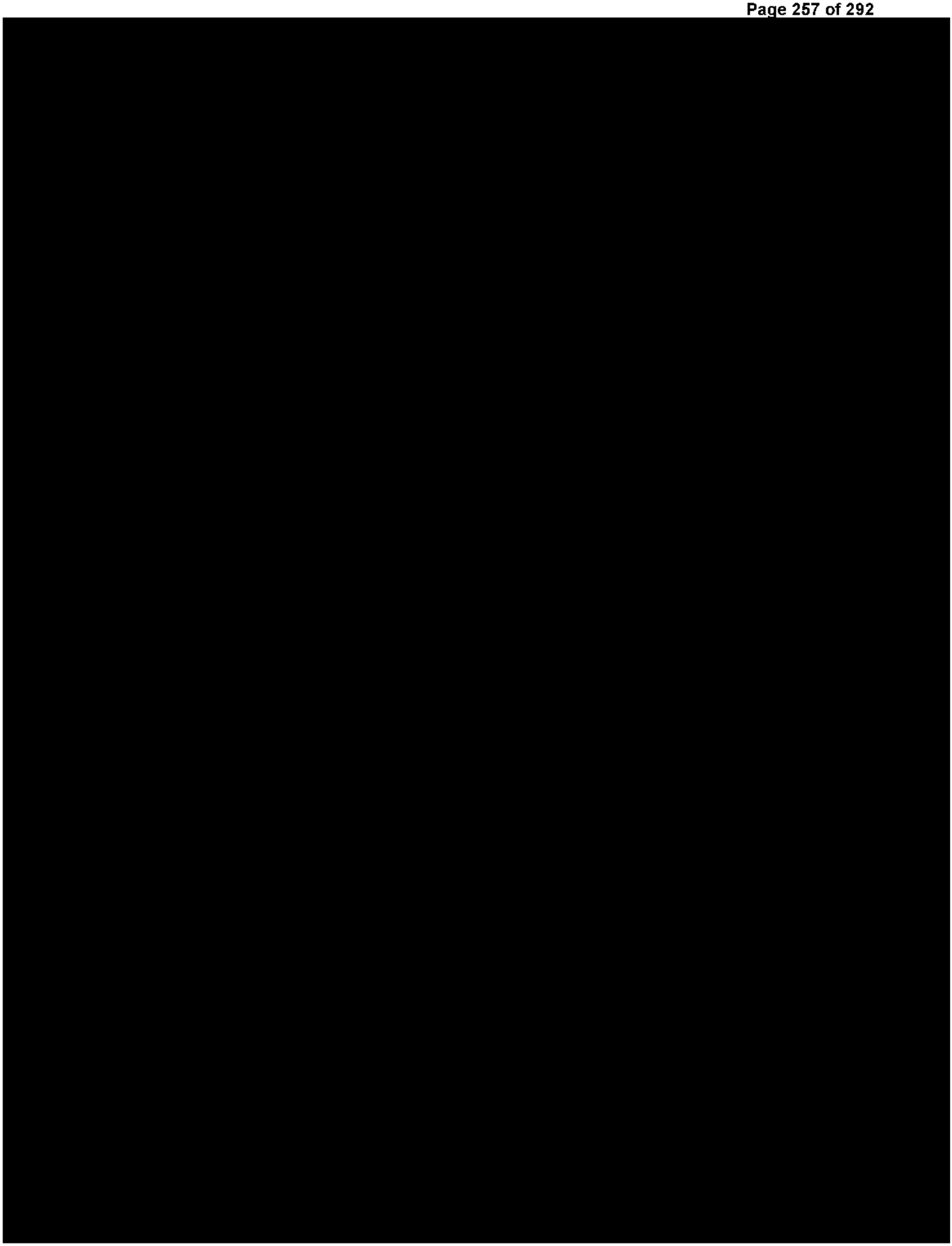

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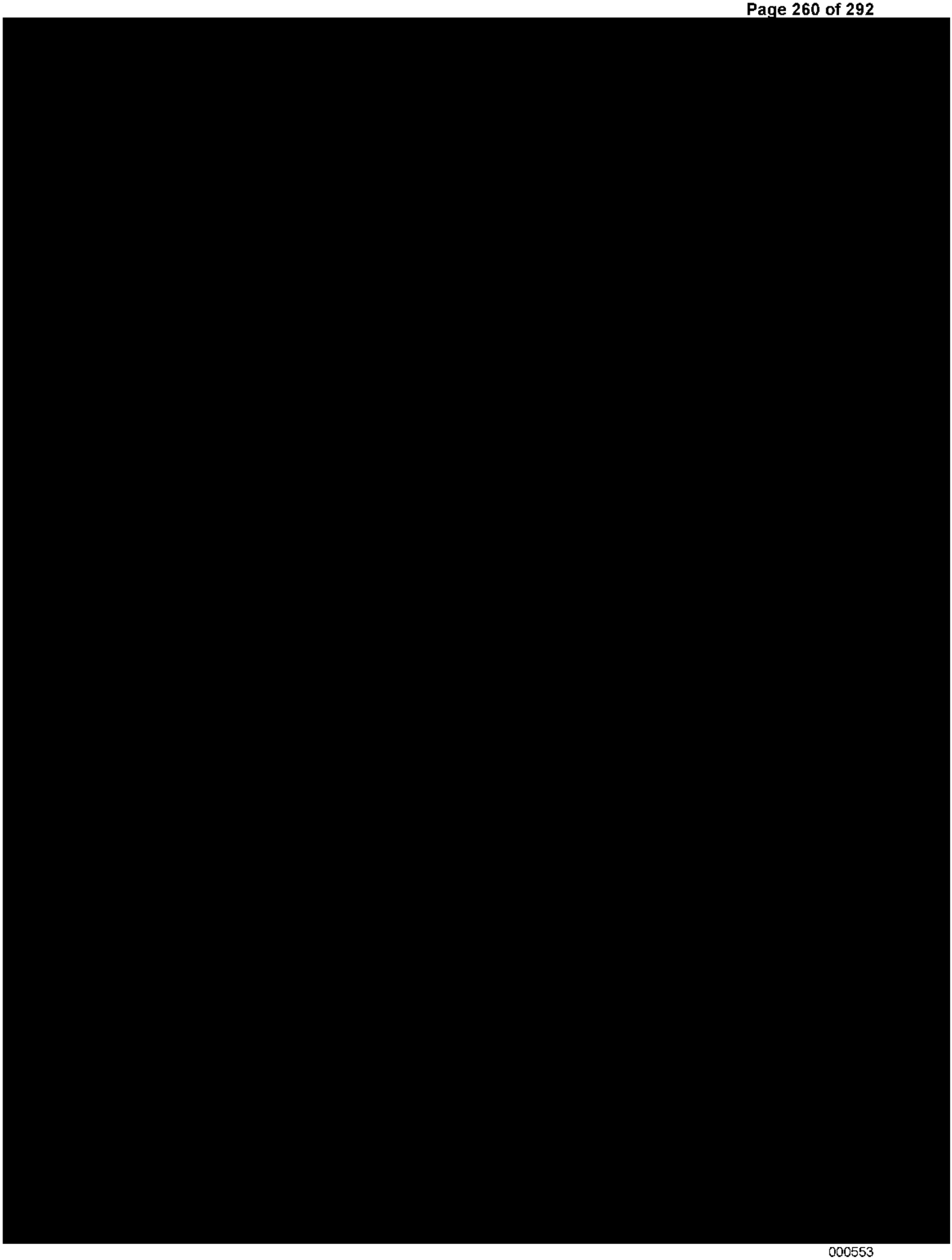

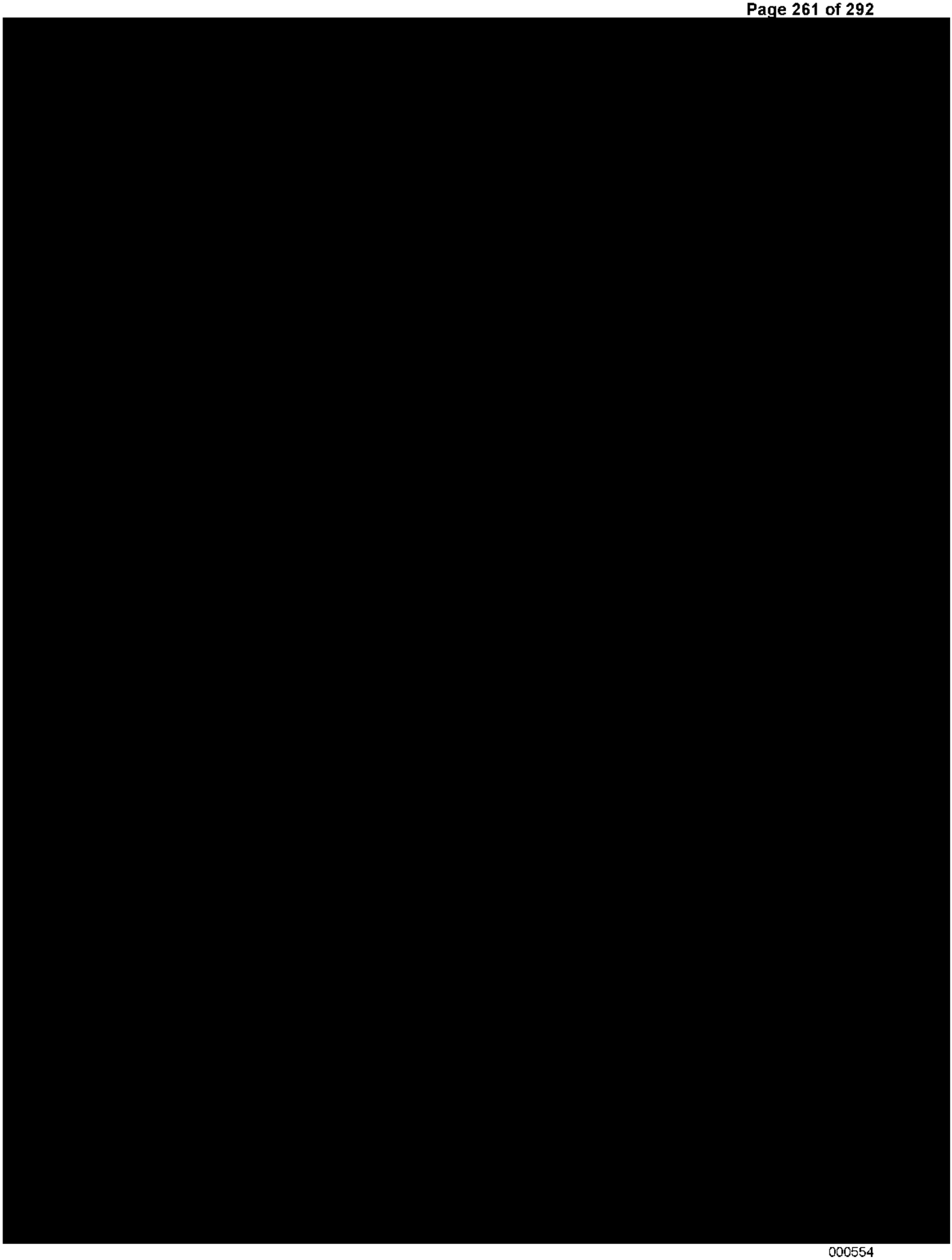

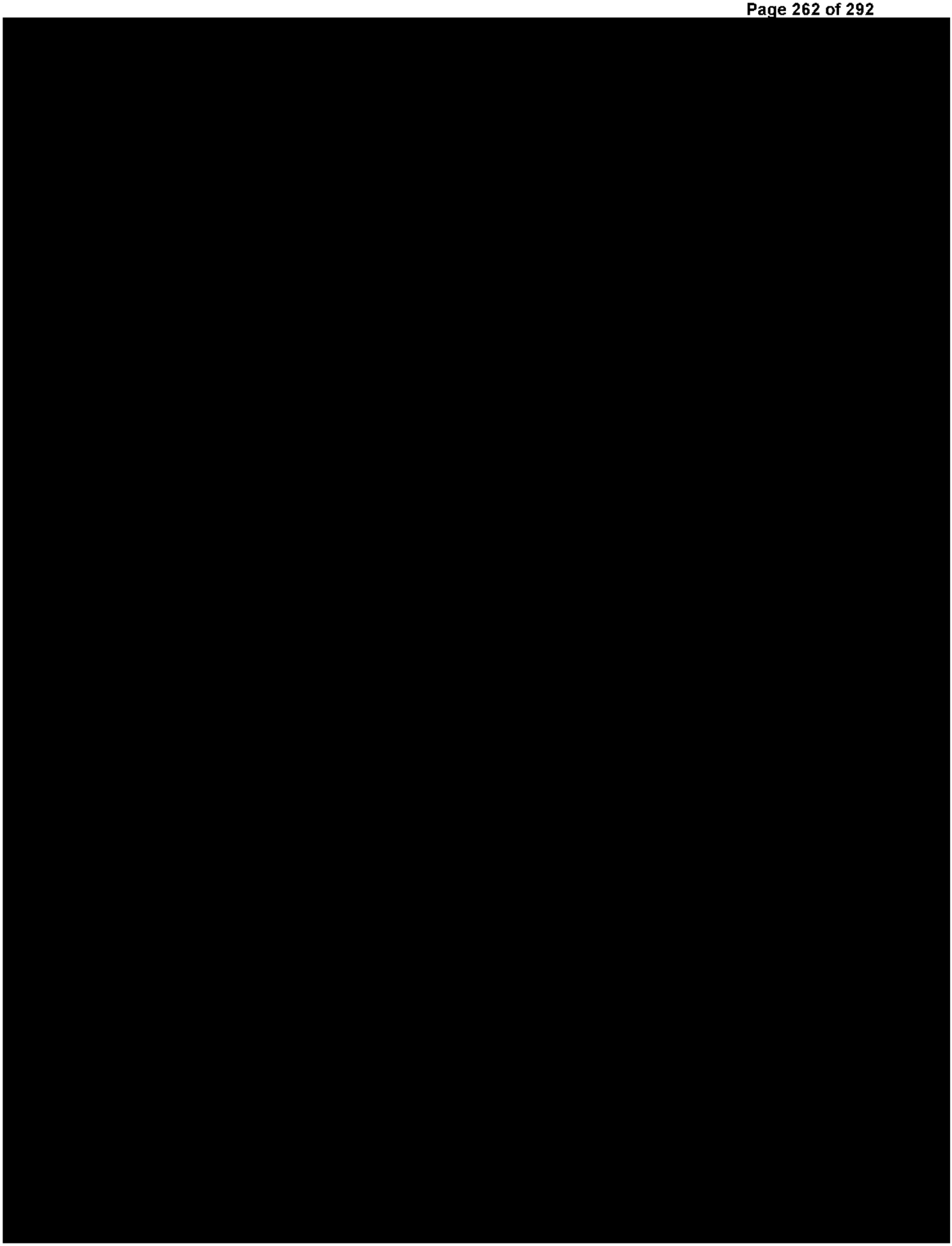

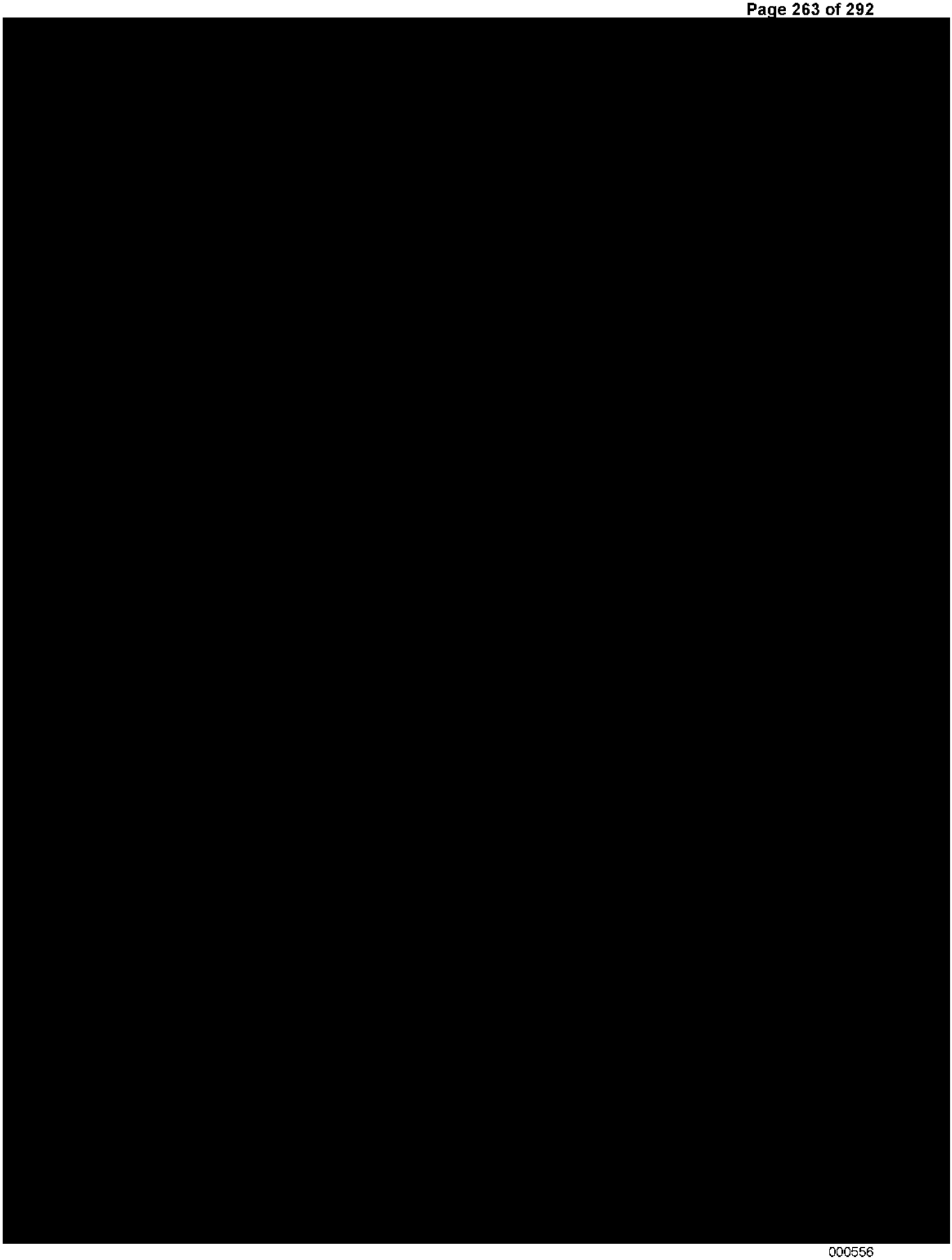

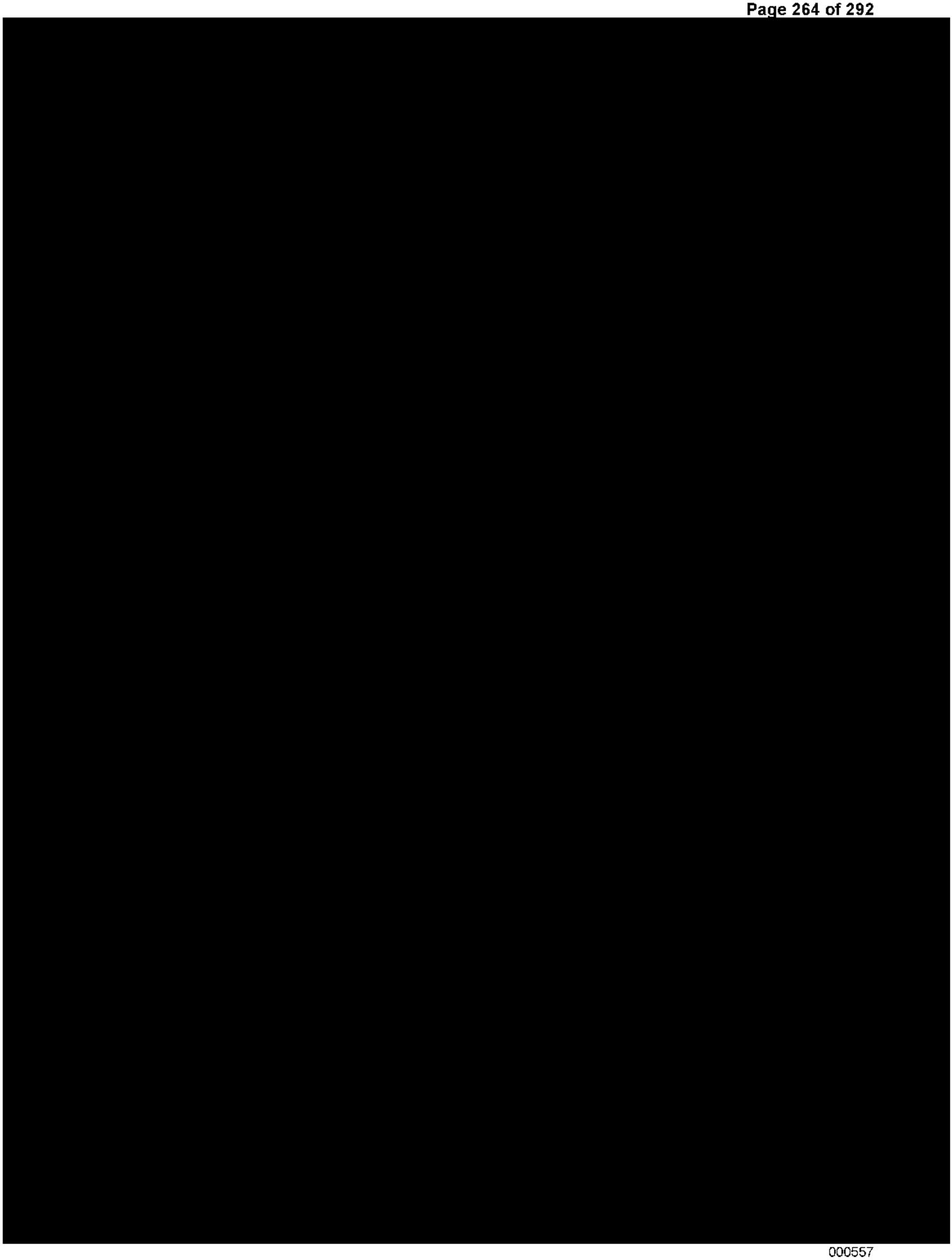

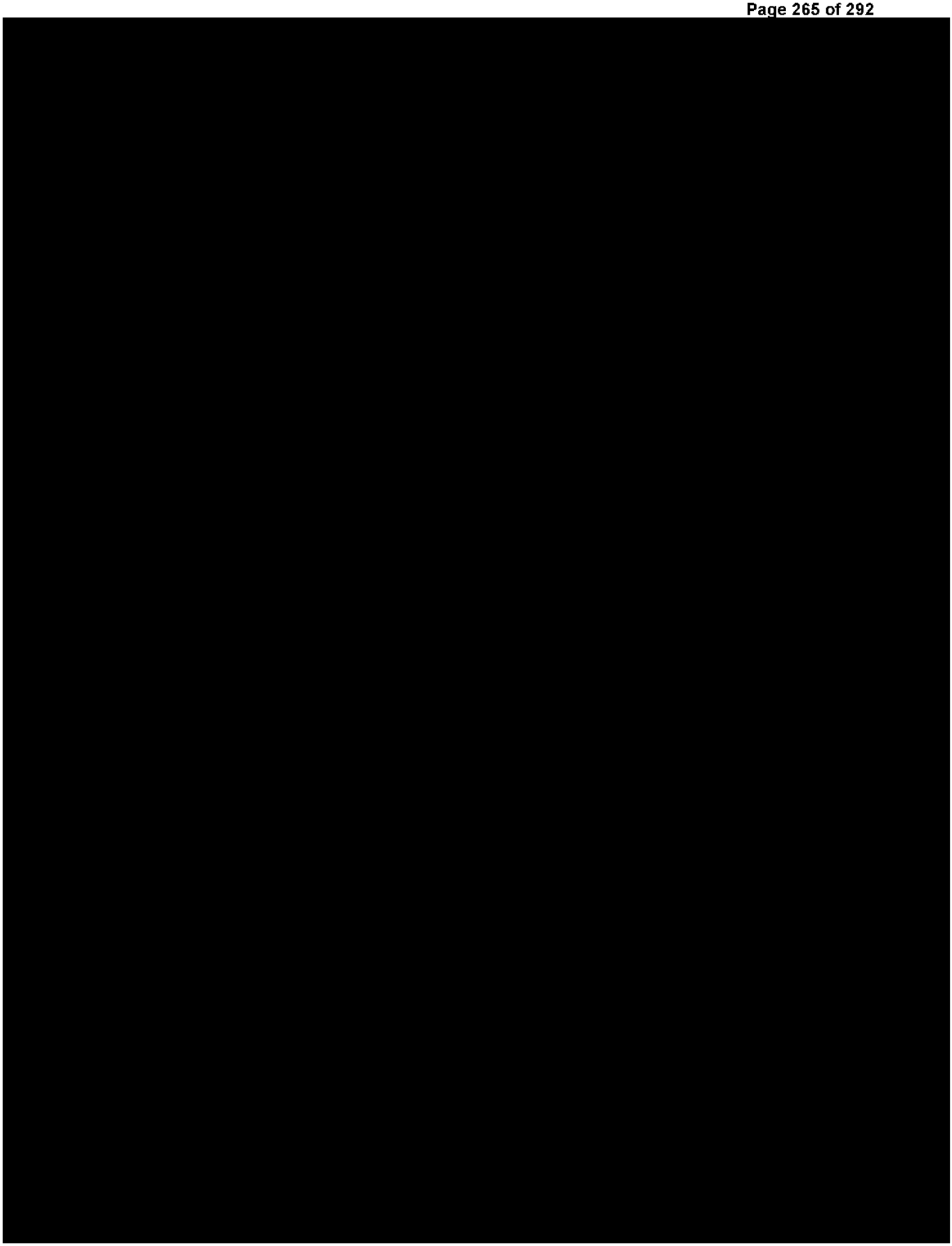

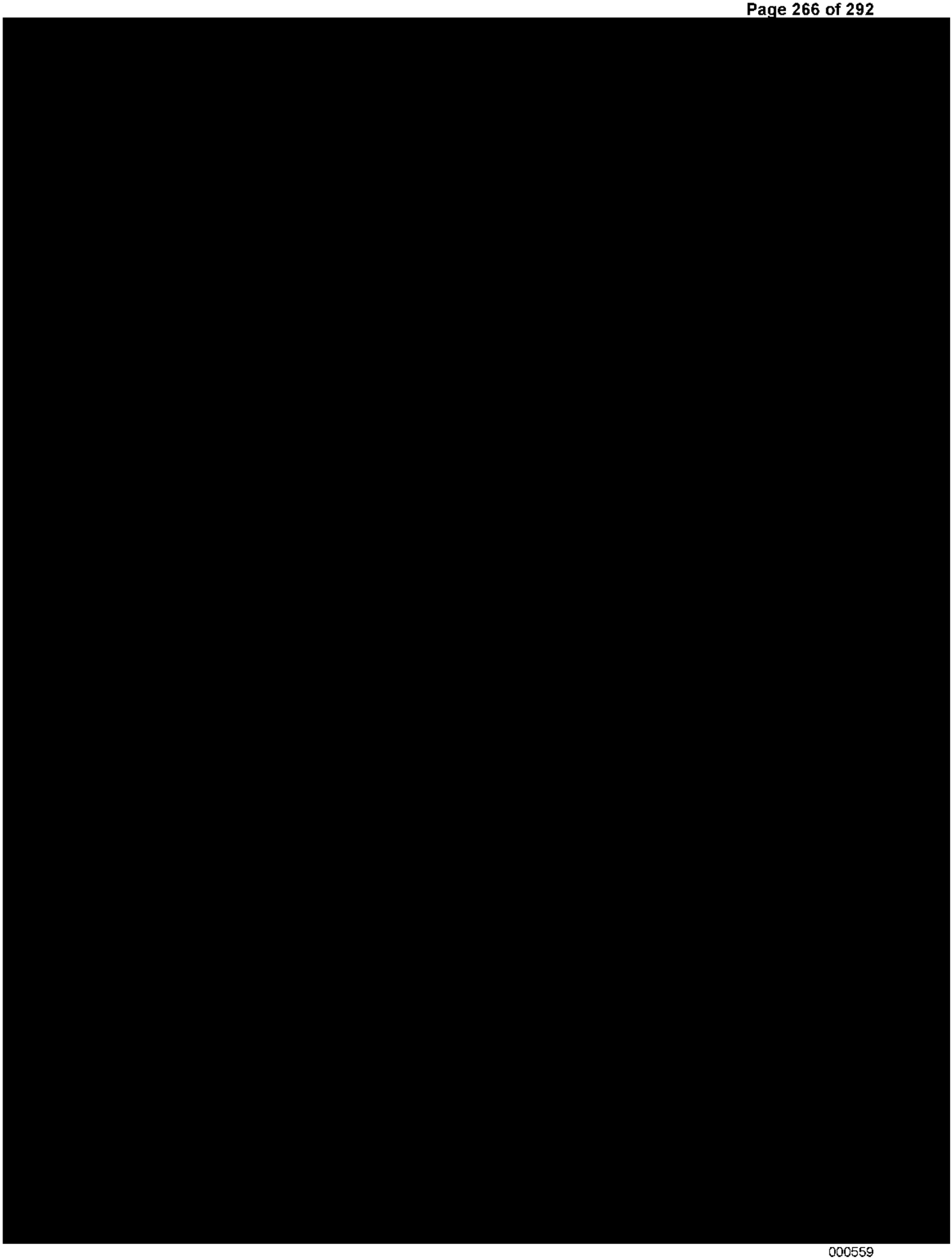

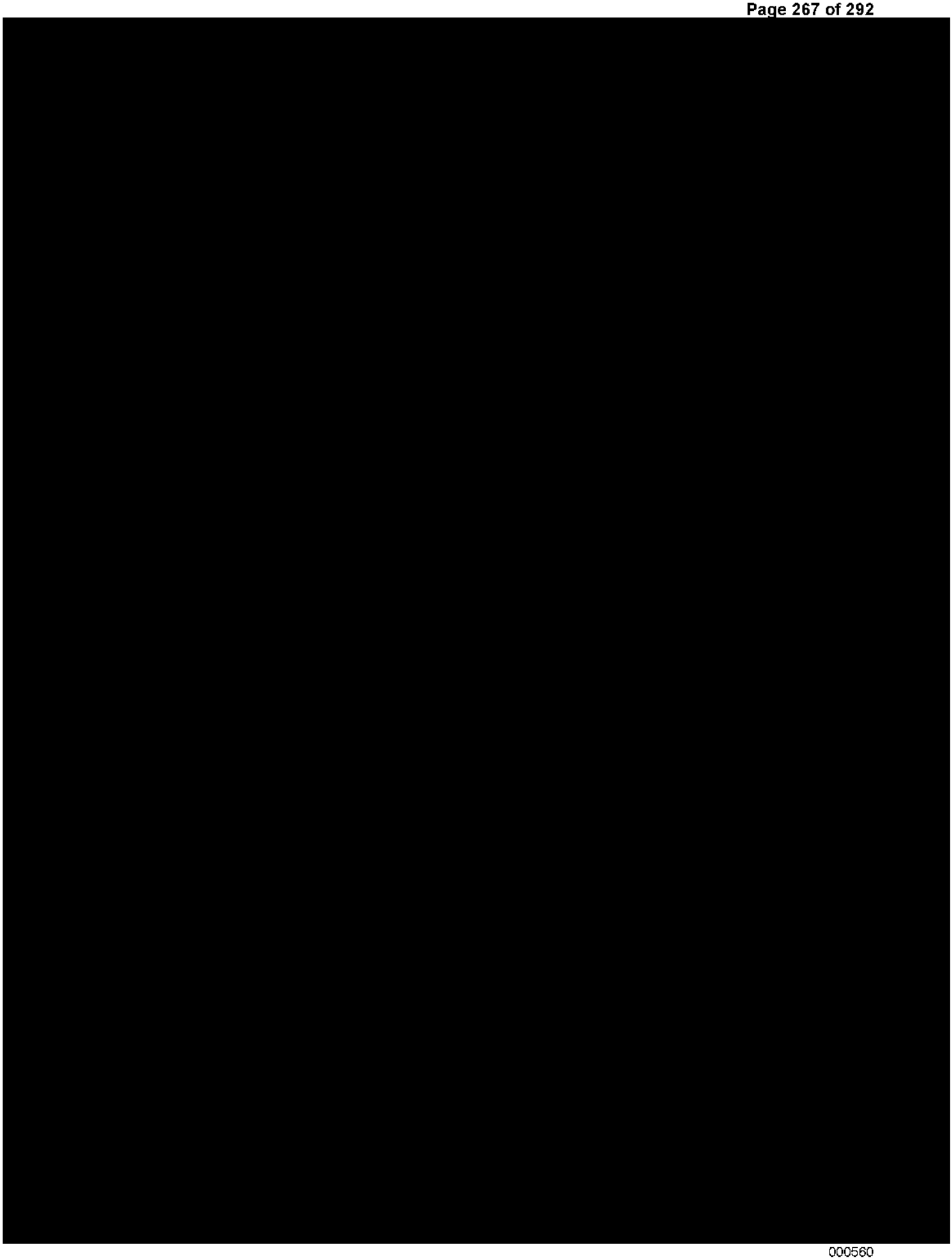

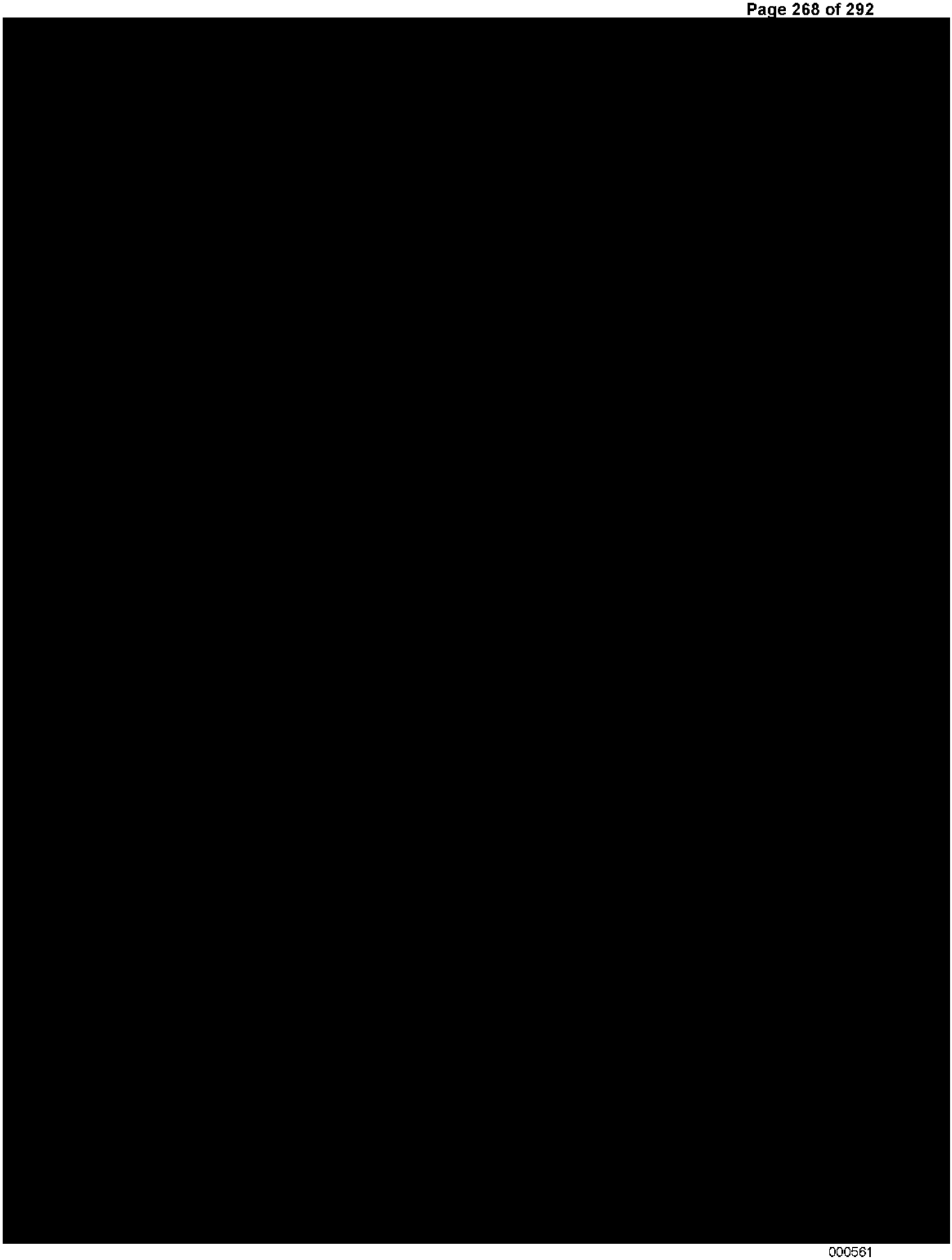

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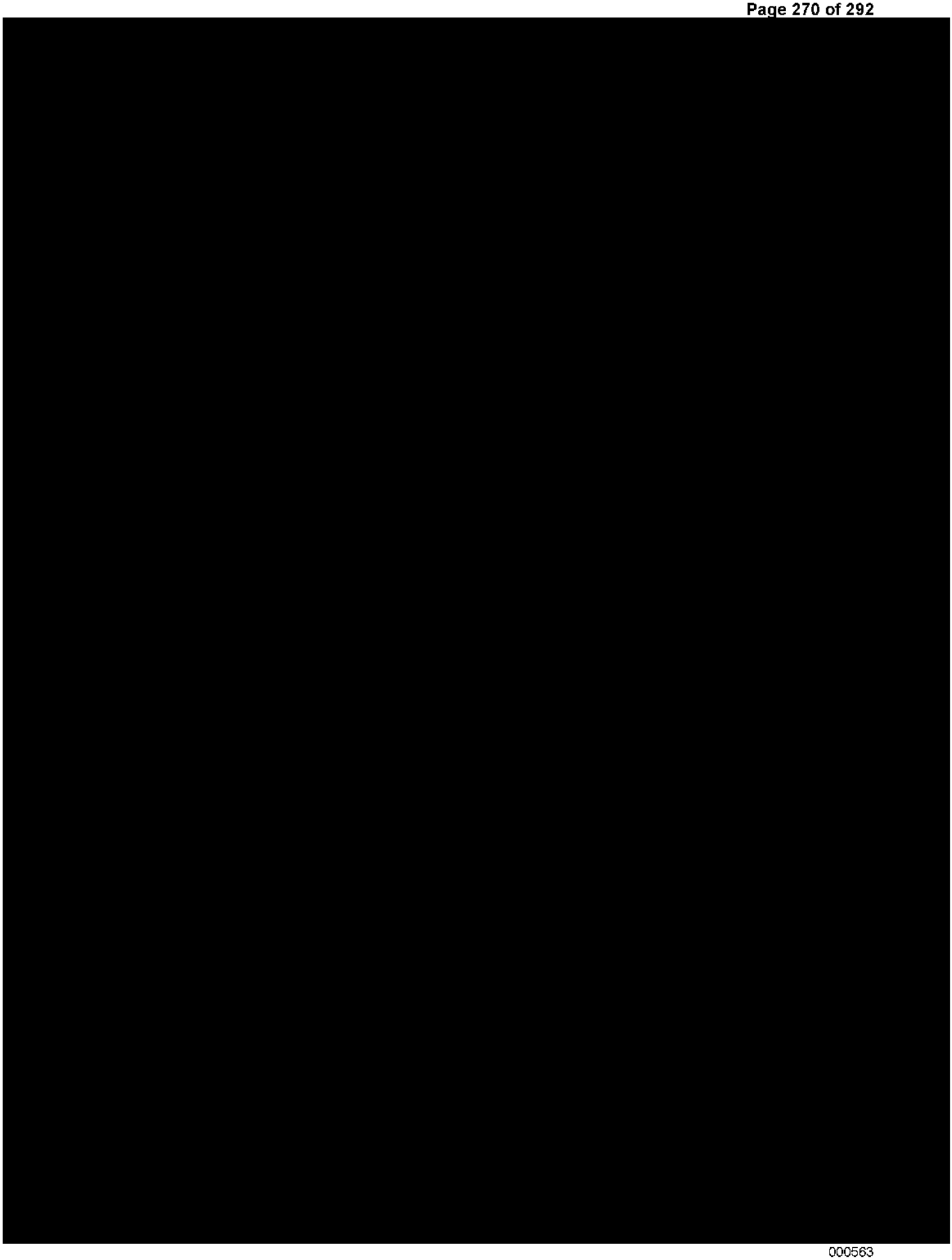

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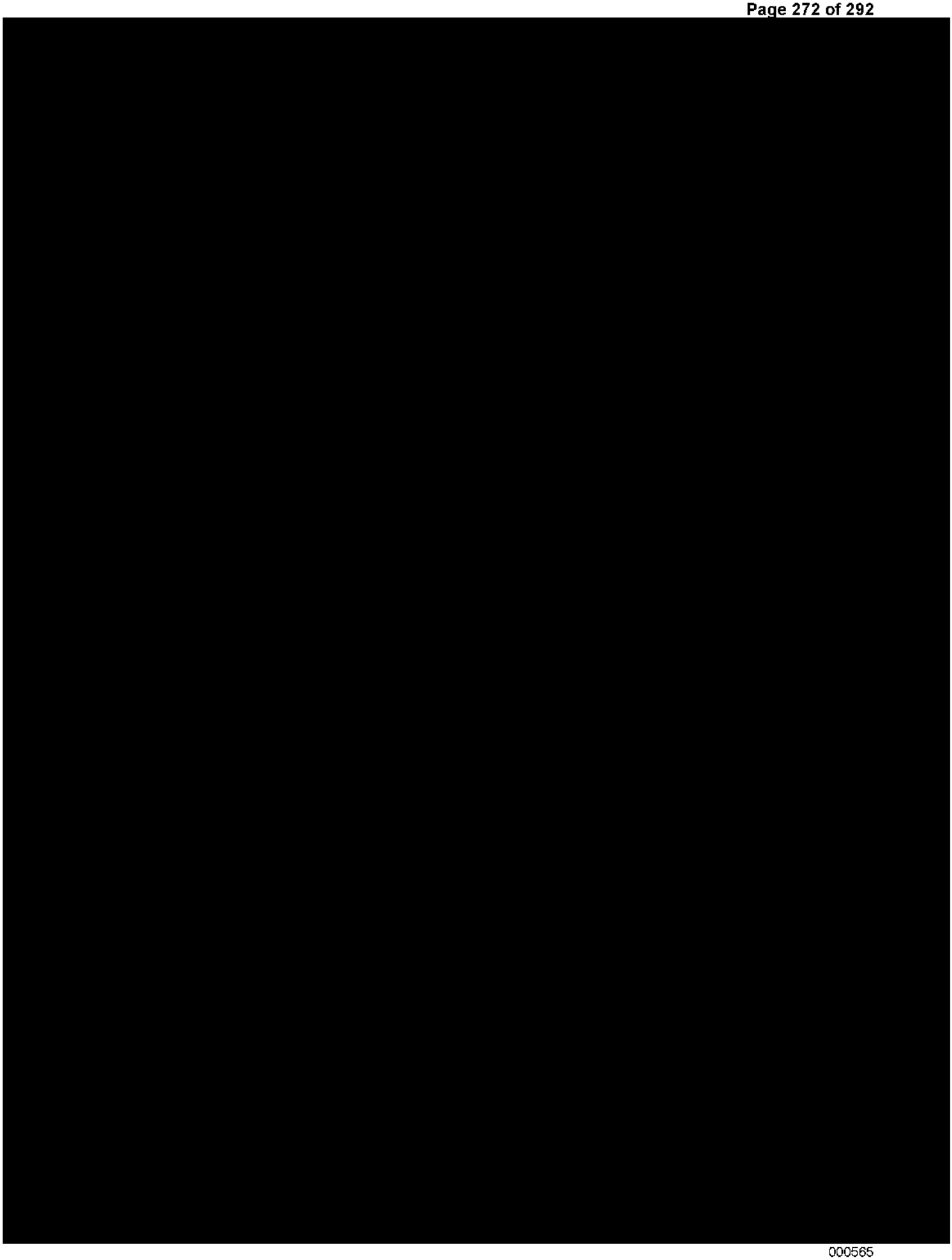

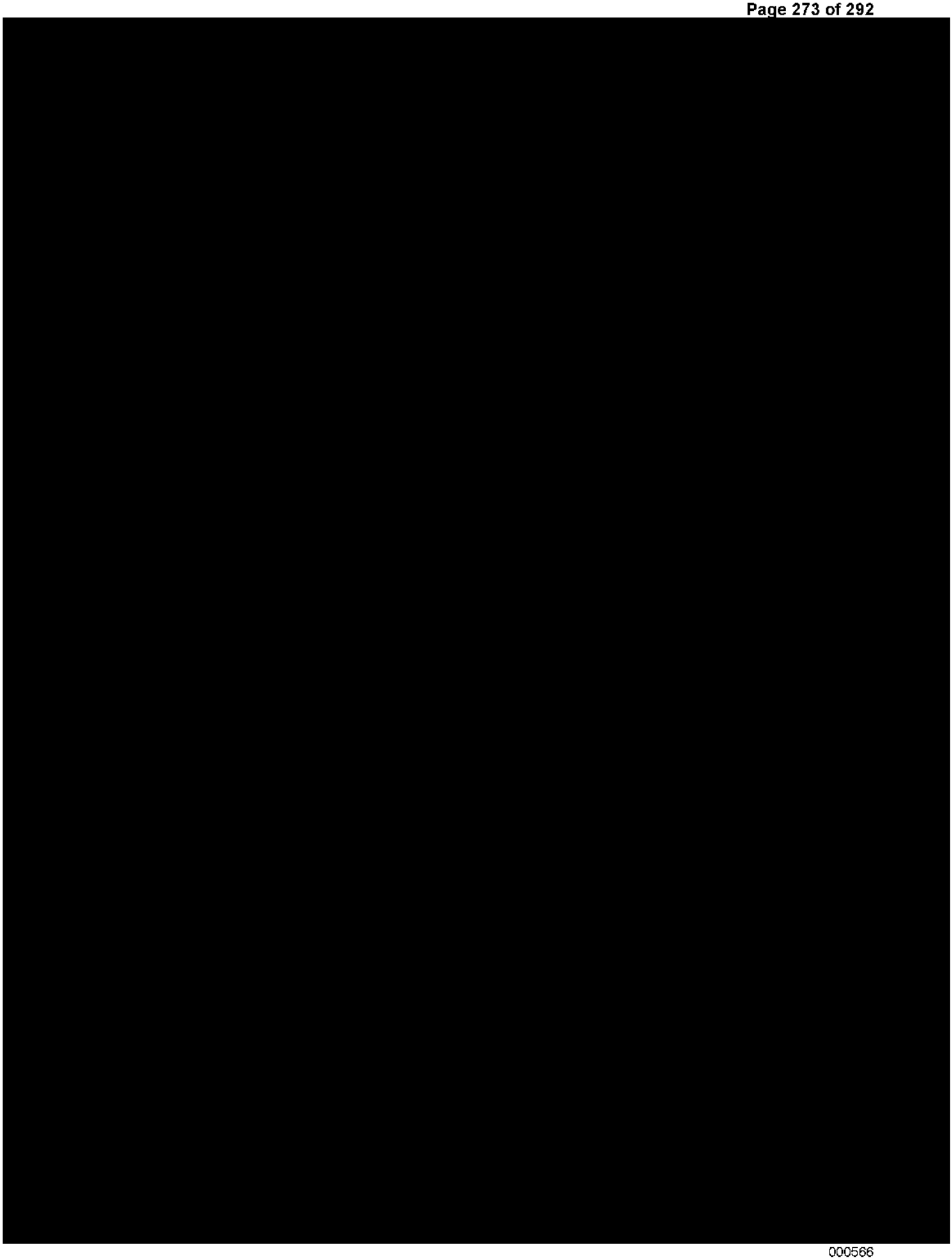

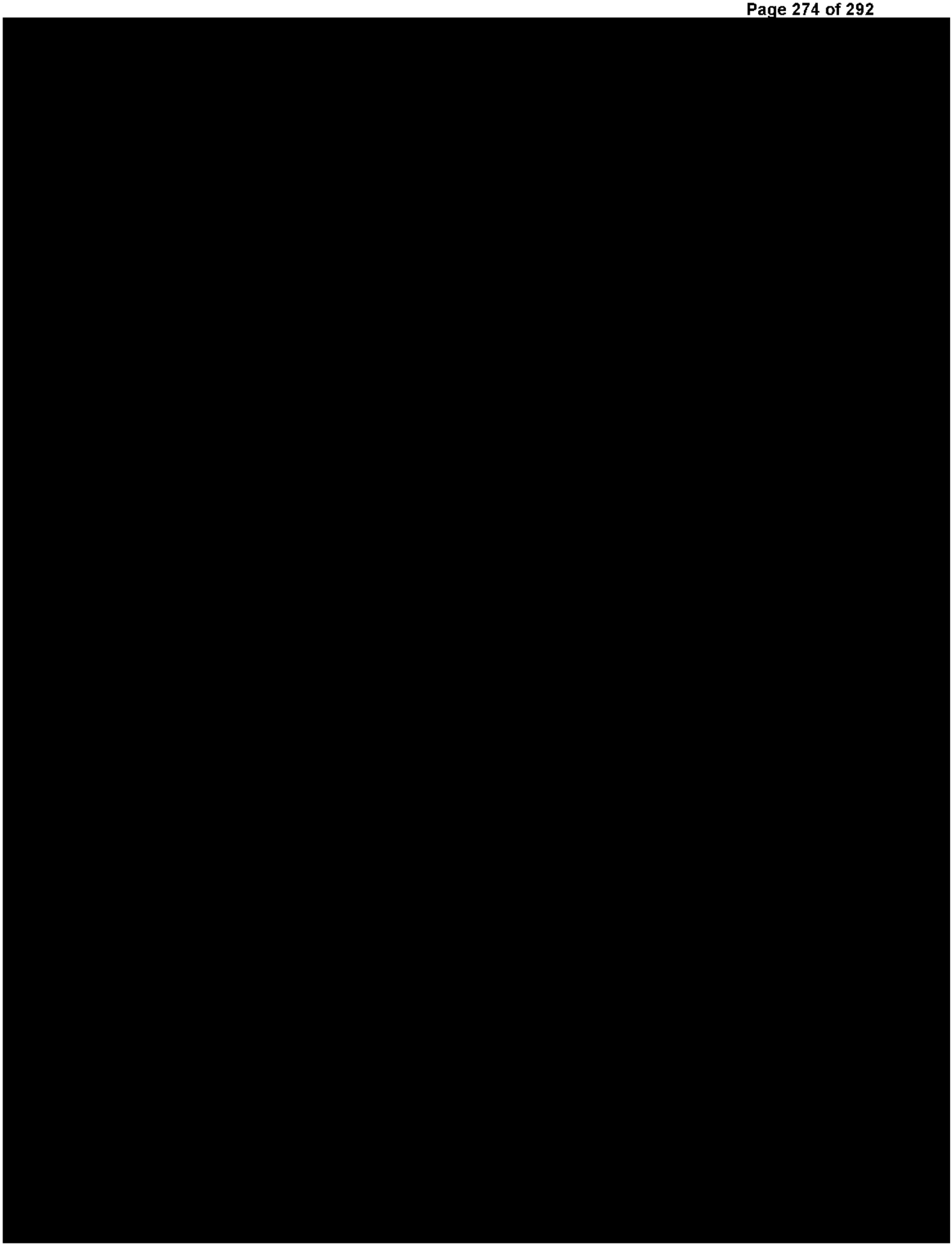

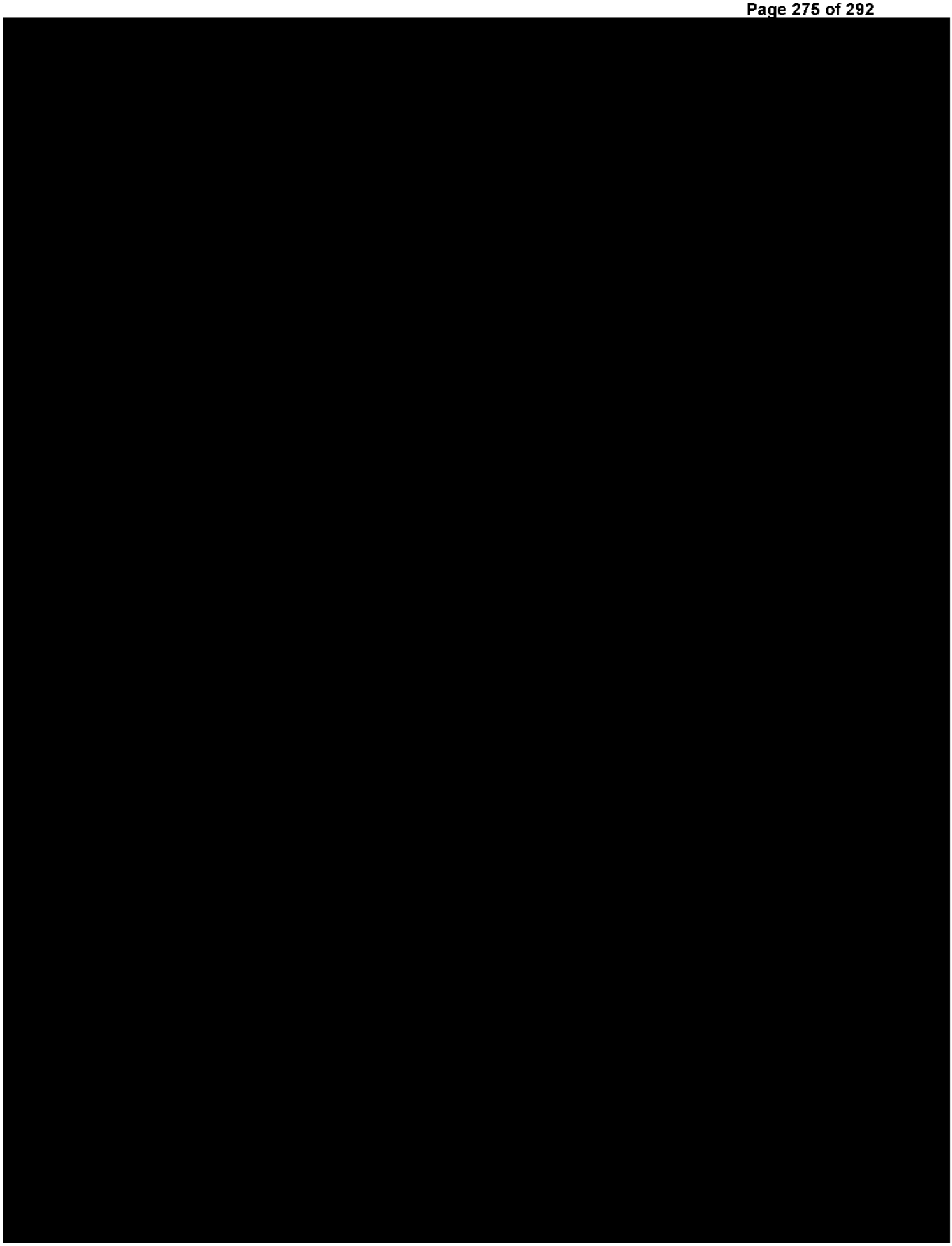

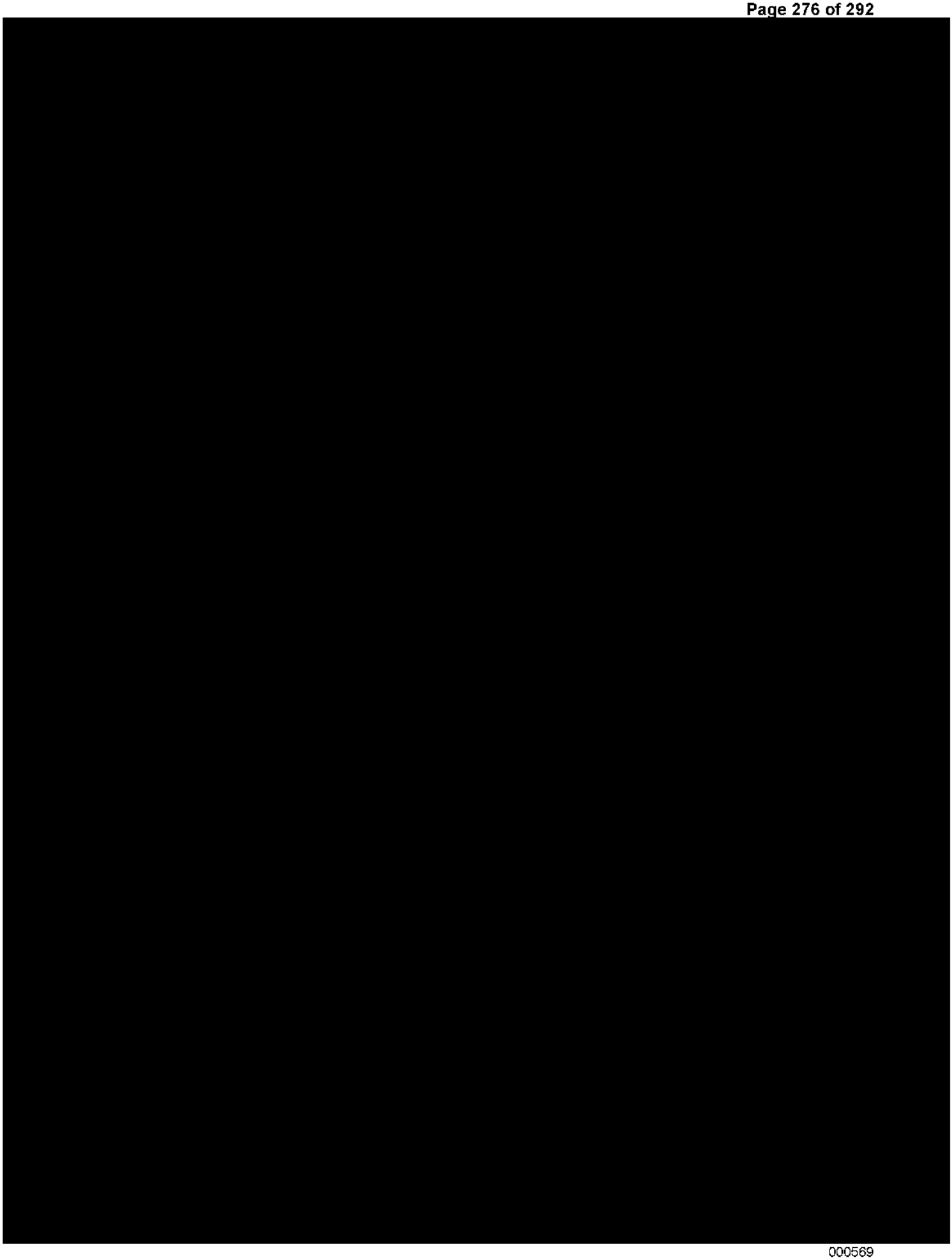

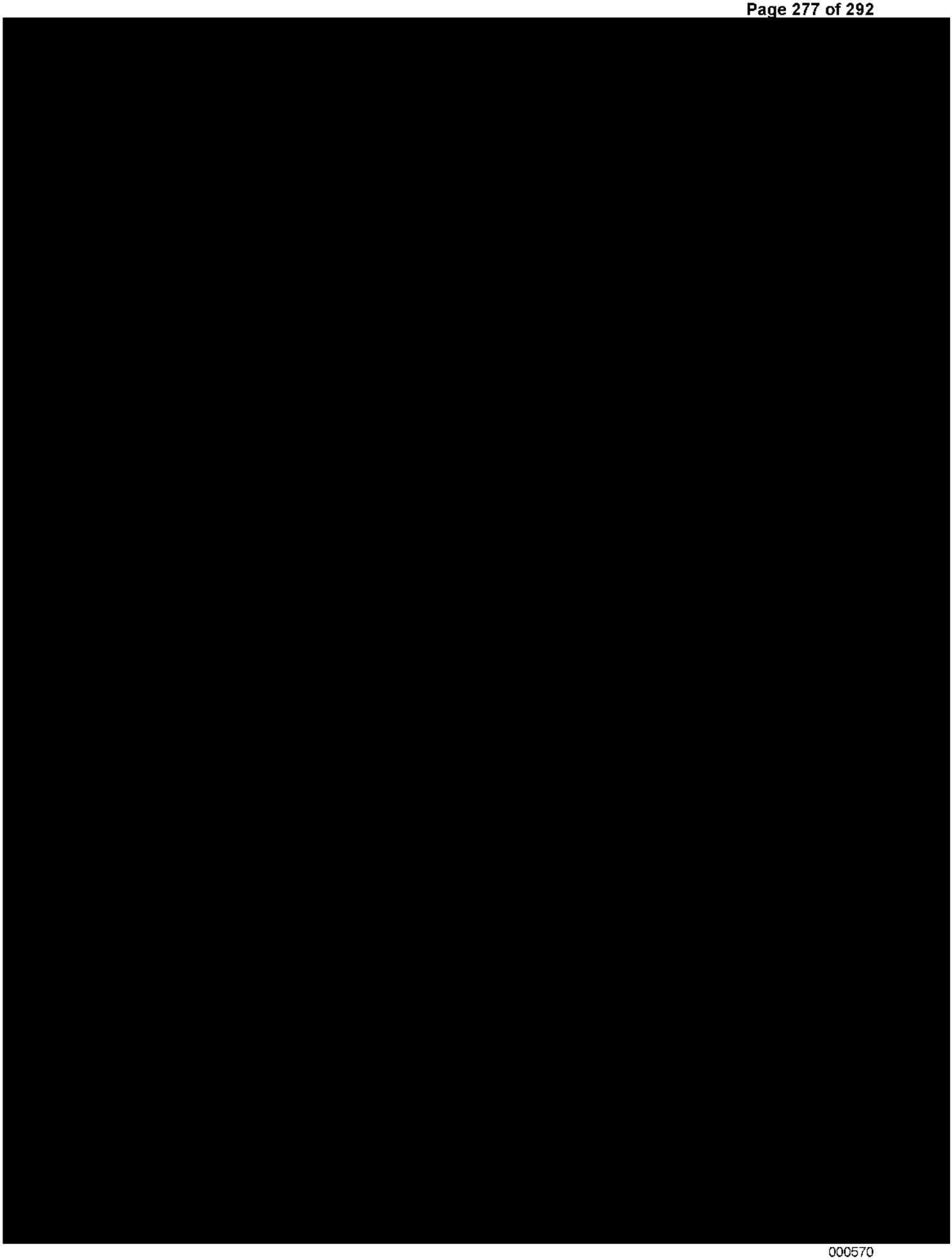

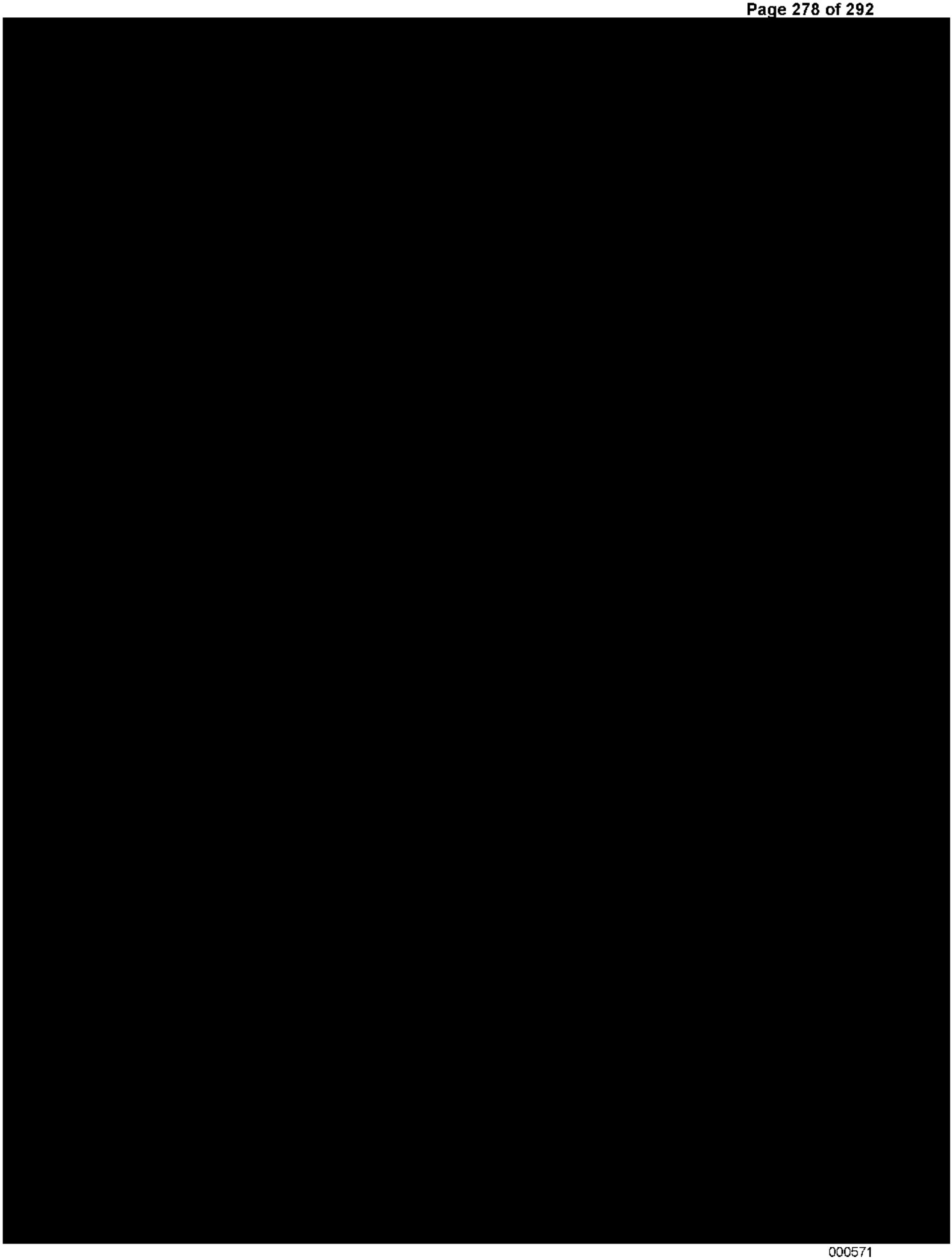

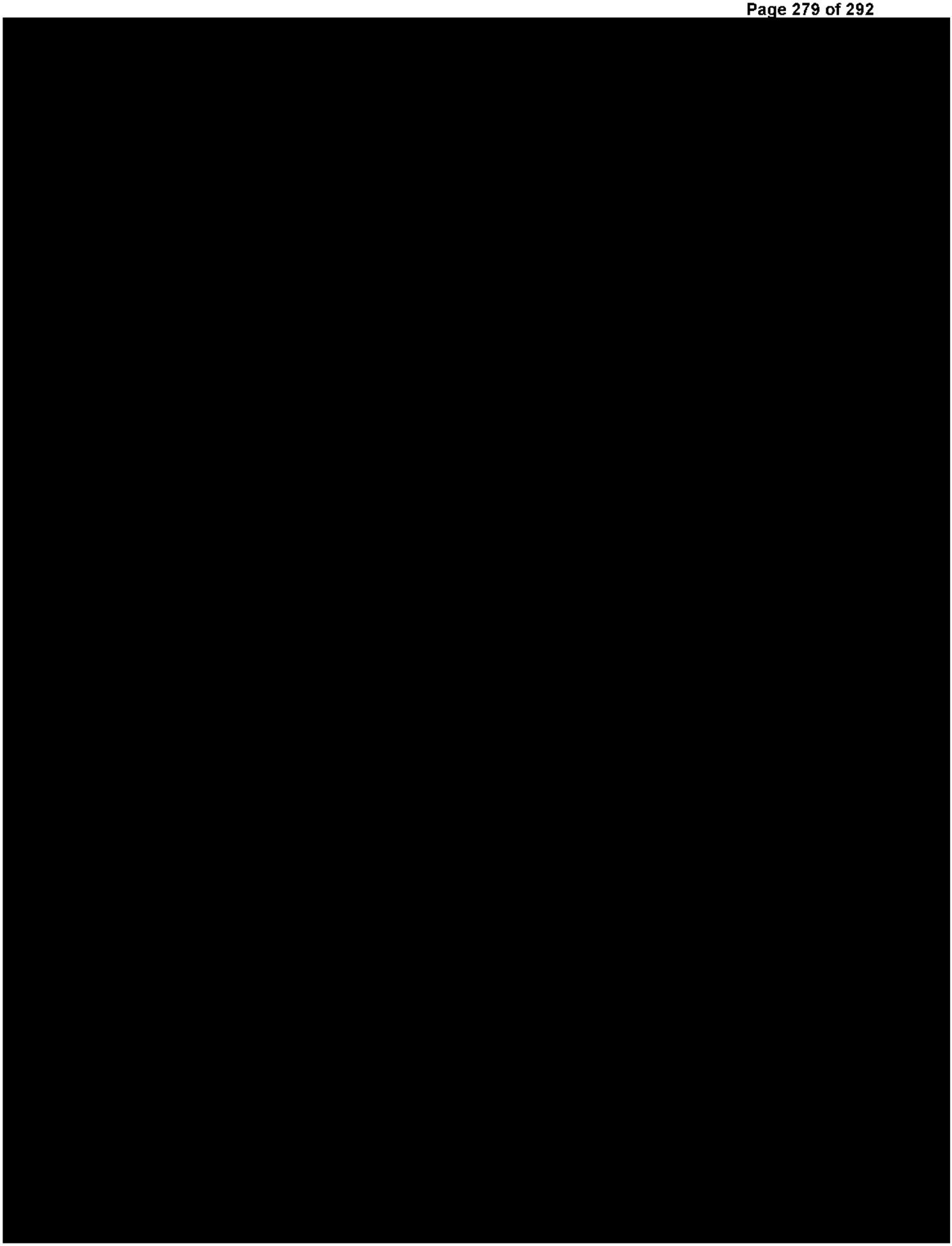

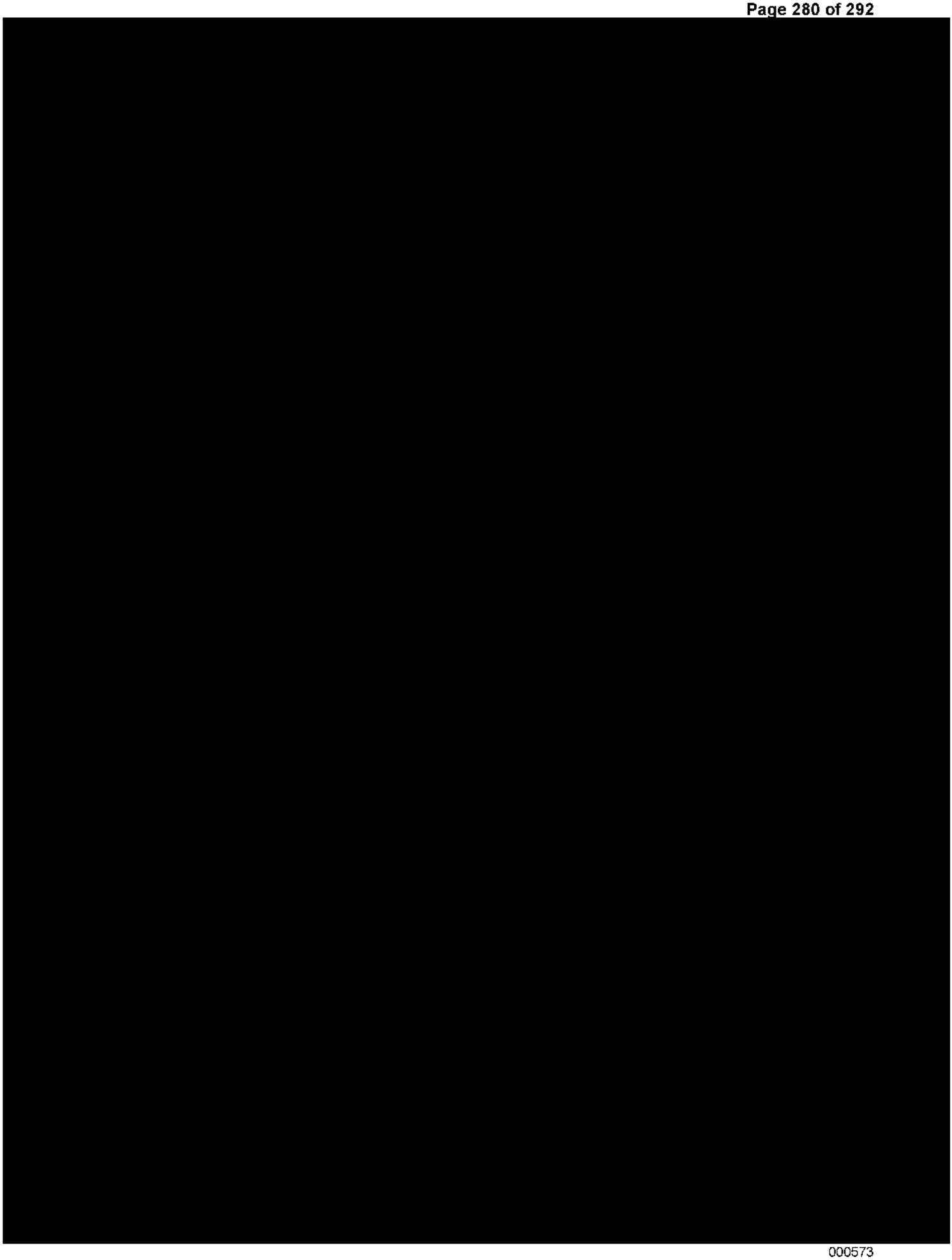

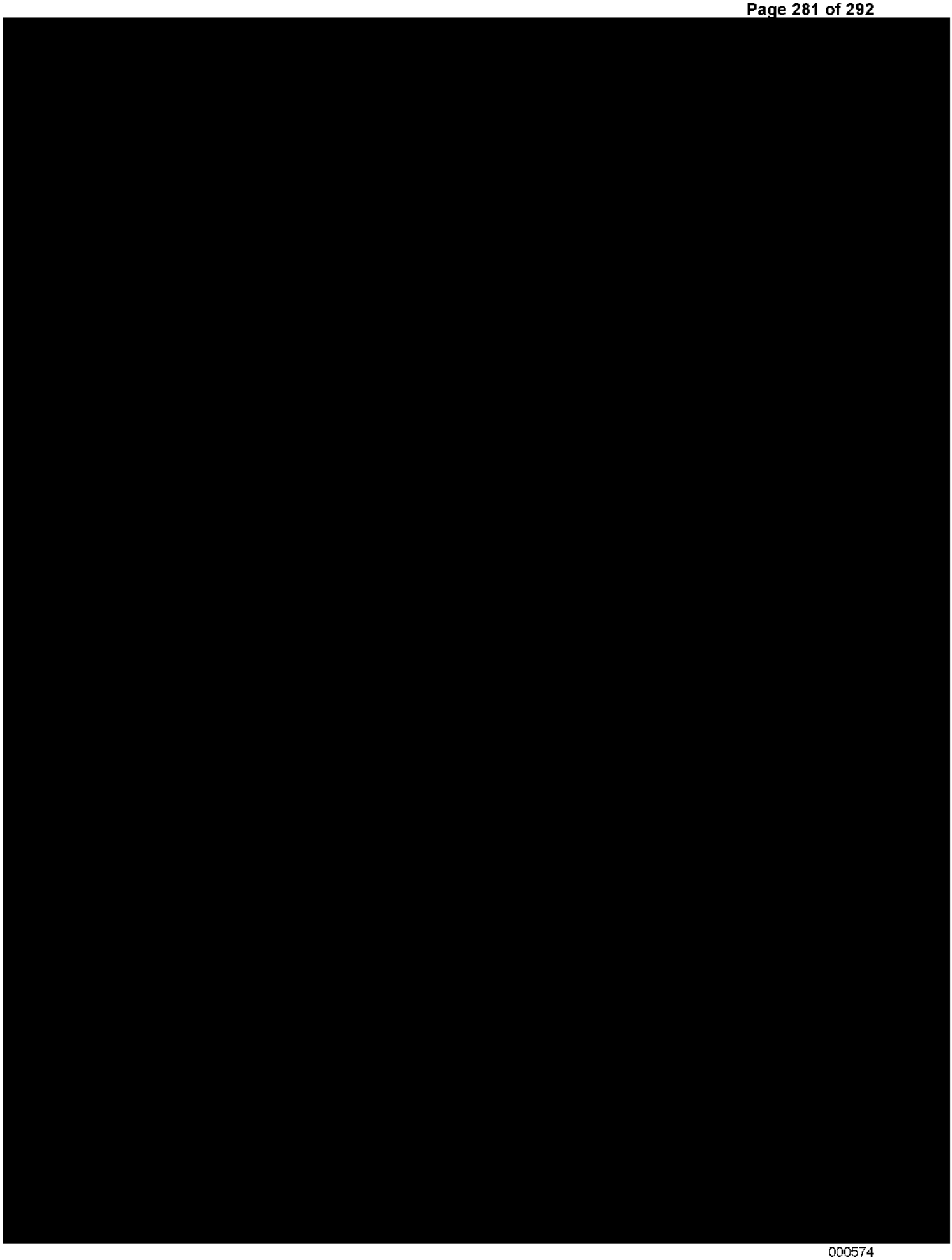

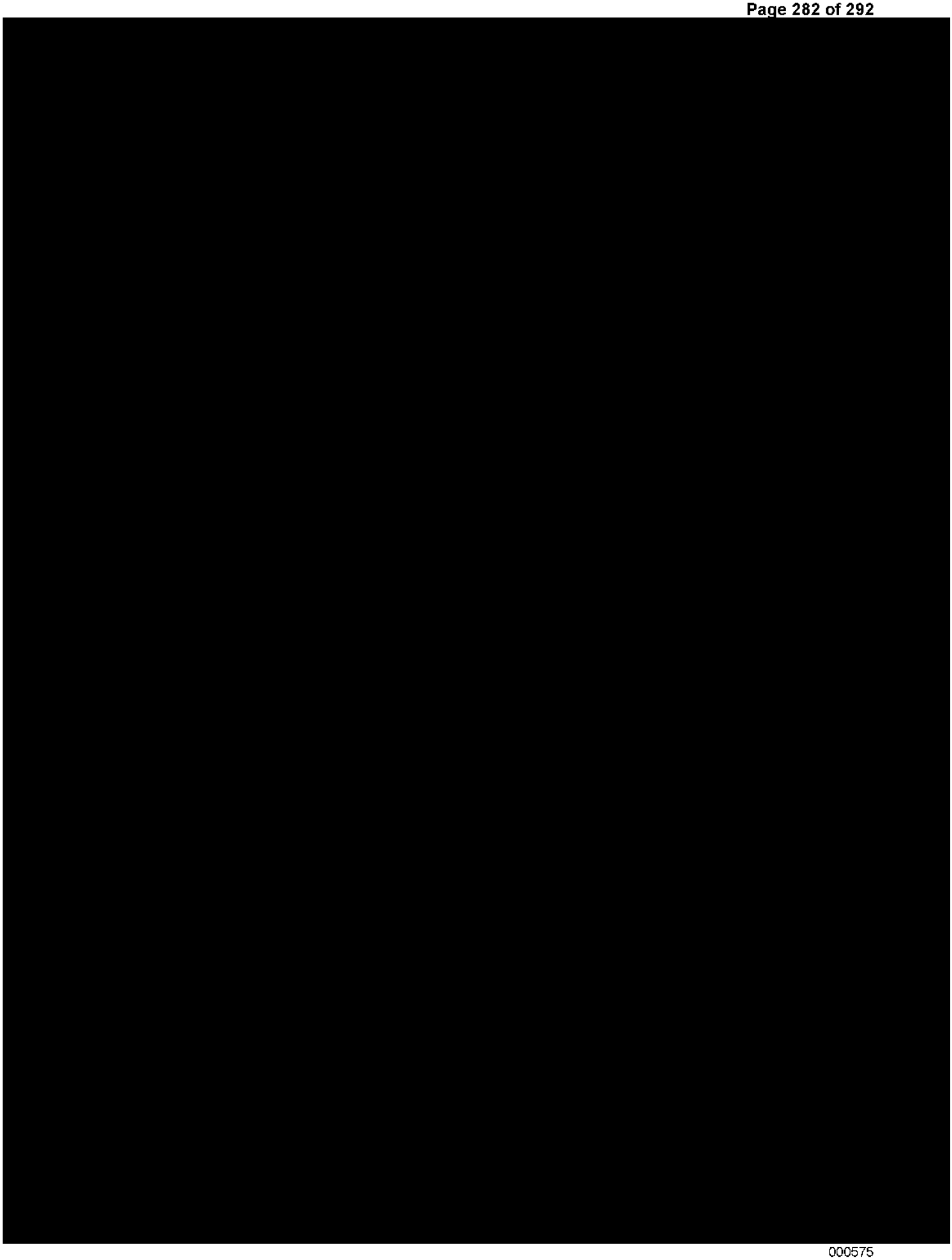

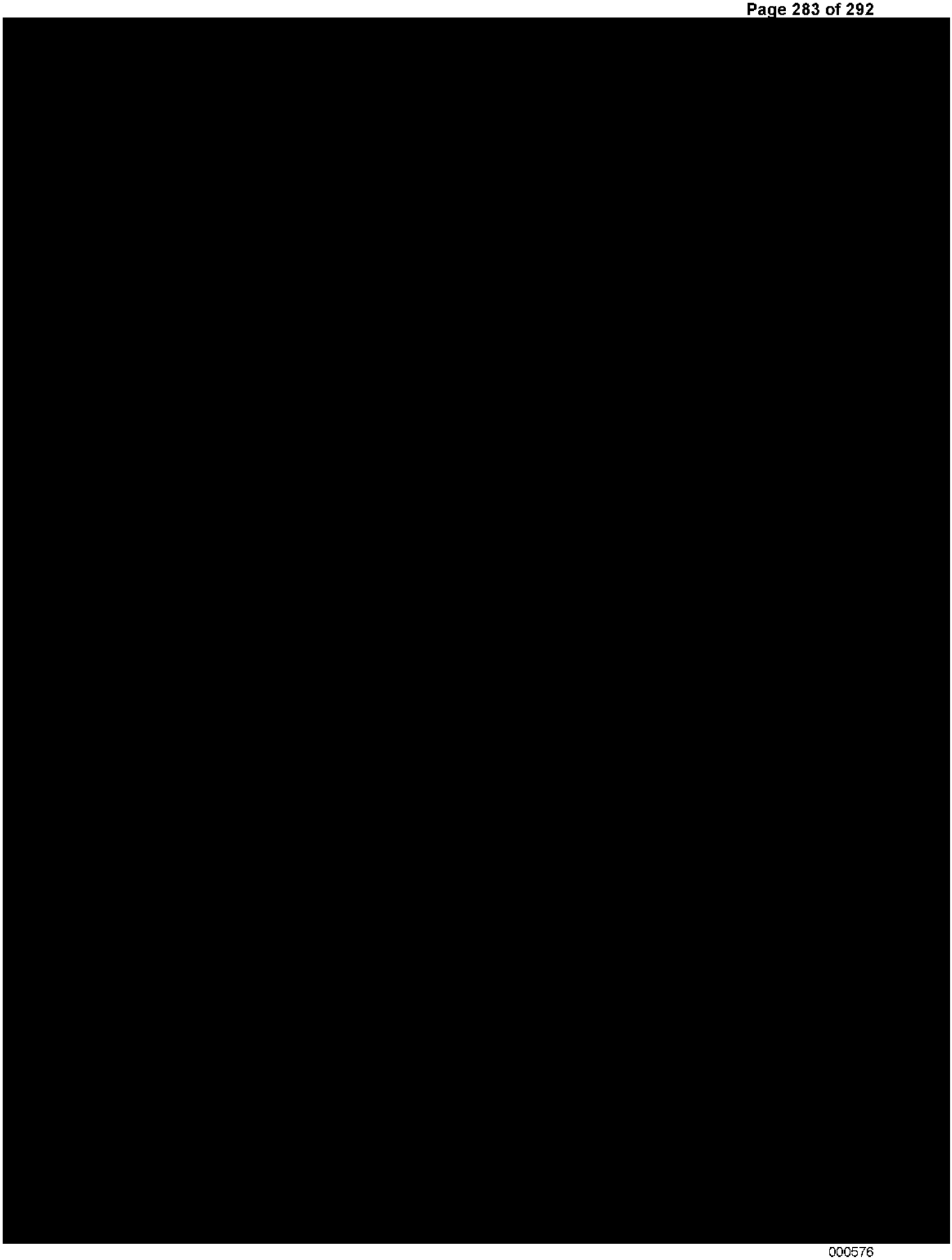

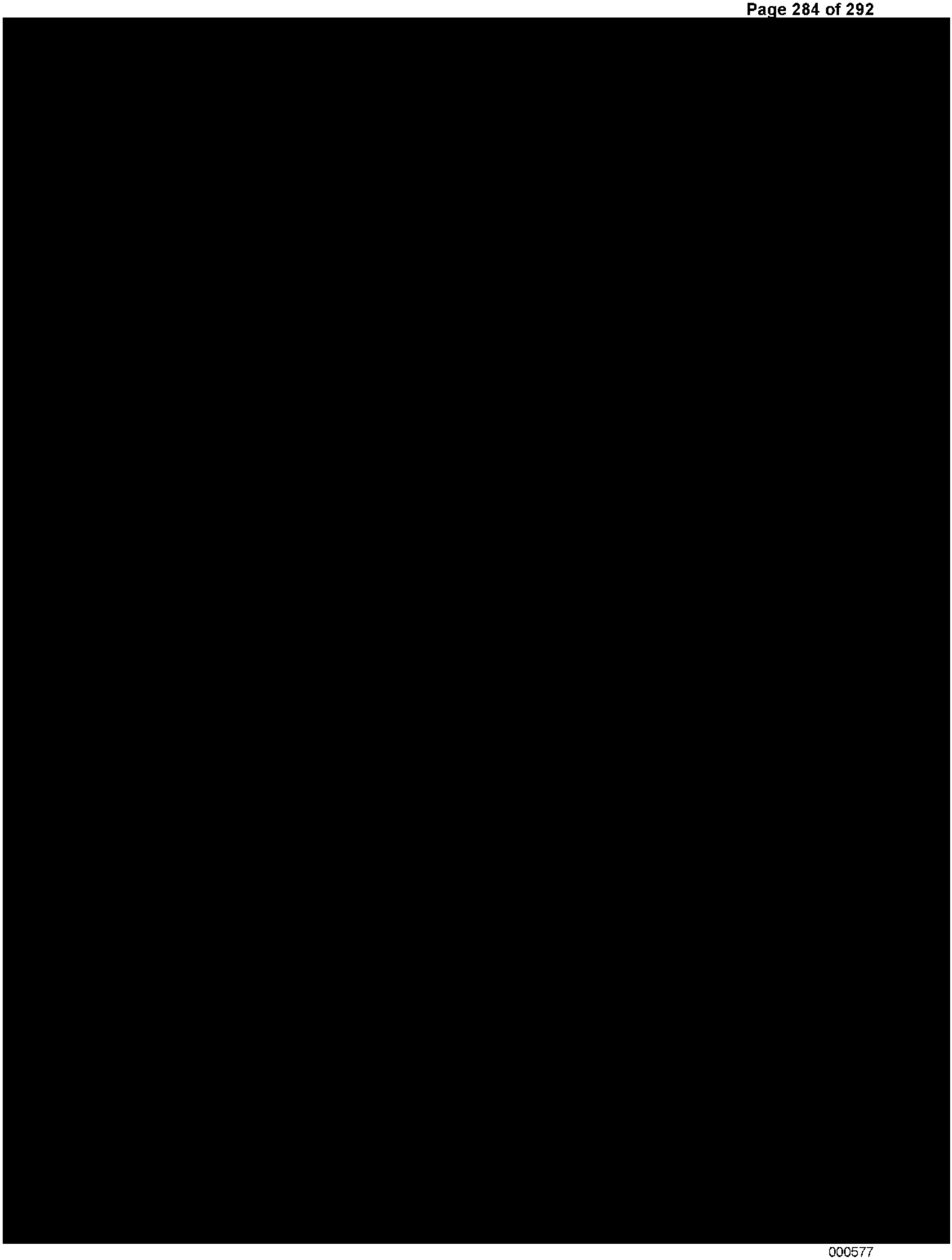

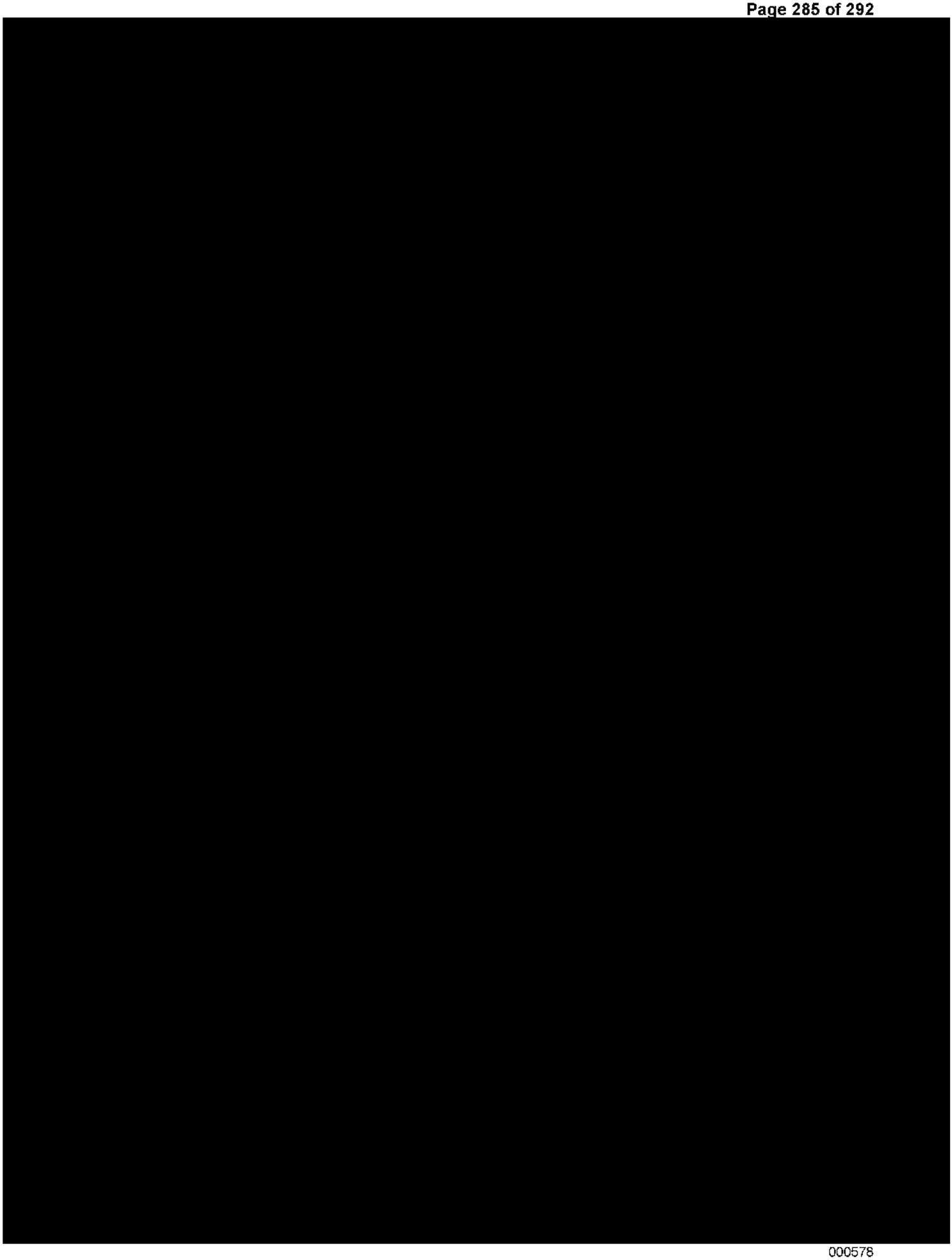

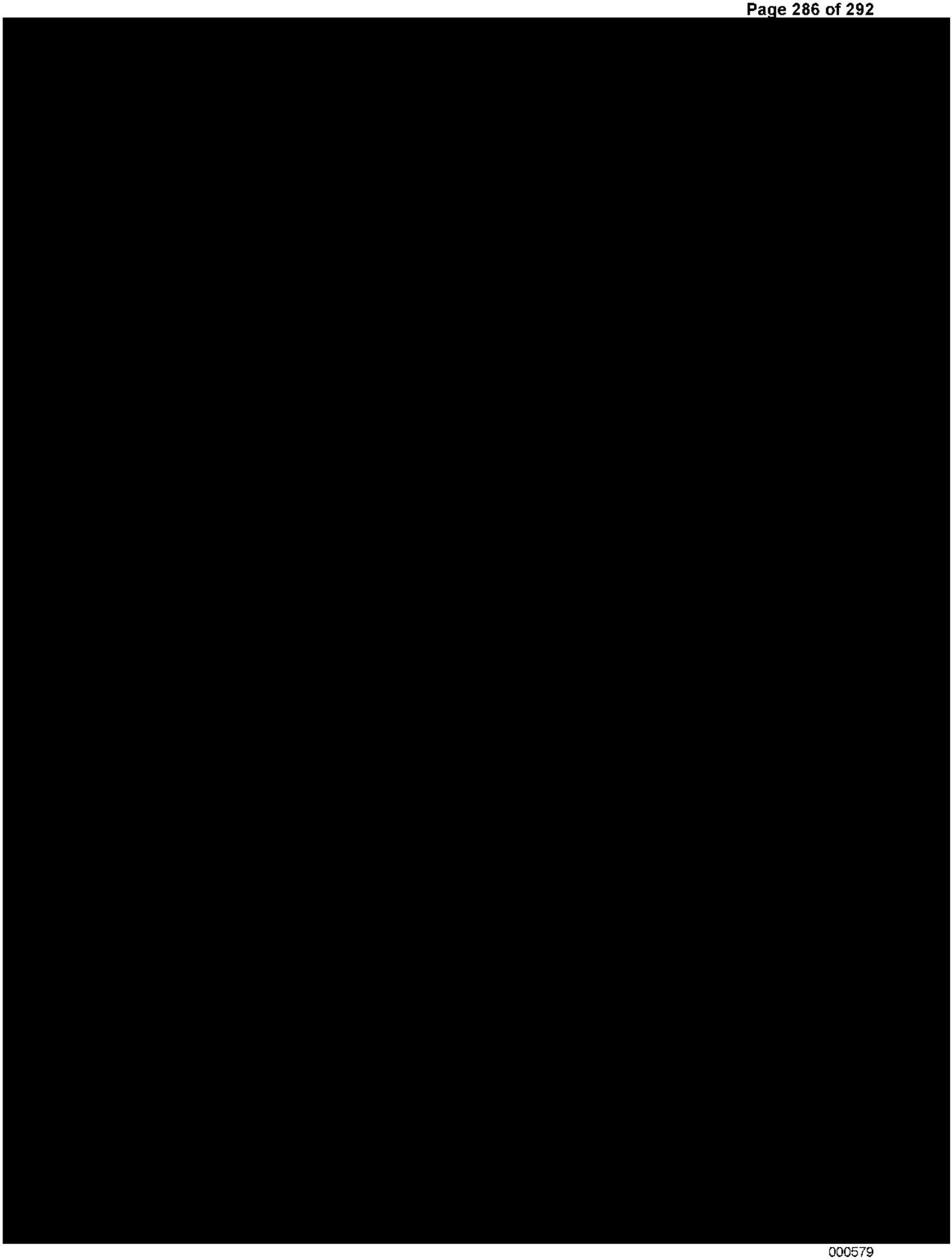

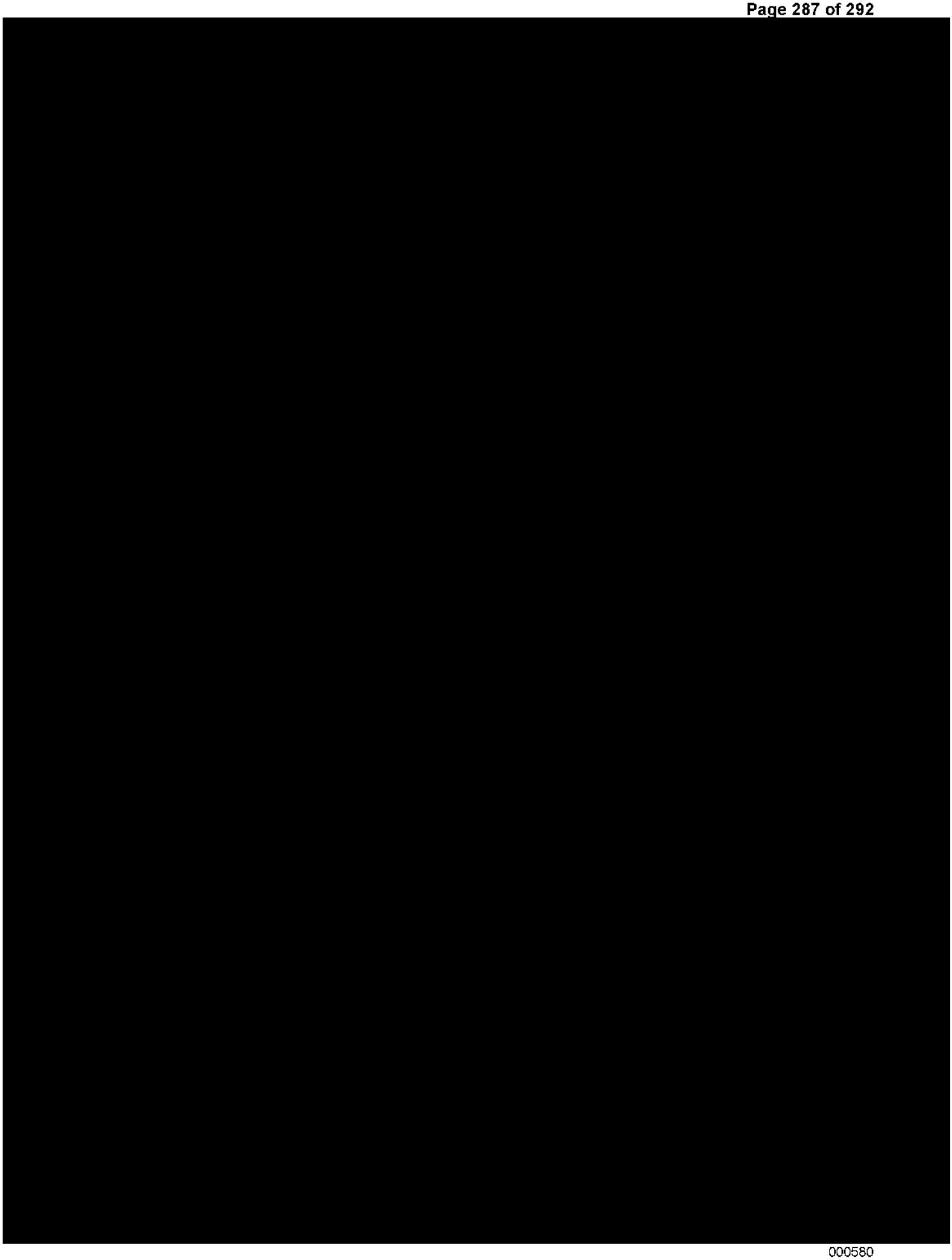

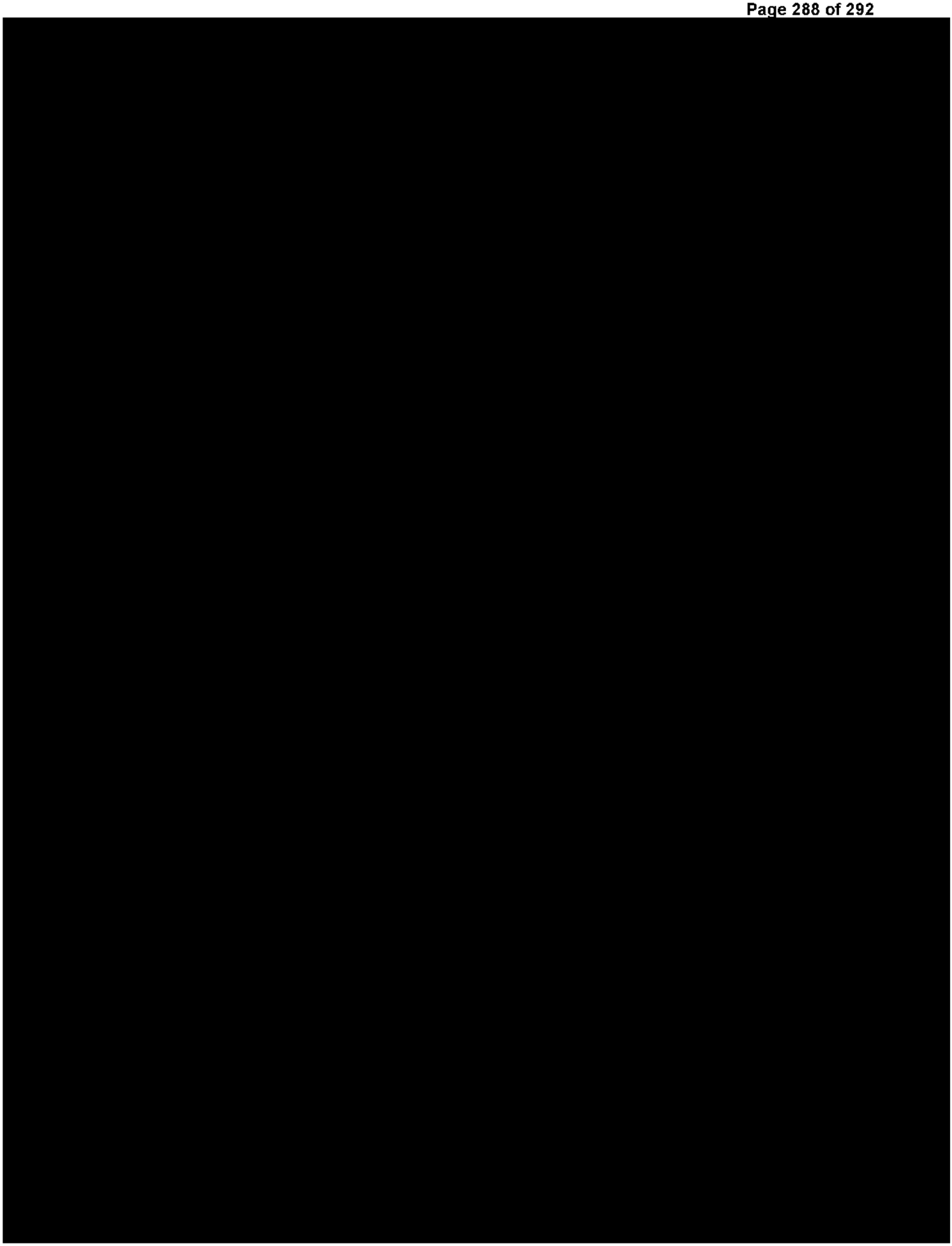

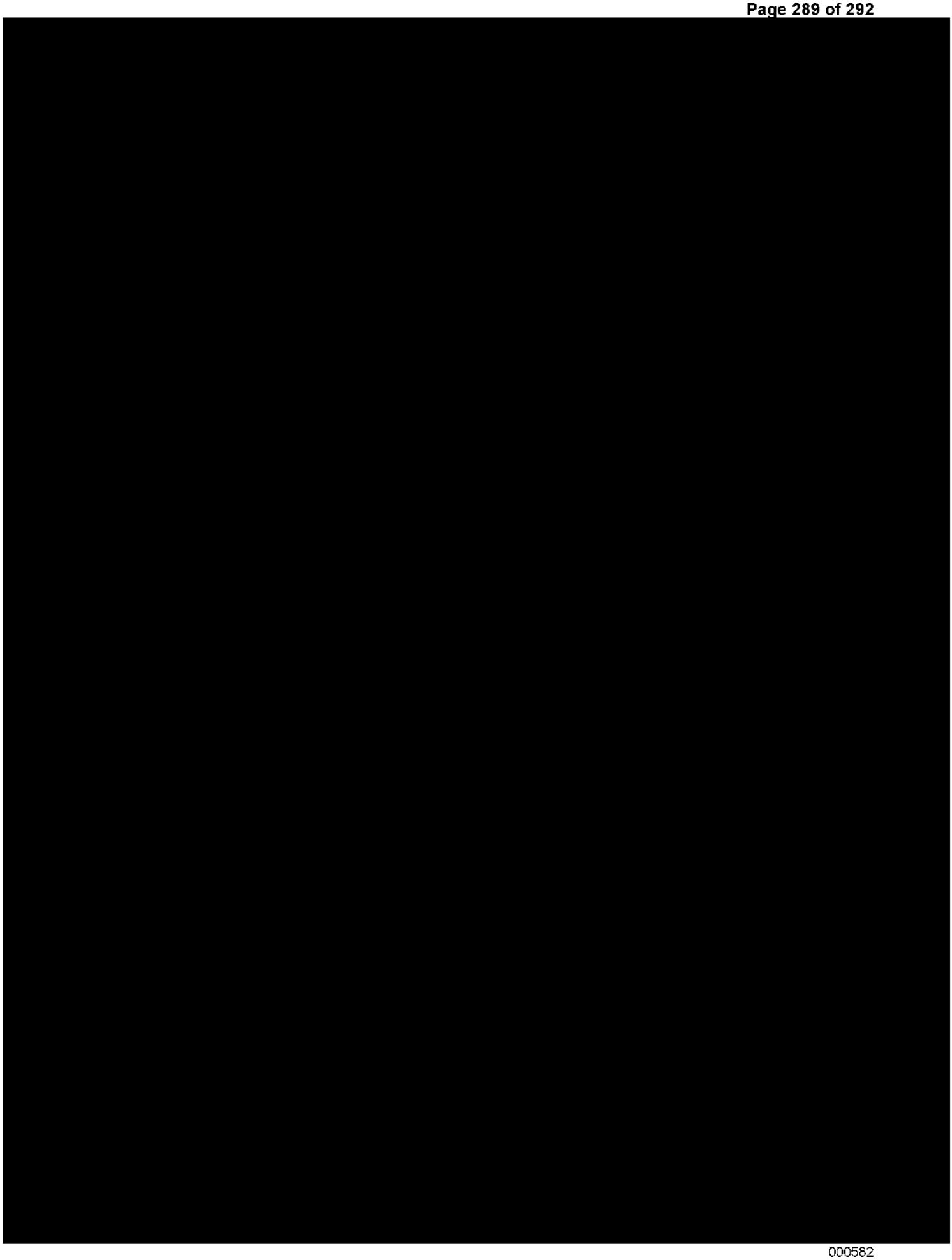

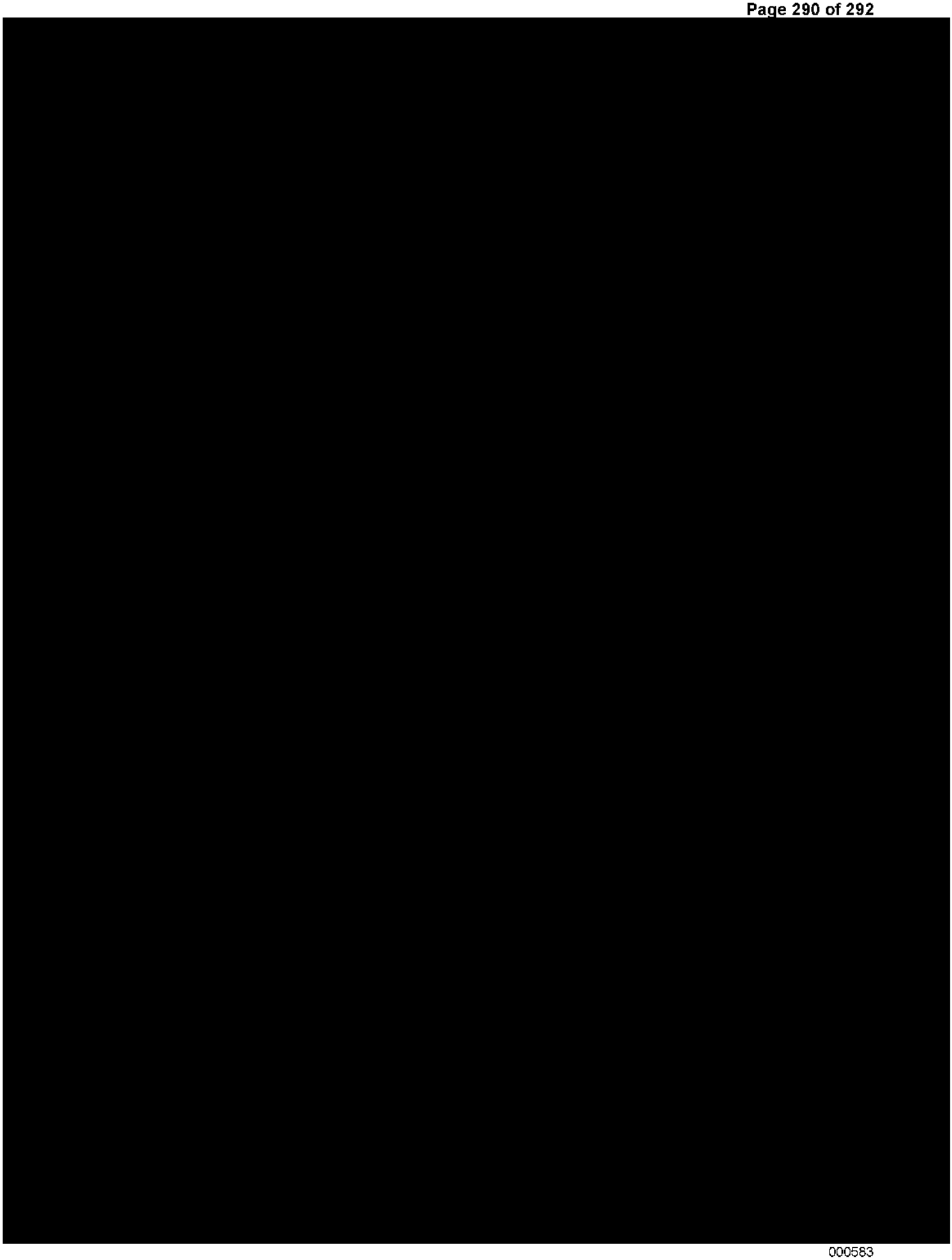

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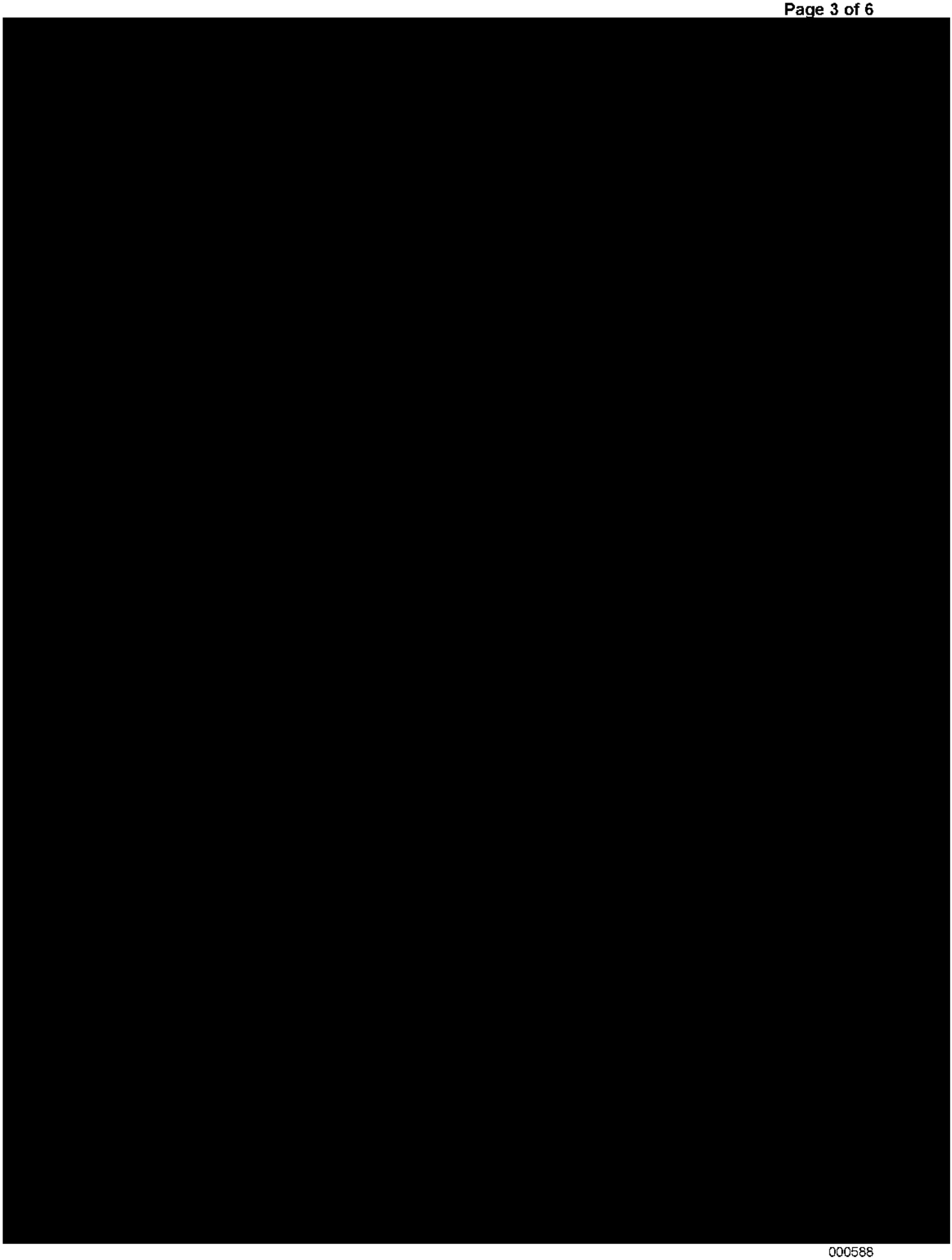

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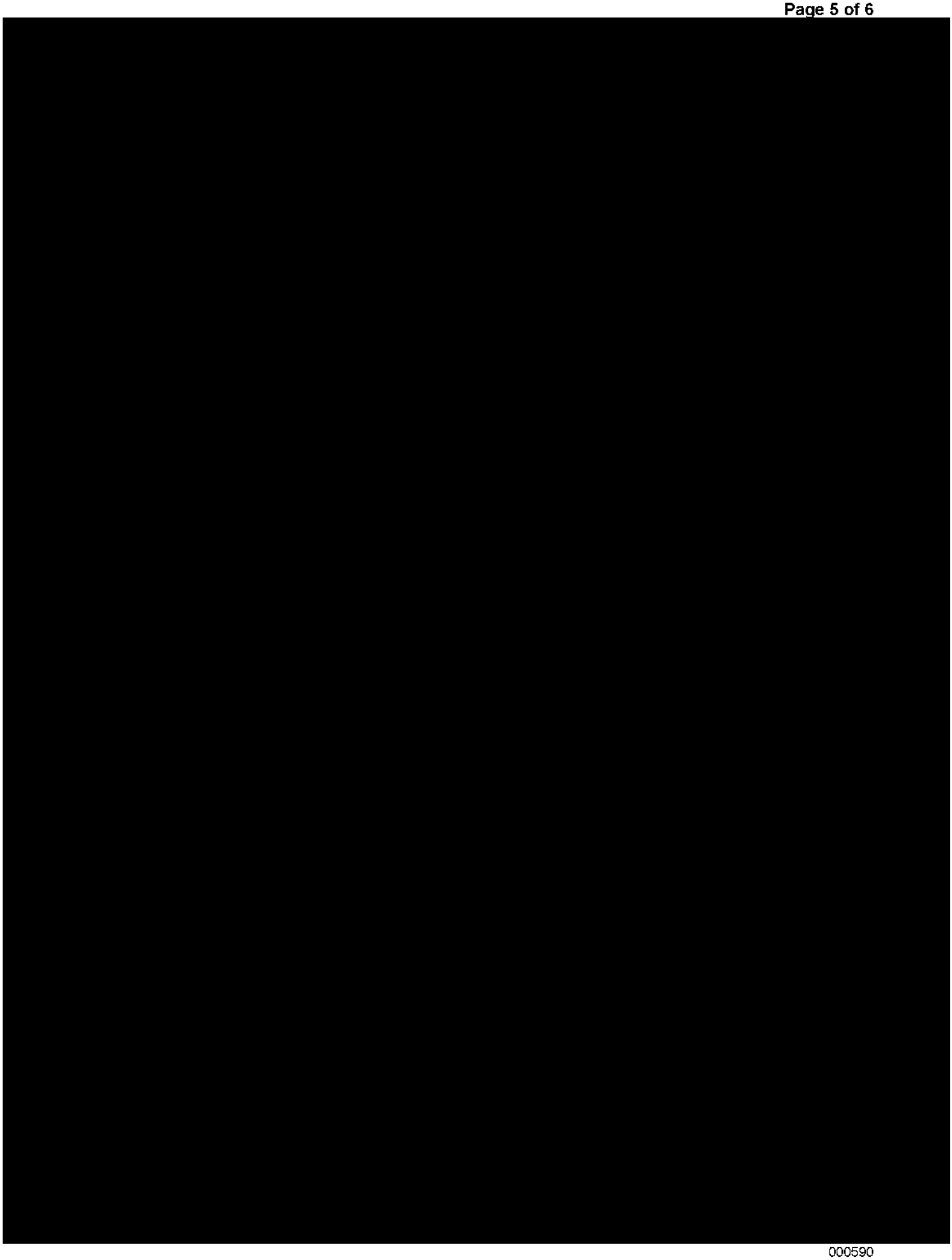

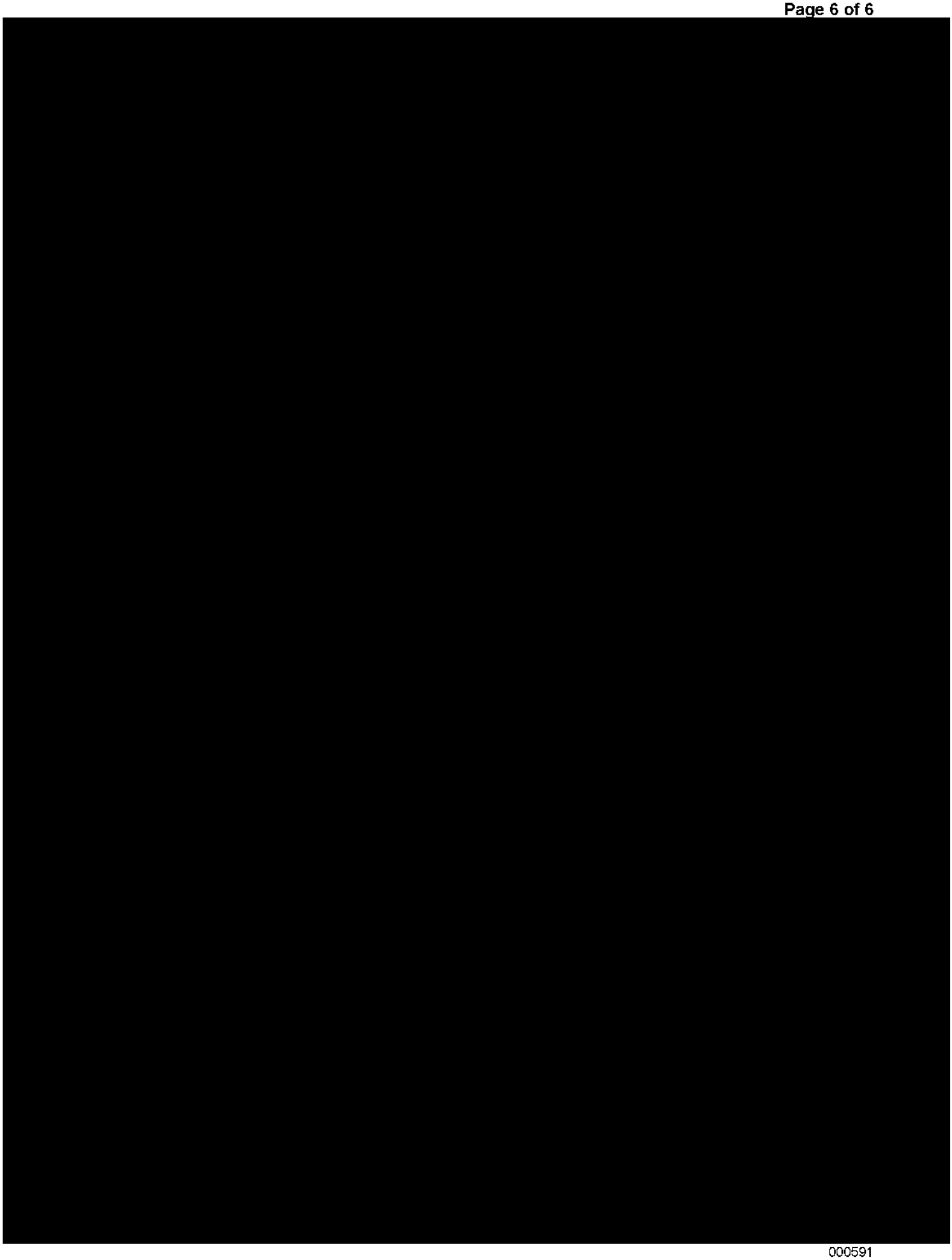

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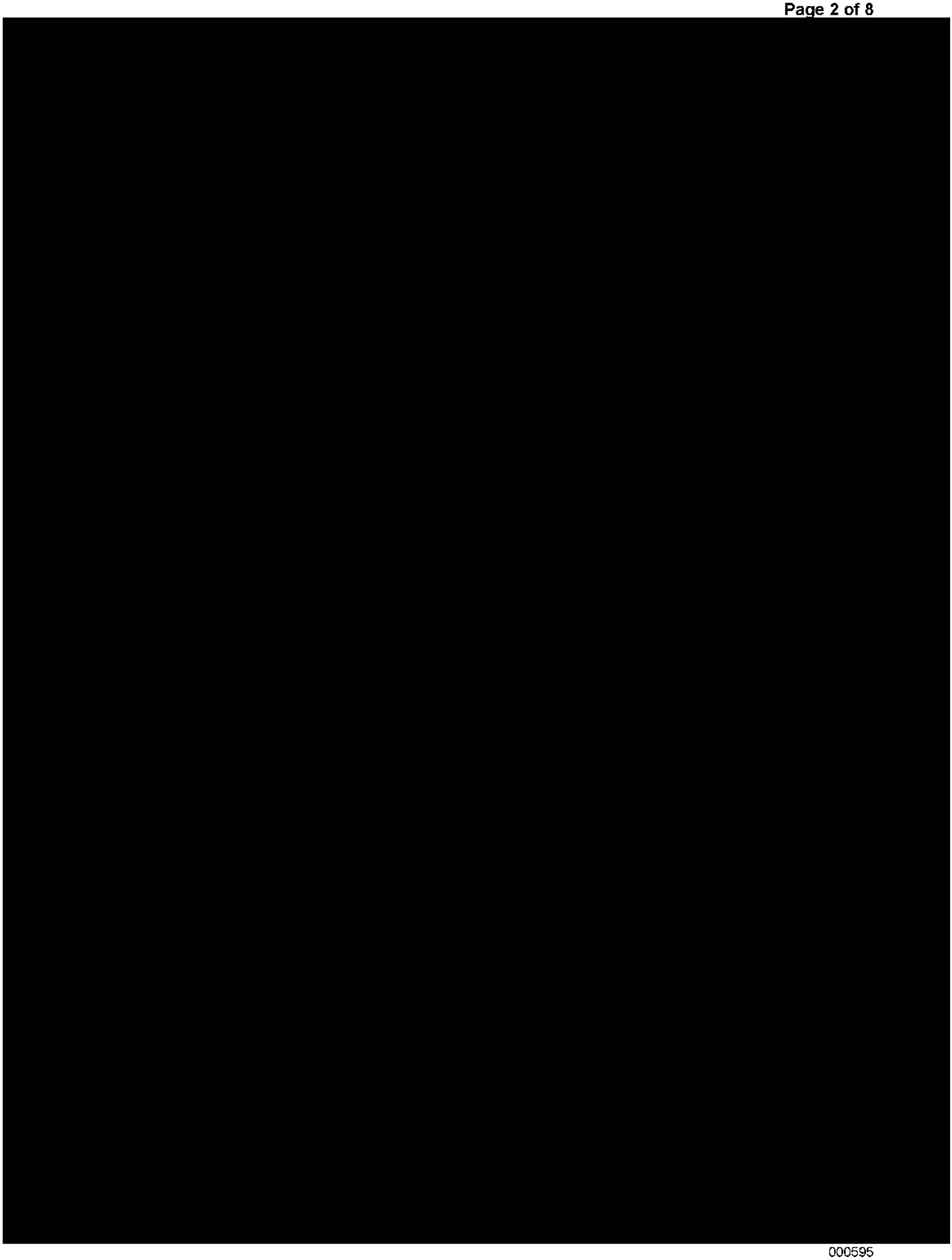

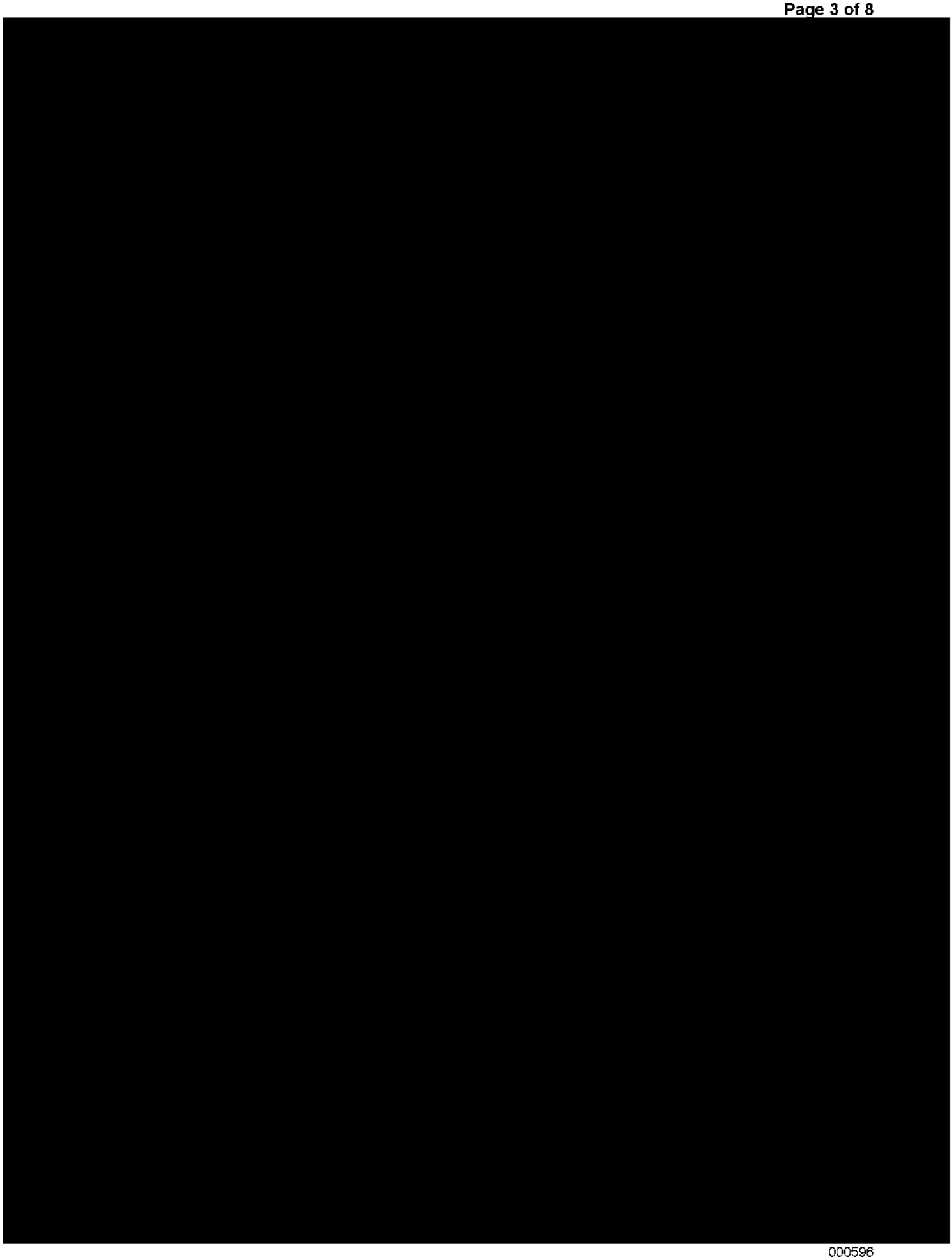

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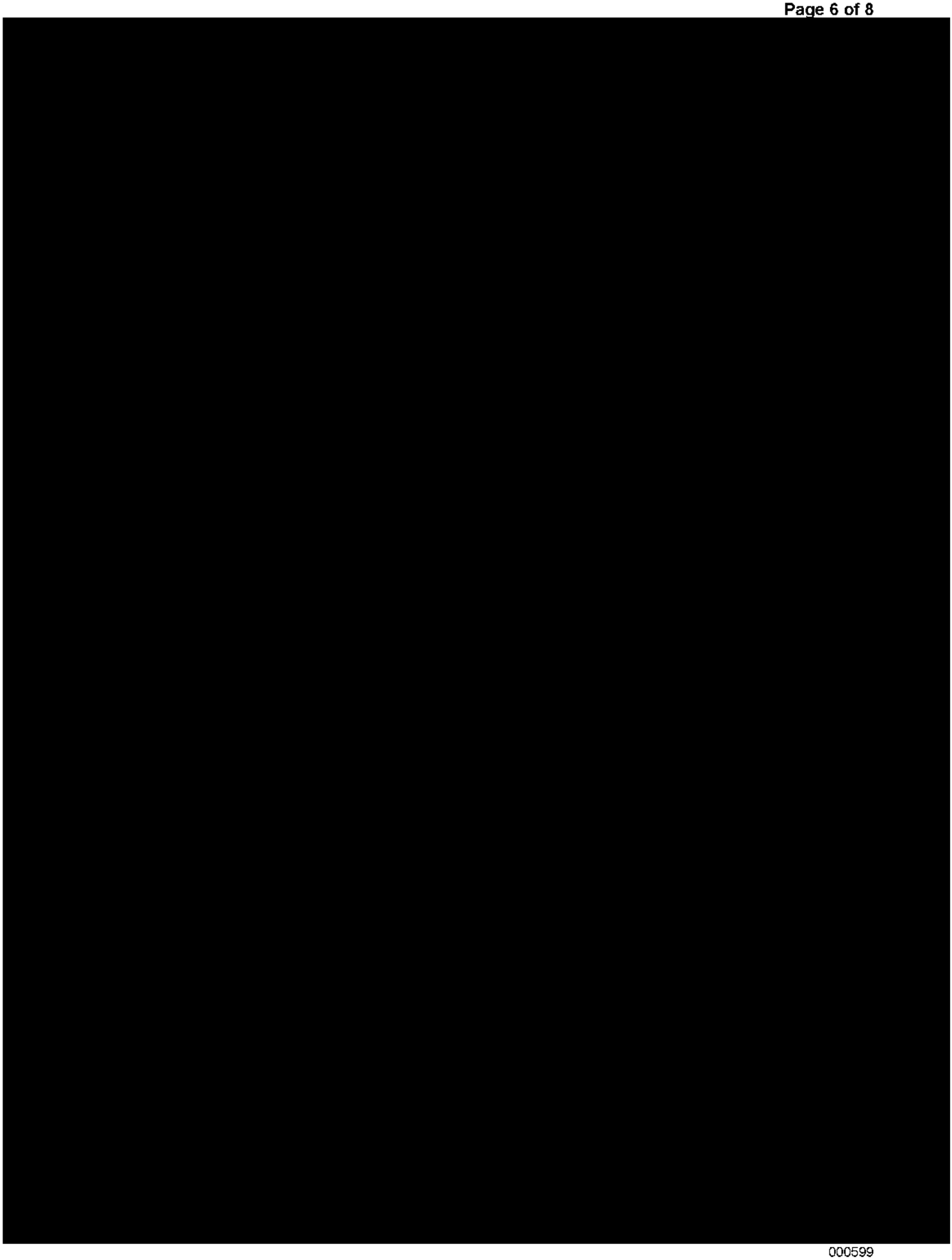

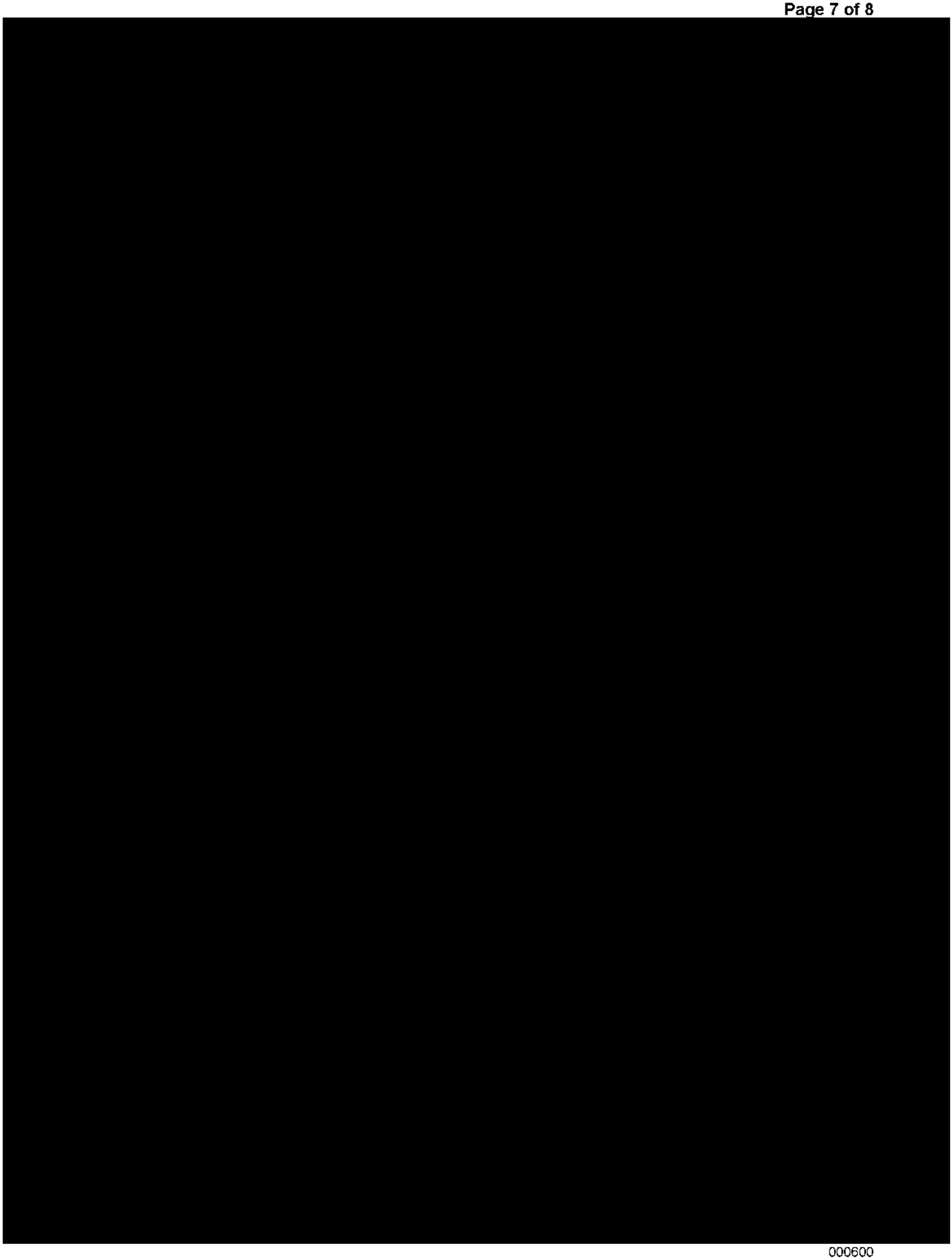

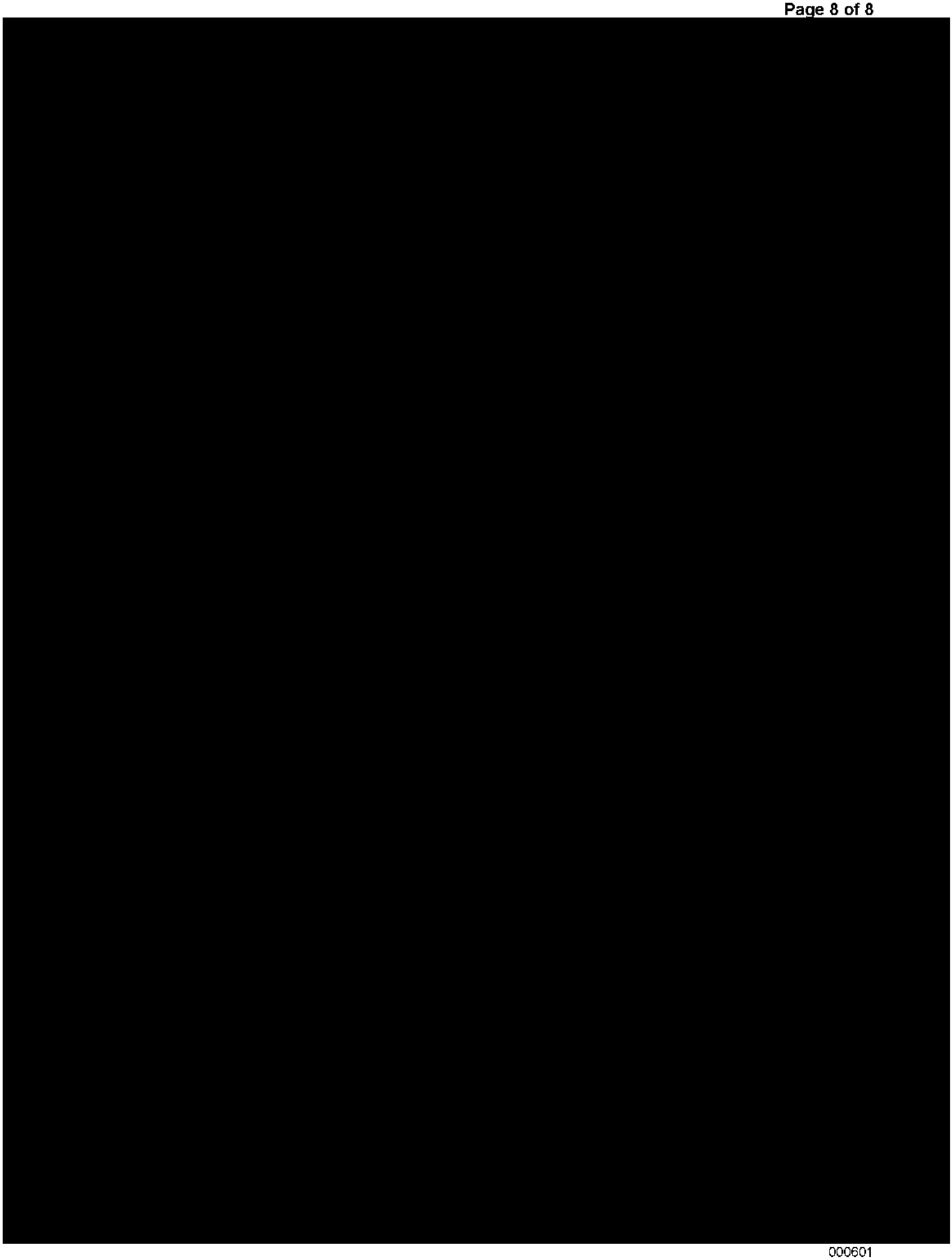

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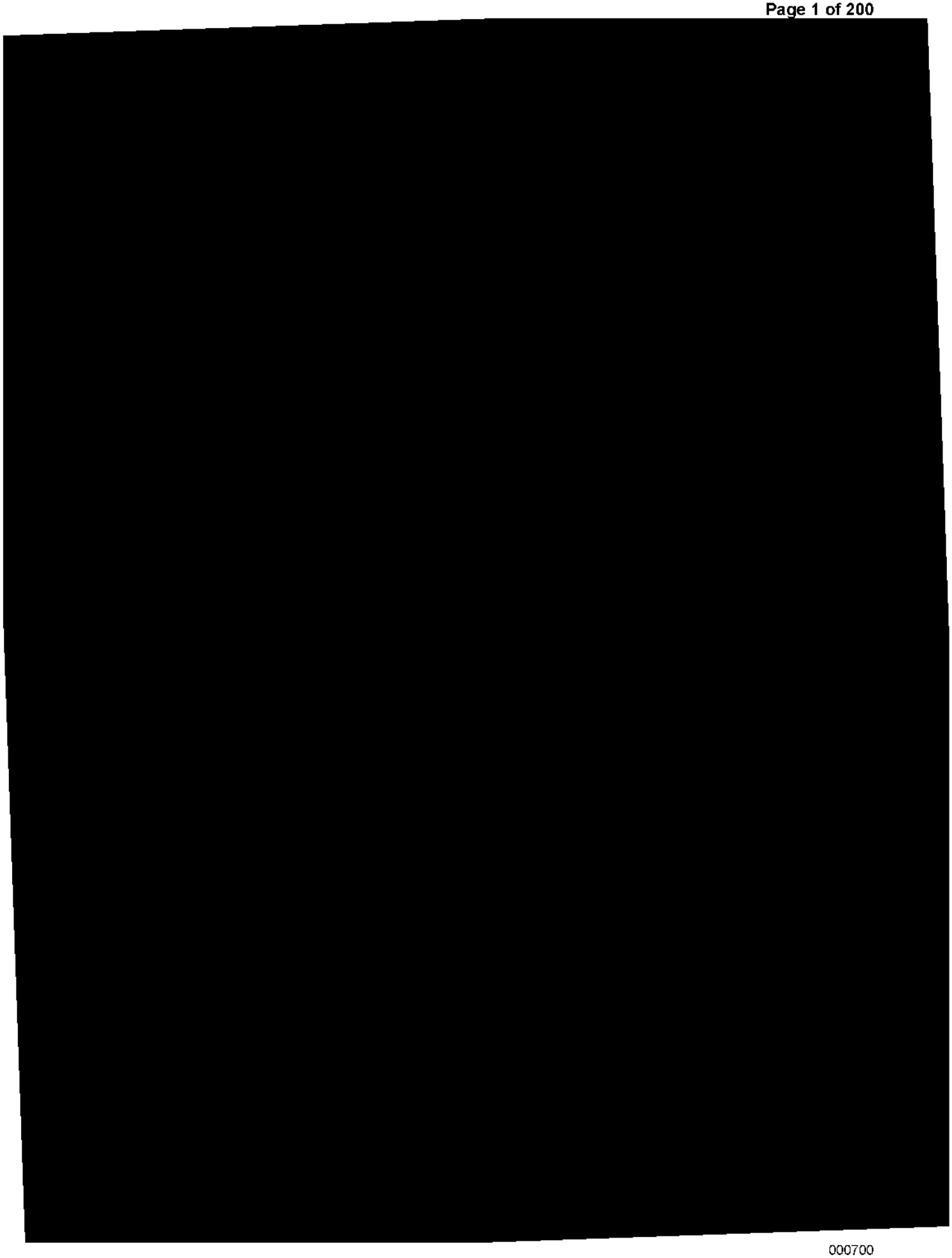

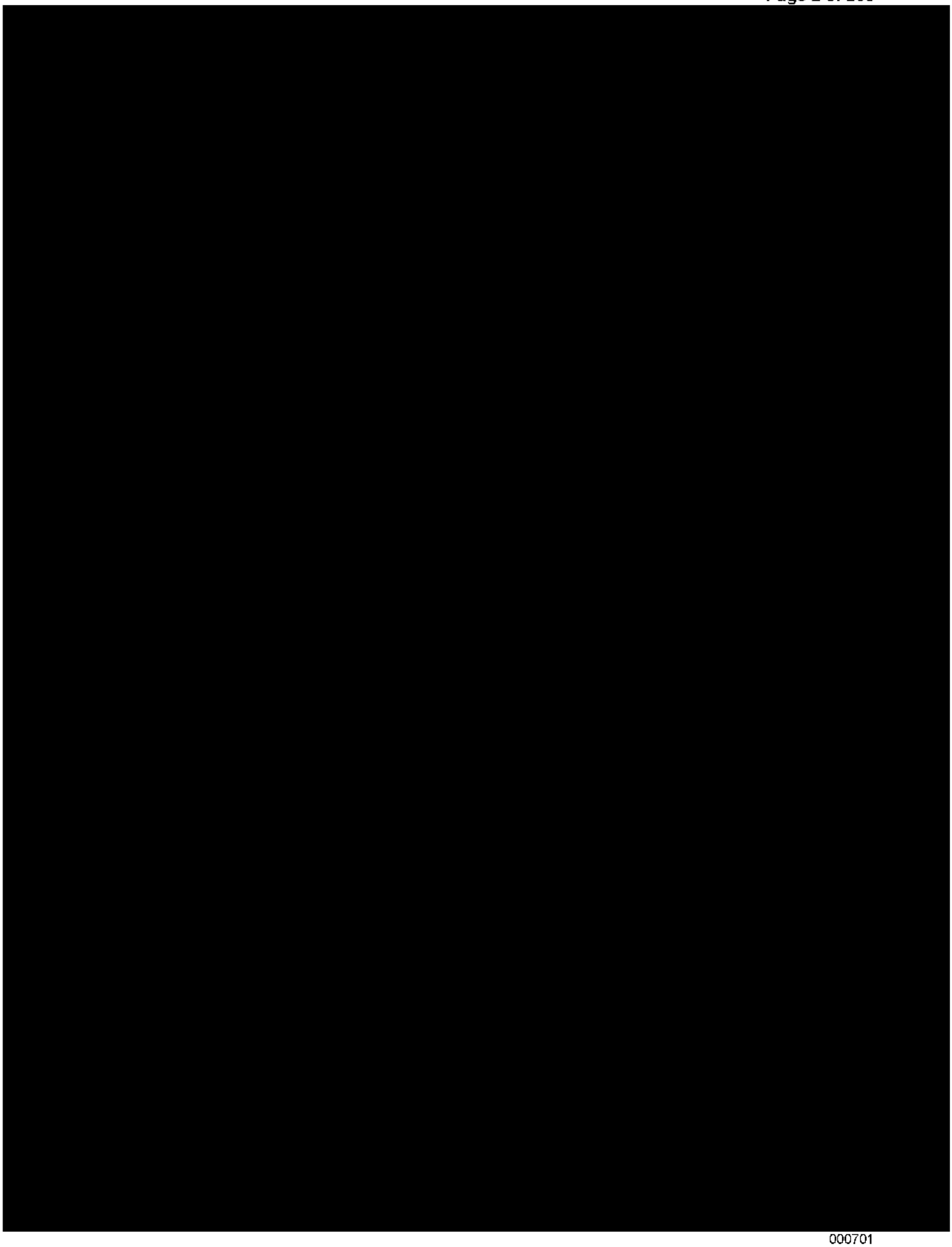

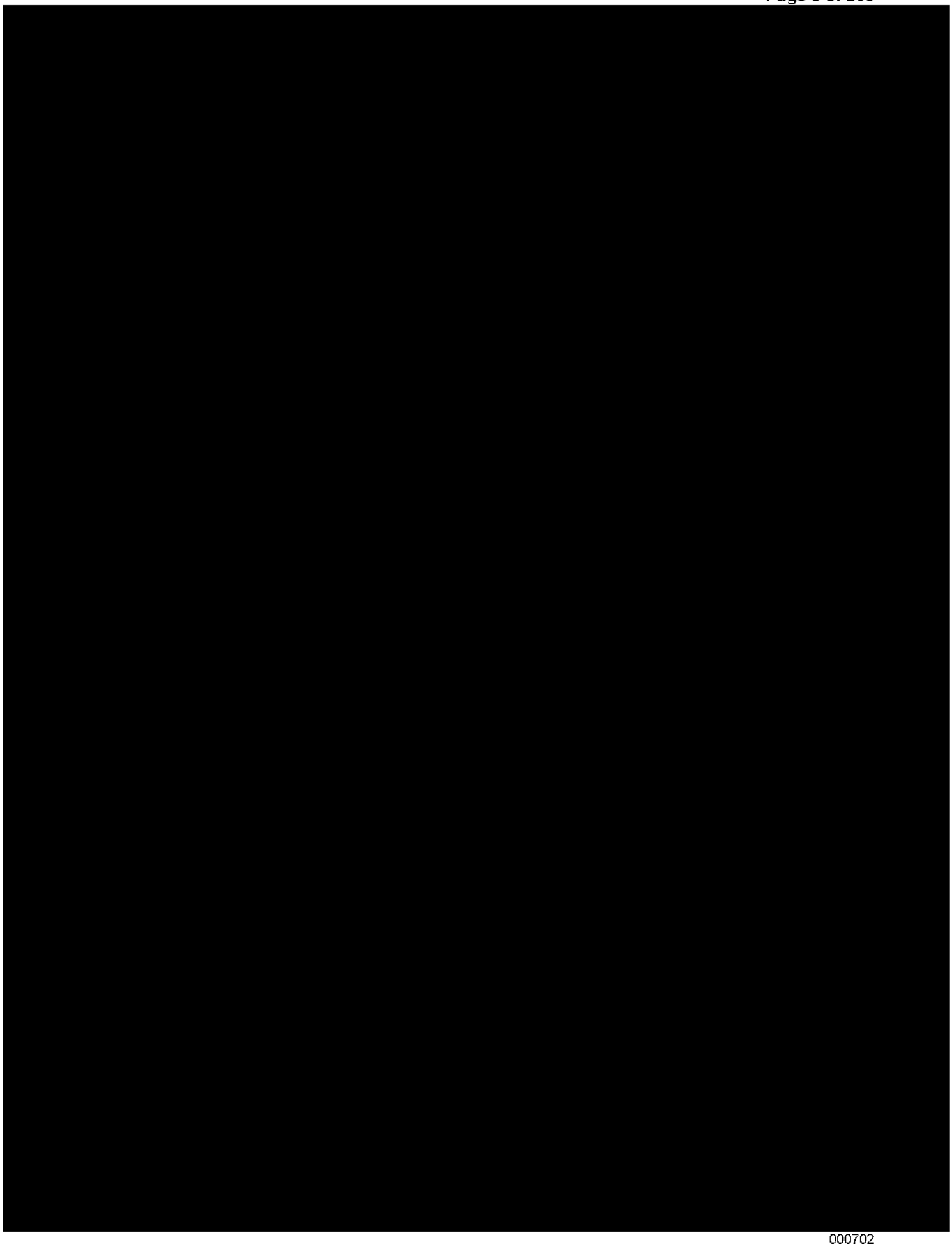

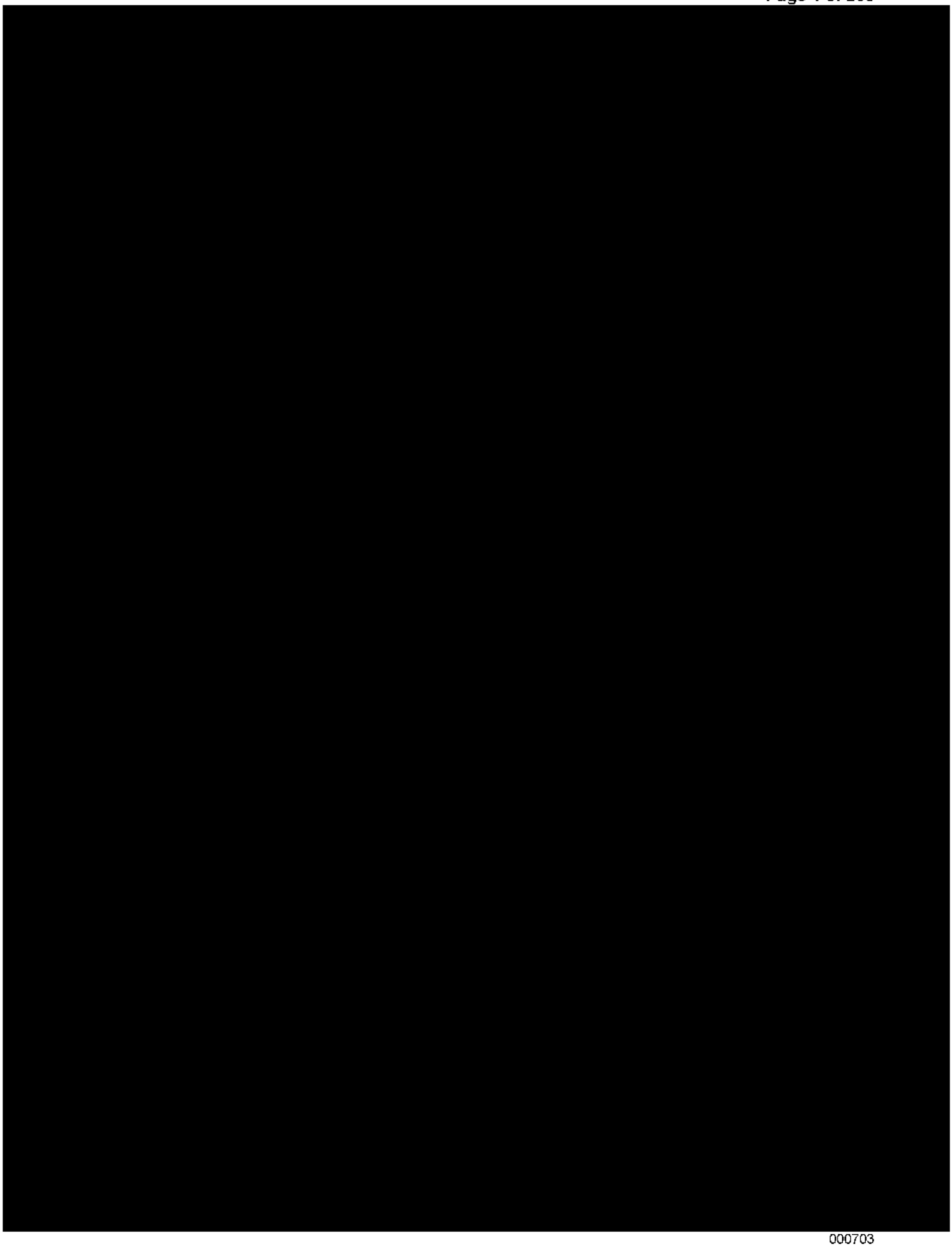

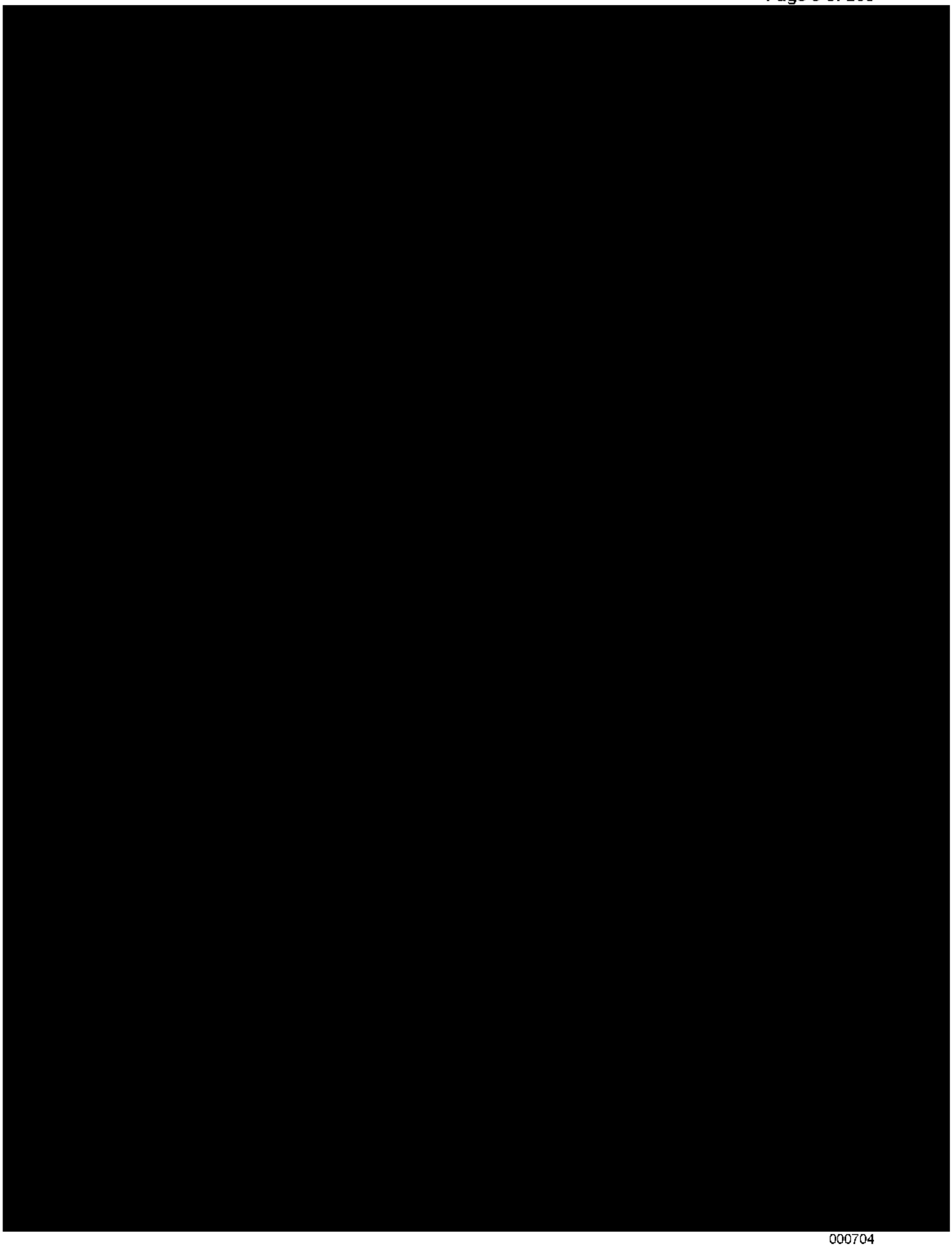

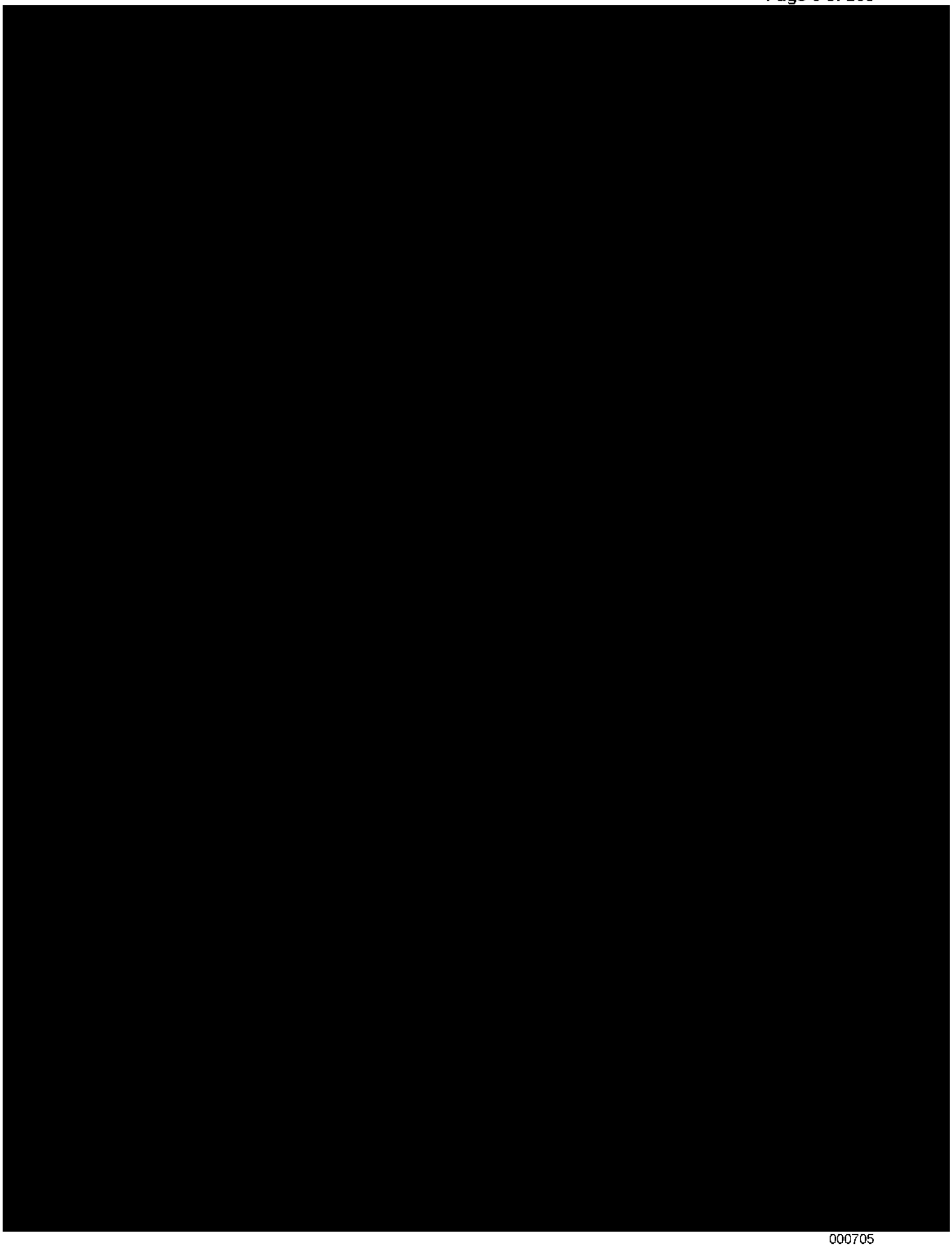

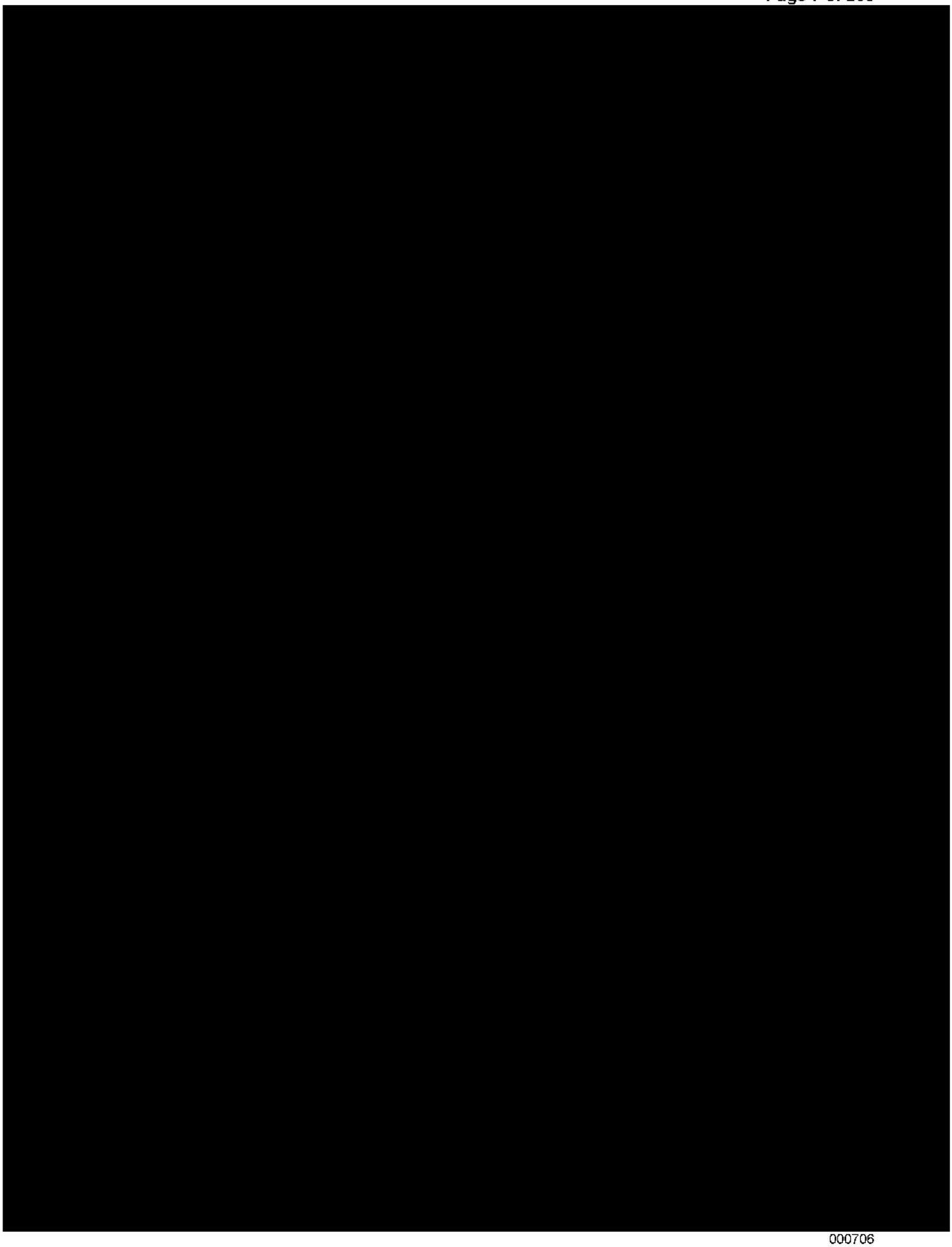

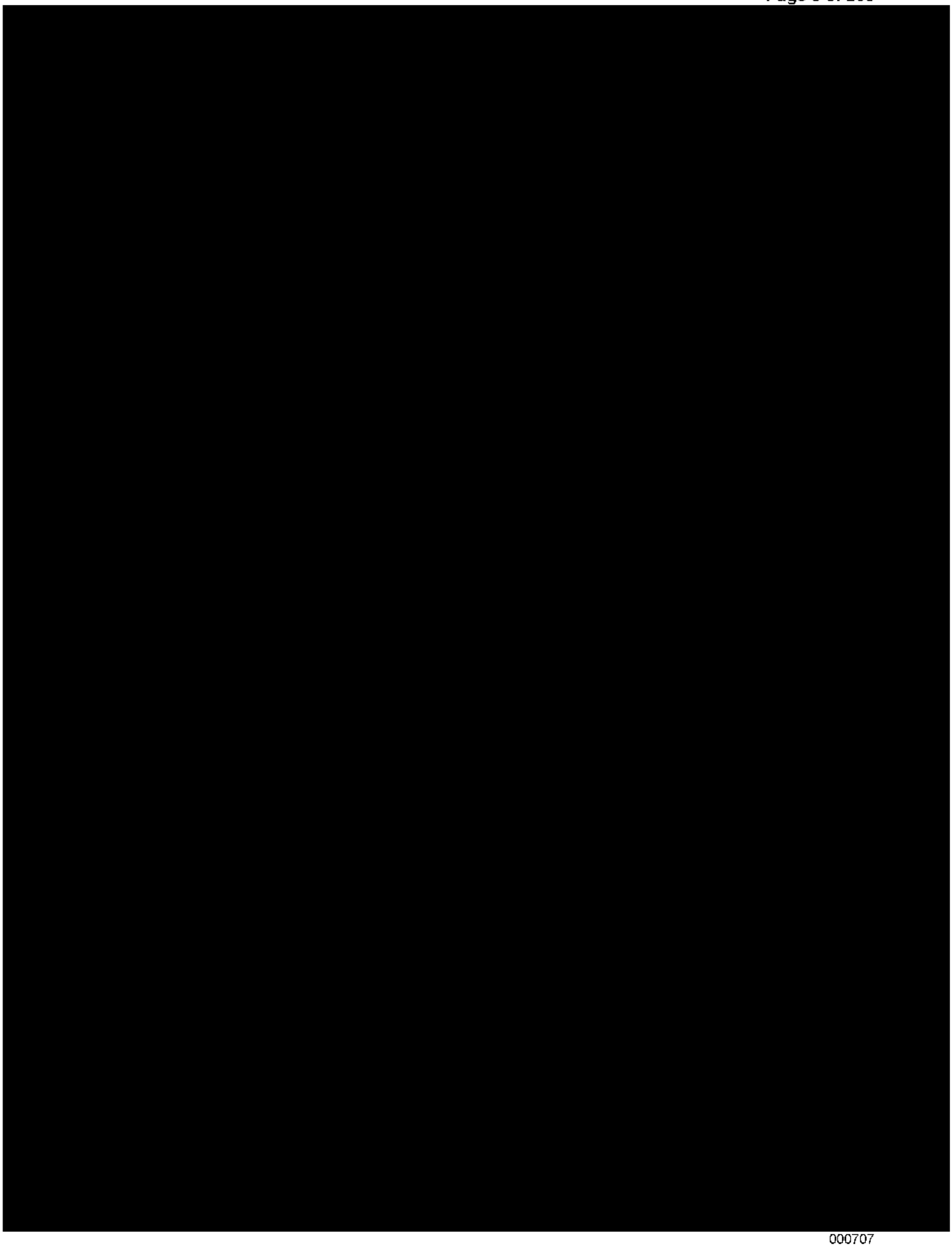

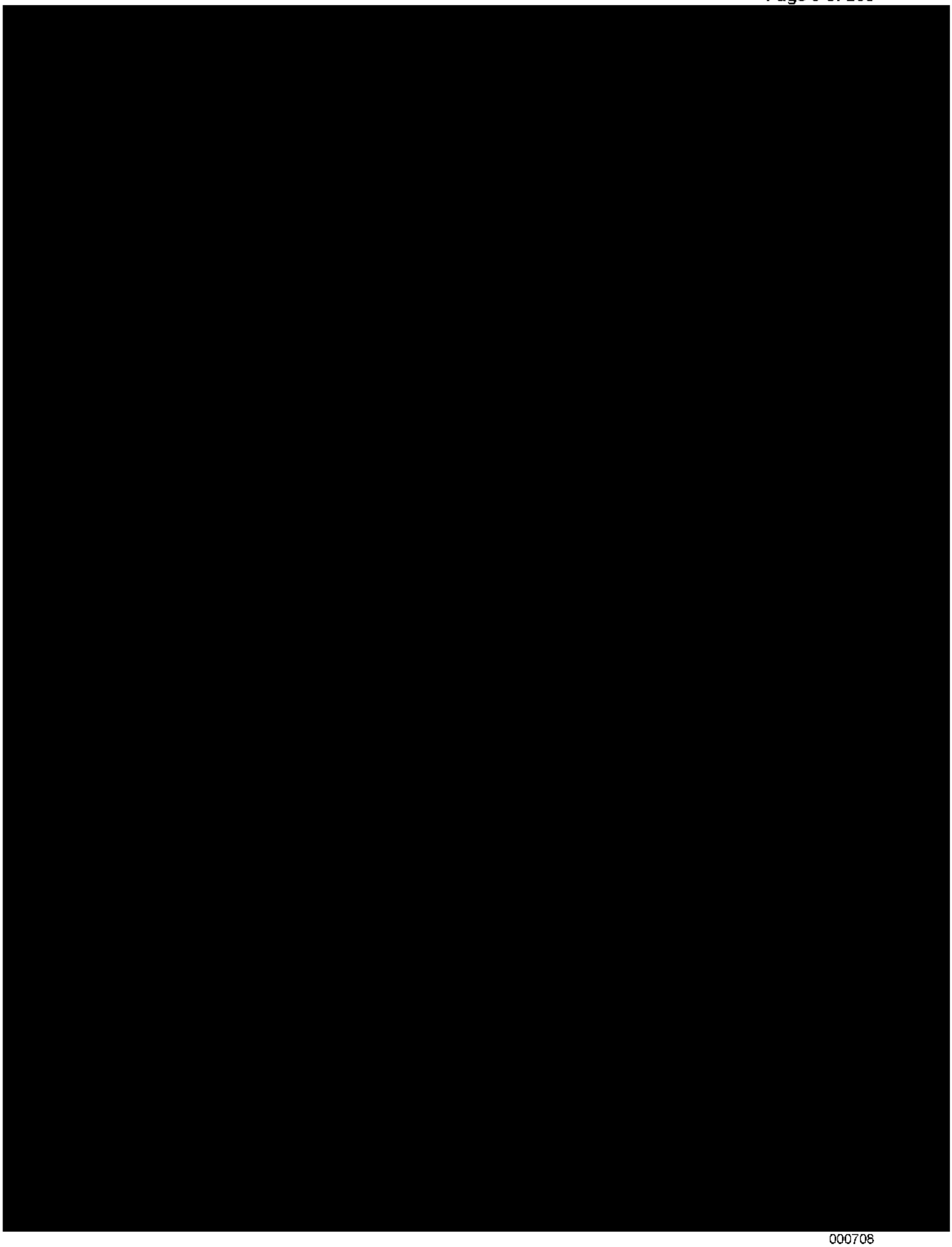

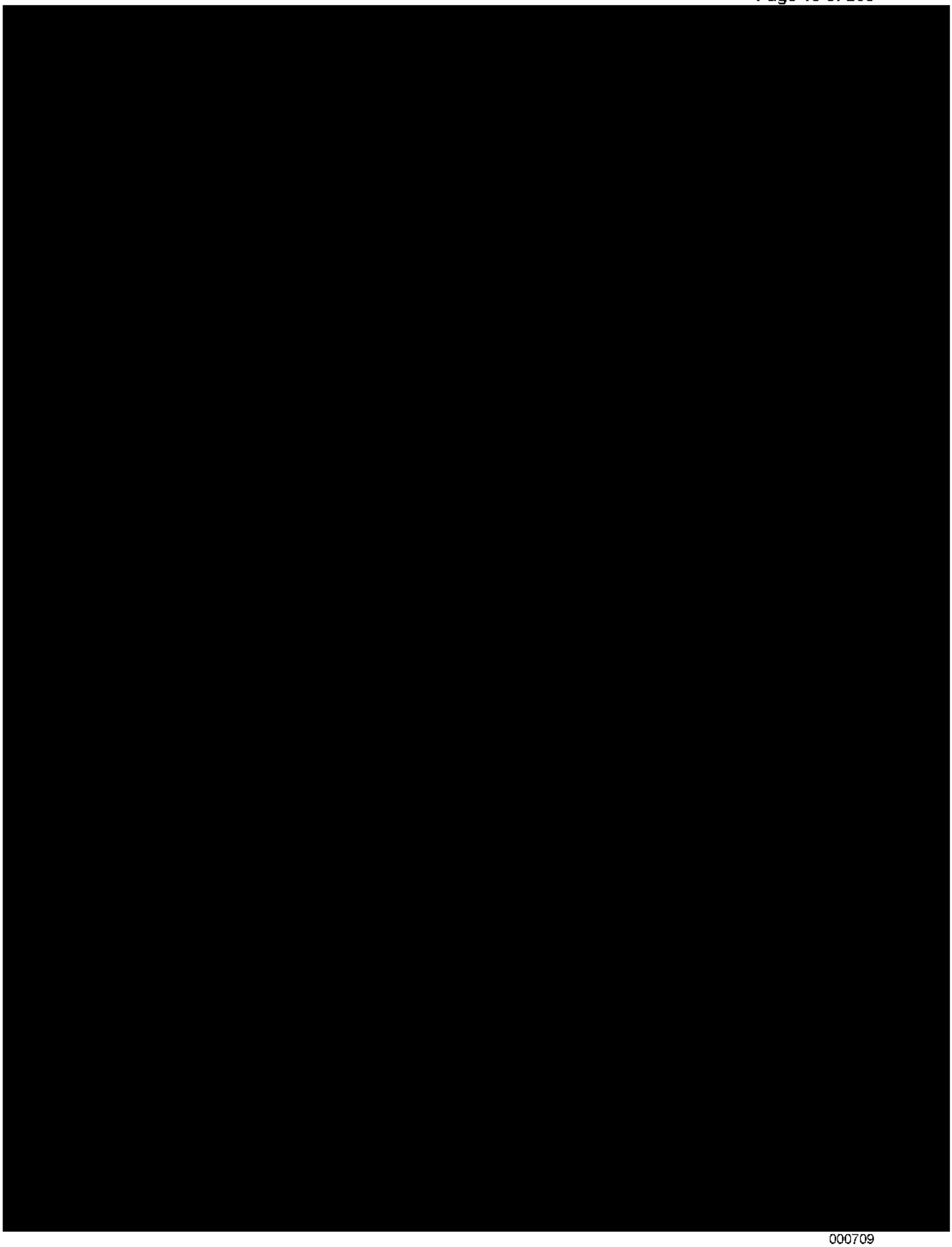

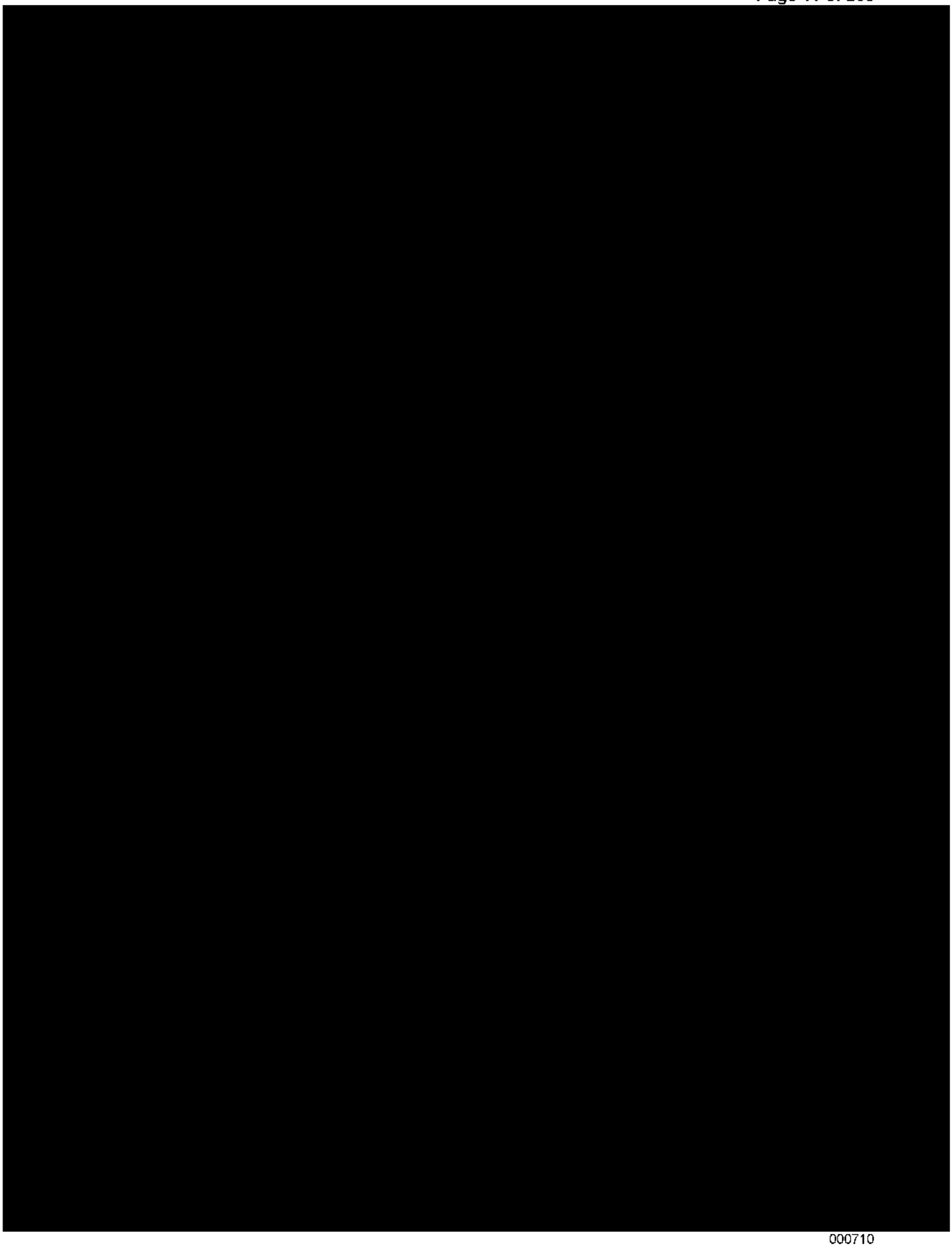

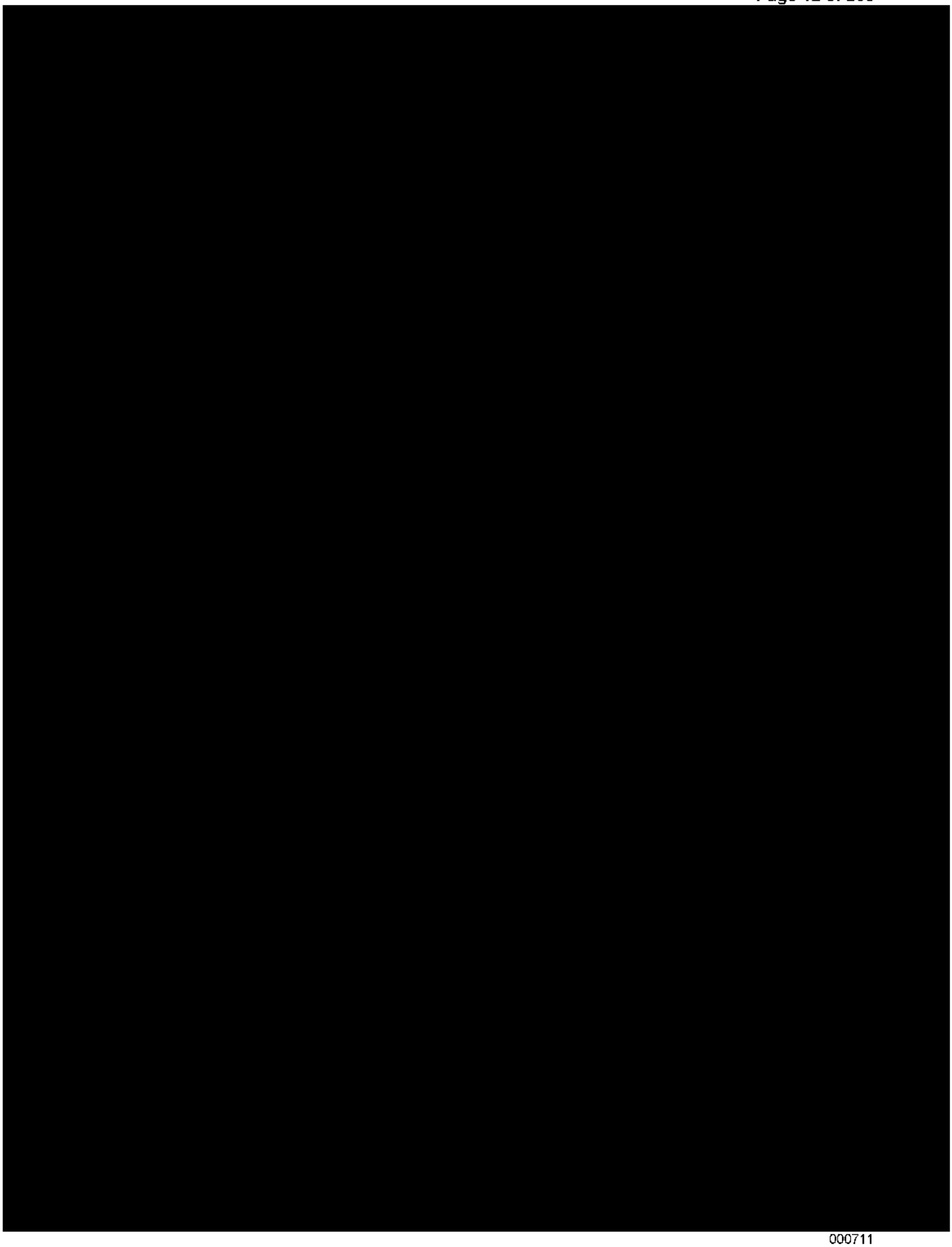

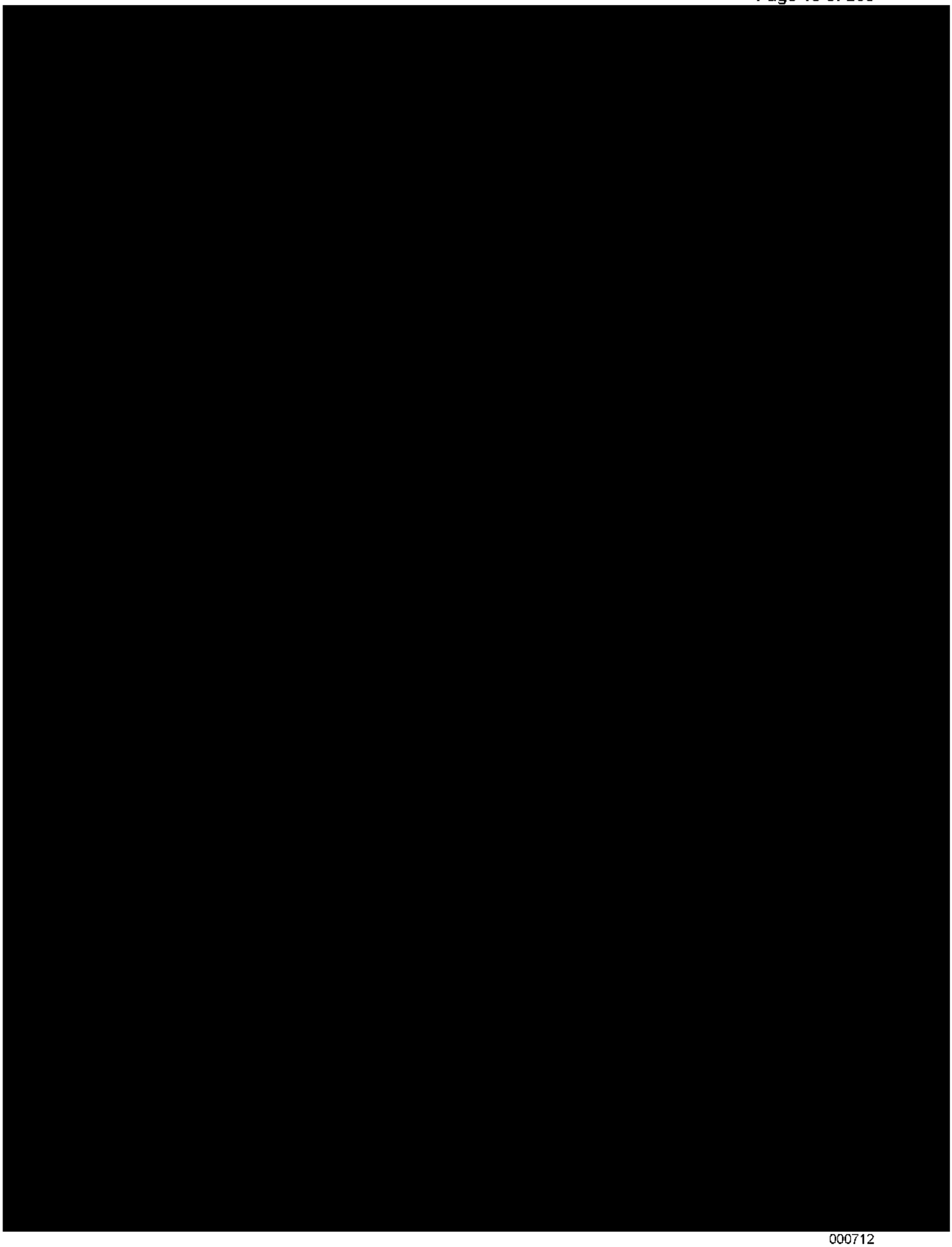

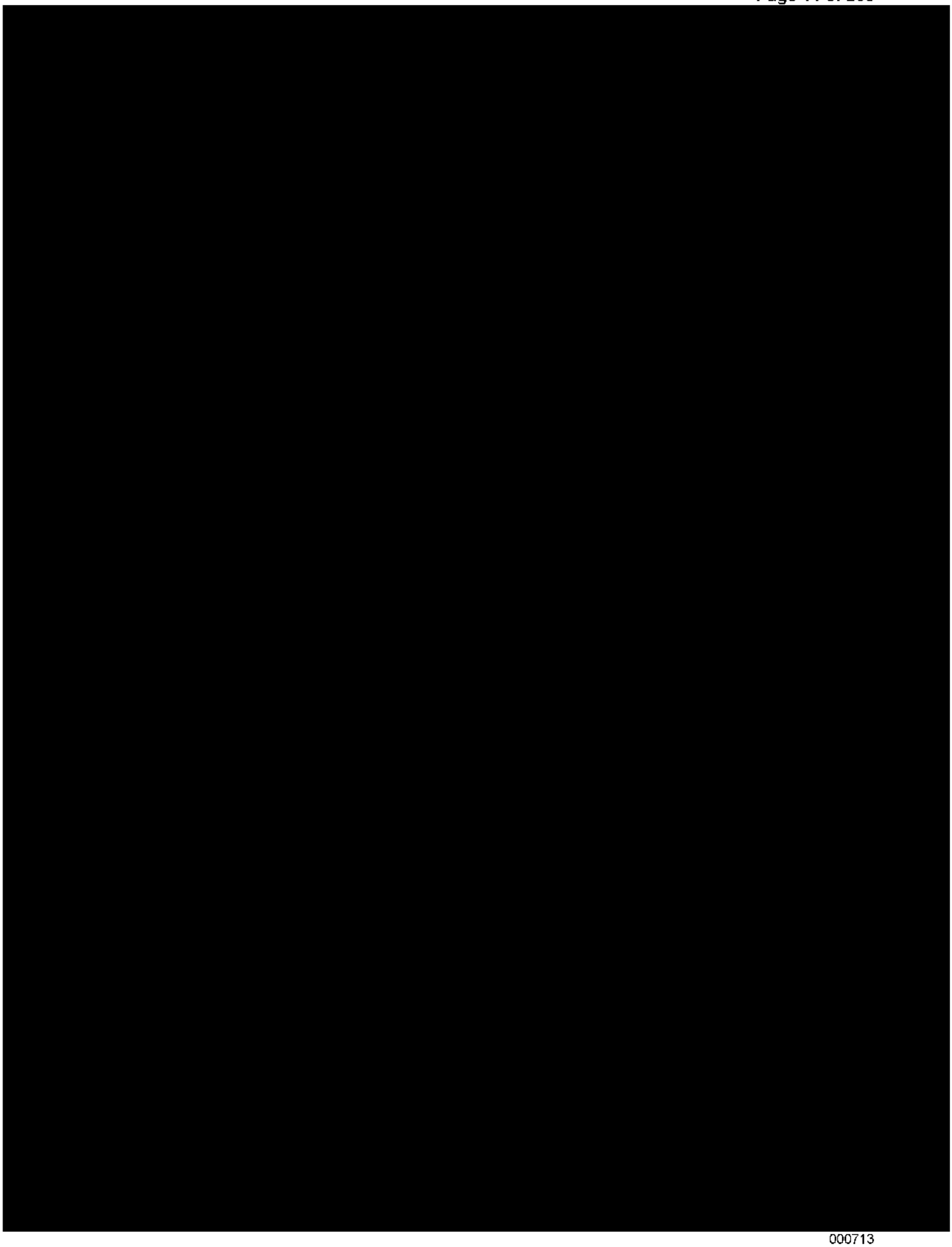

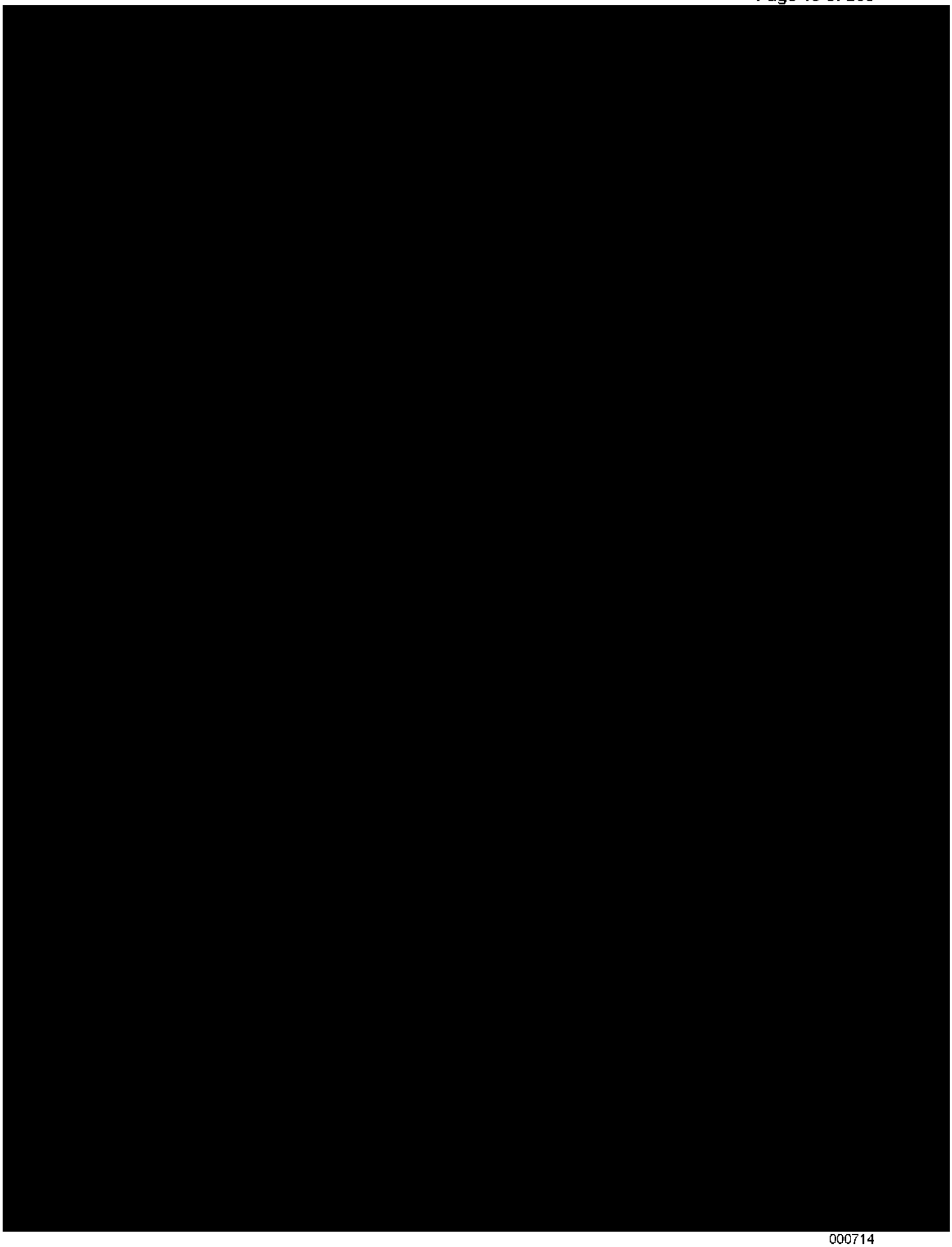

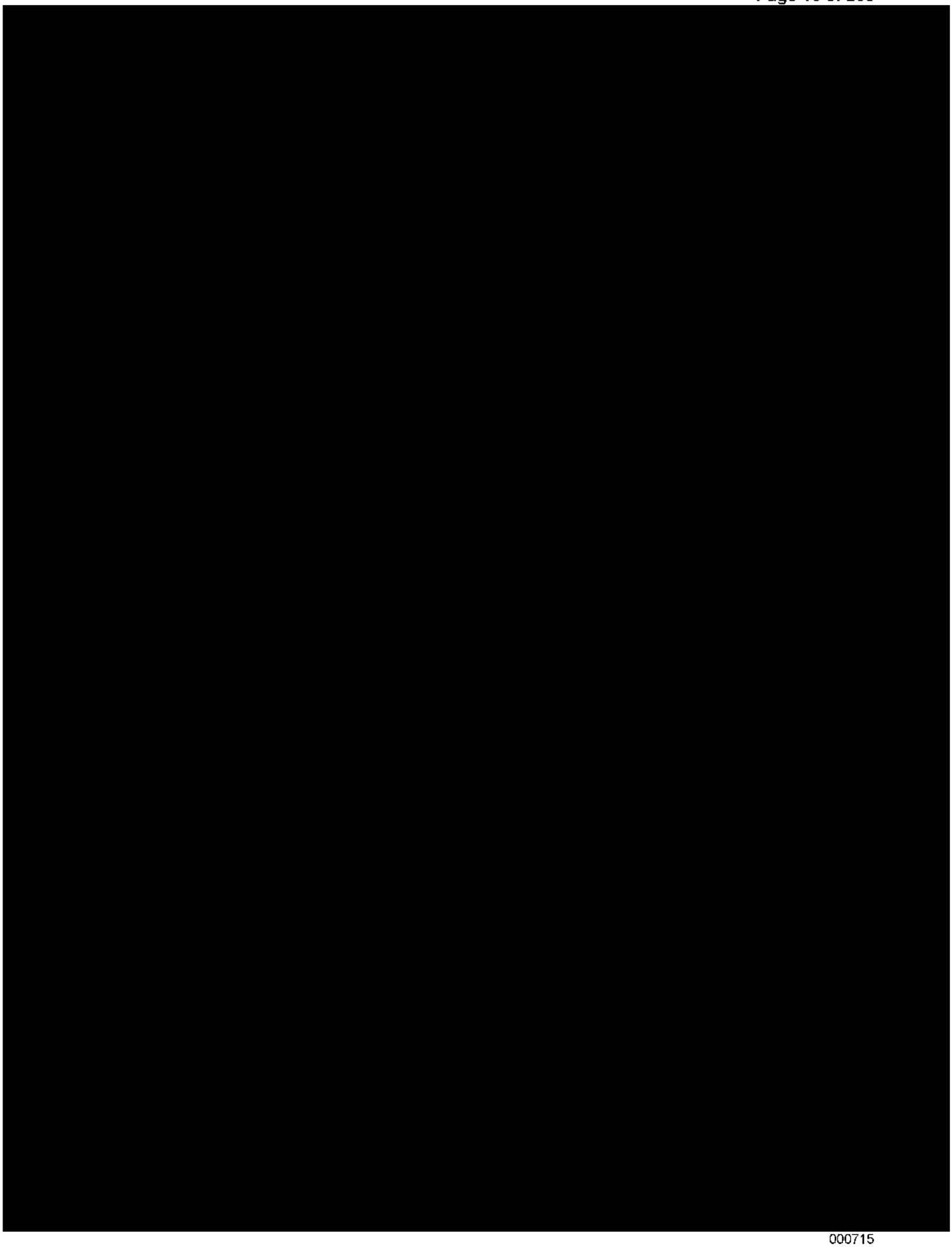

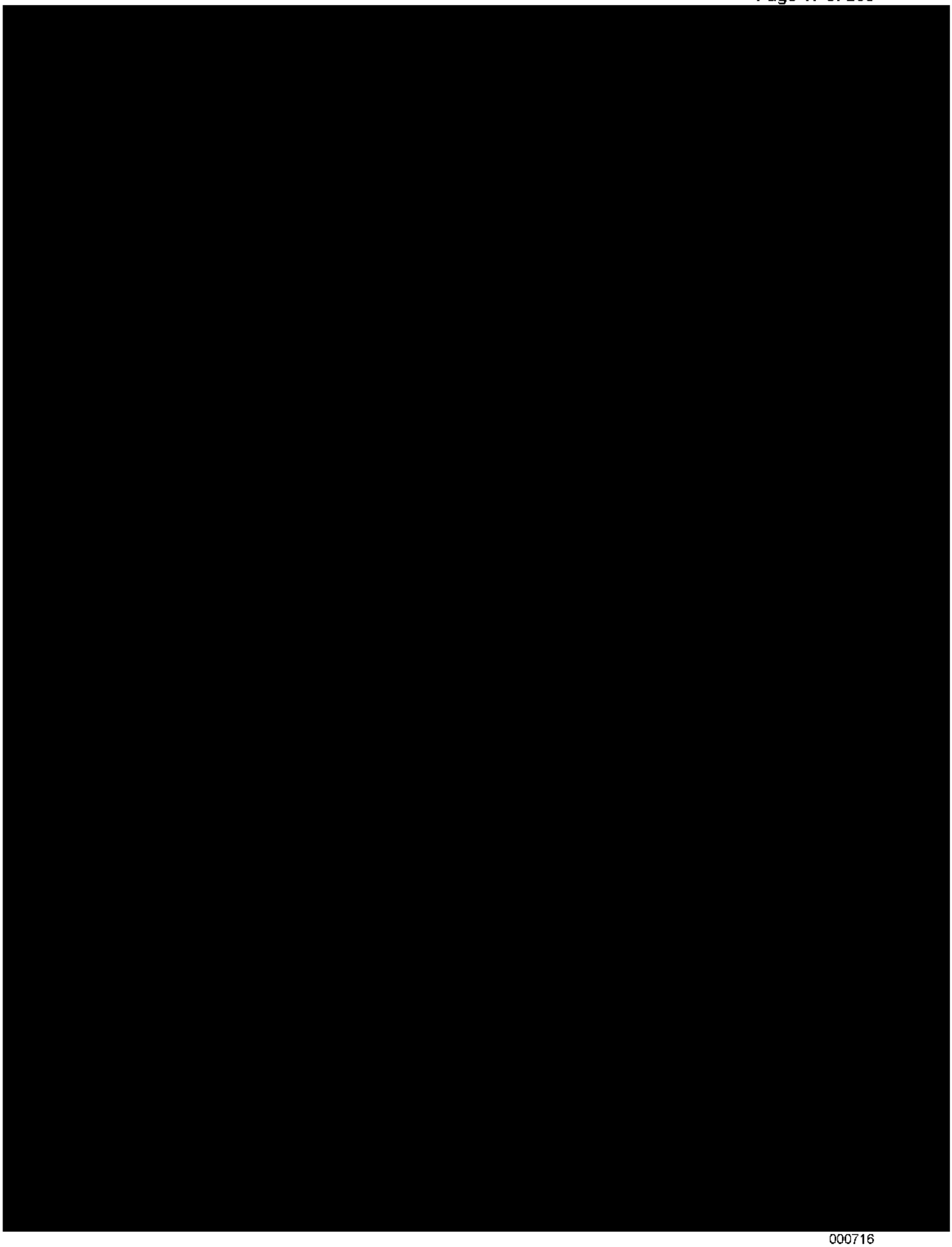

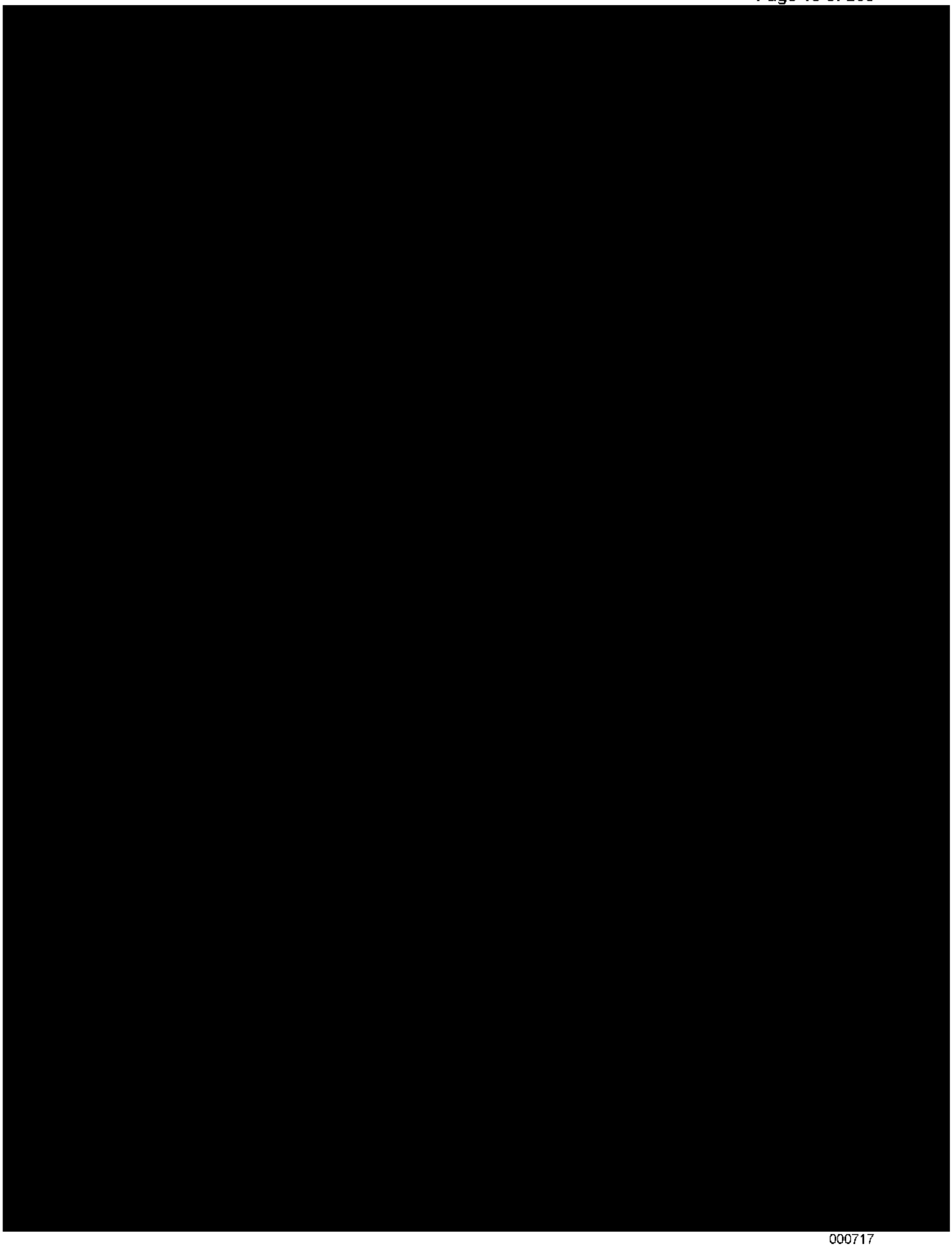

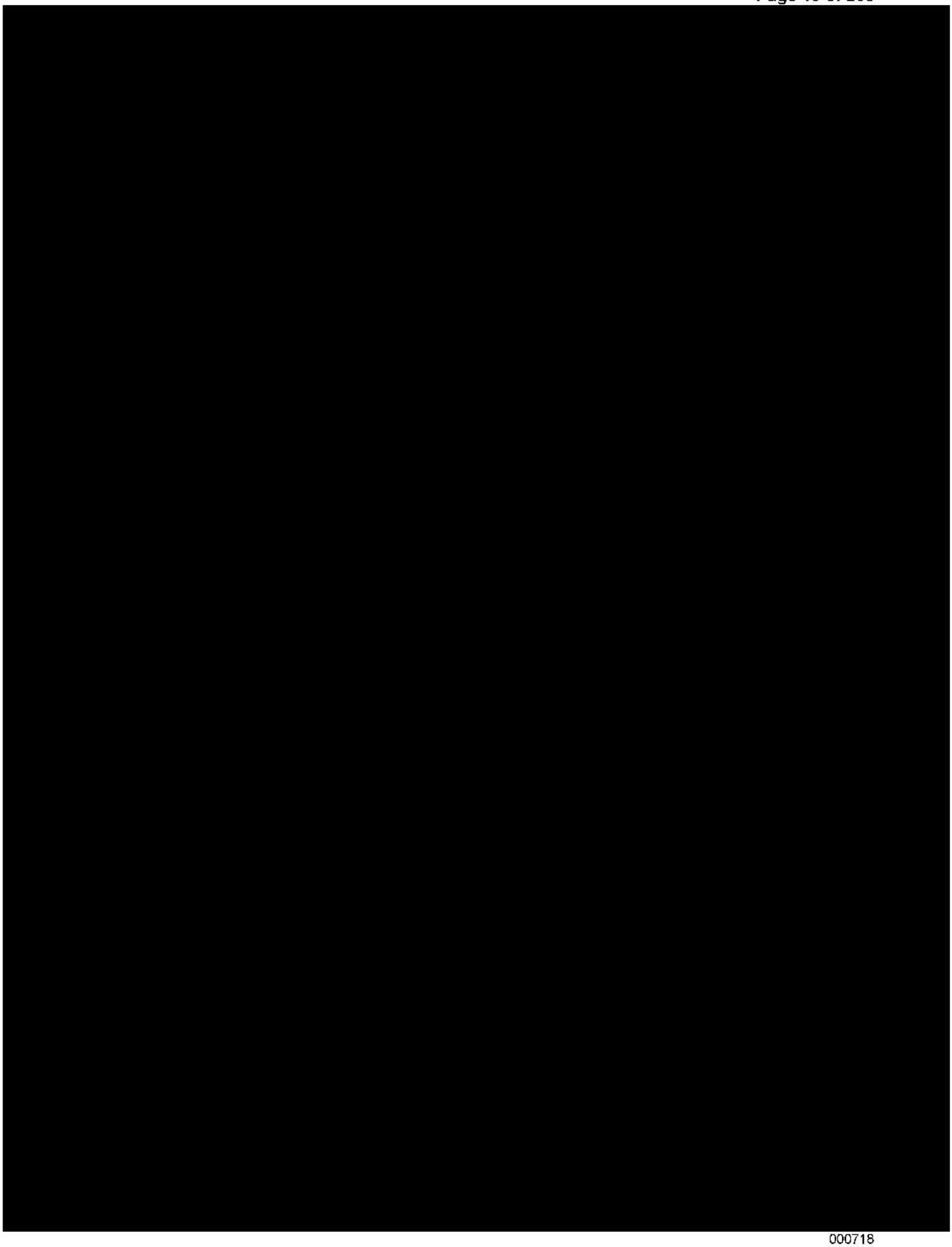

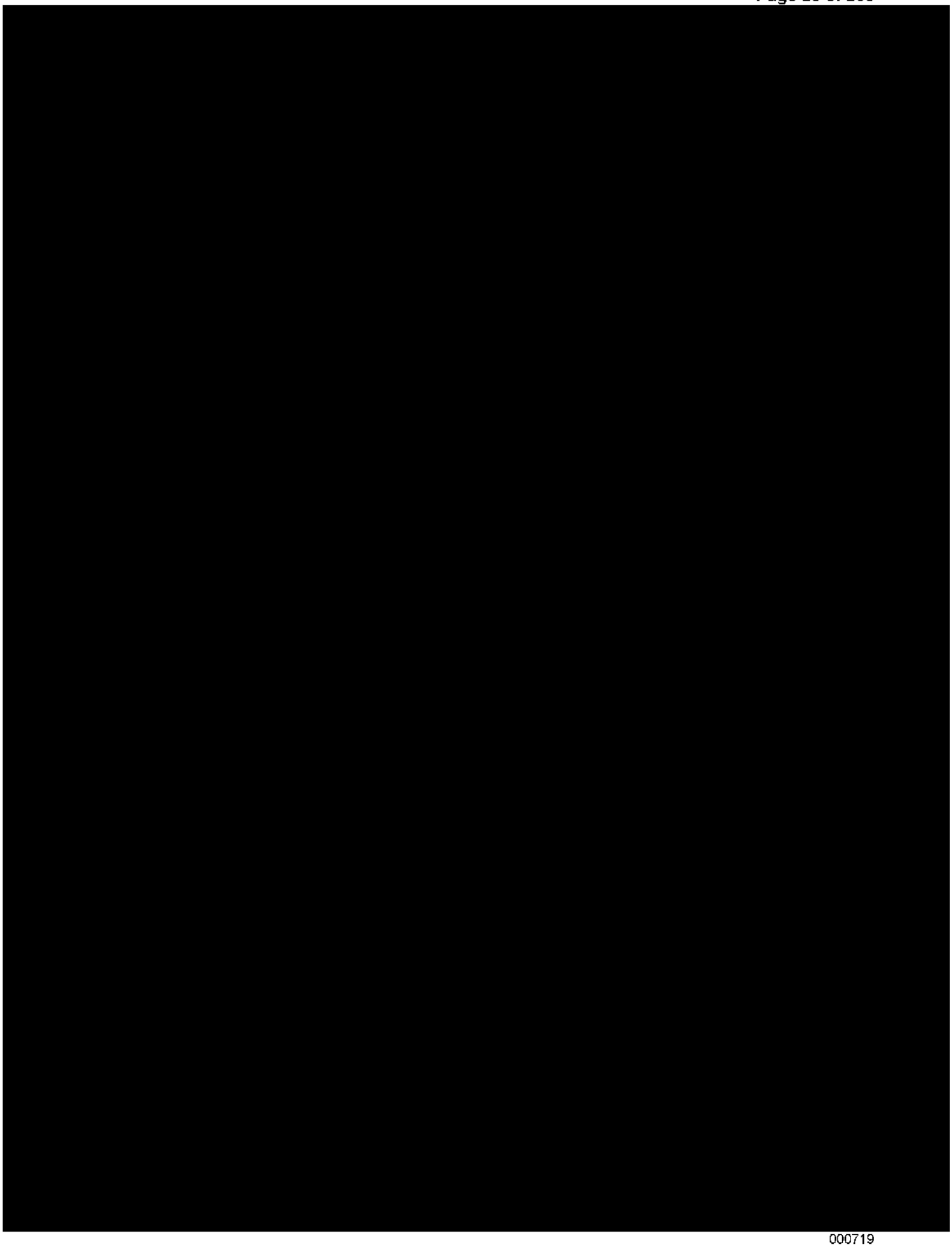

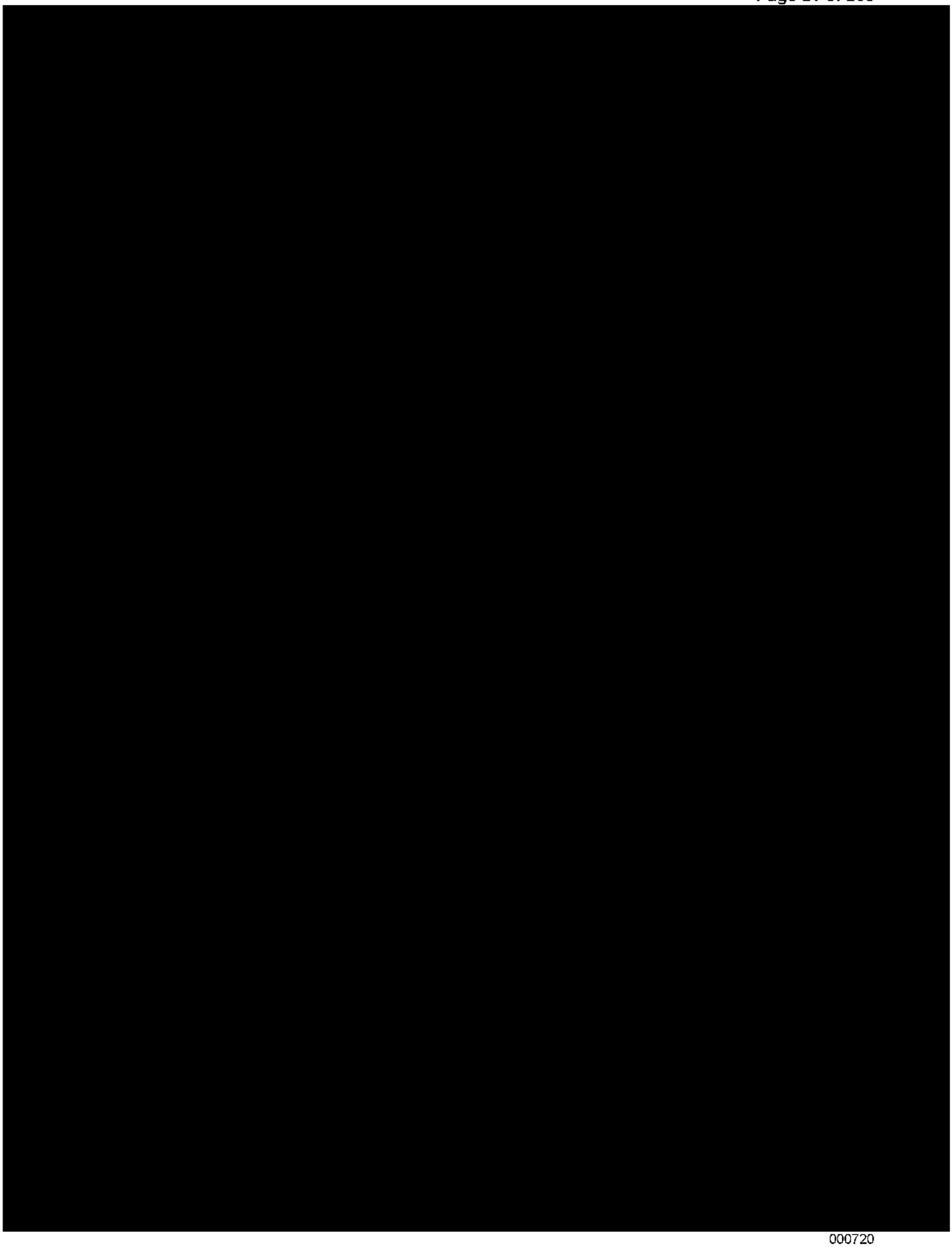

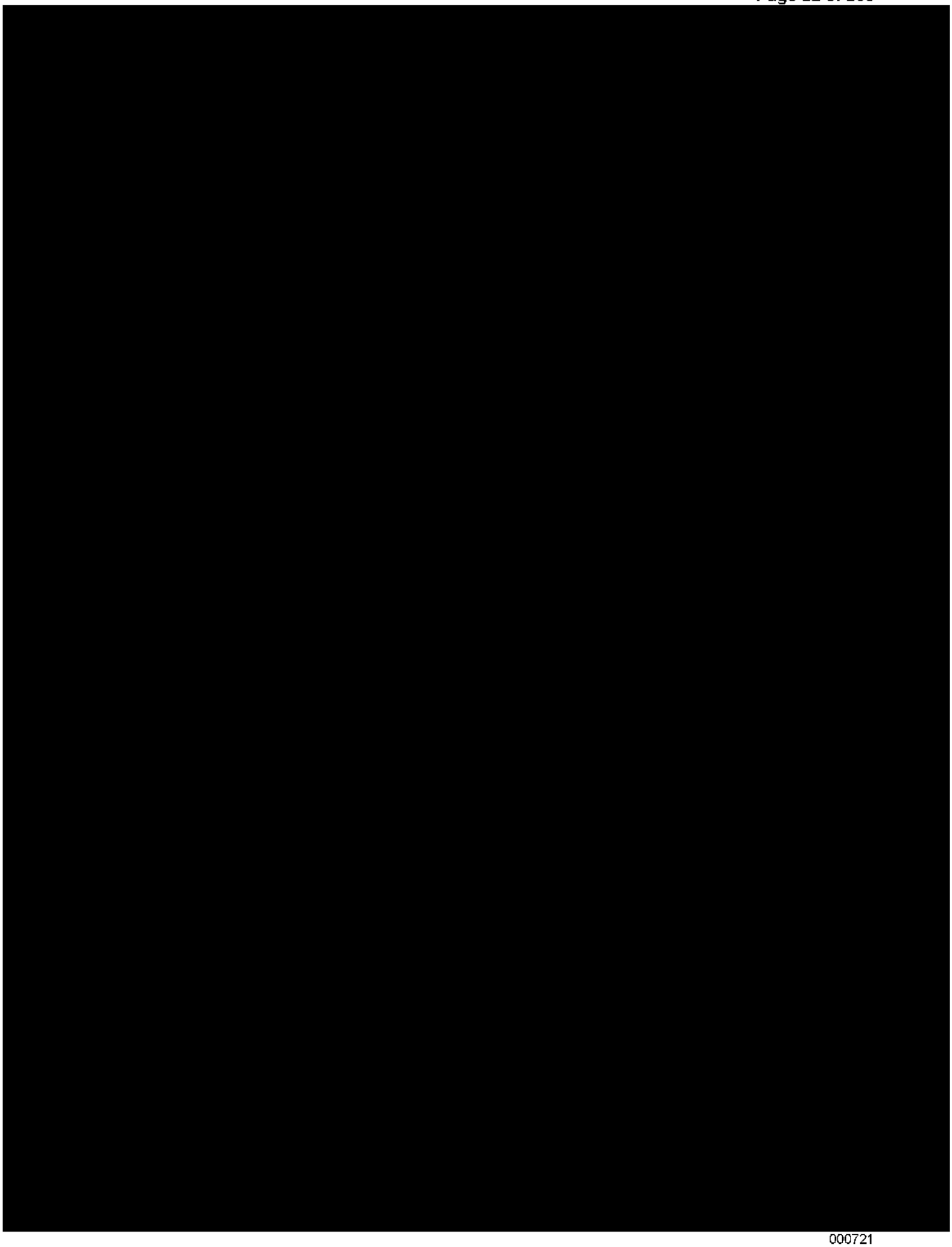

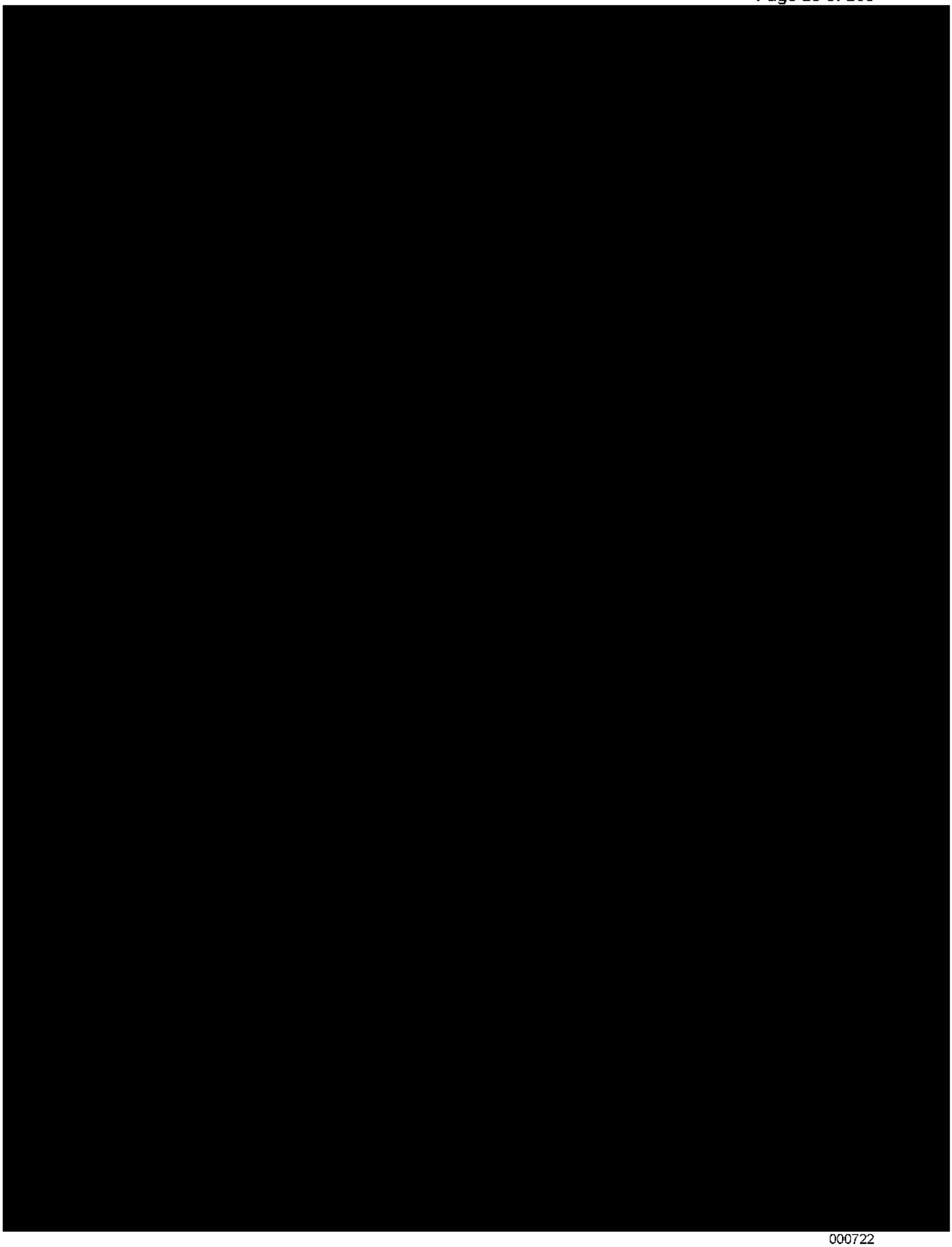

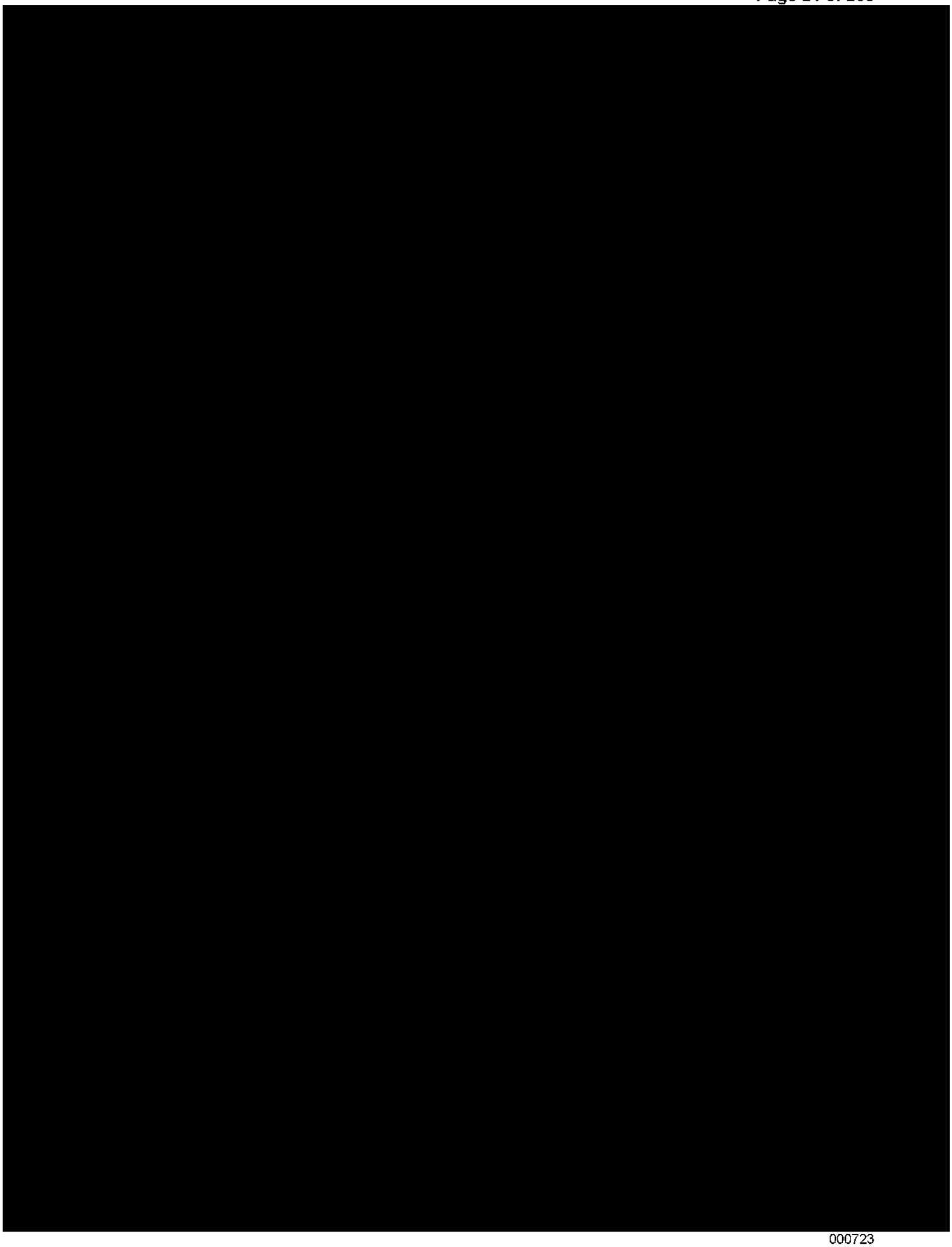

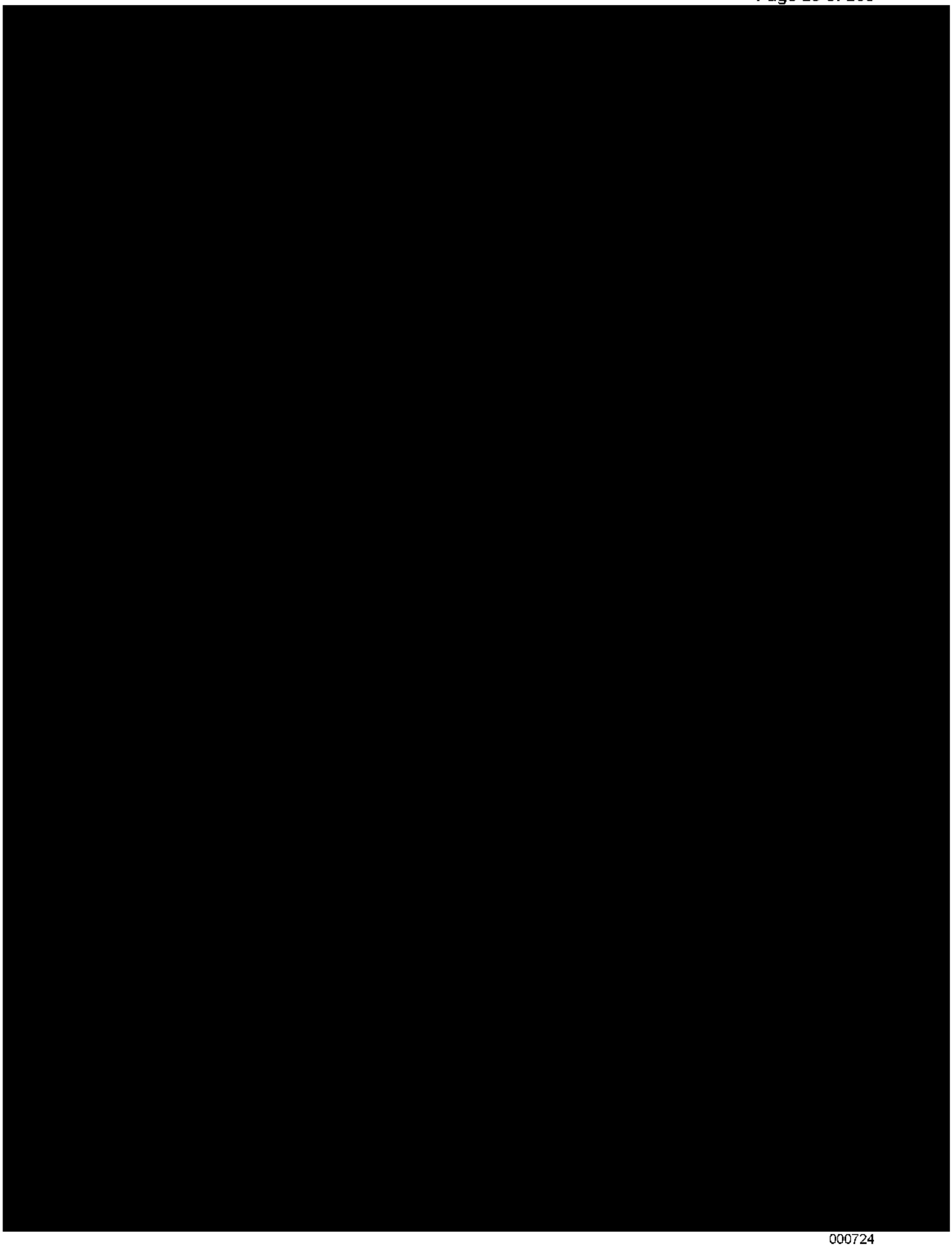

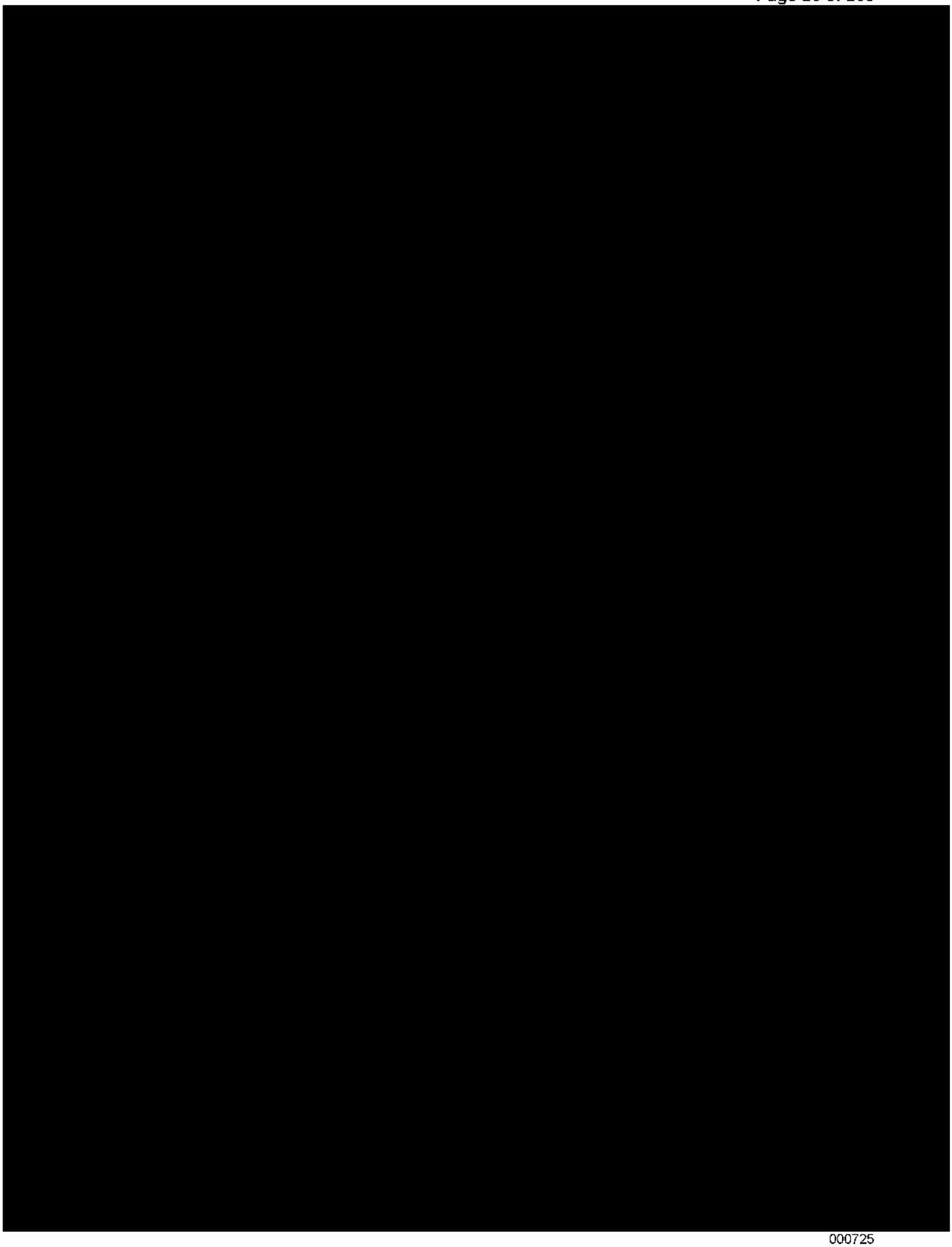

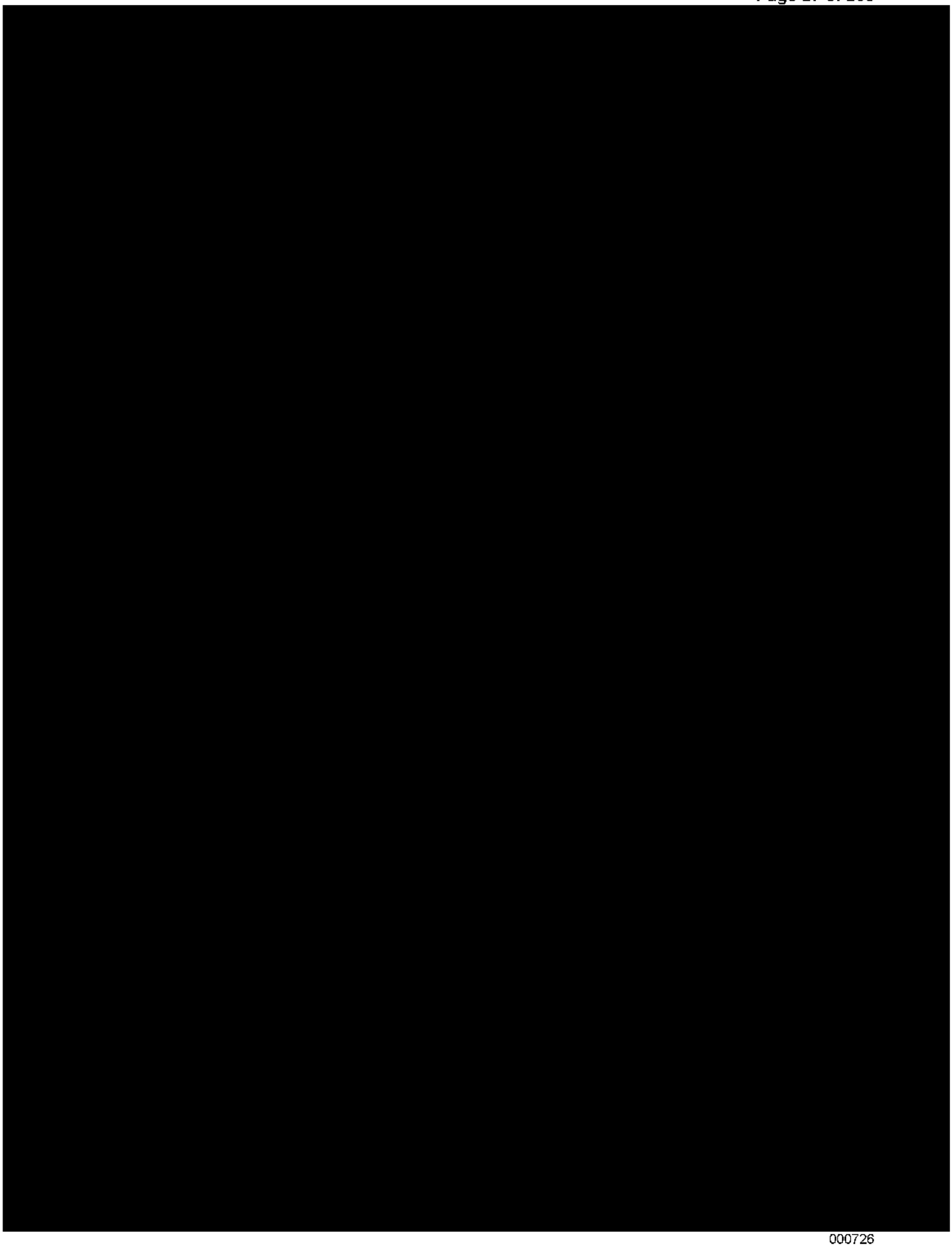

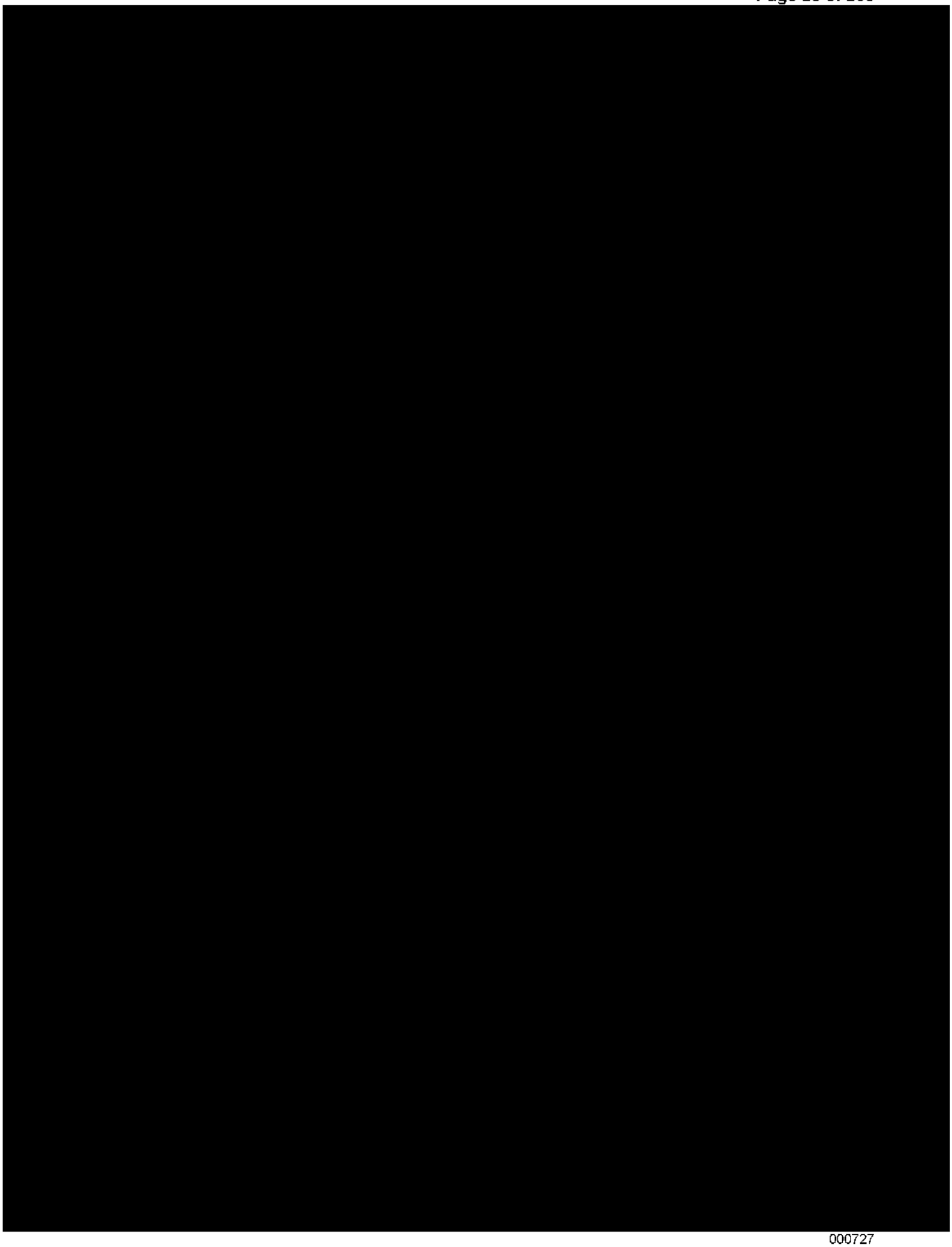

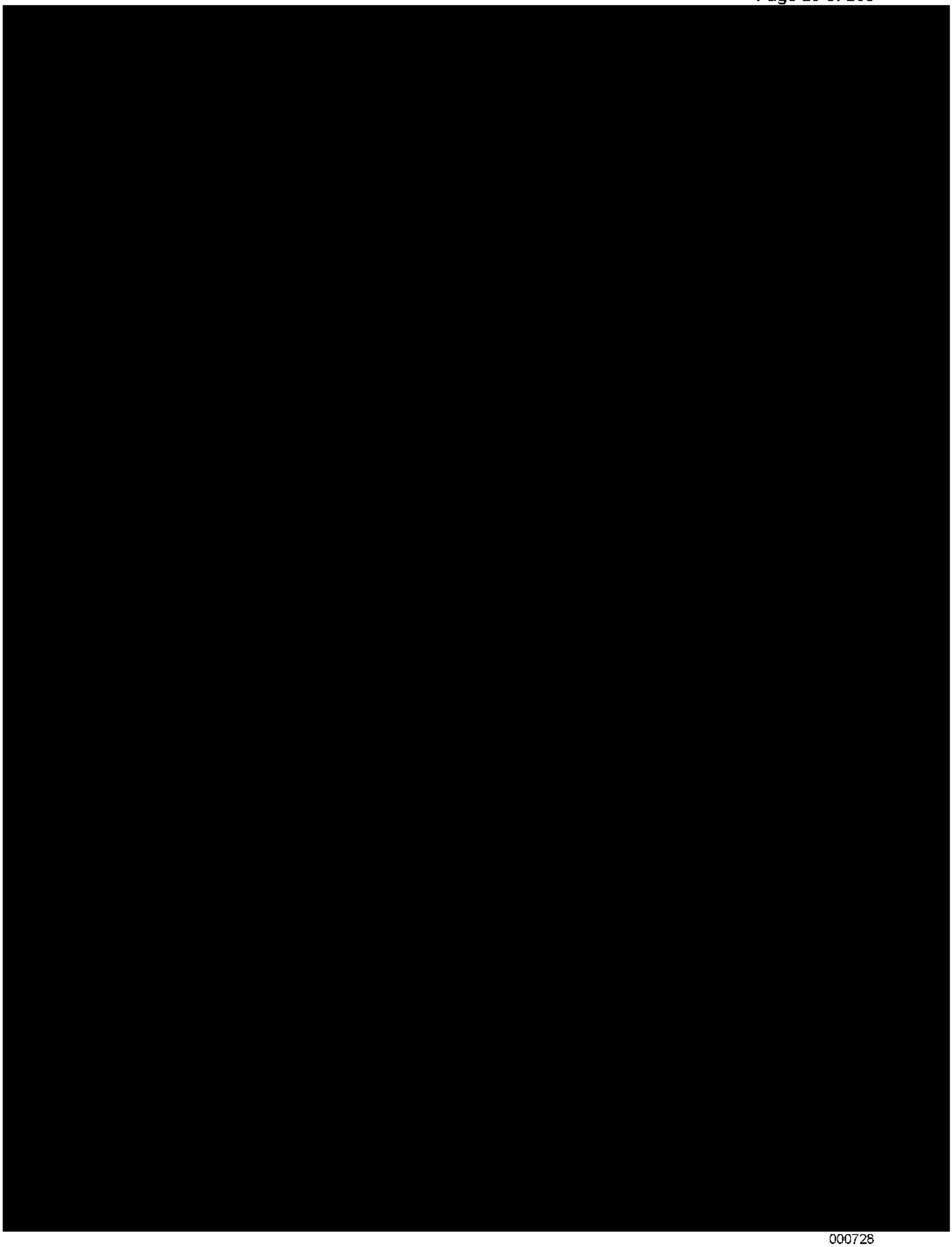

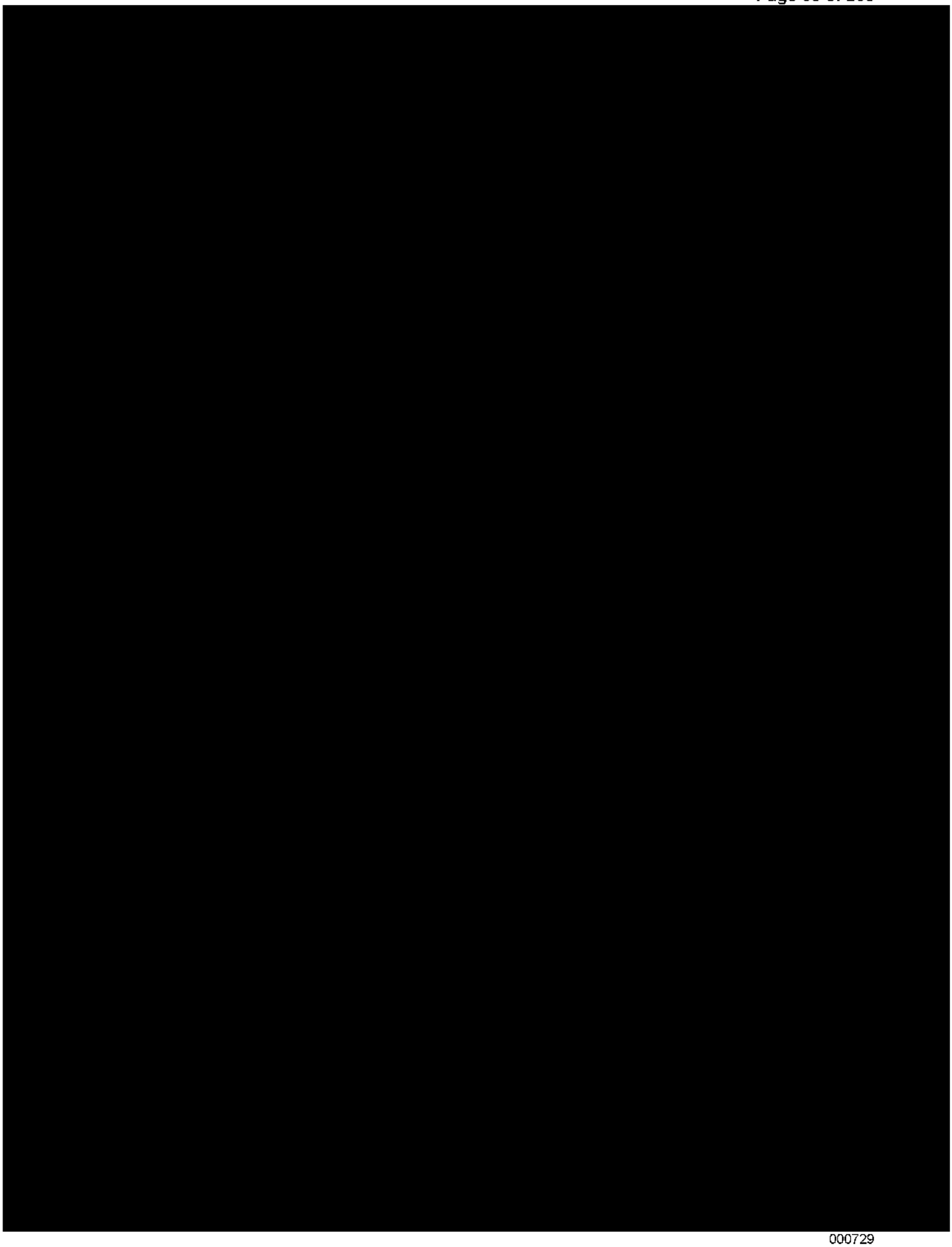

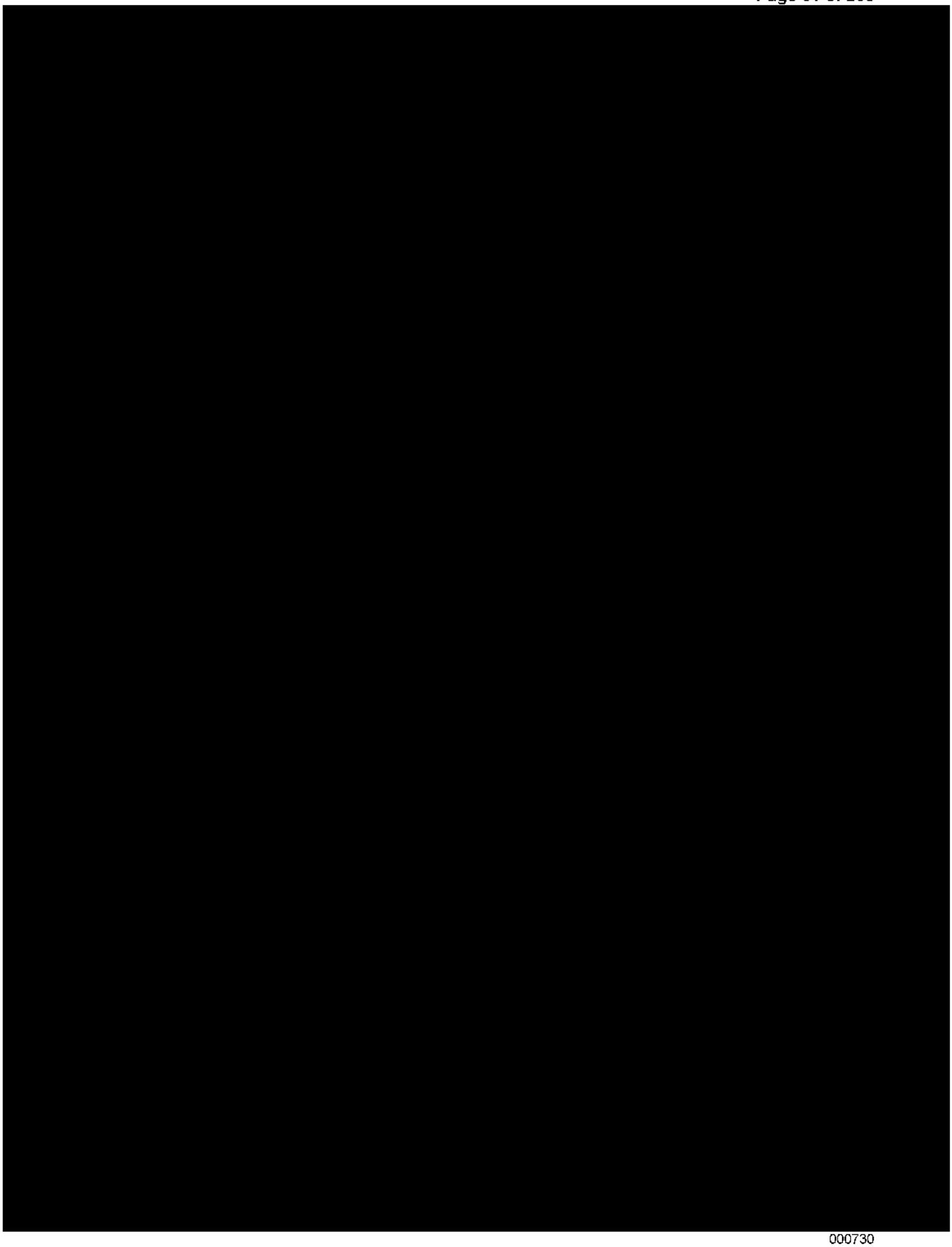

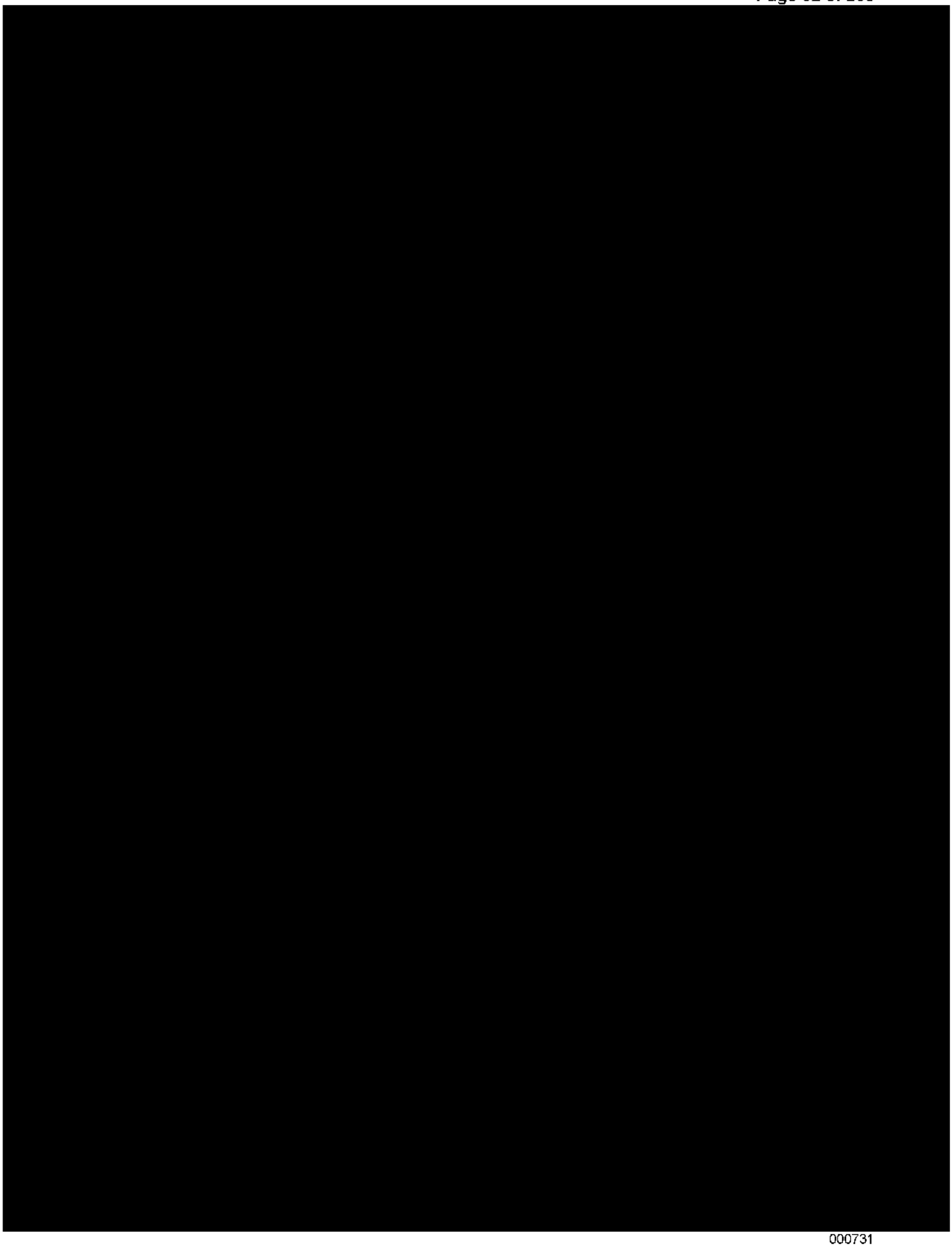

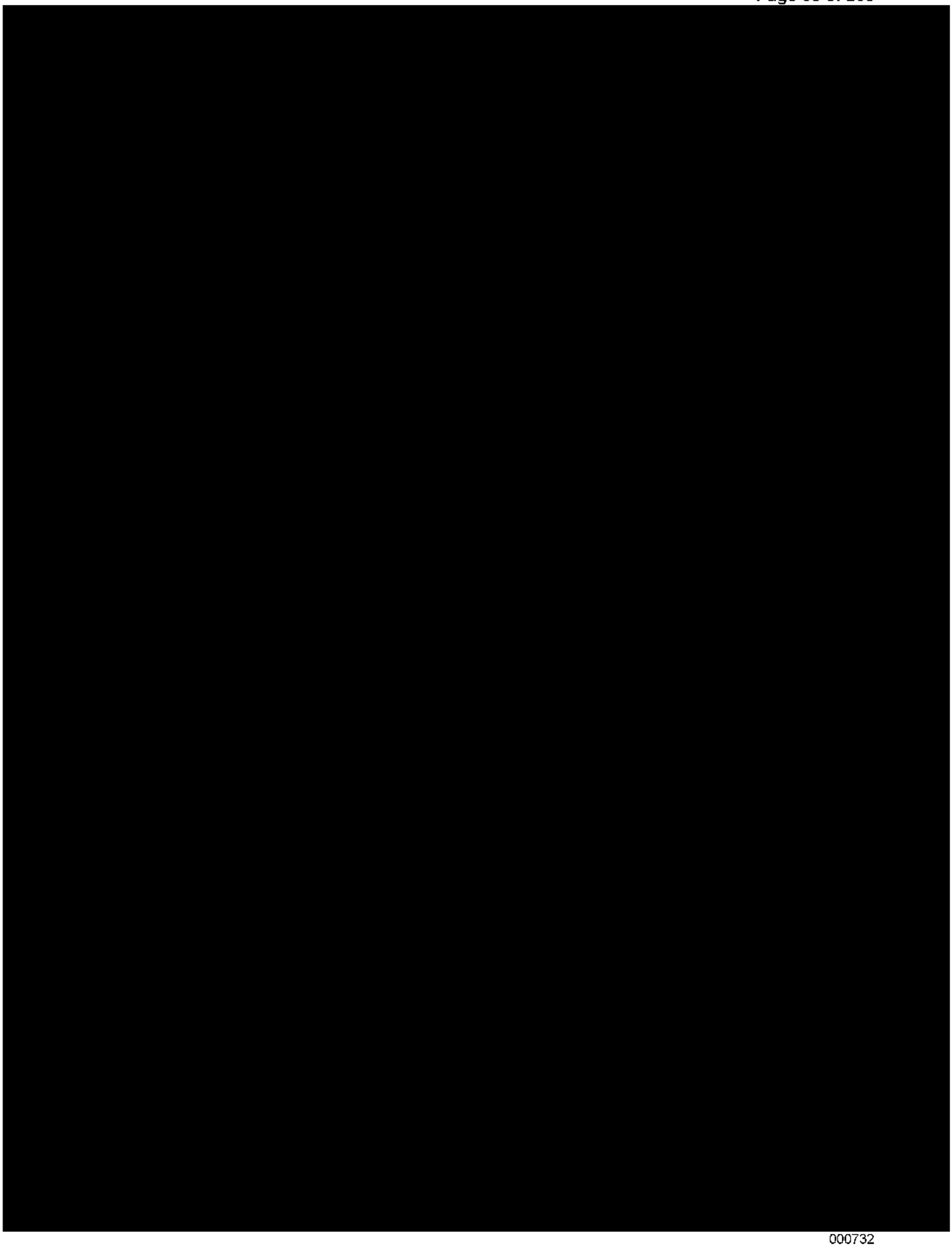

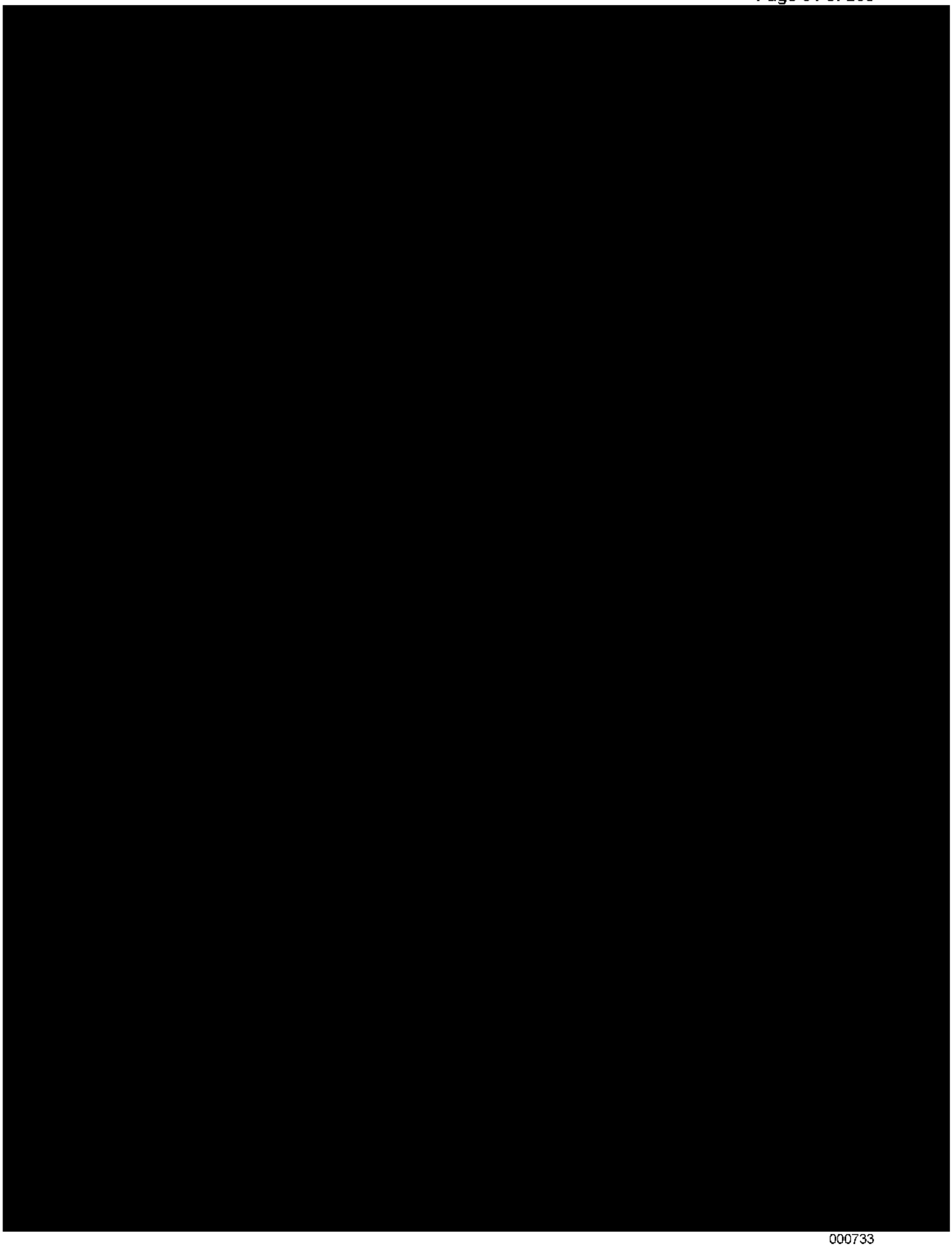

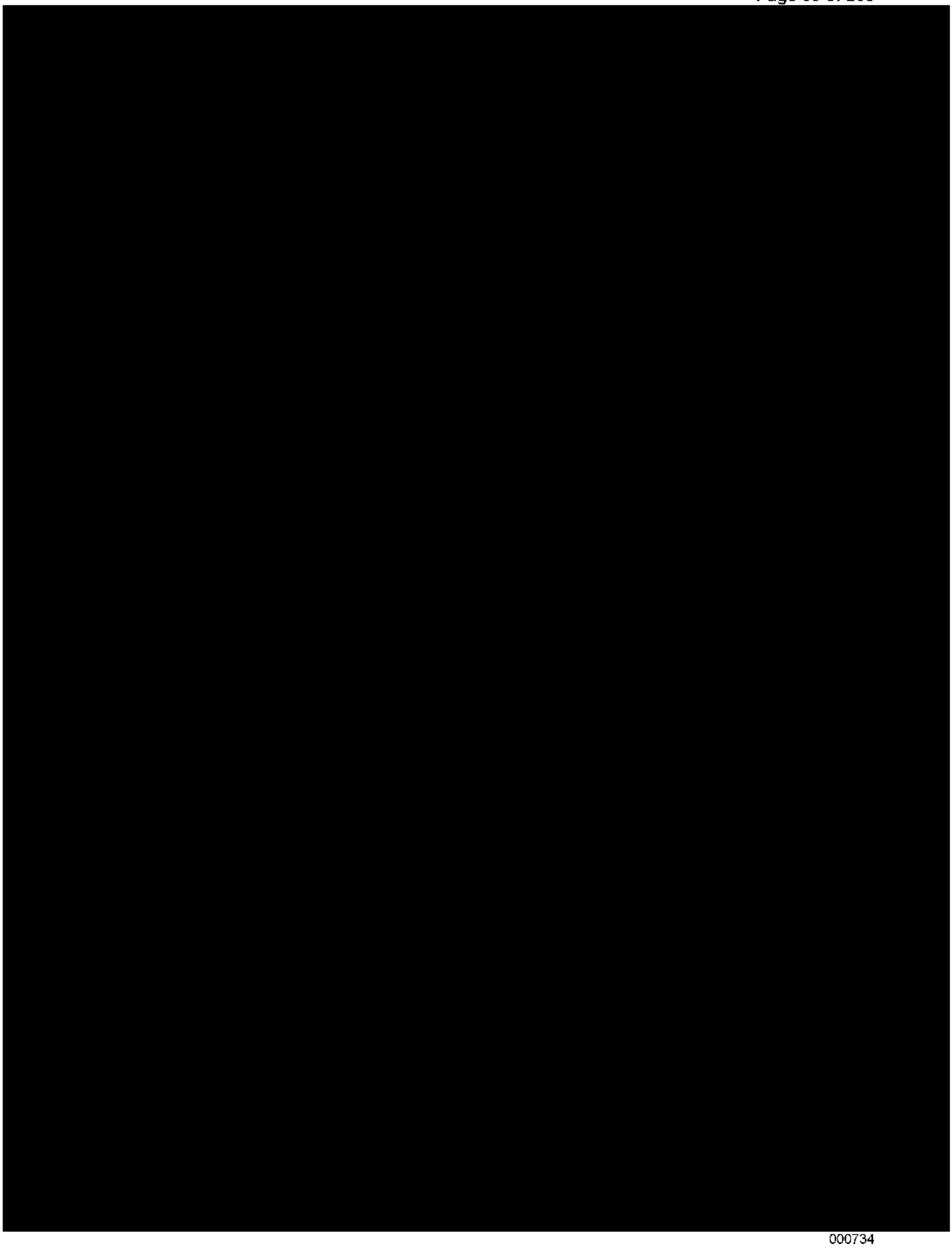

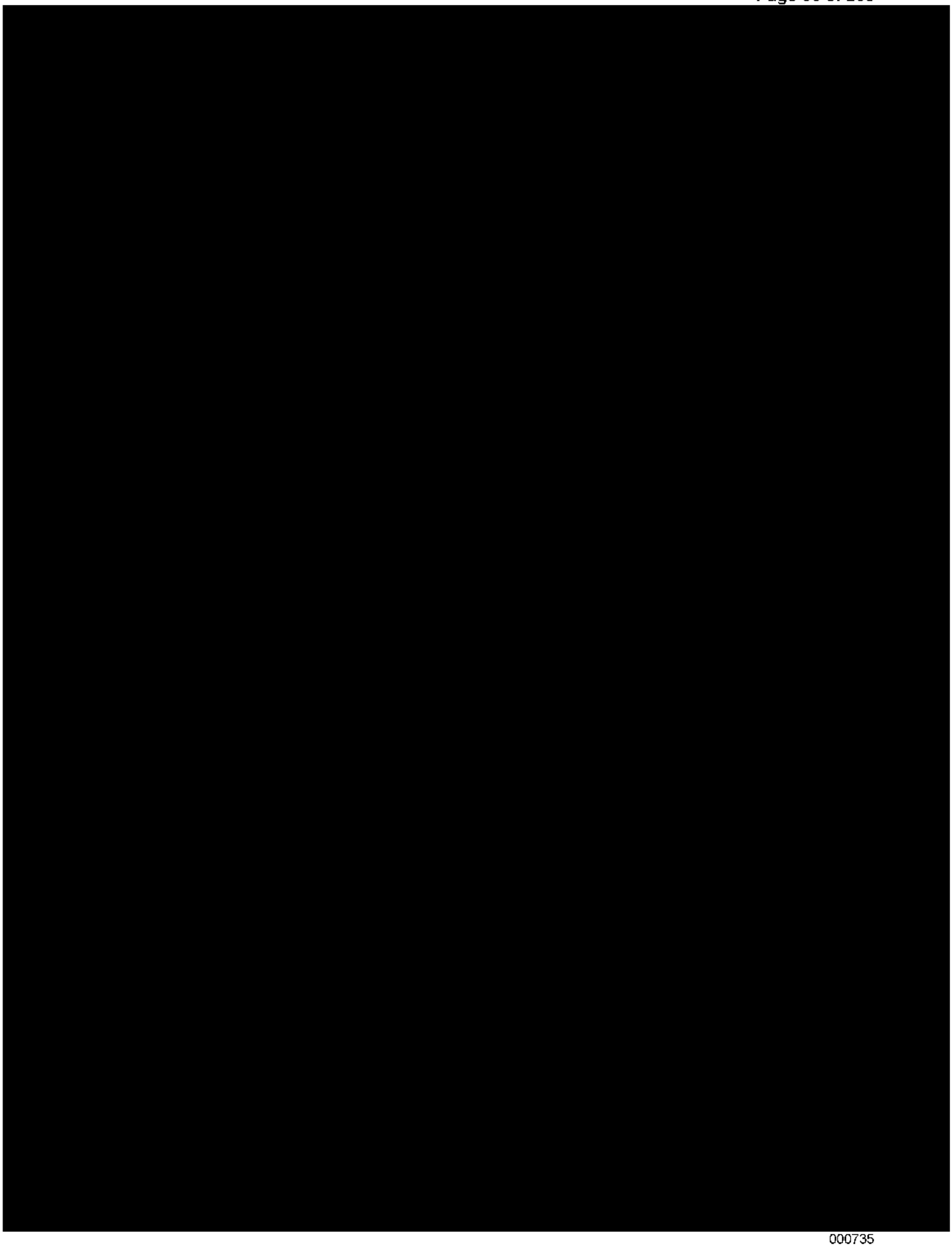

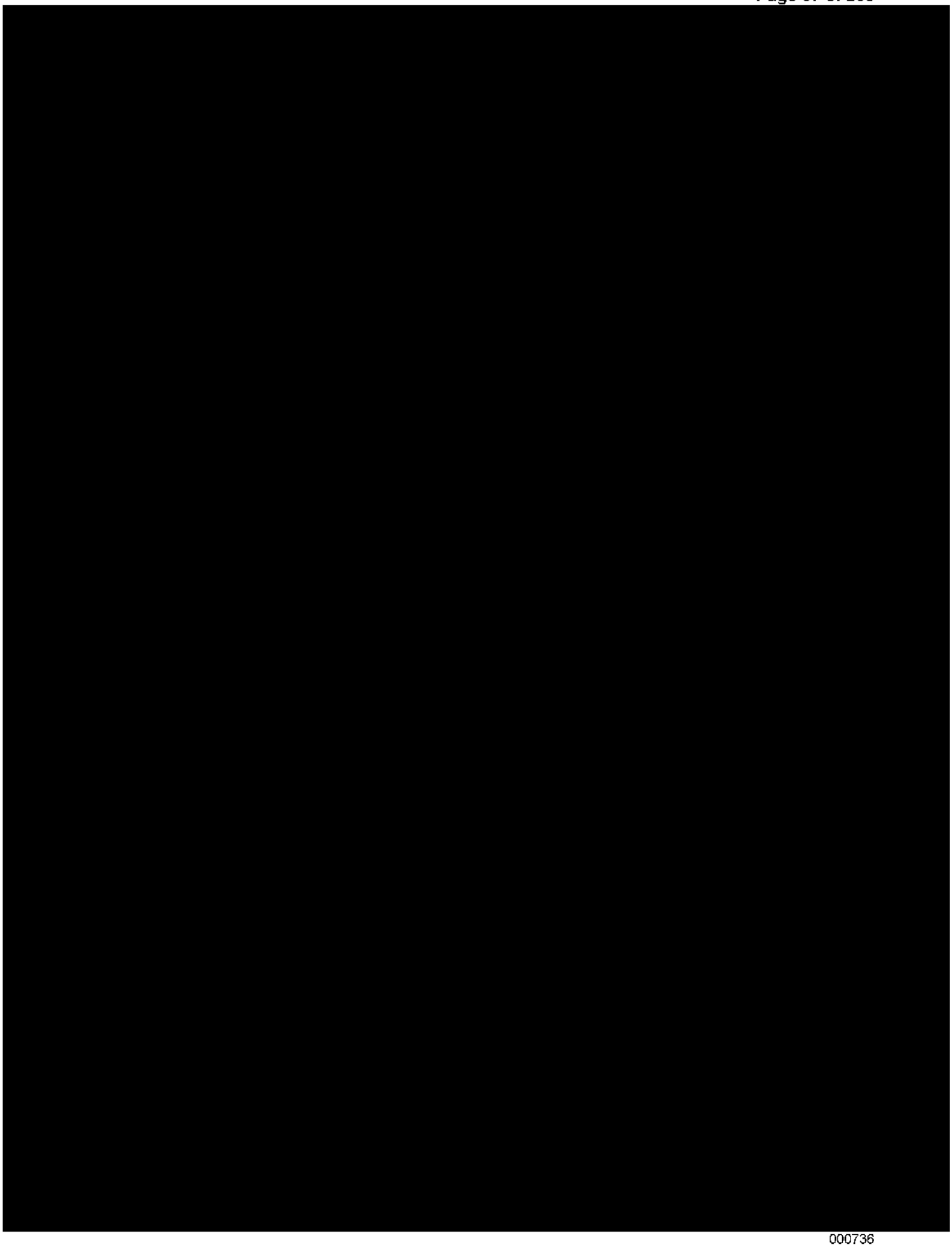

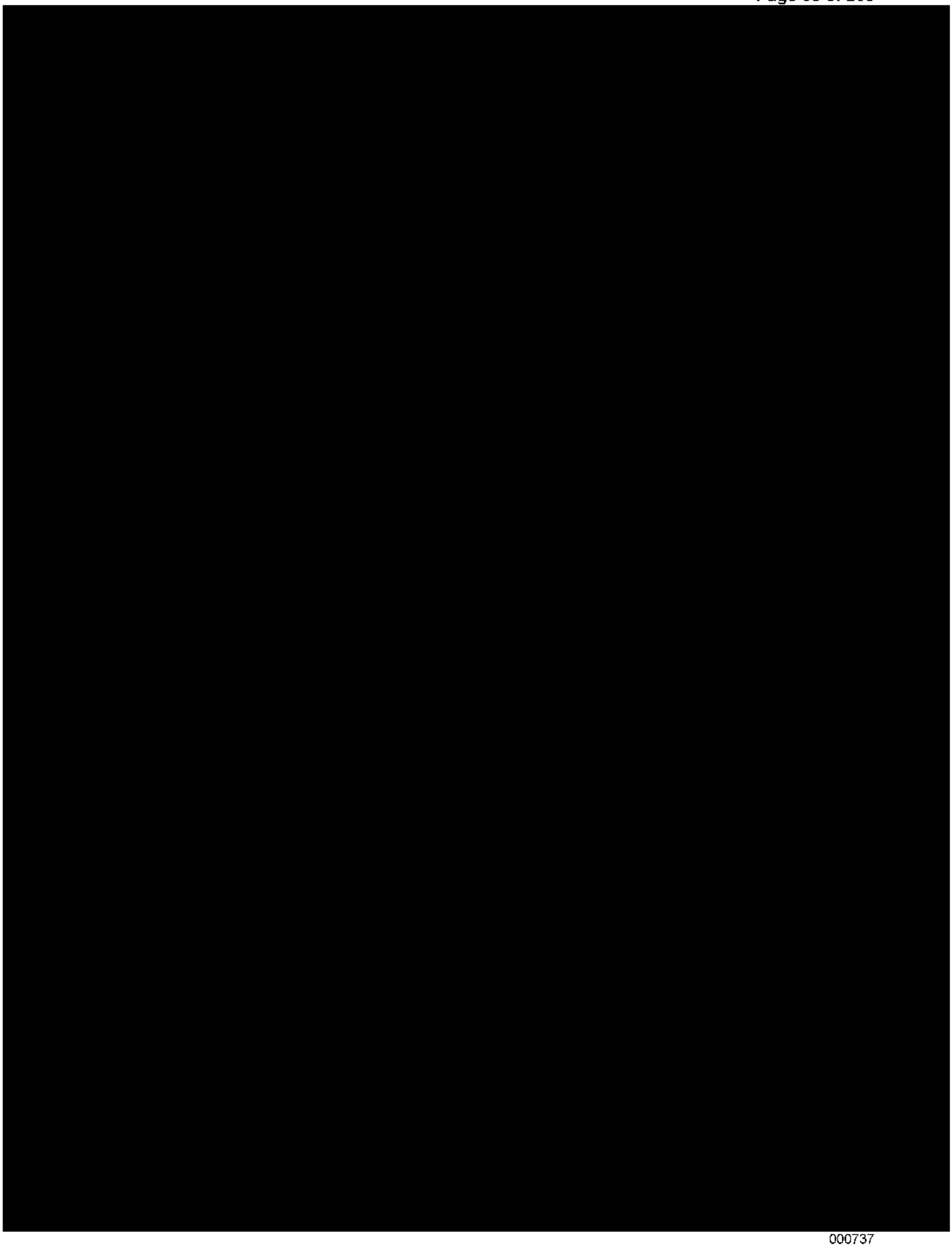

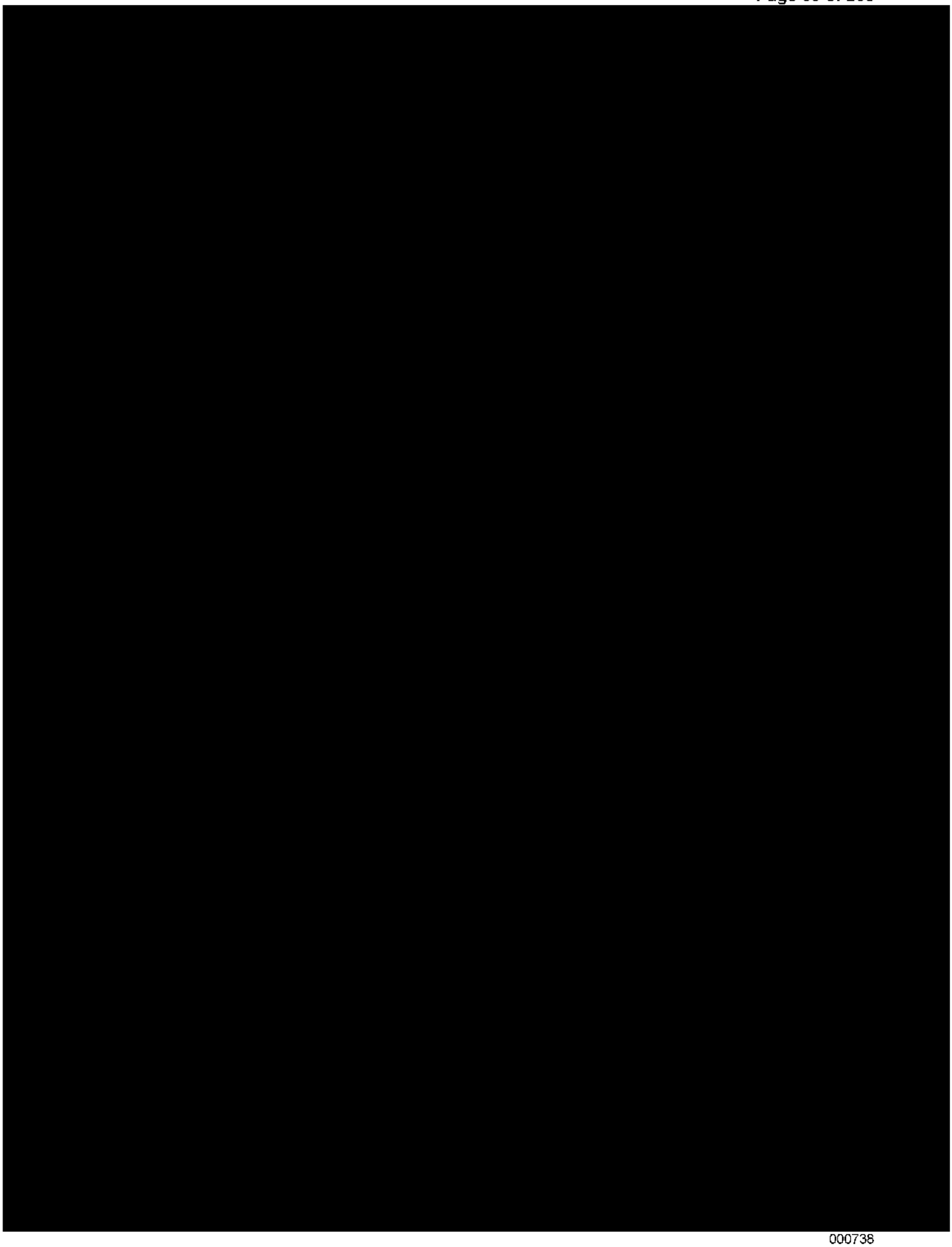

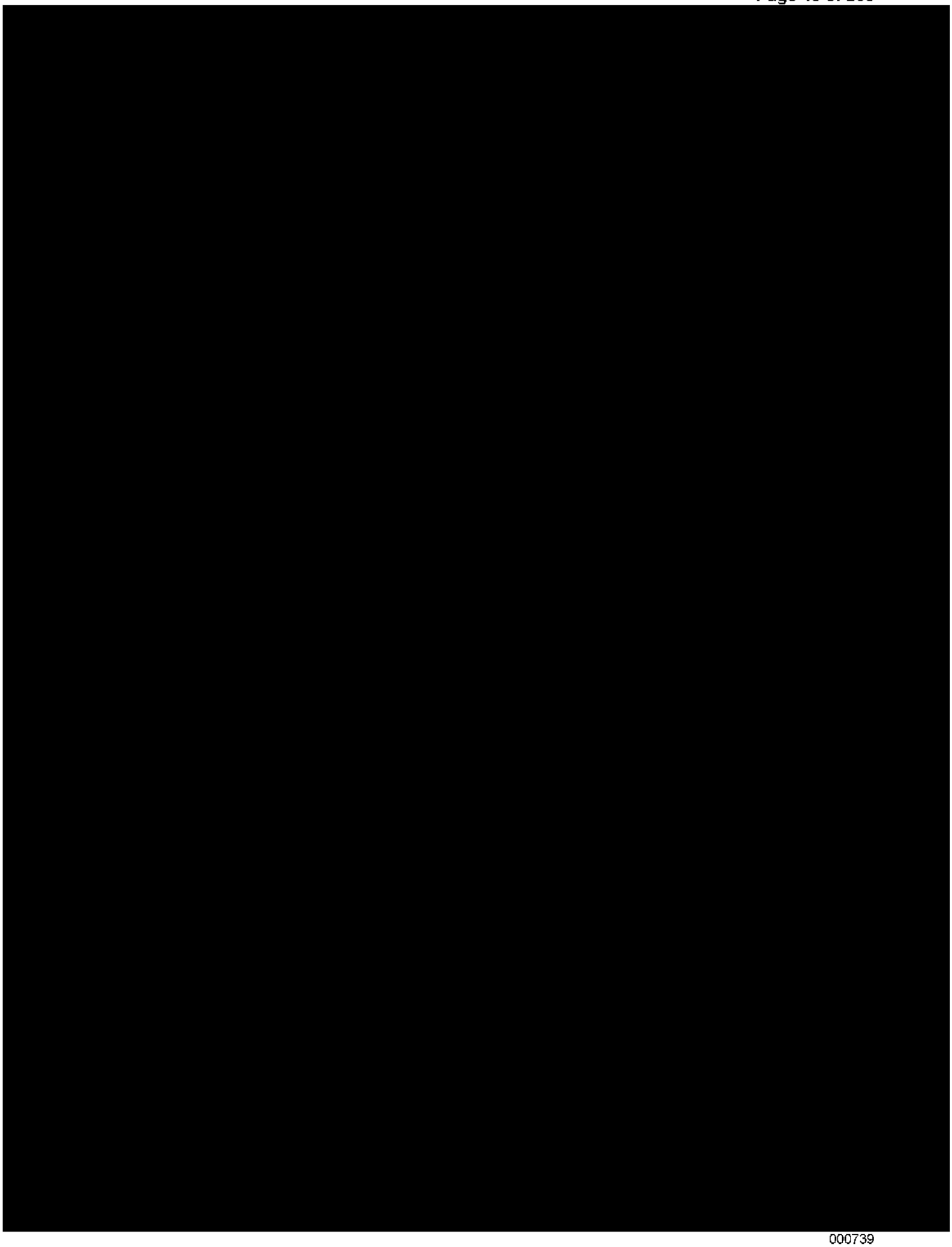

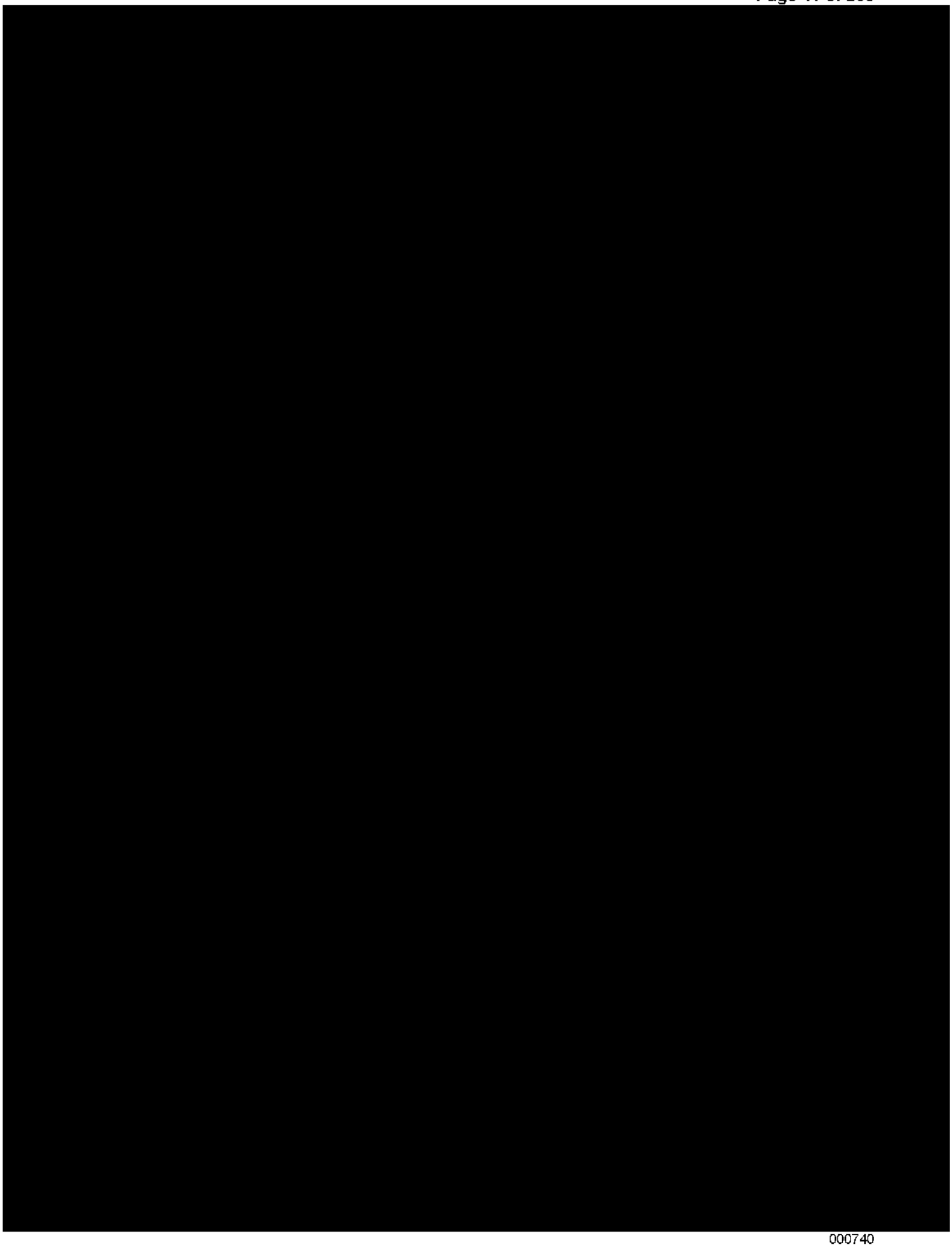

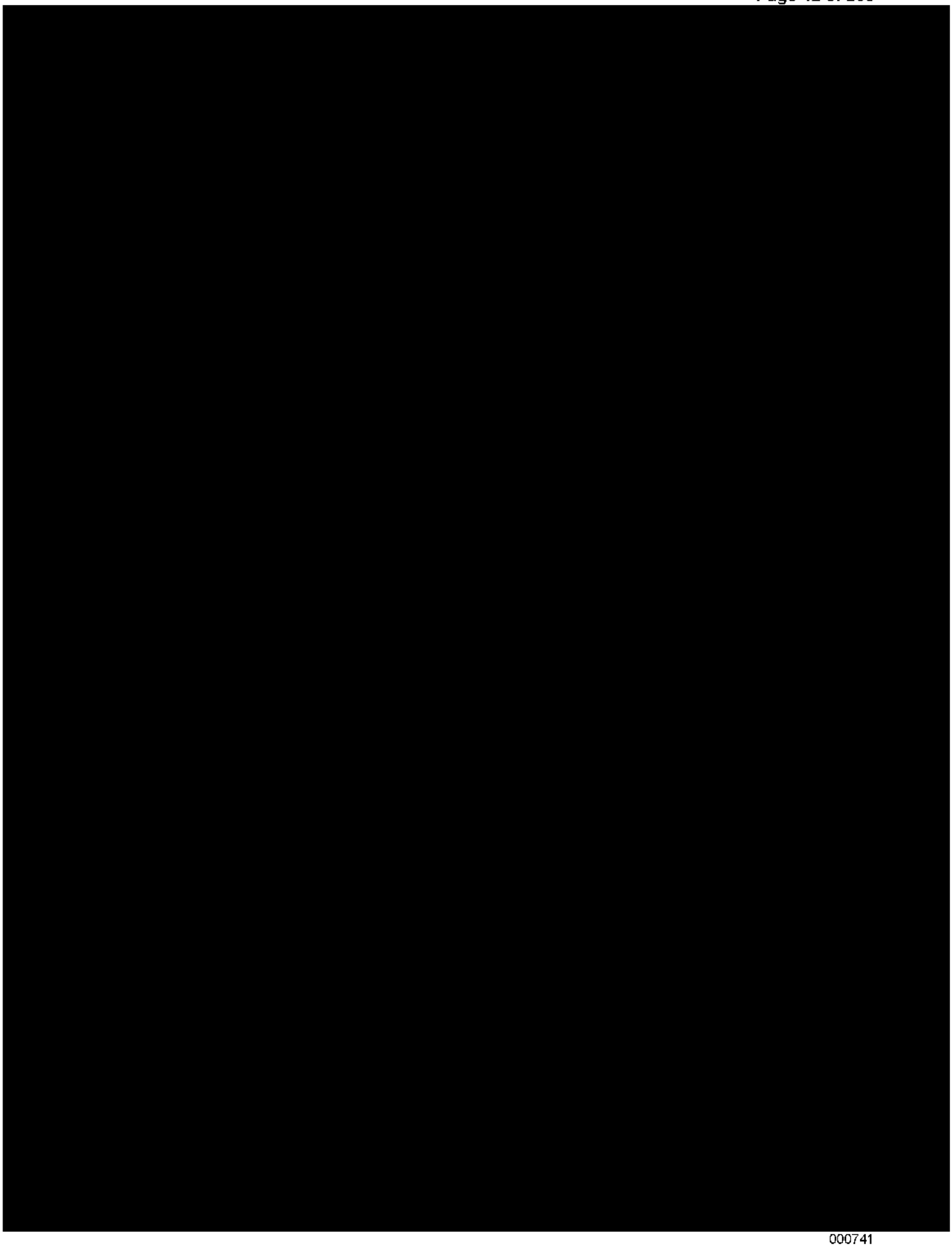

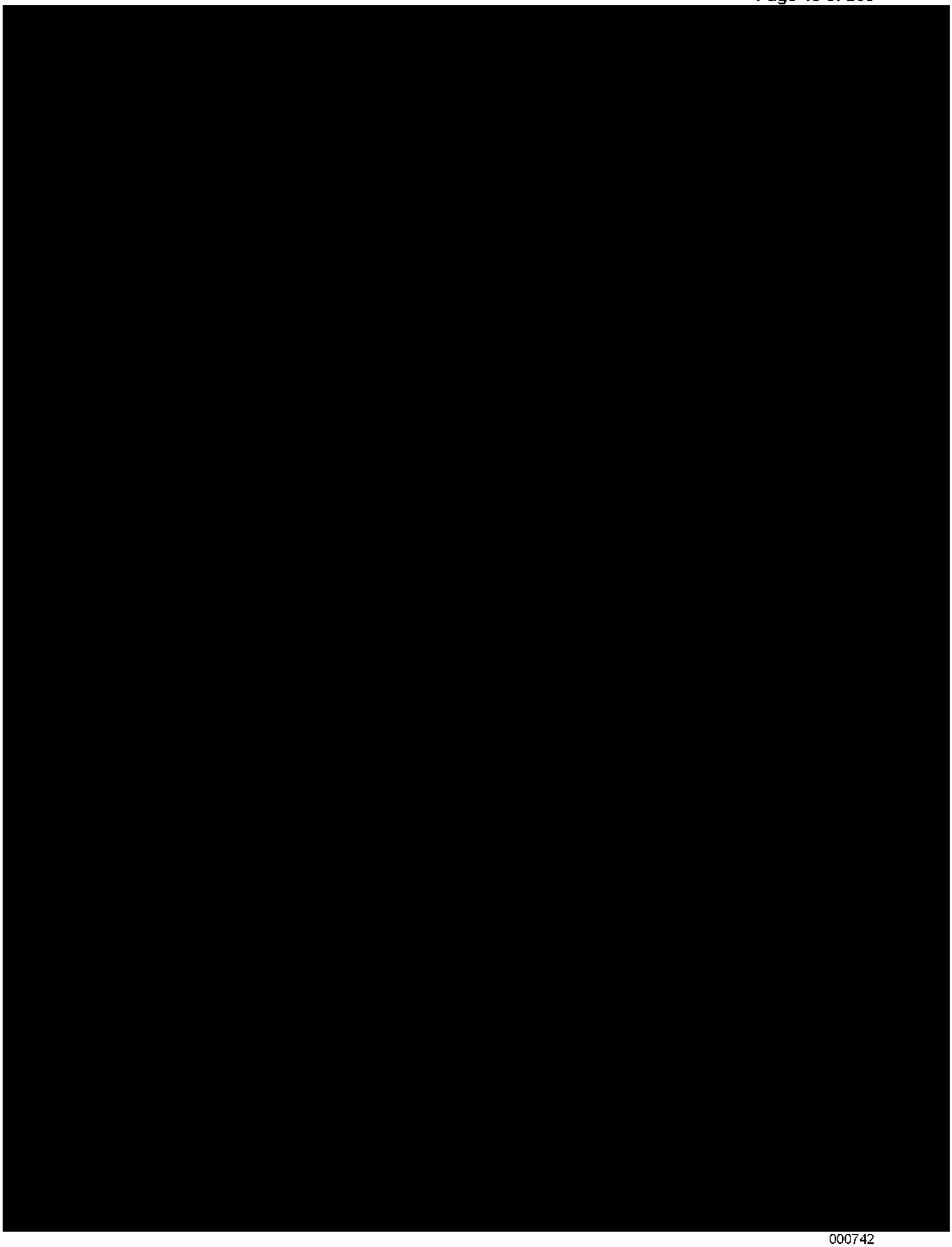

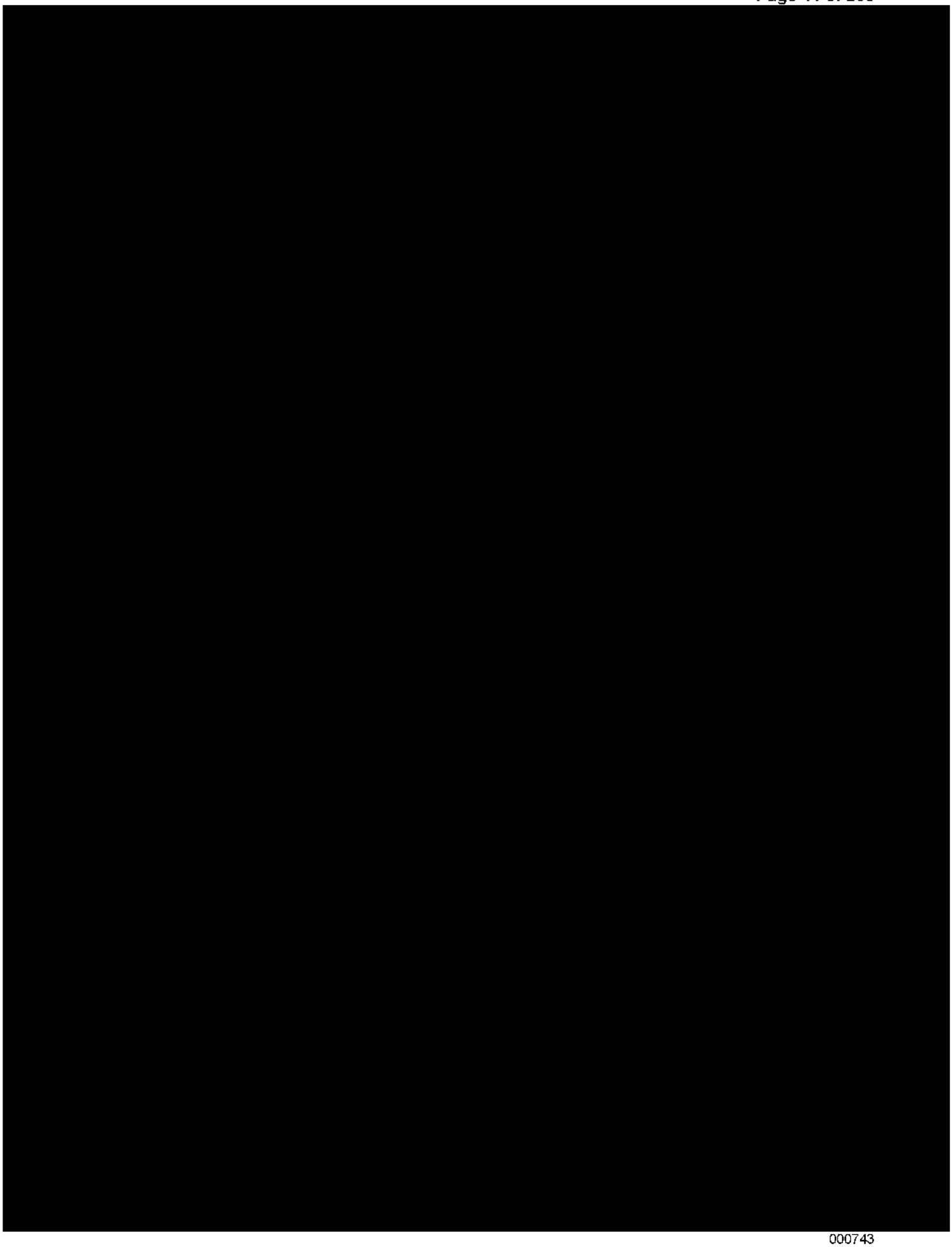

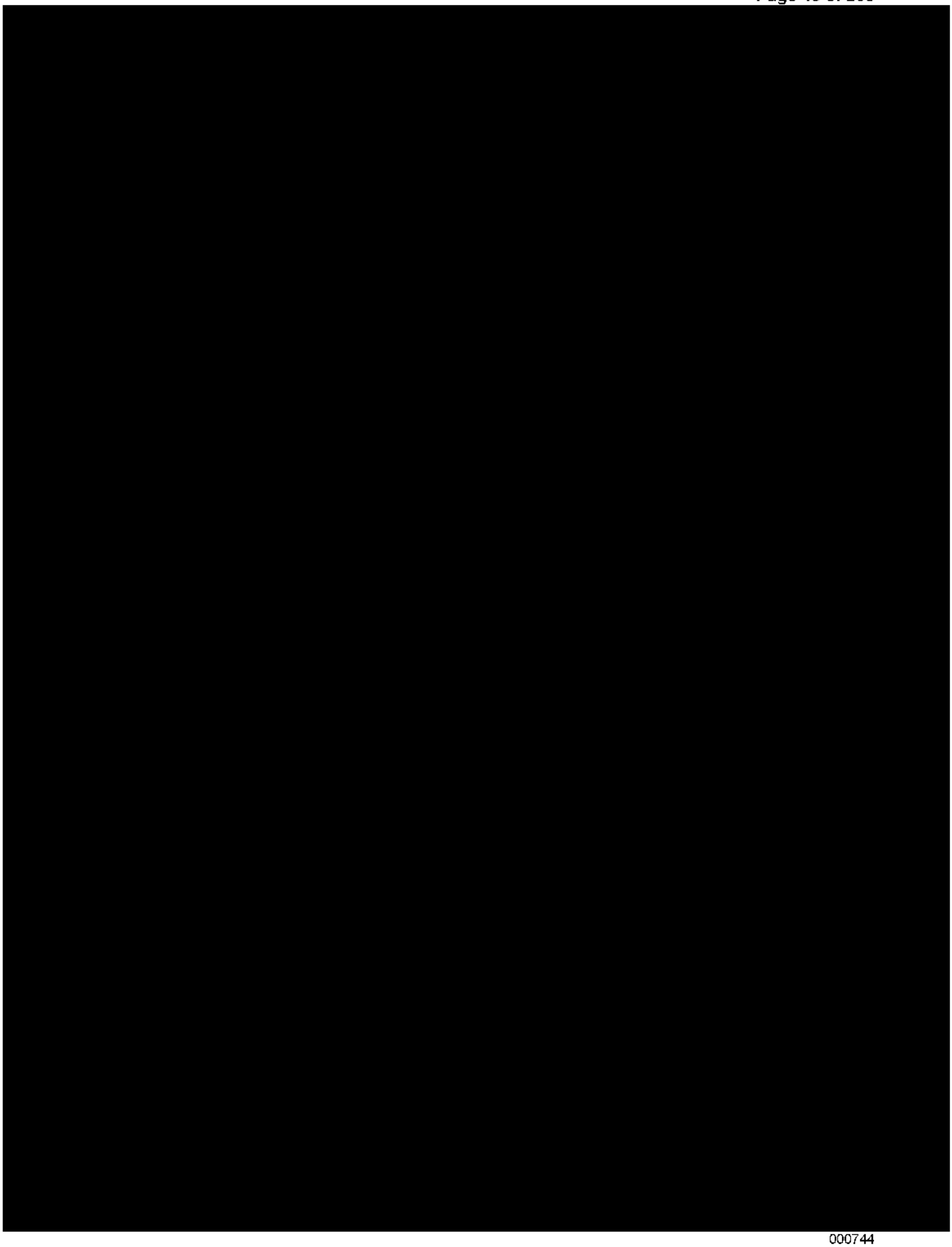

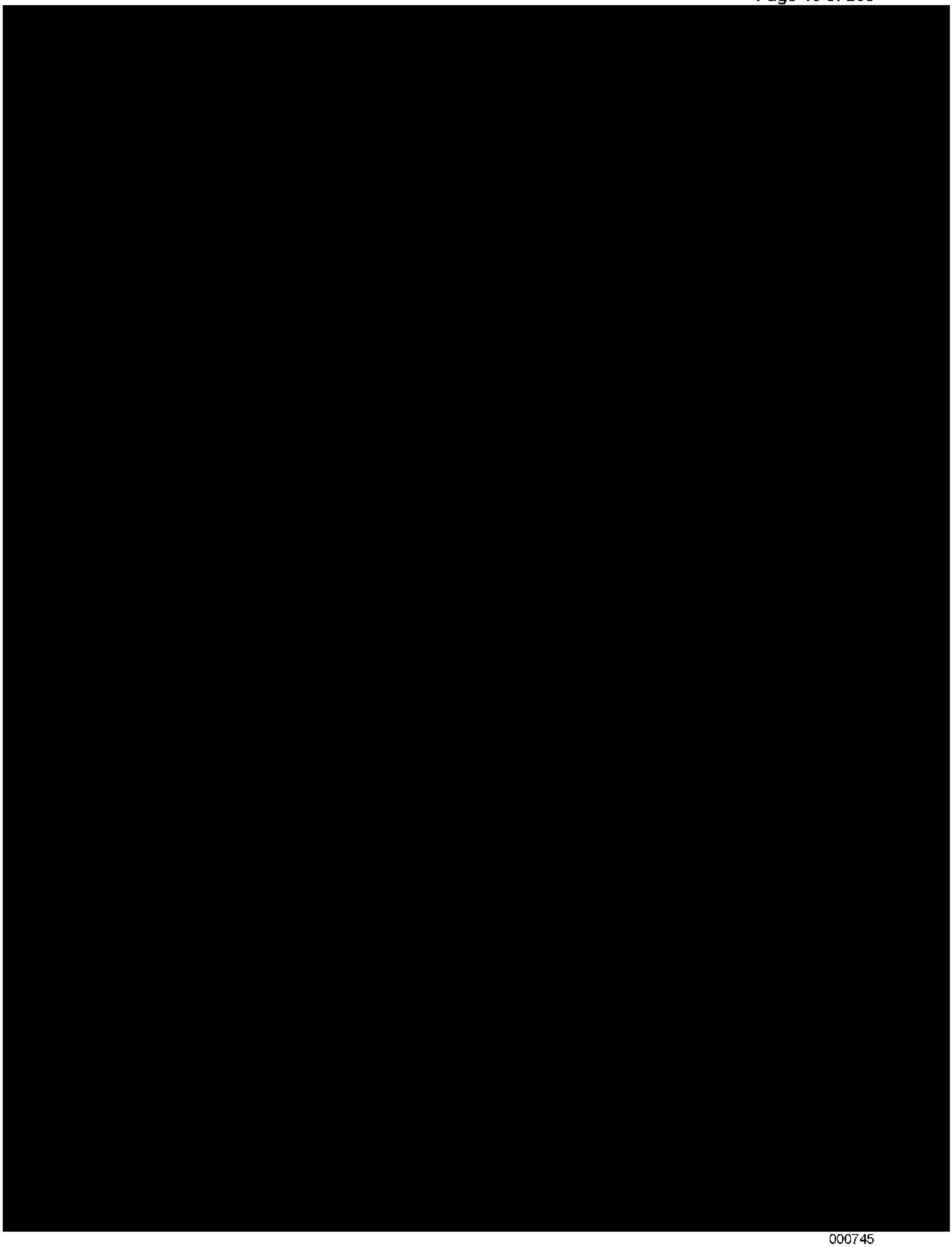

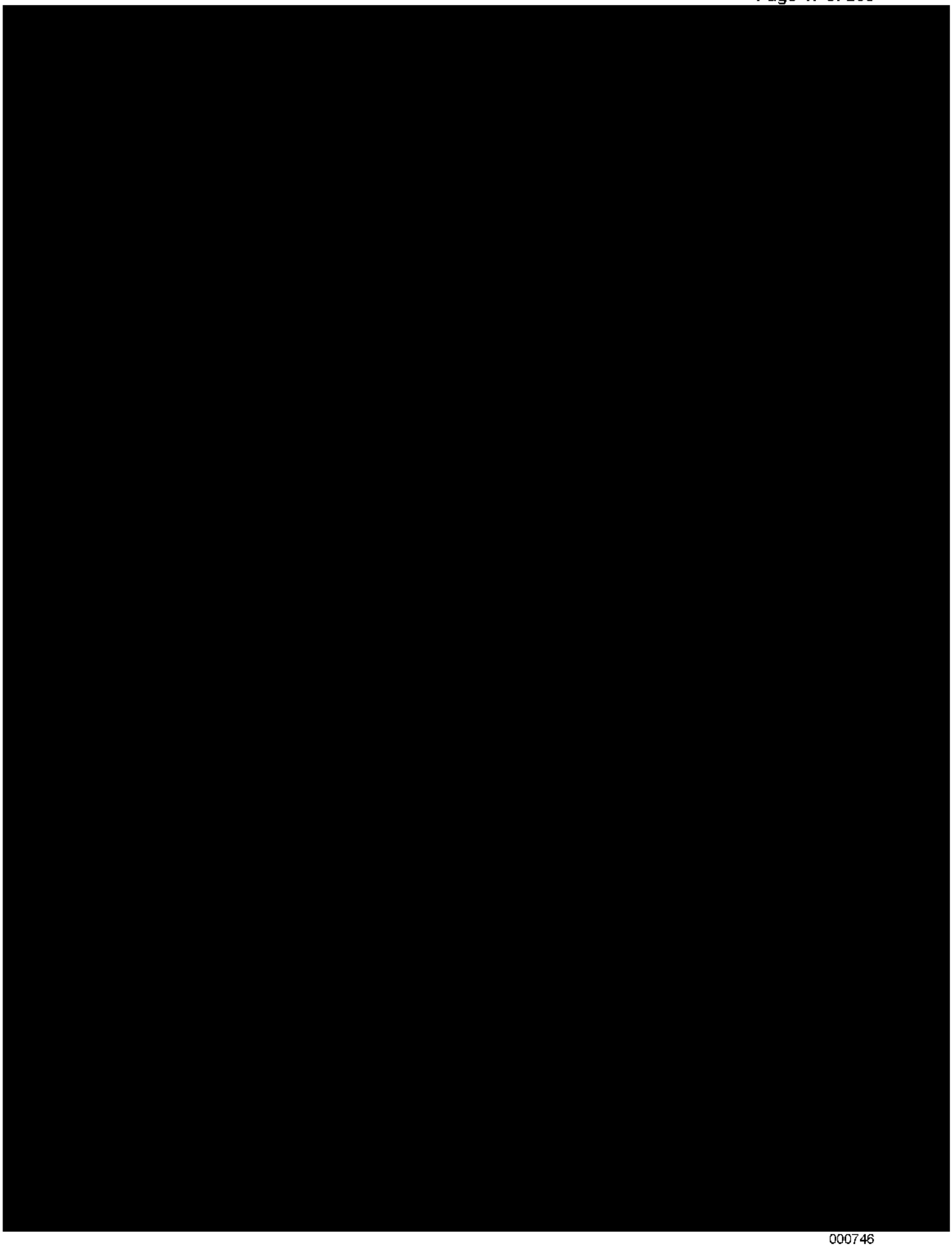

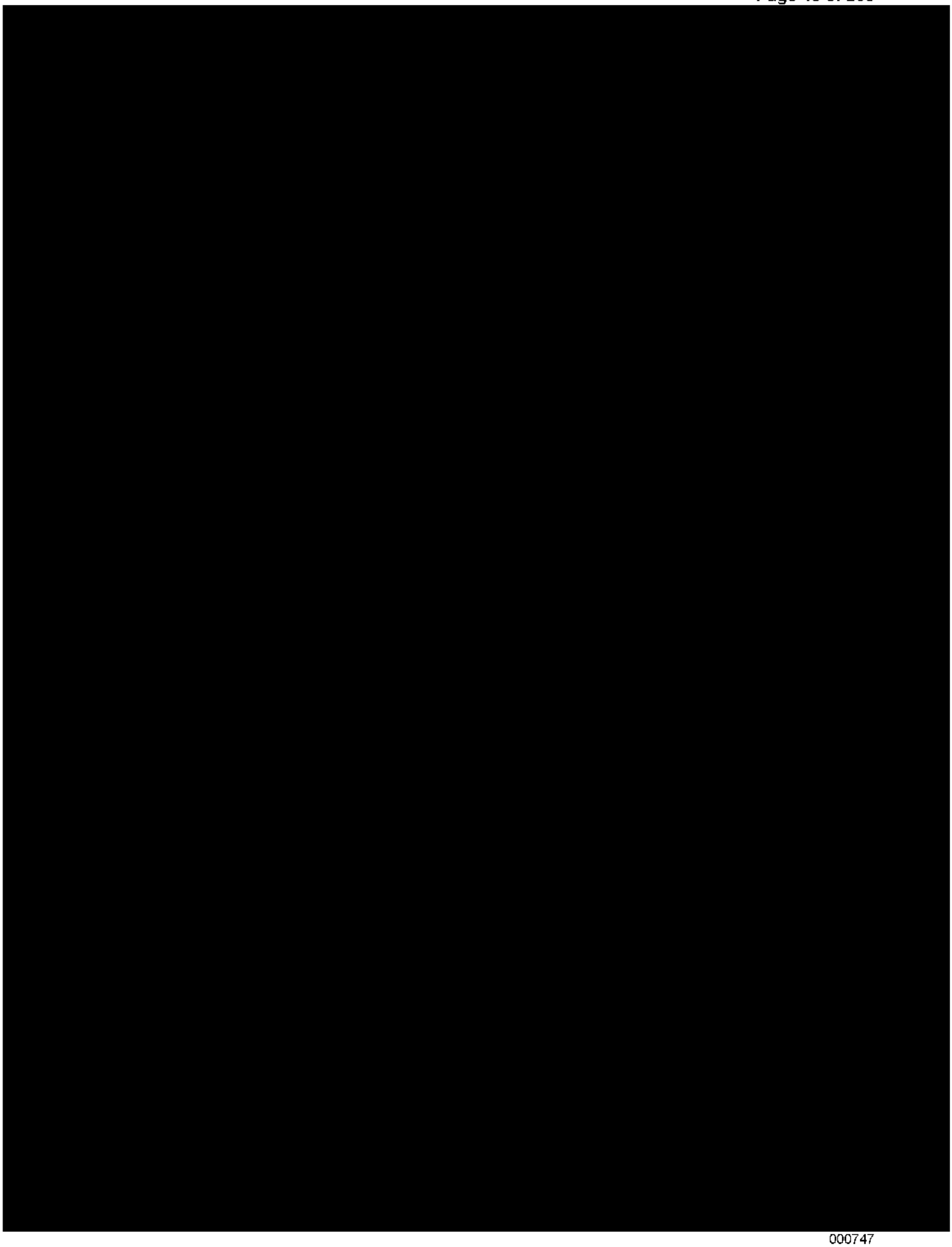

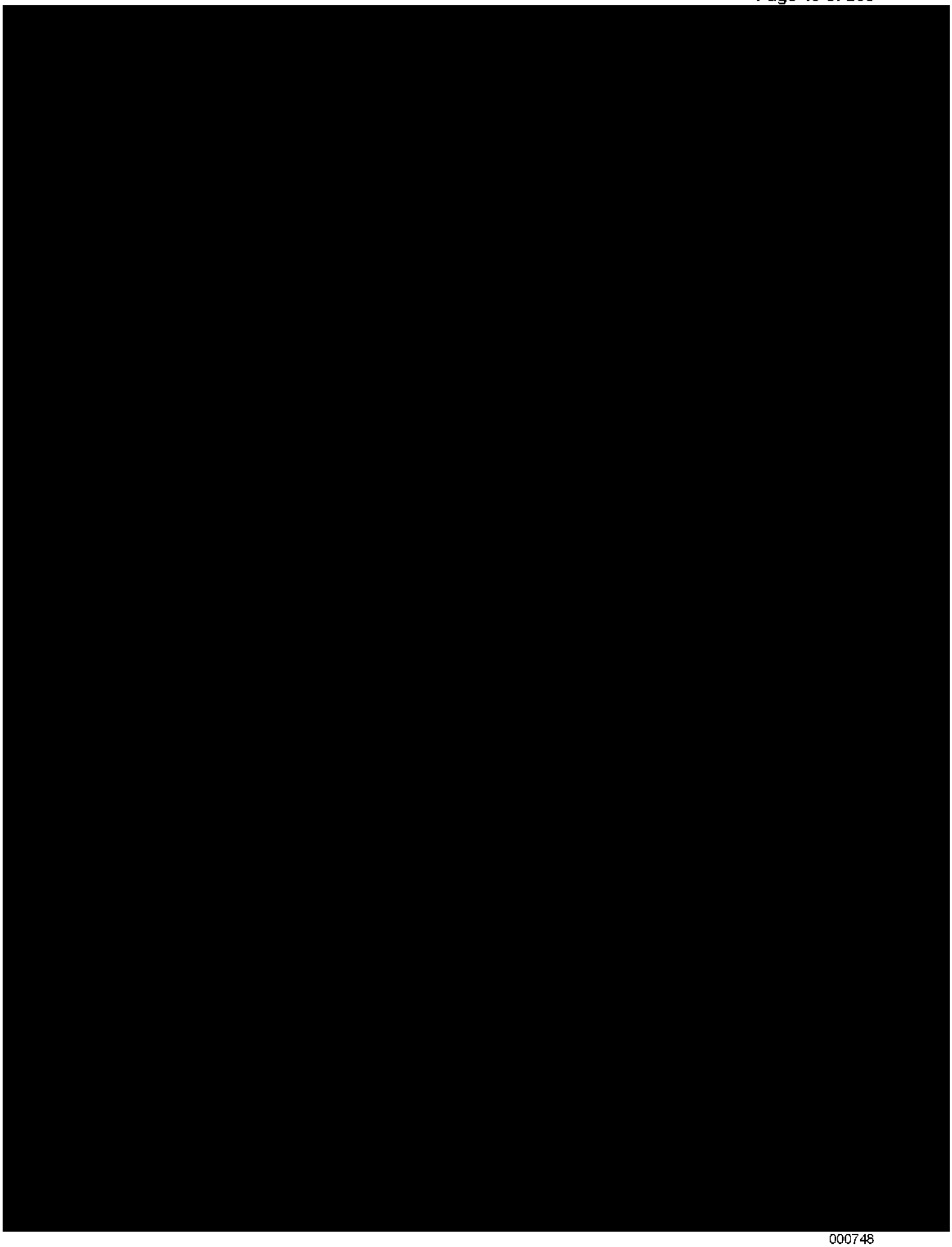

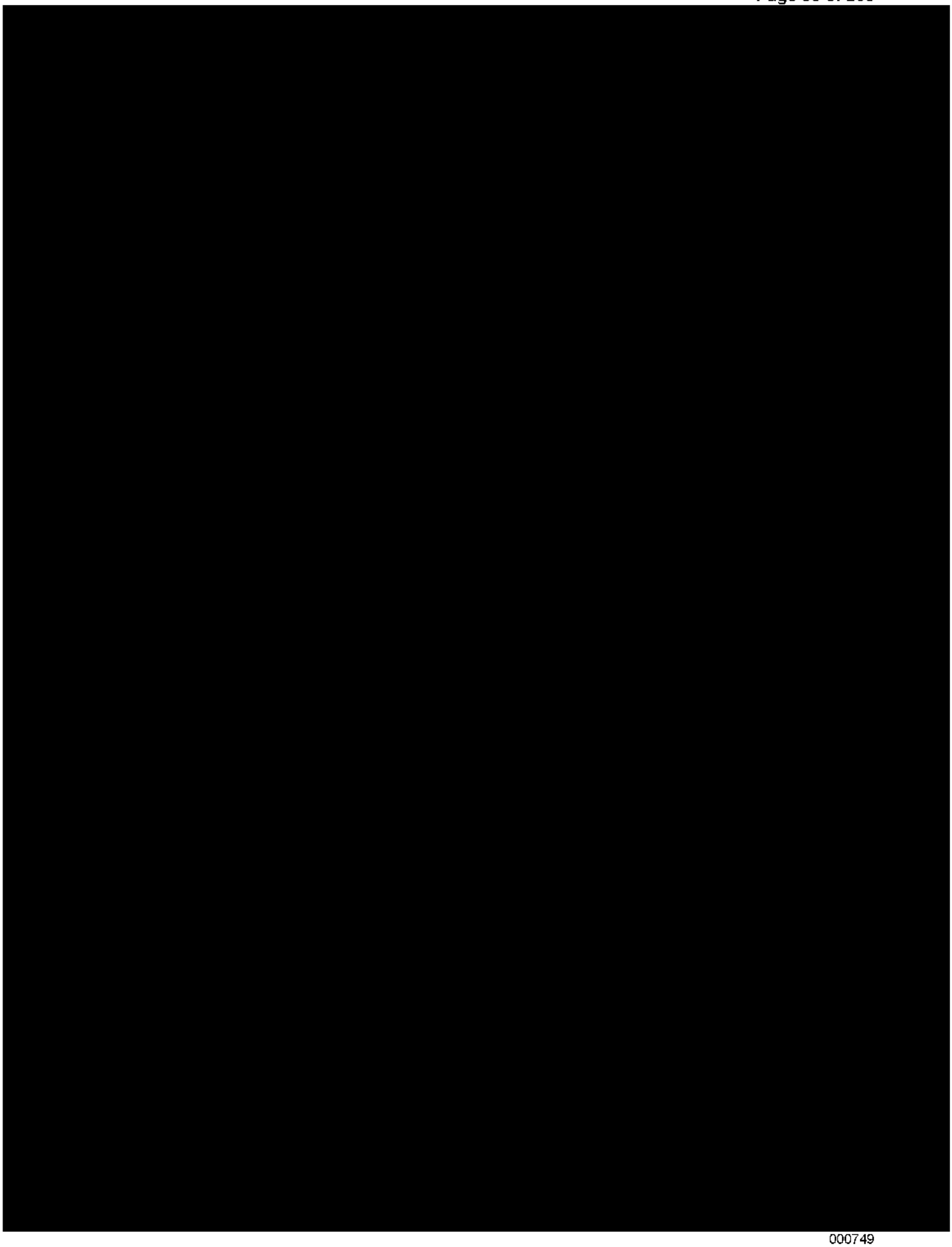

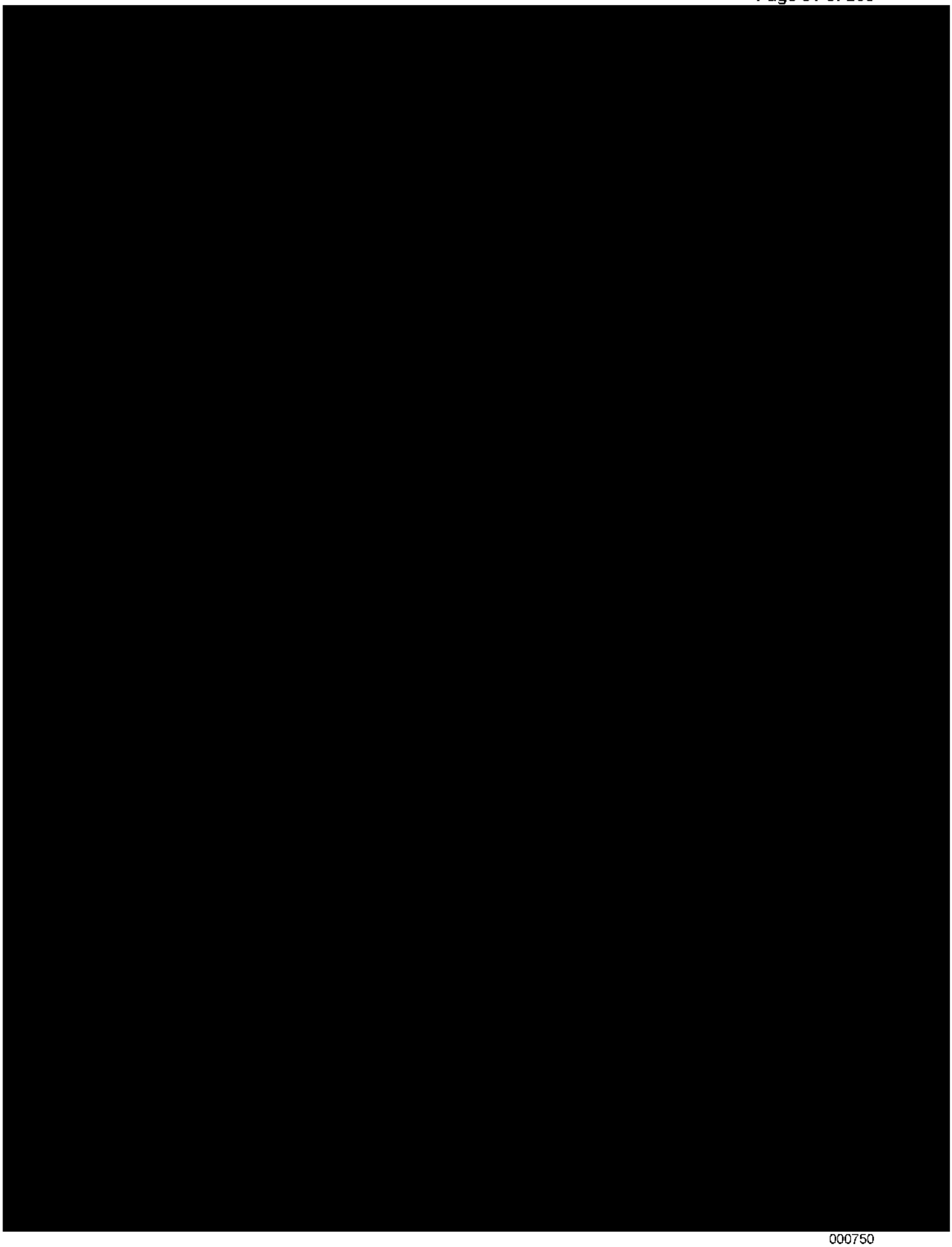

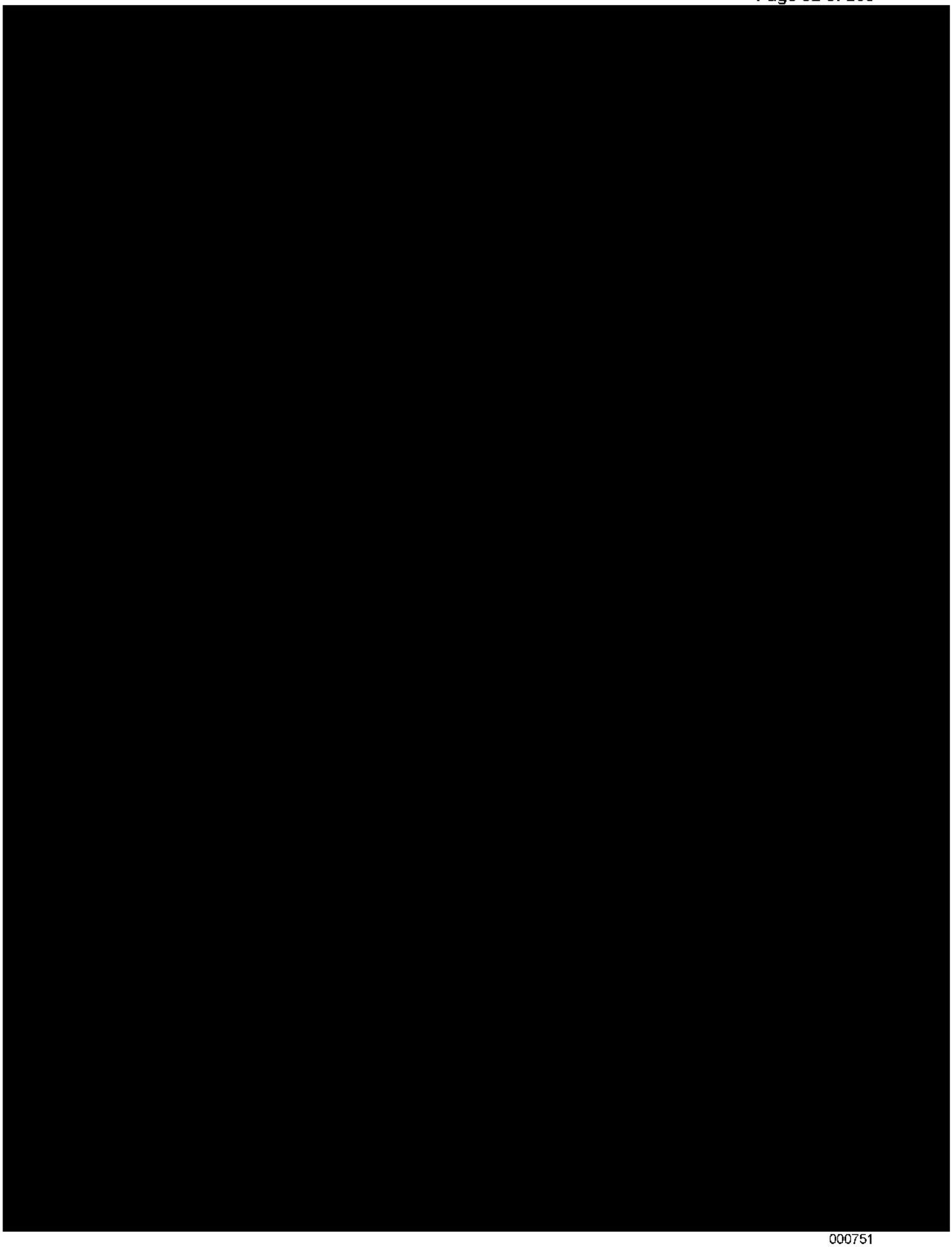

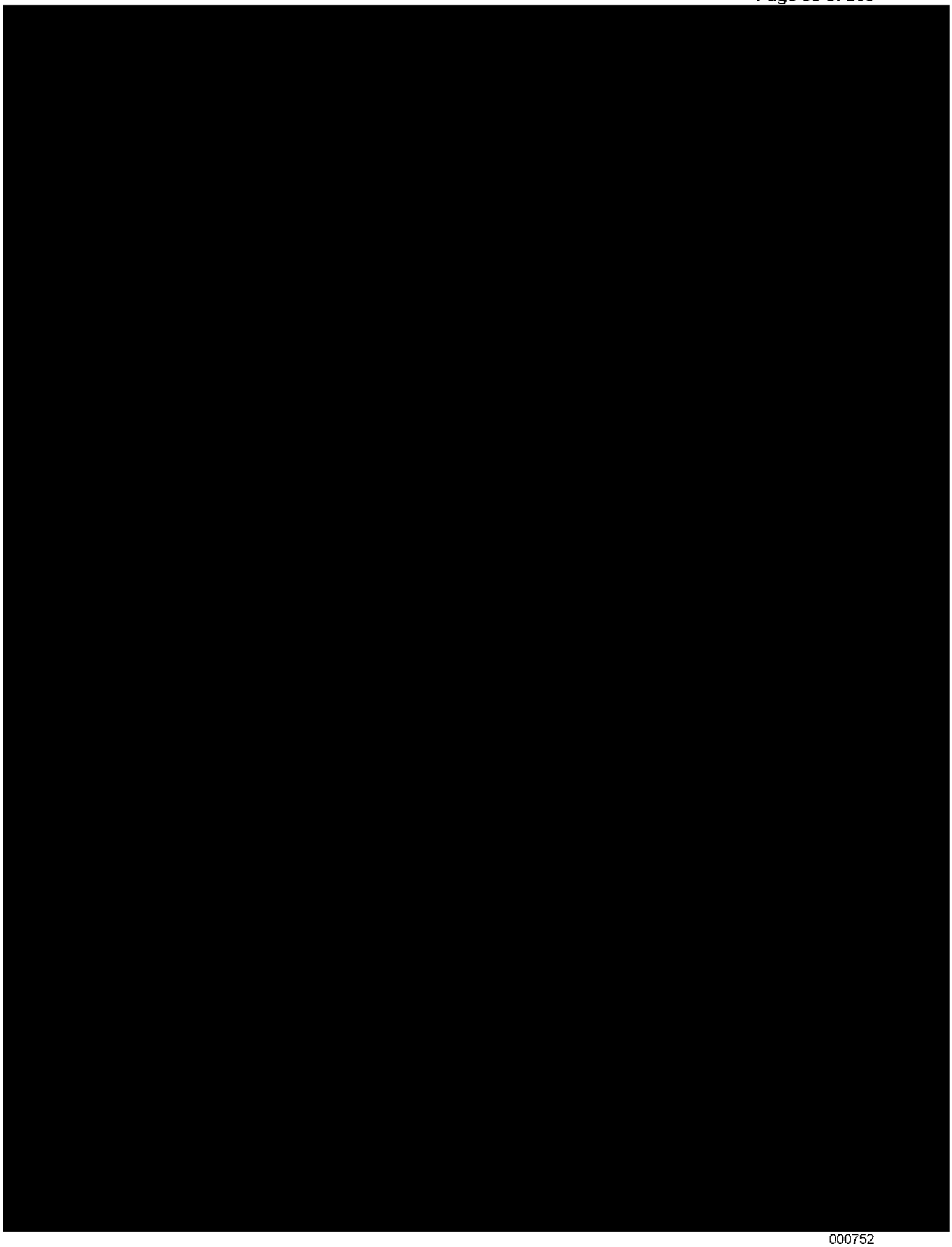

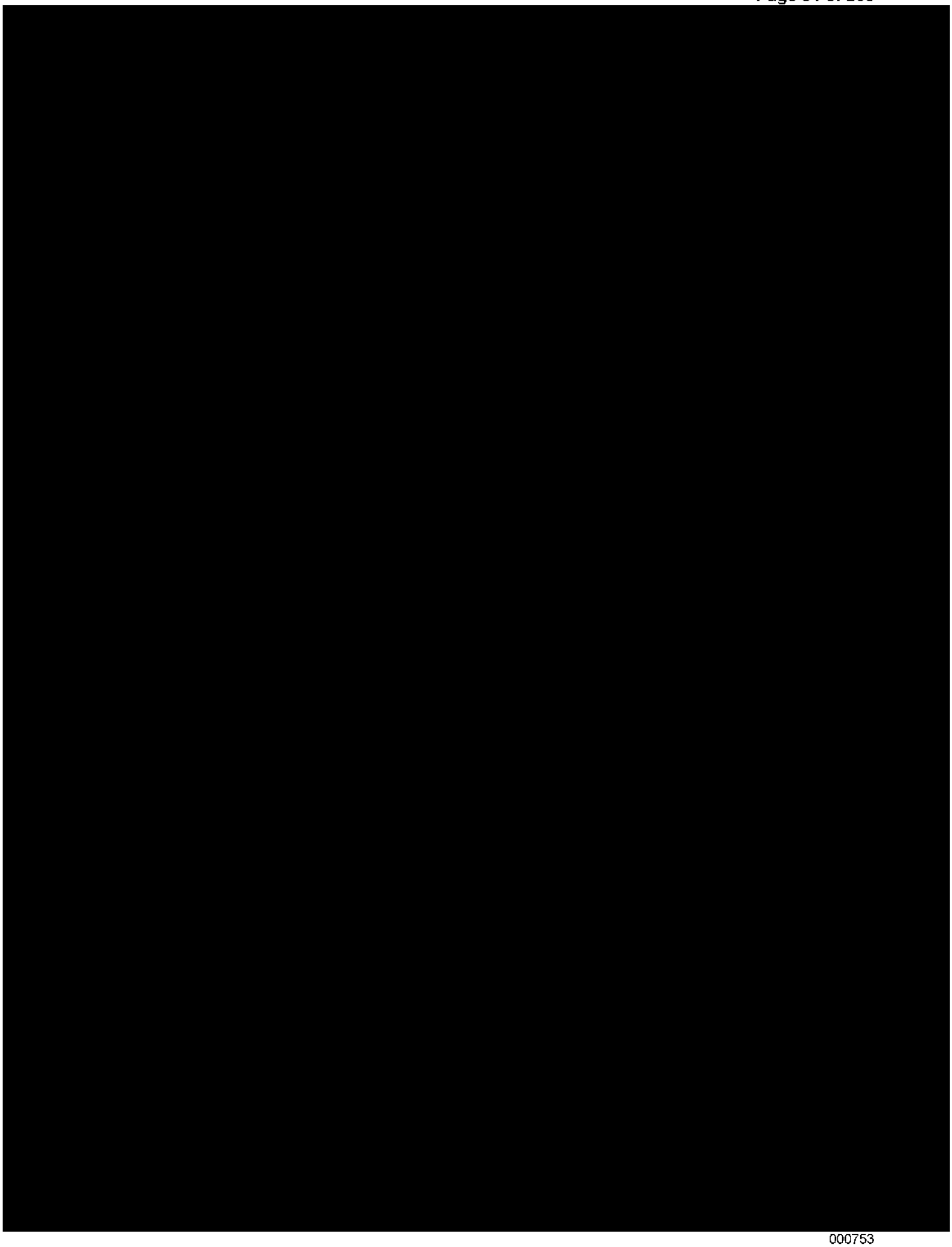

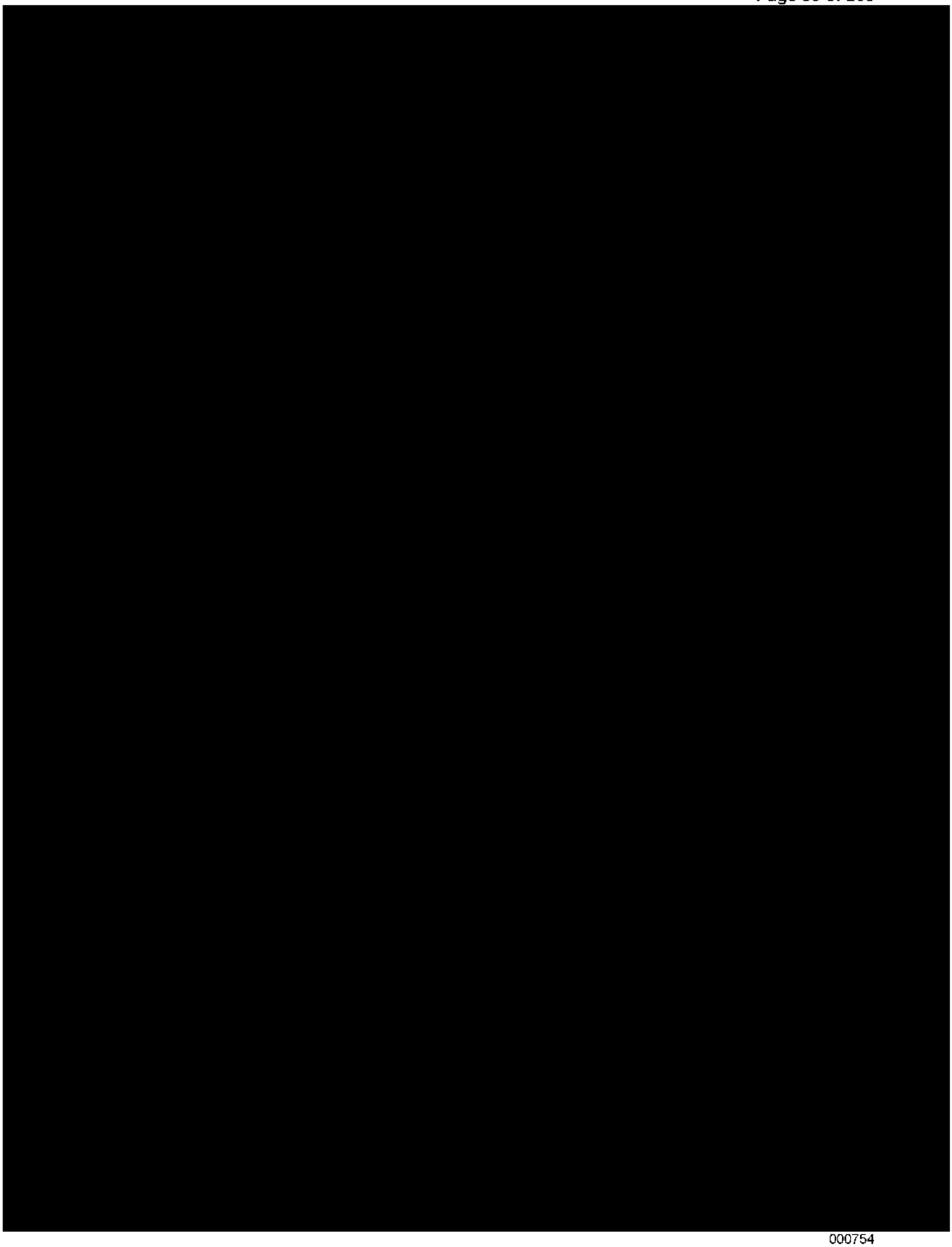

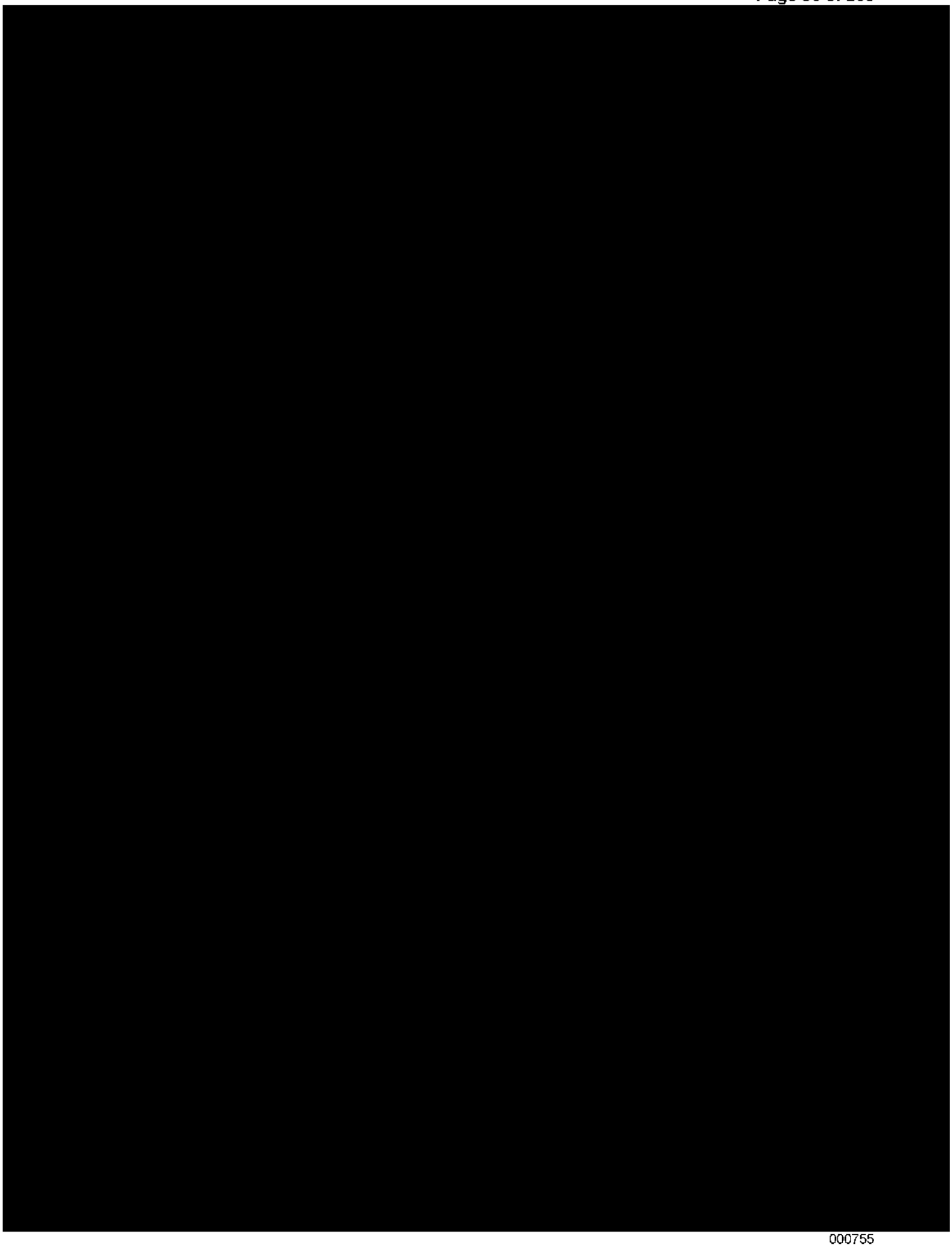

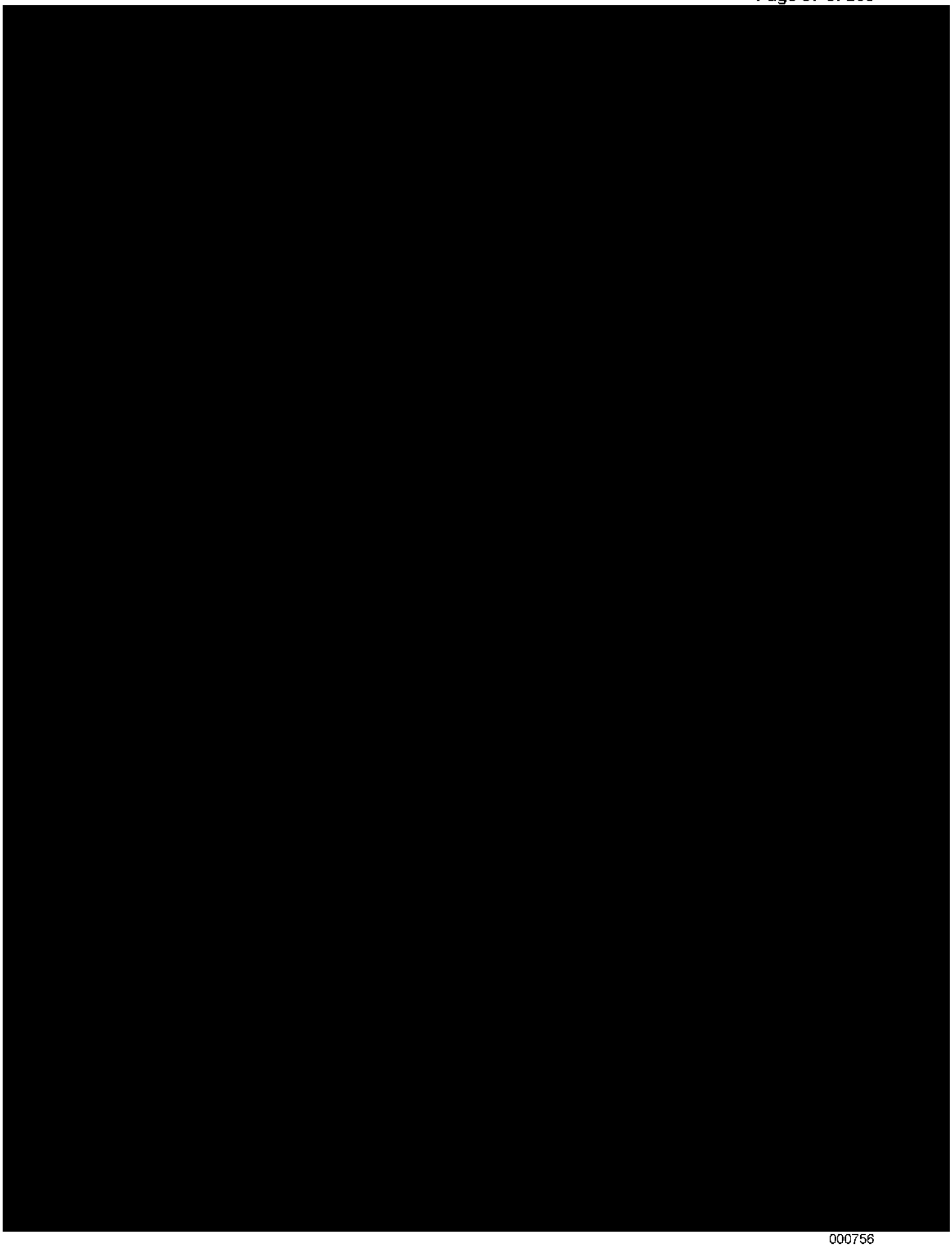

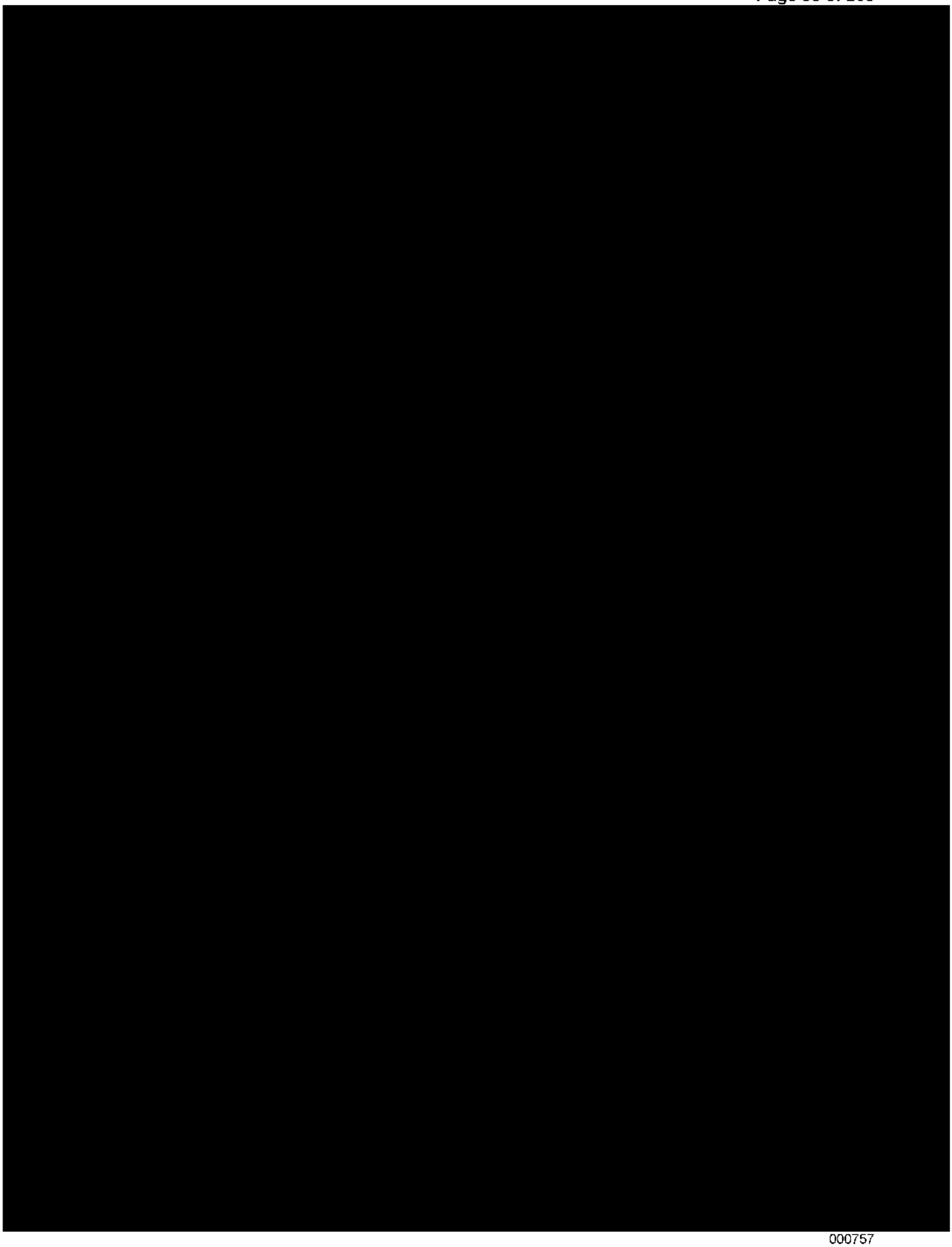

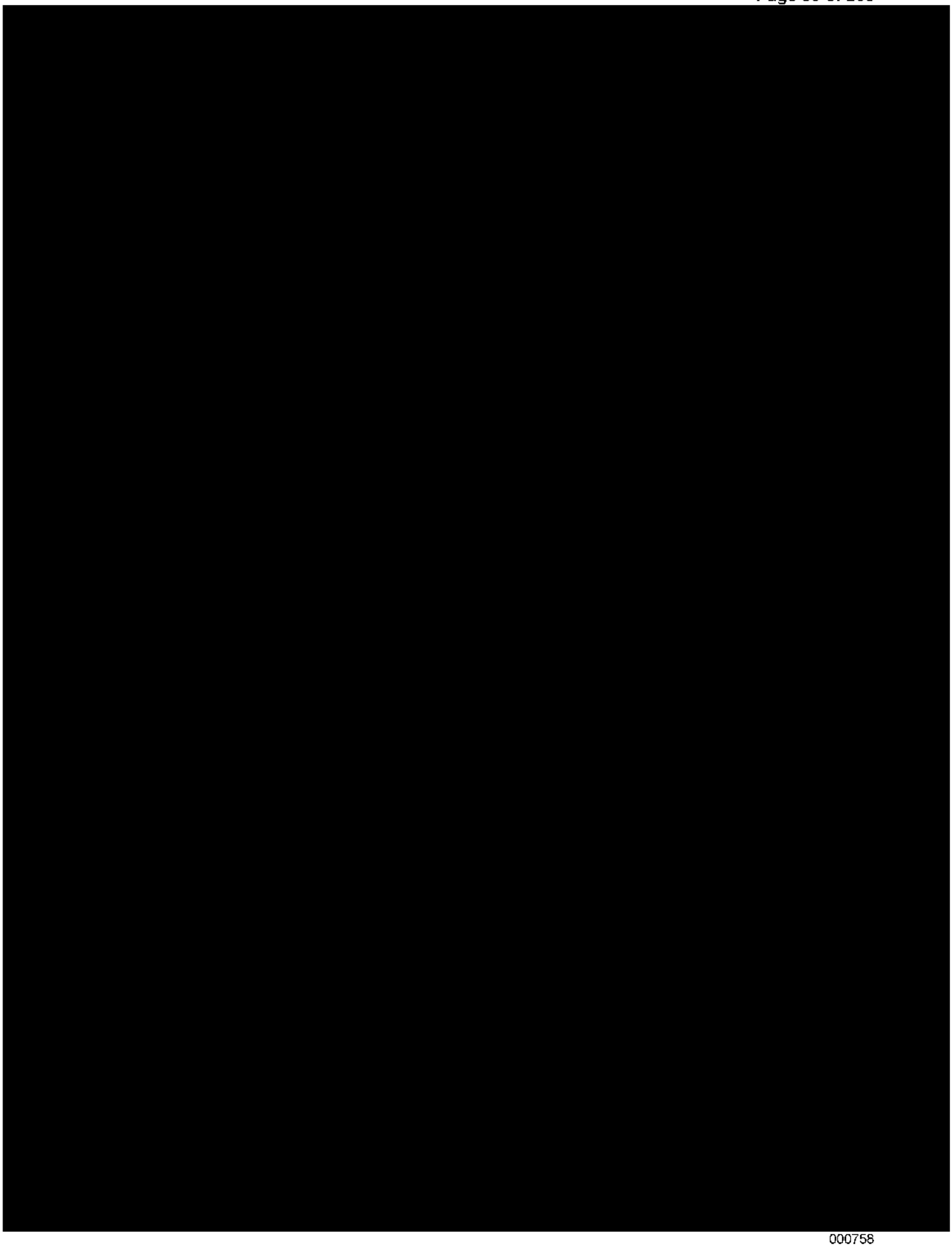

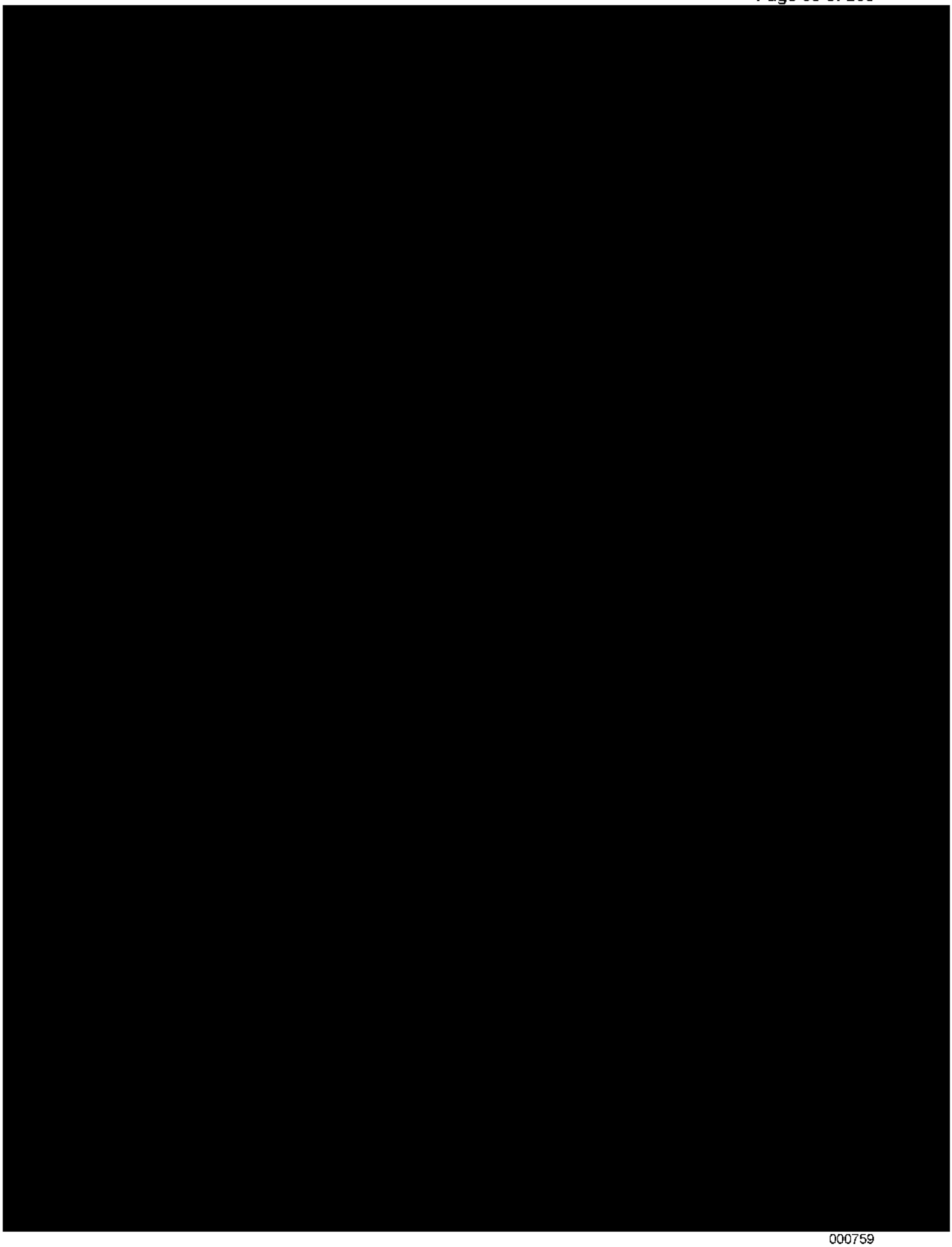

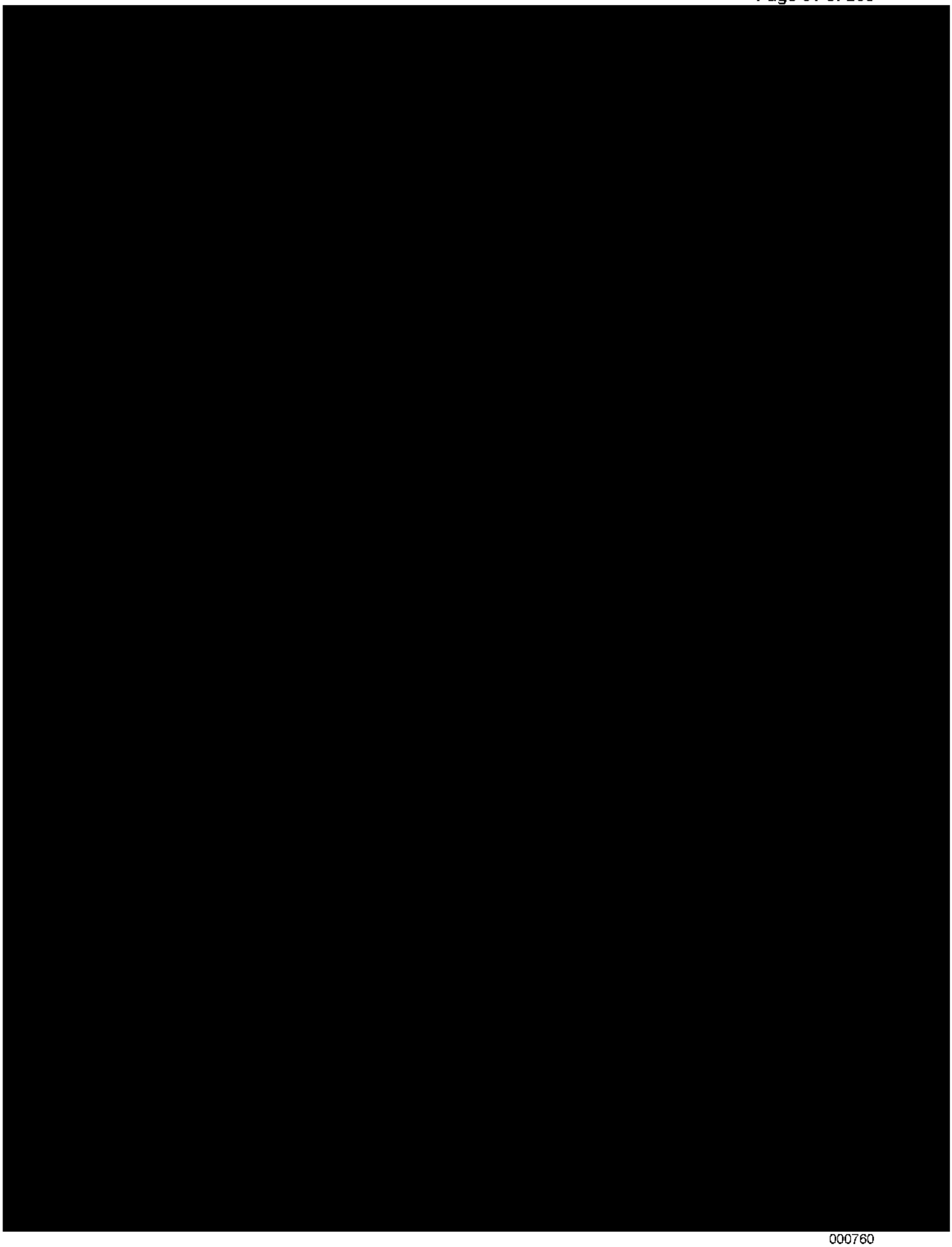

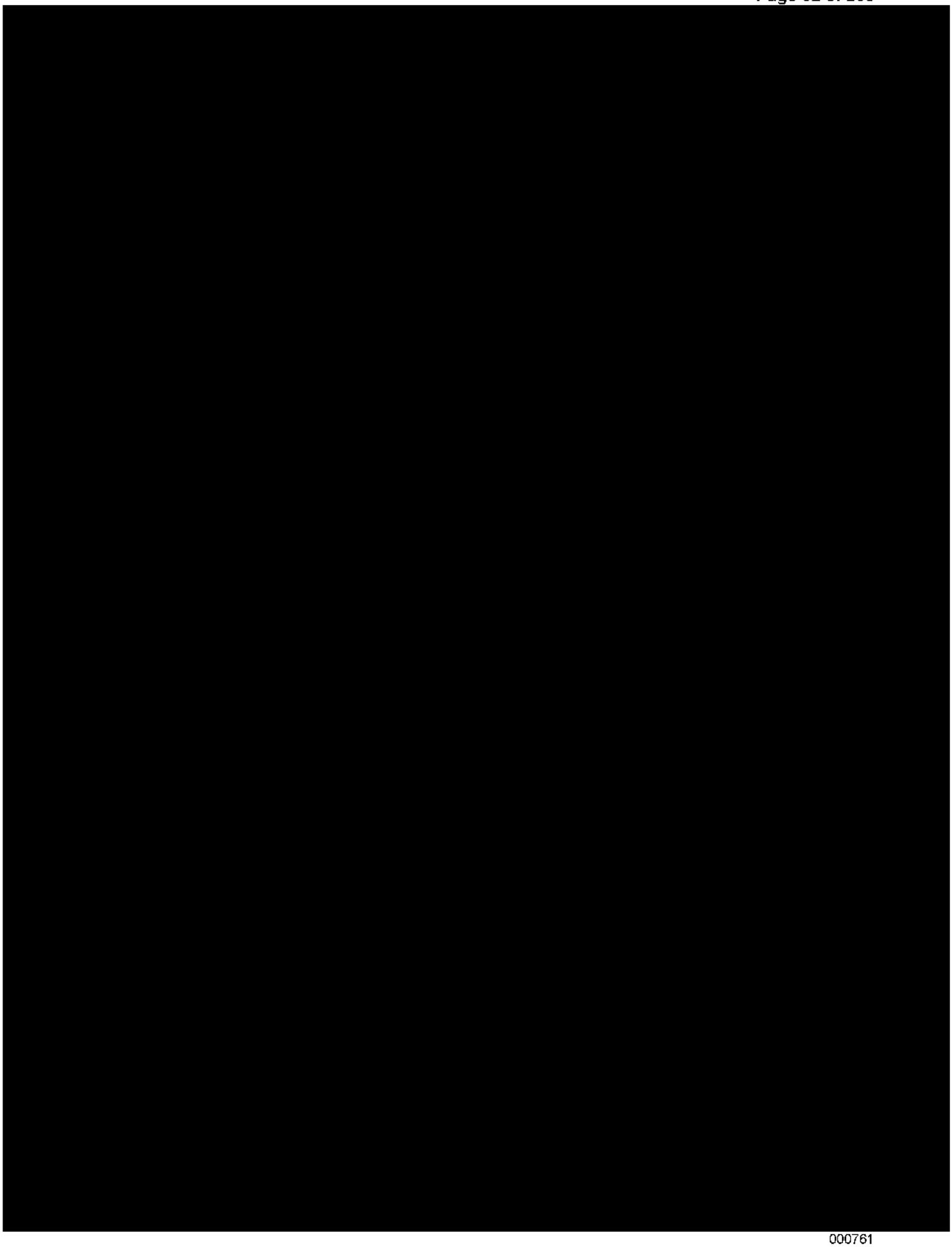

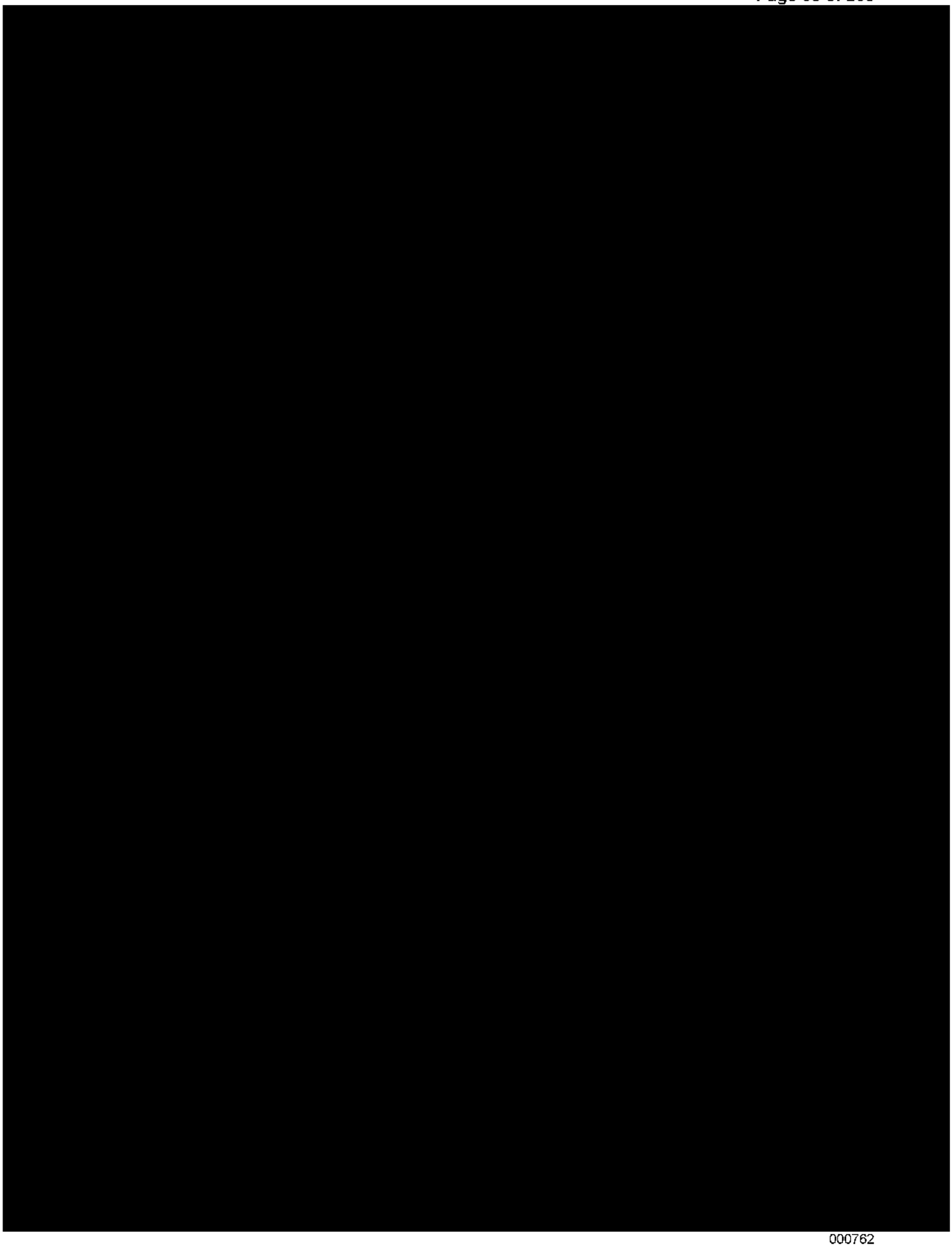

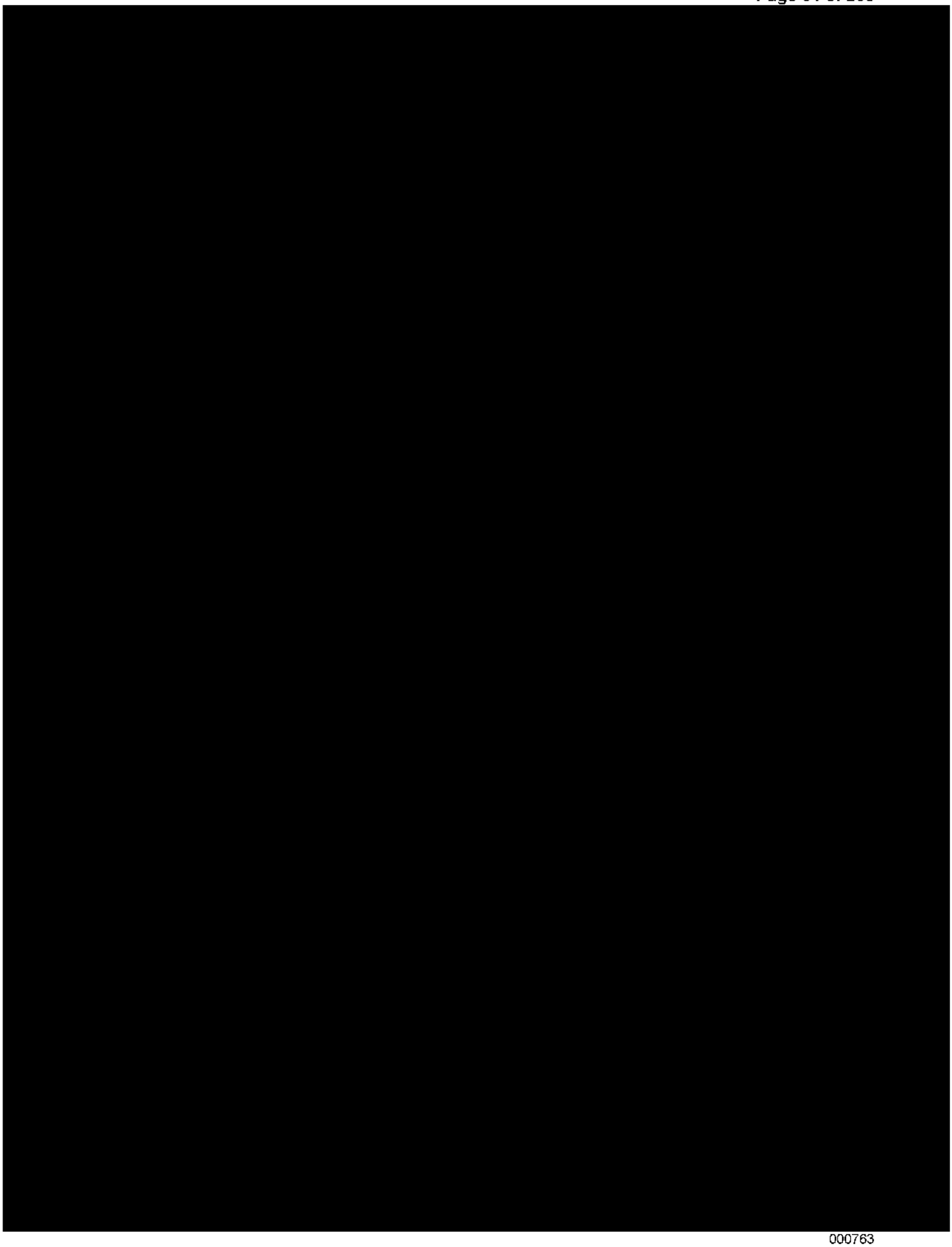

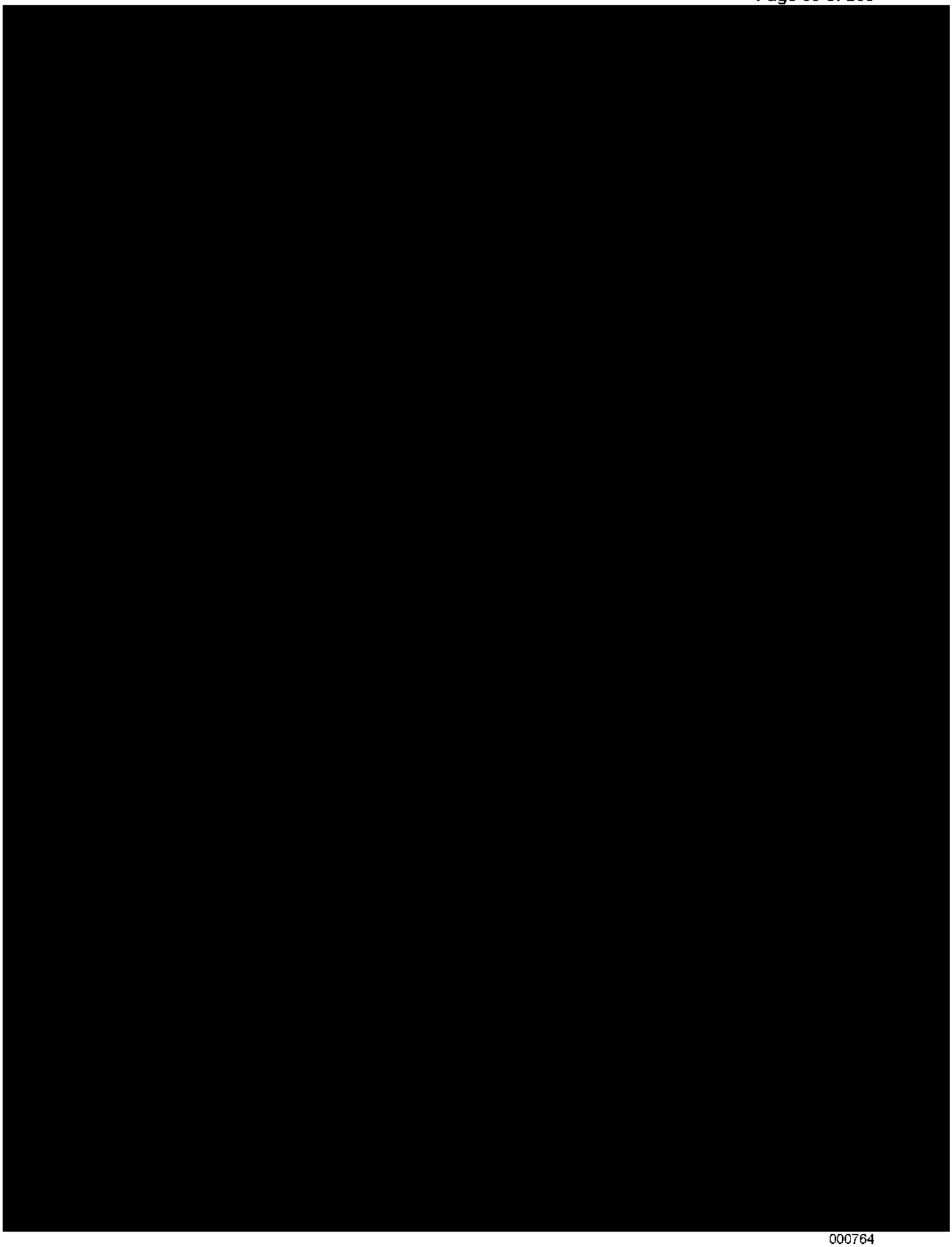

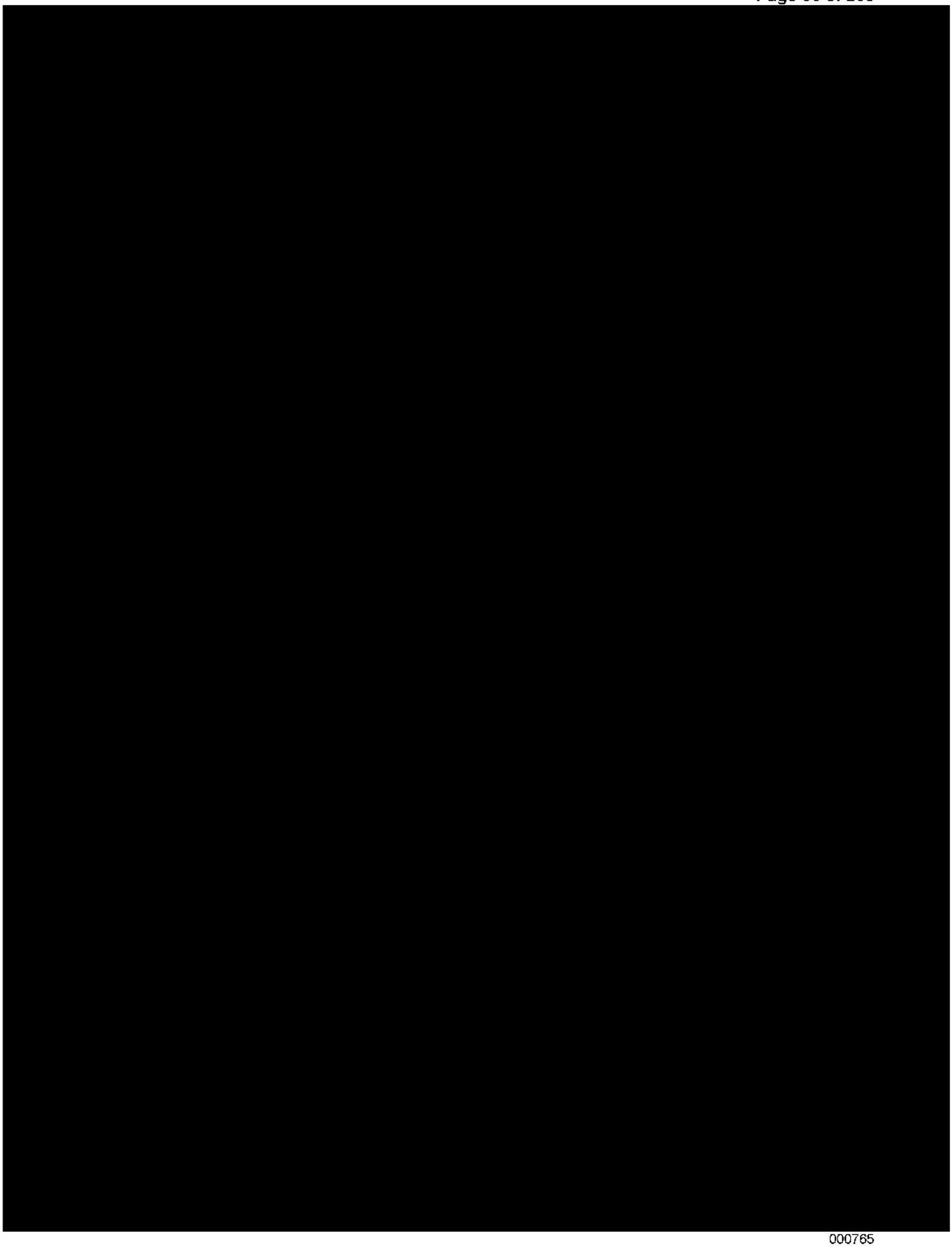

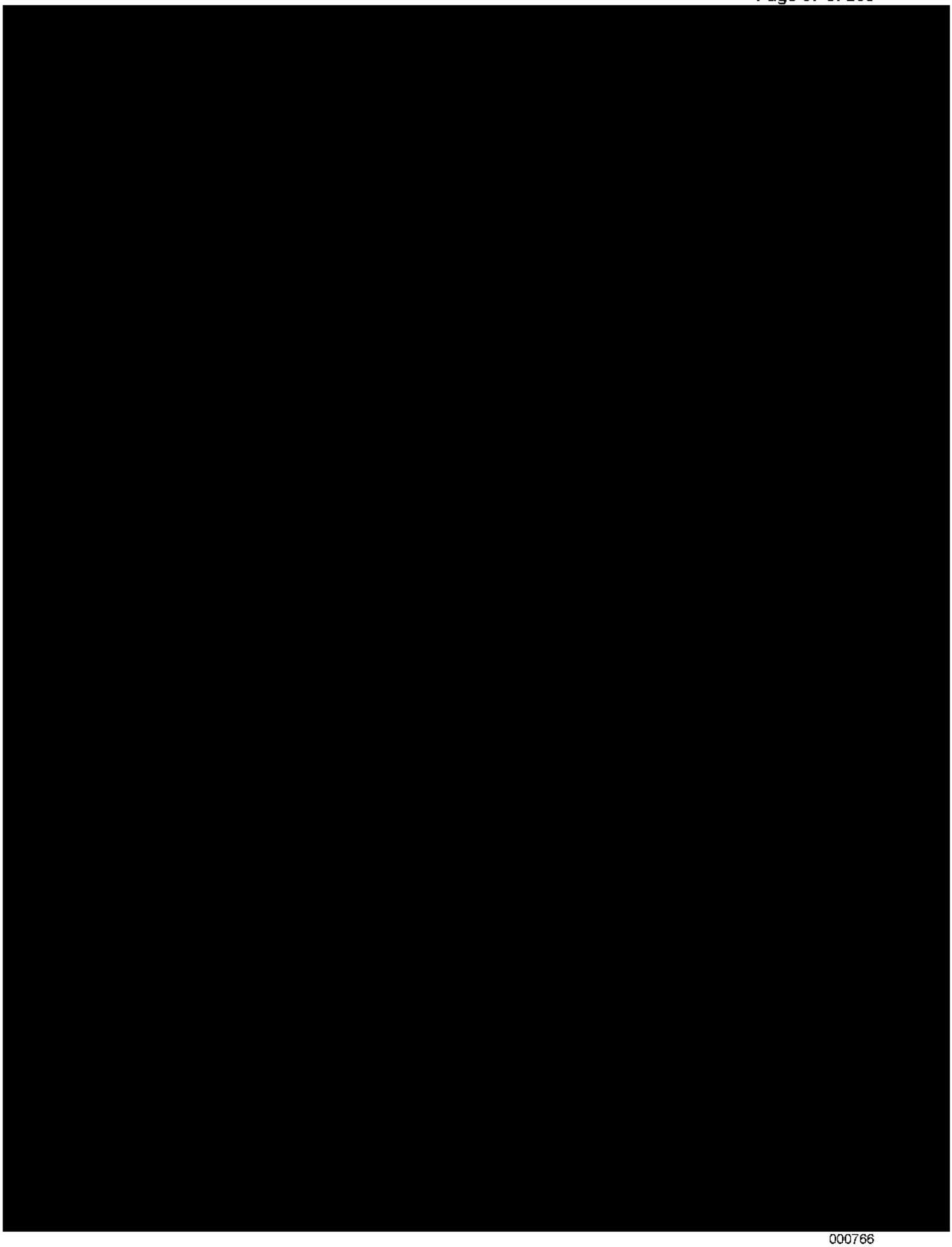

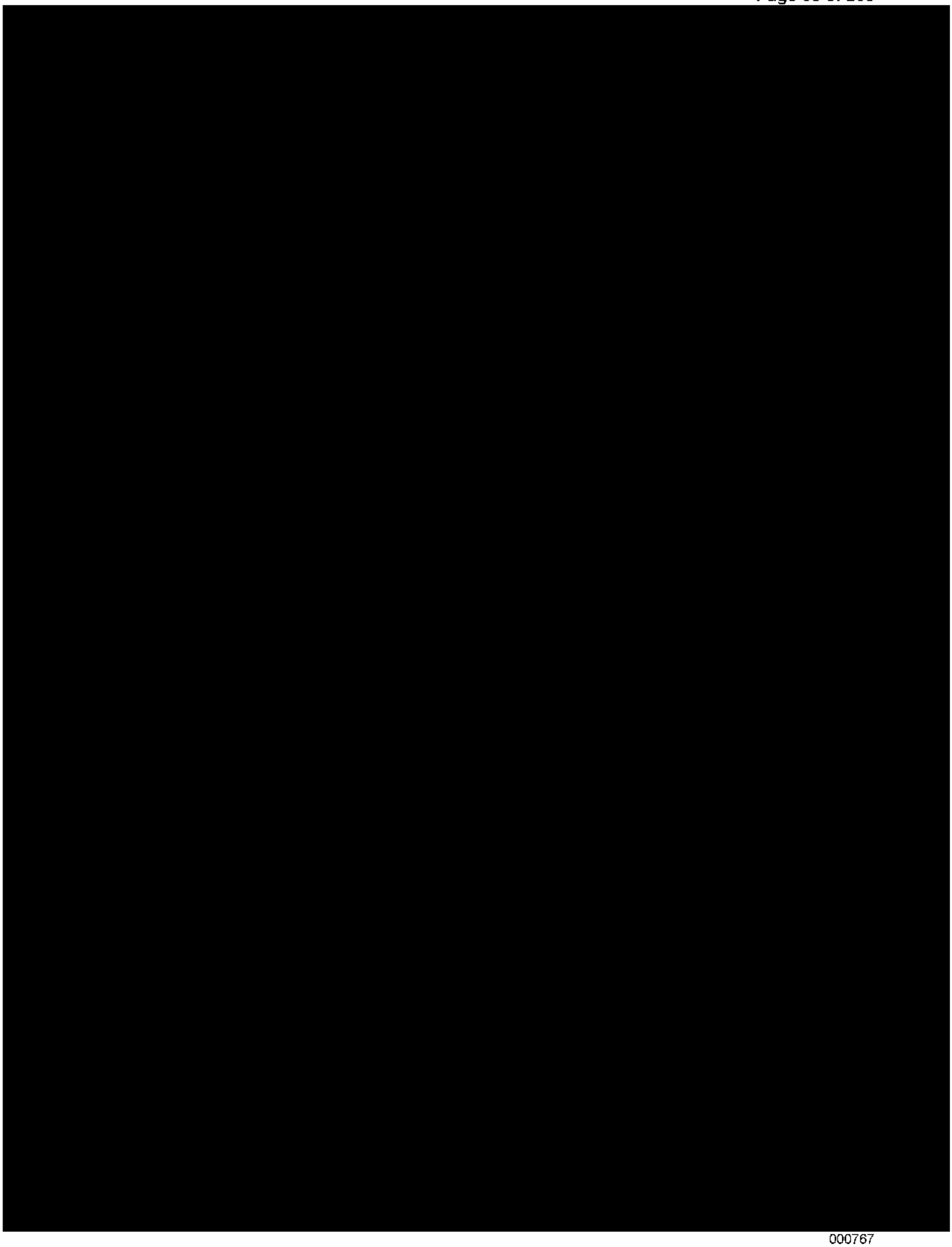

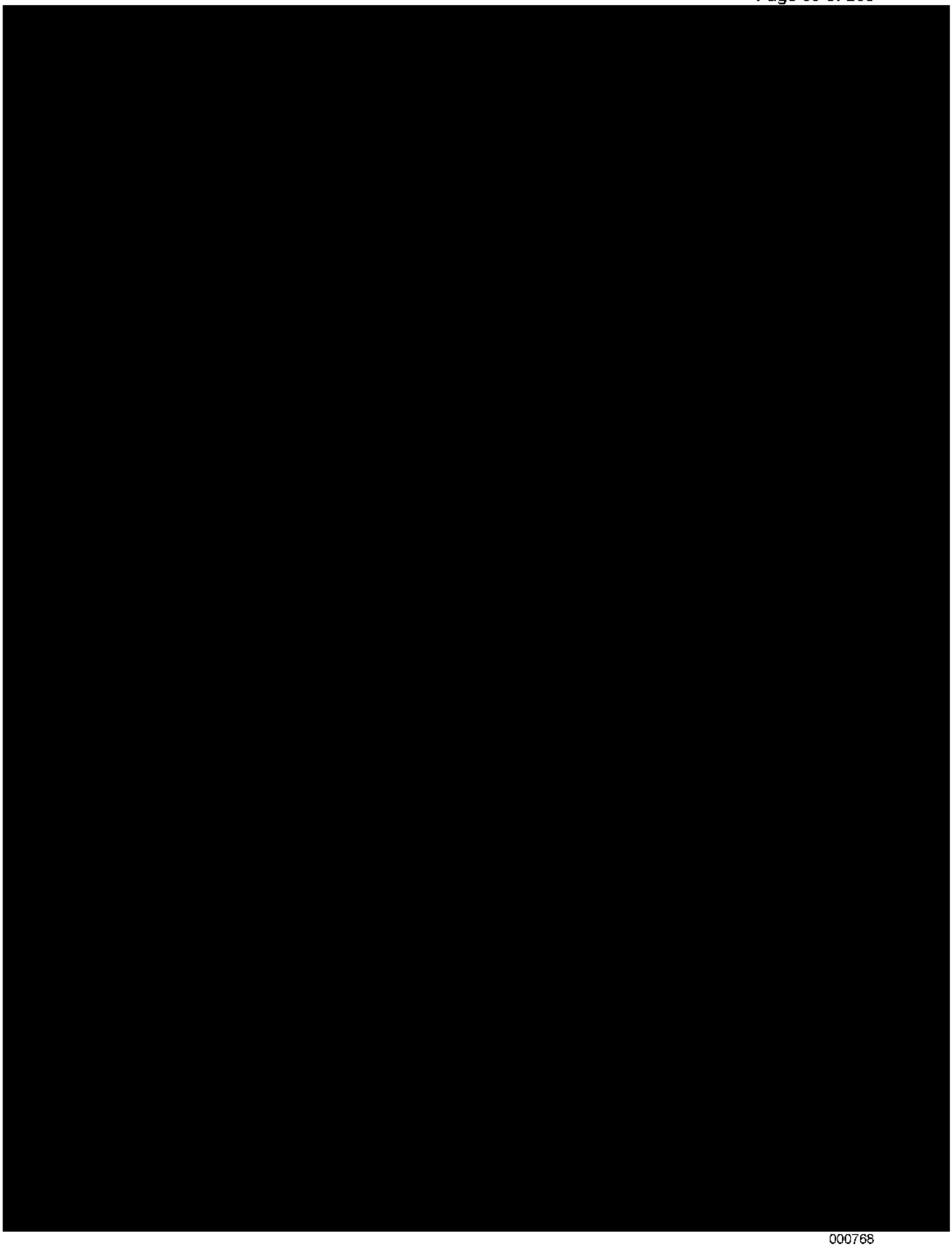

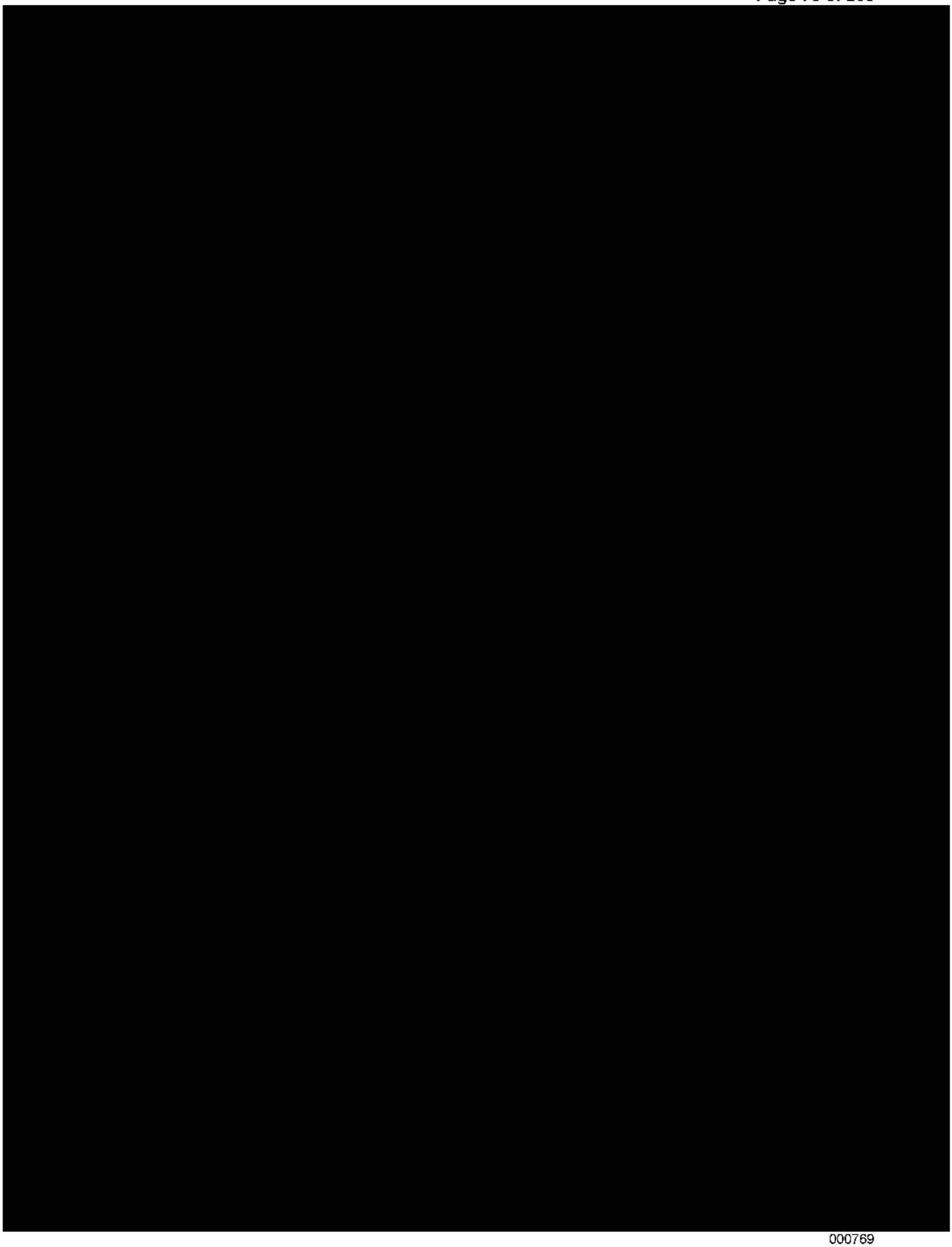

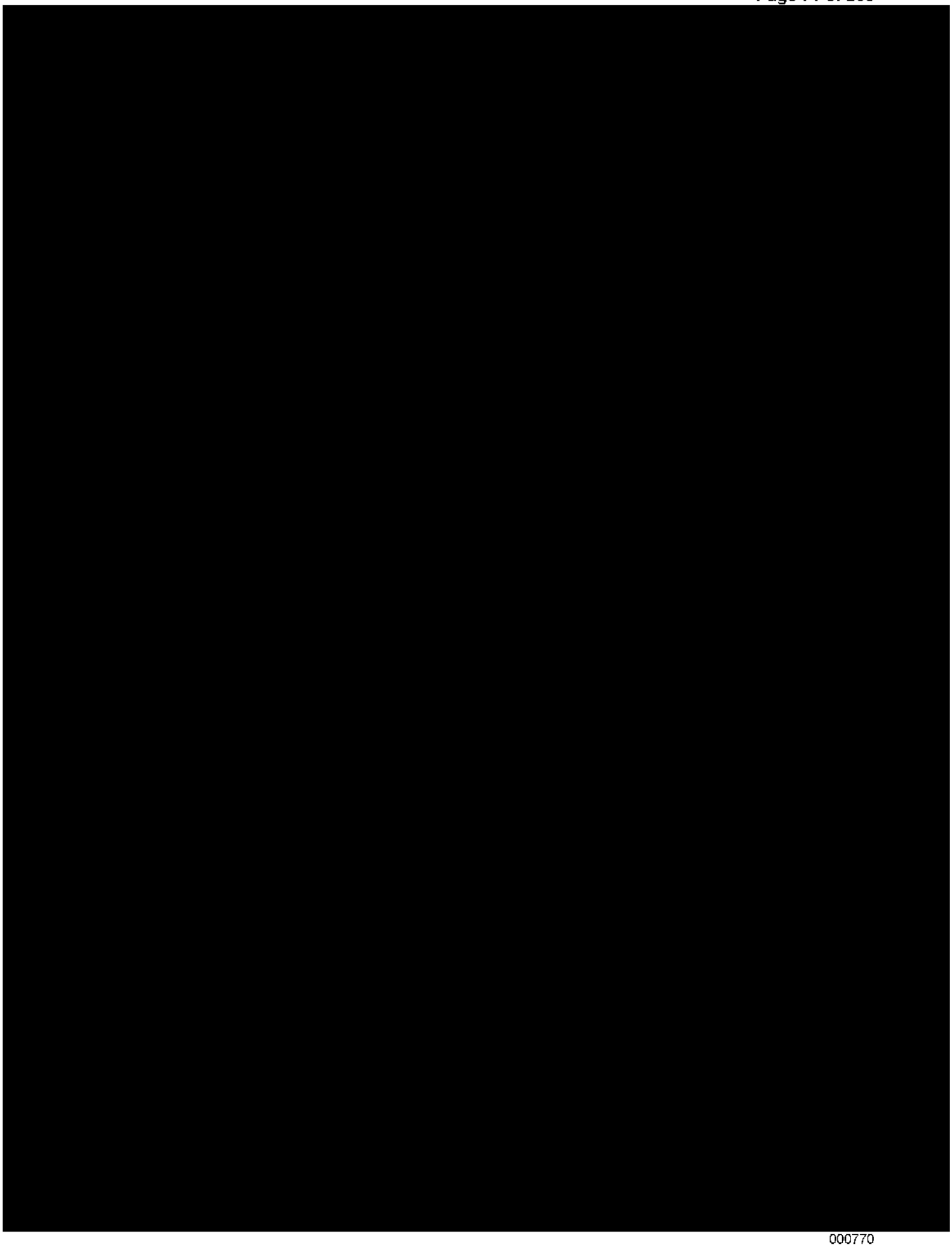

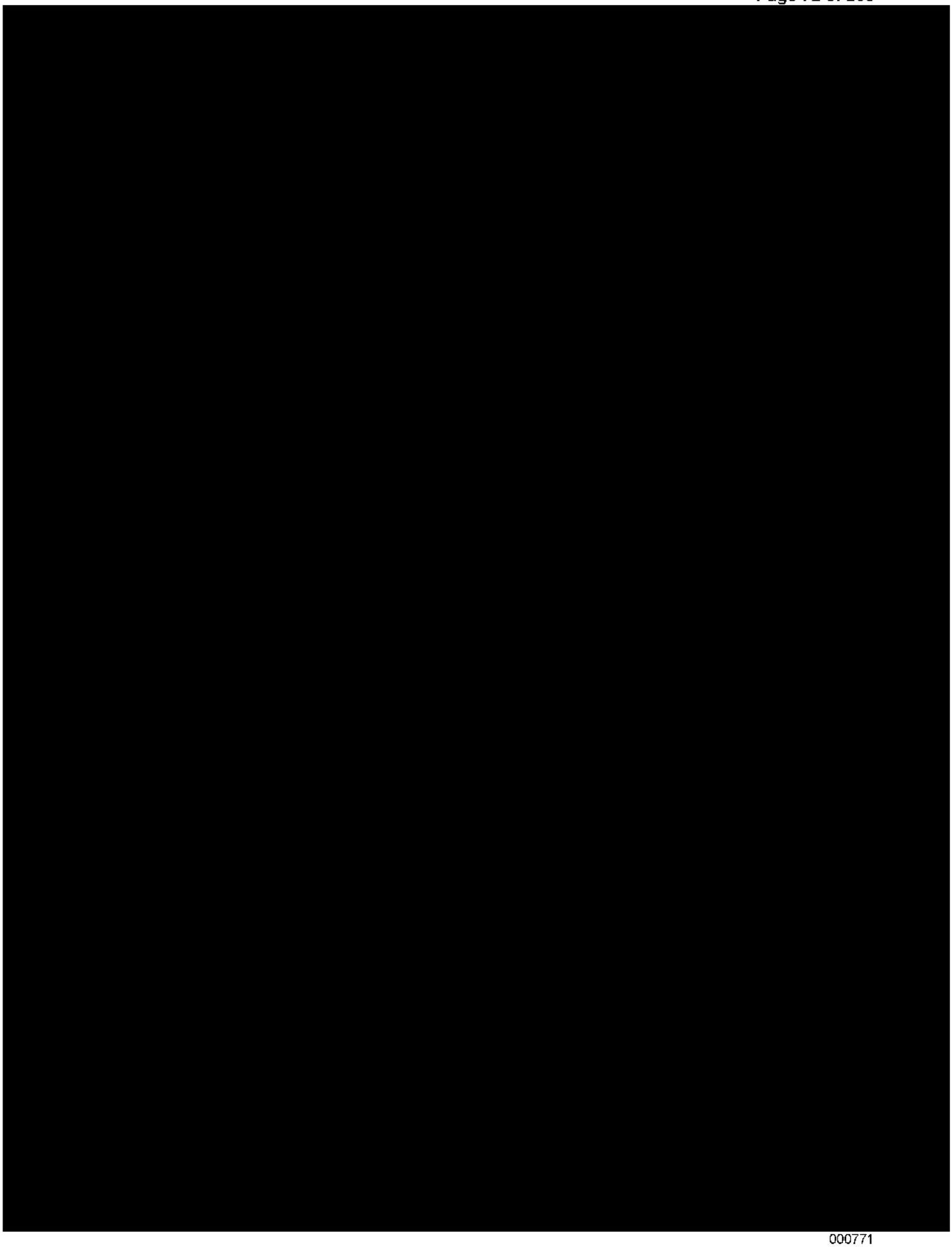

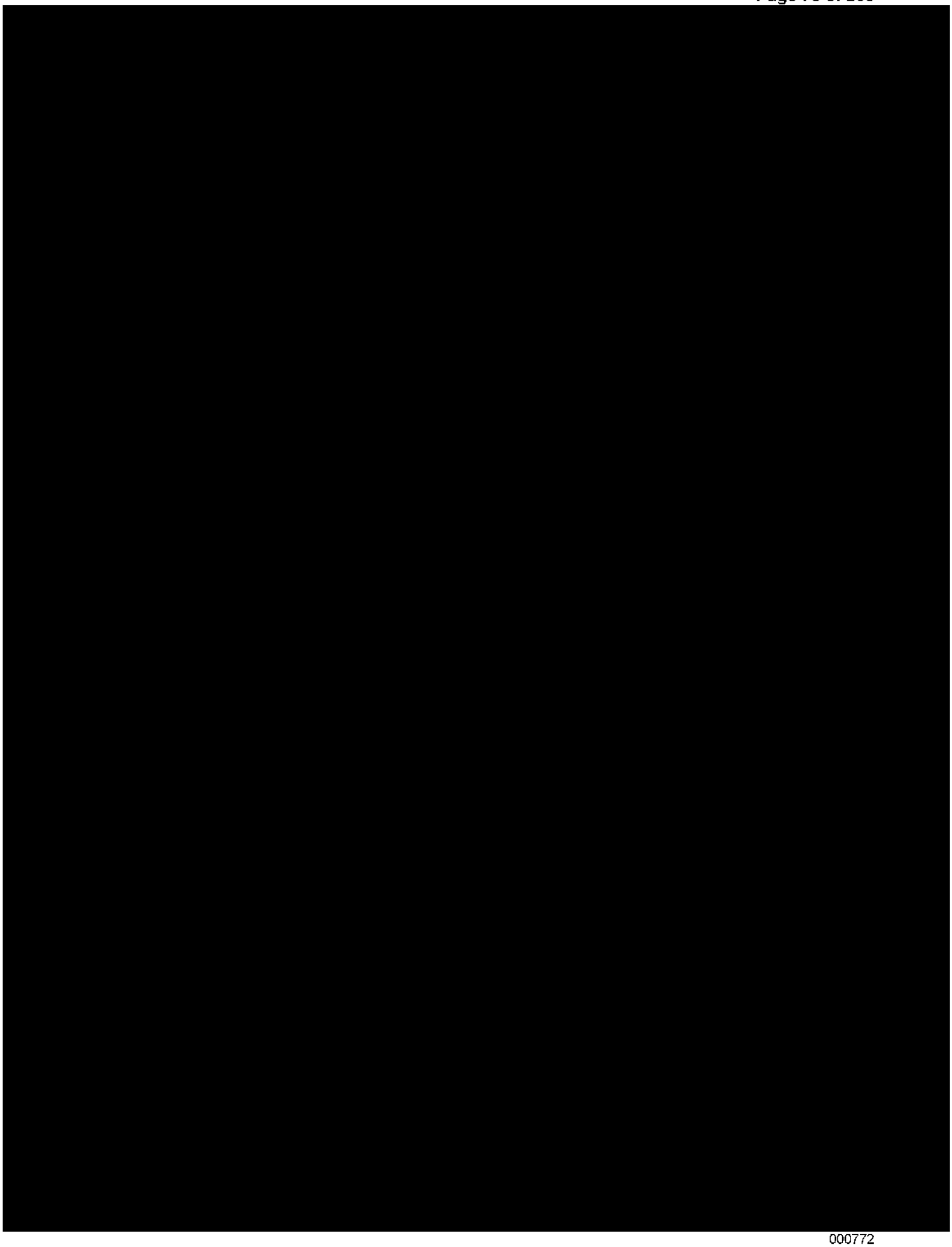

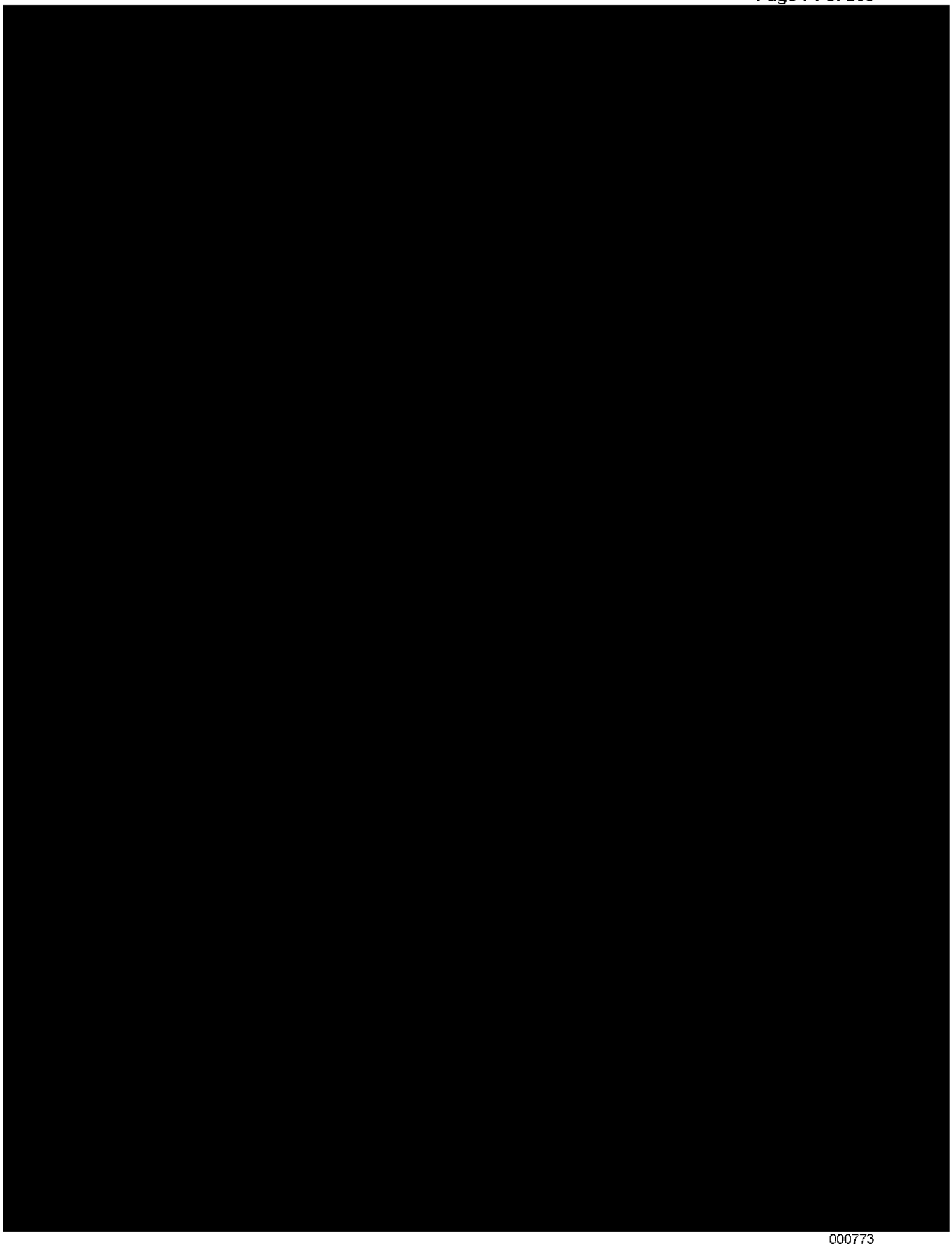

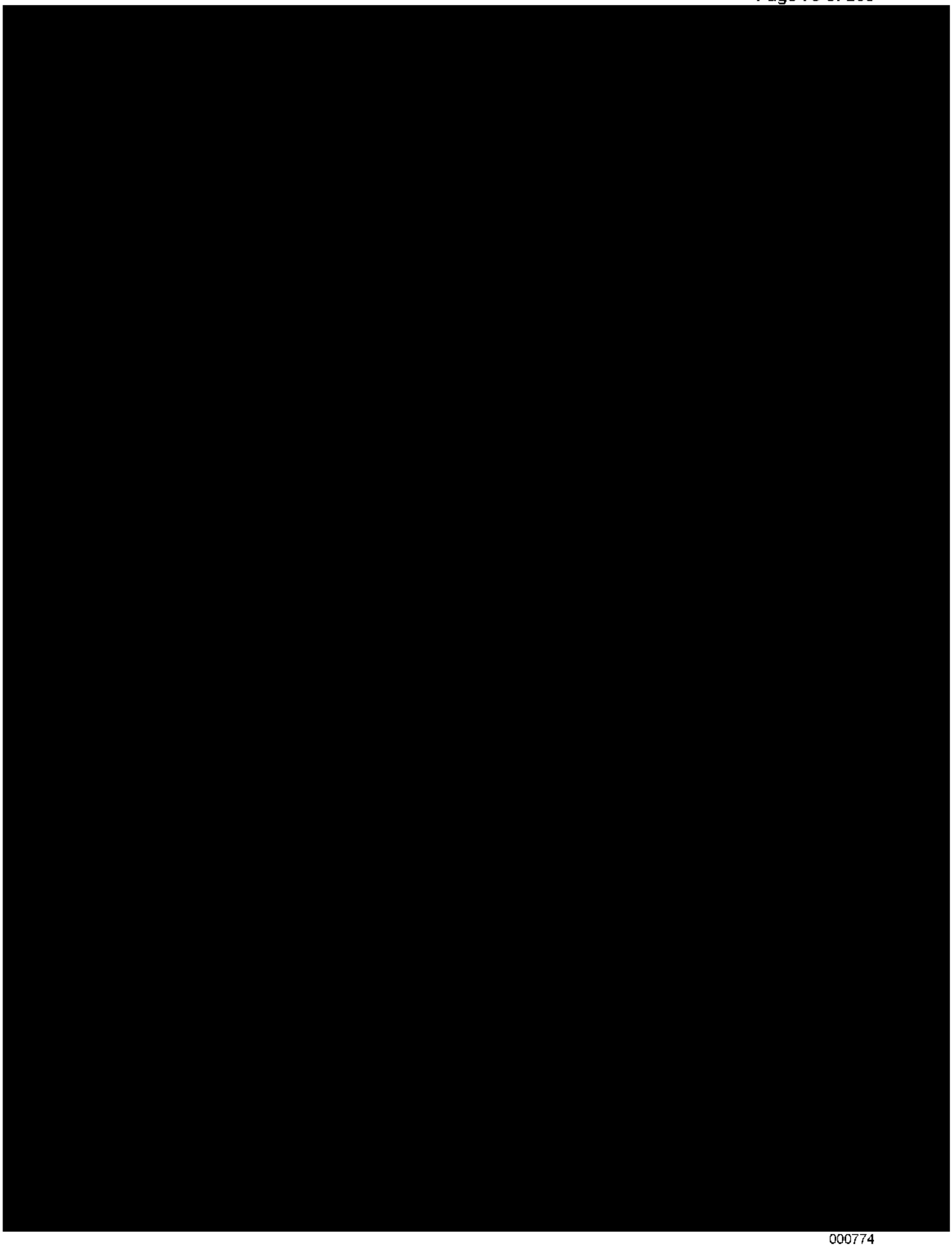

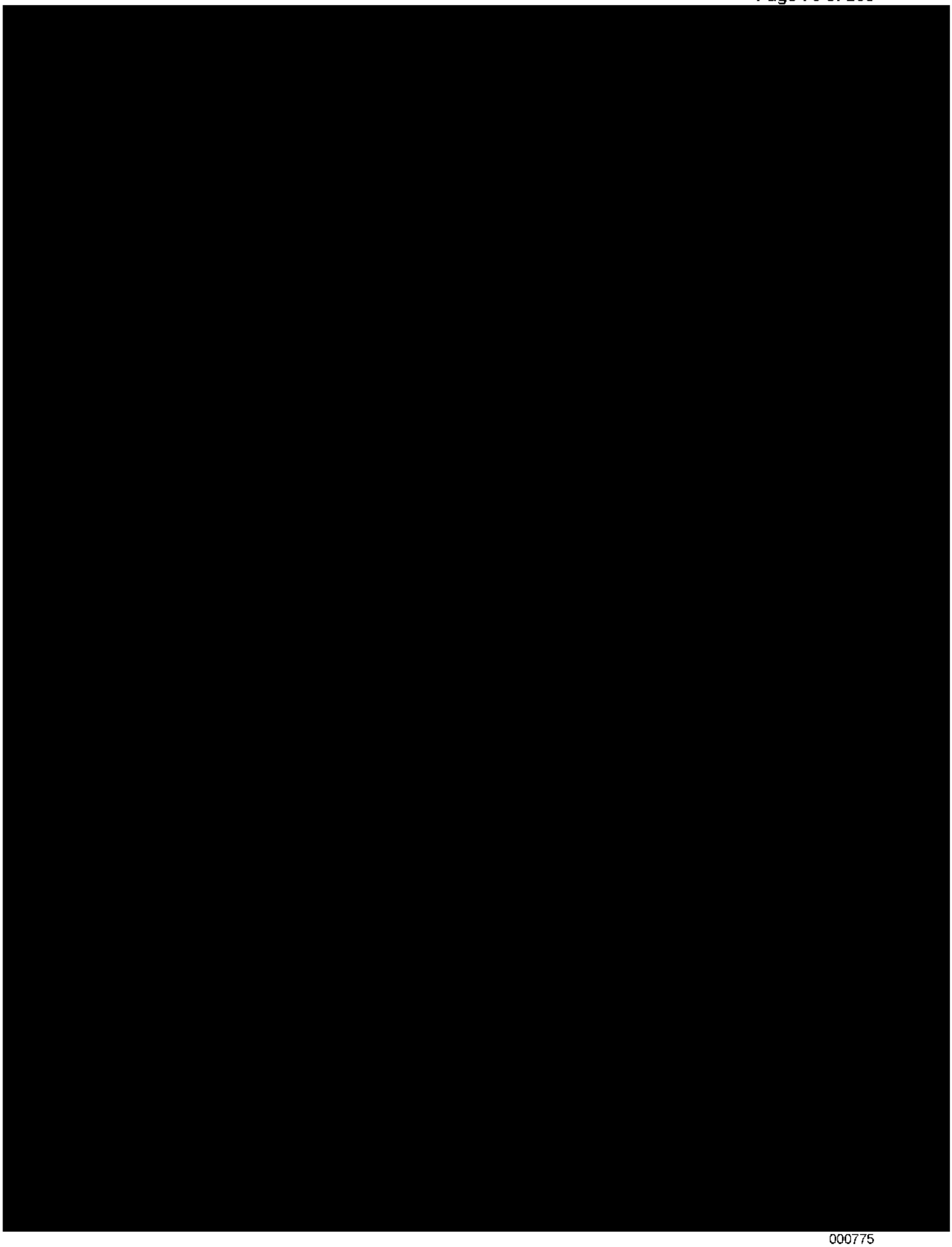

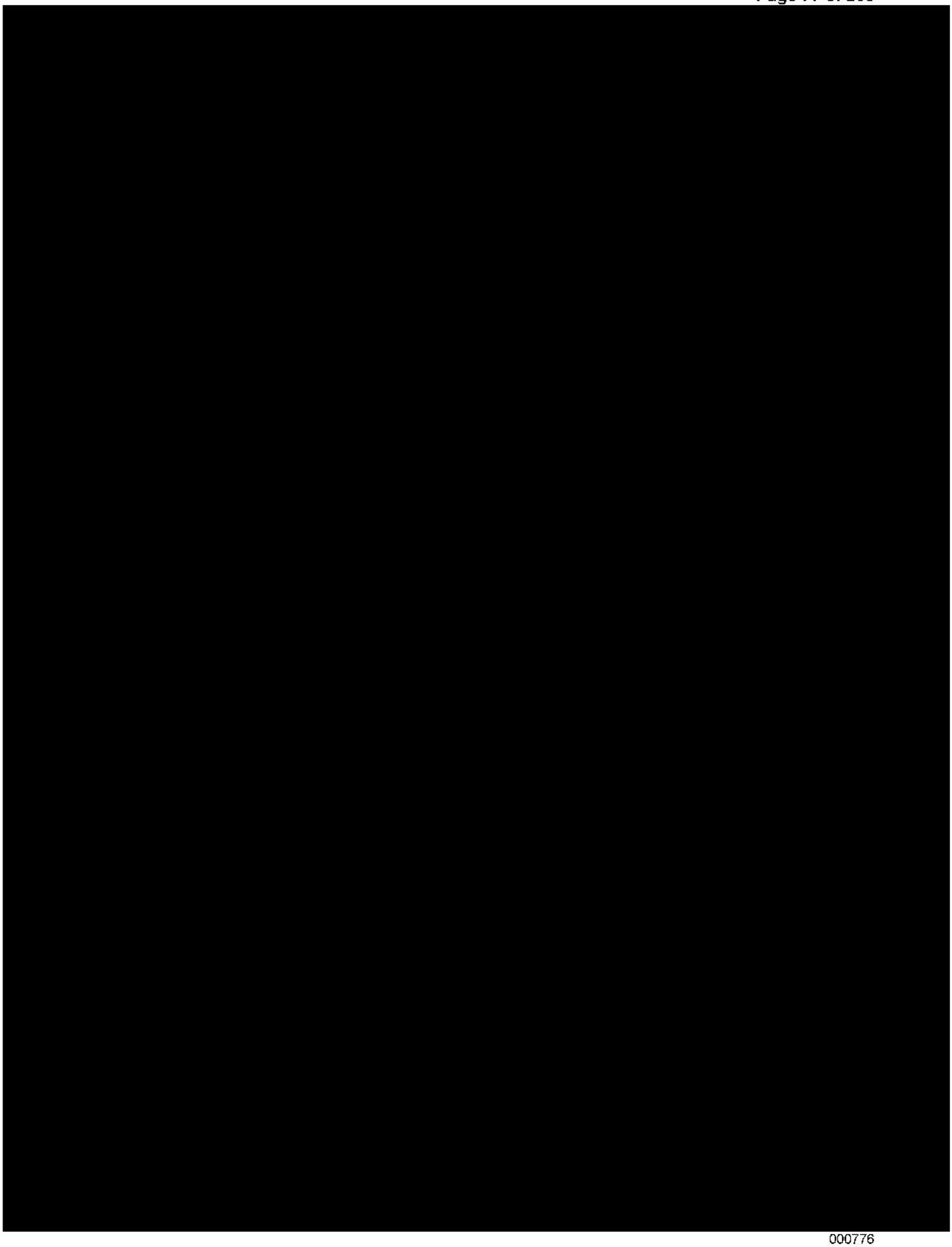

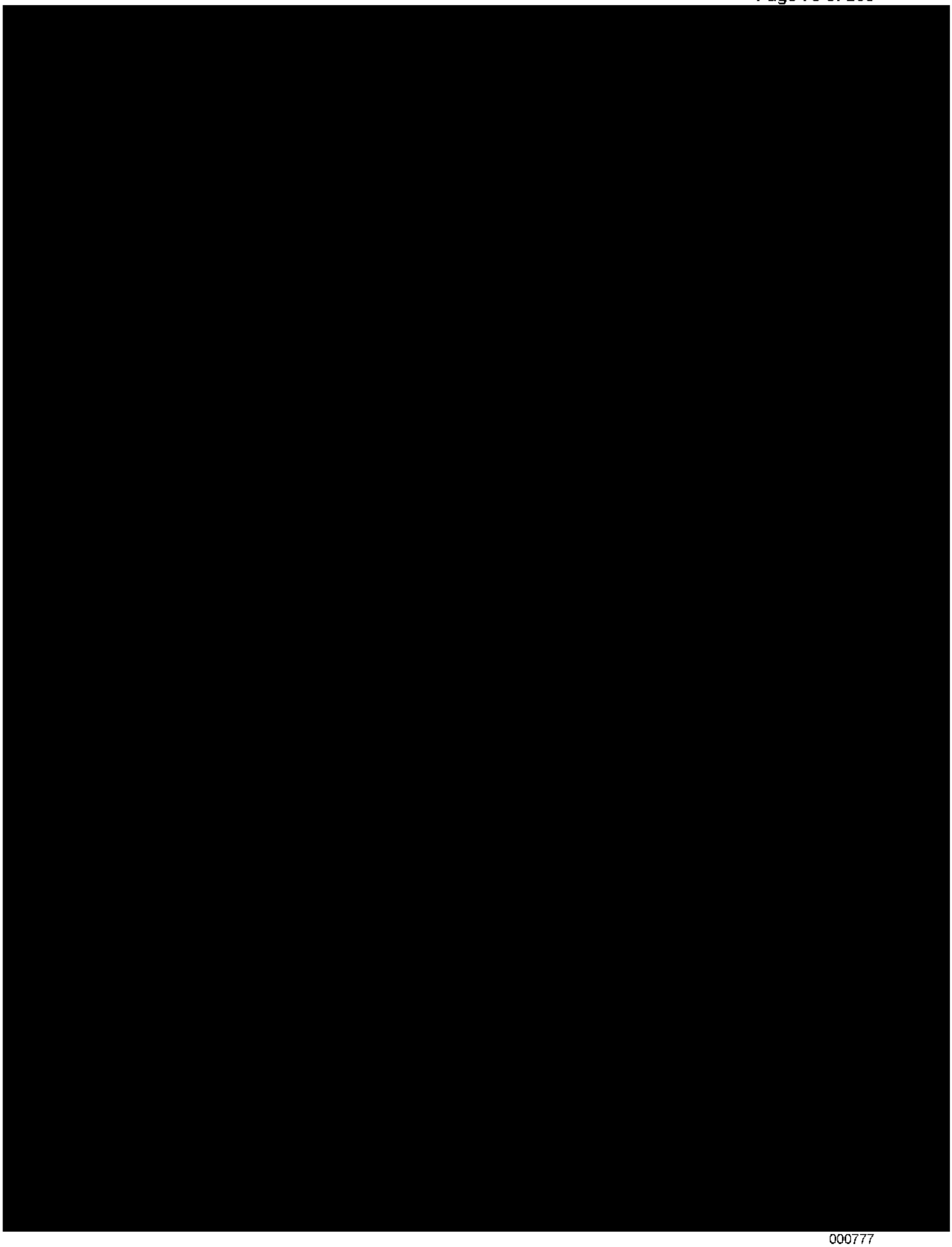

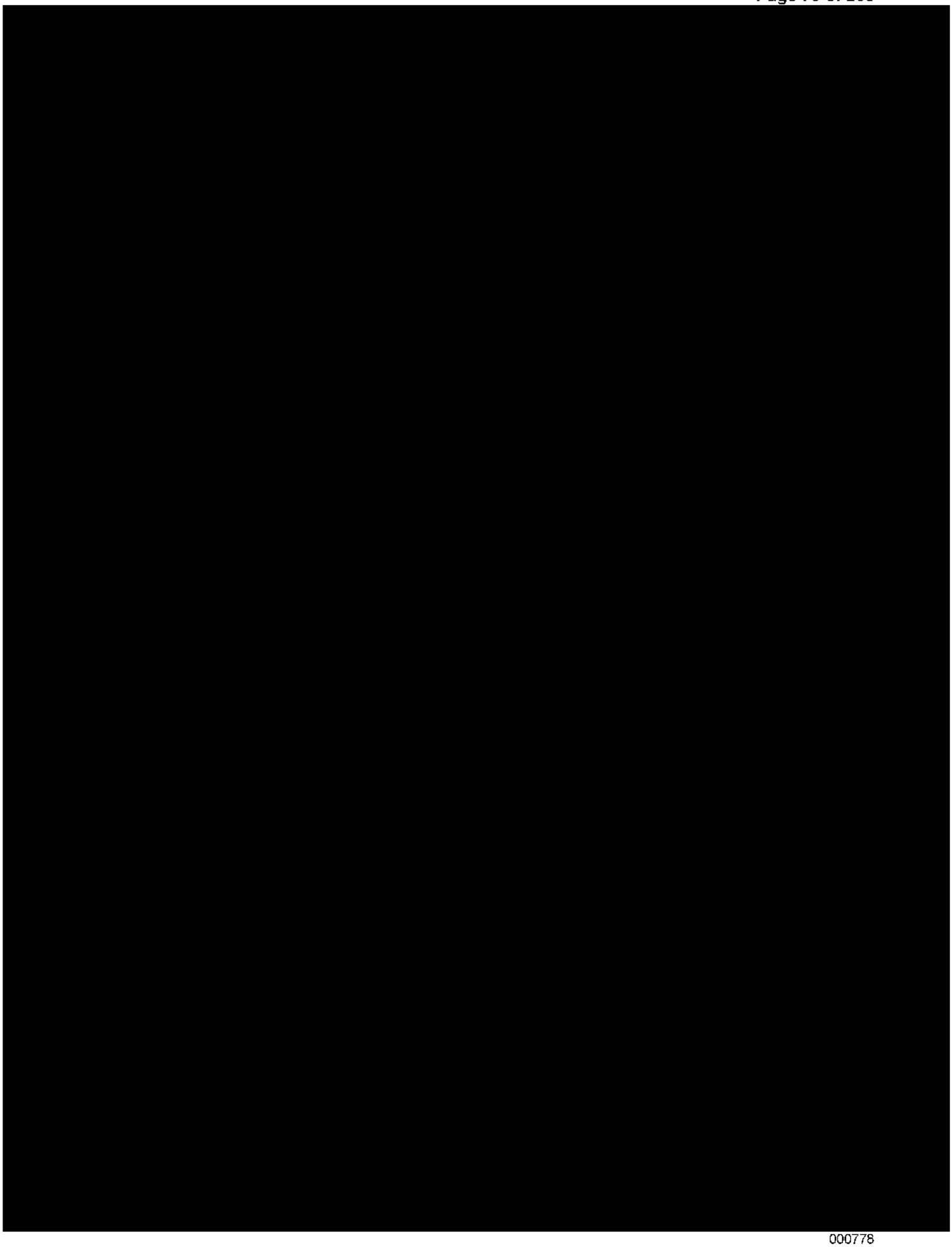

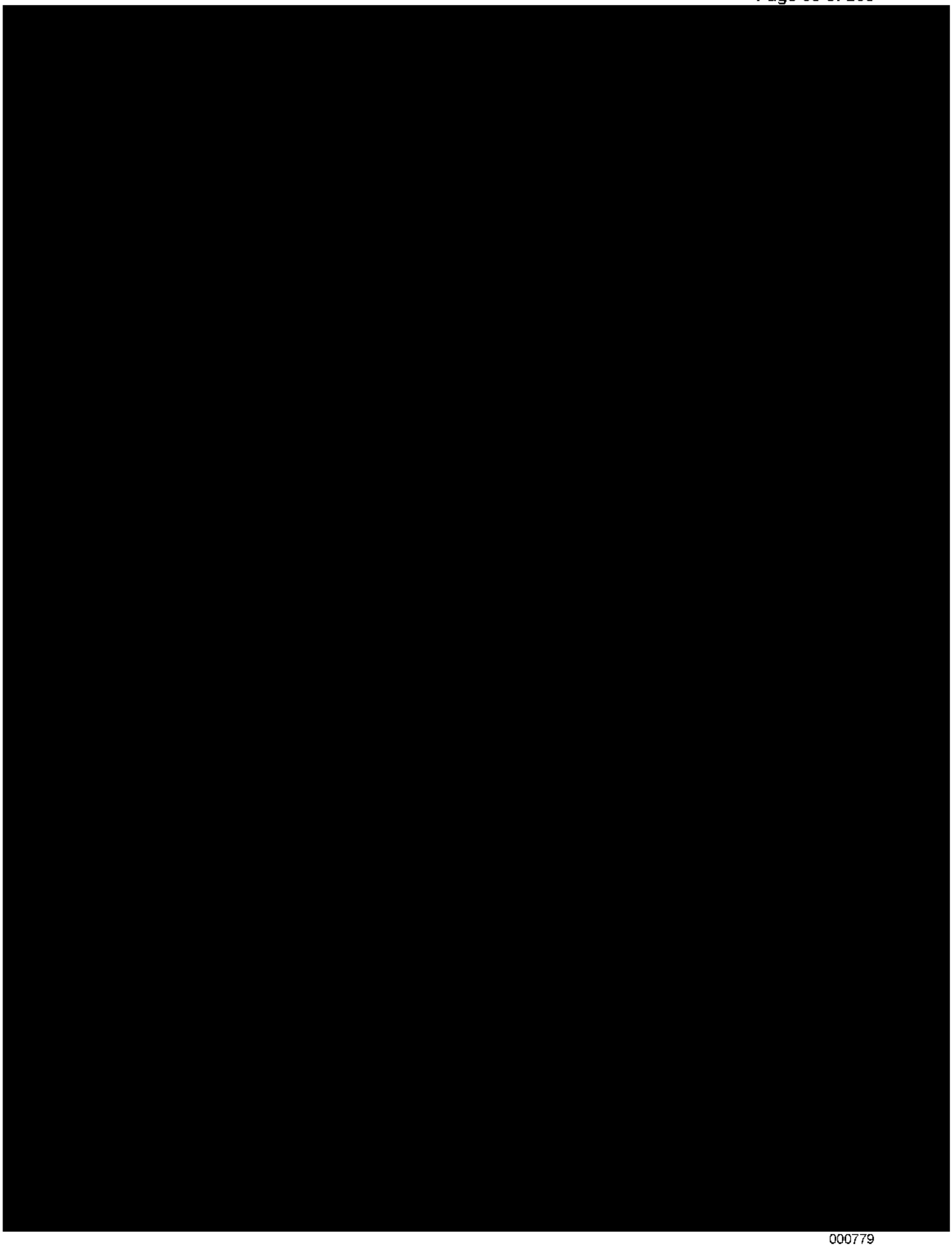

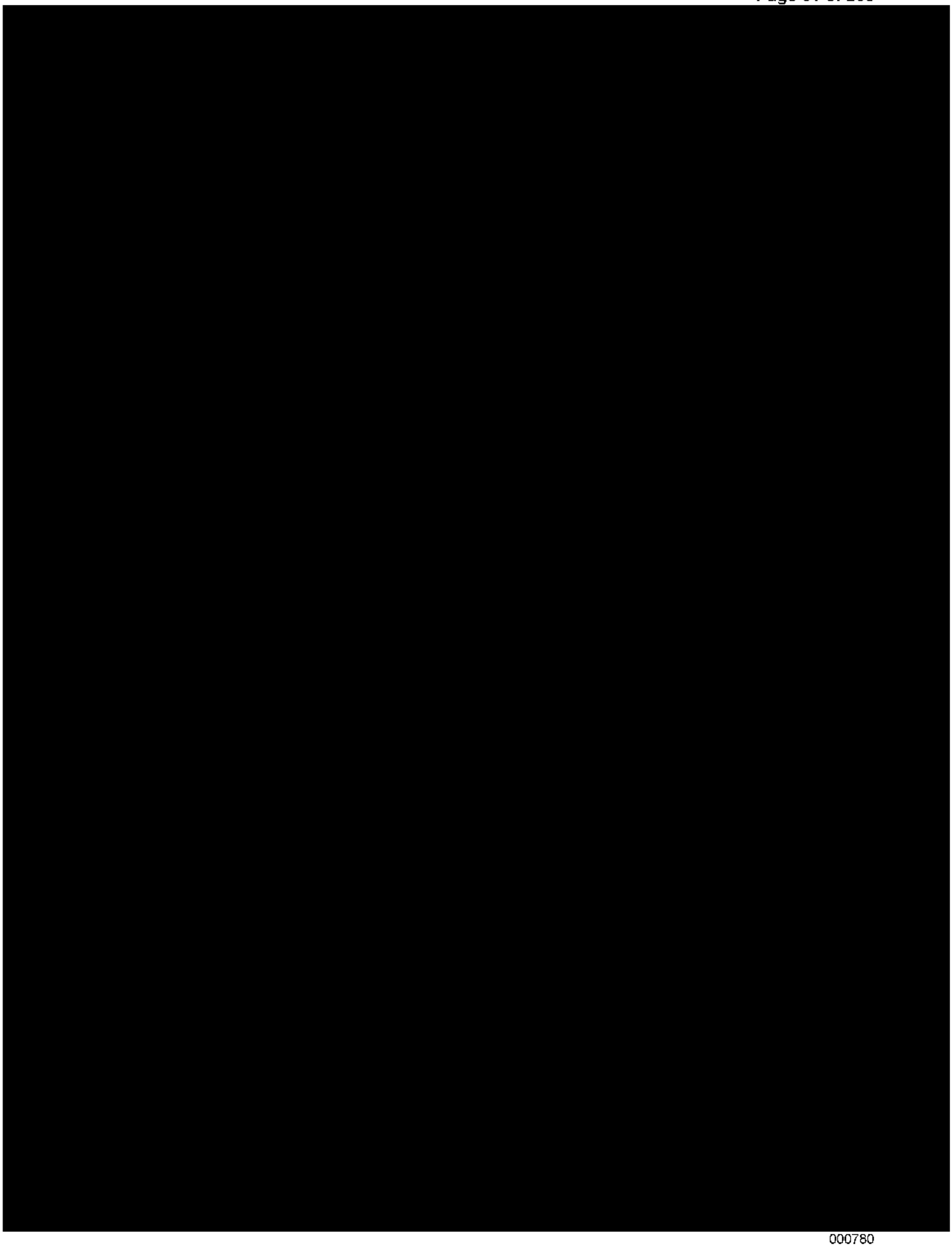

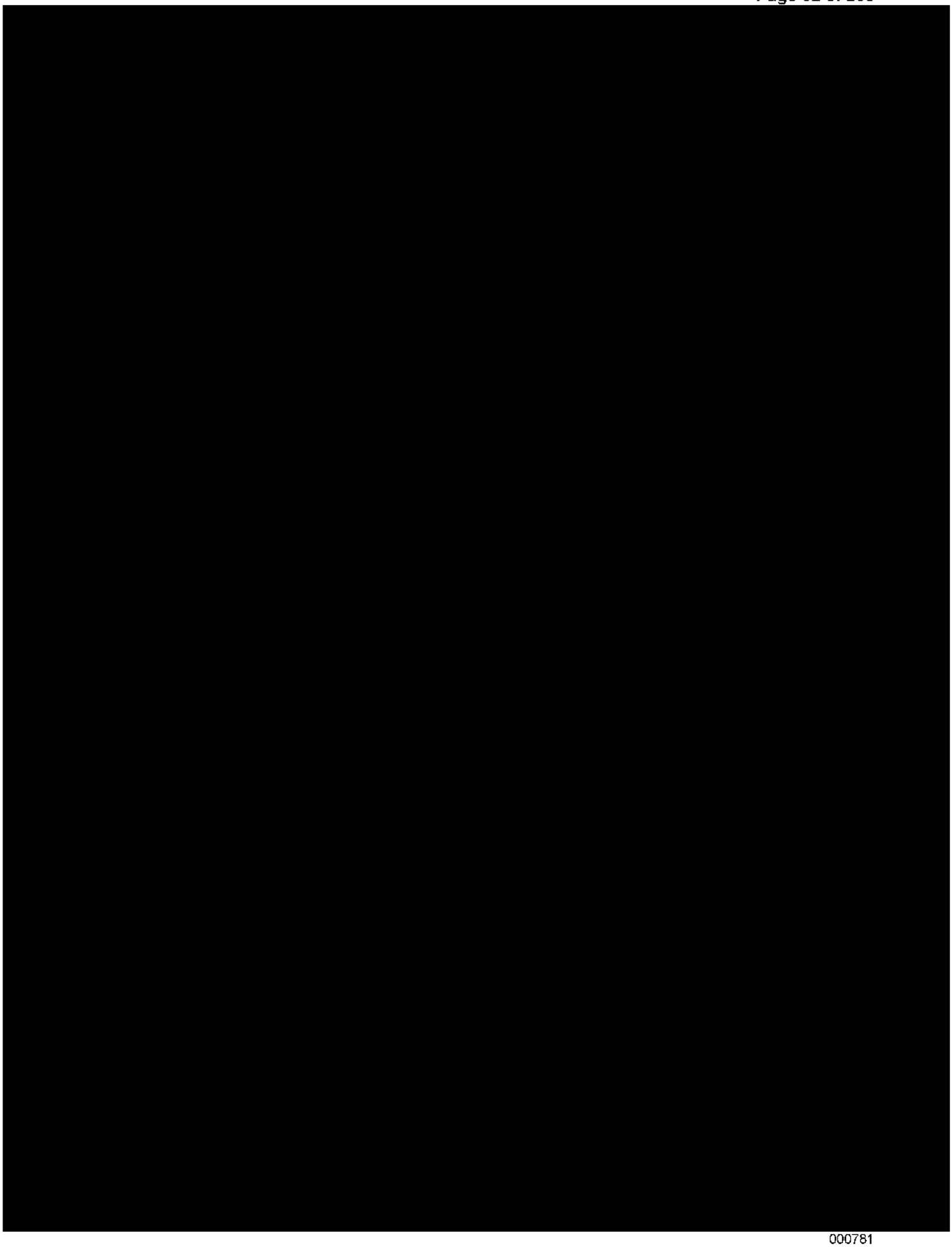

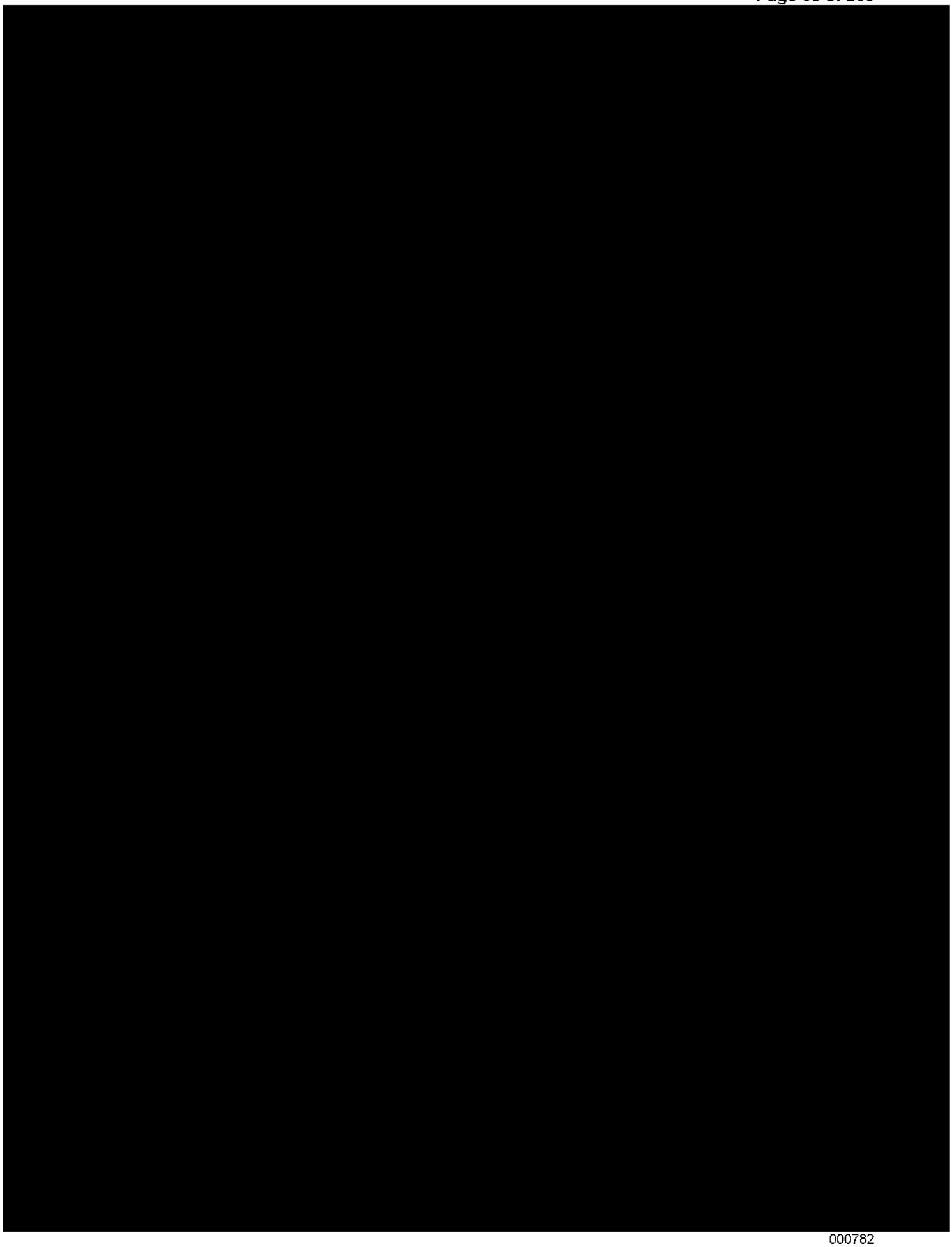

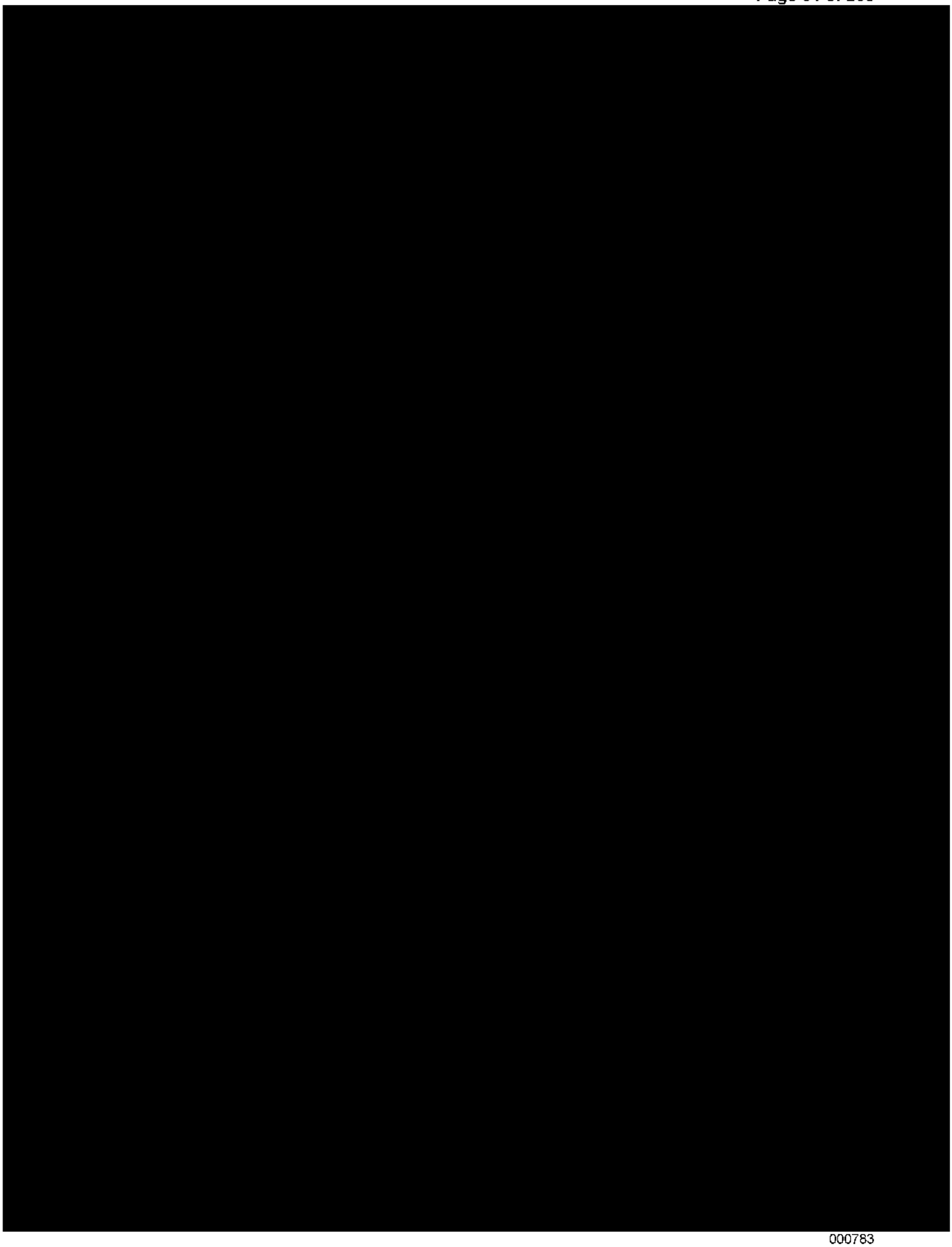

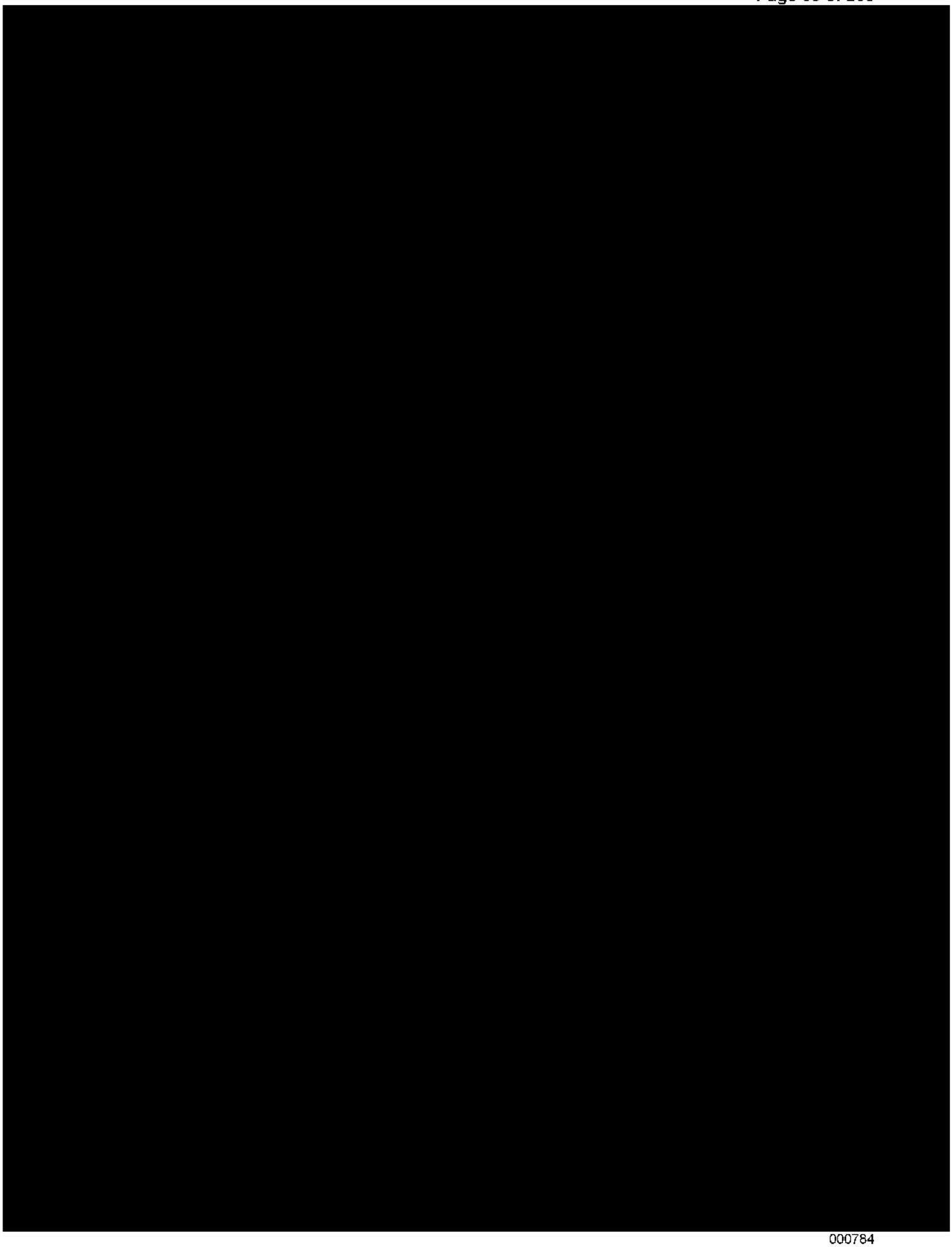

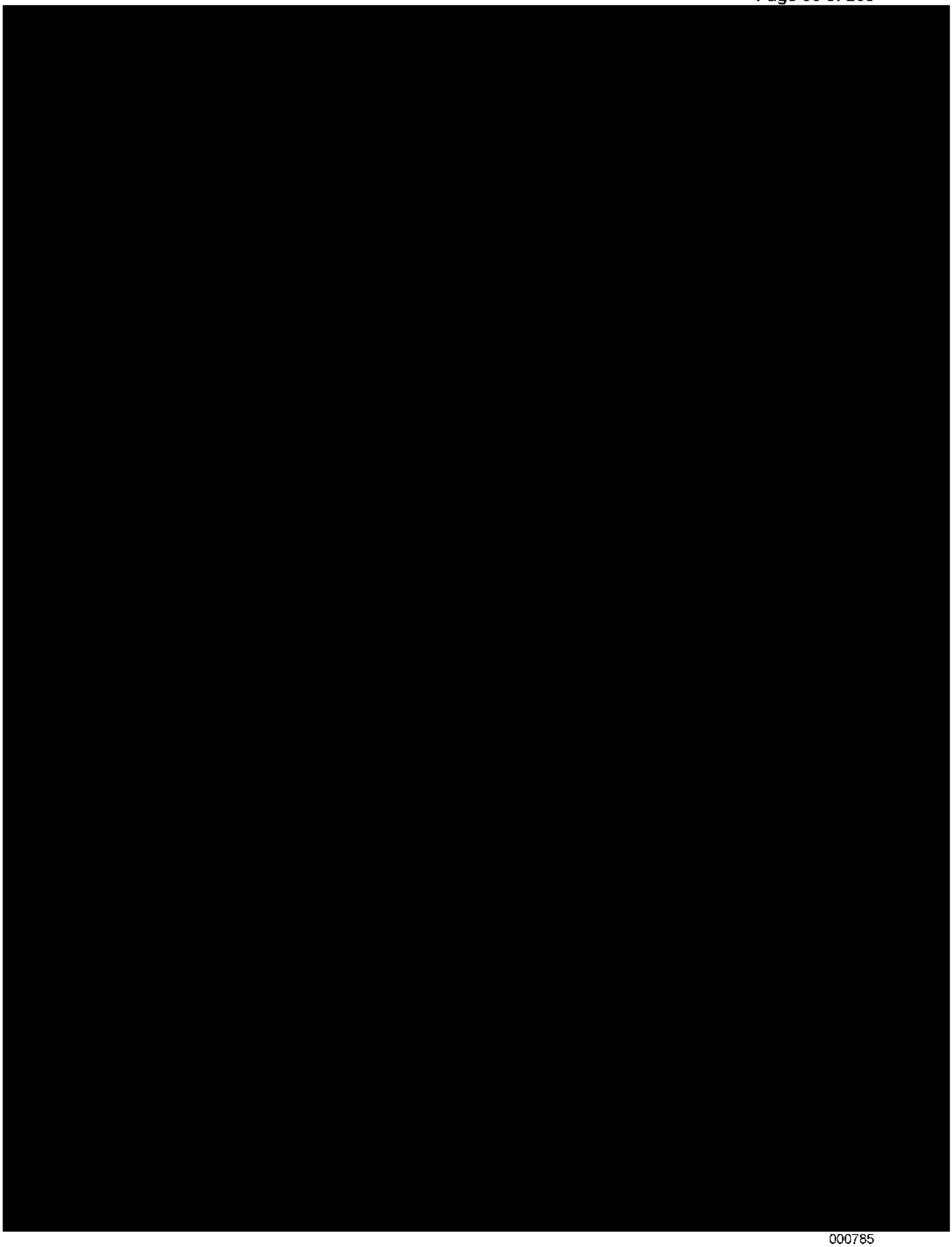

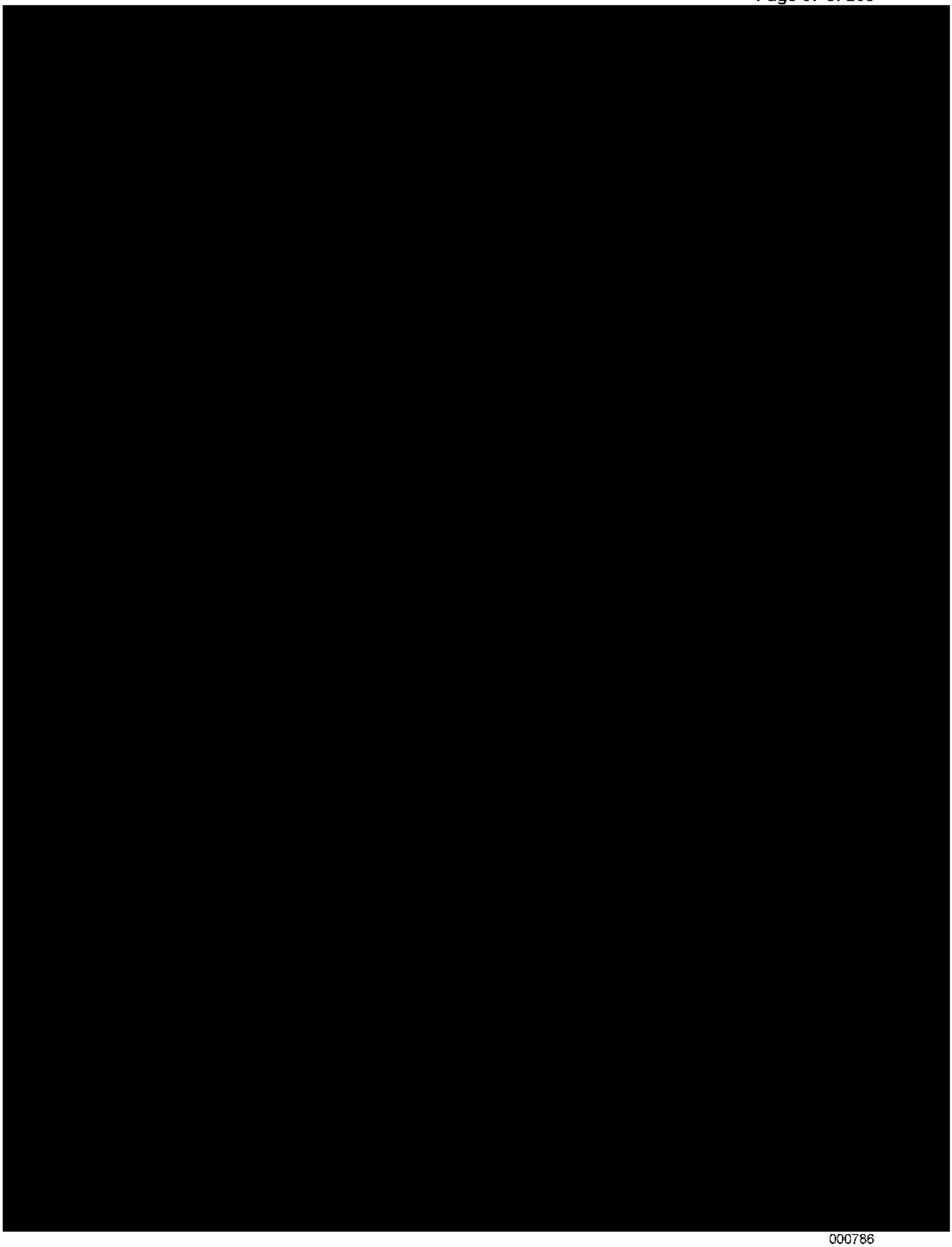

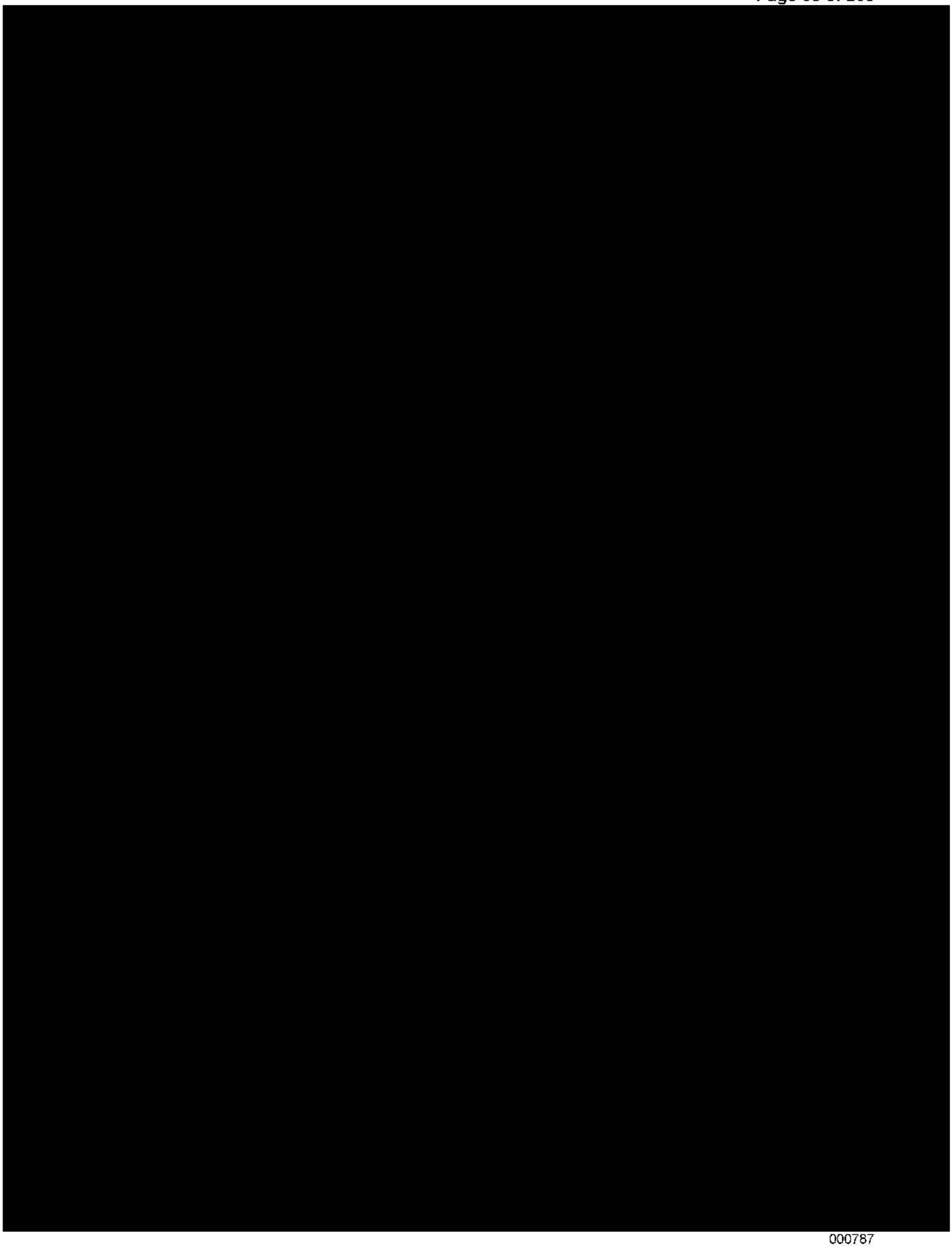

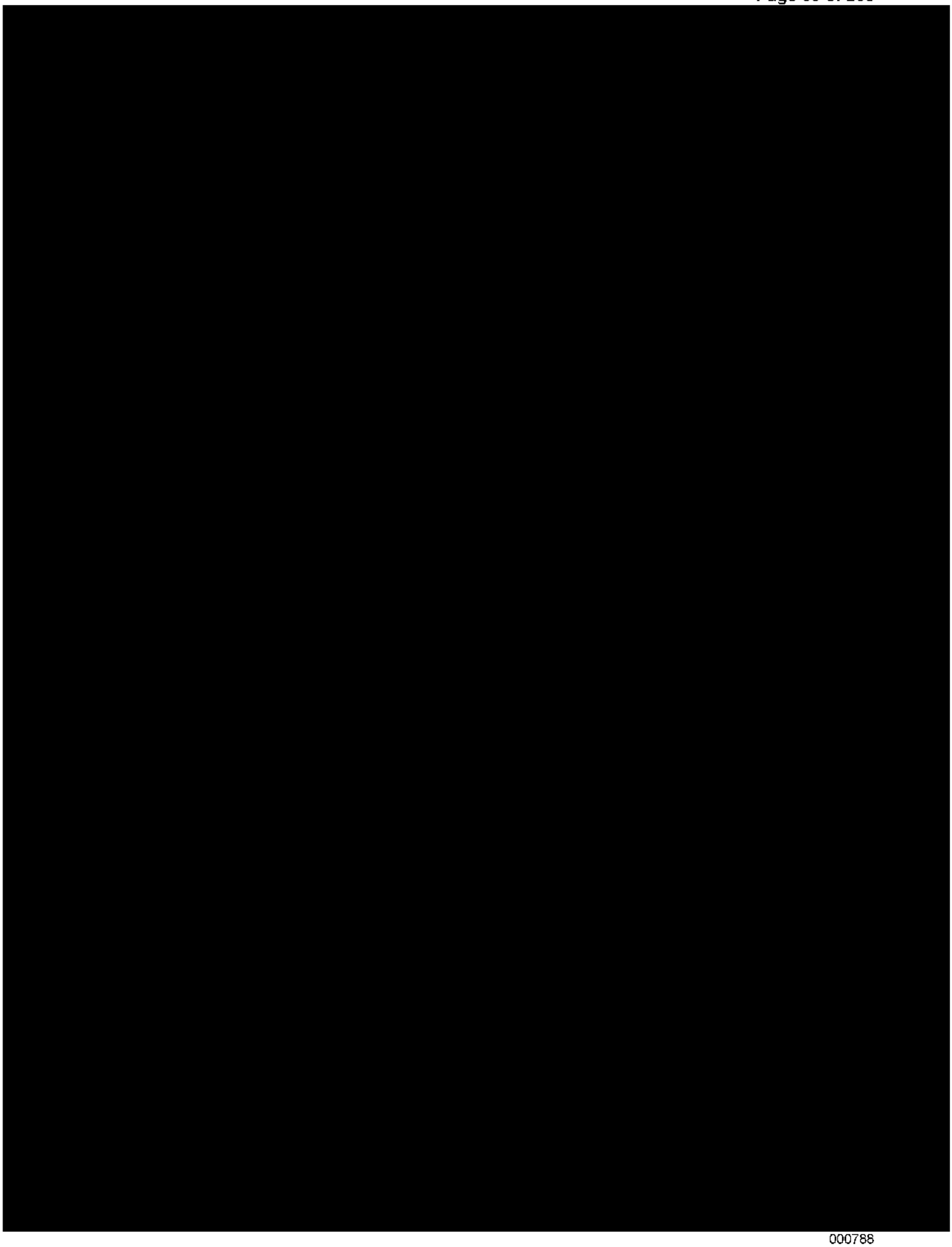

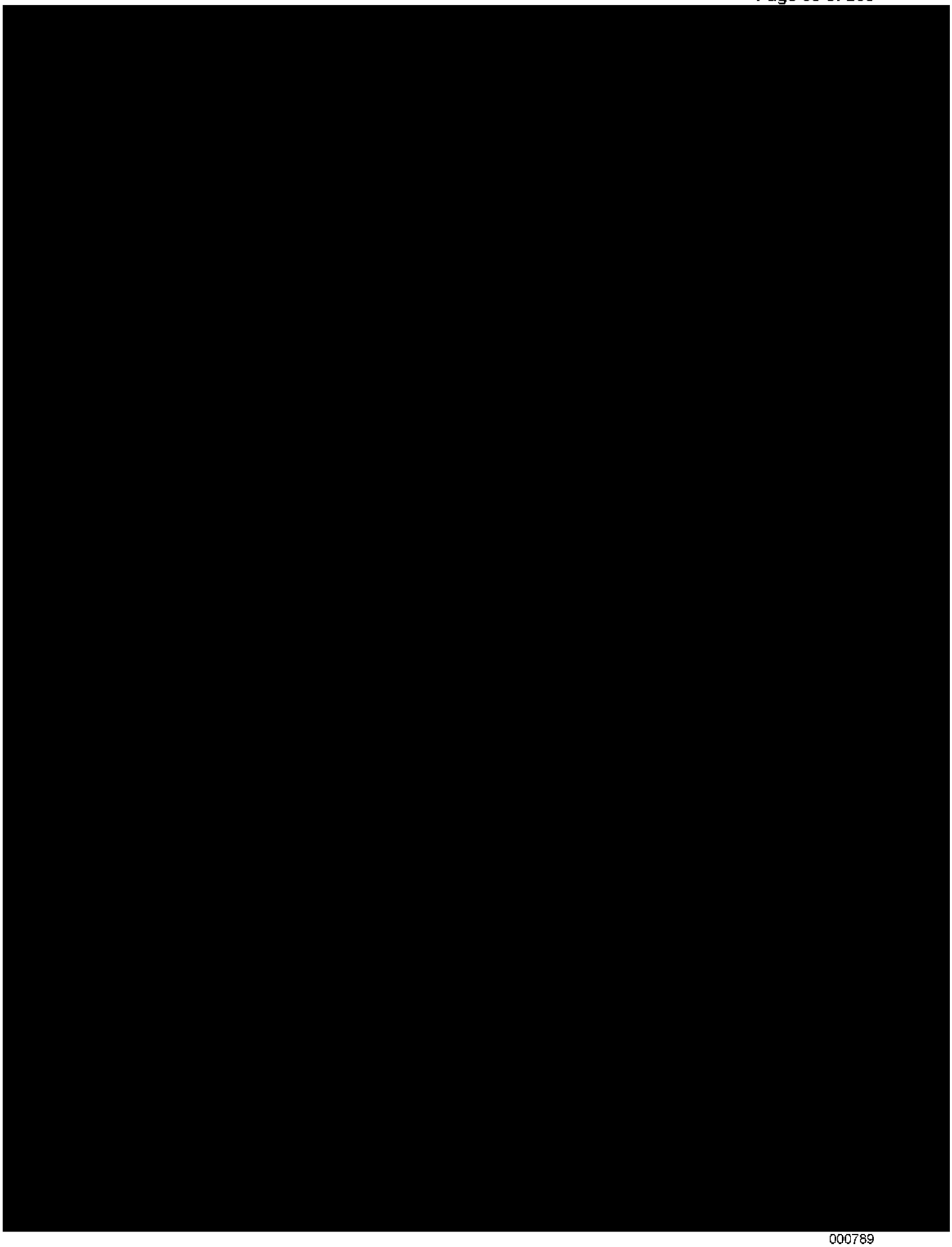

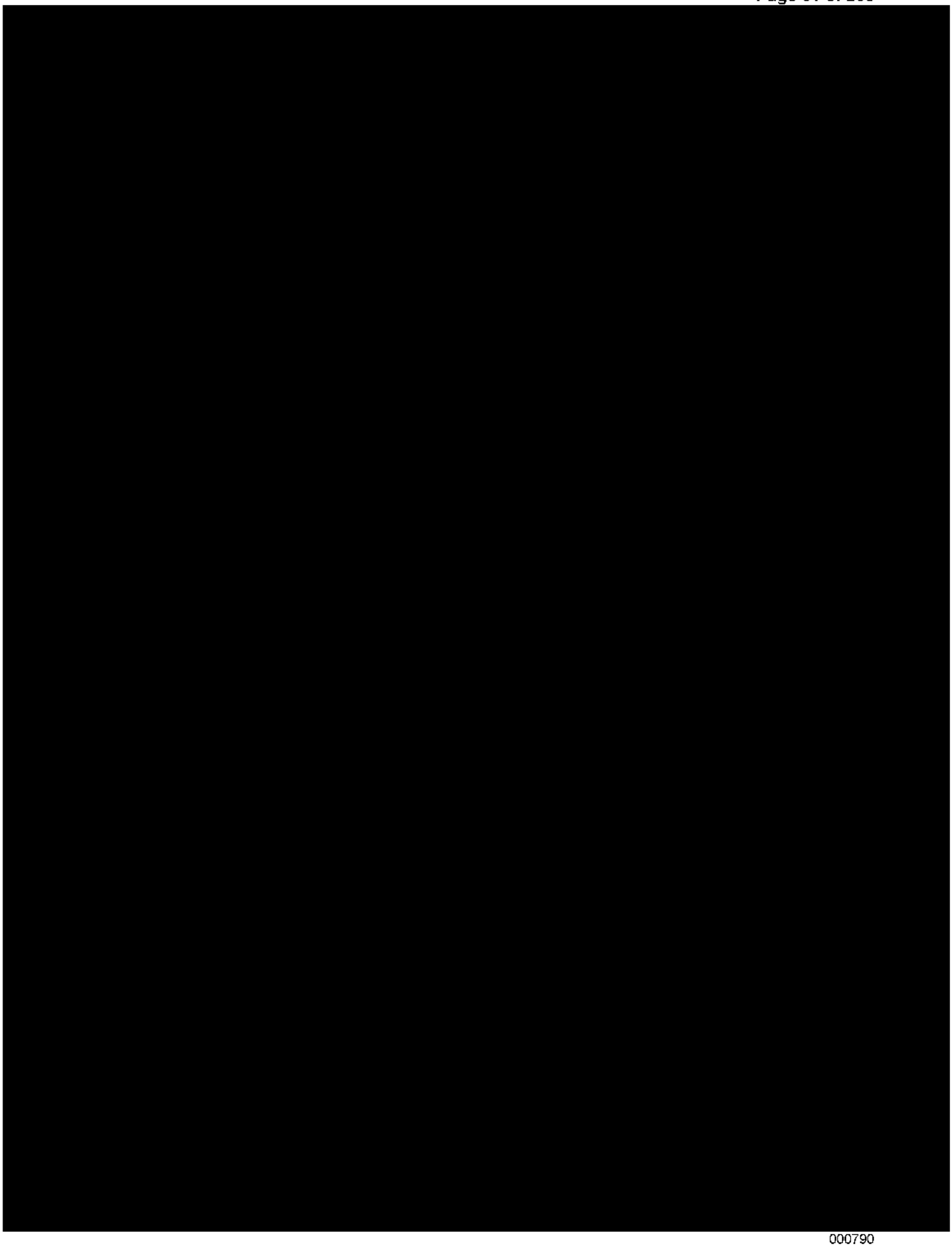

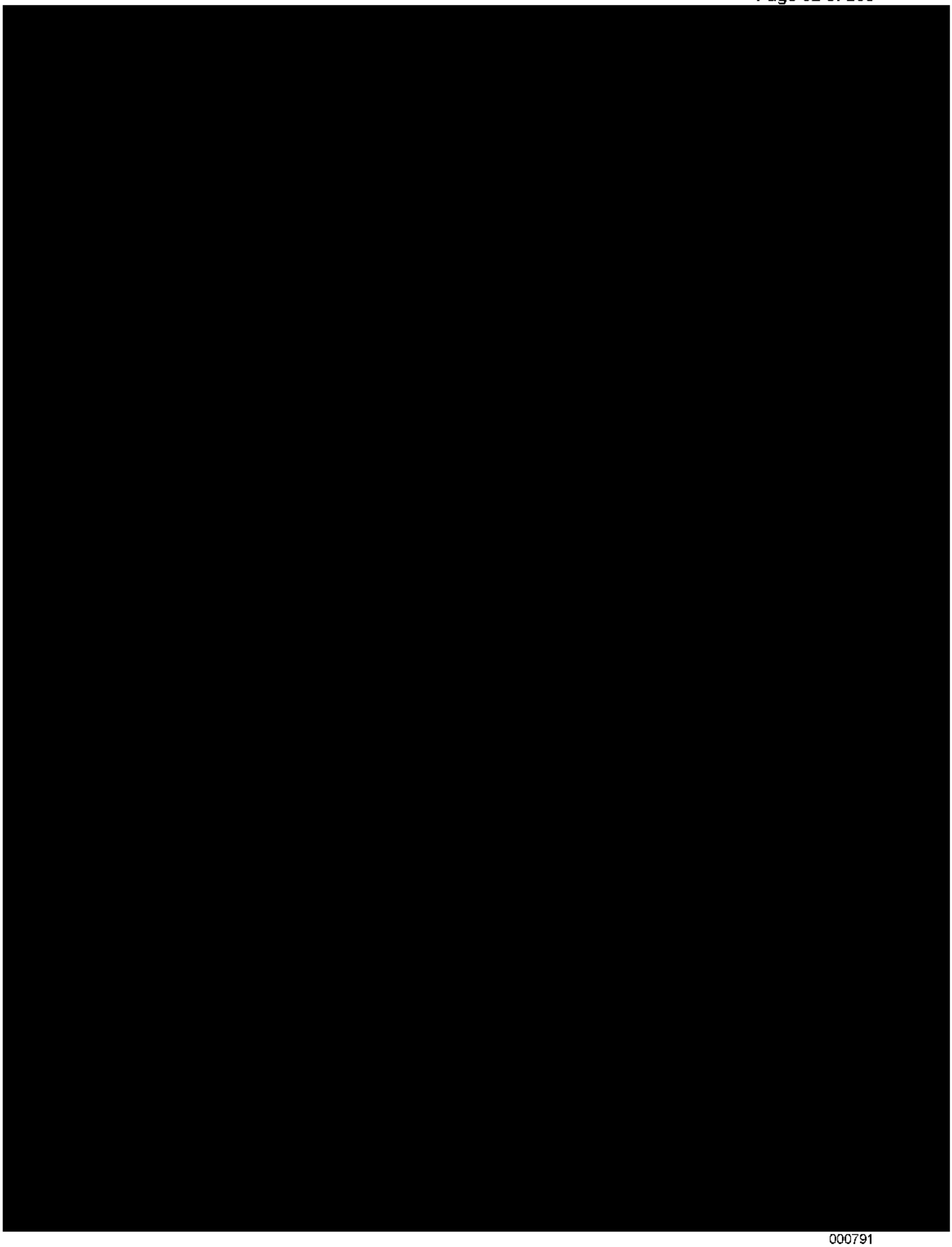

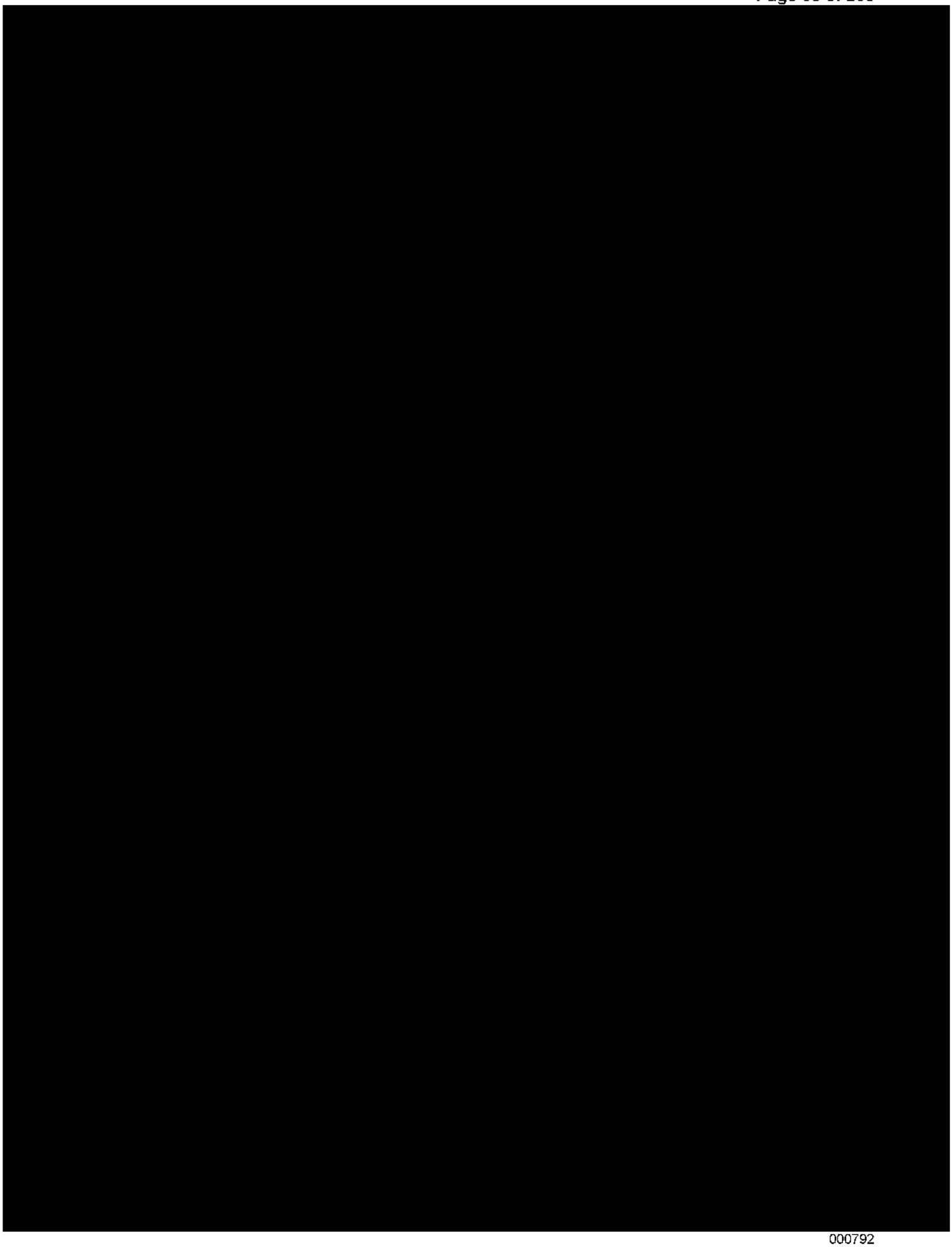

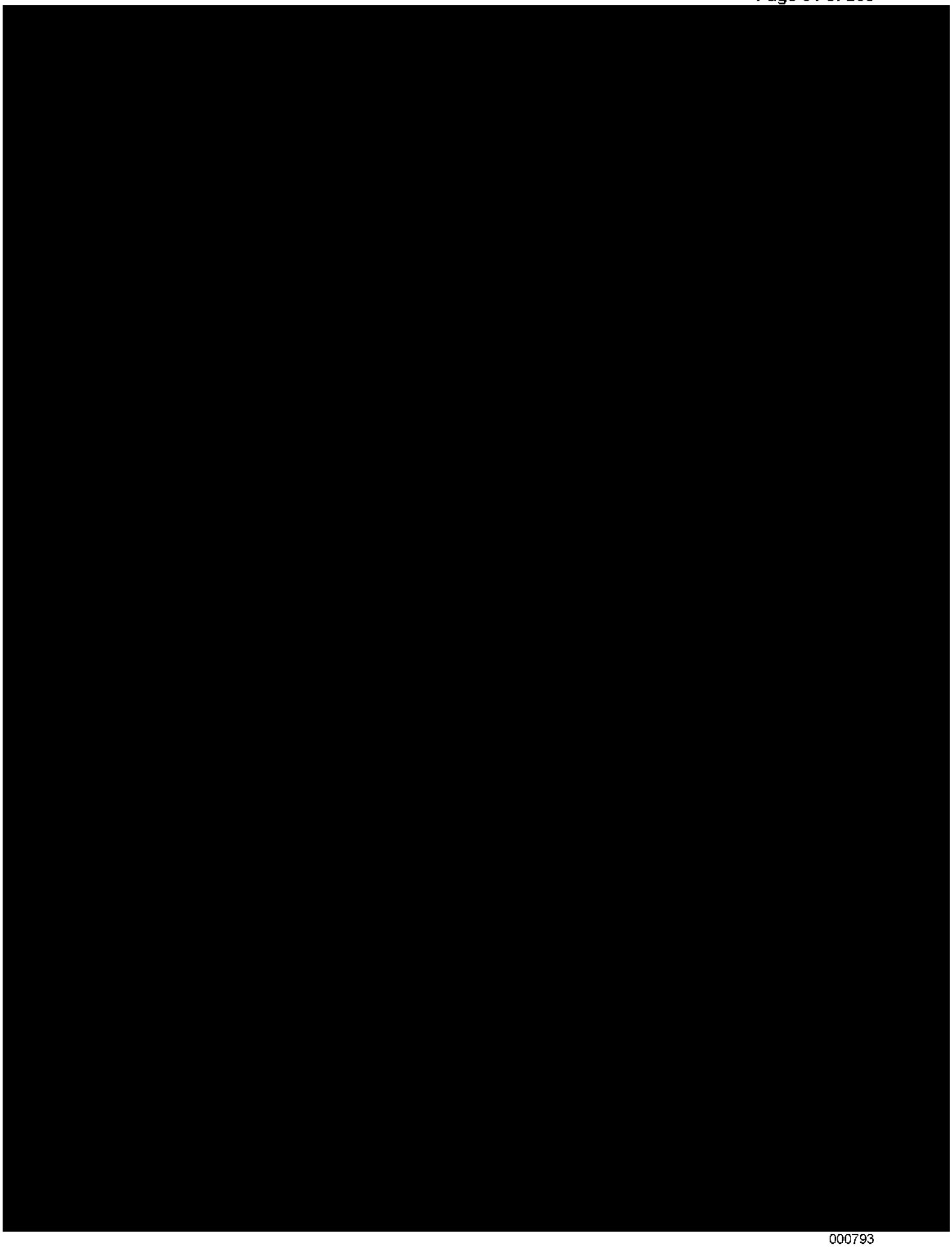

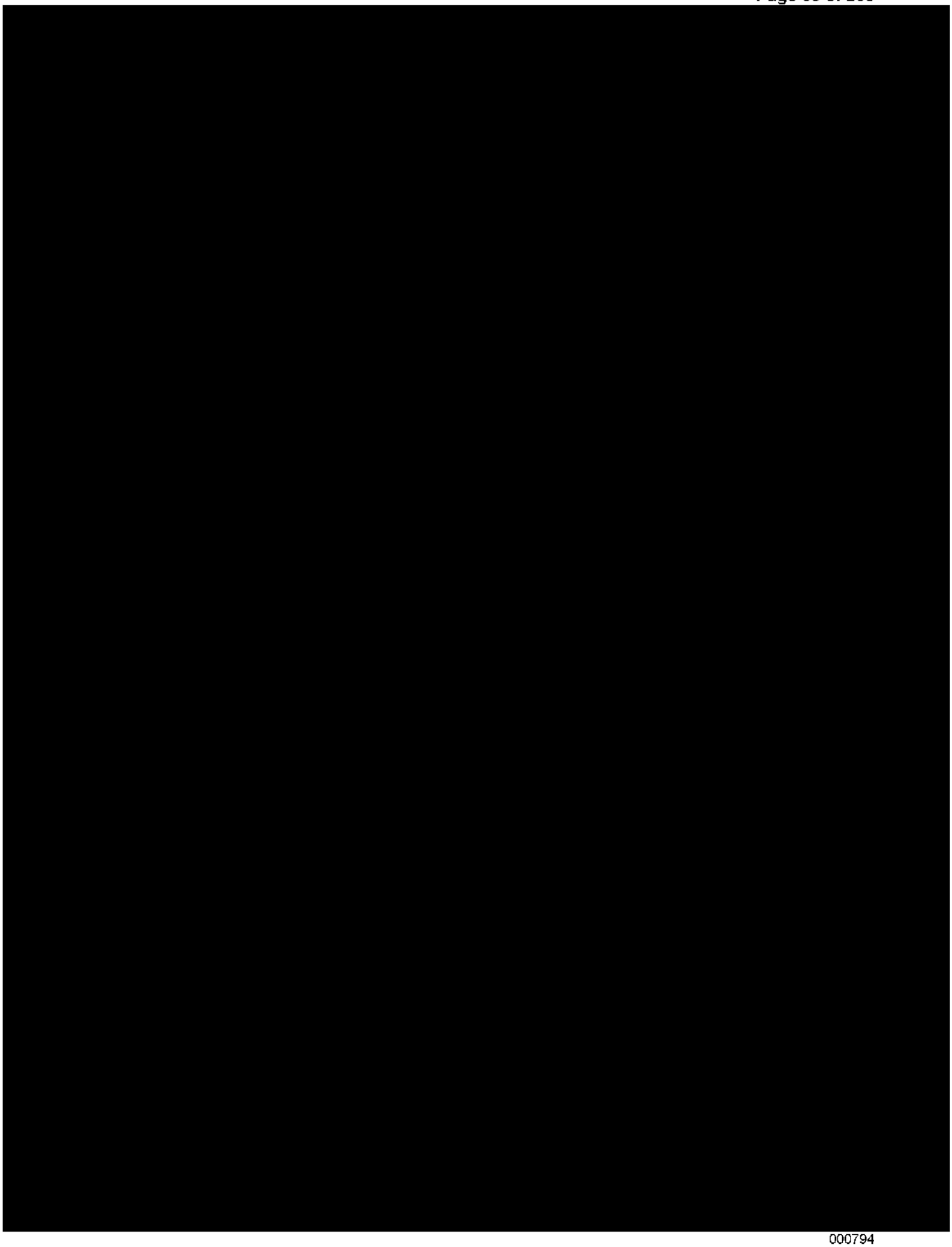

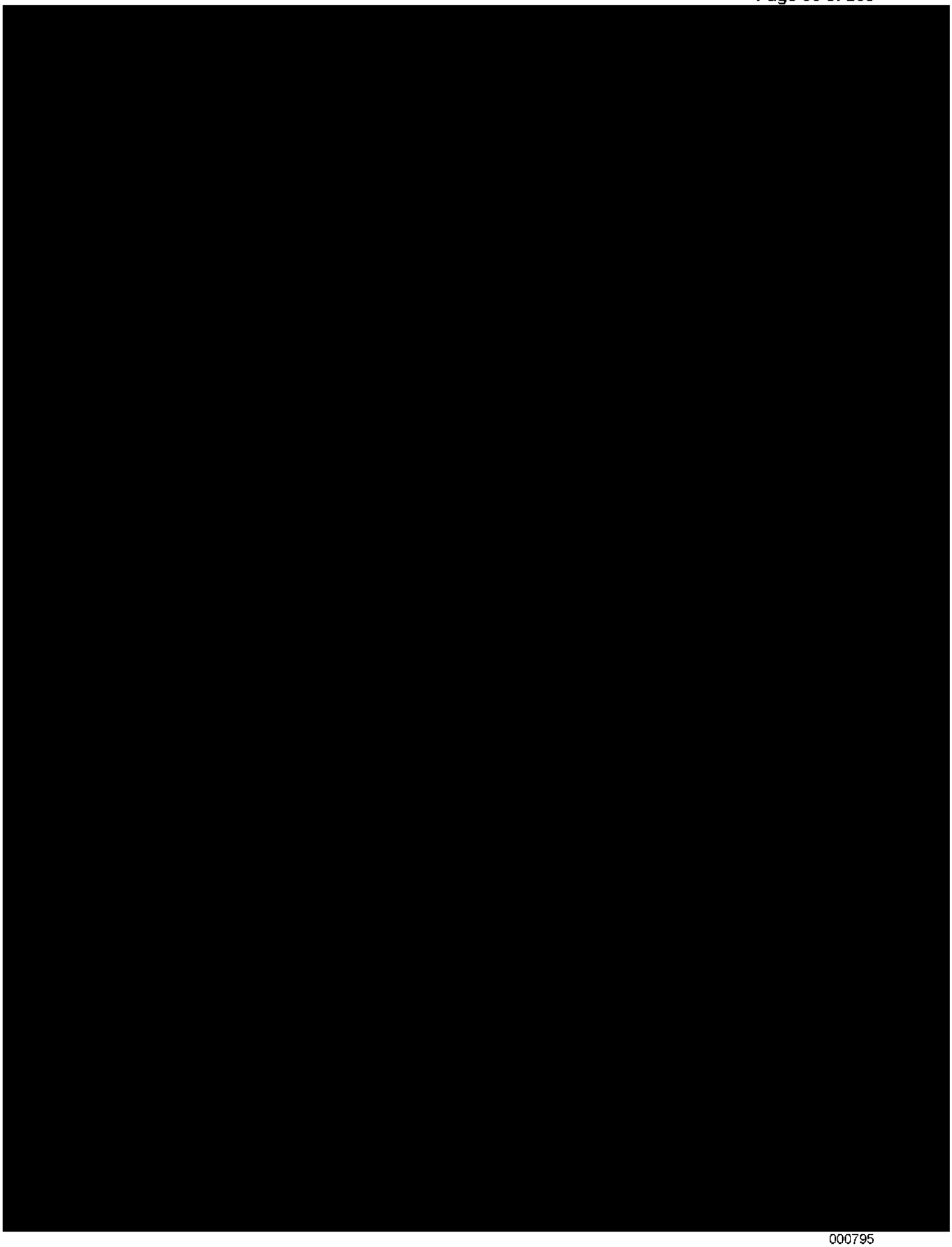

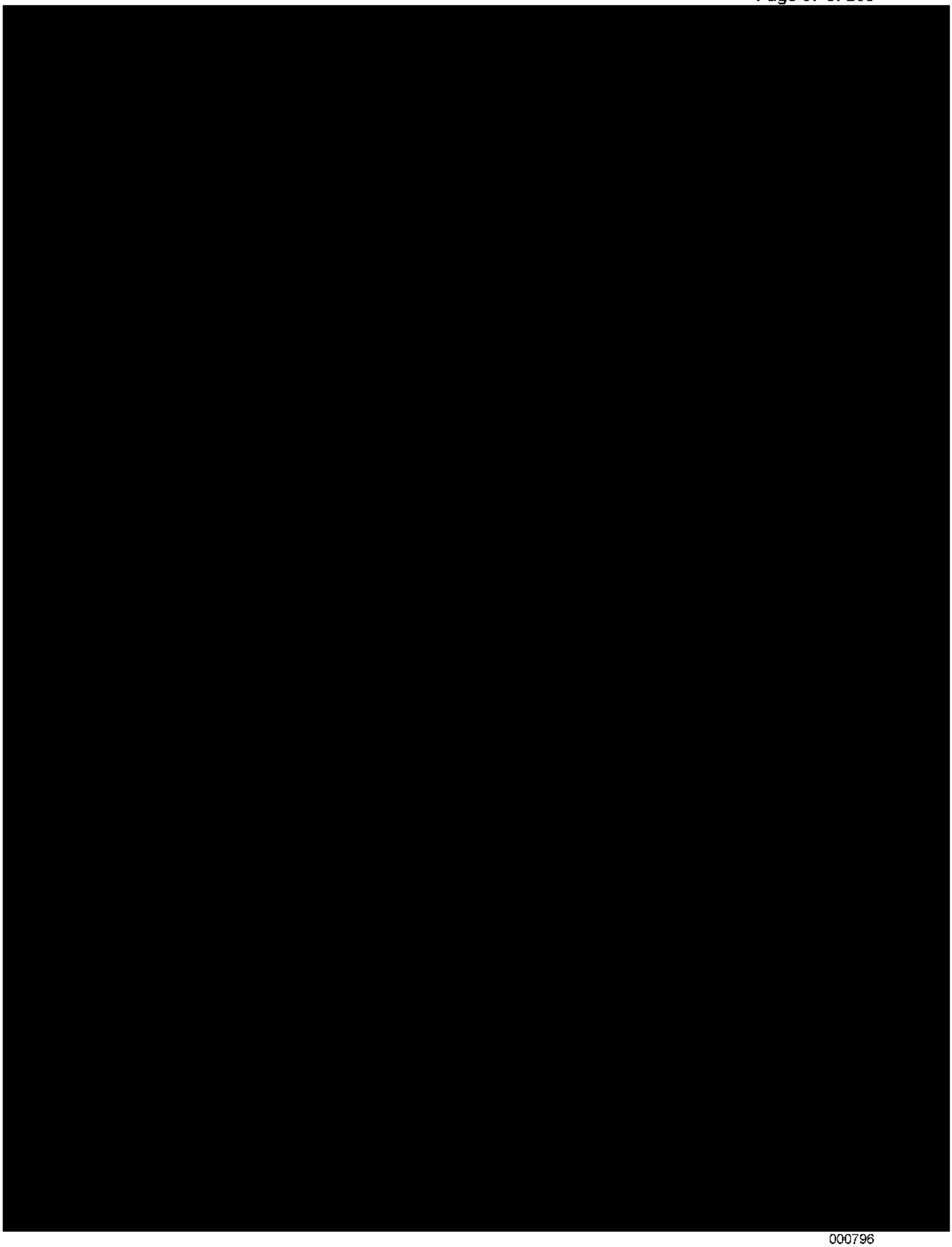

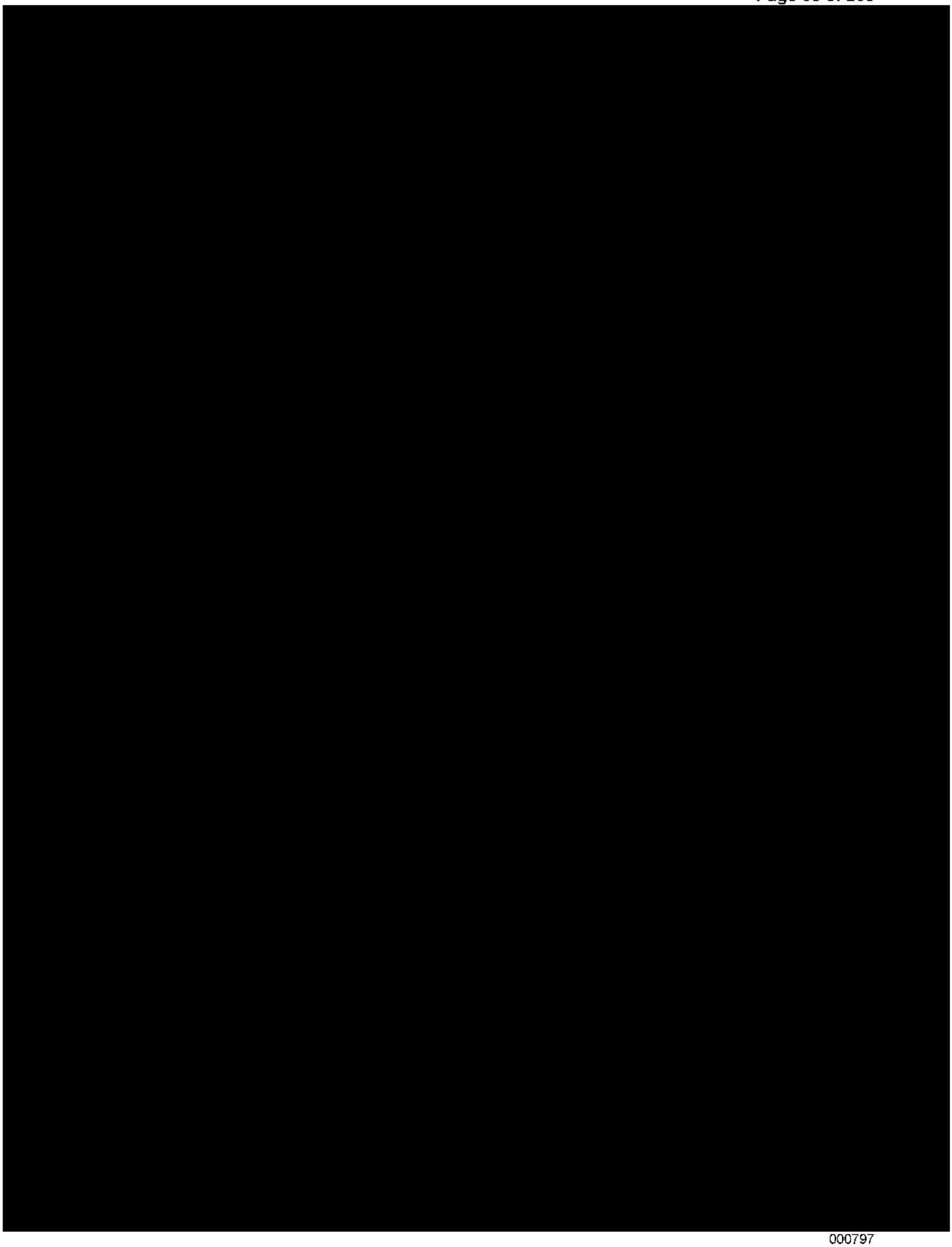

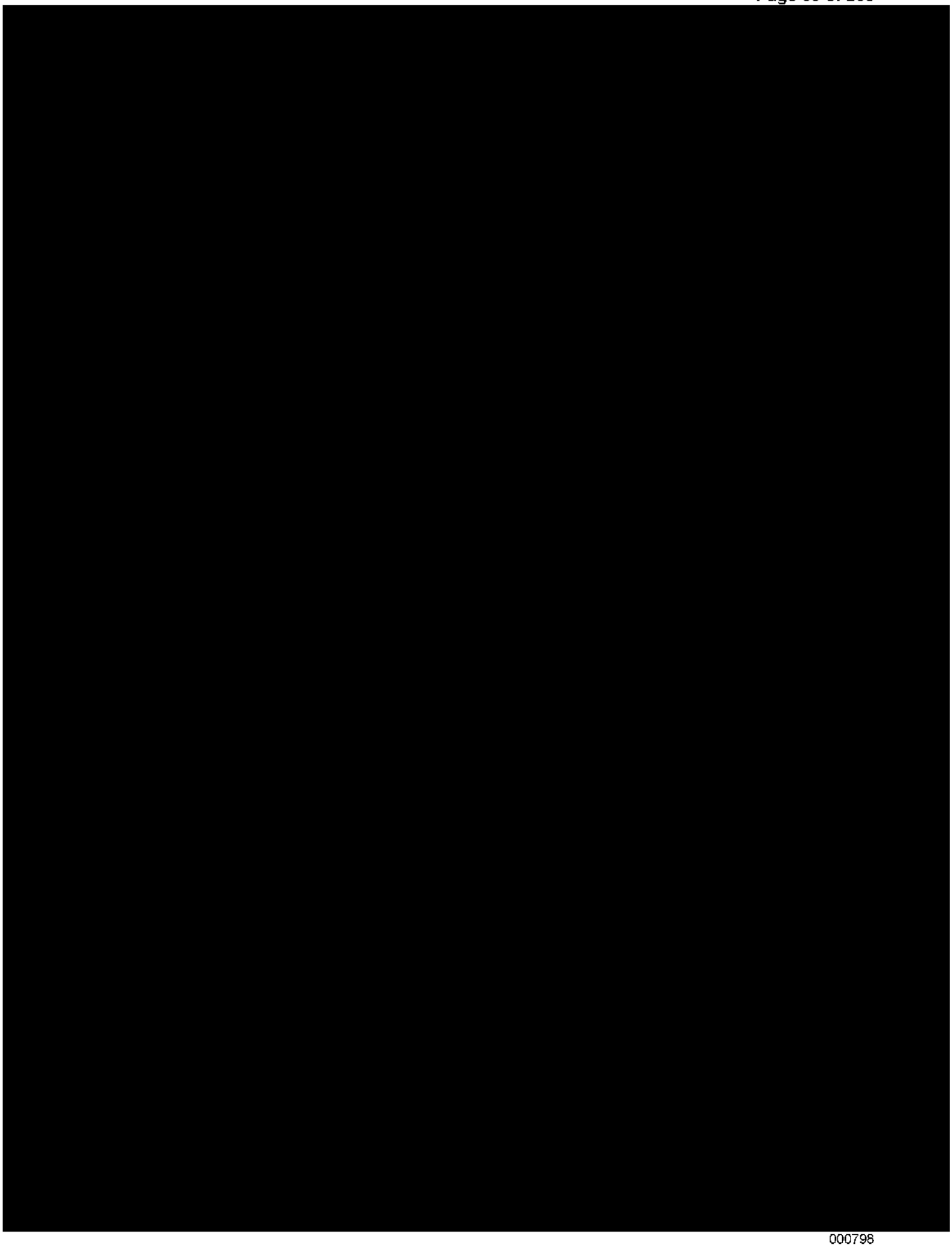

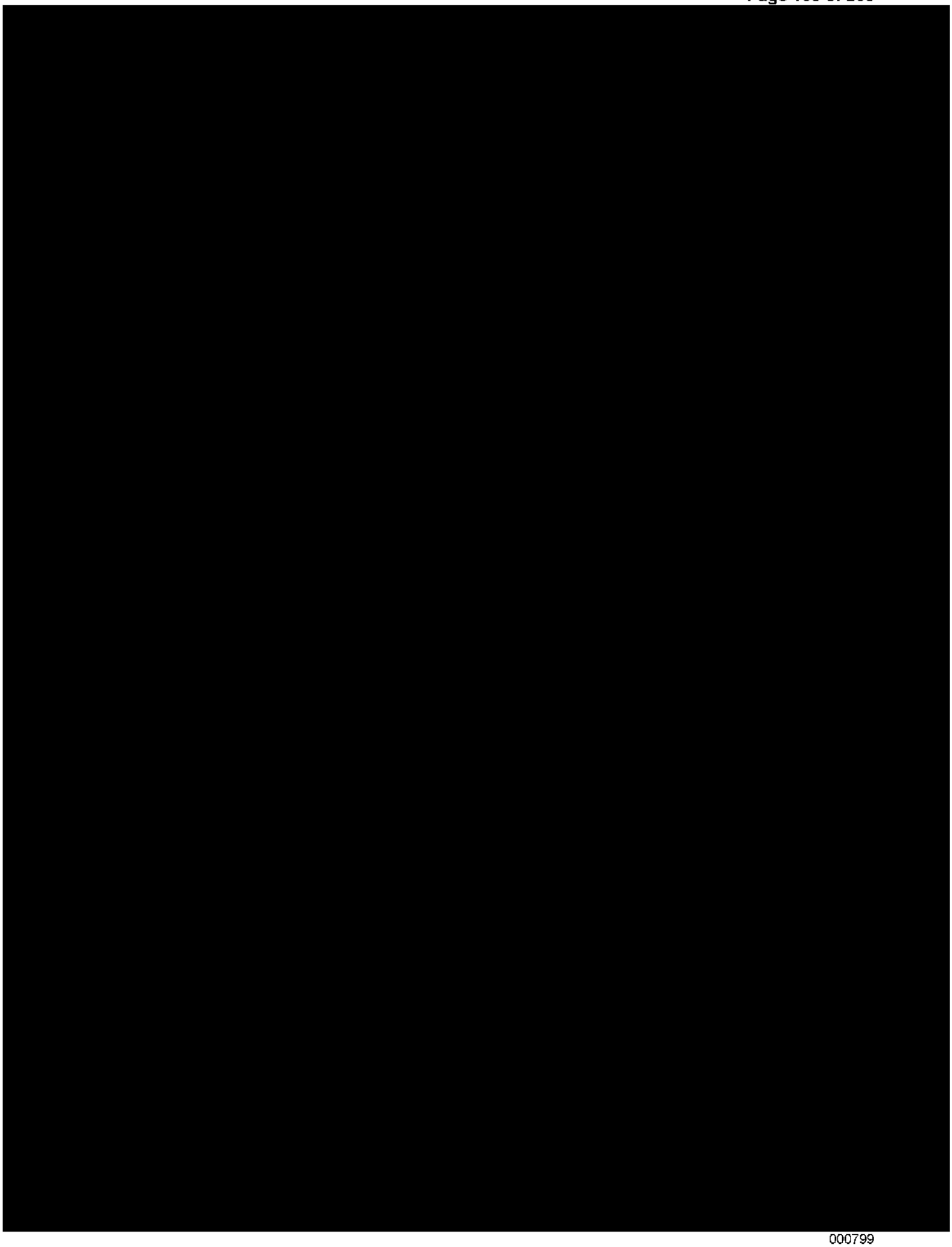

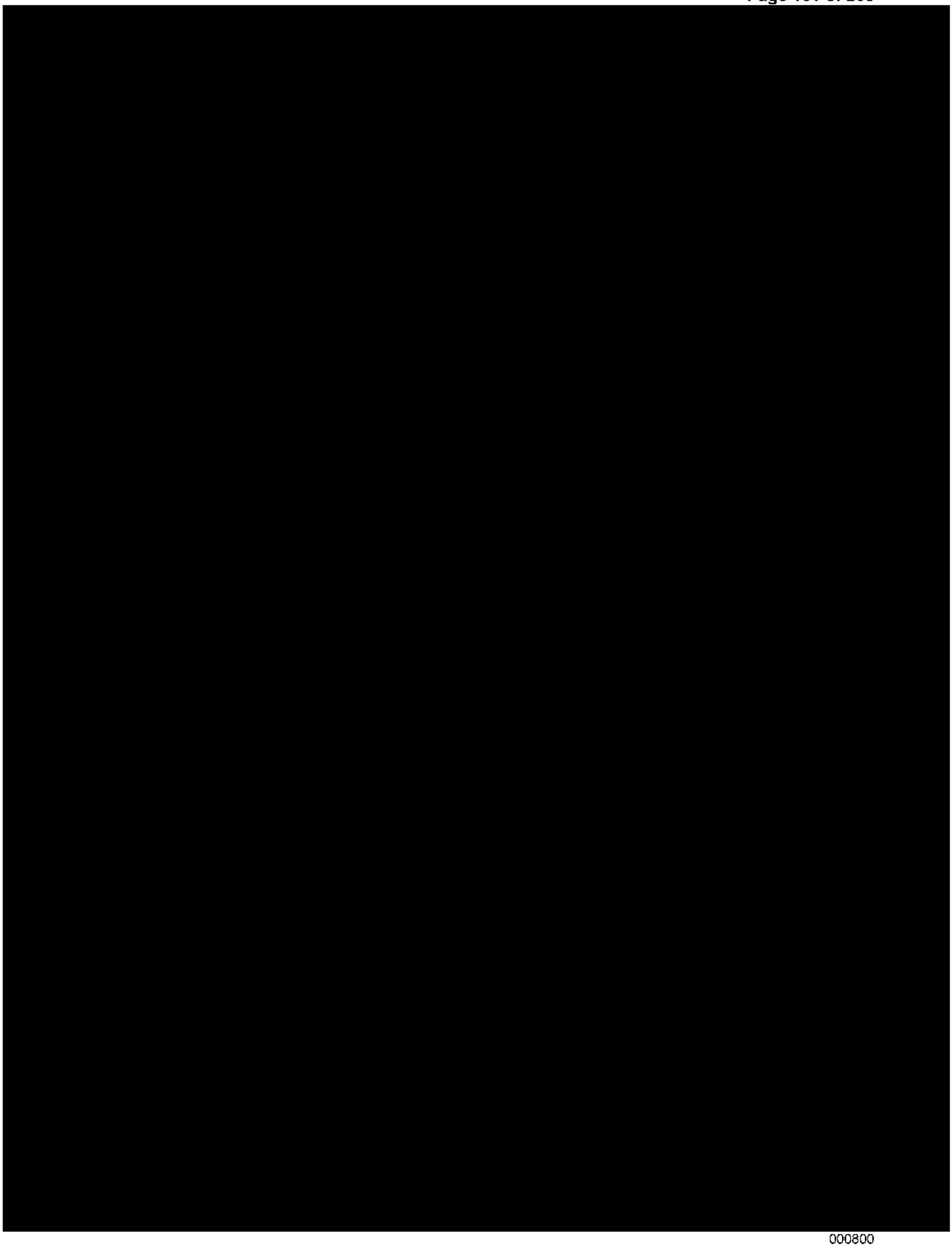

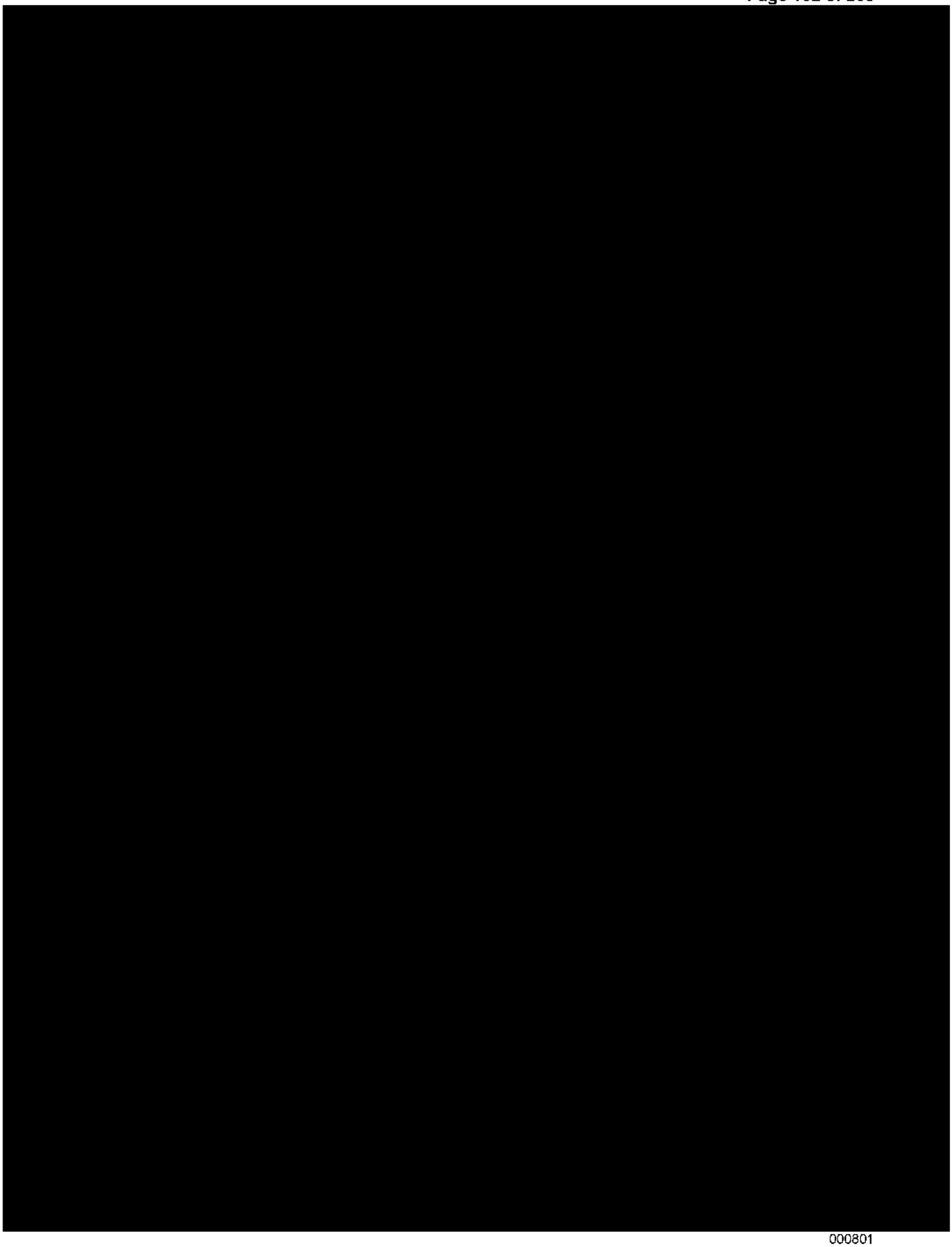

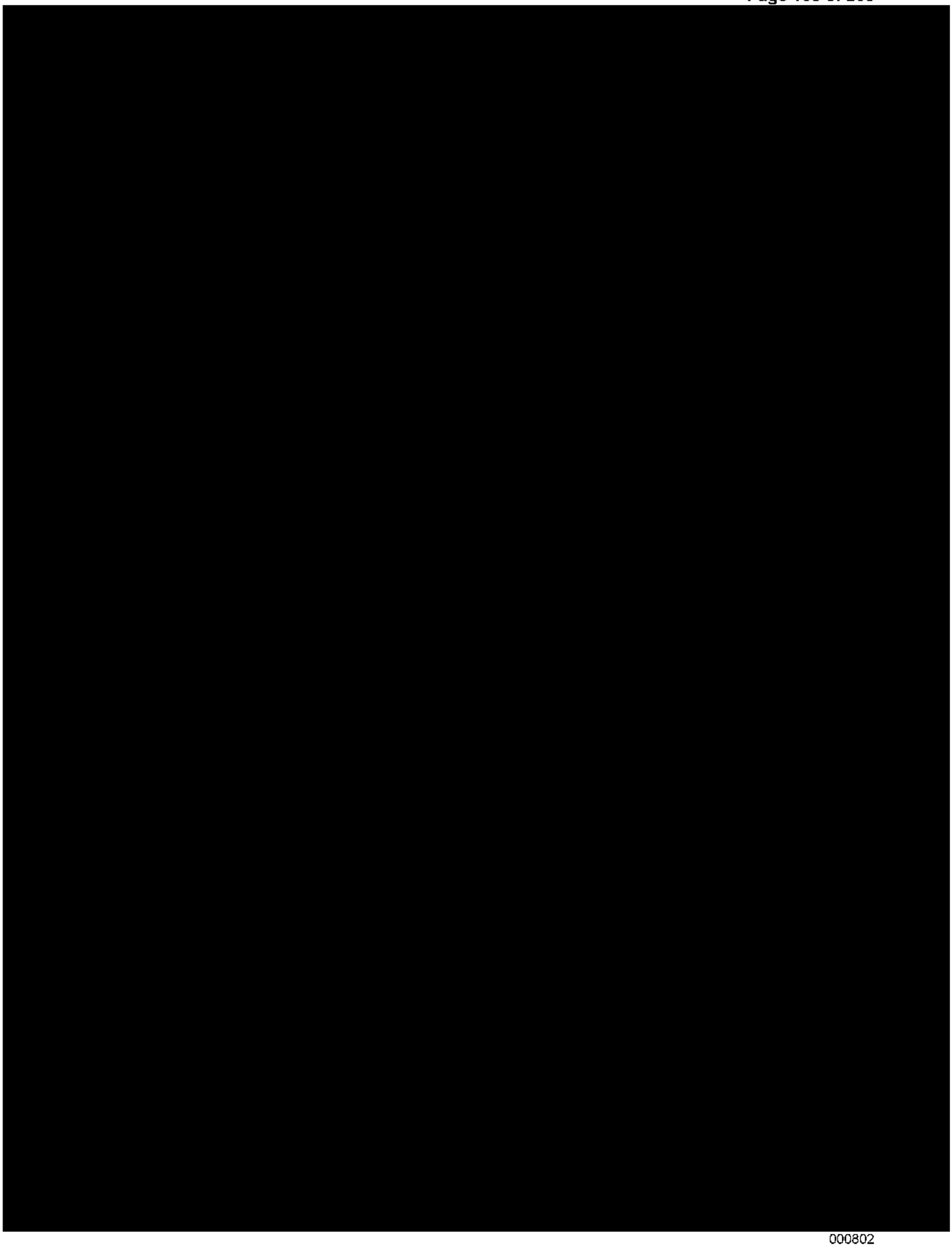

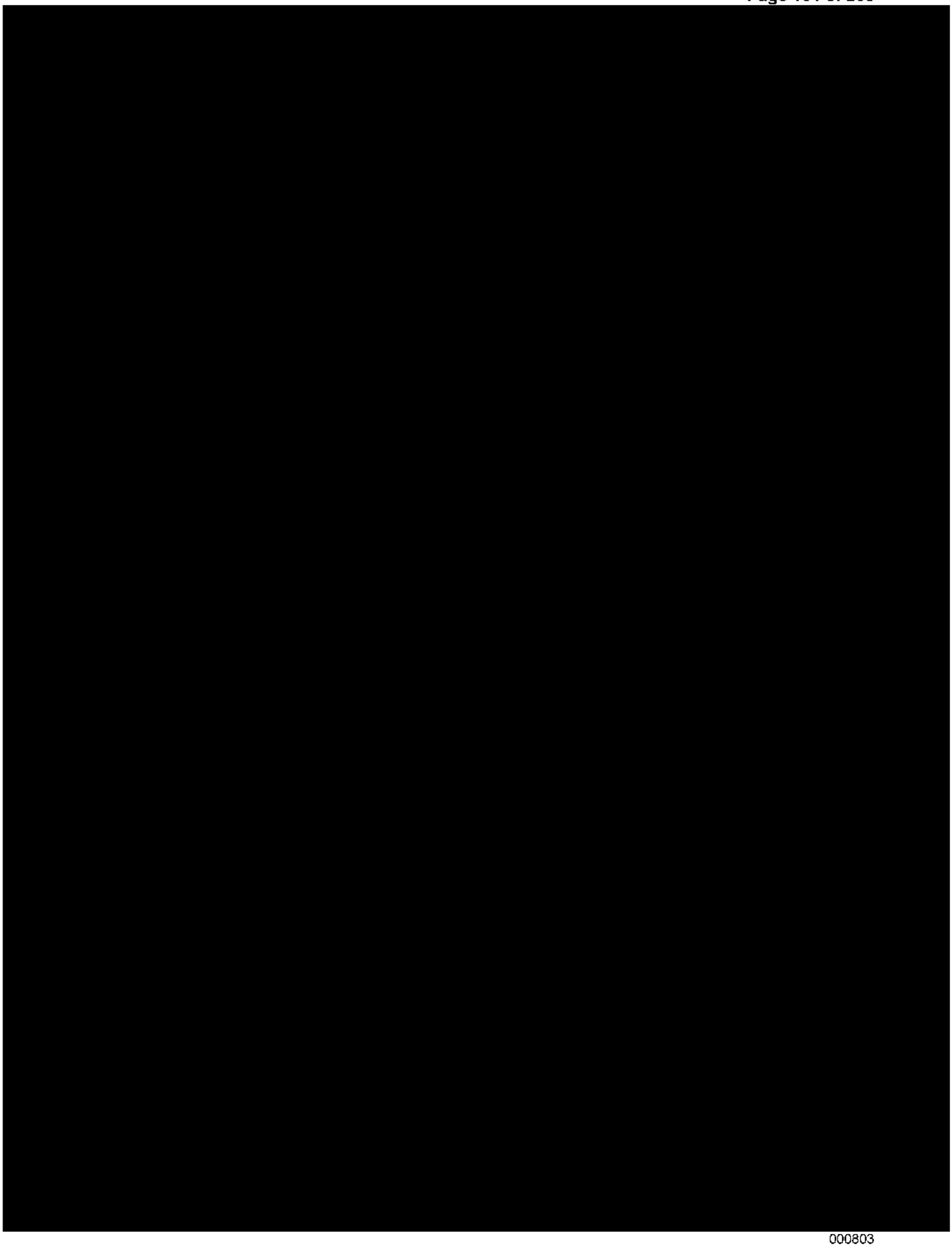

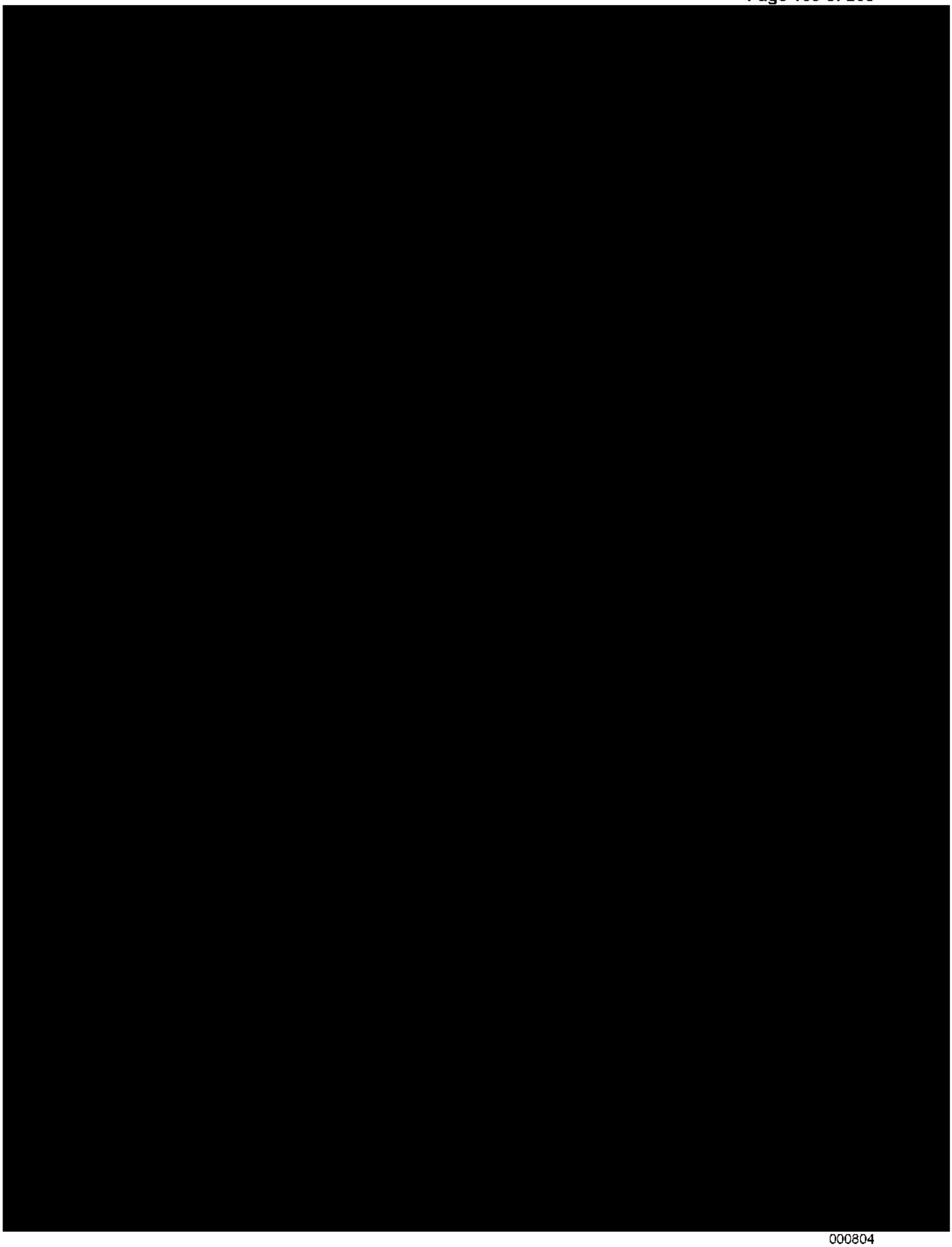

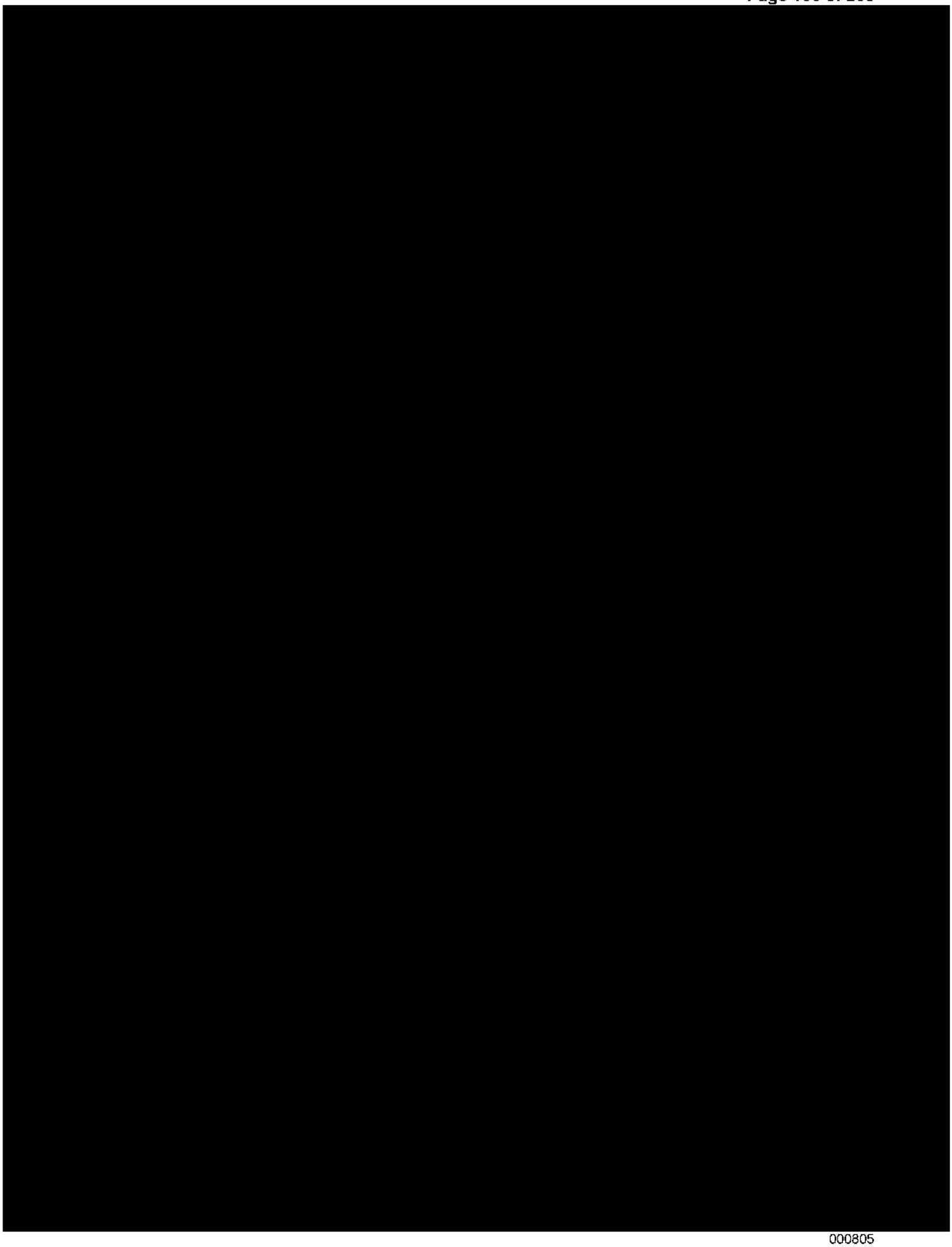

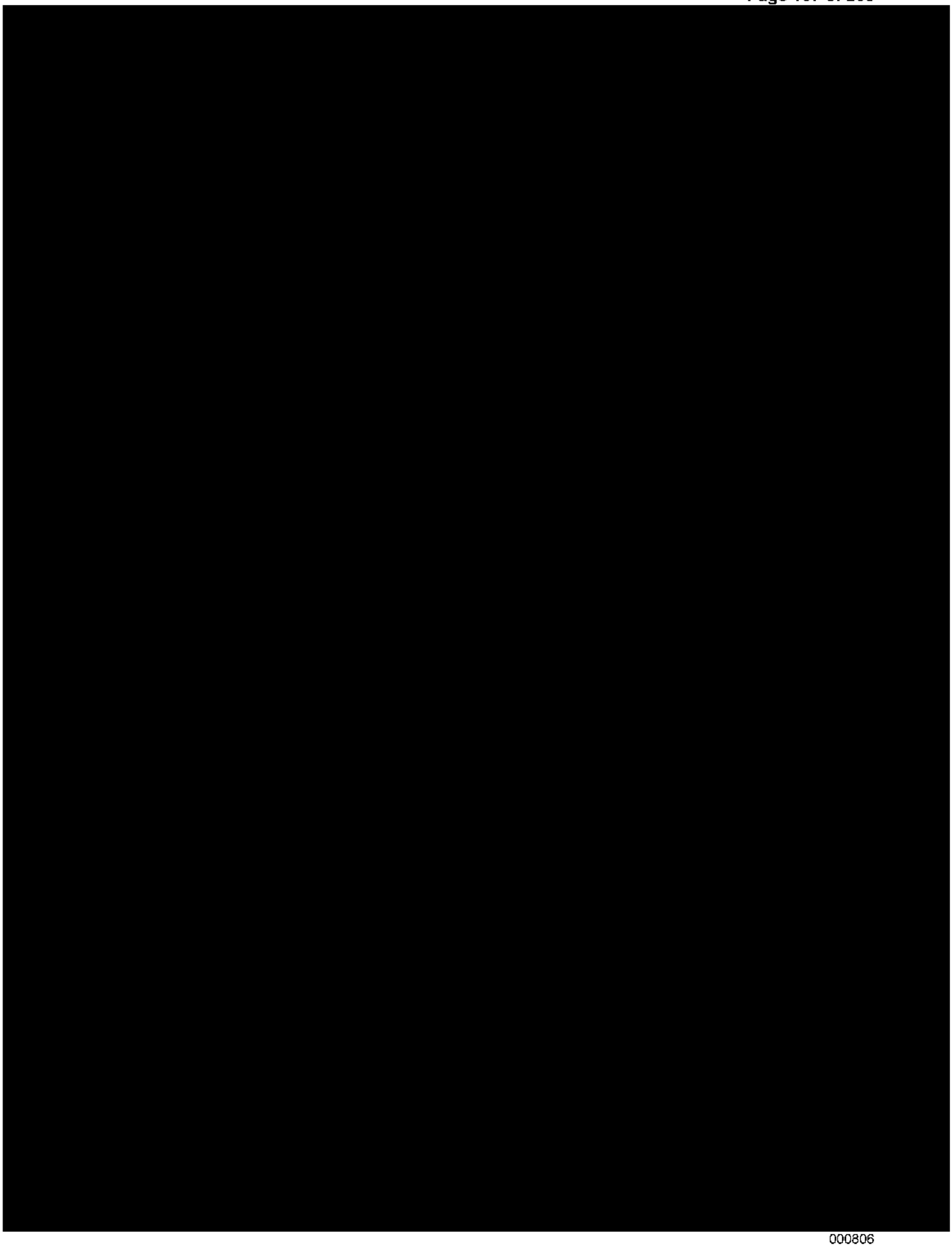

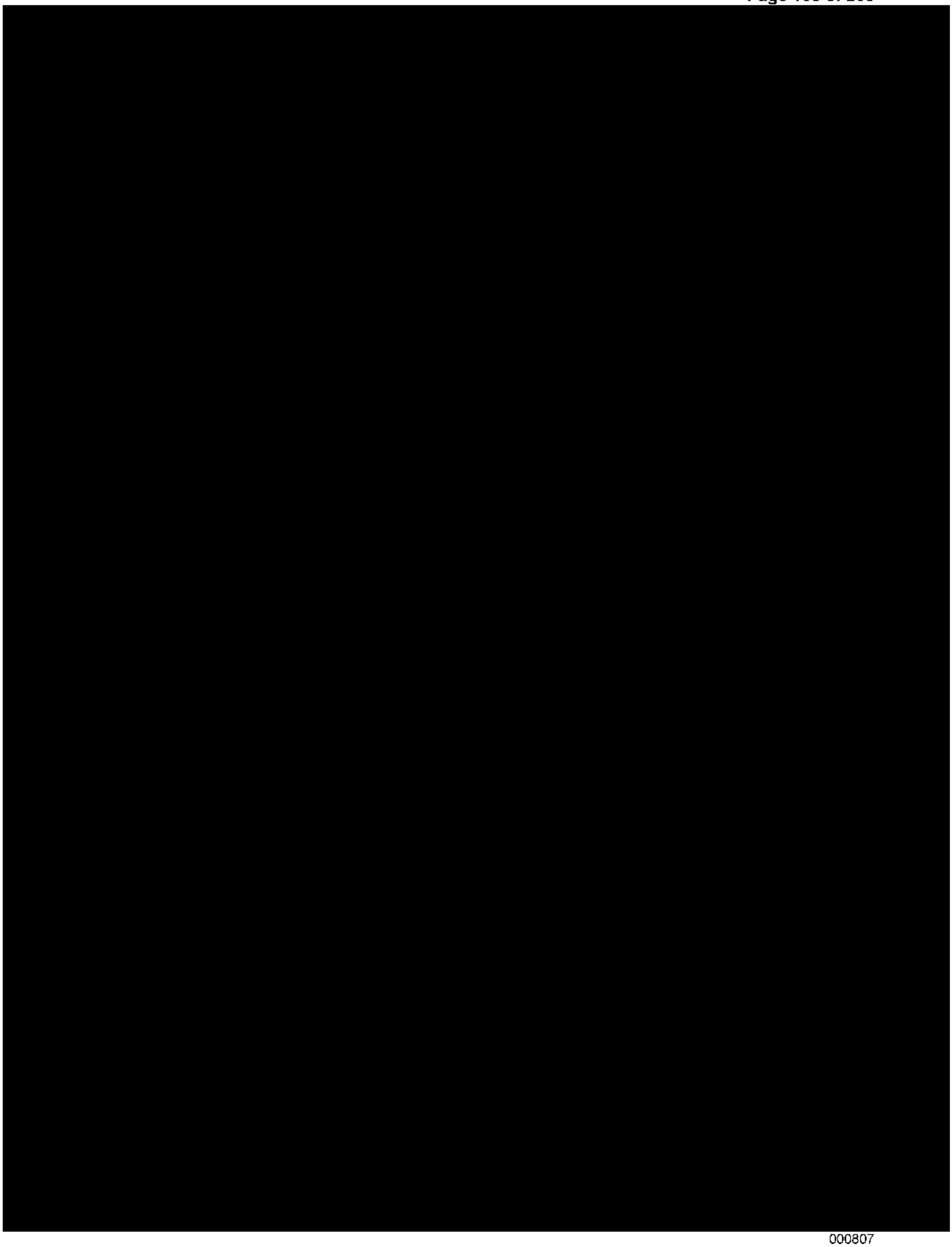

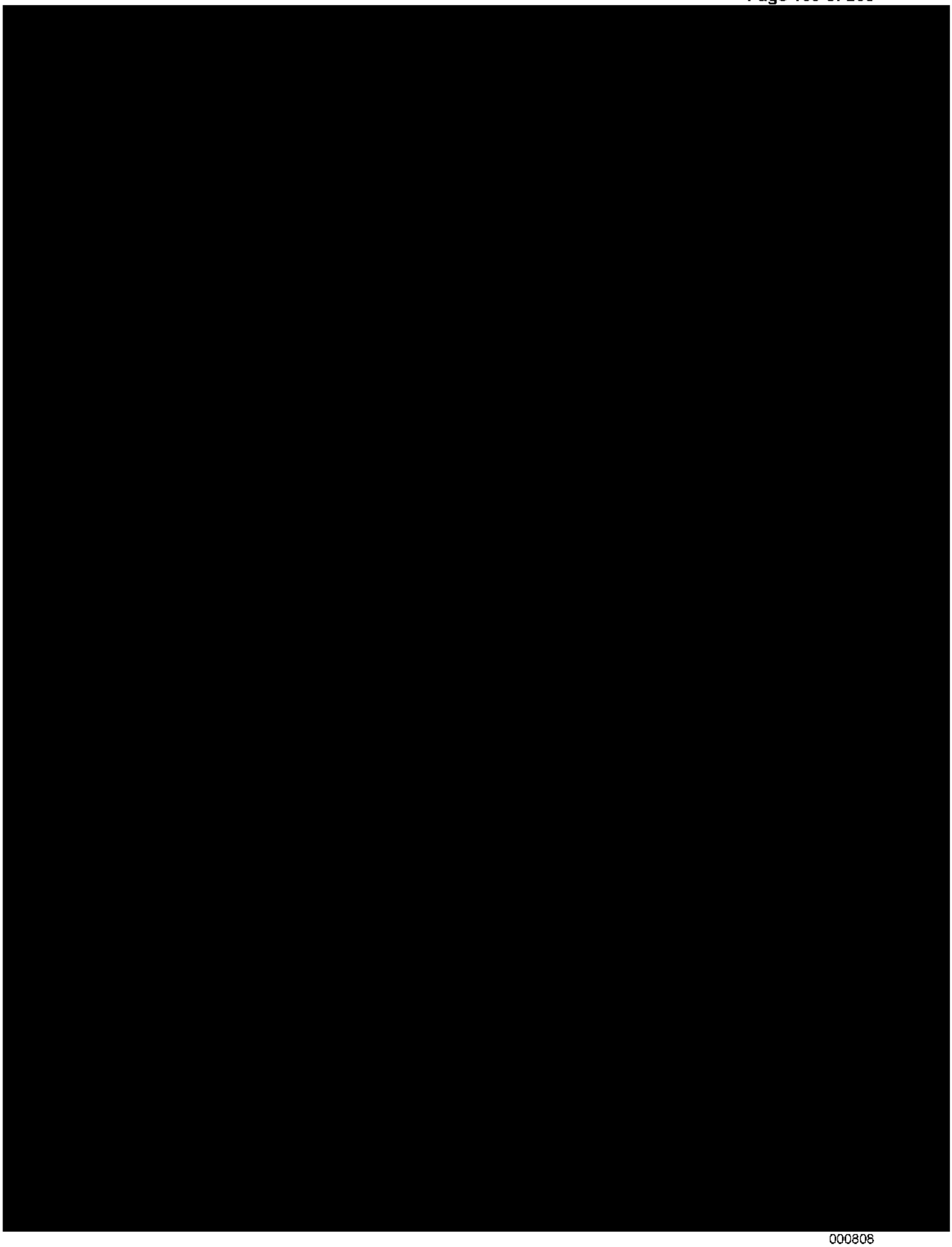

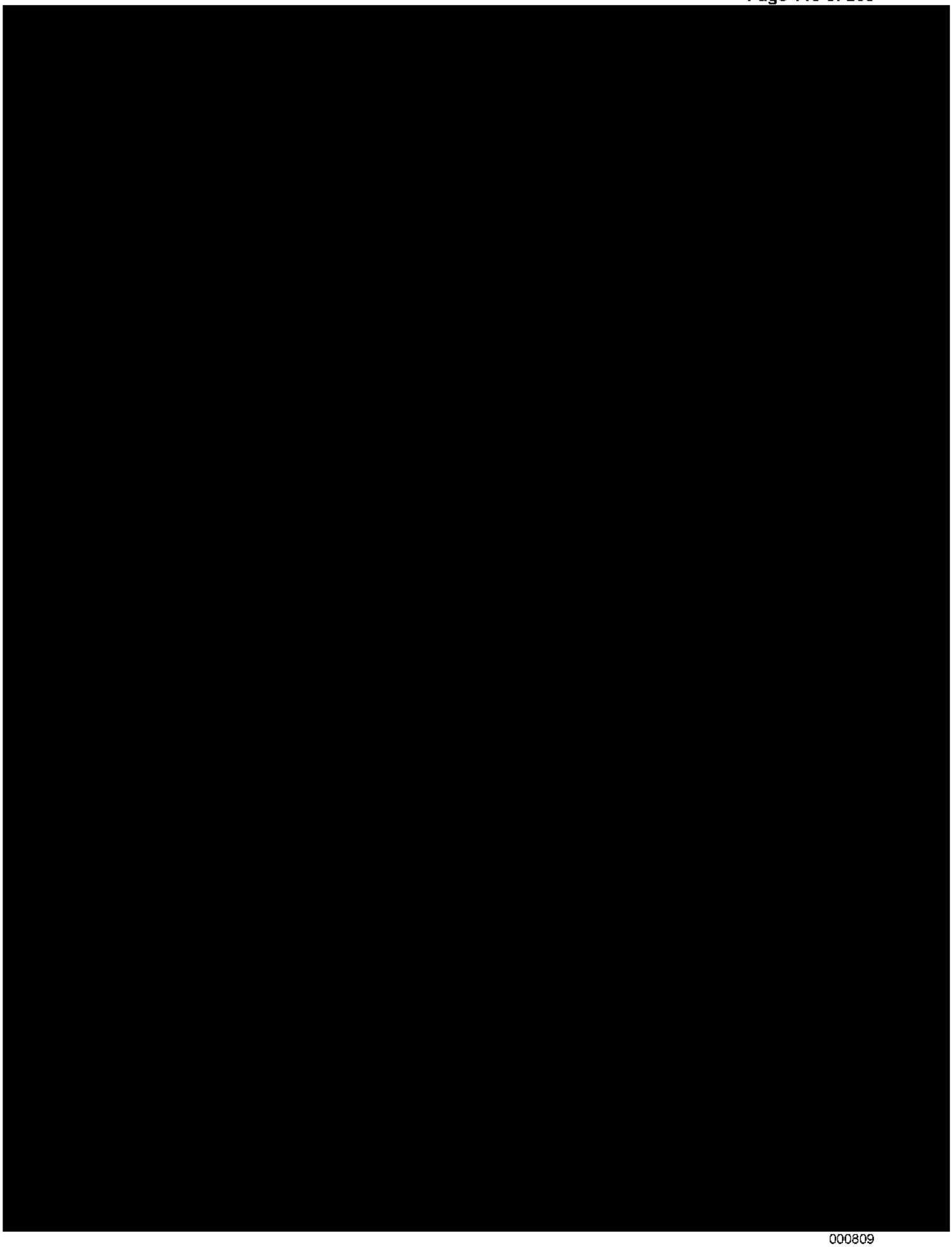

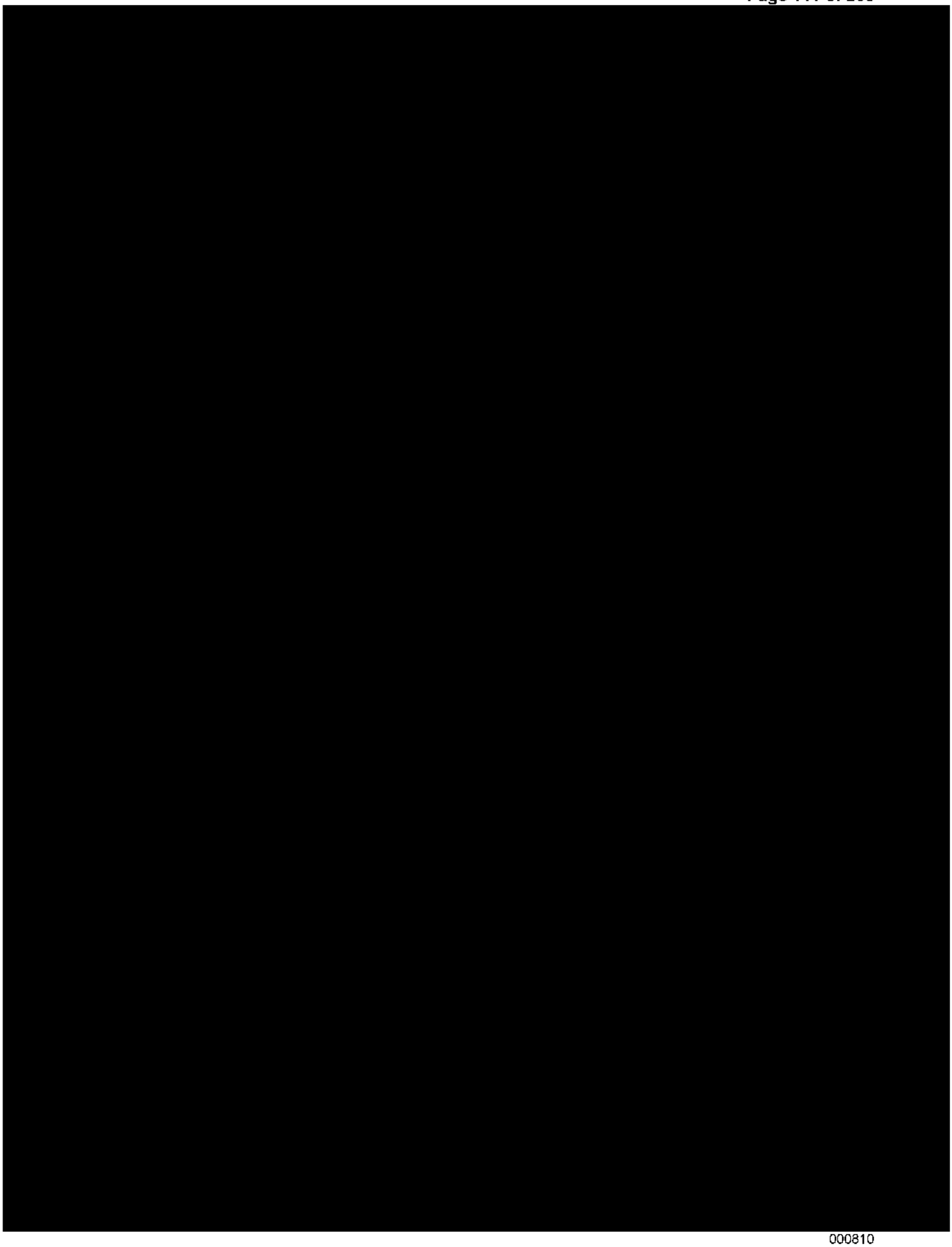

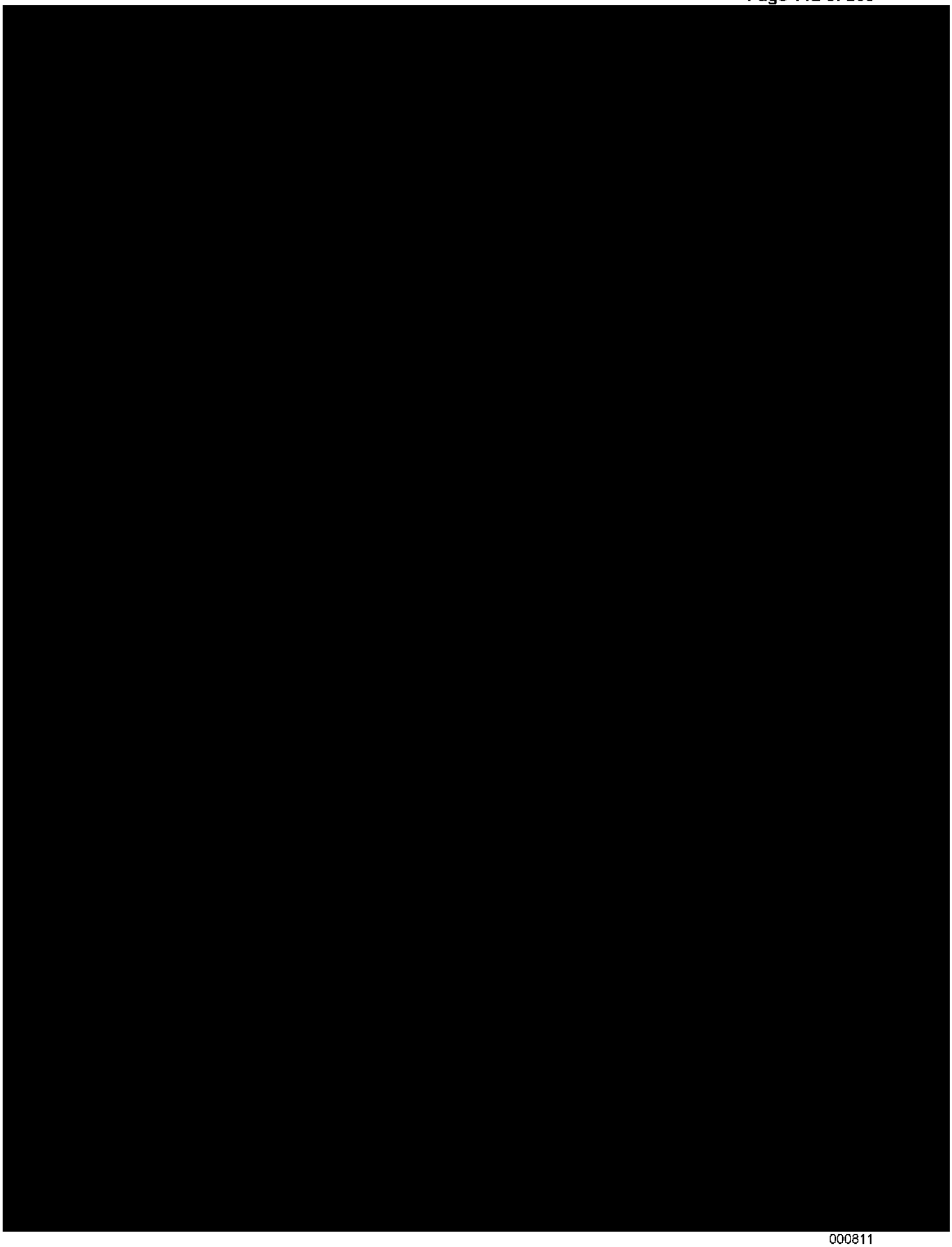

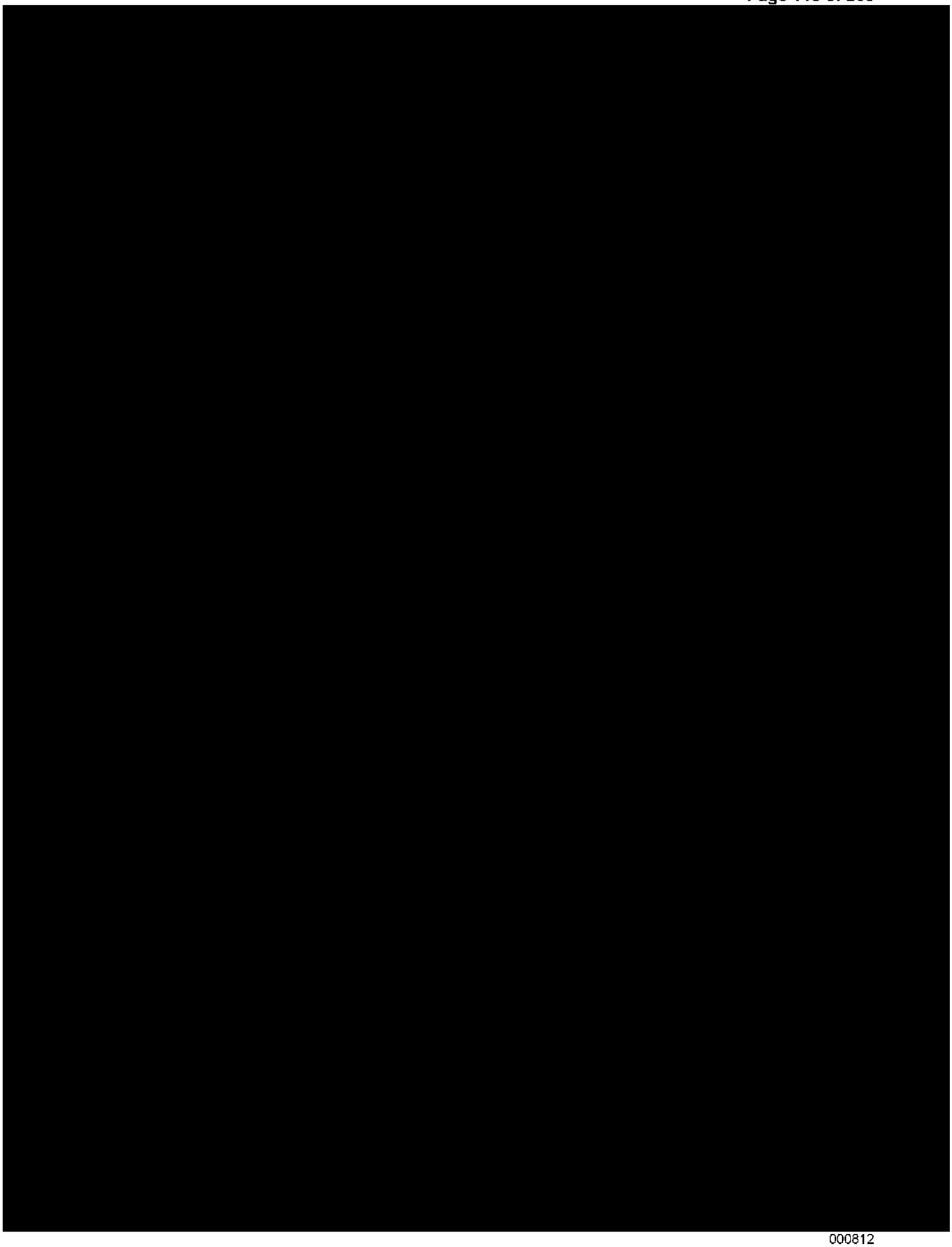

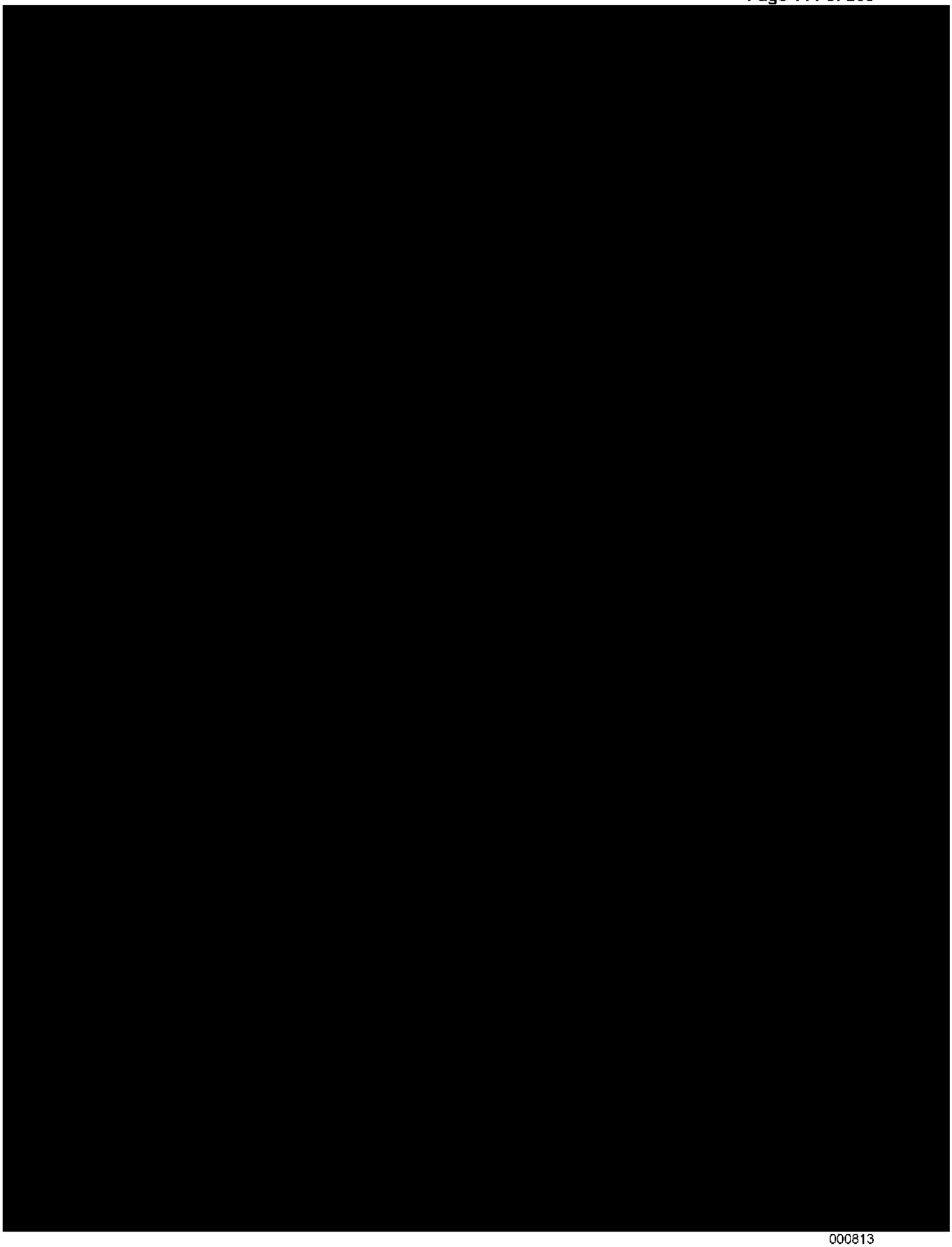

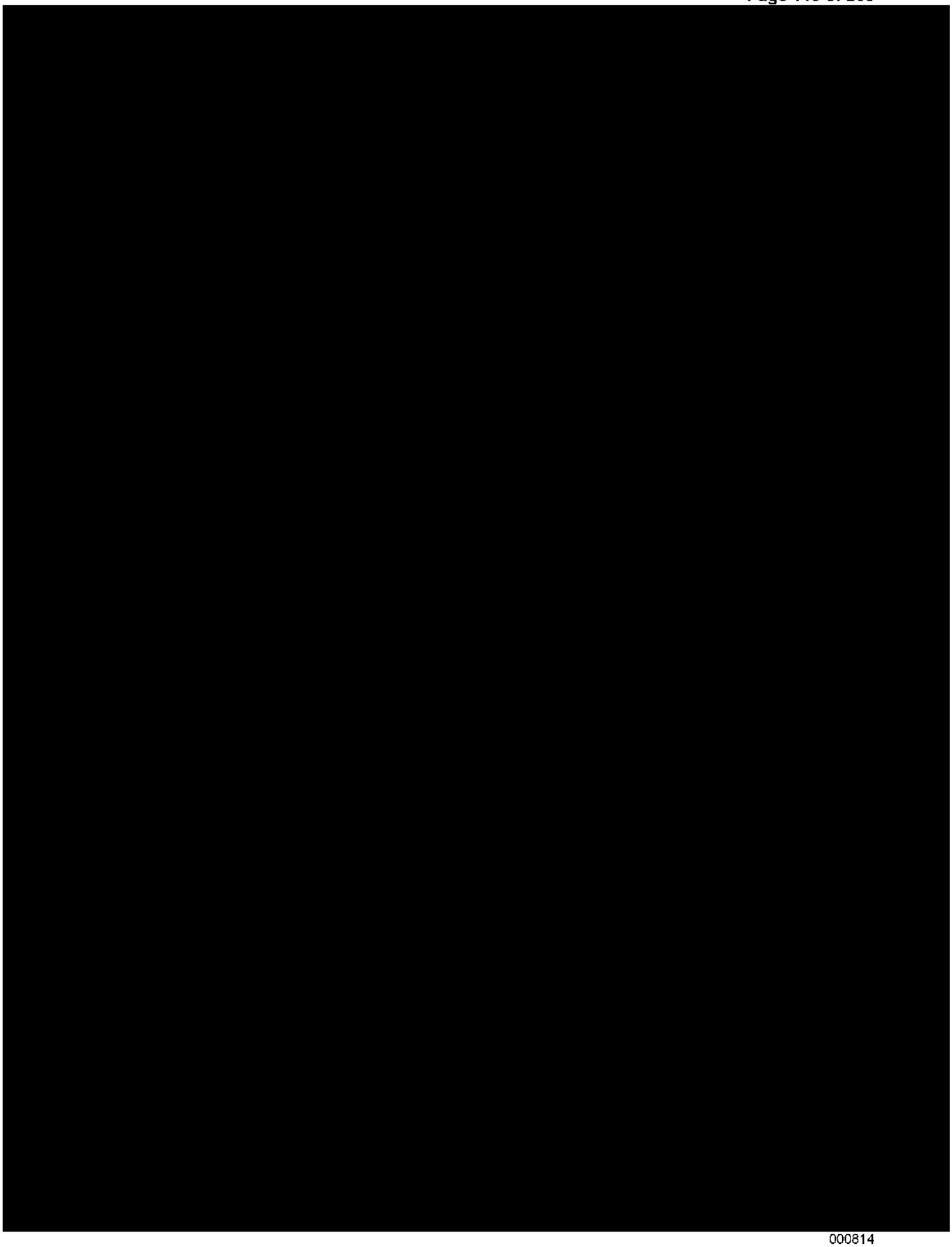

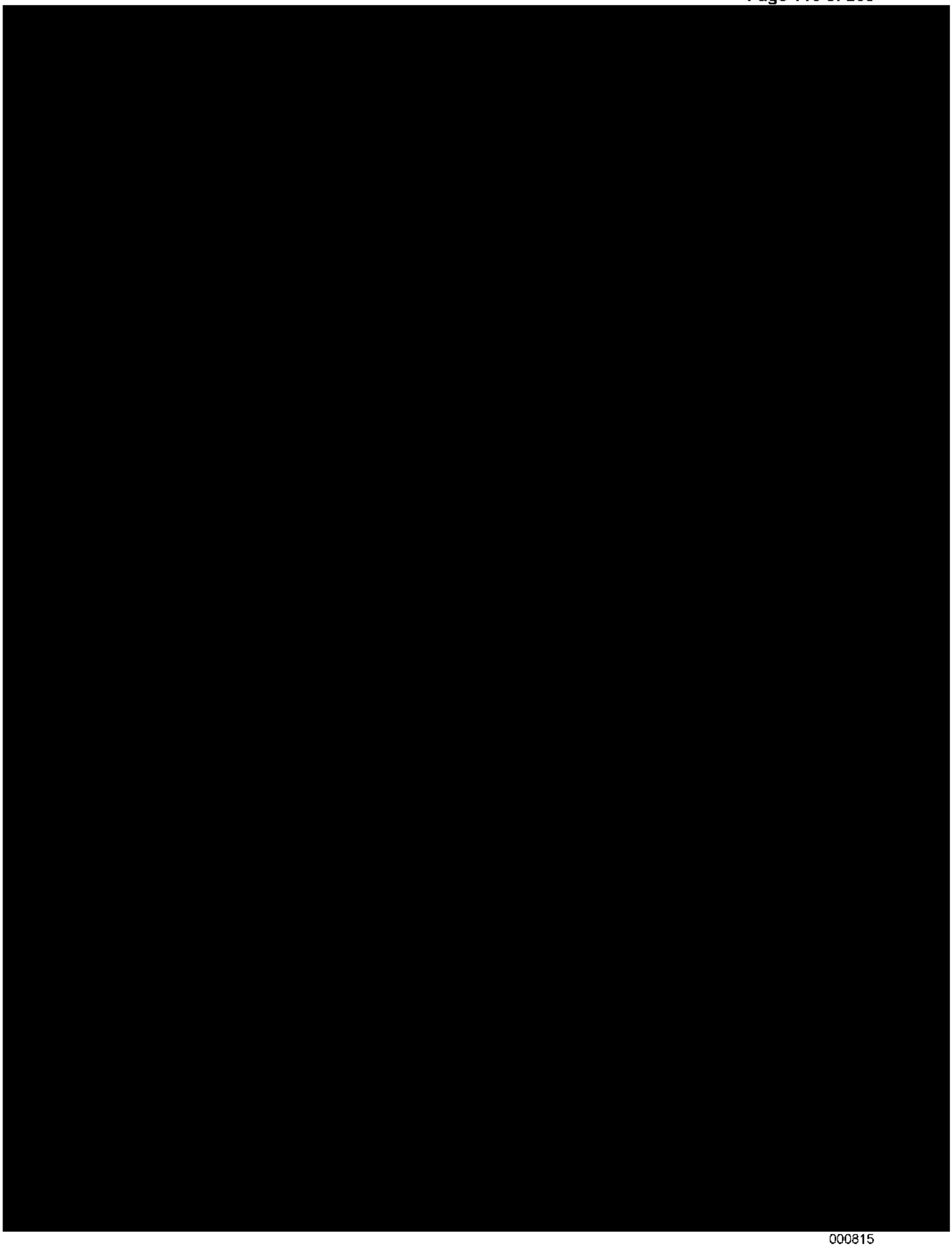

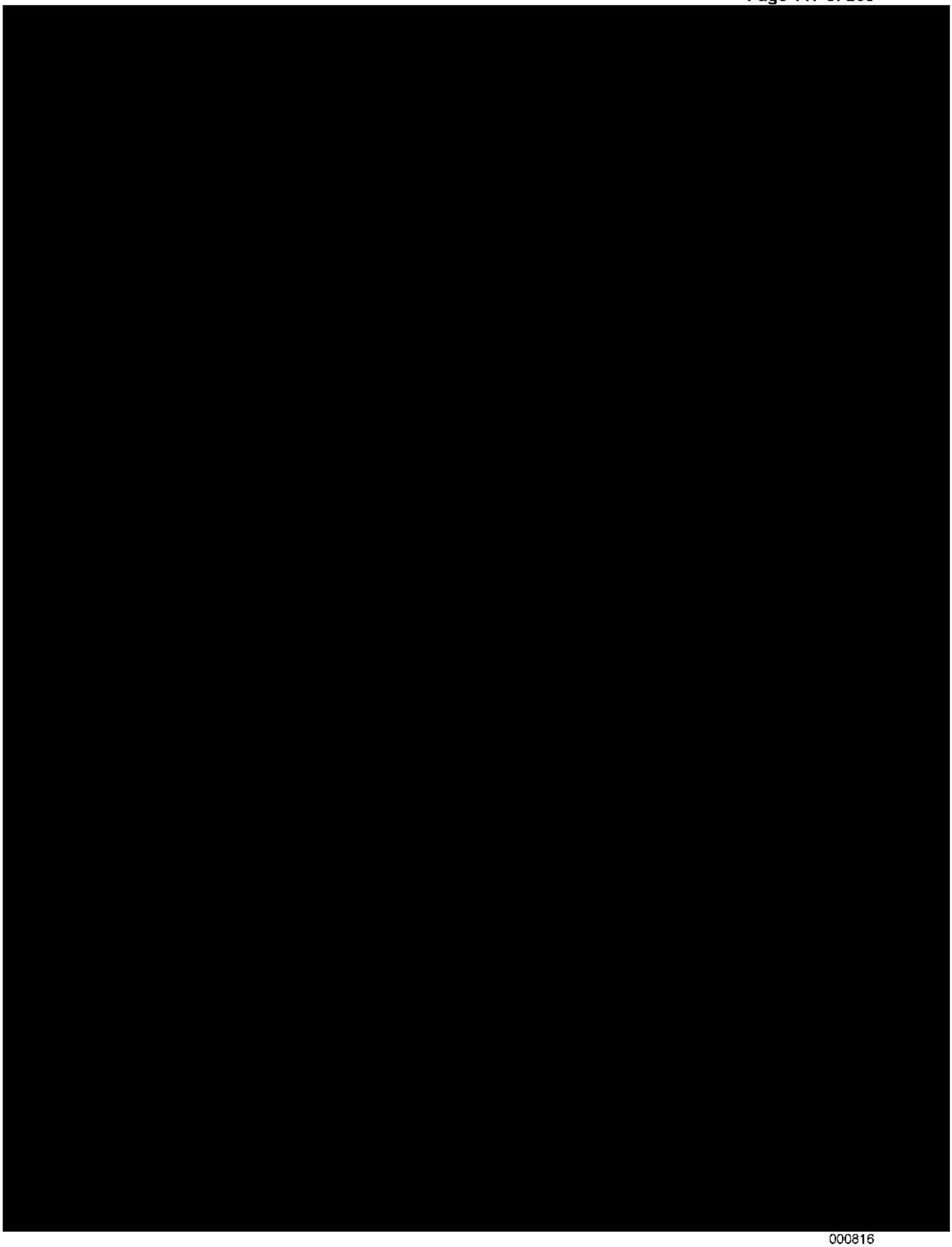

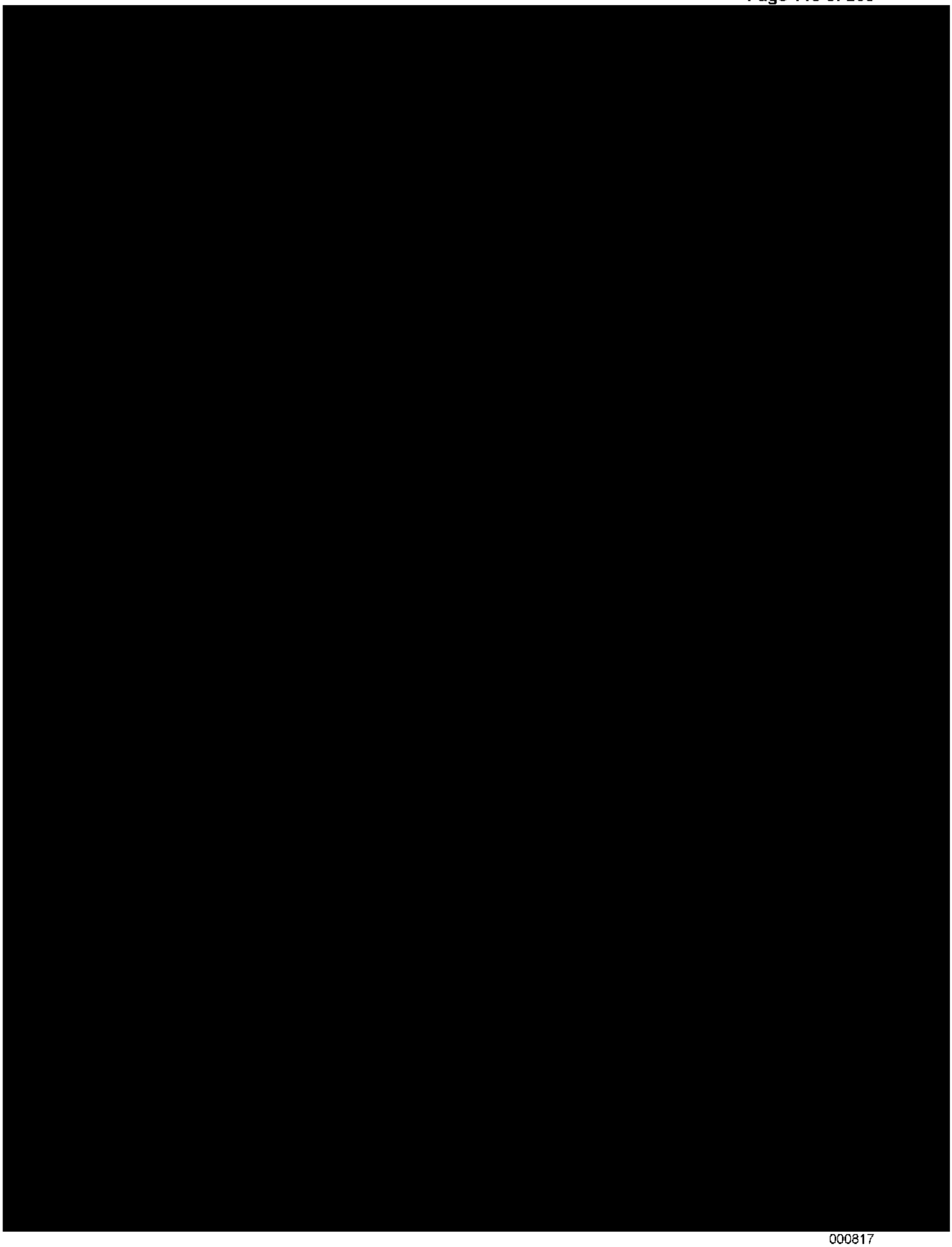

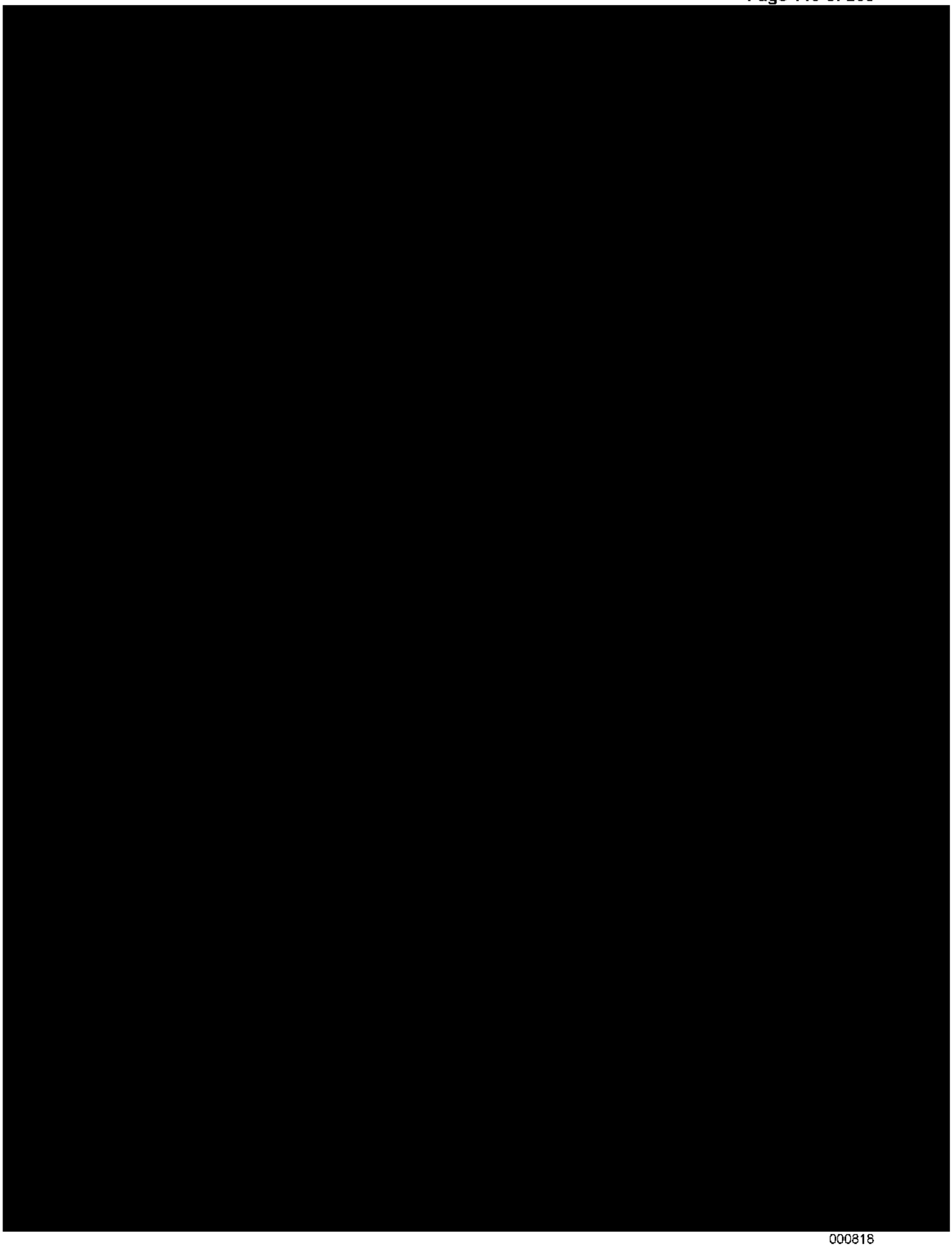

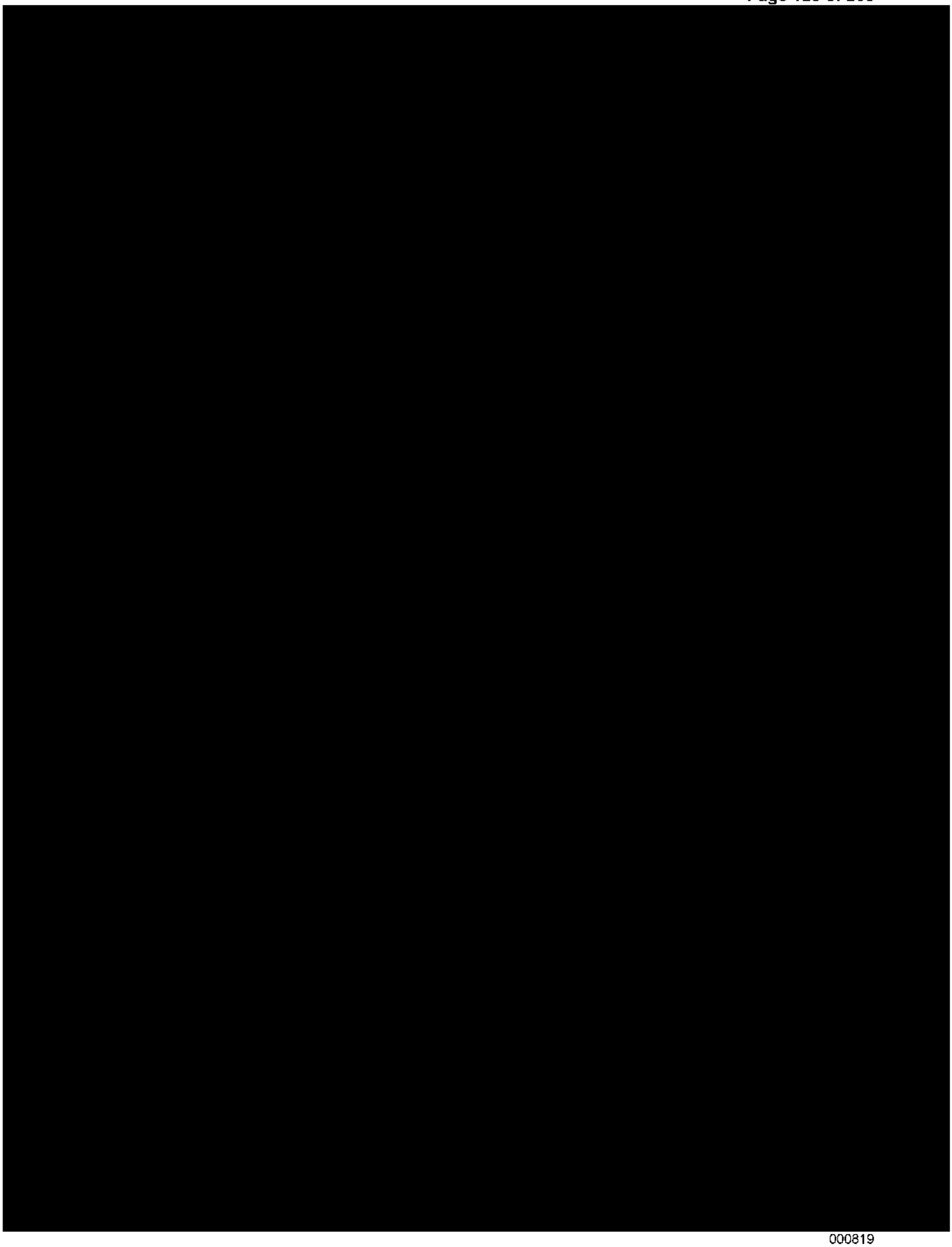

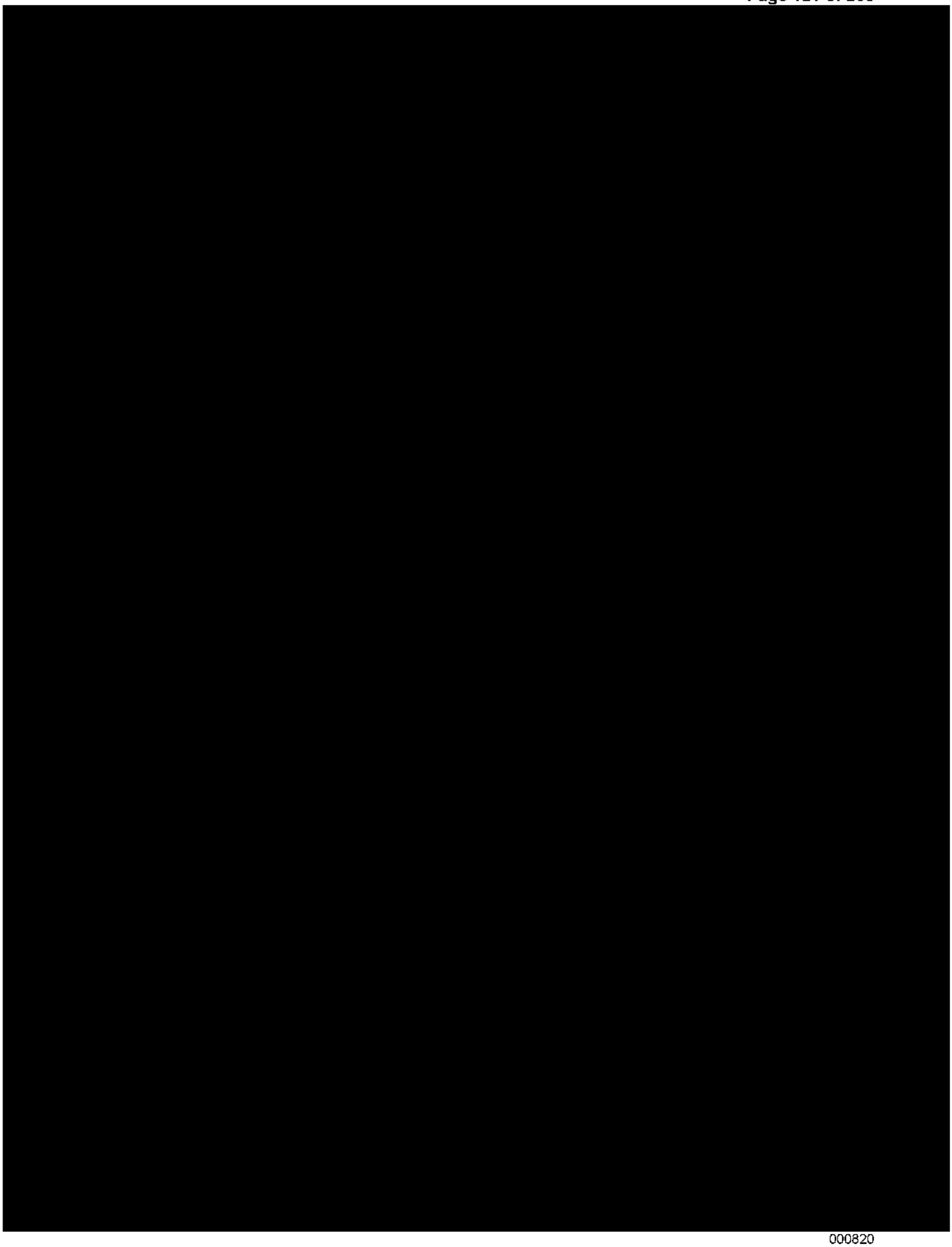

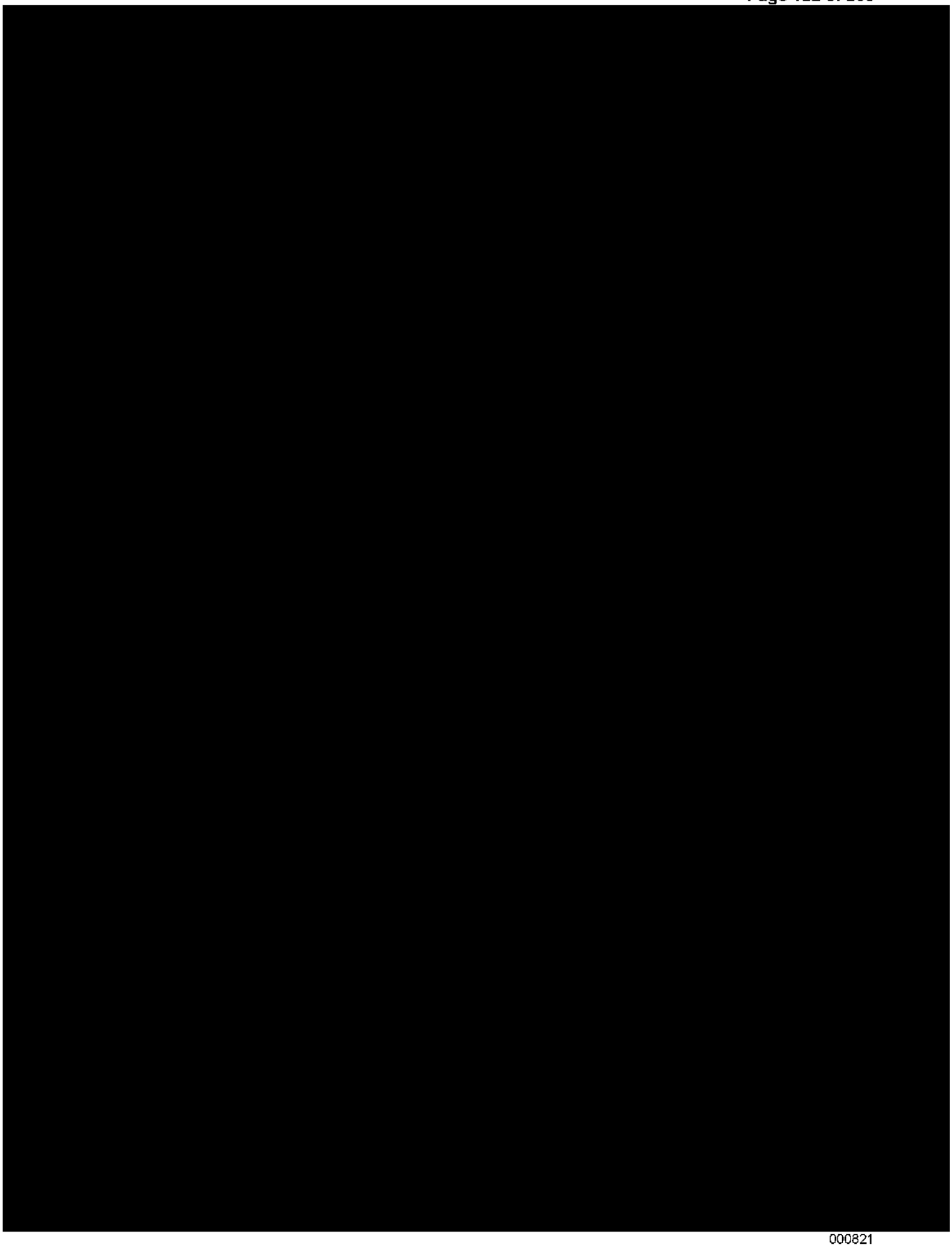

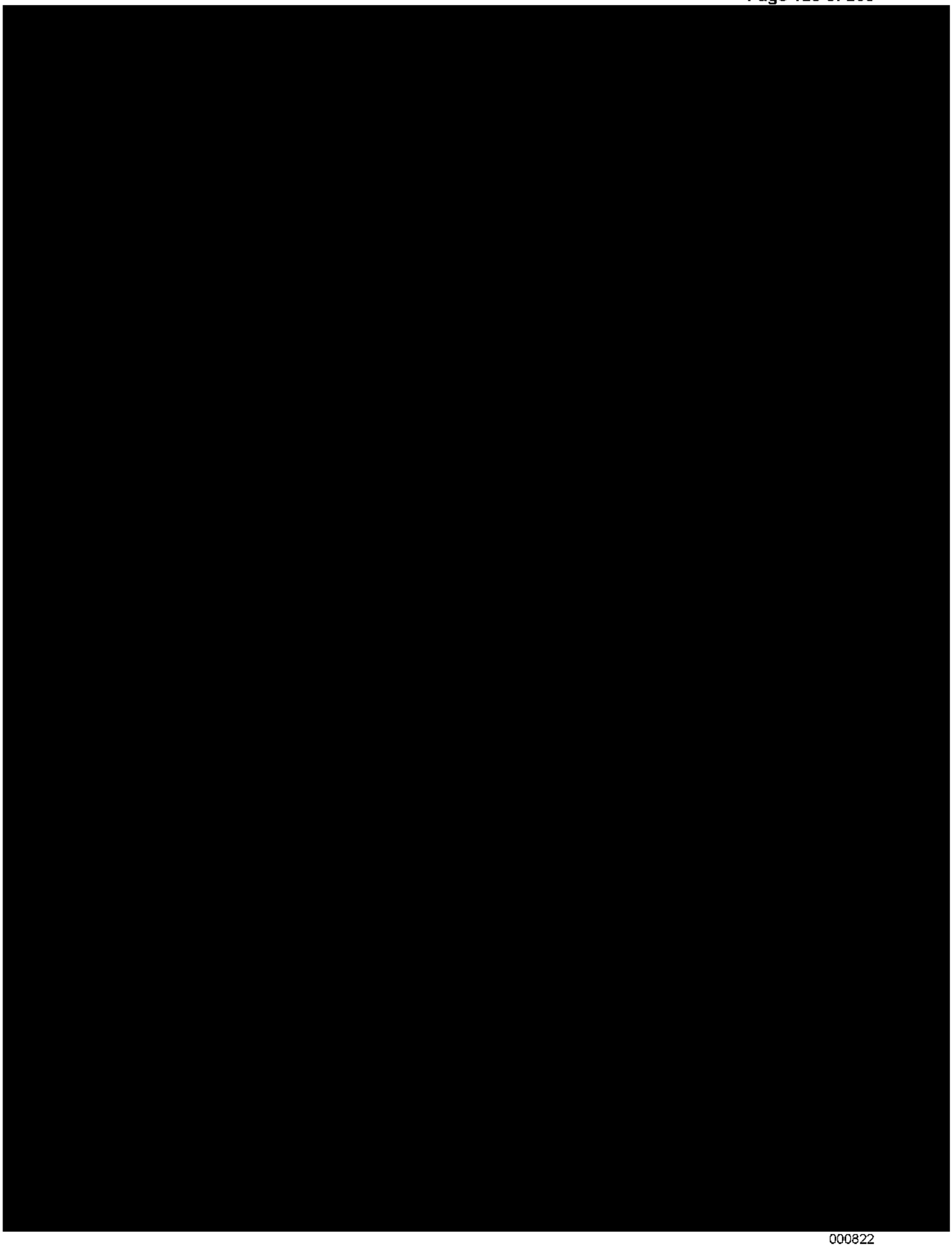

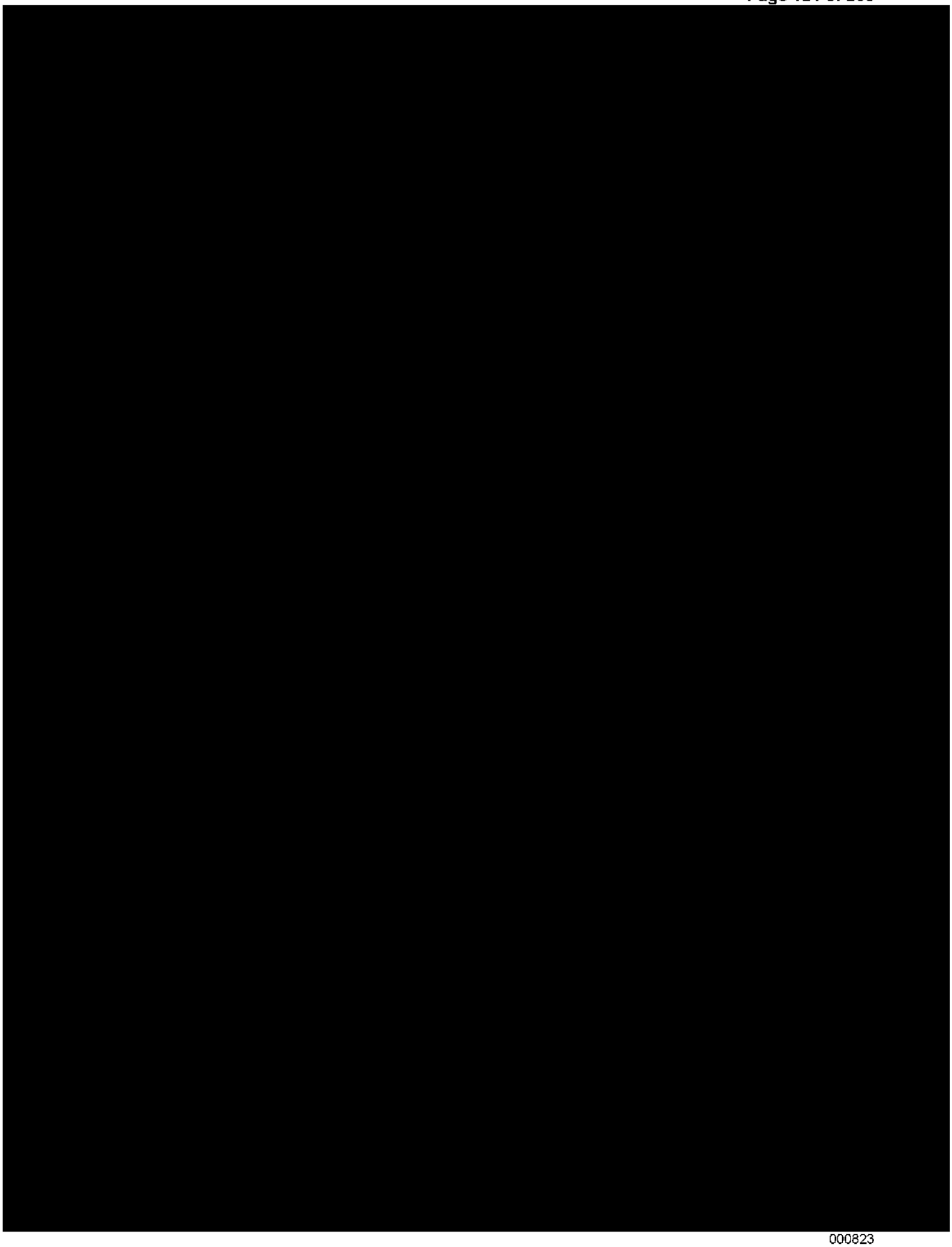

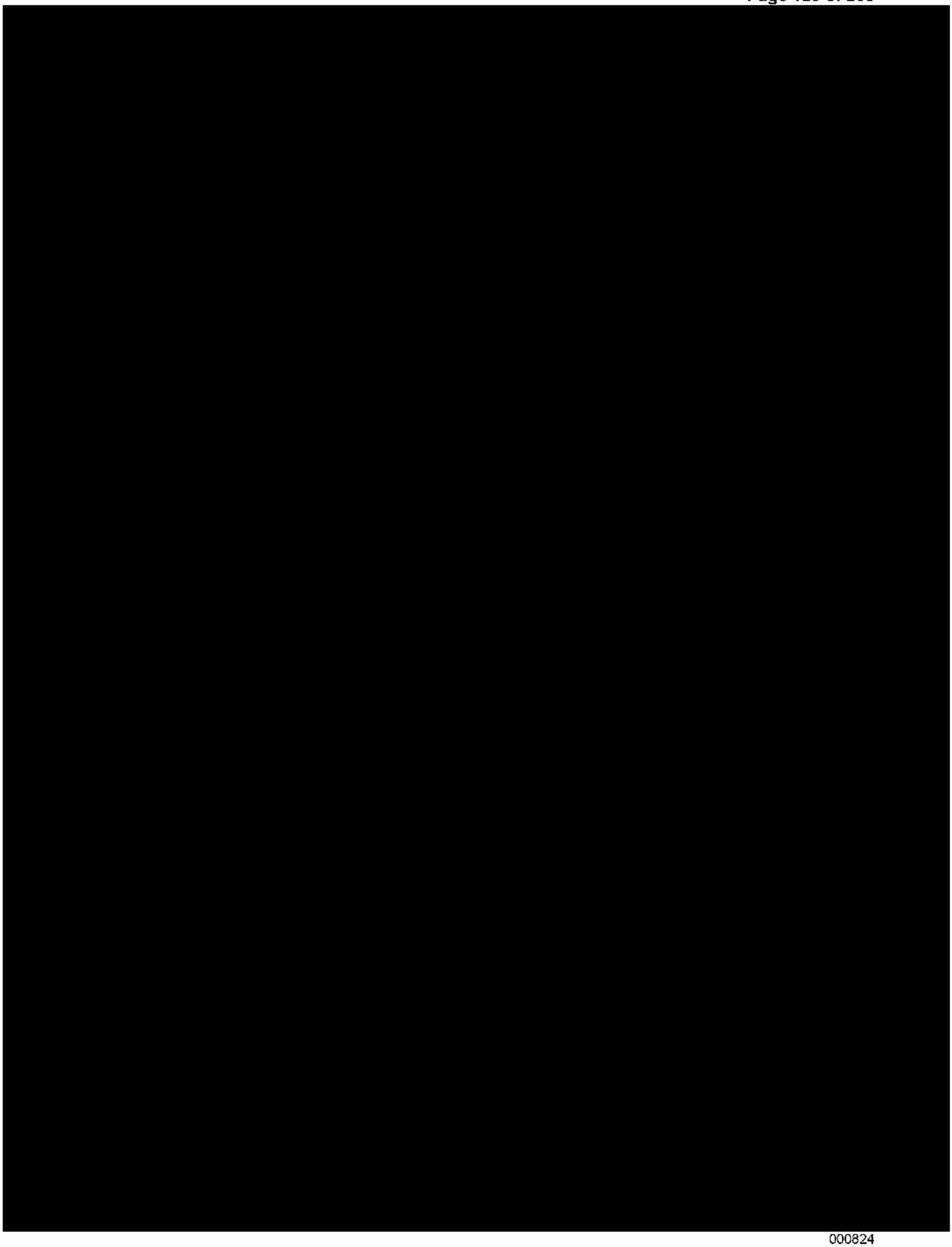

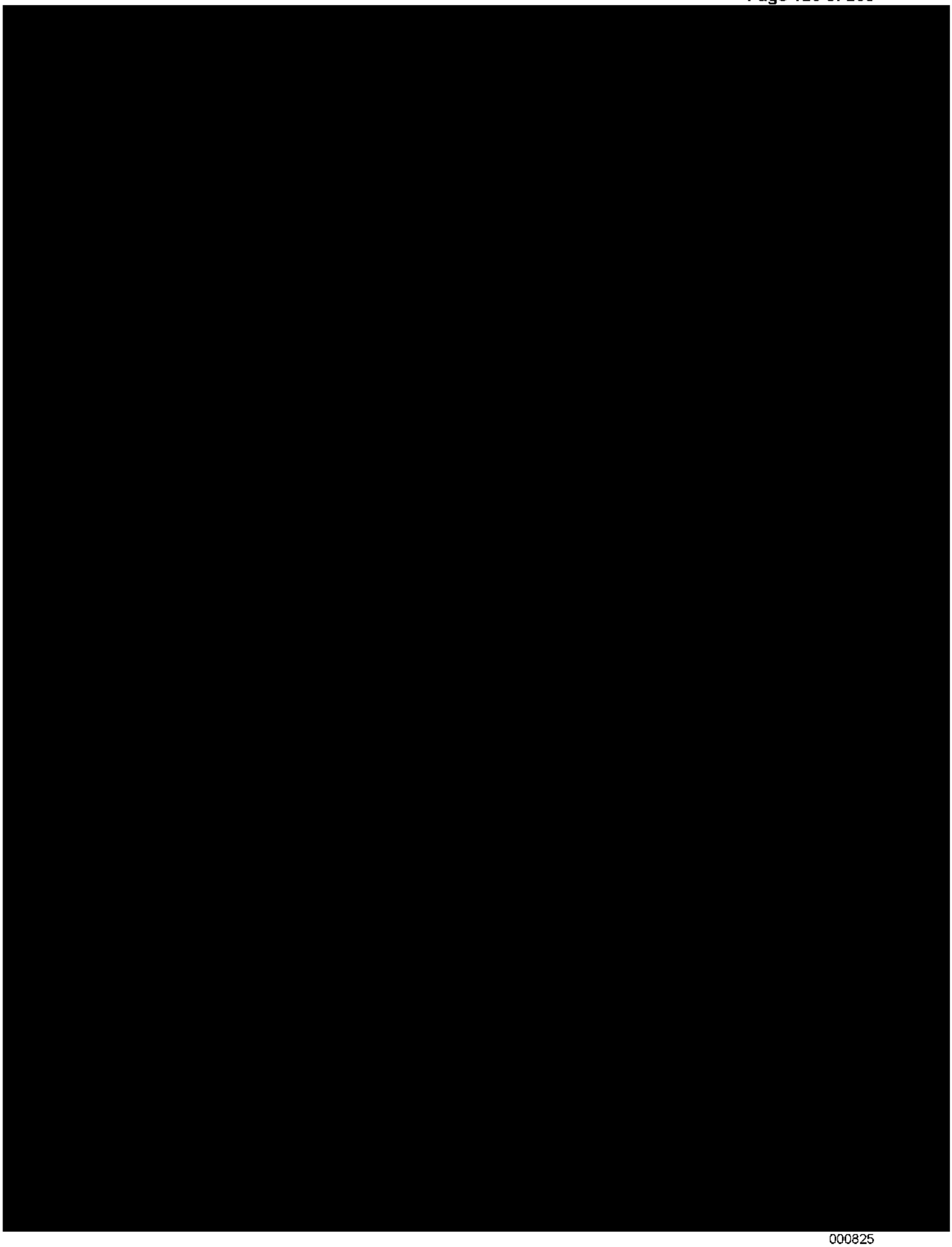

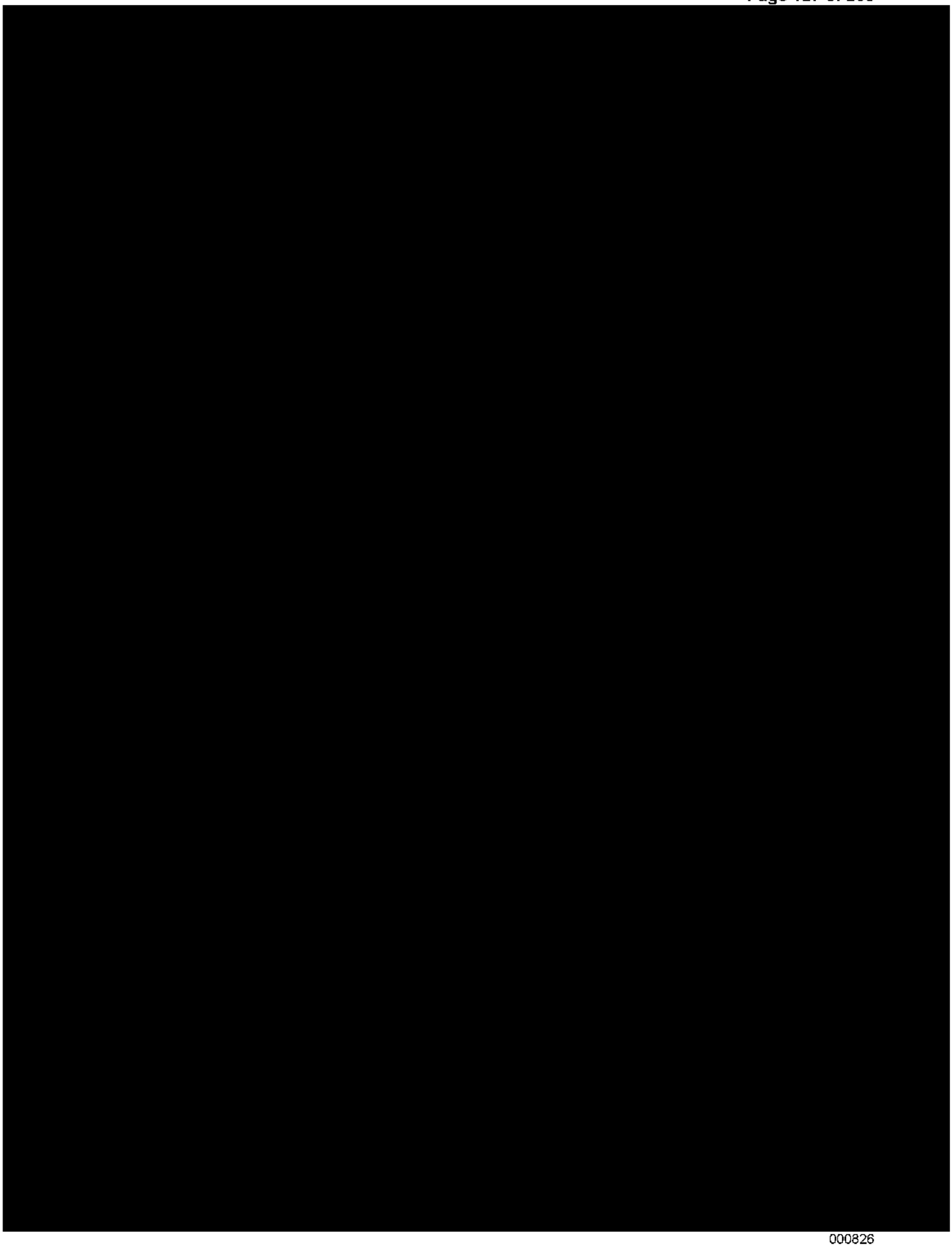

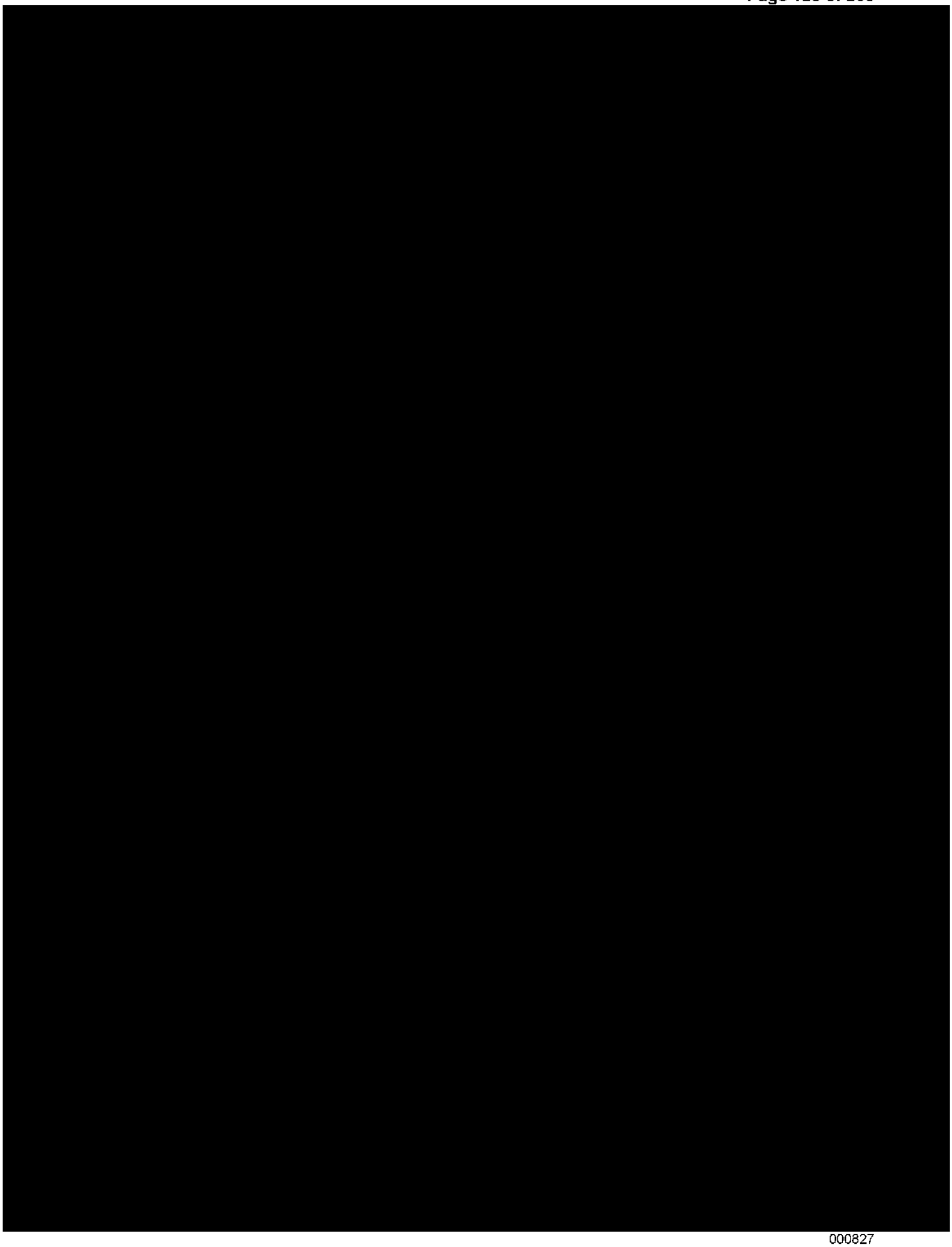

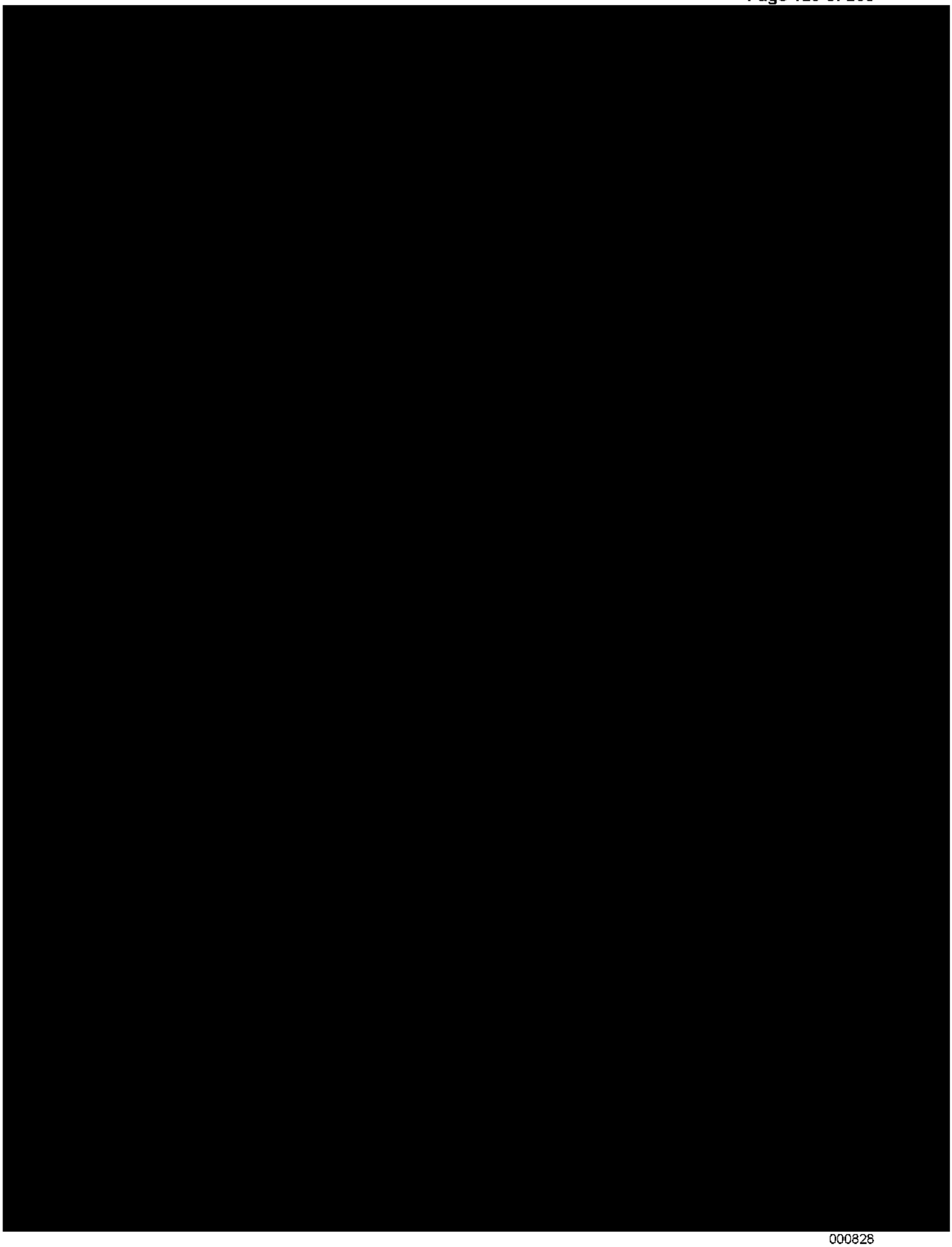

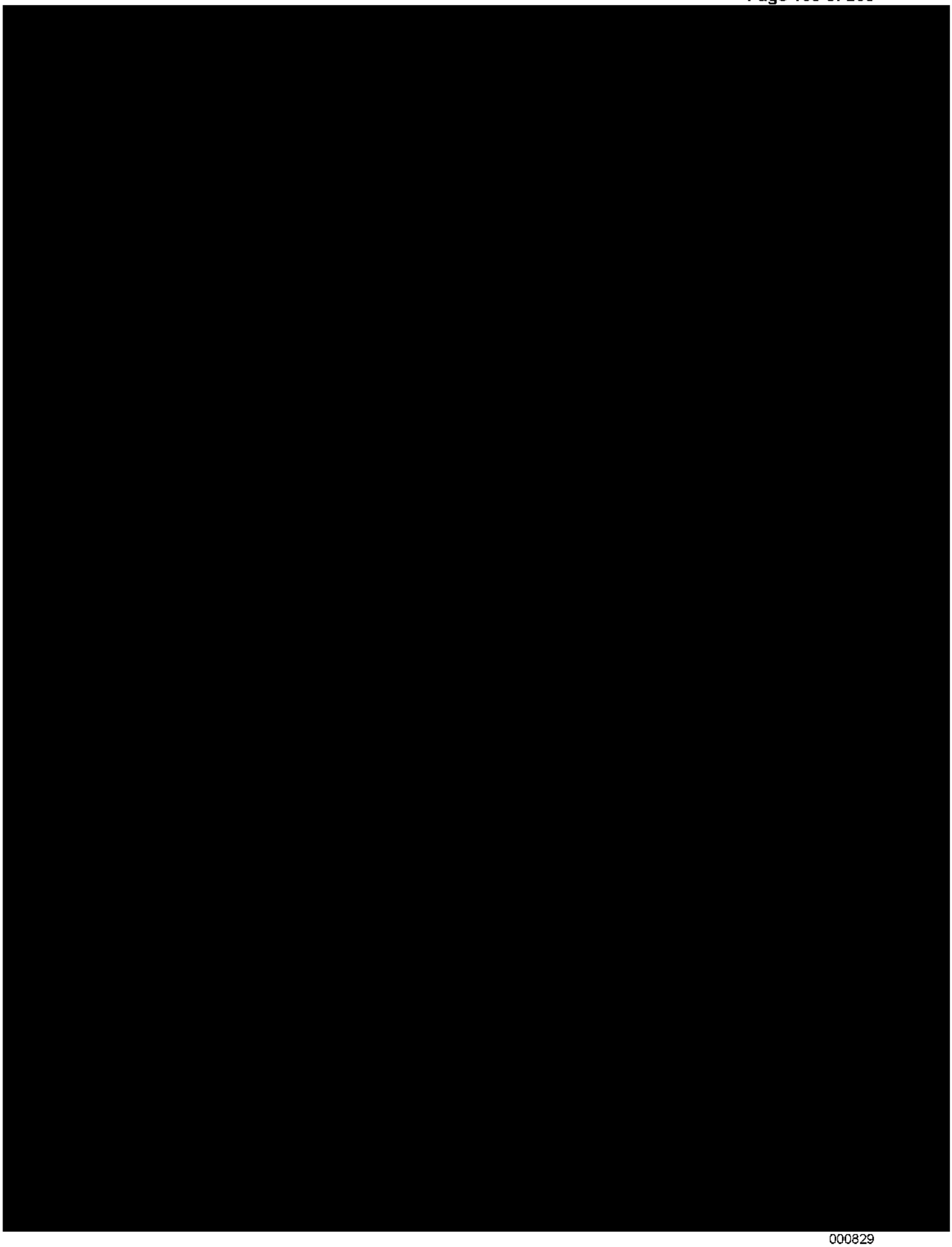

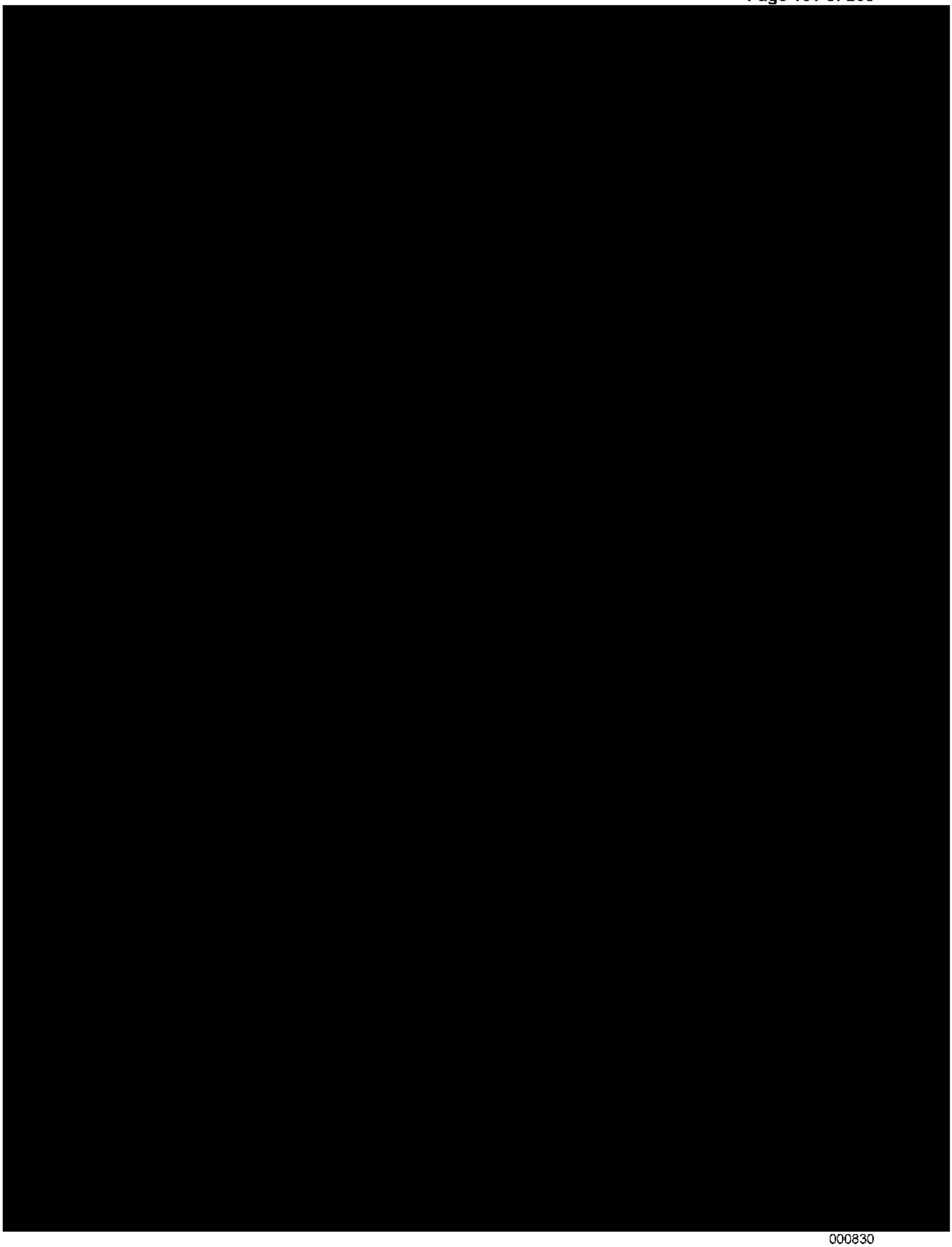

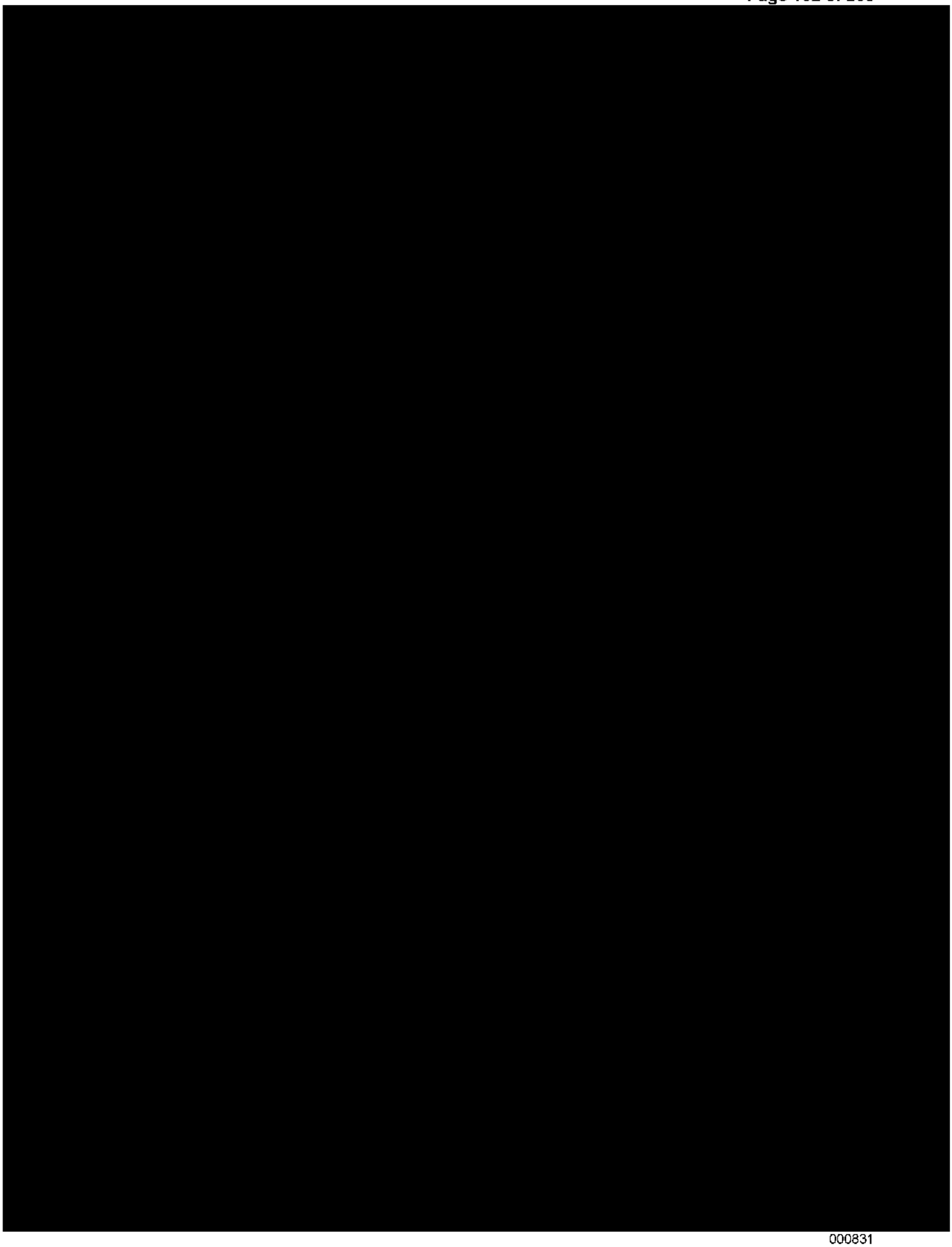

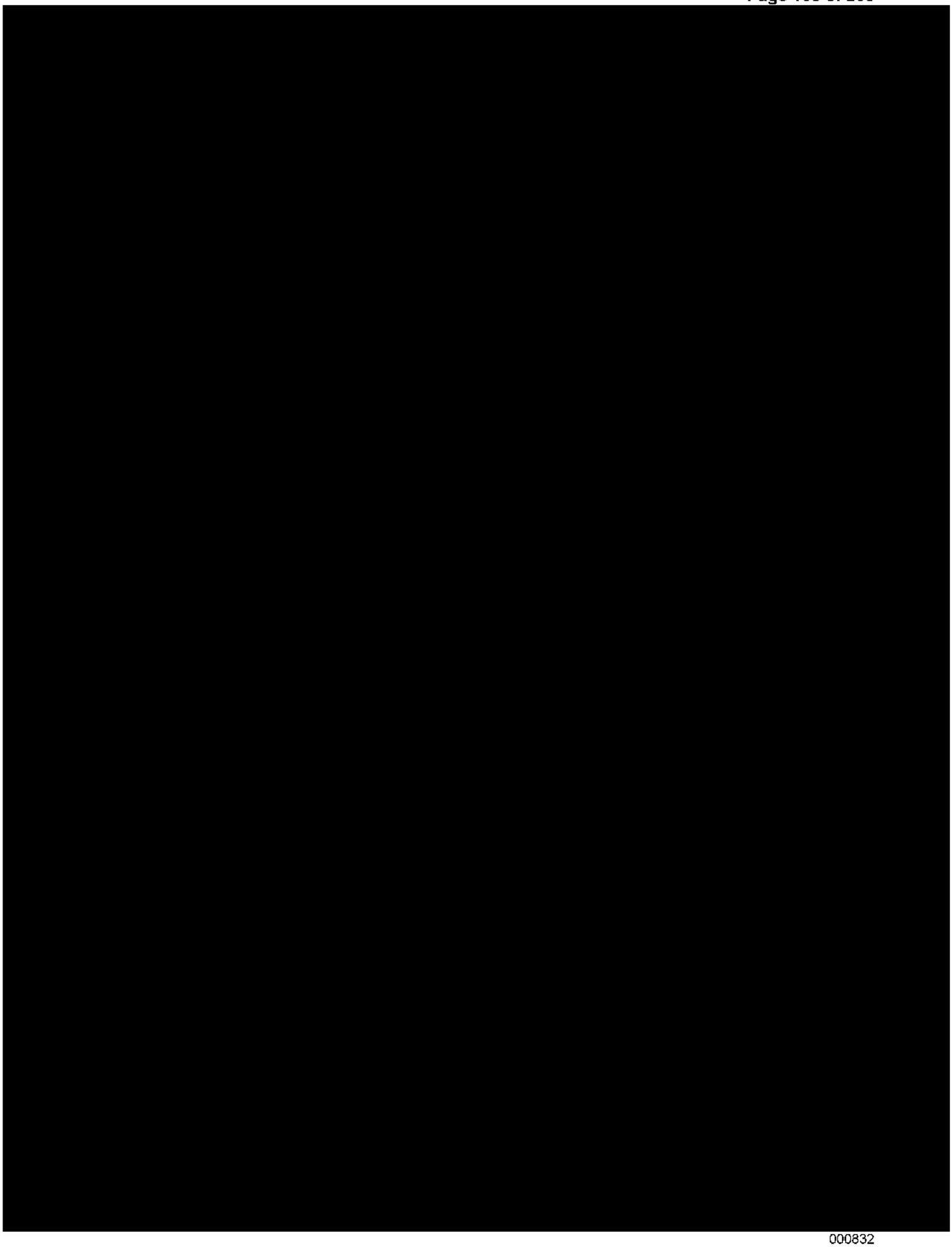

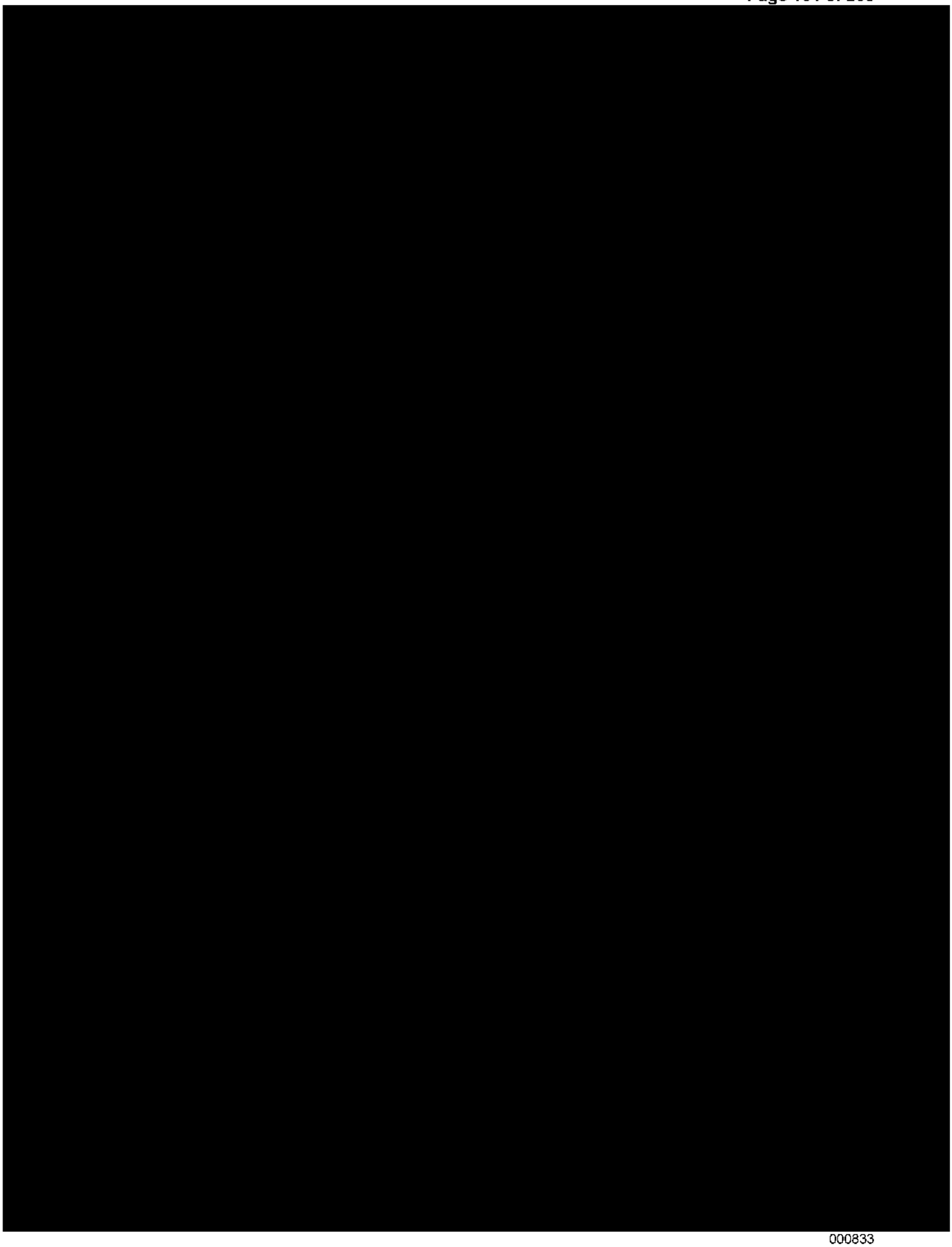

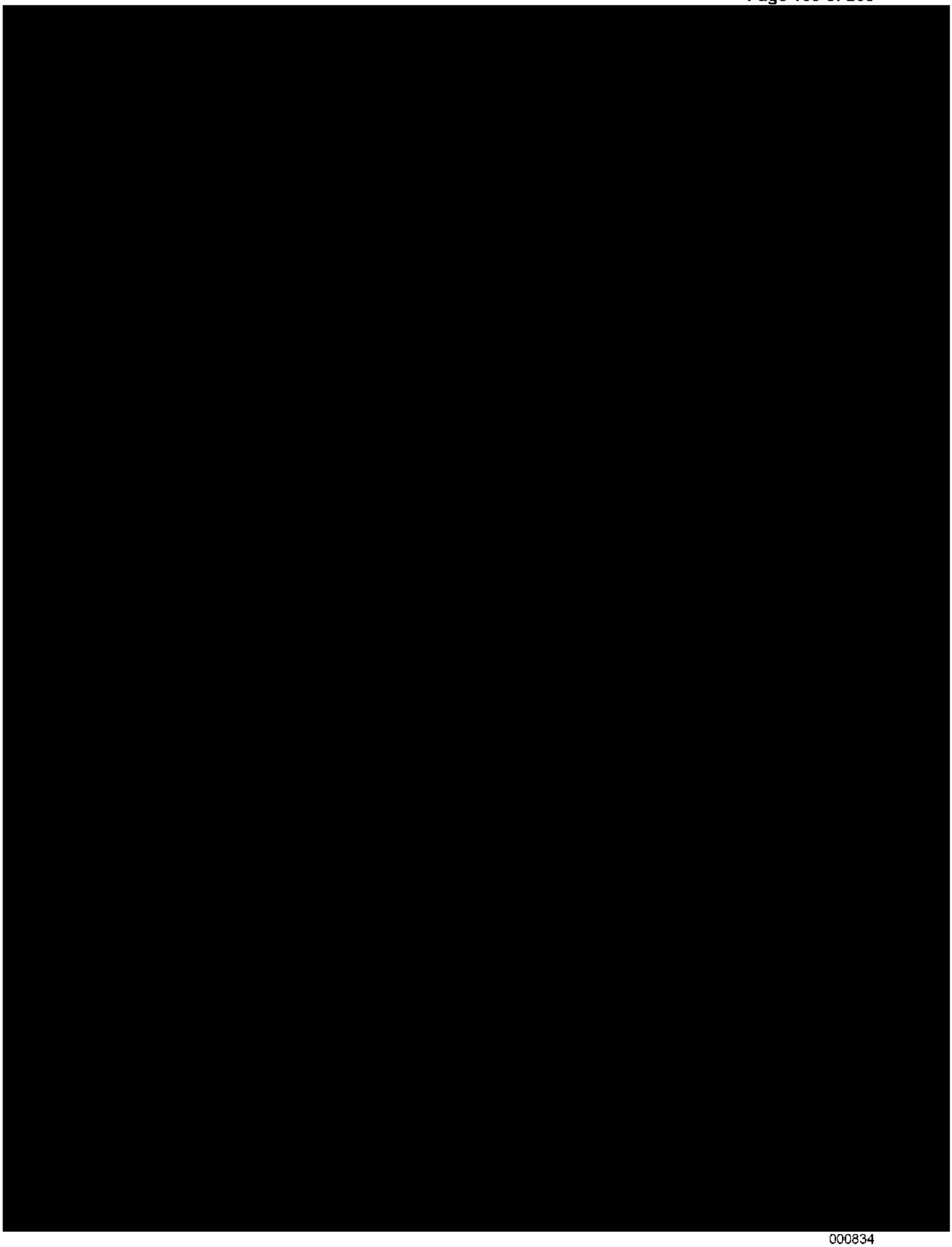

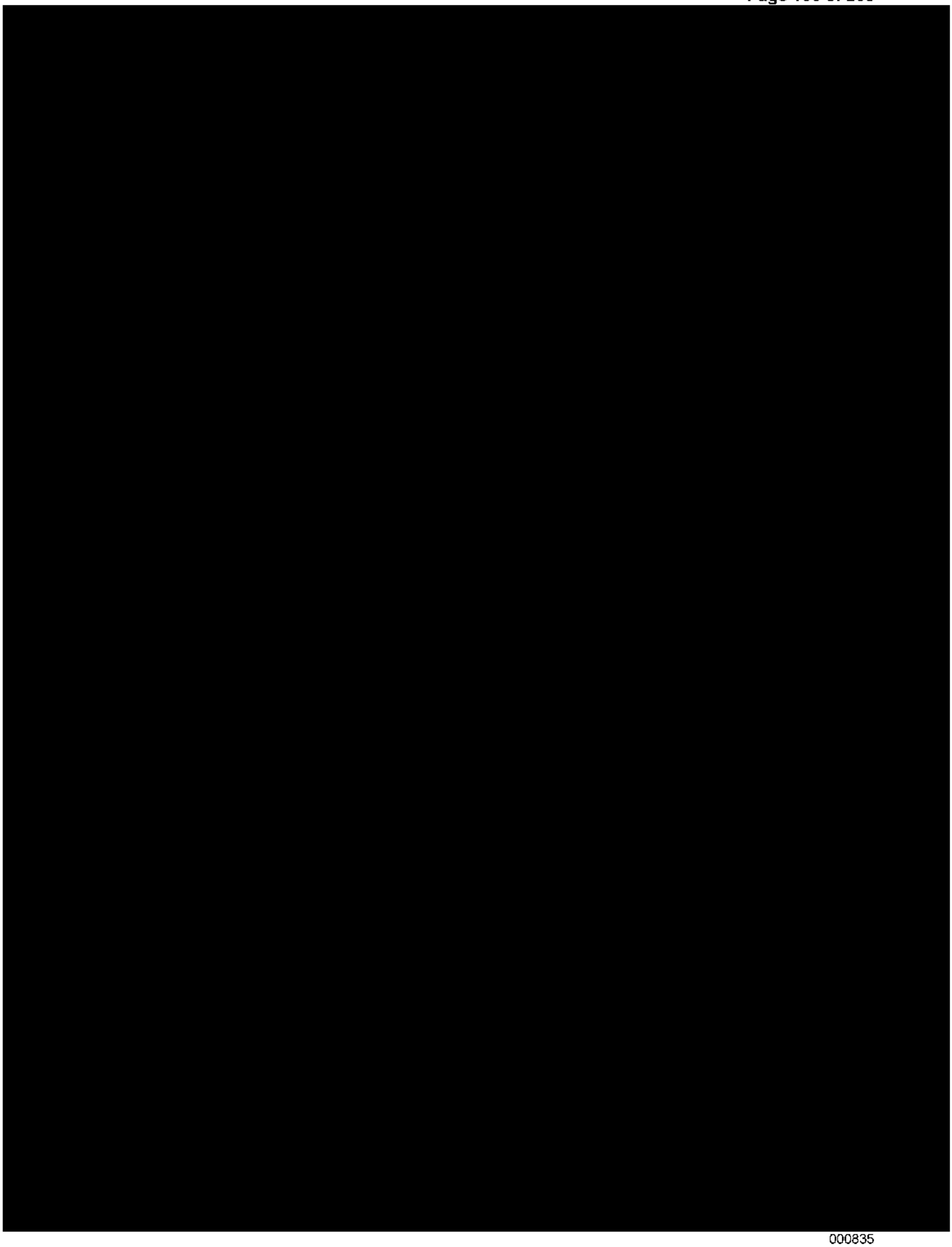

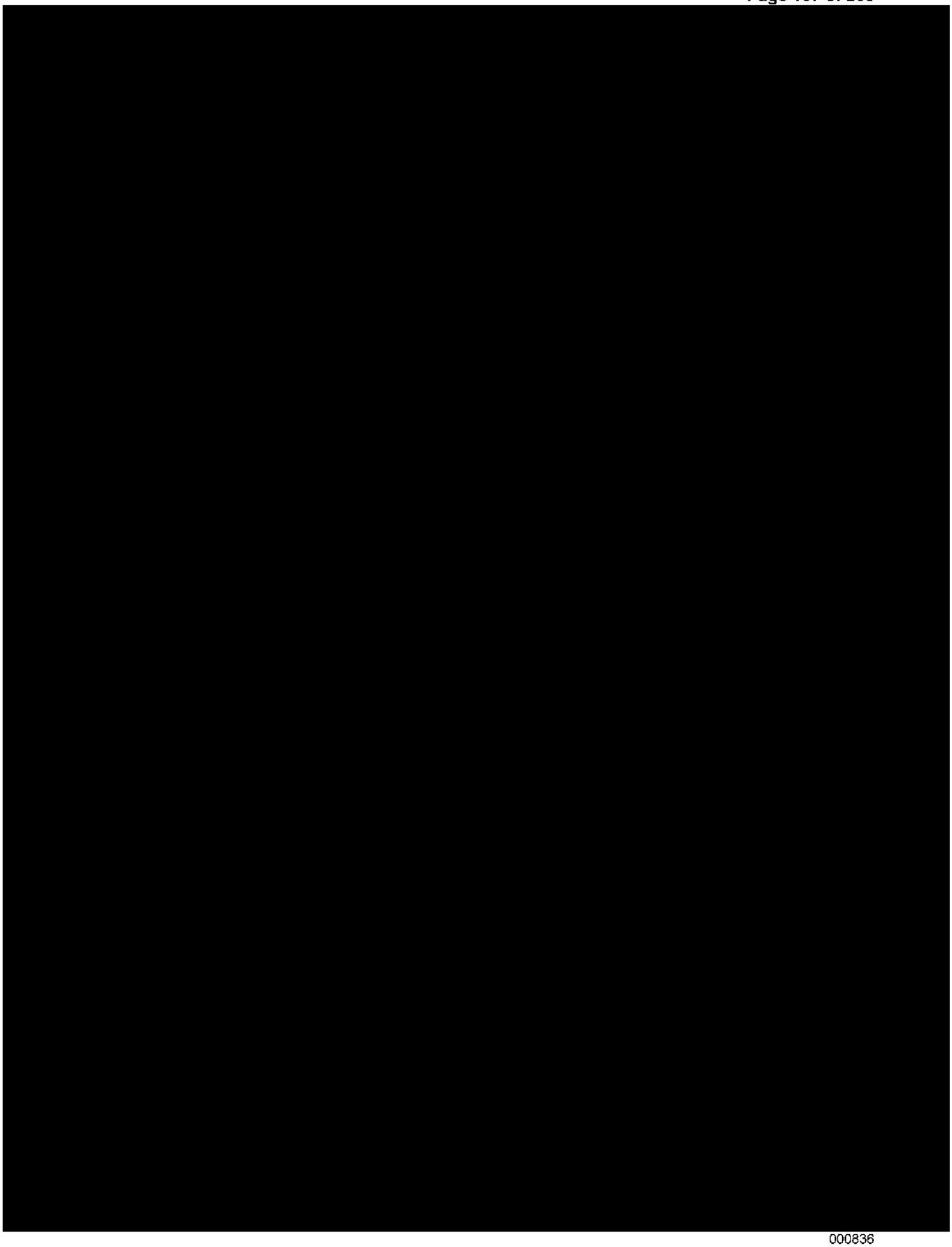

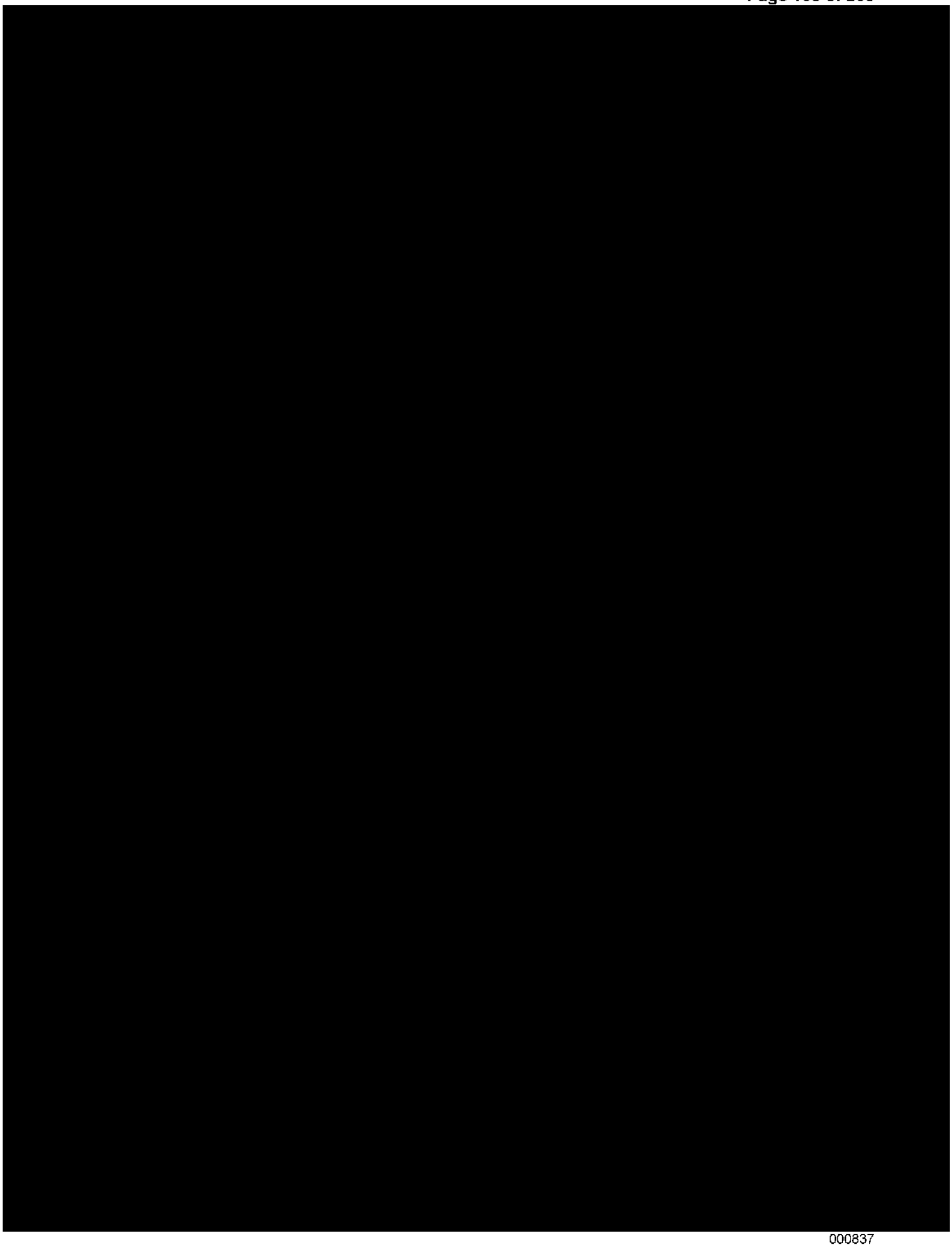

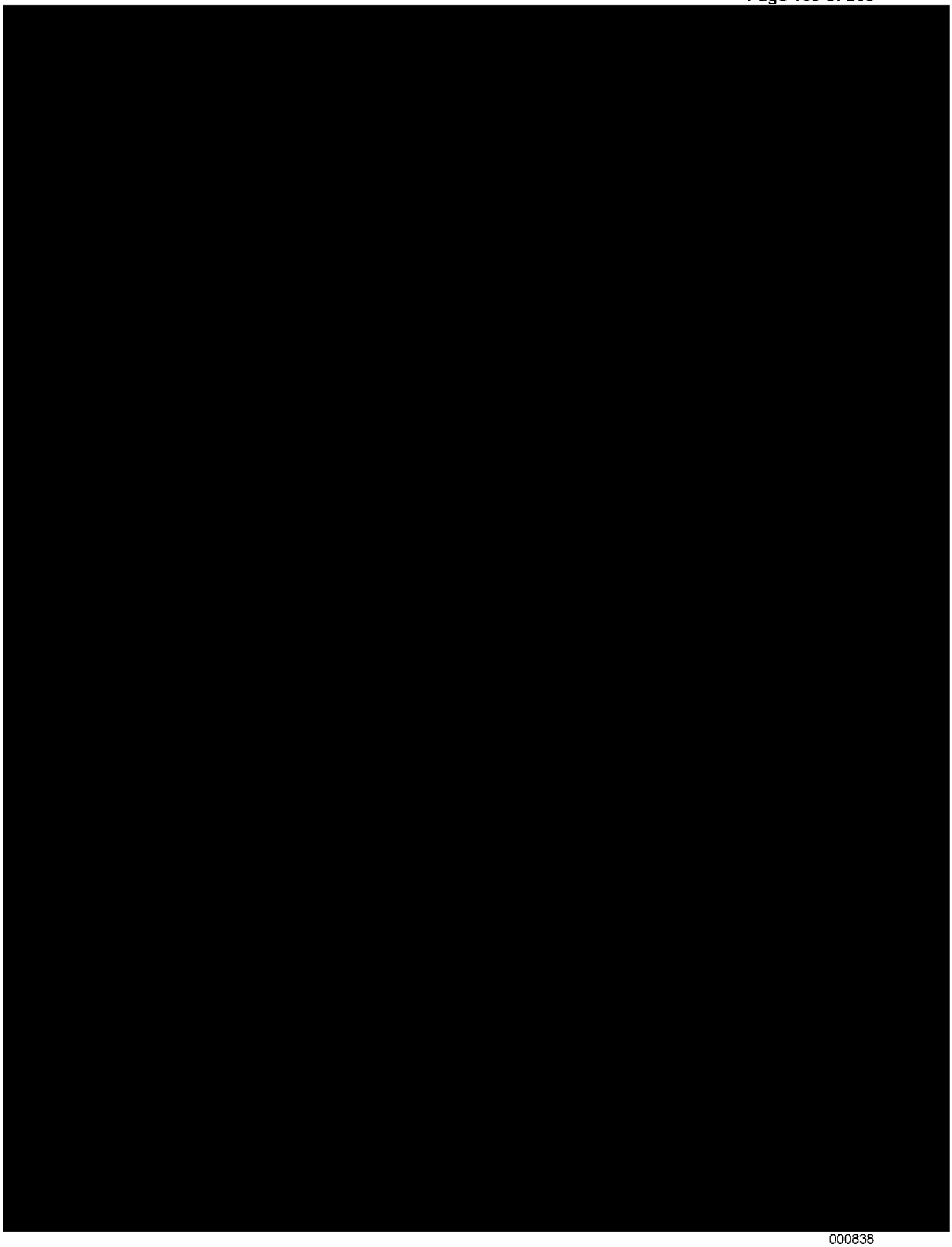

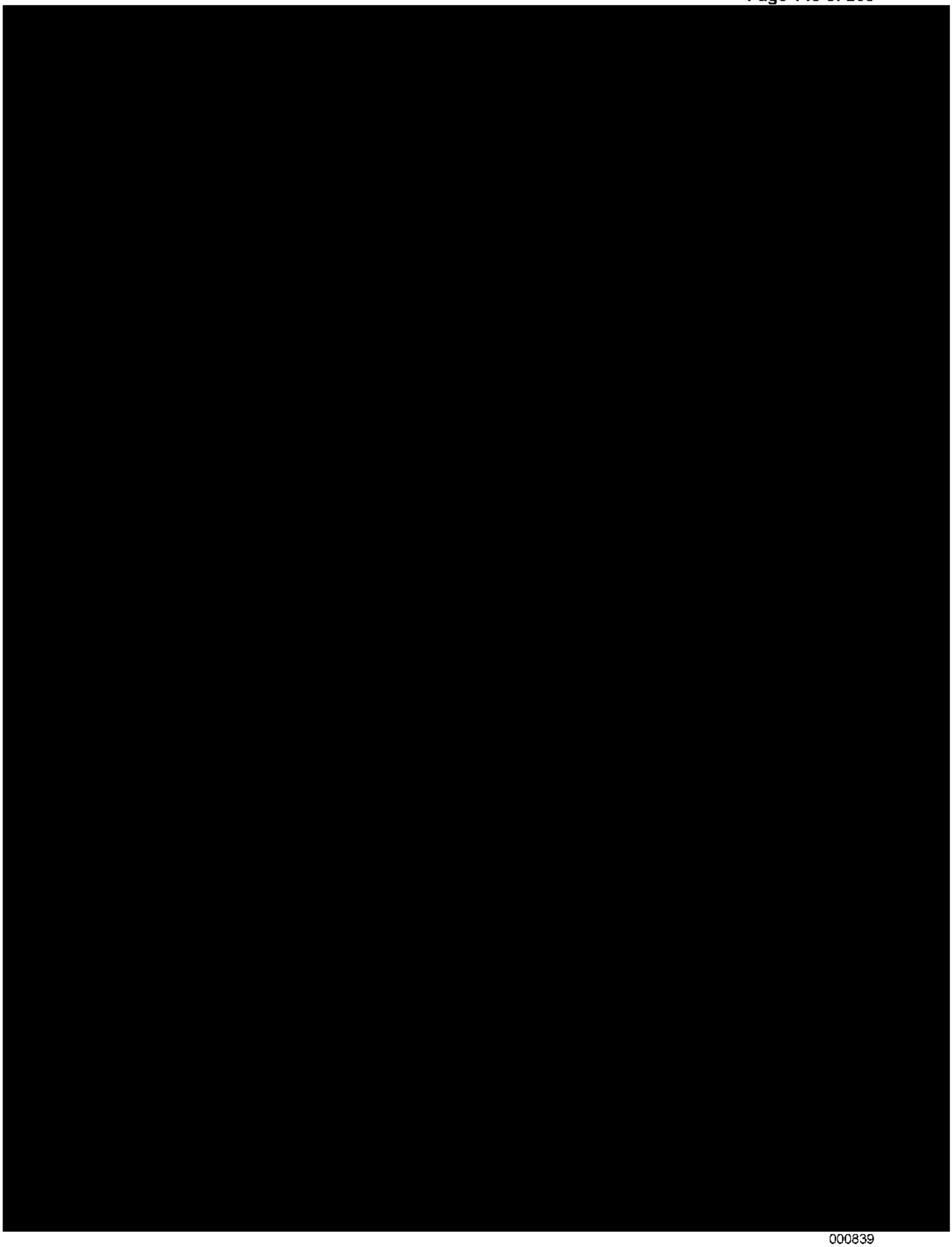

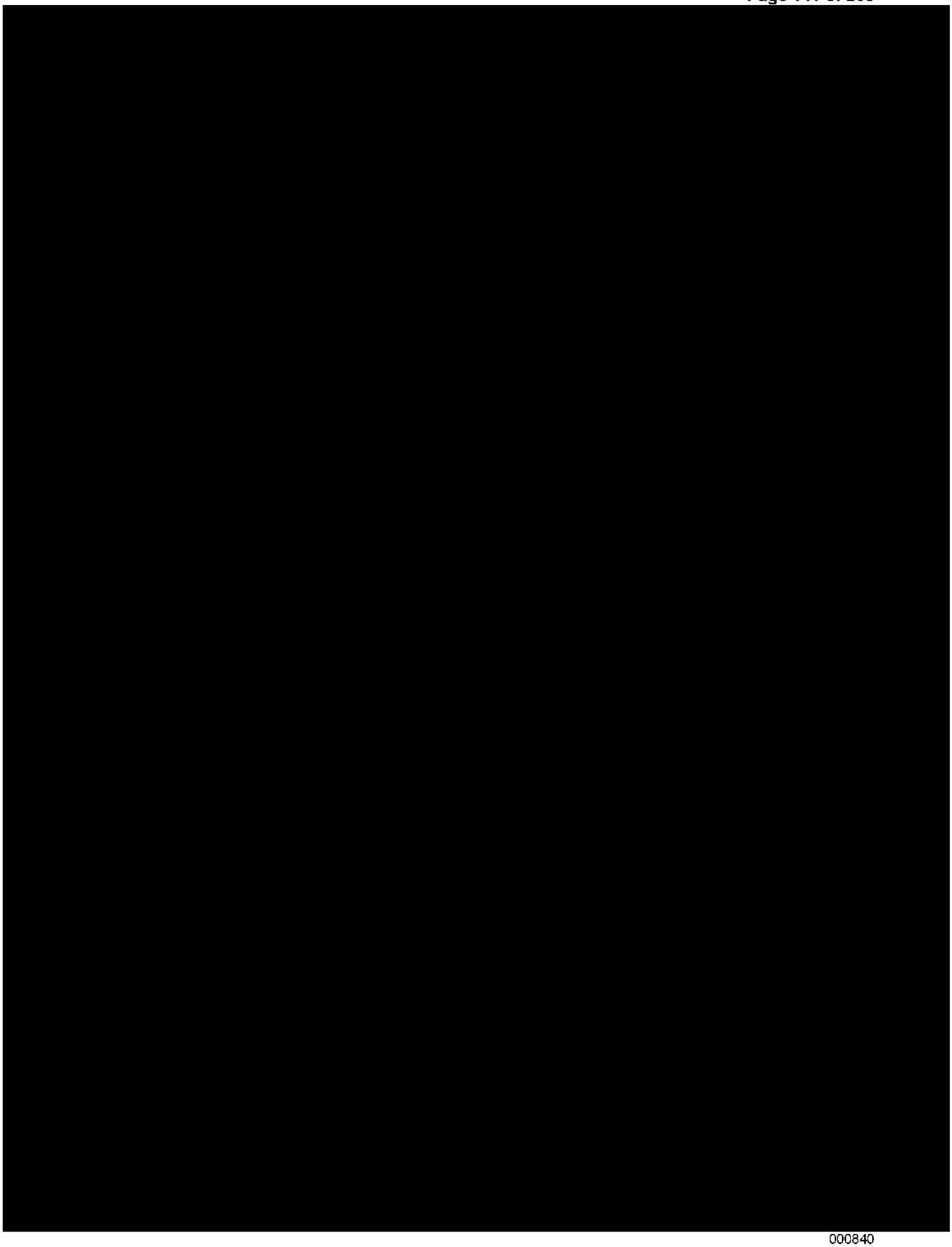

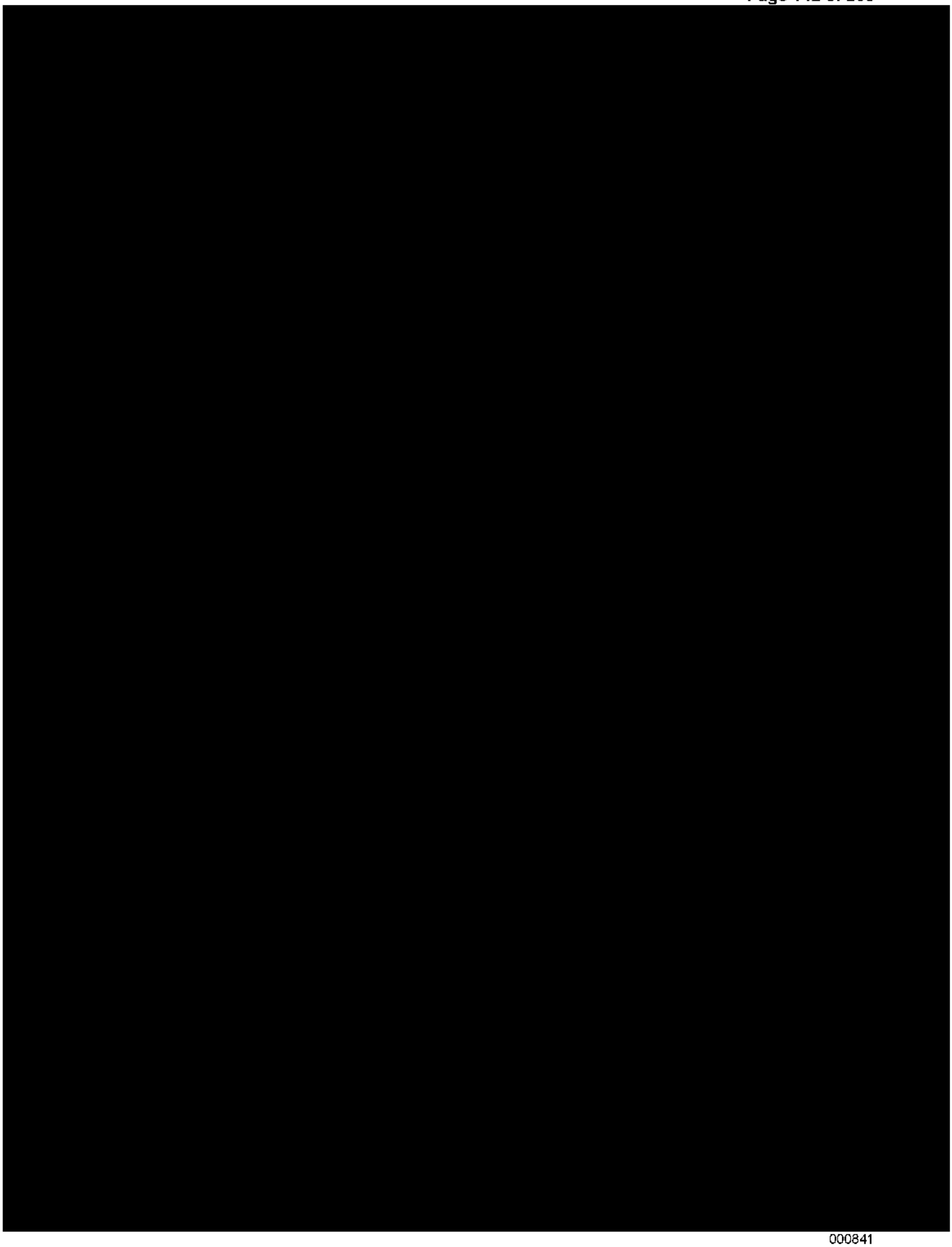

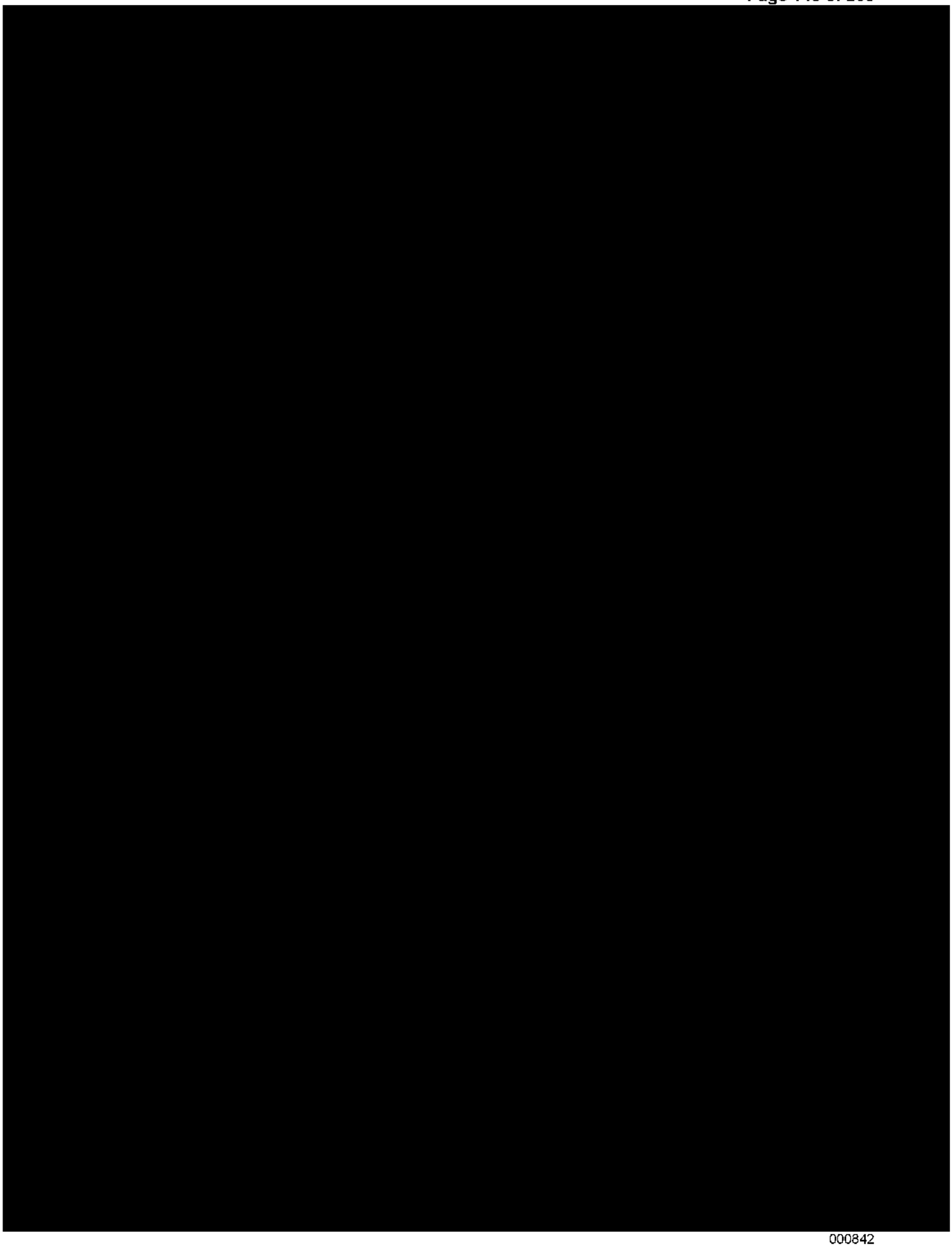

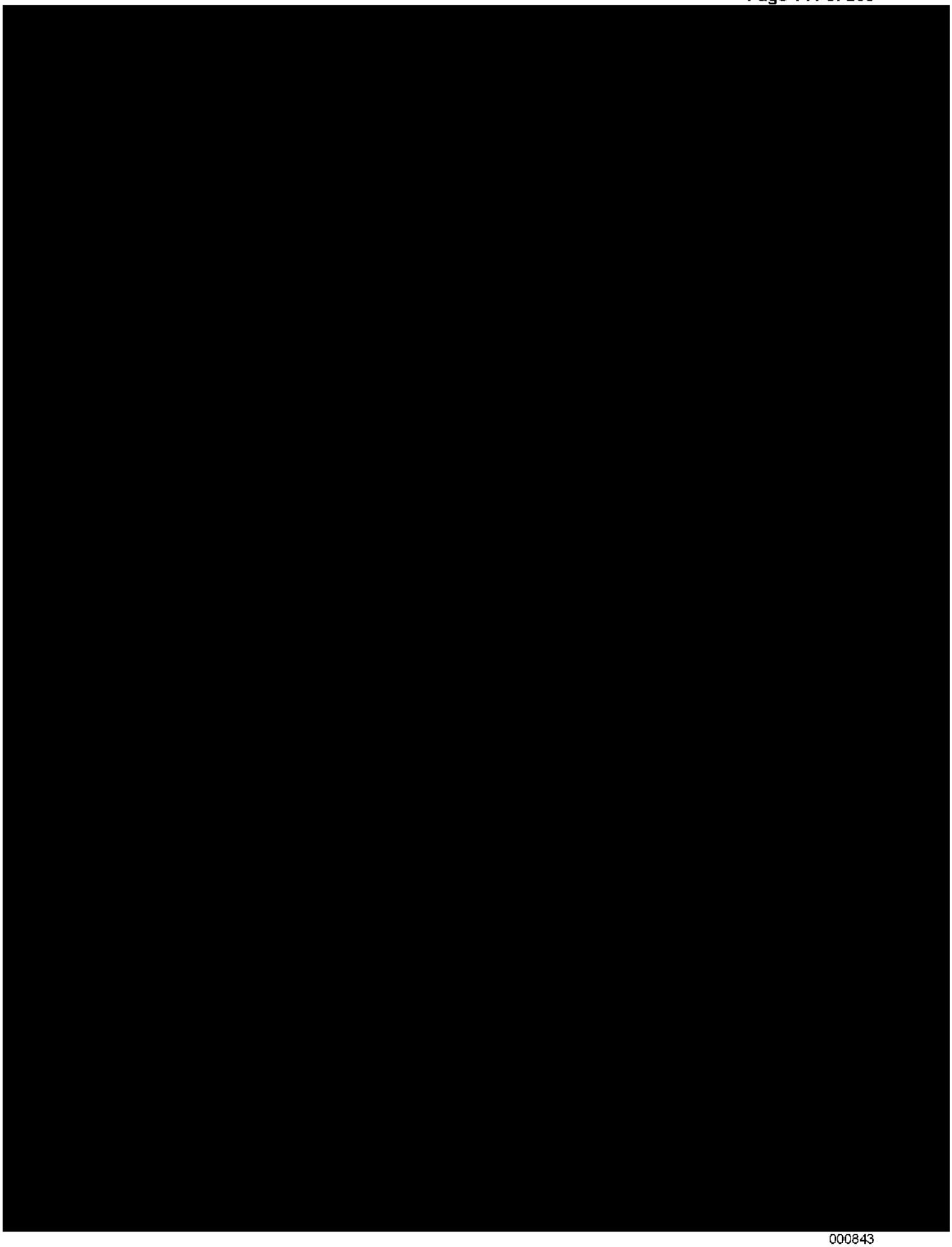

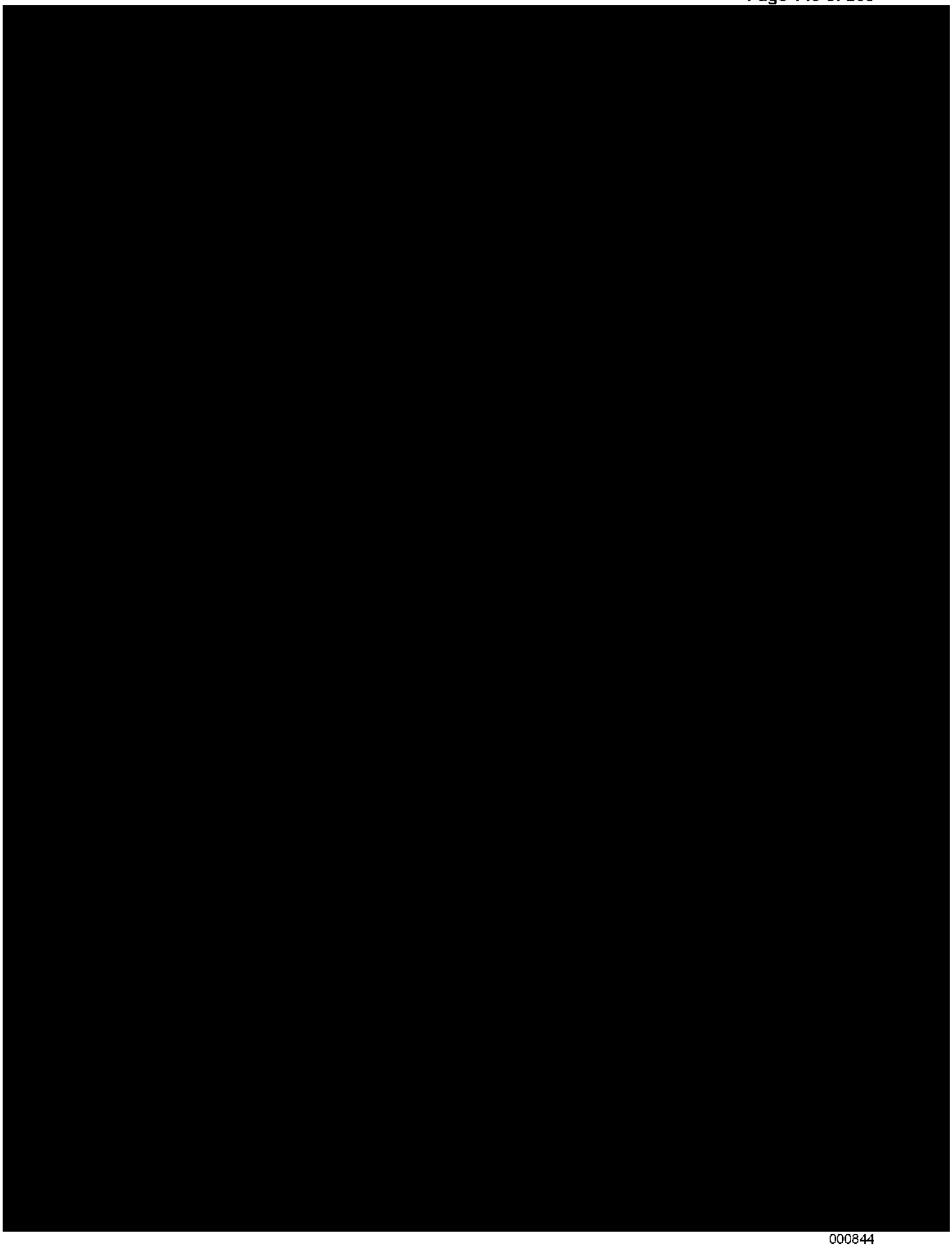

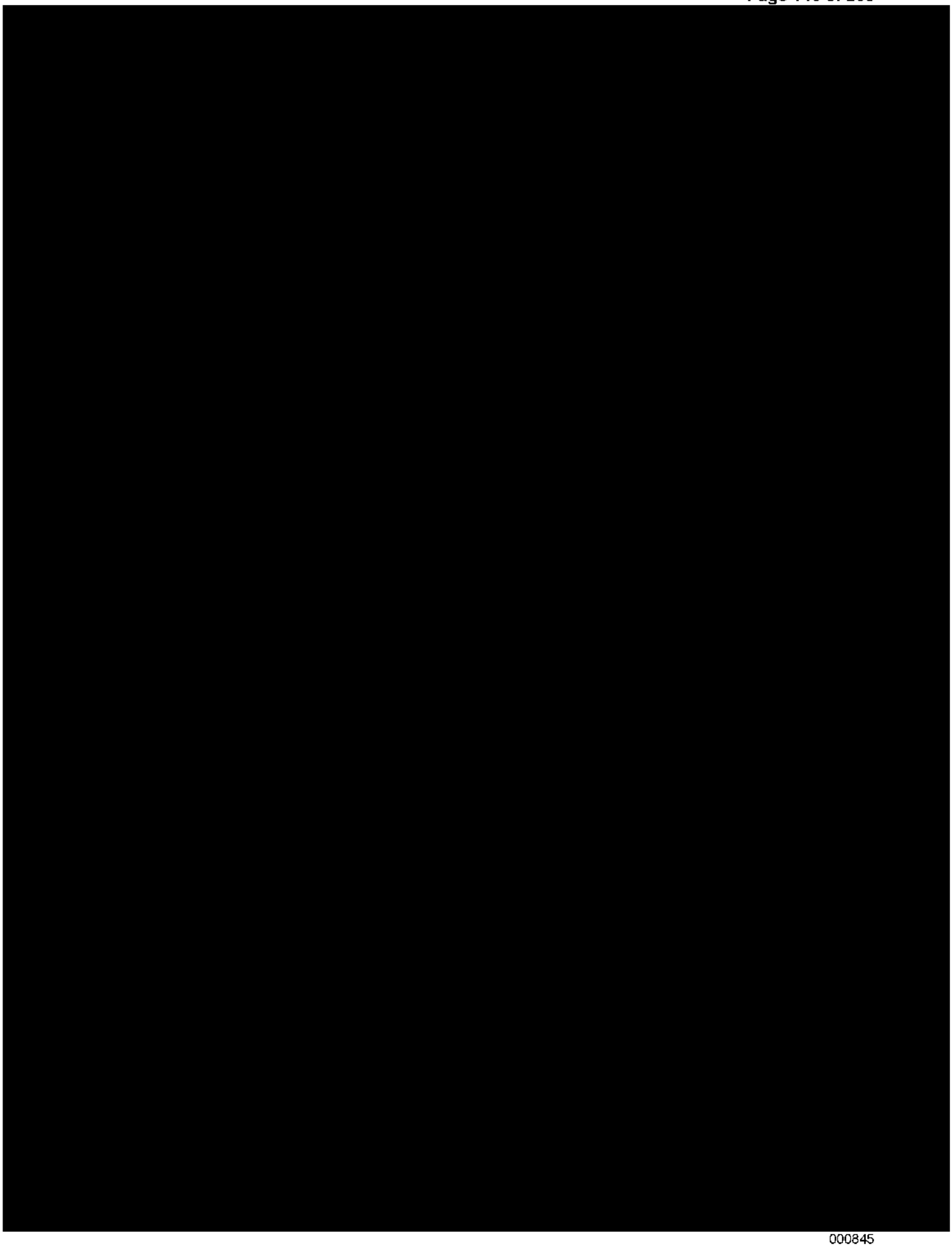

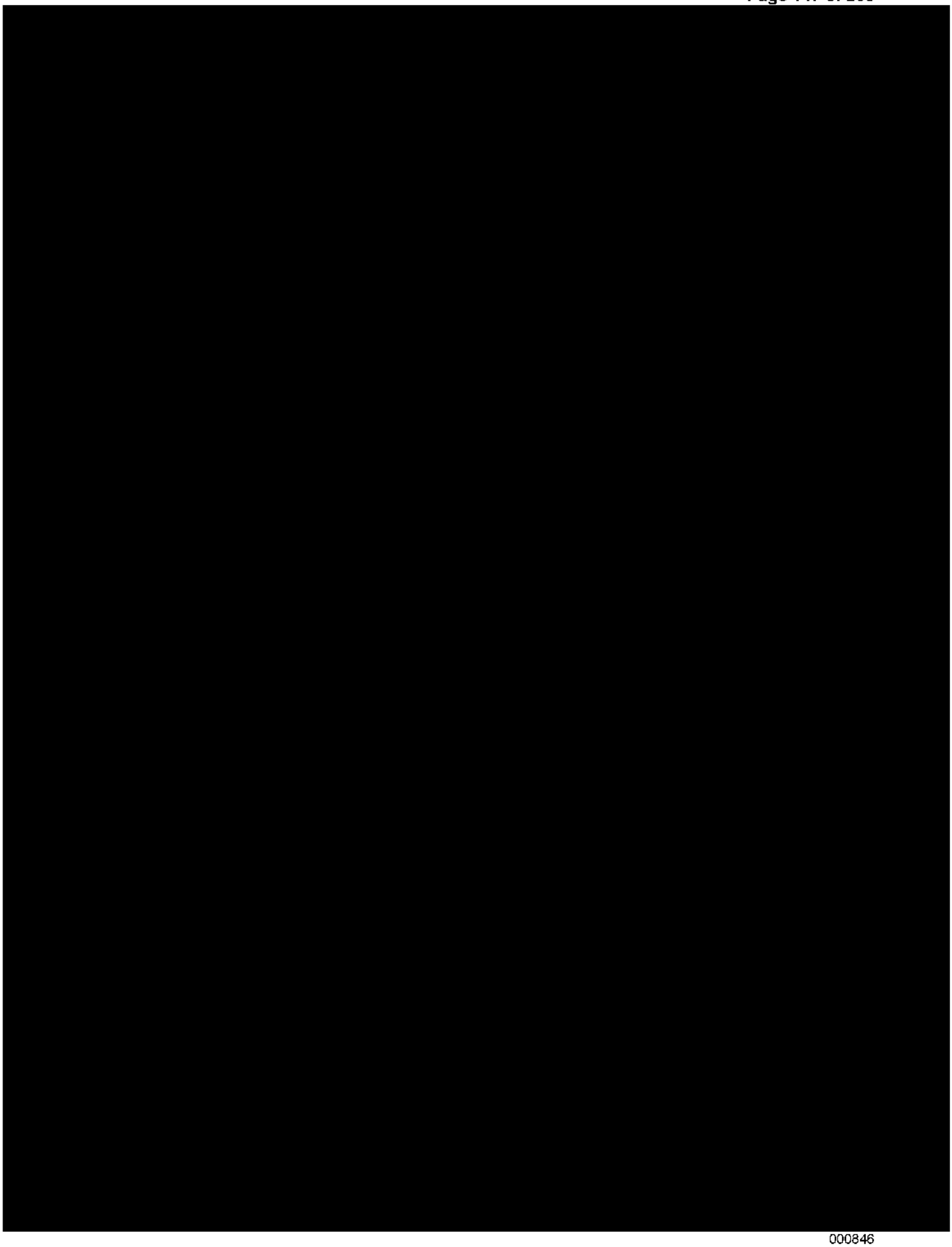

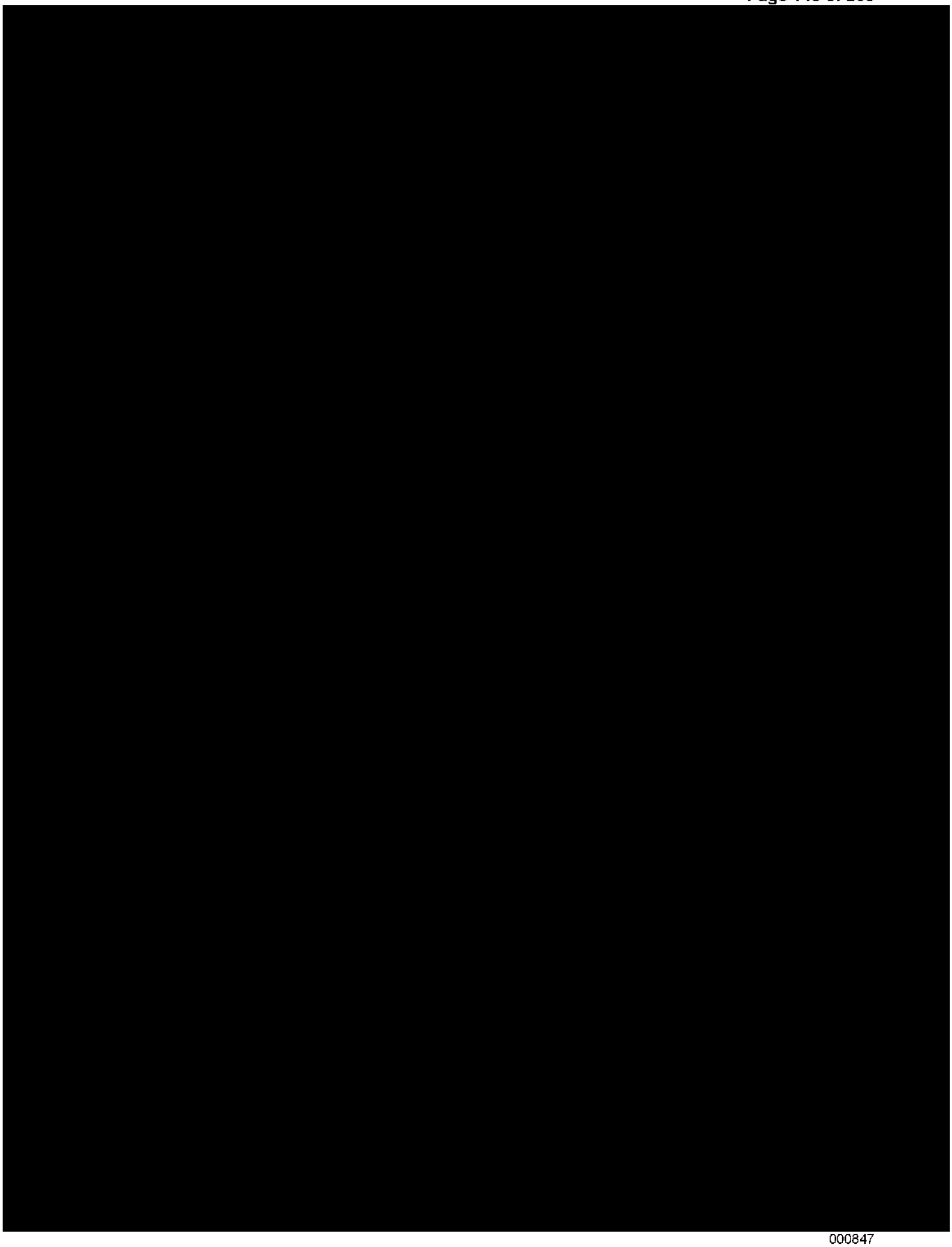

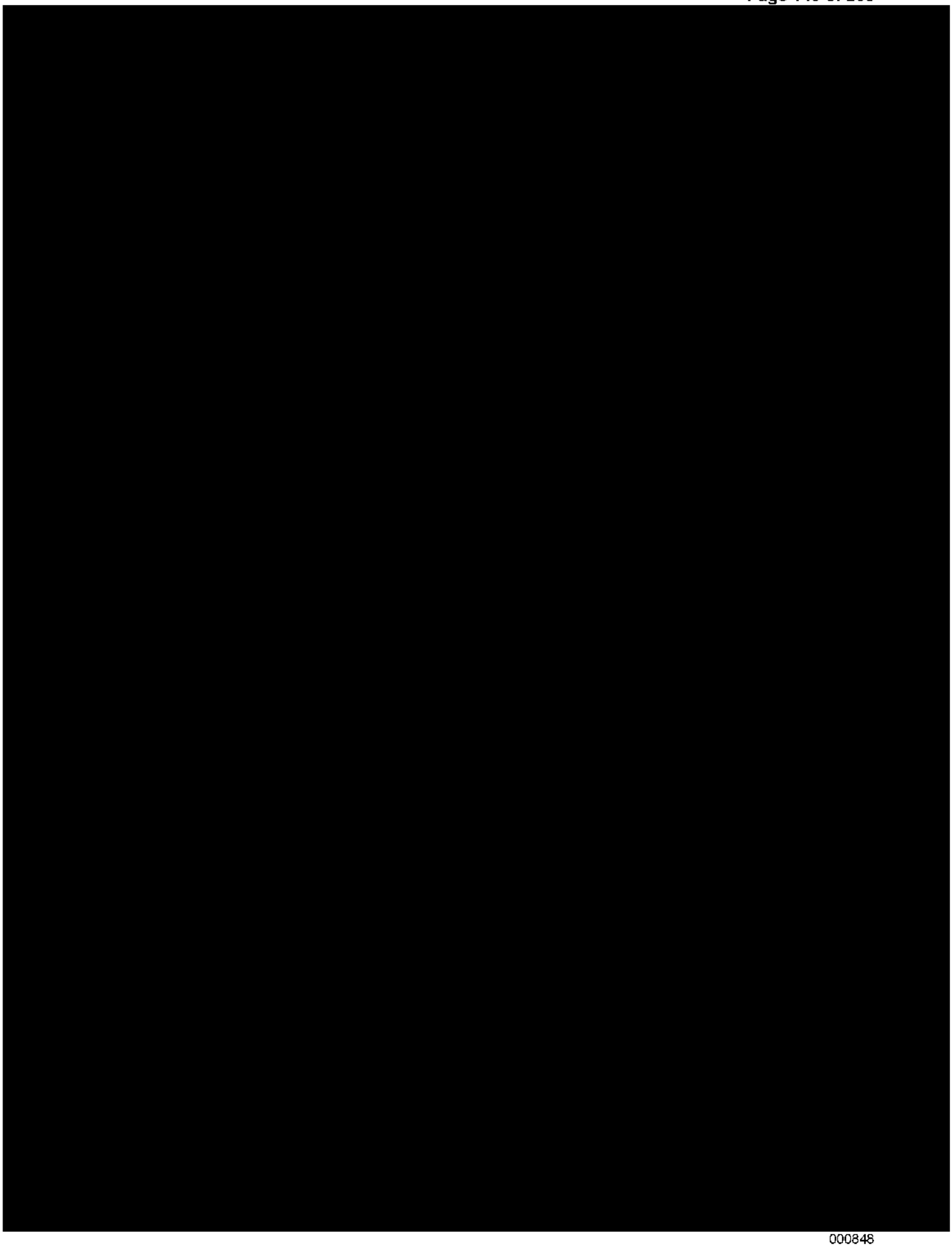

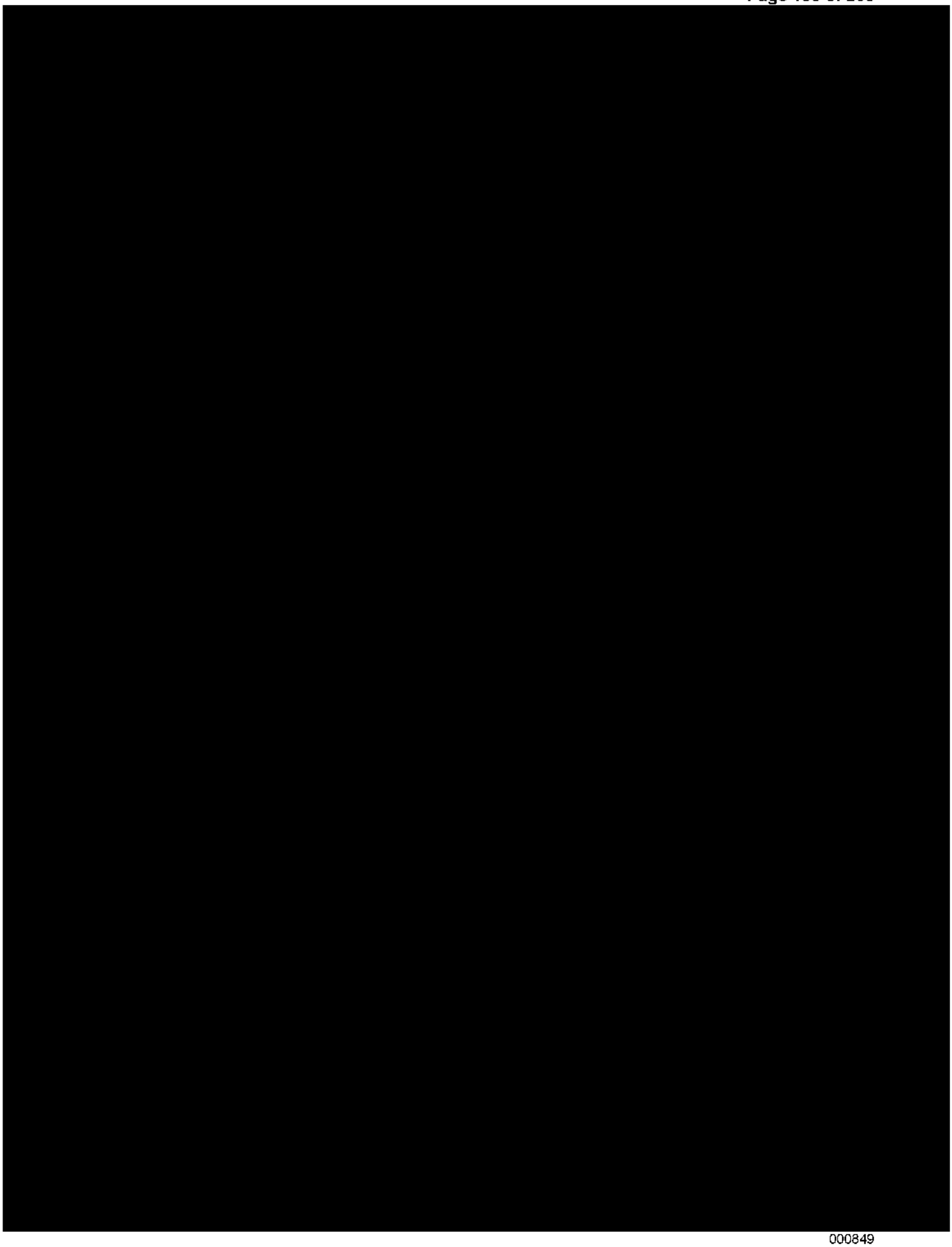

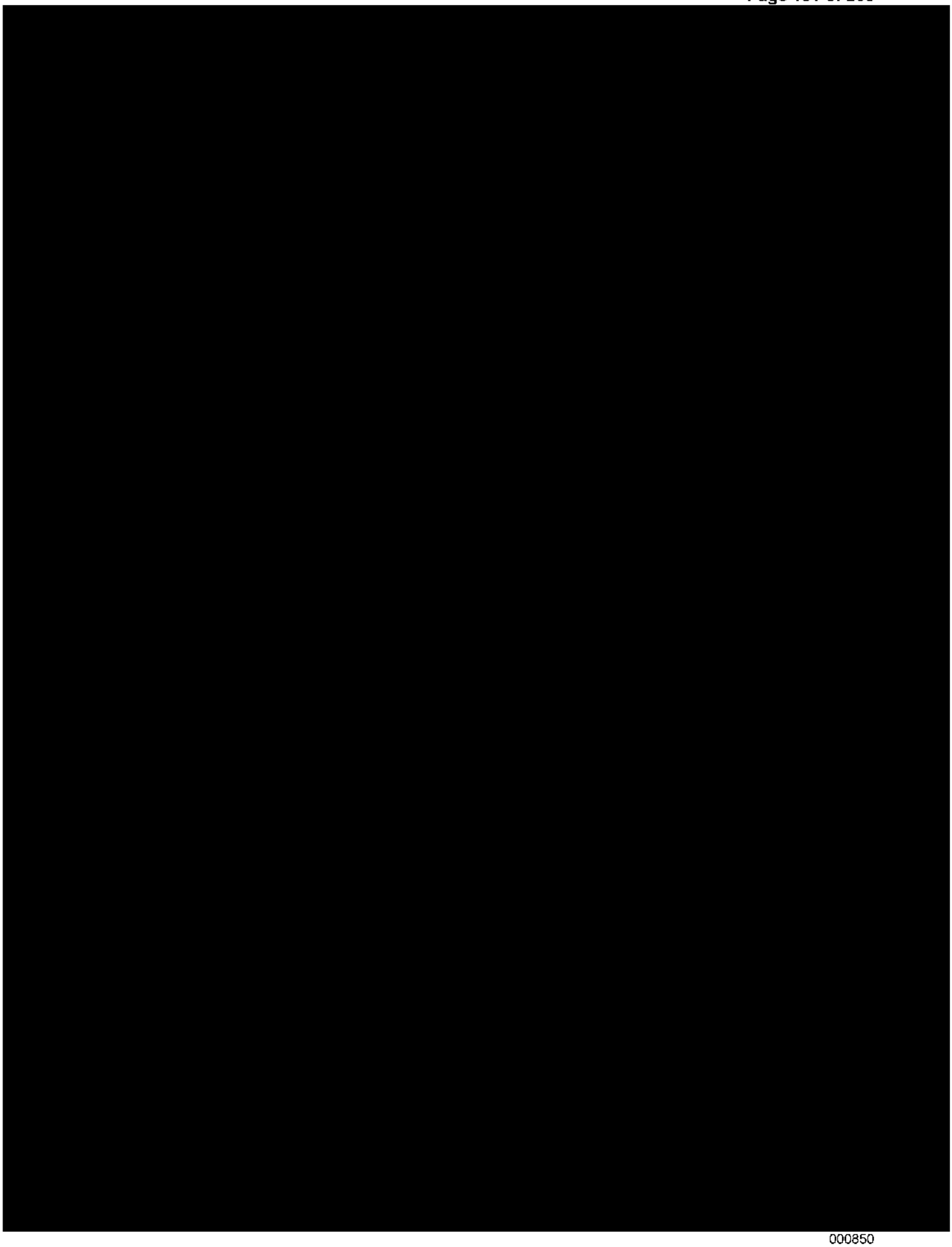

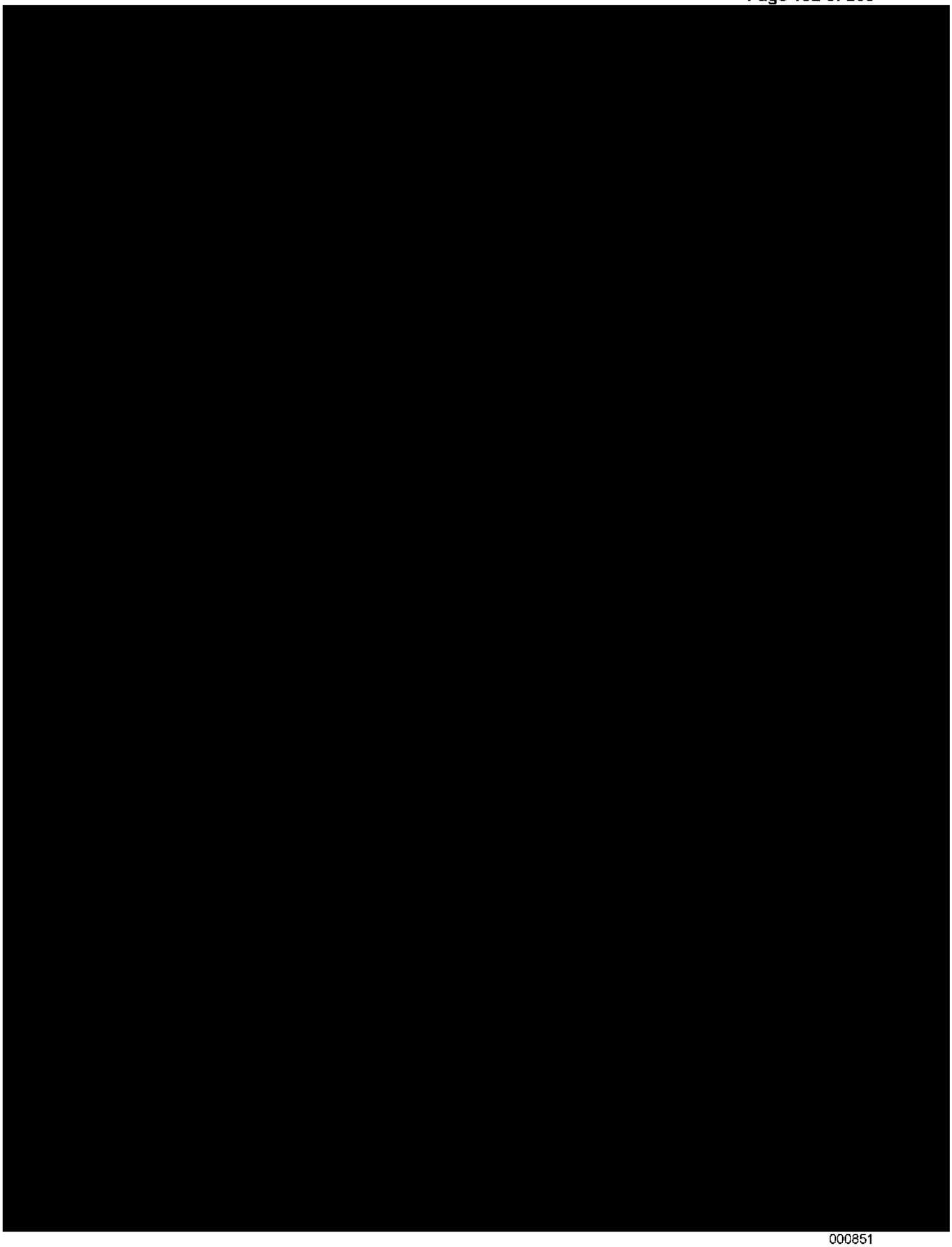

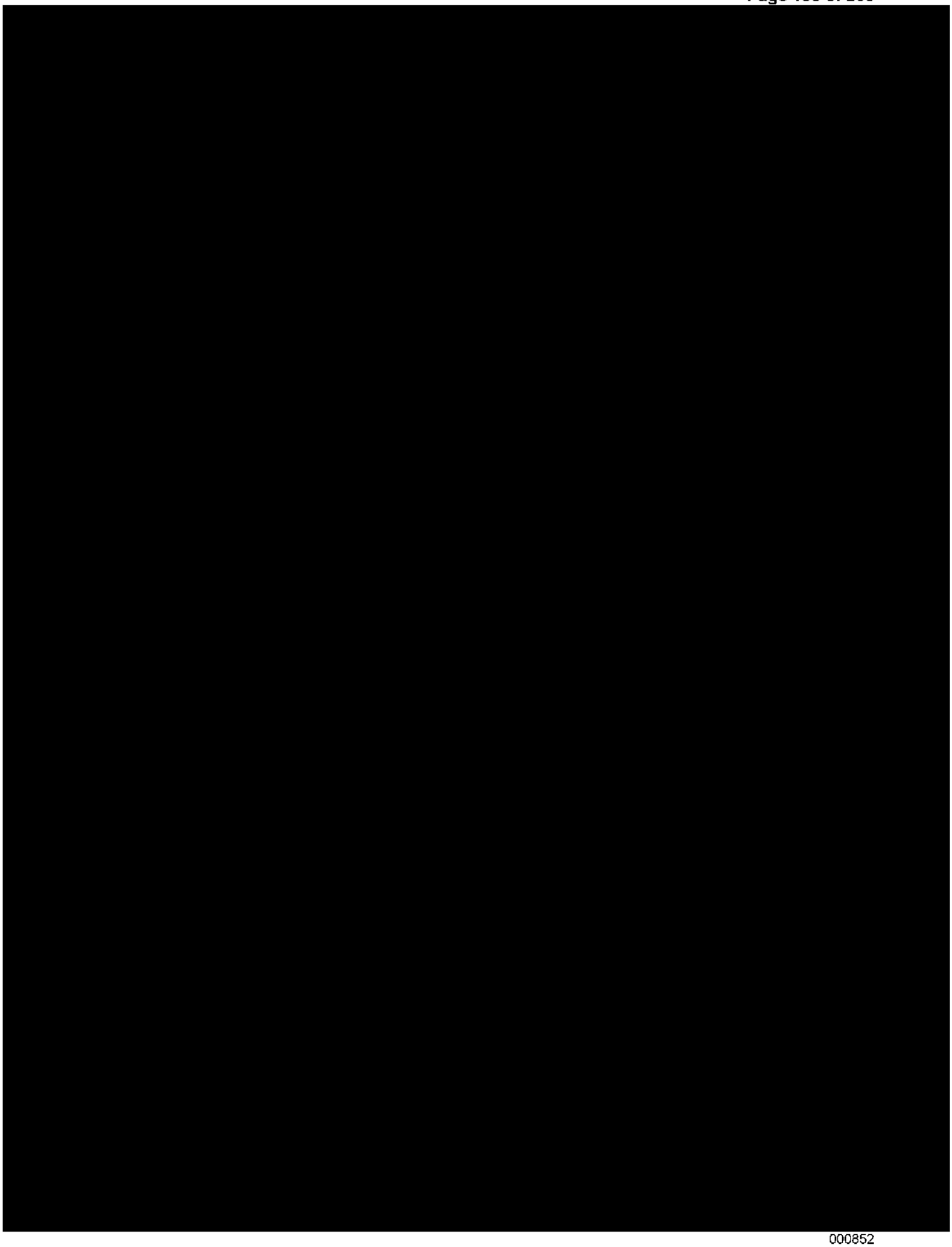

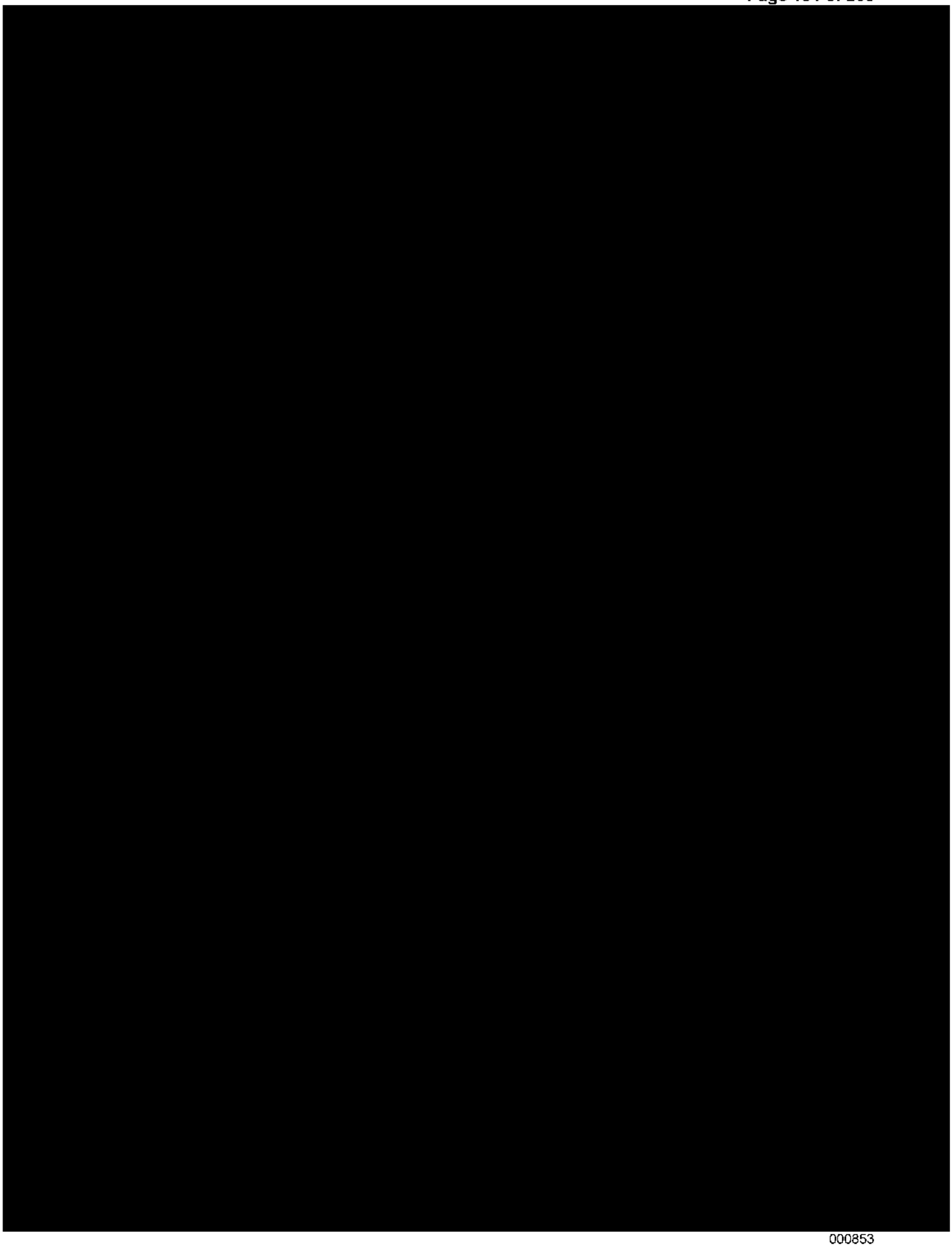

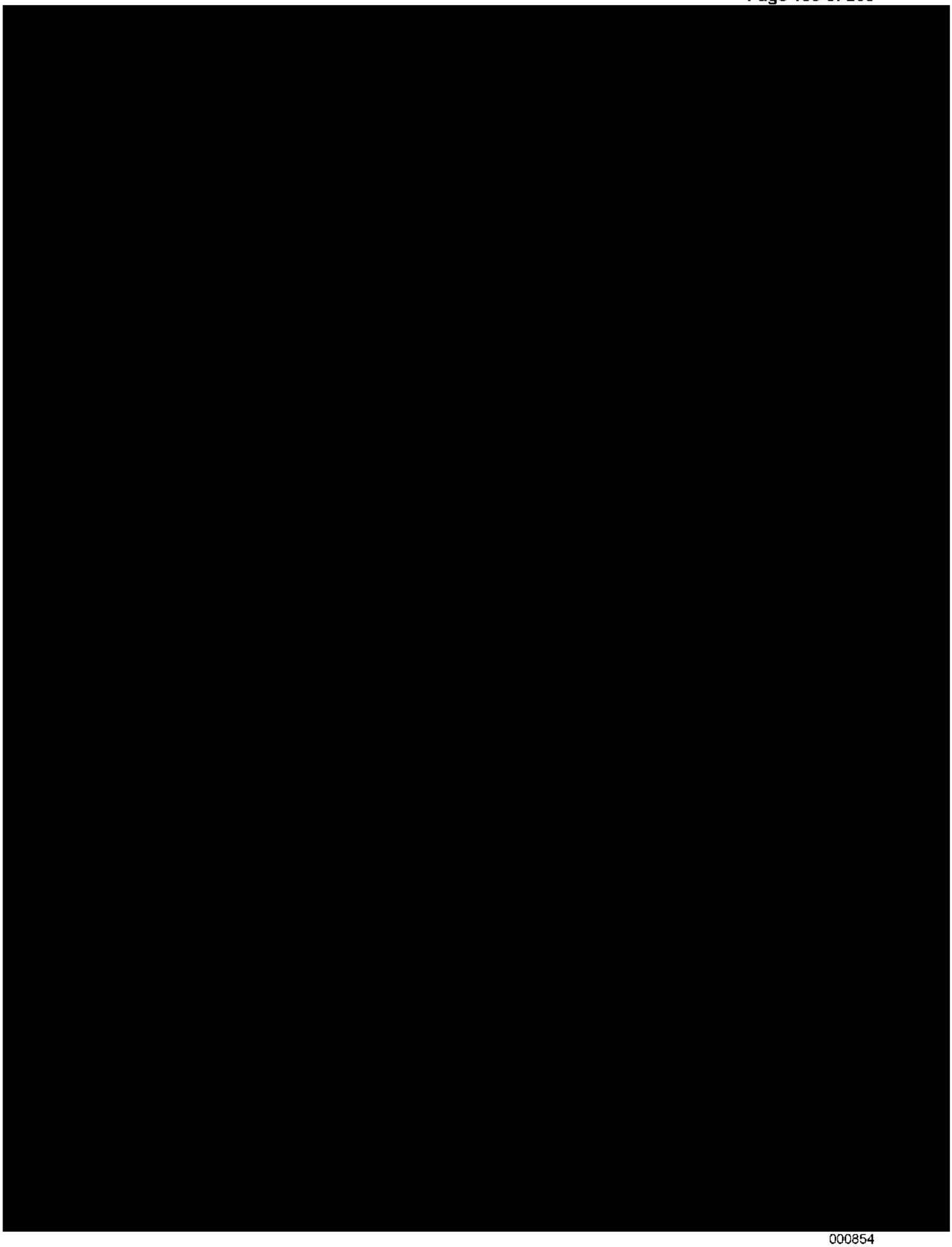

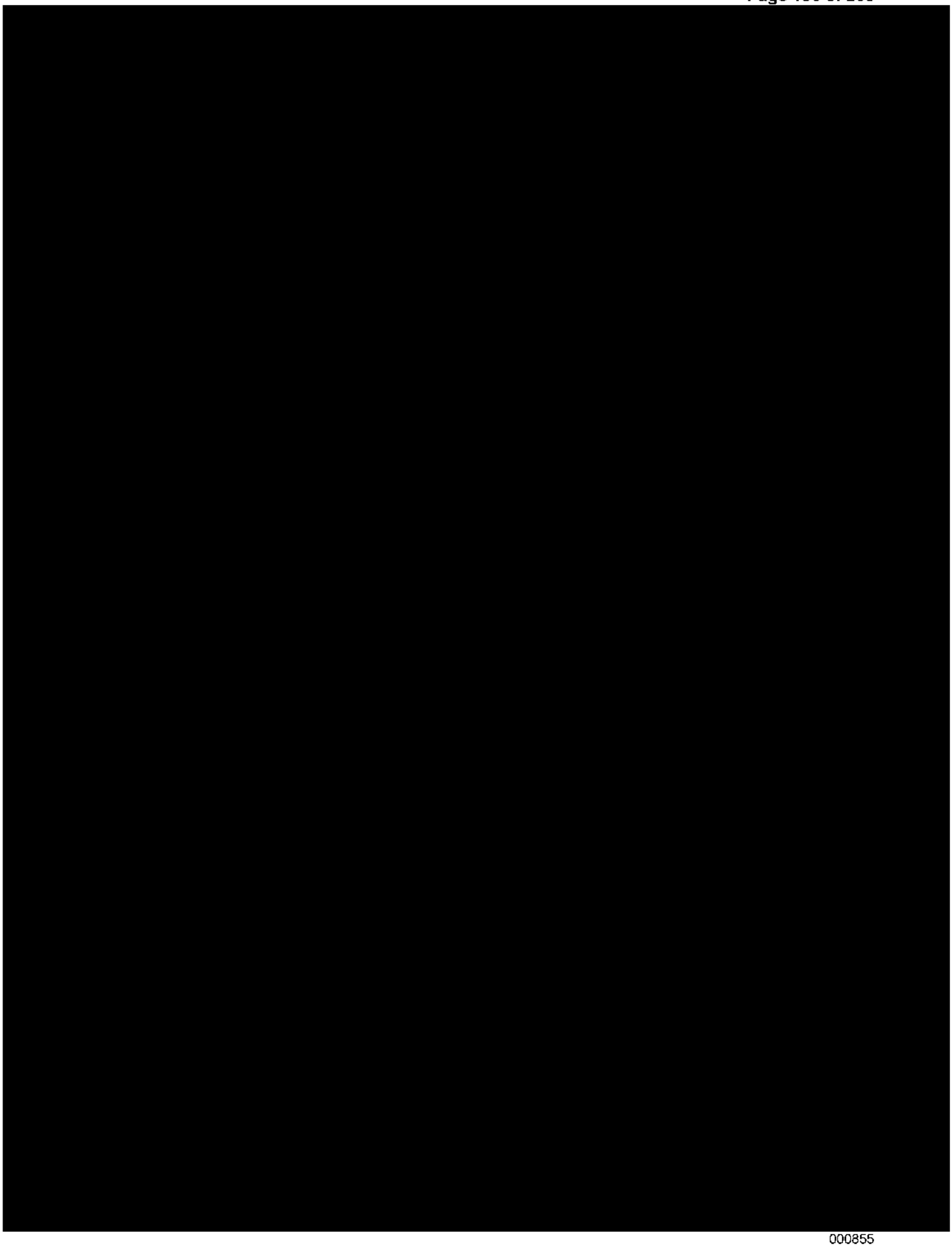

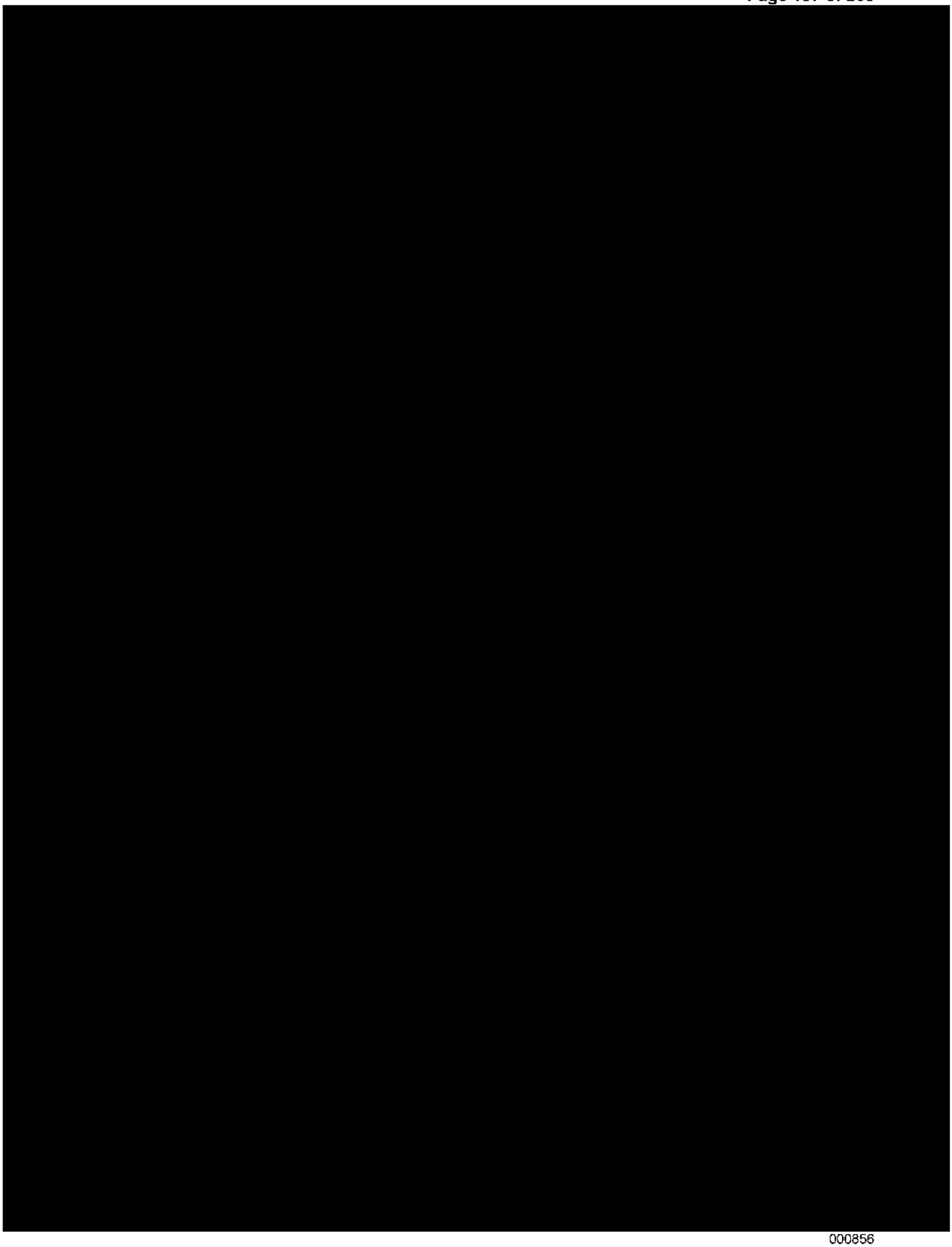

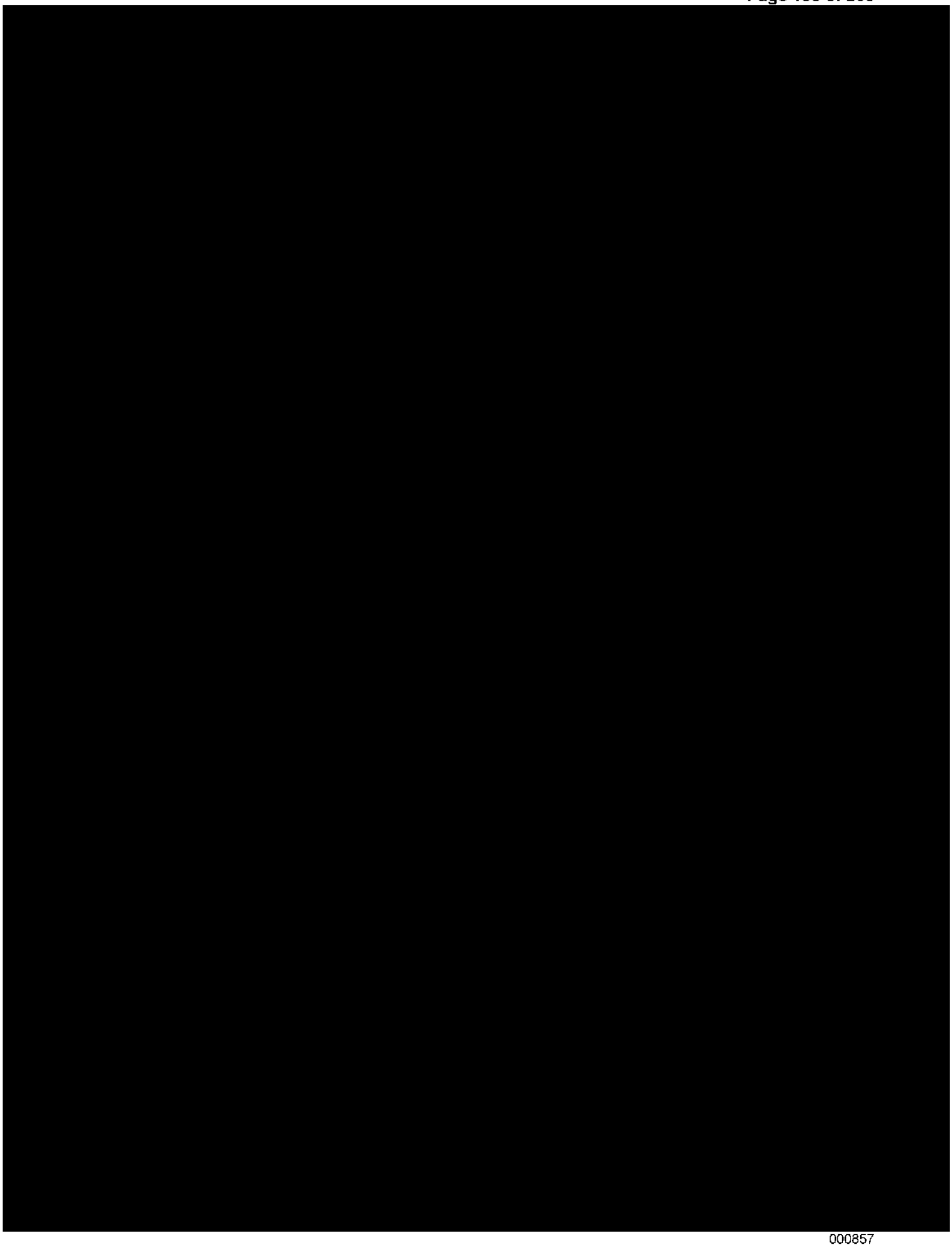

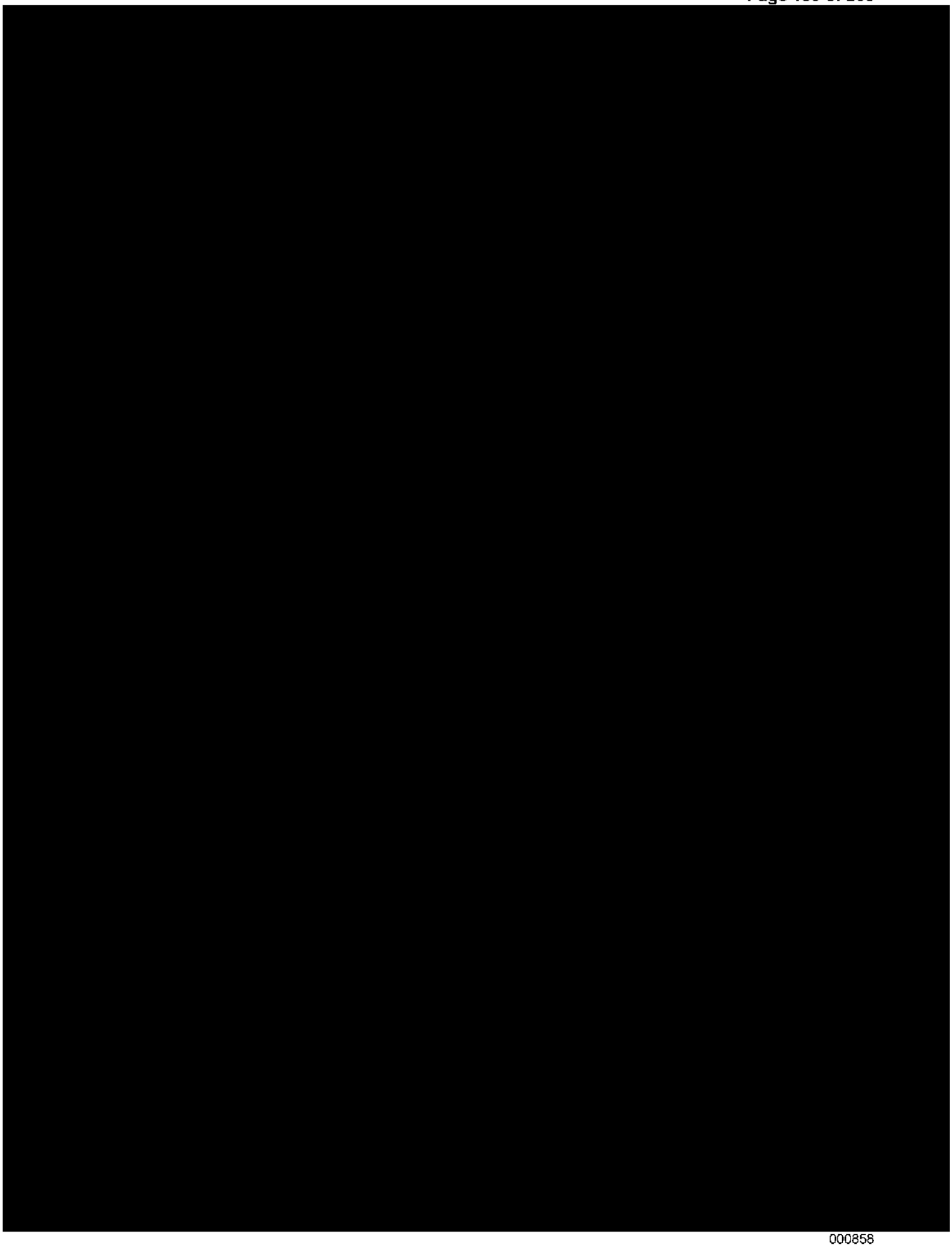

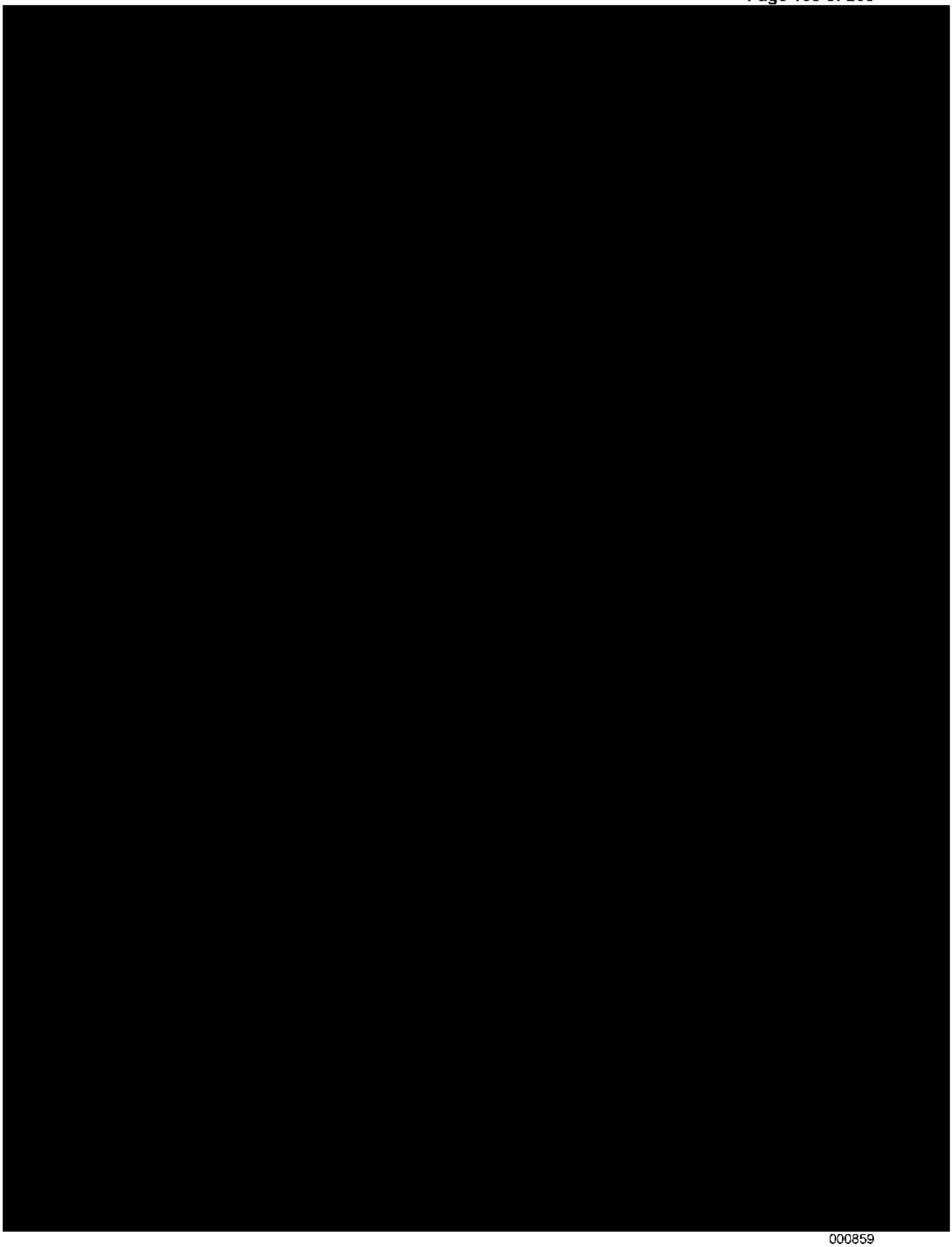

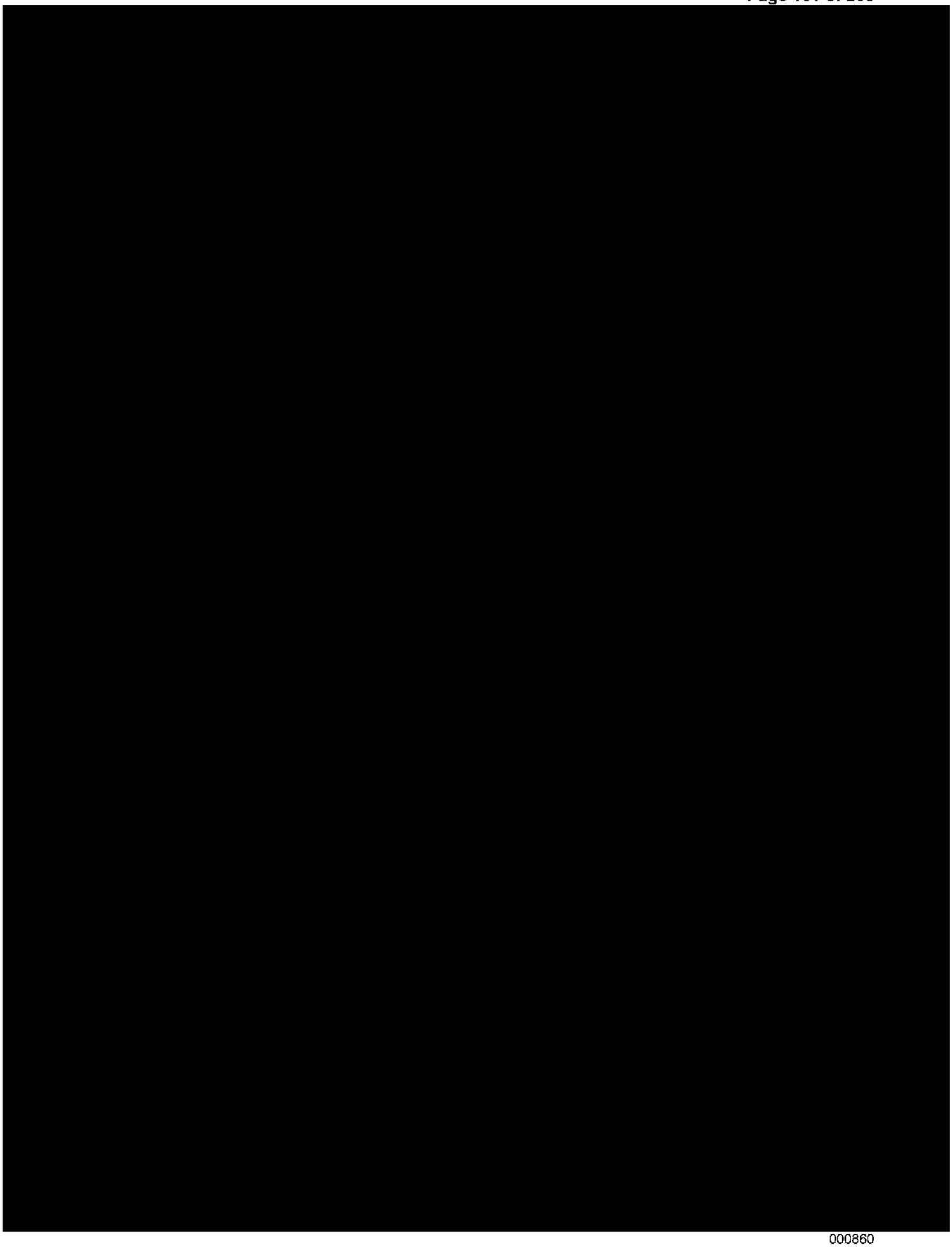

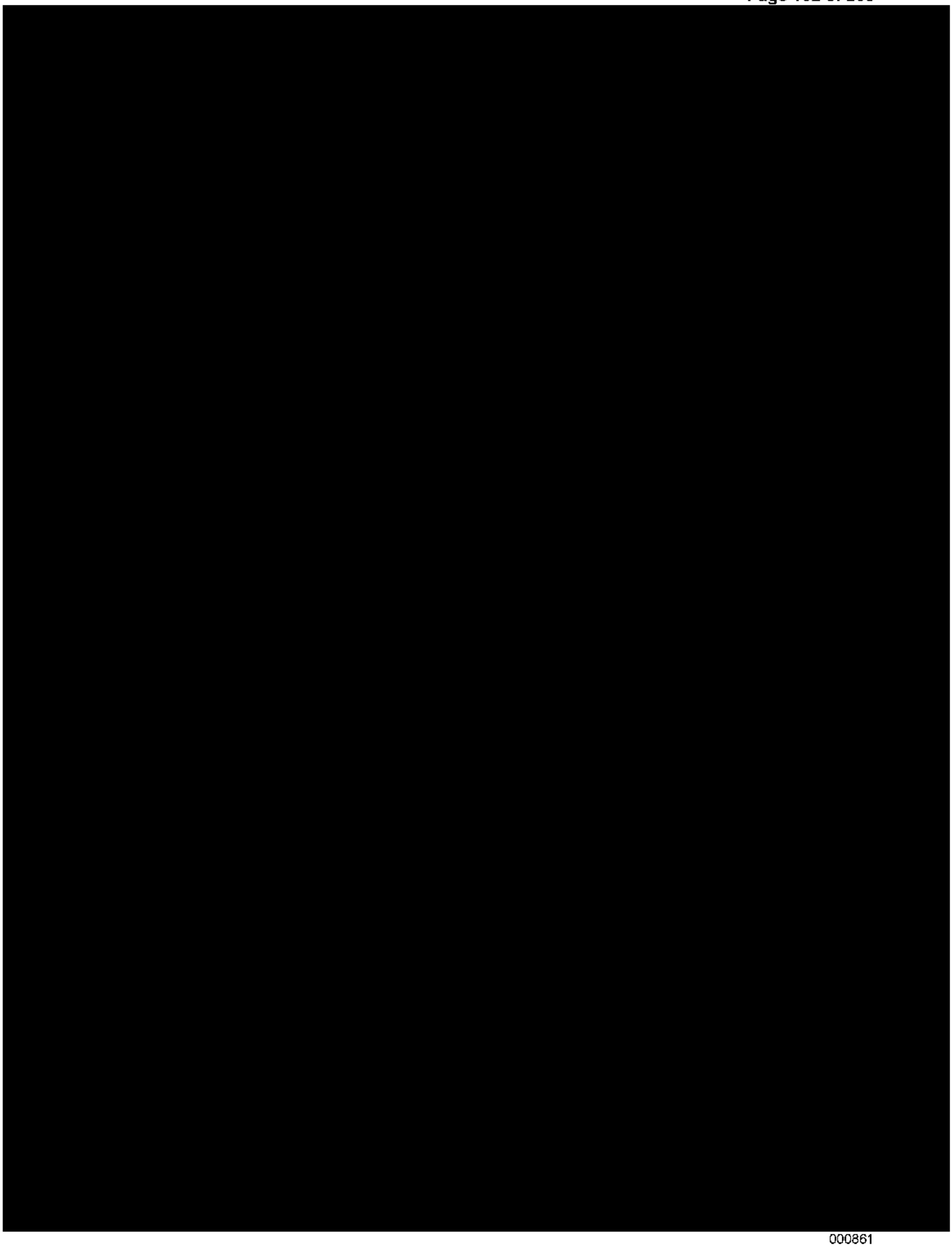

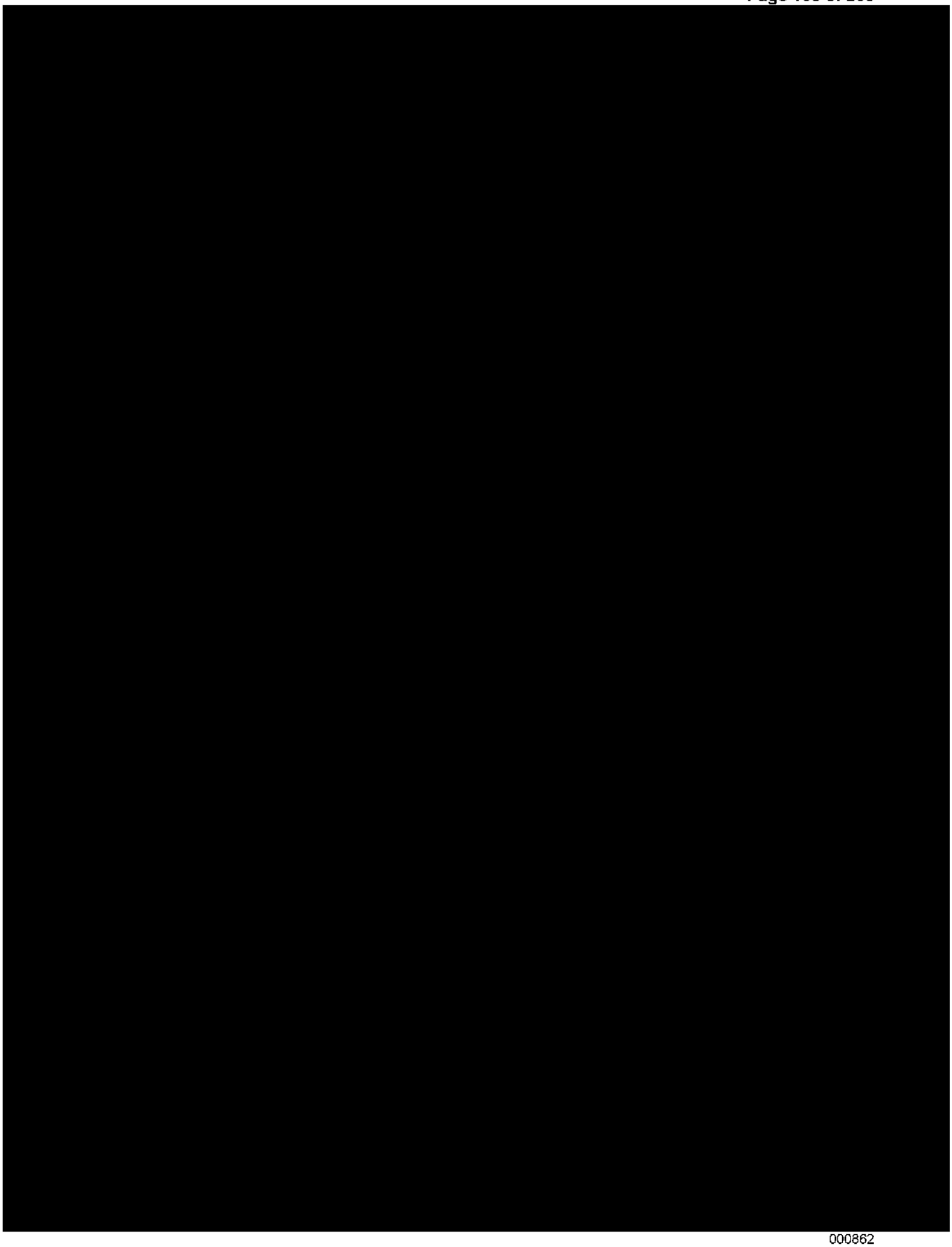

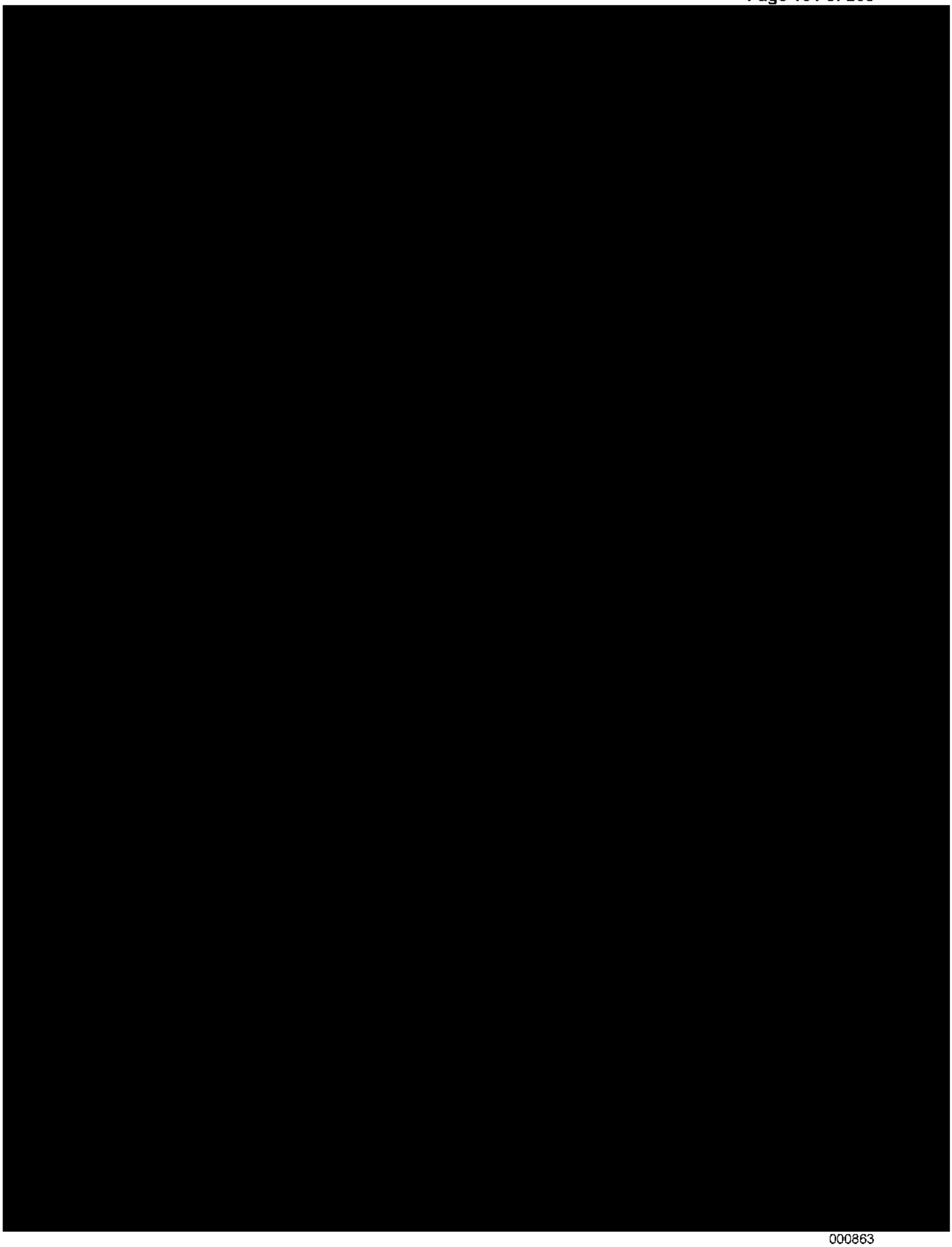

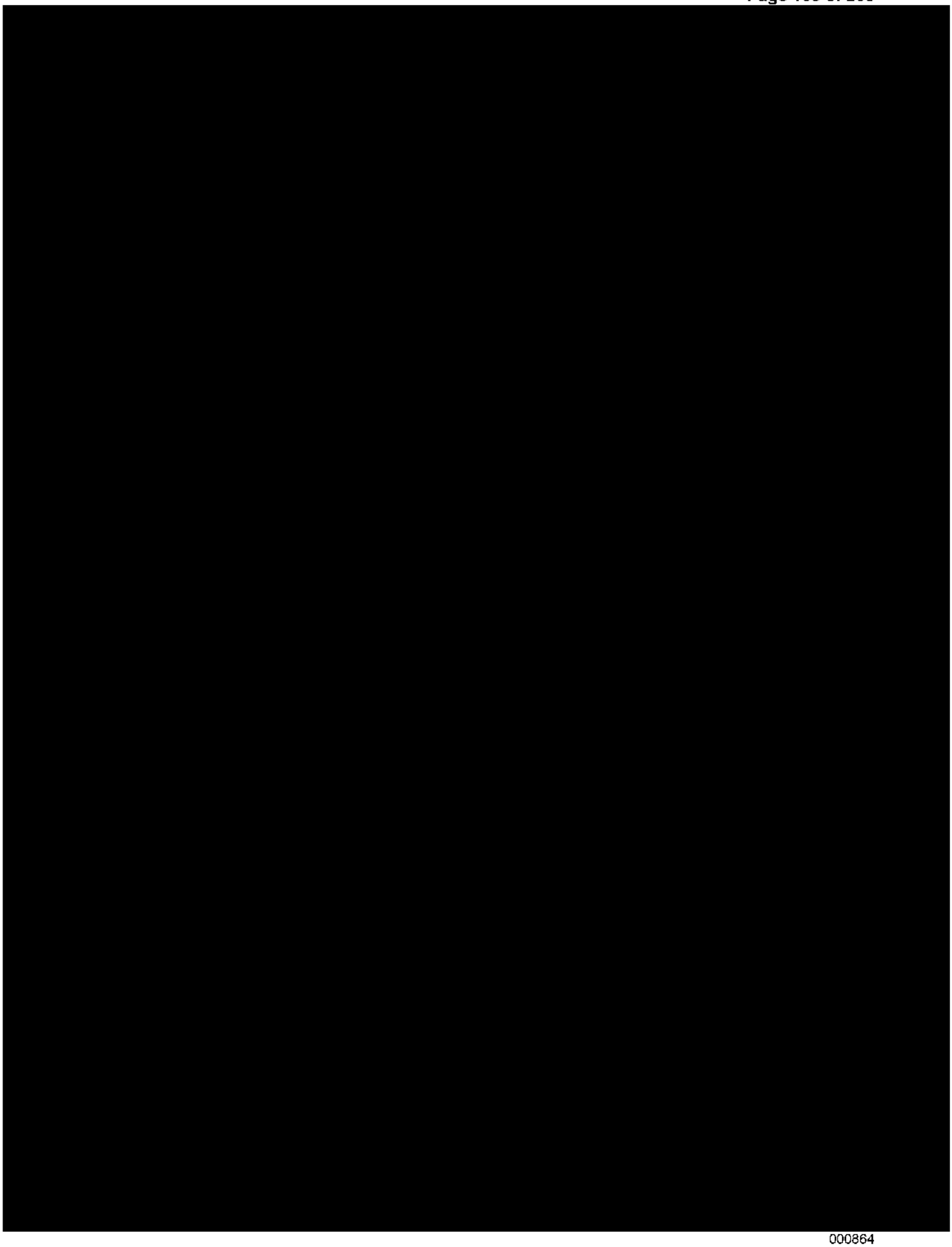

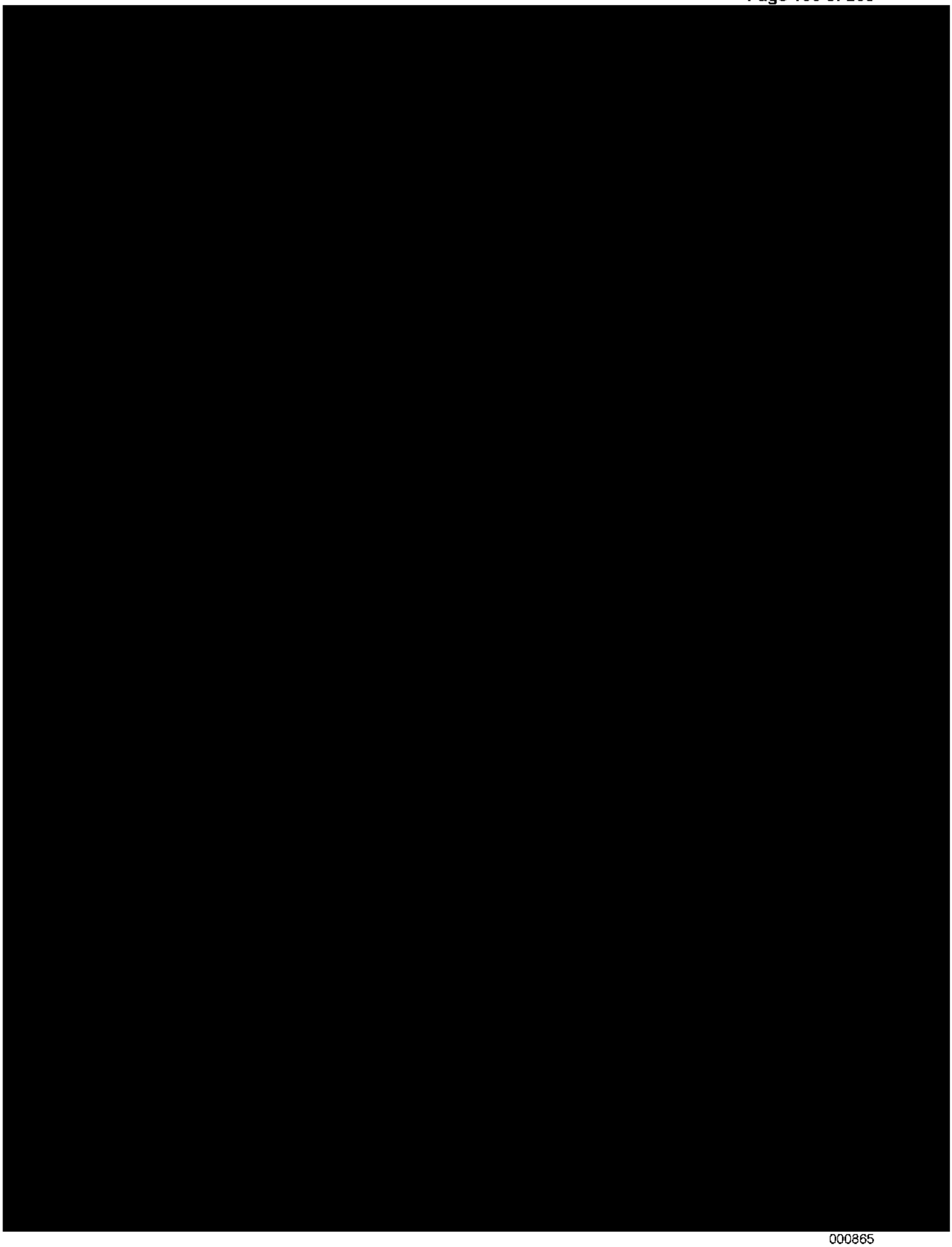

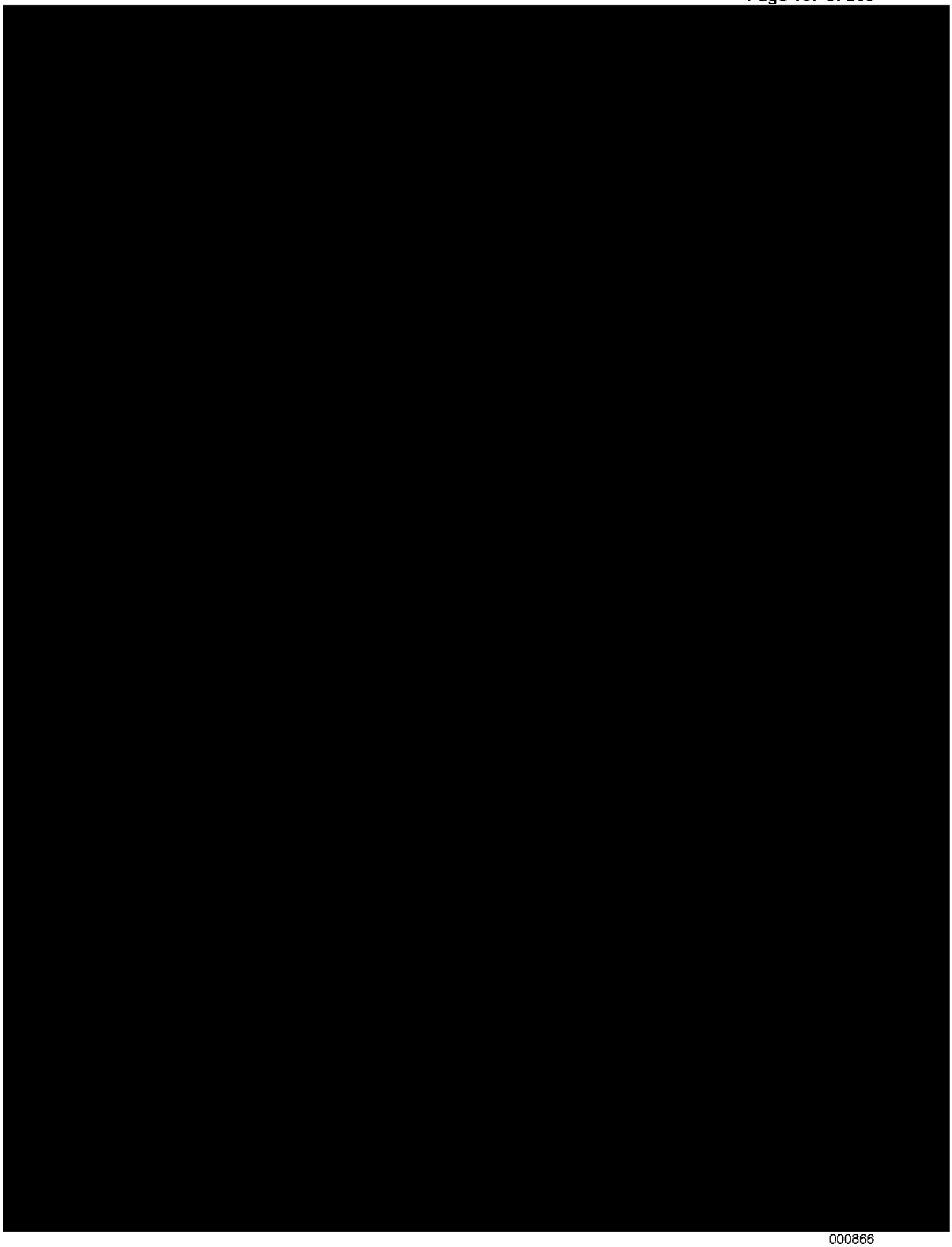

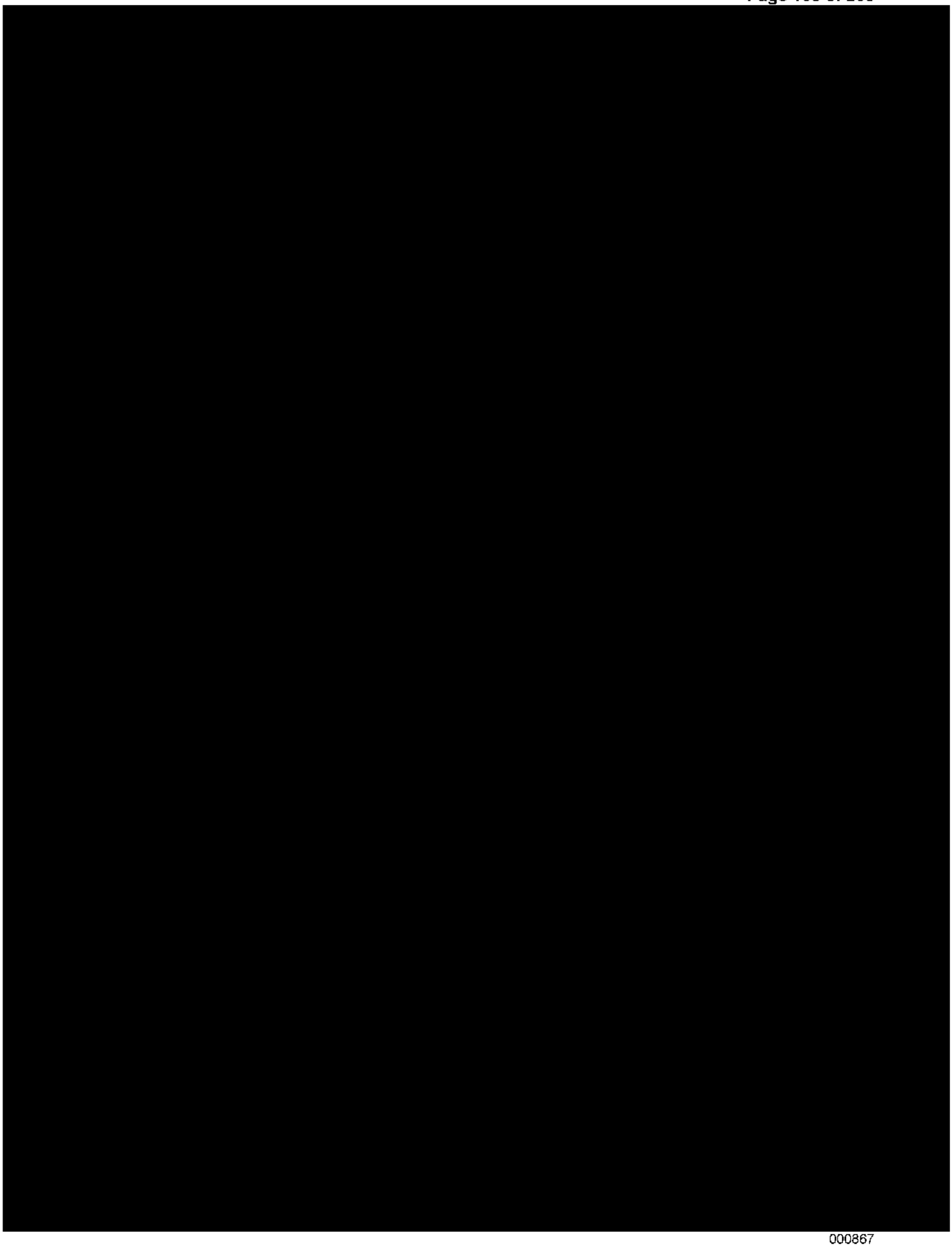

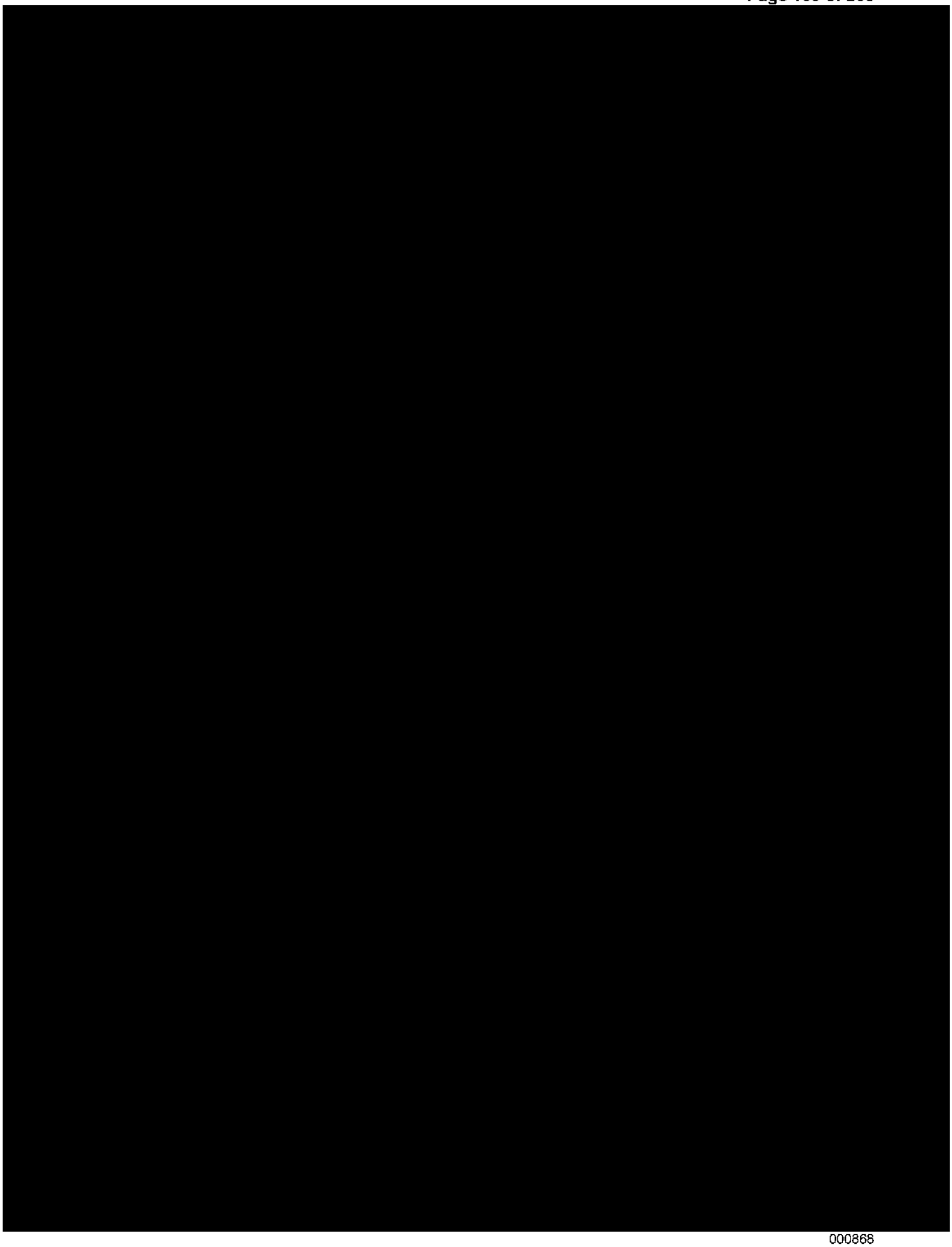

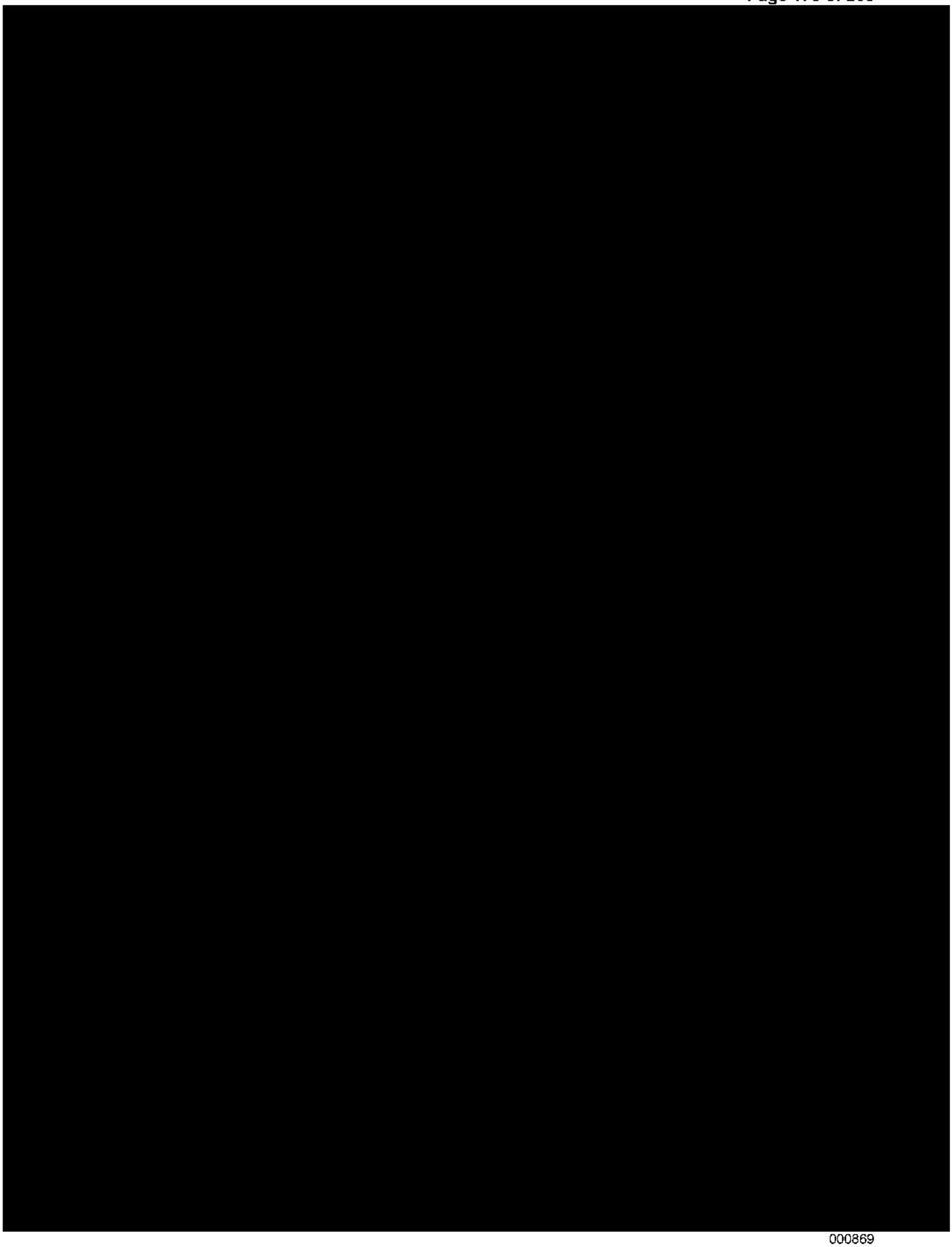

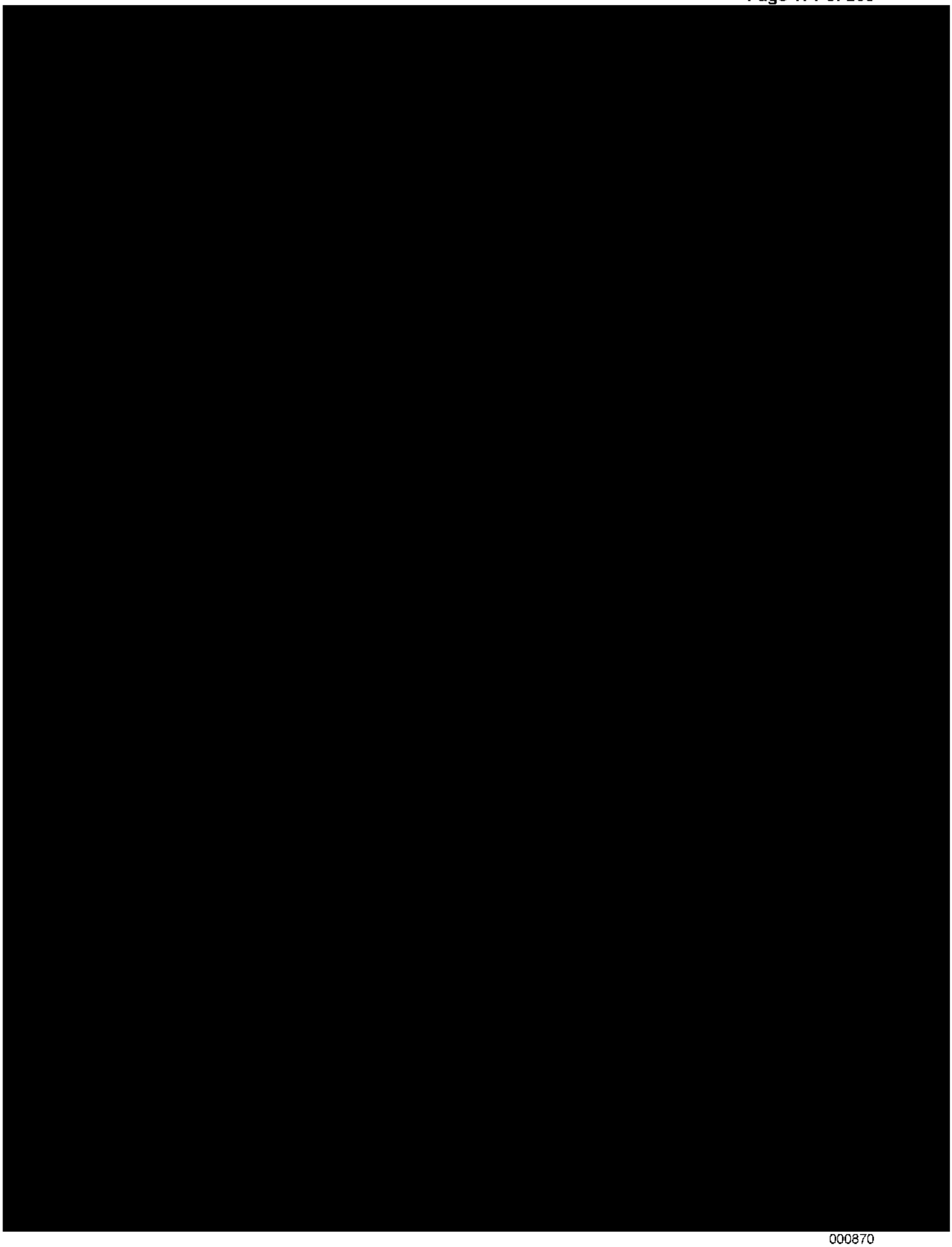

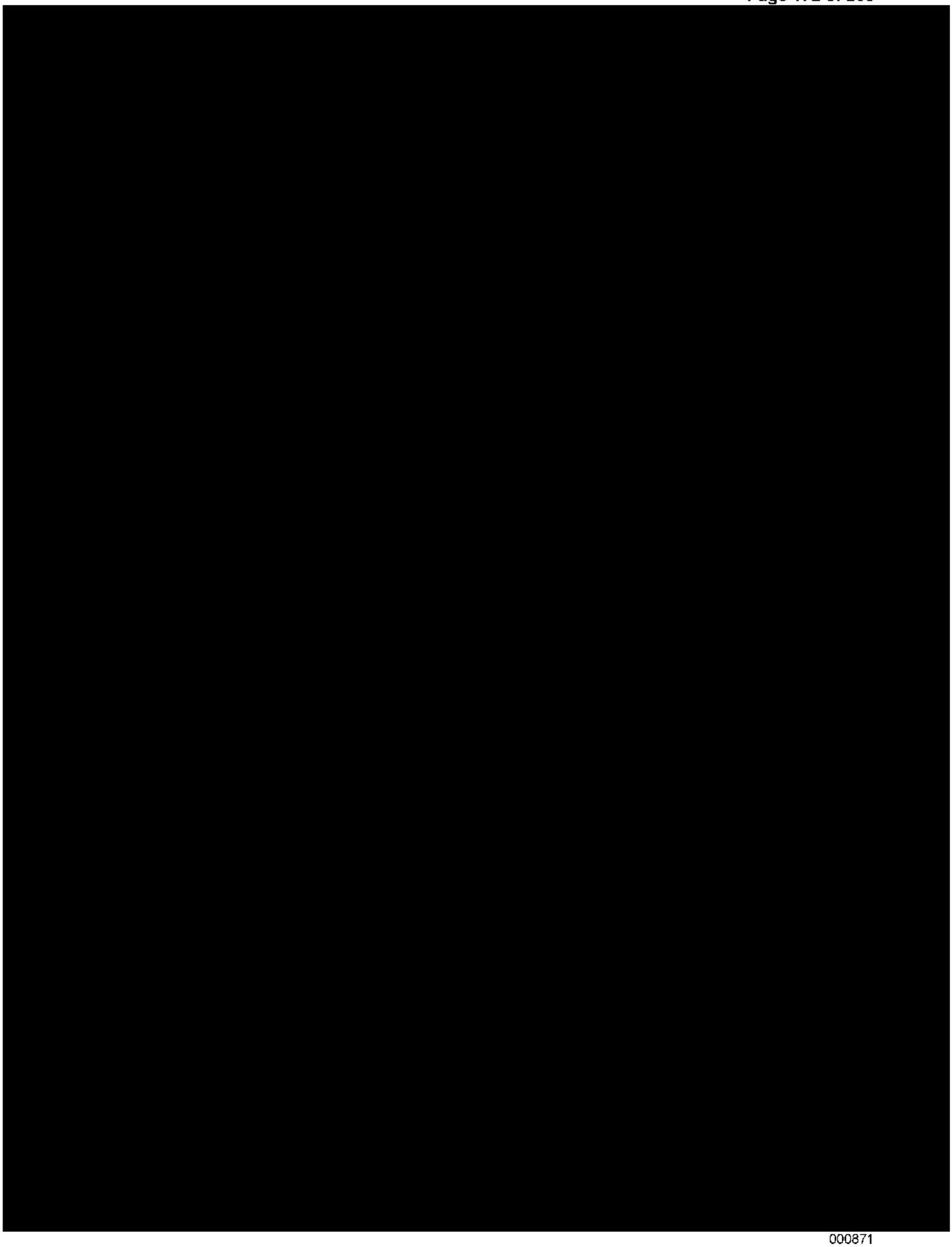

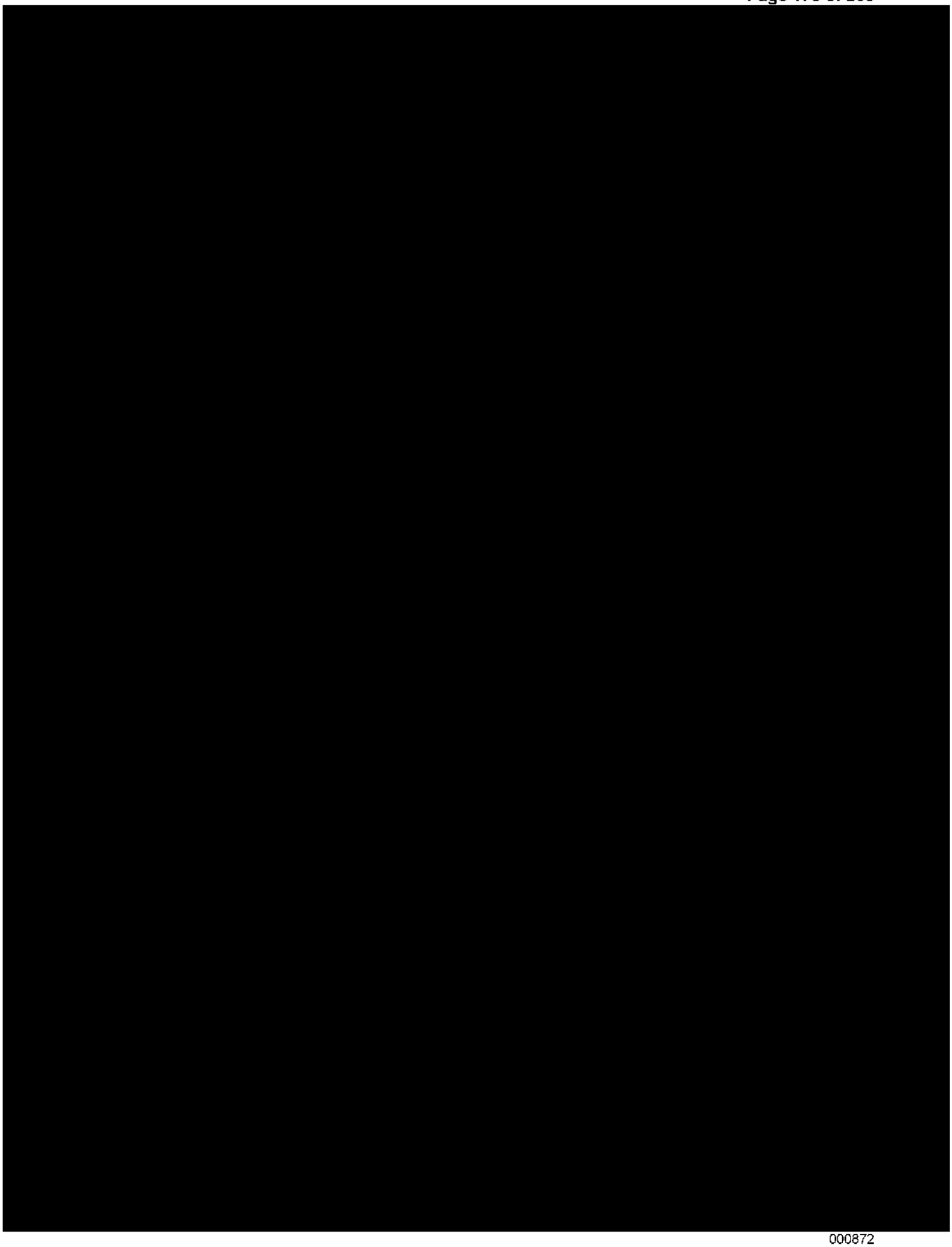

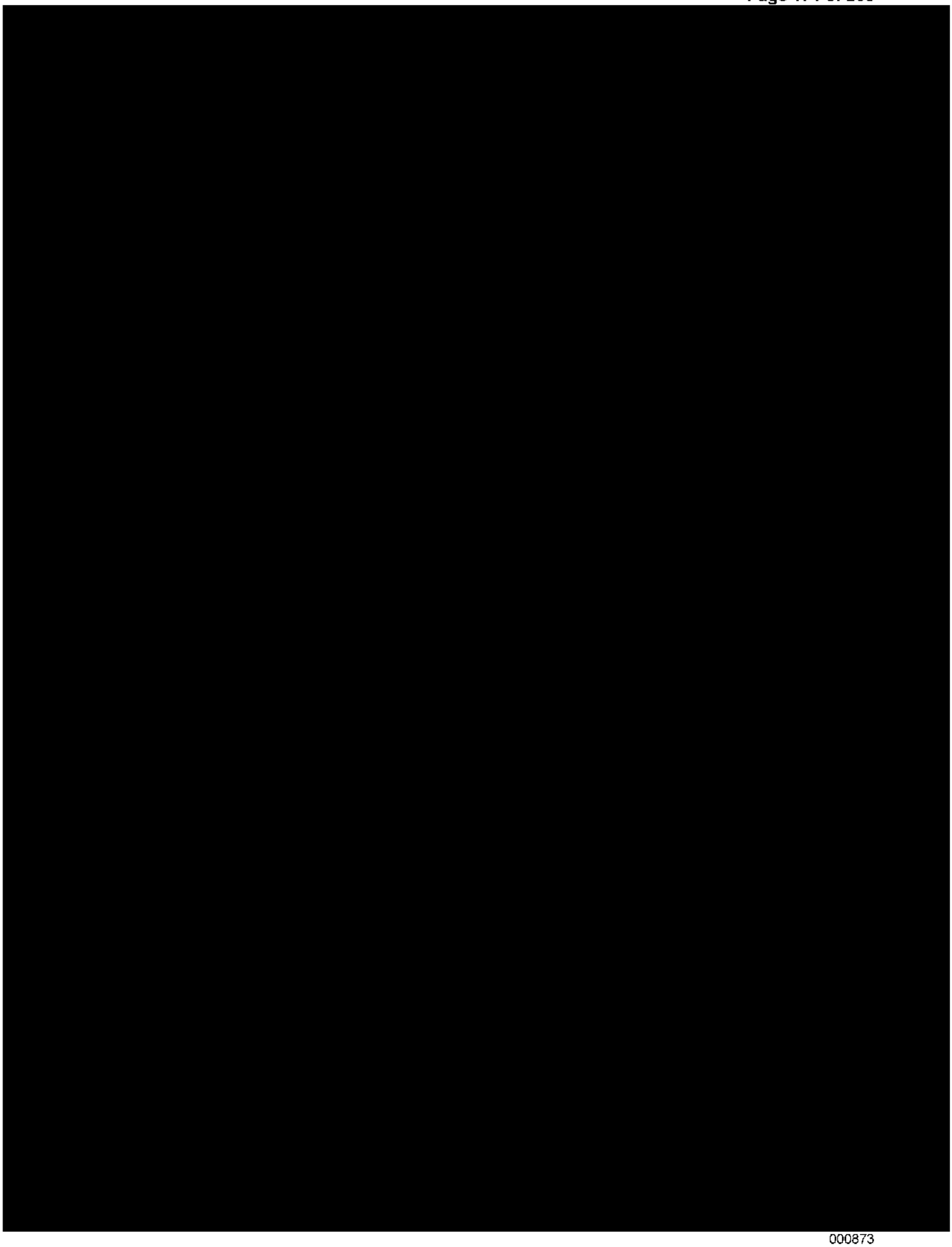

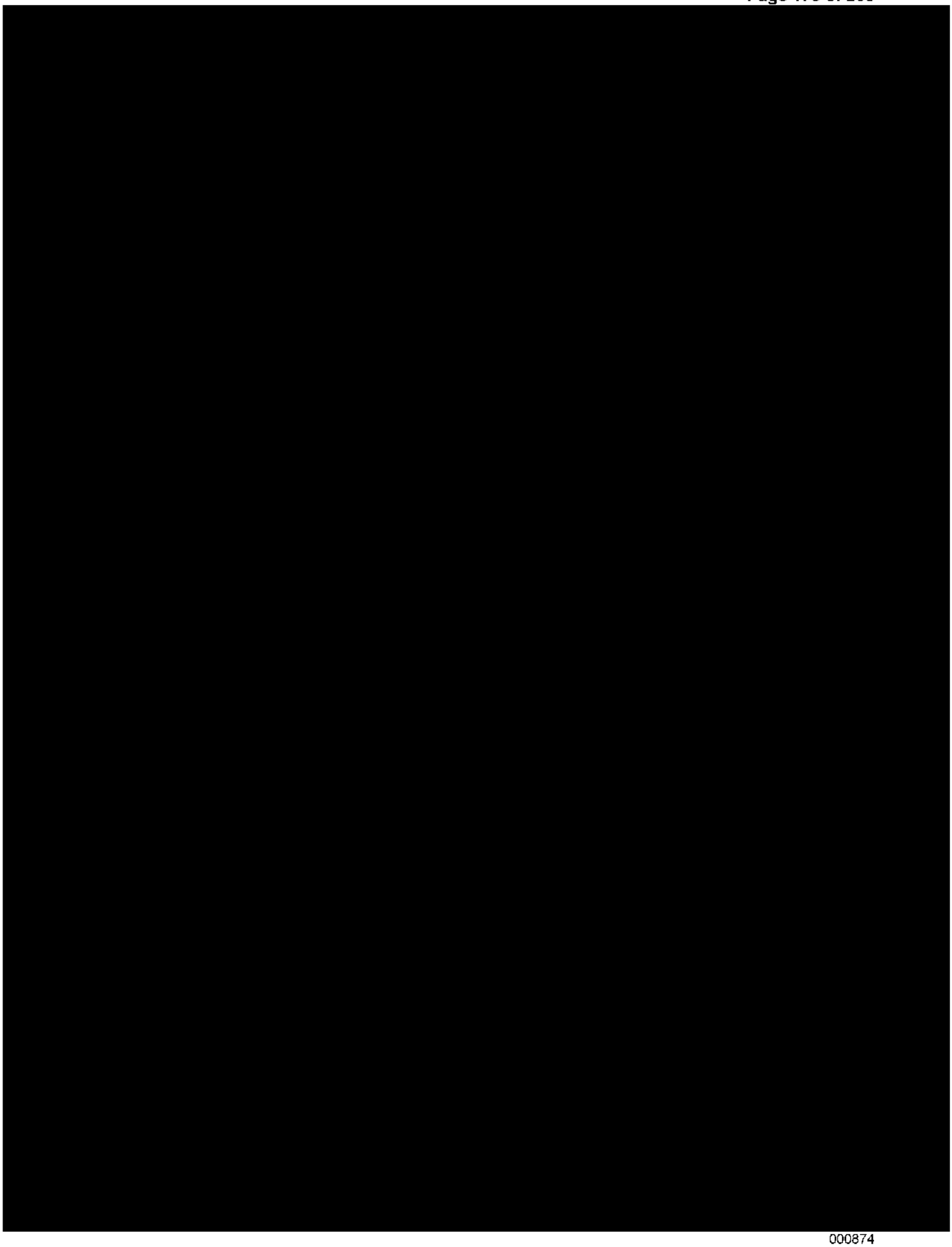

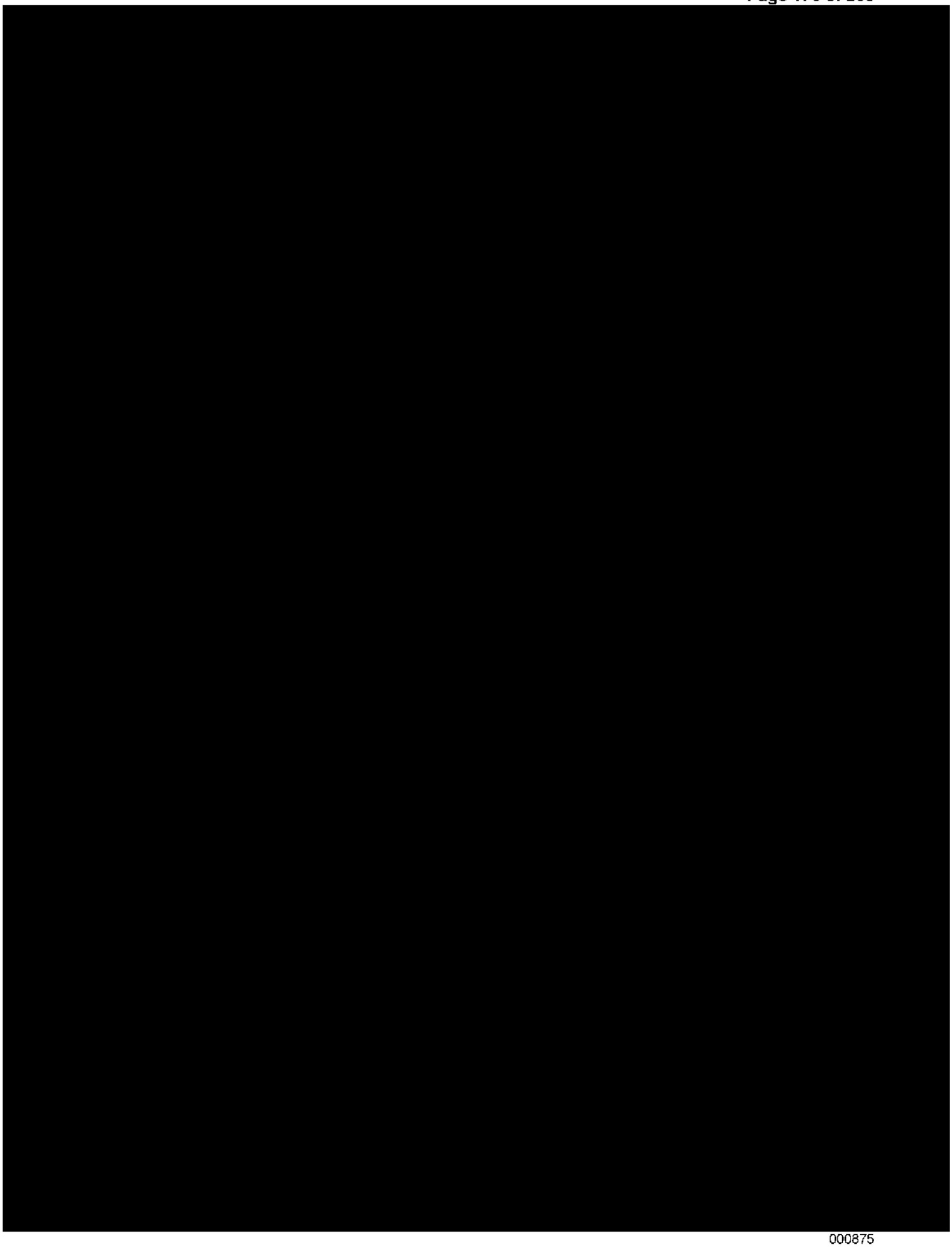

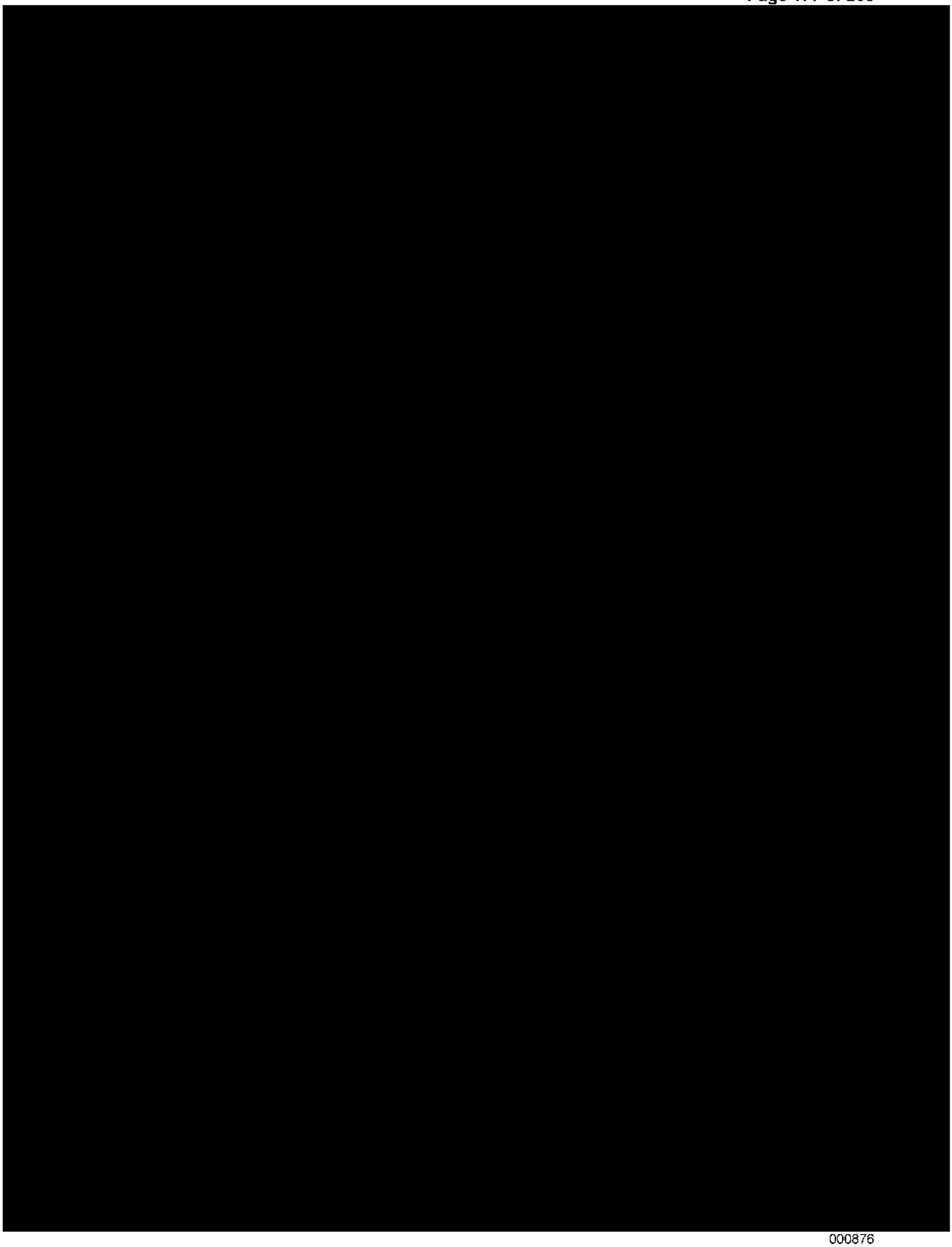

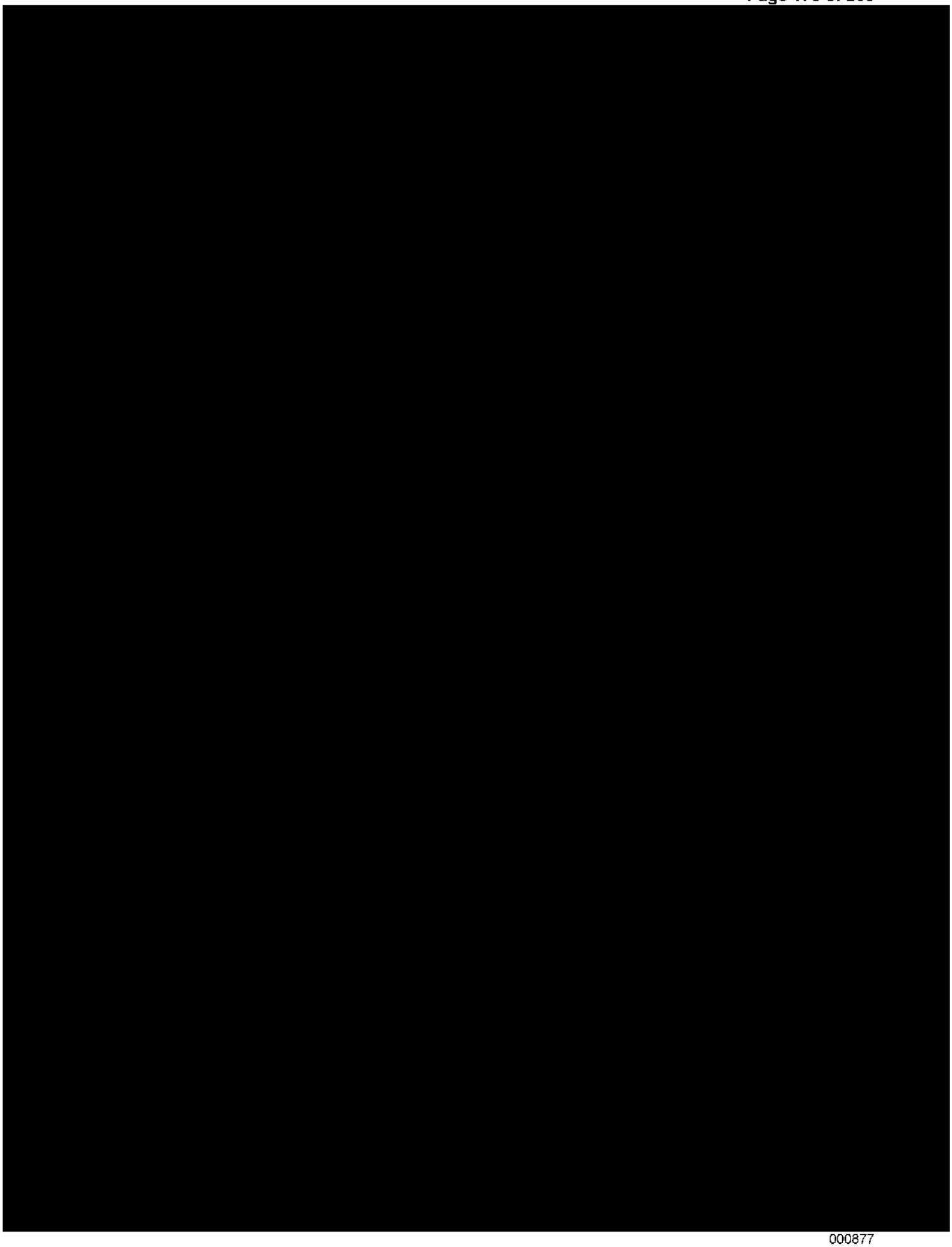

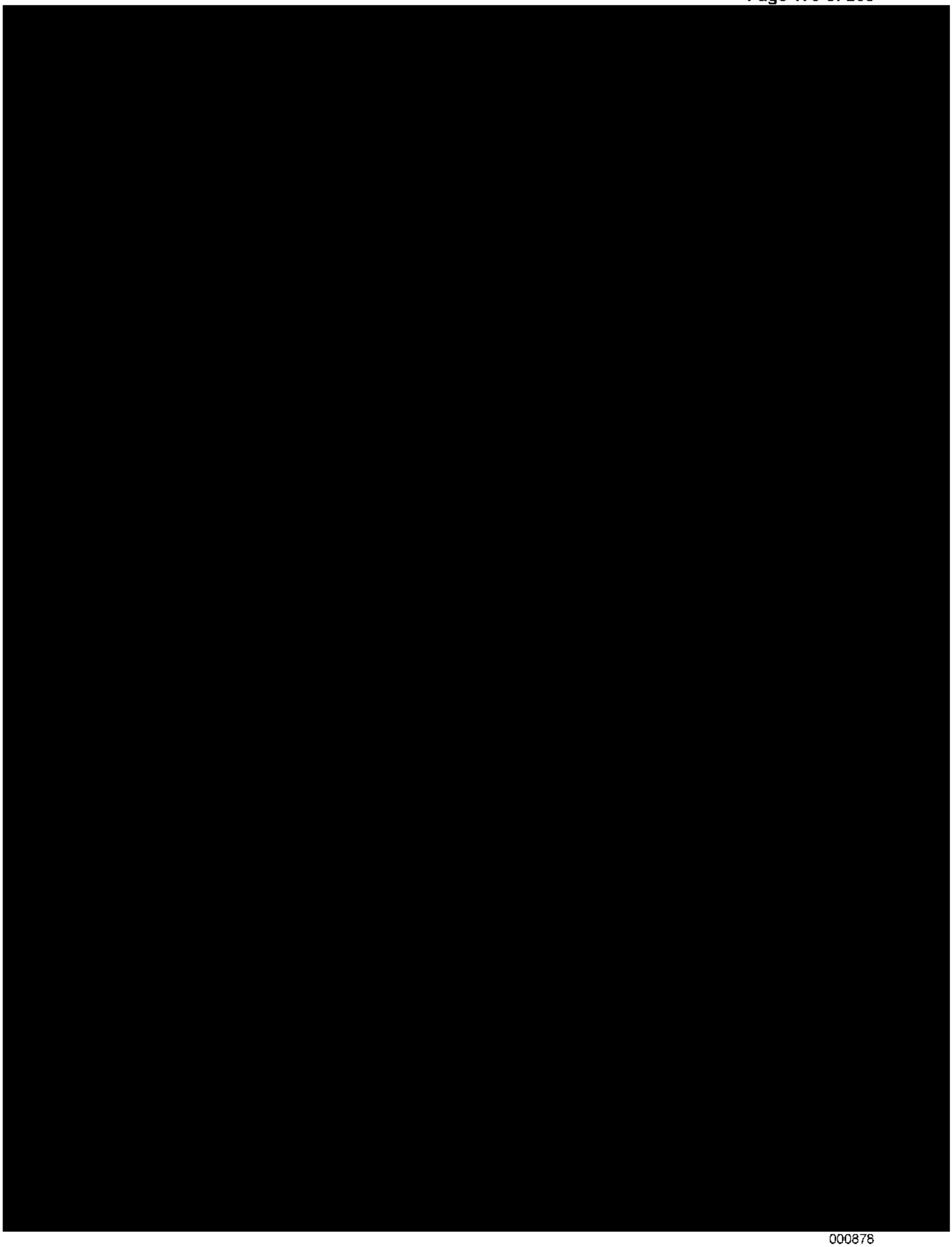

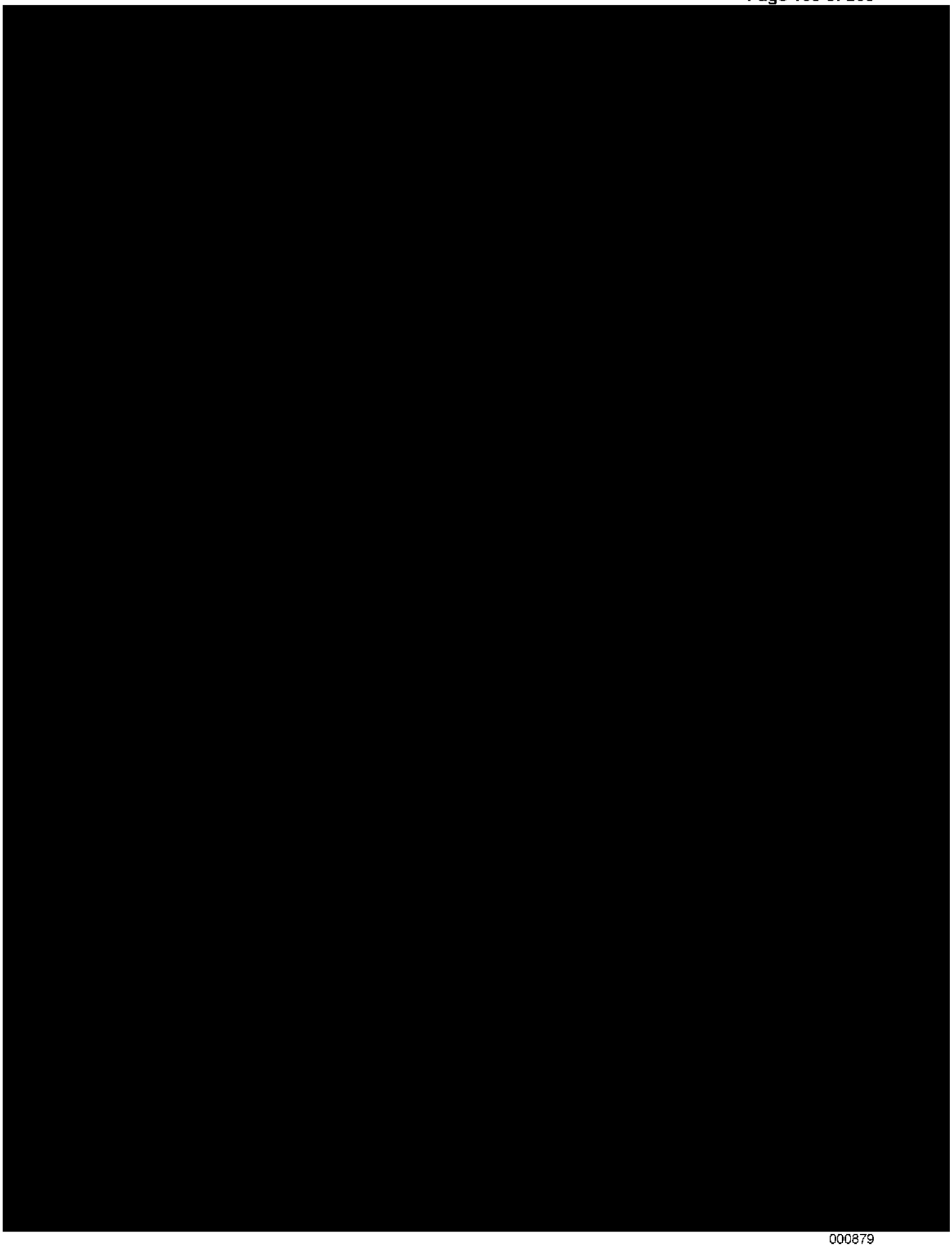

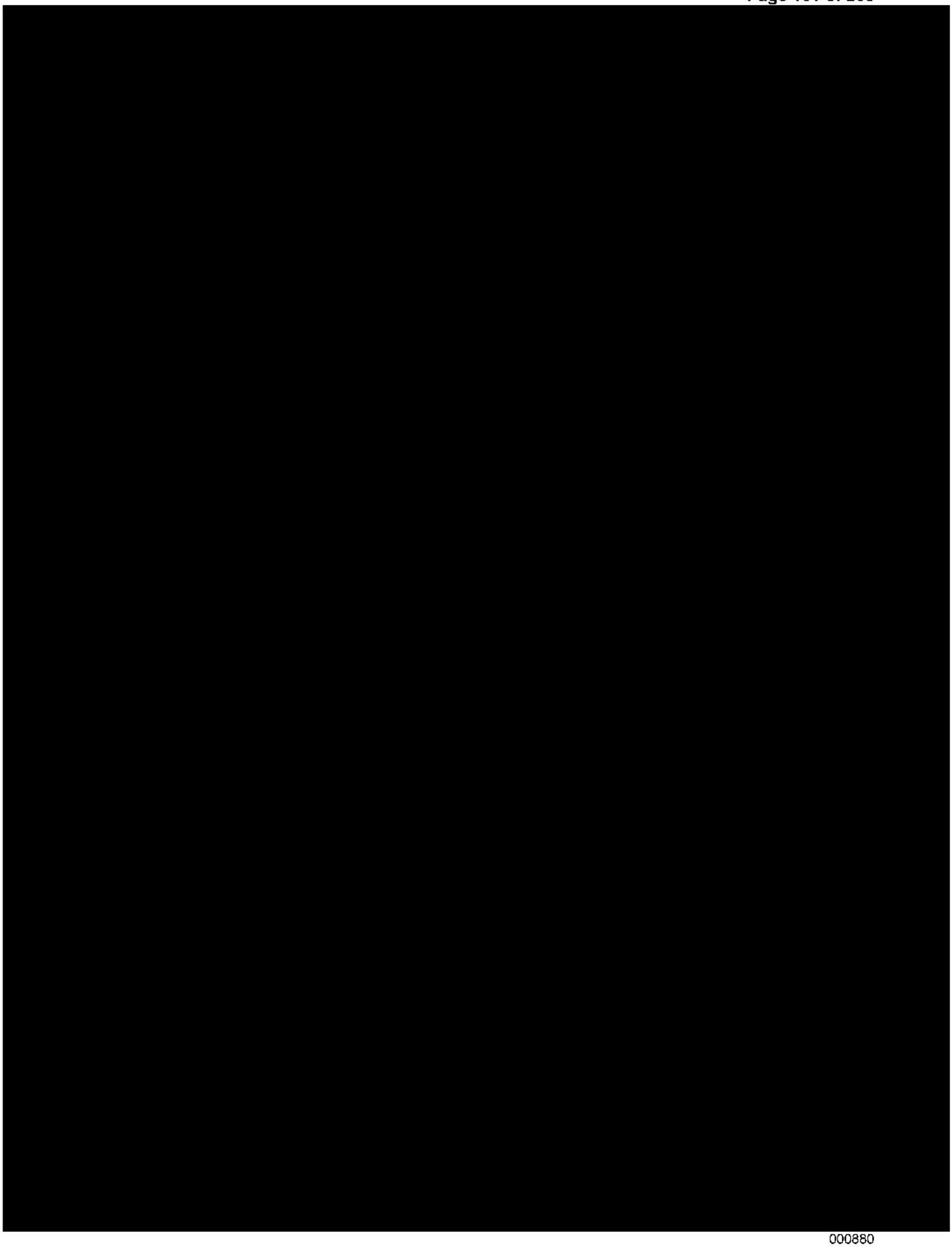

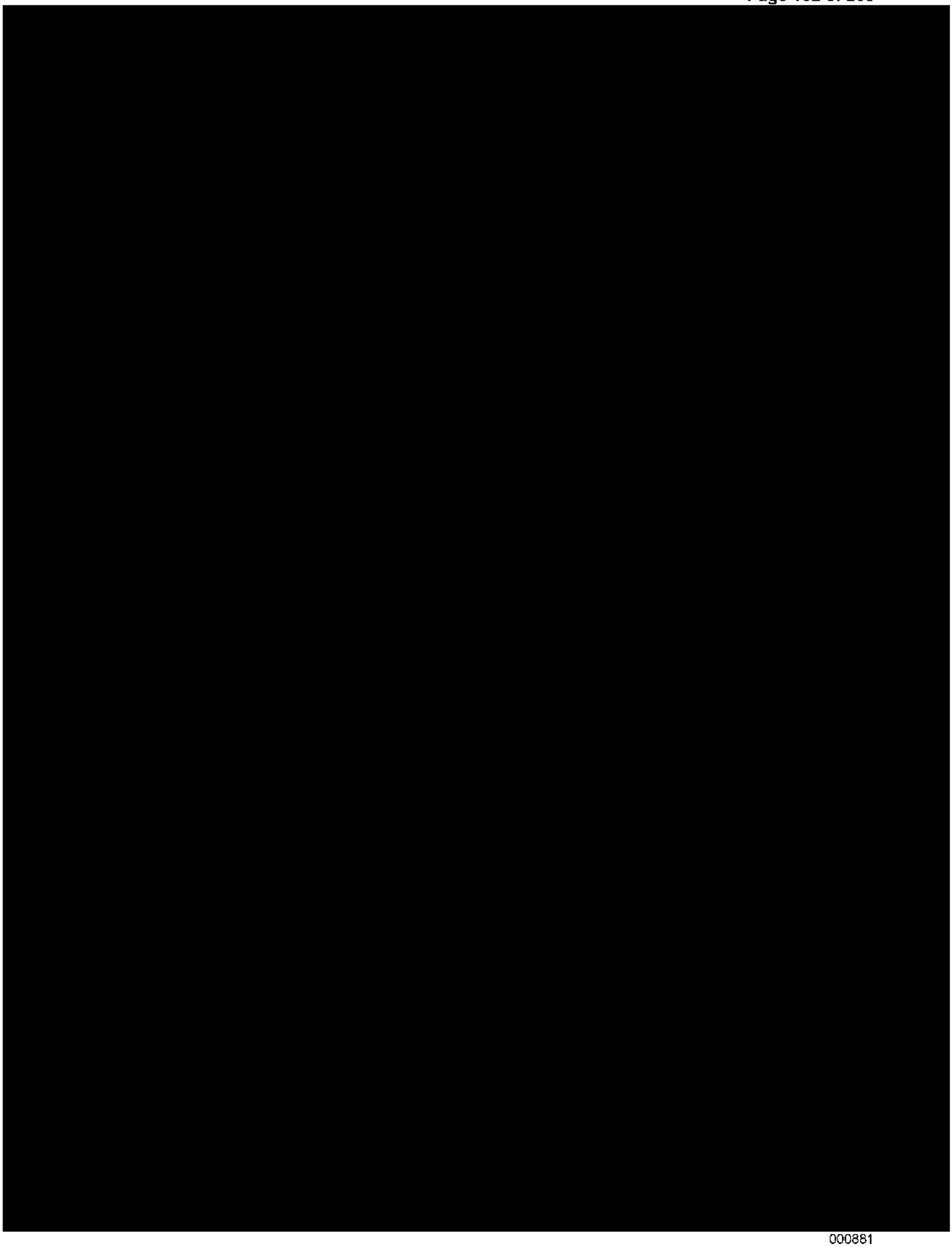

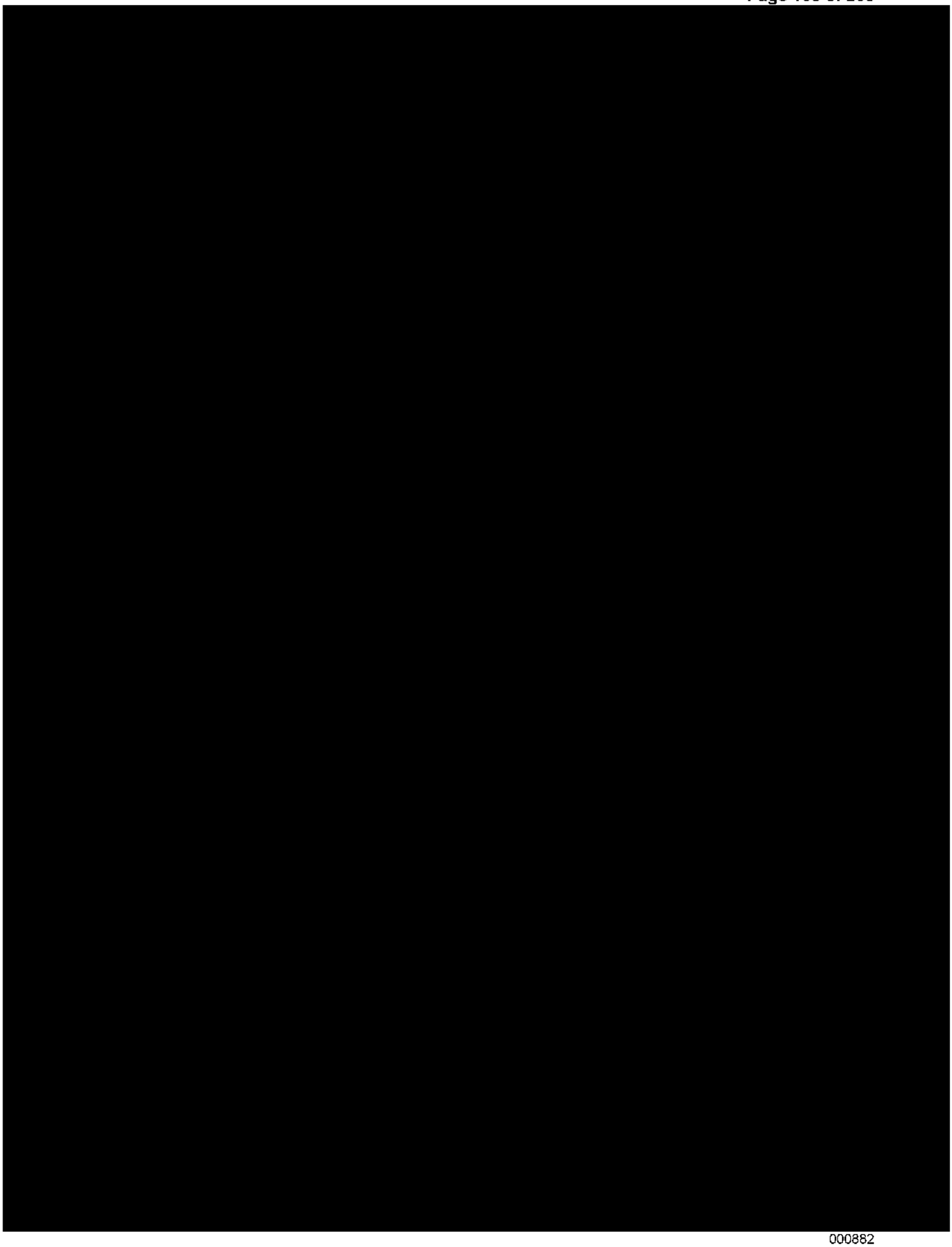

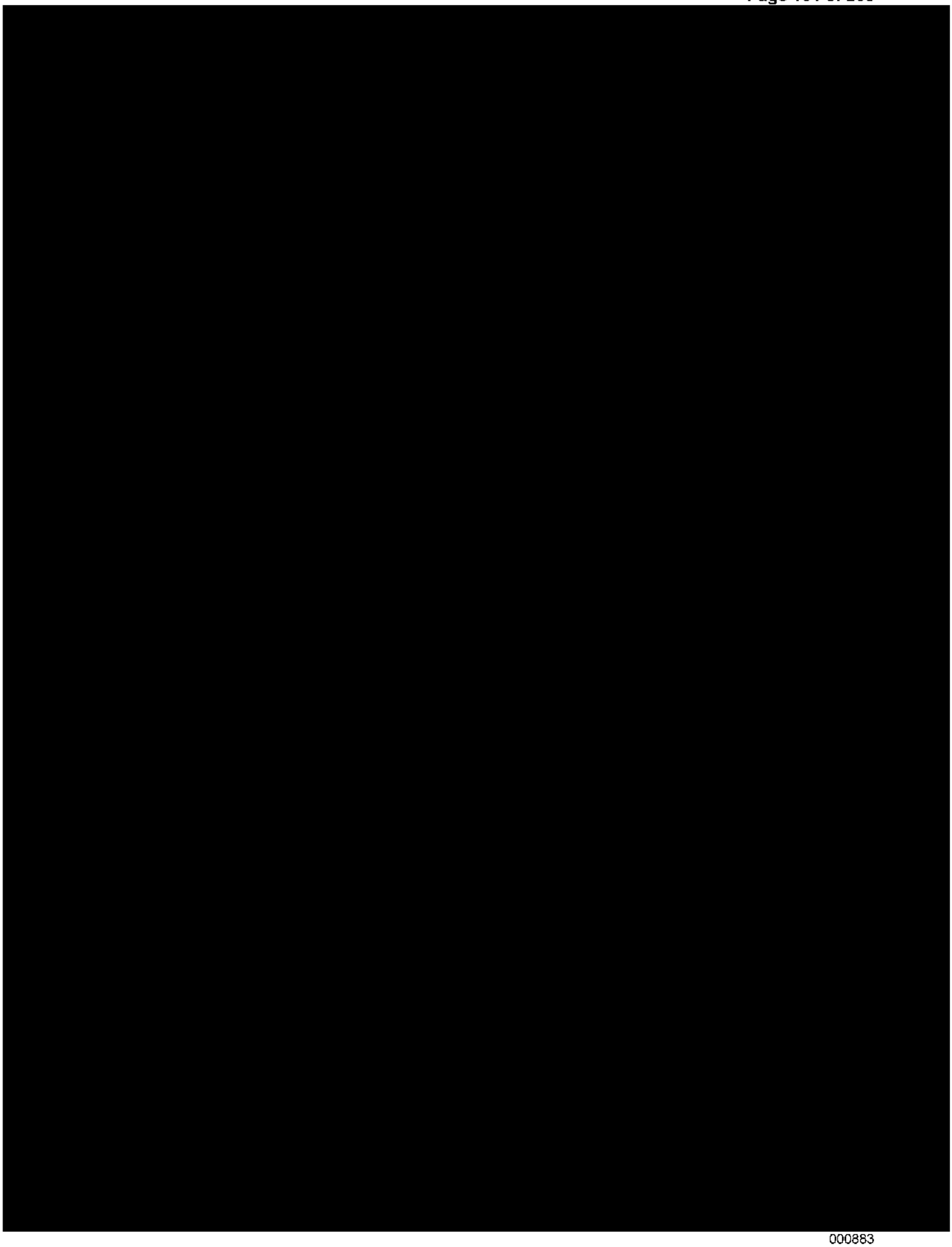

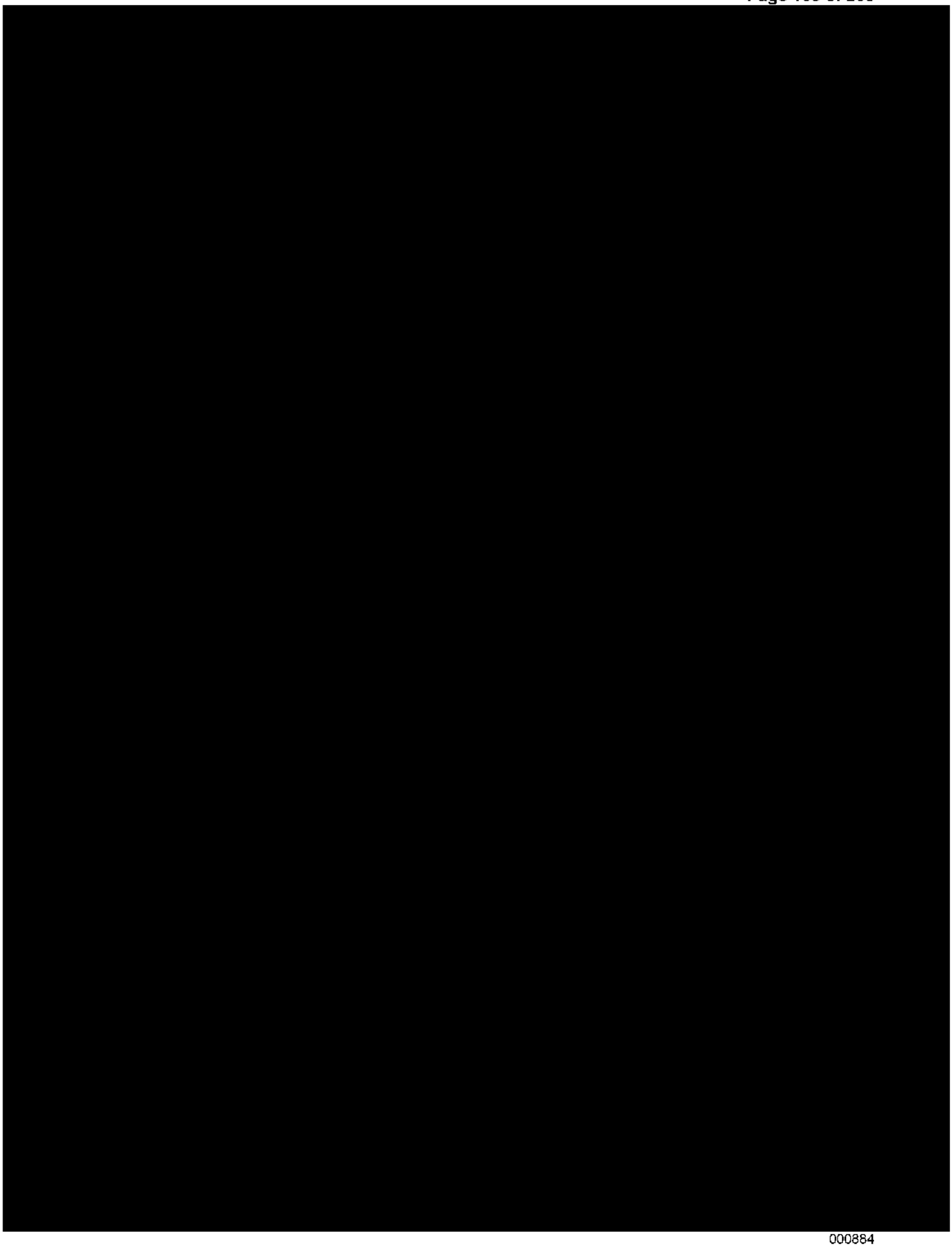

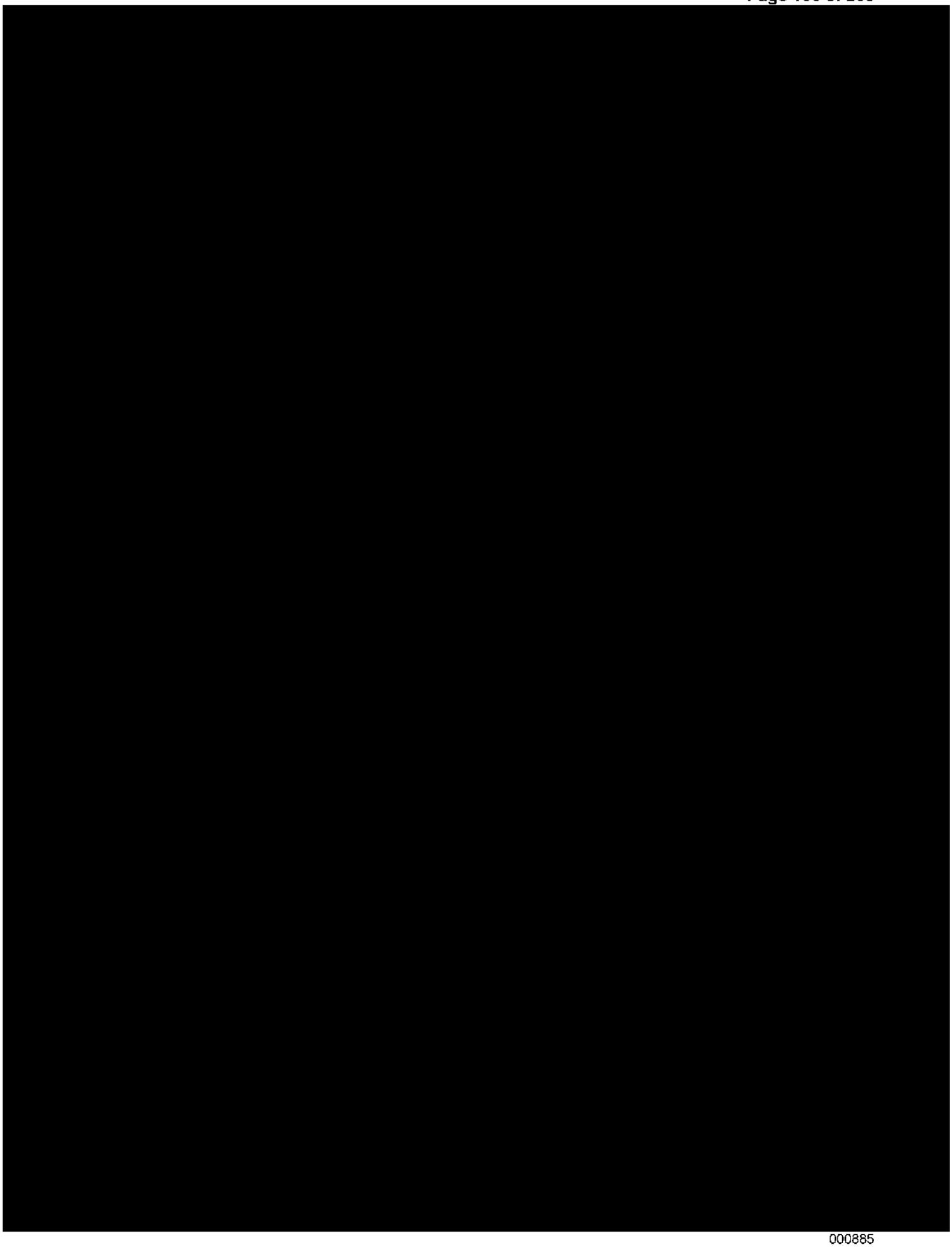

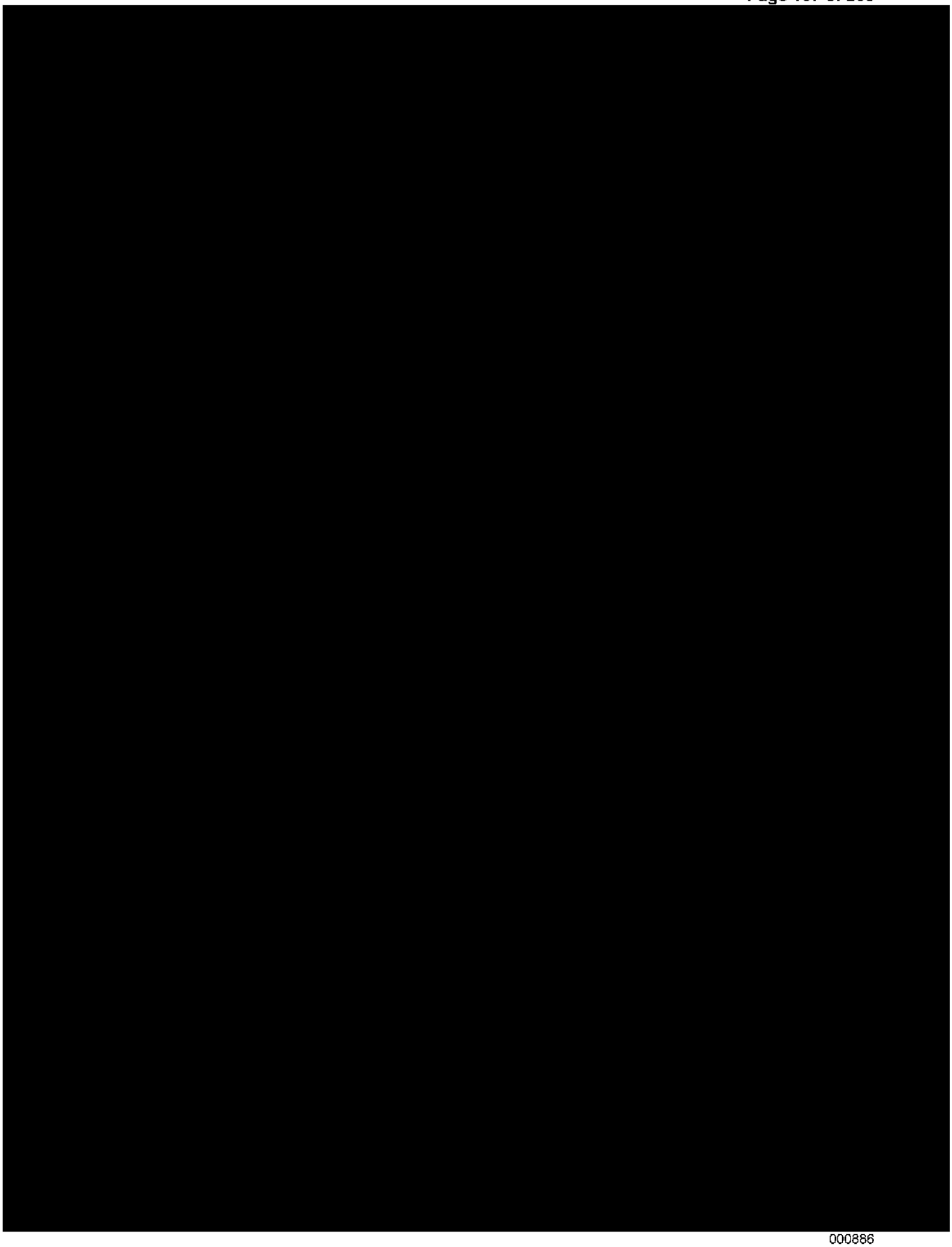

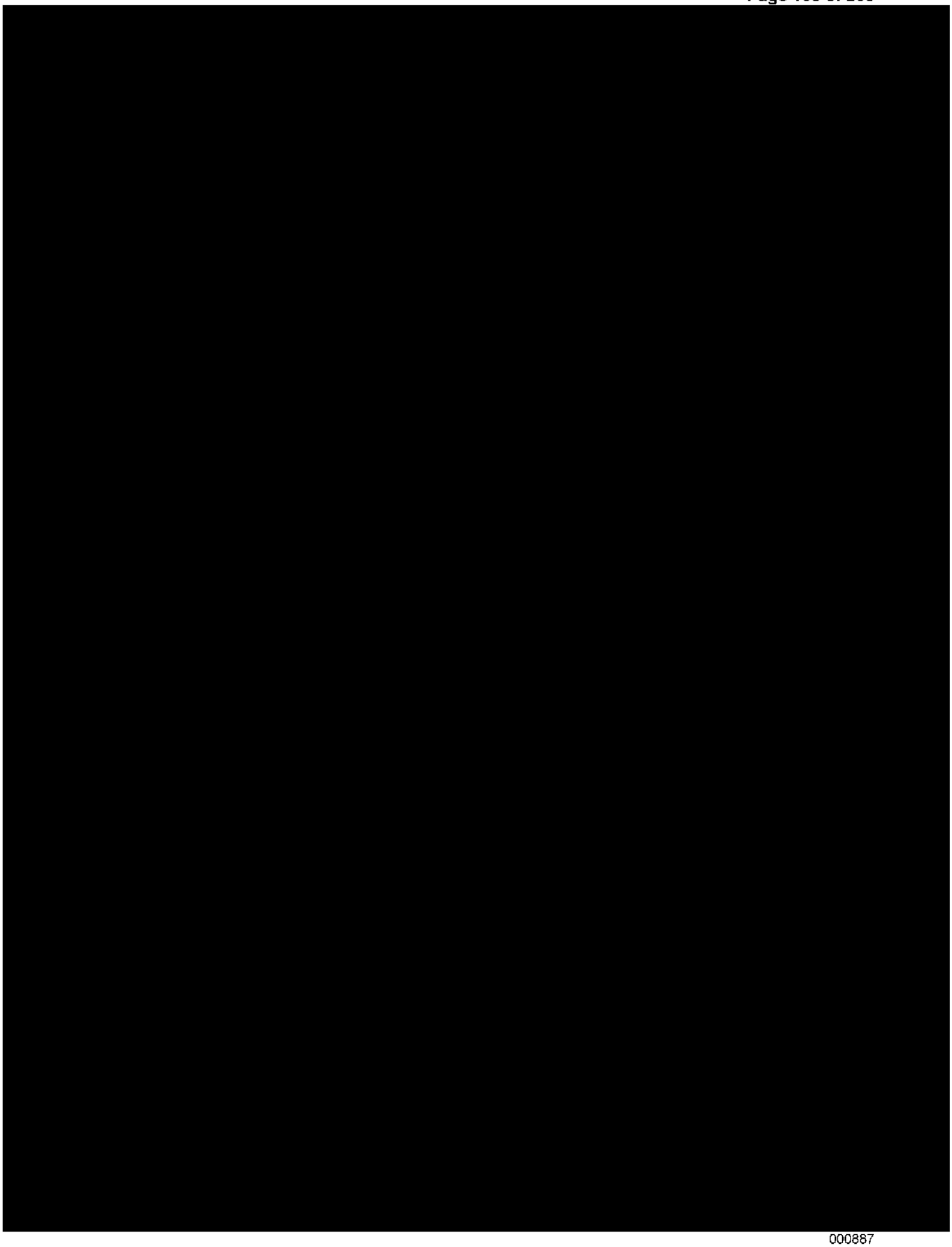

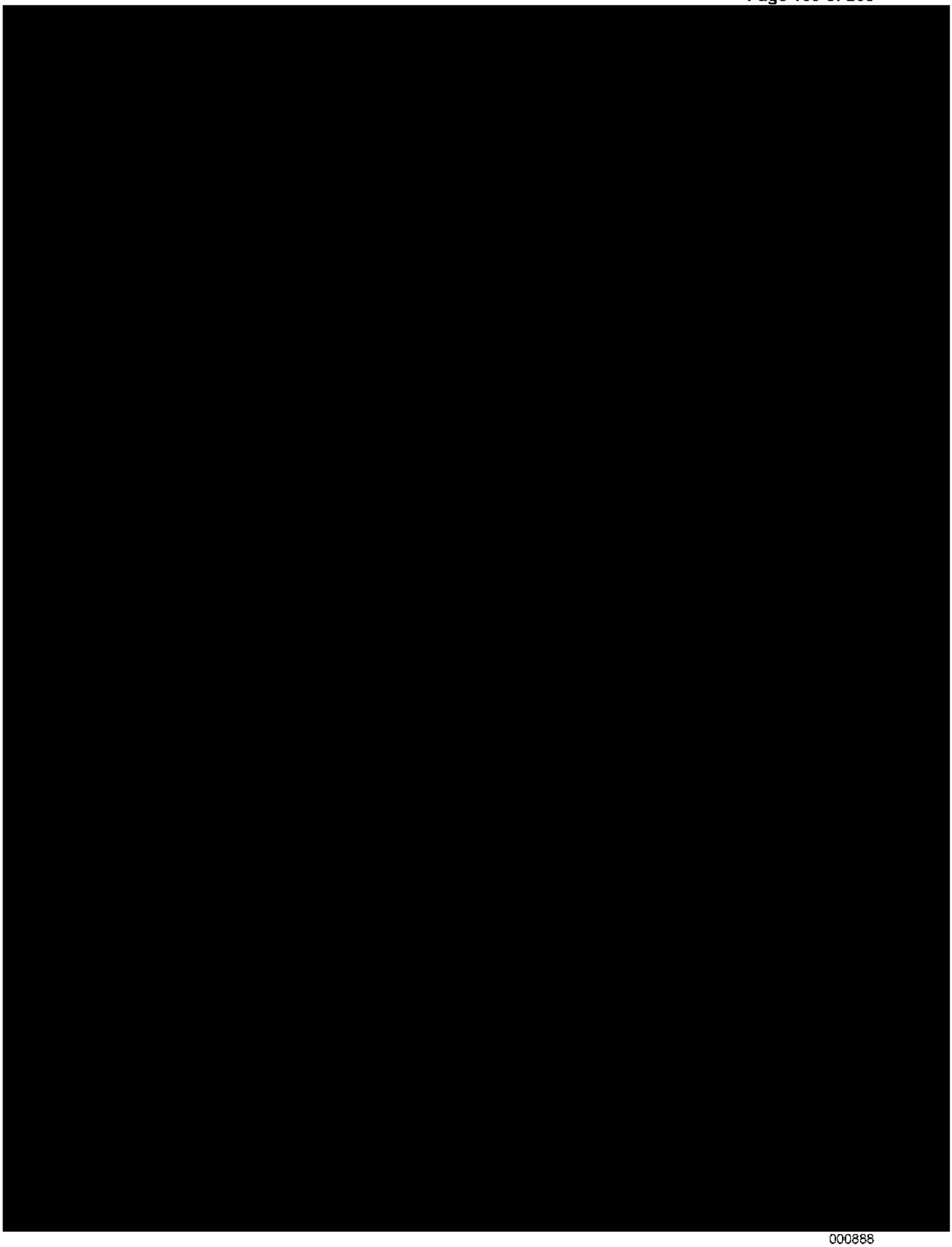

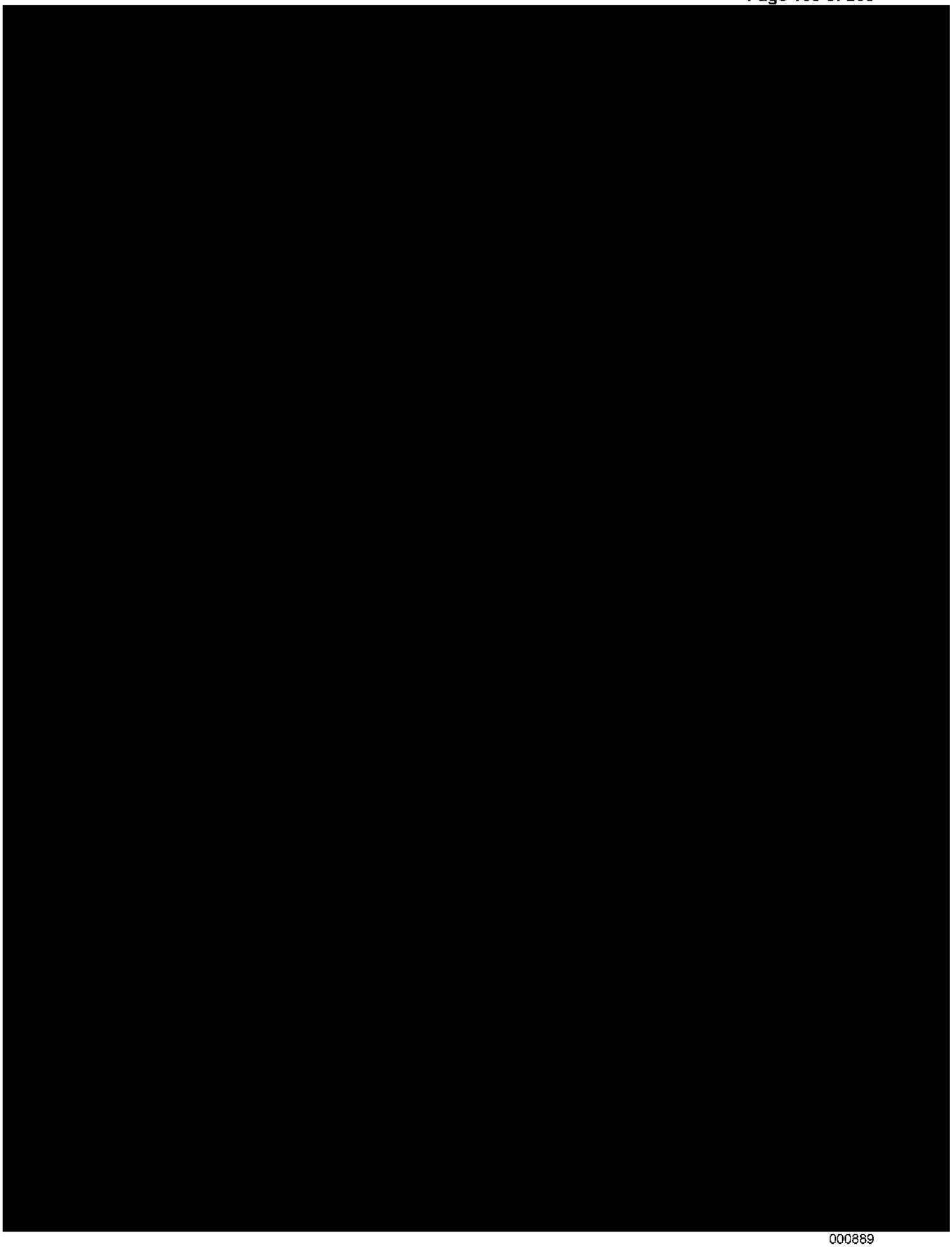

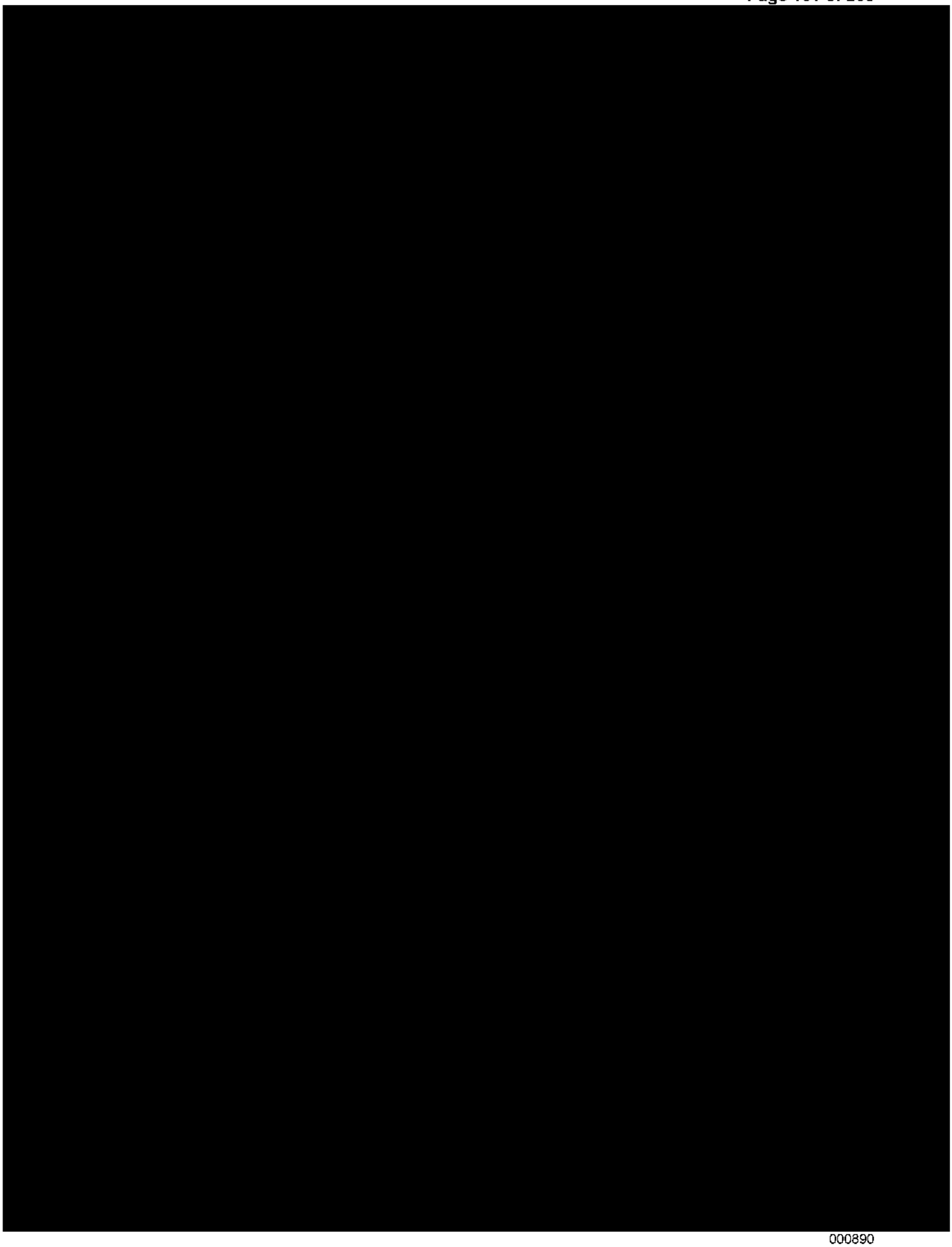

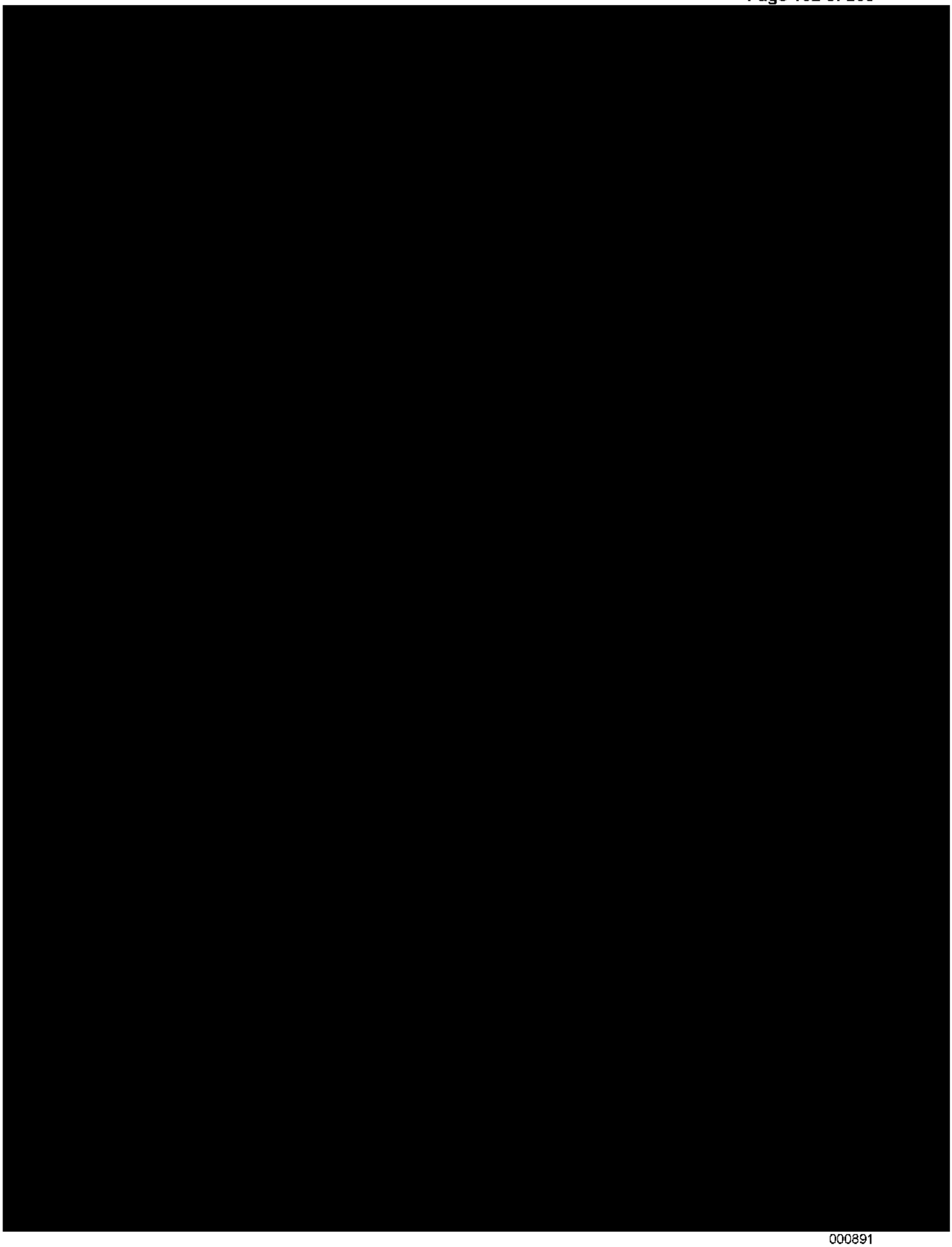

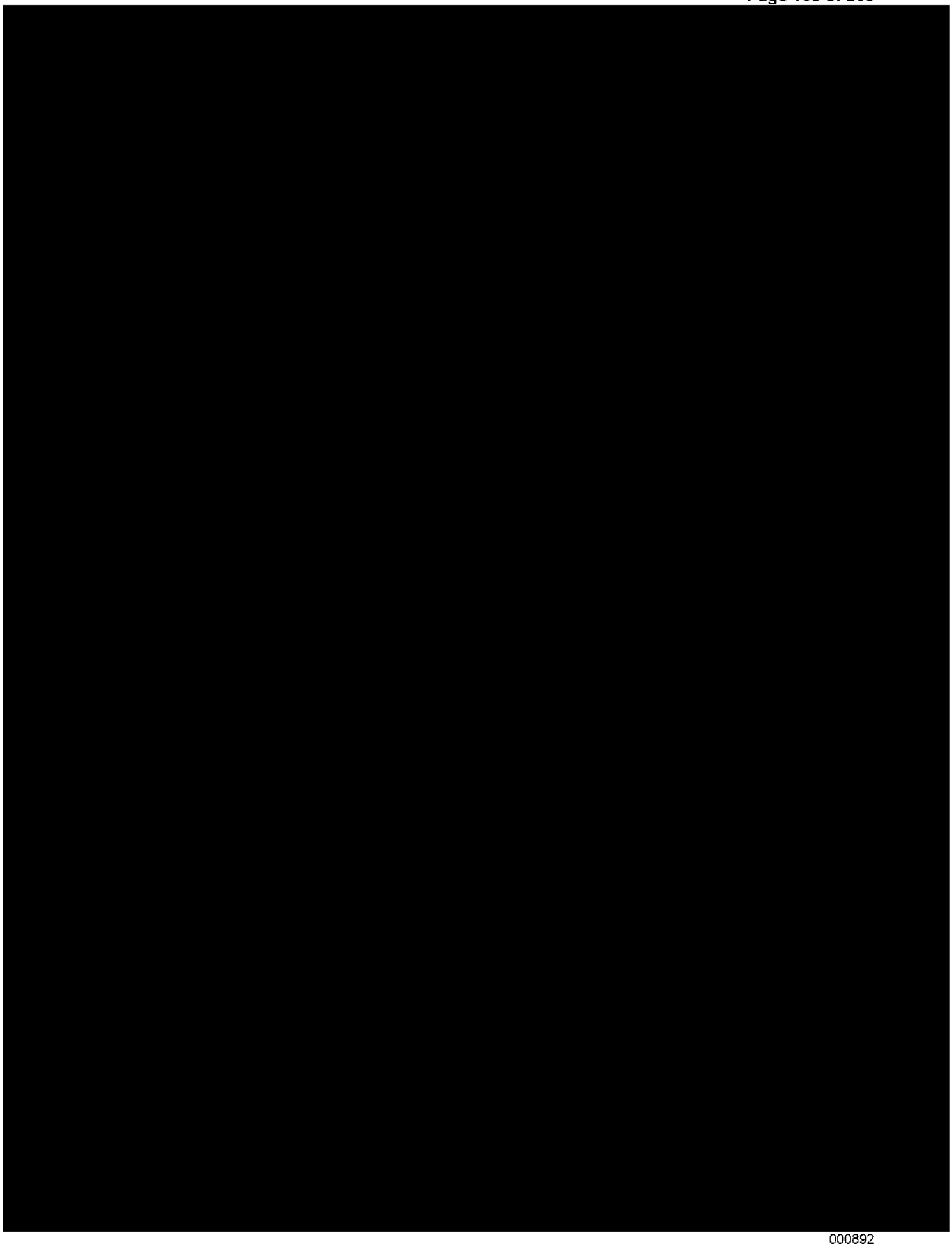

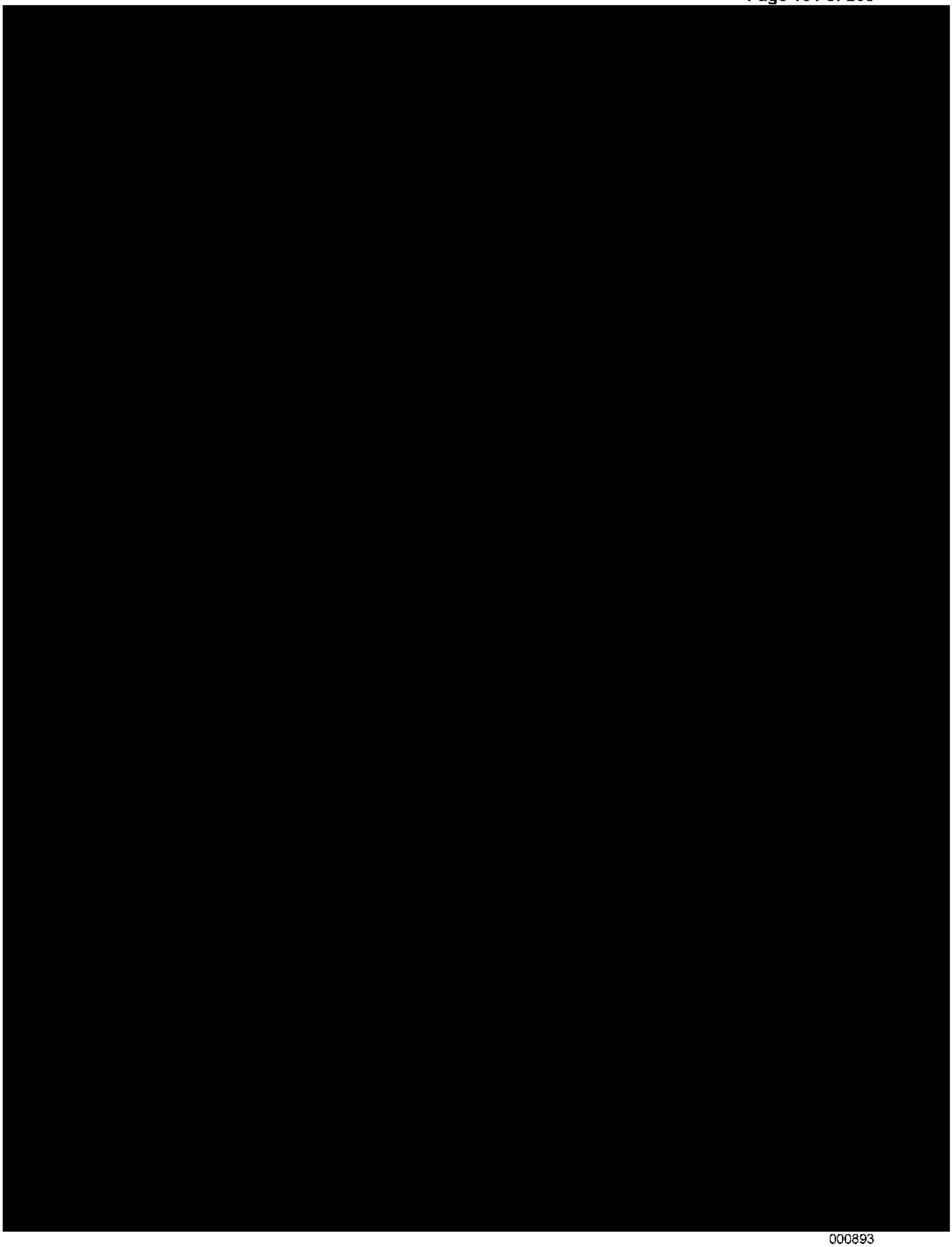

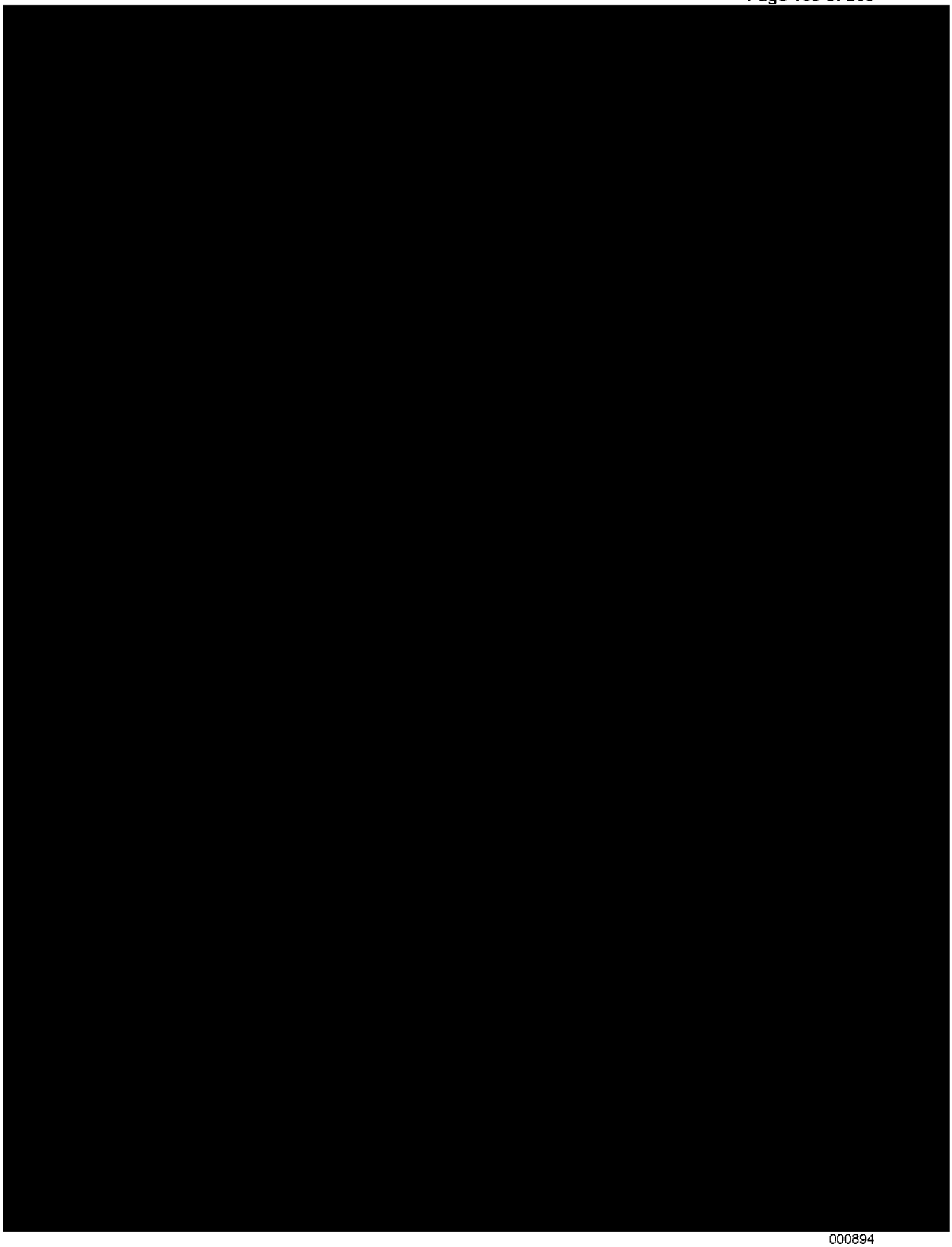

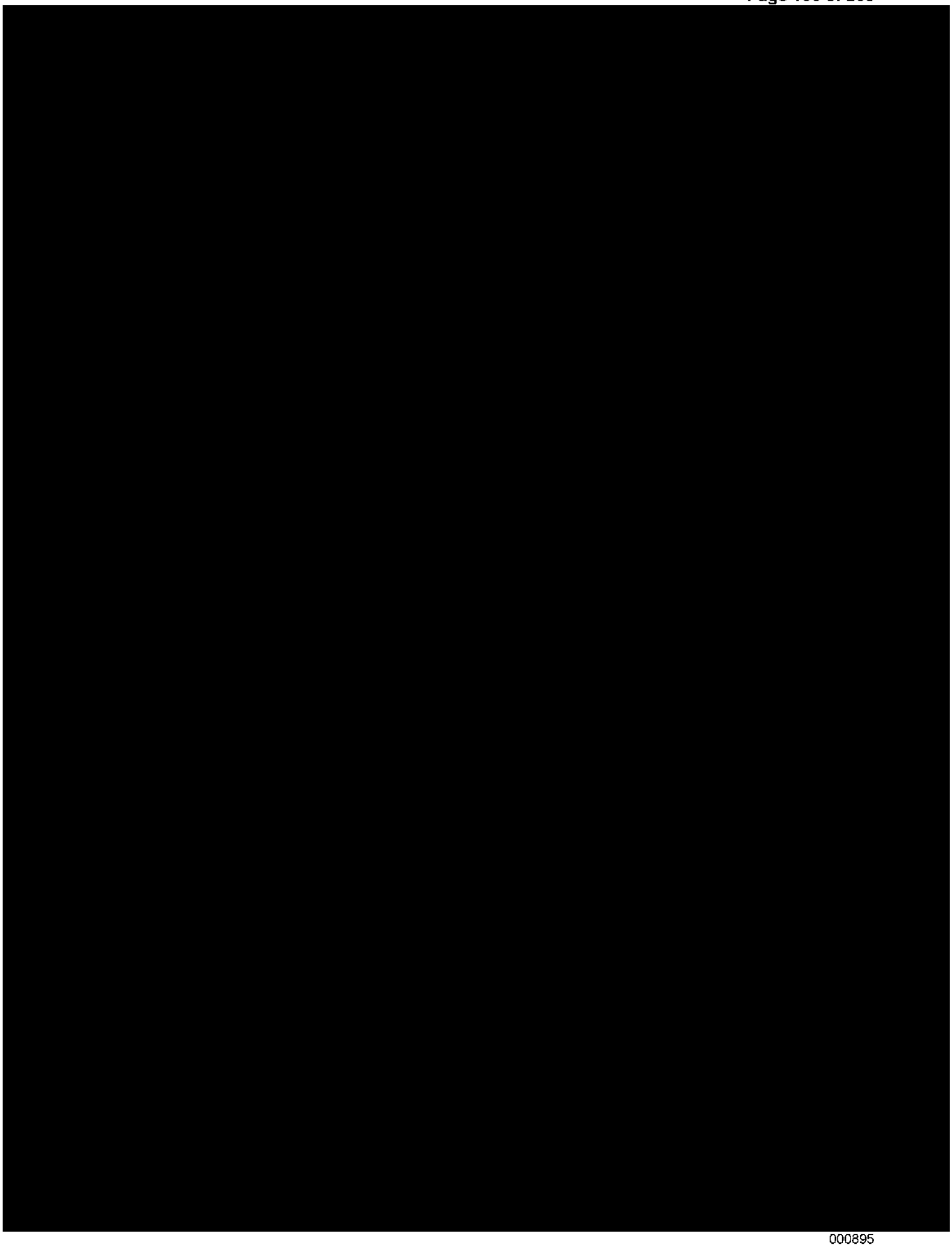

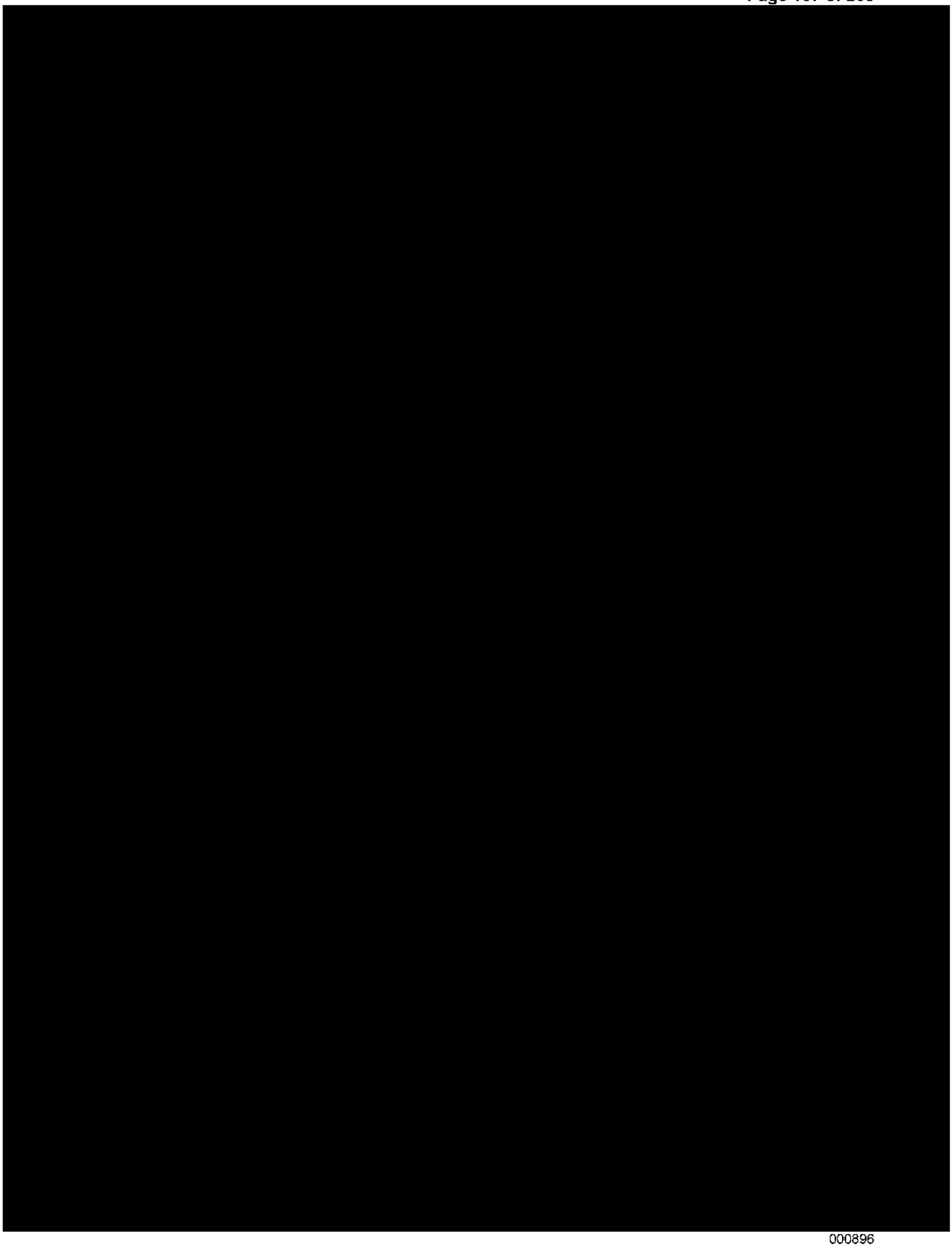

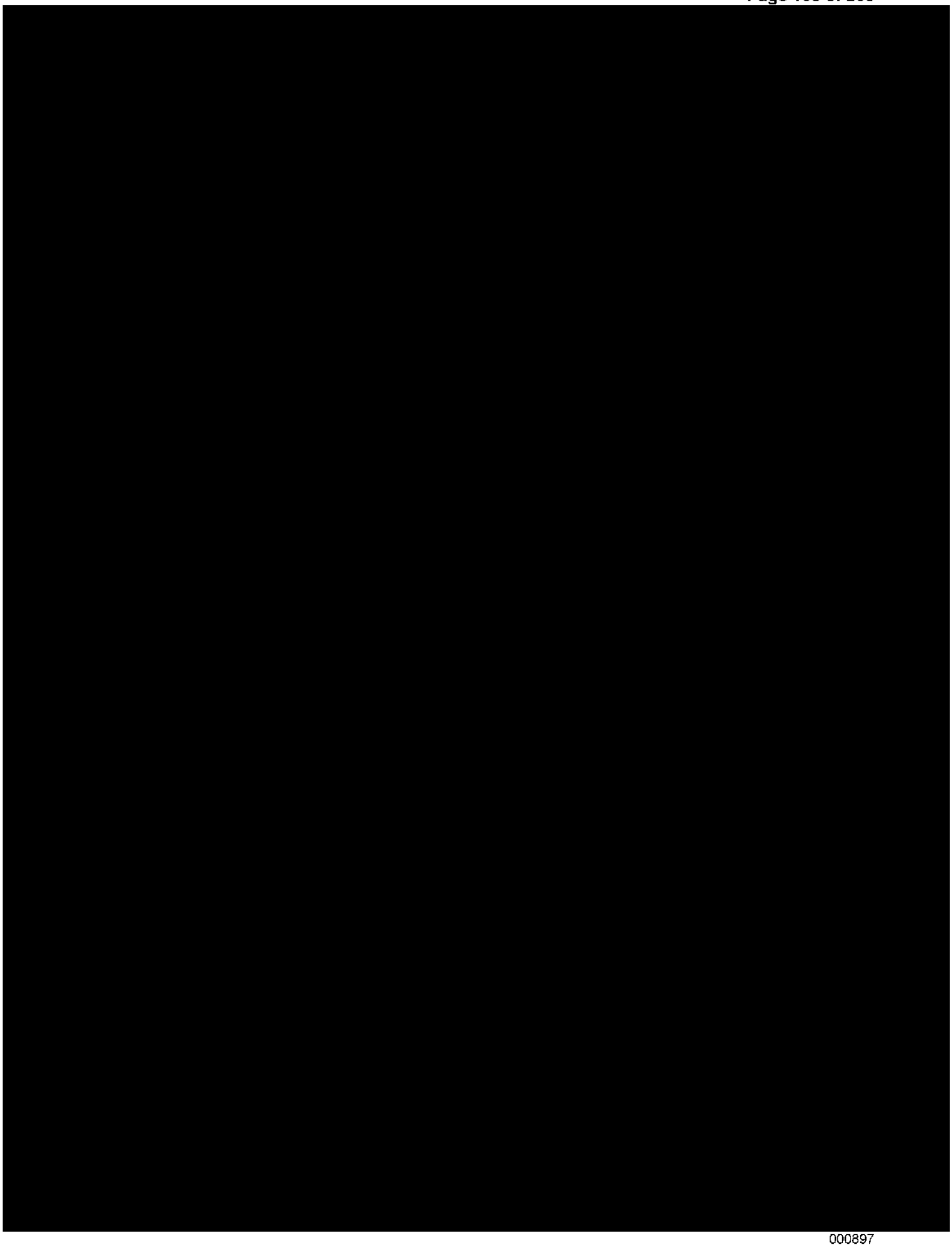

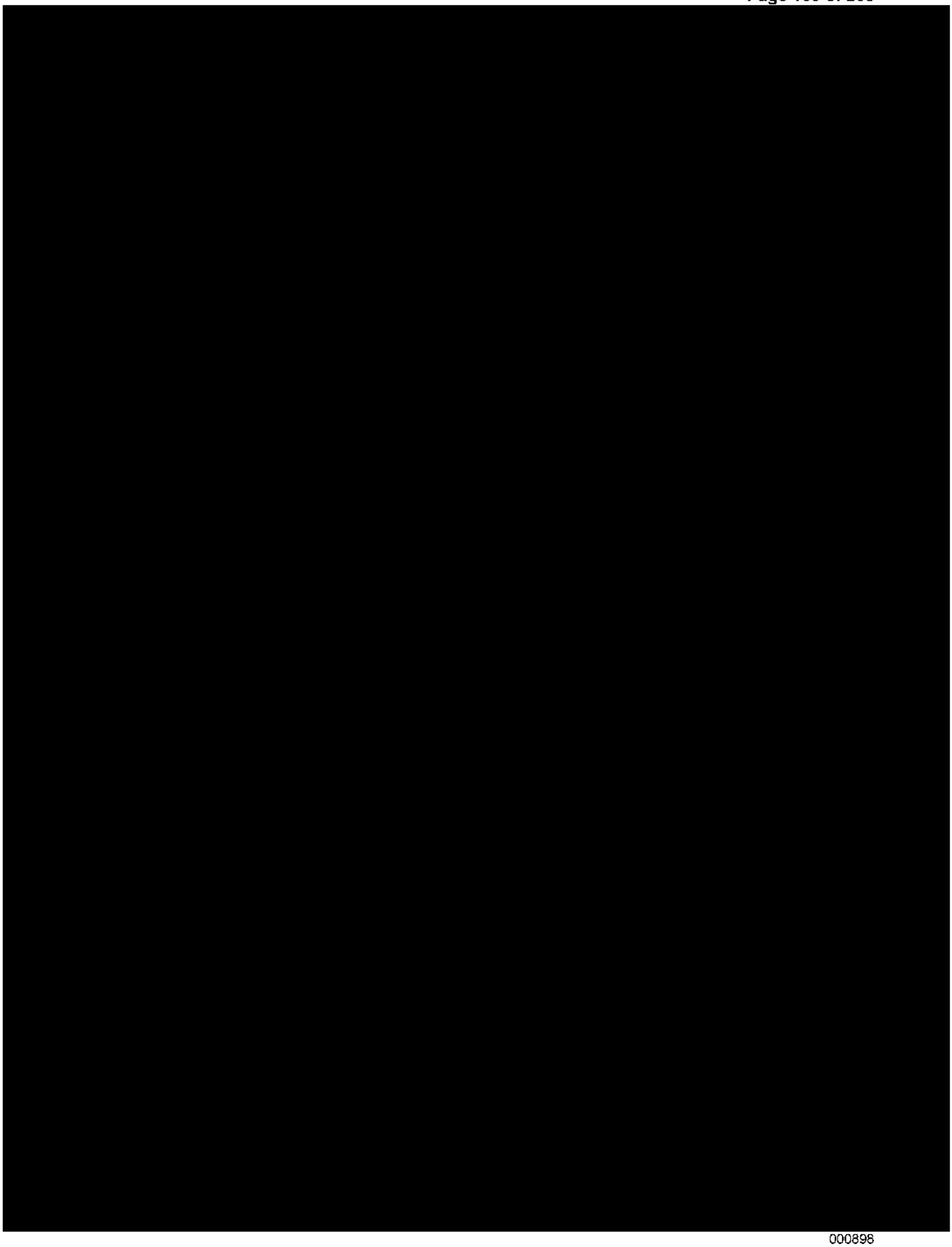

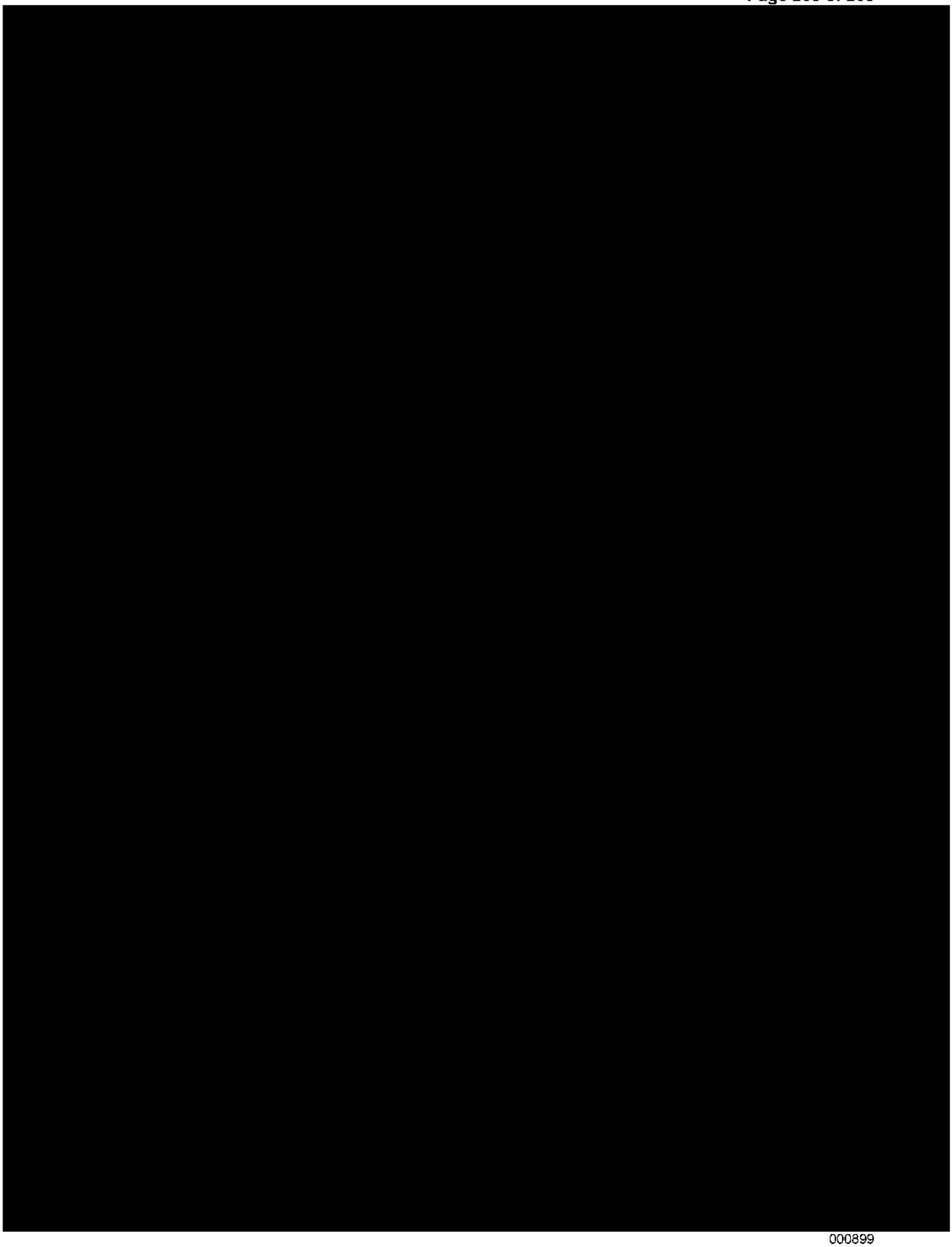

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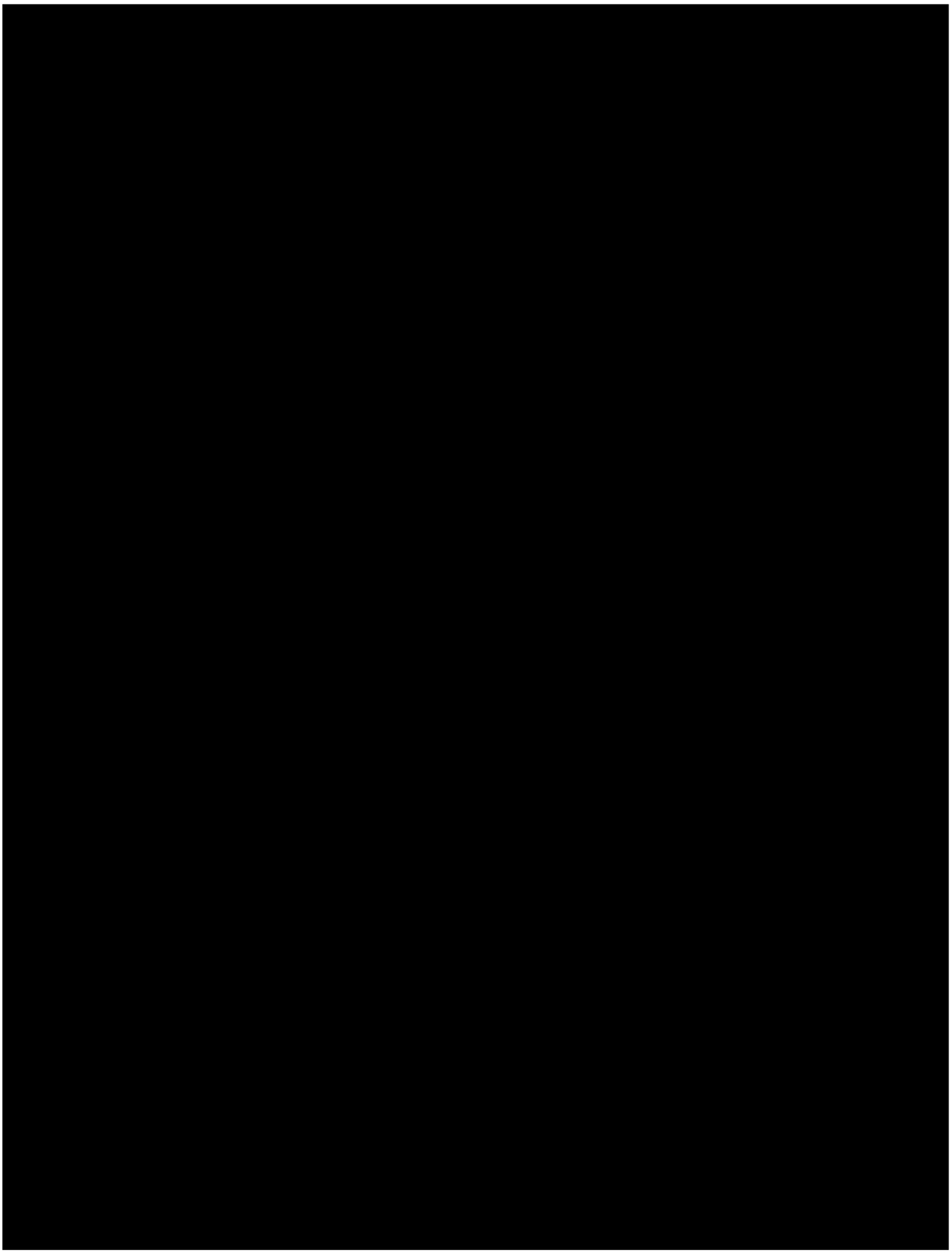

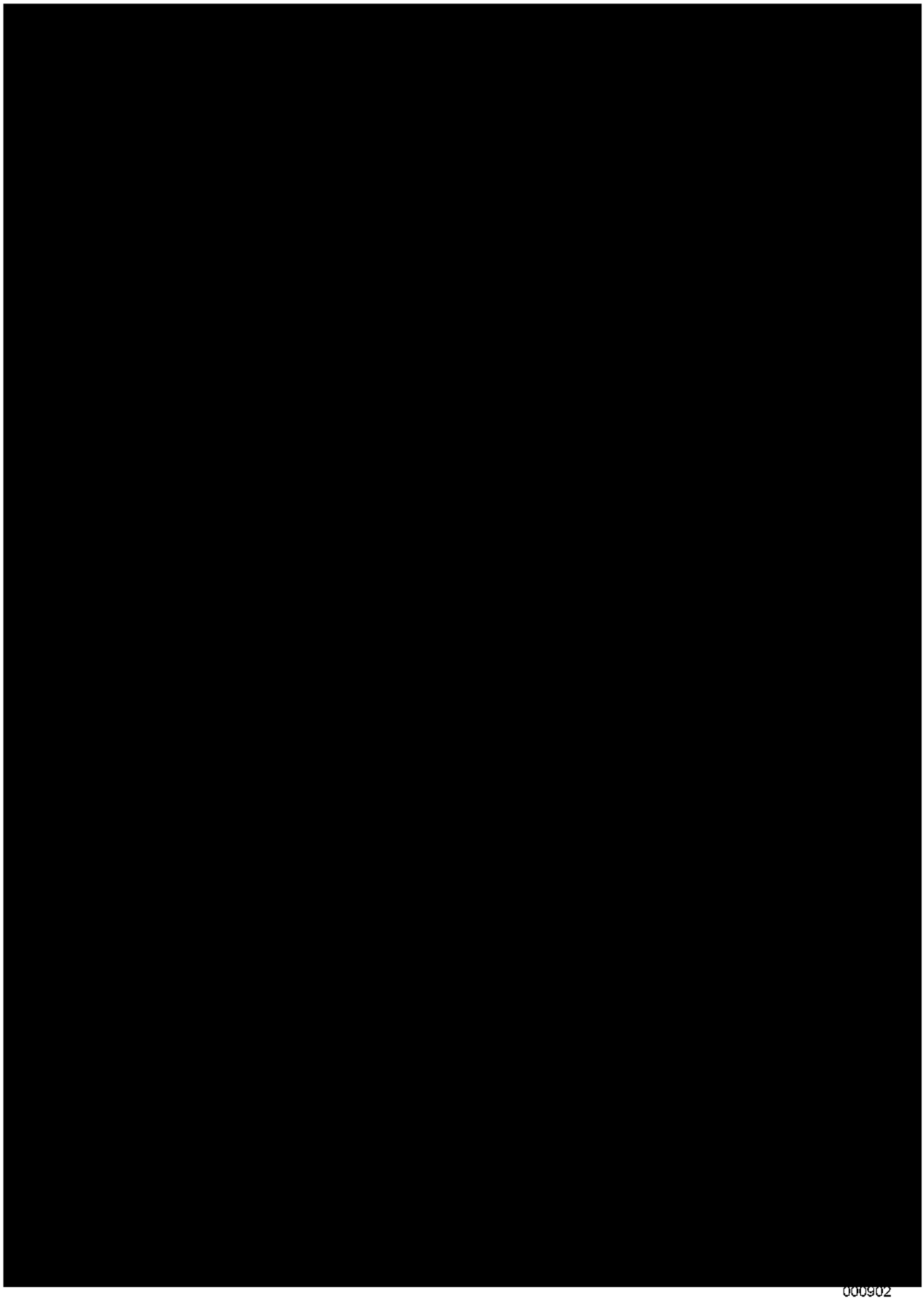

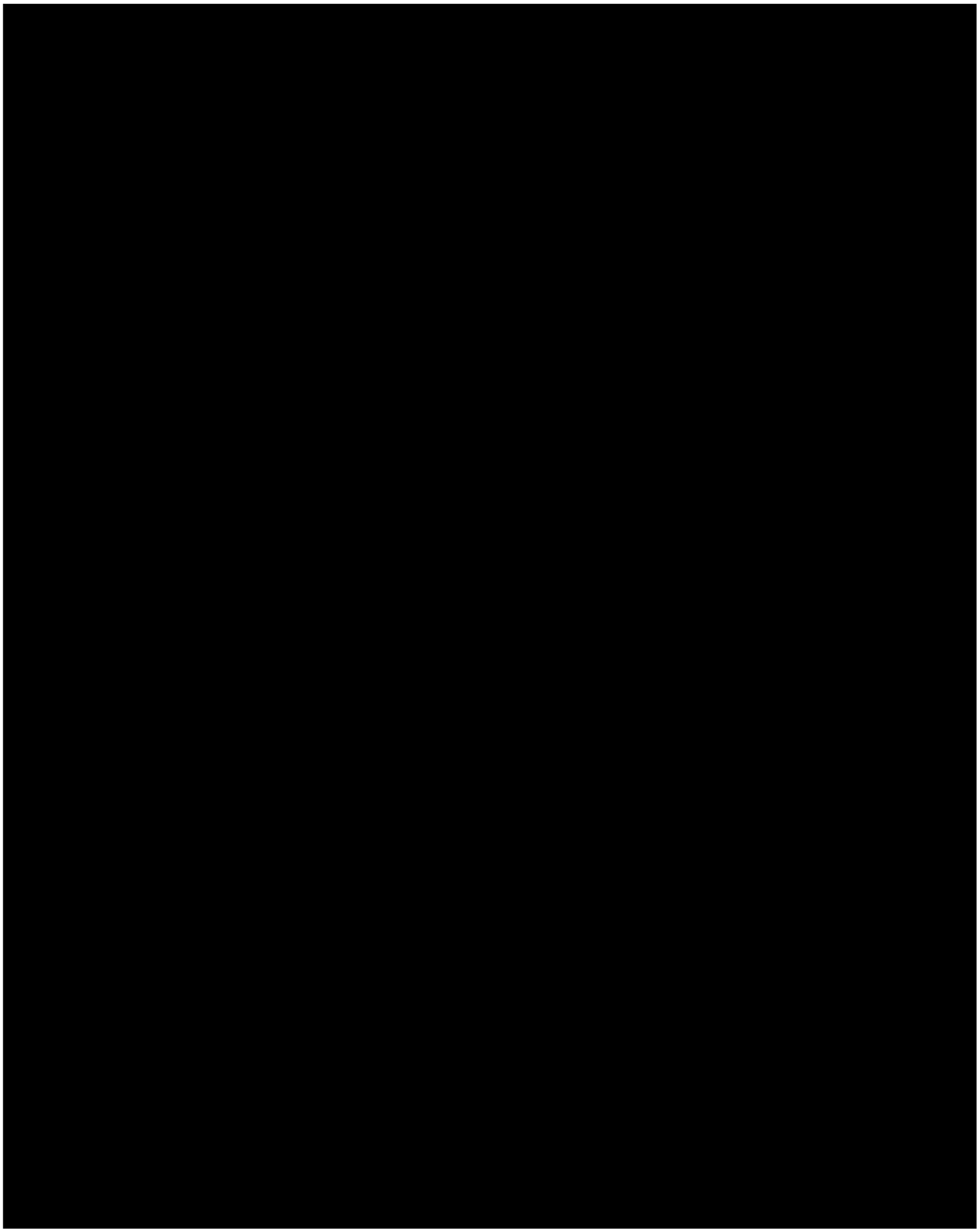

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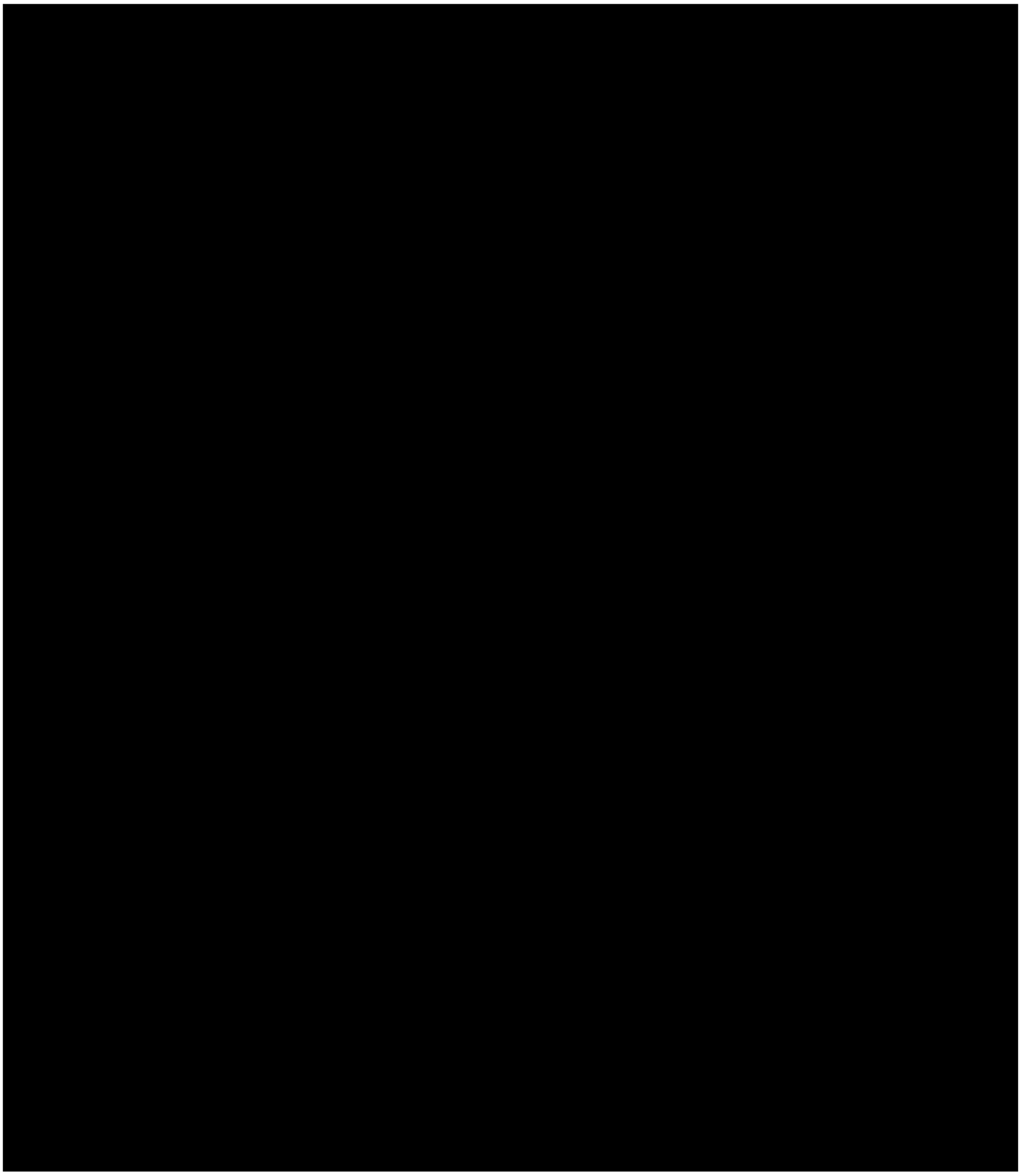

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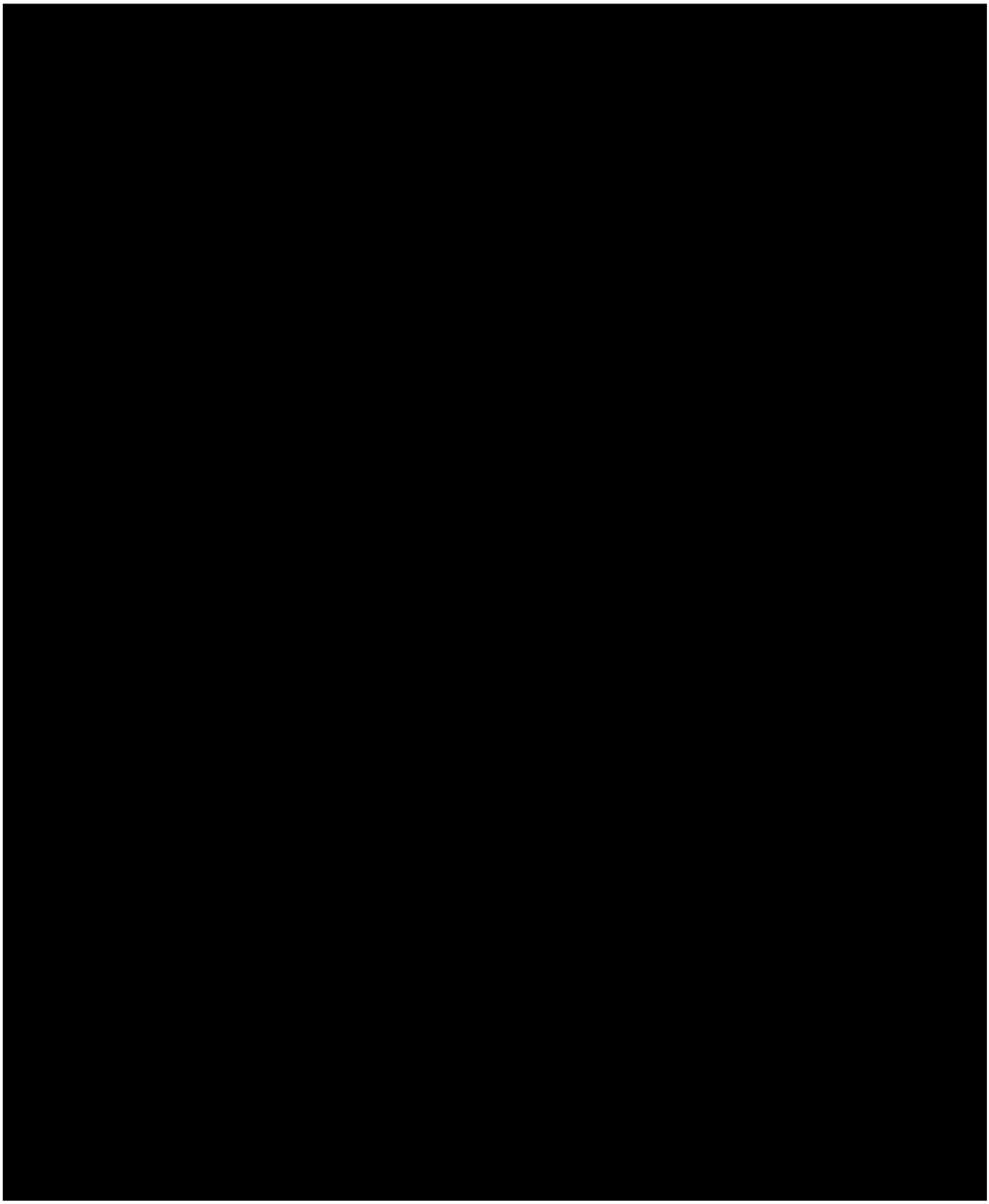

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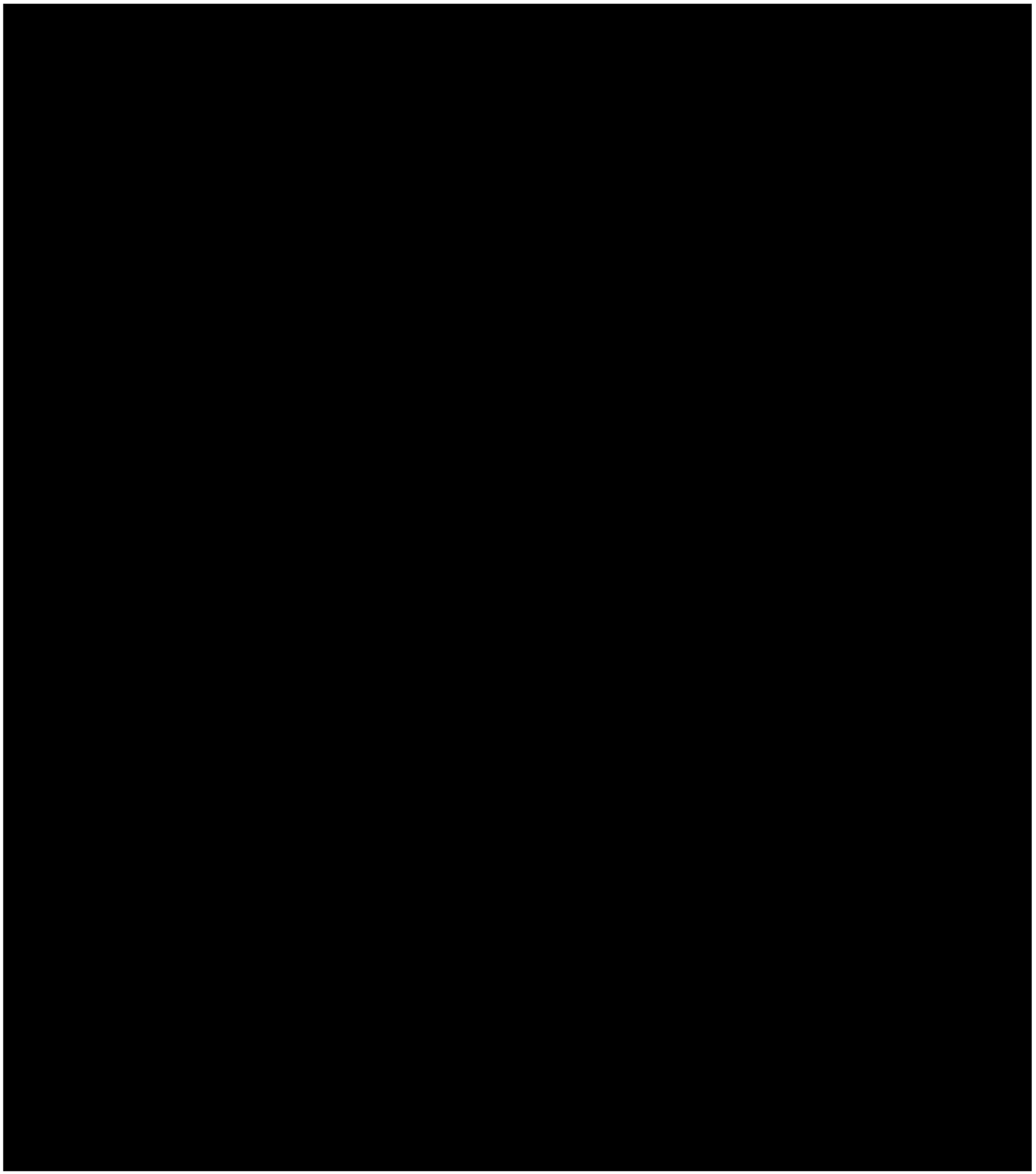

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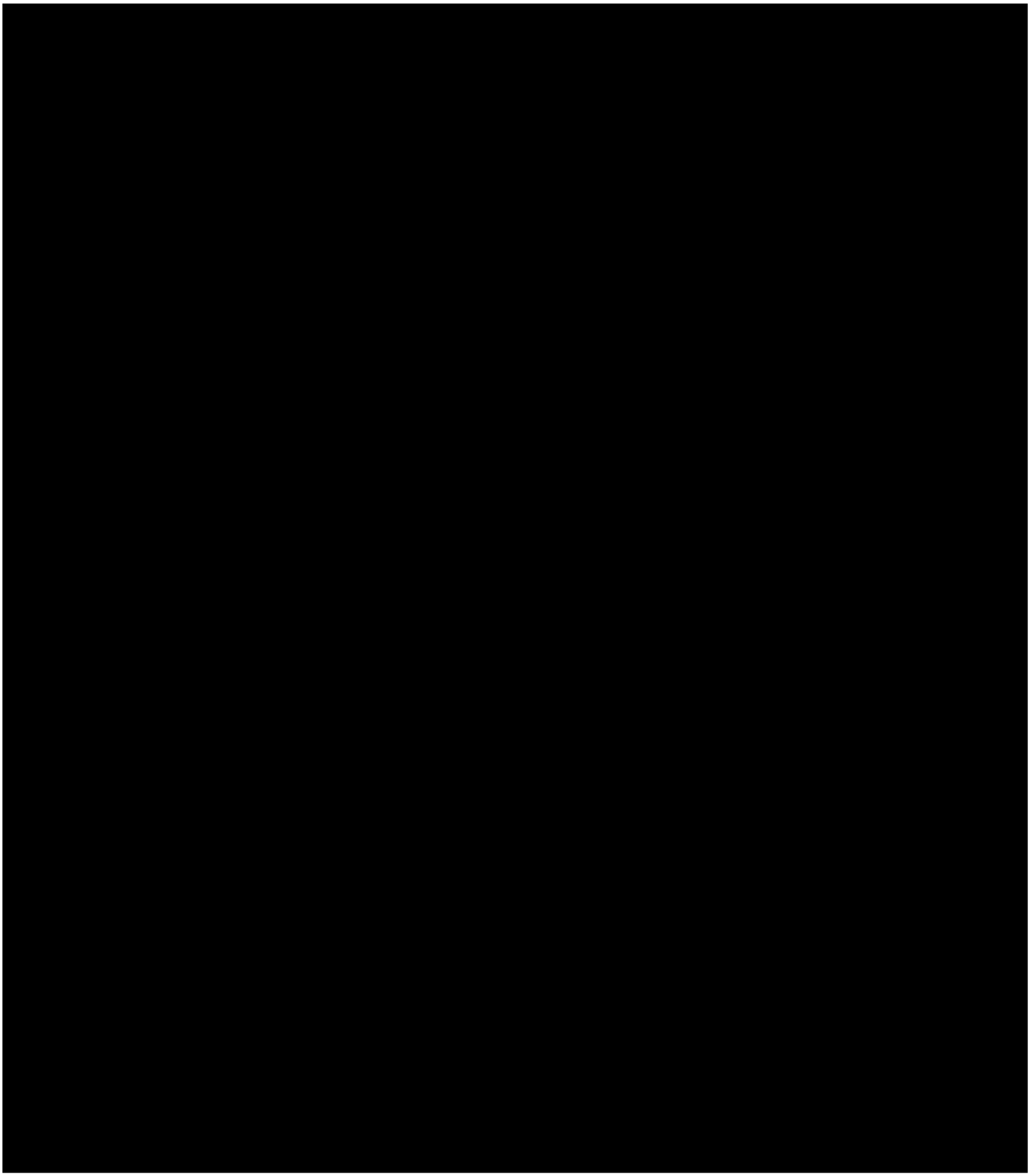

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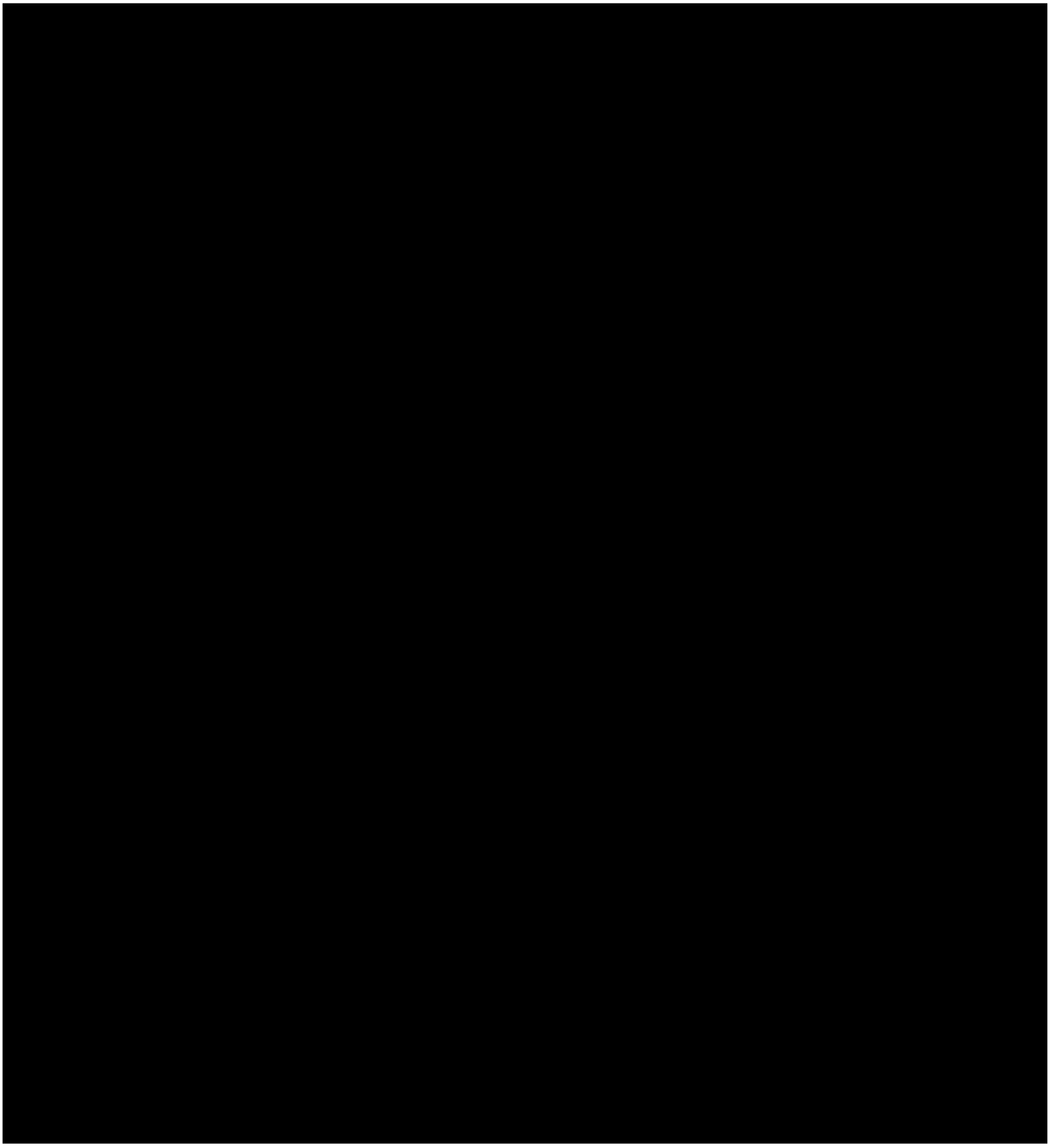

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