Filing Receipt

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WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

November 22, 2021

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

Re: Project No./Docket No. 35077—Wind Energy Transmission Texas, LLC's Generation Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Attached, please find the First Amendment to Generation Interconnection Agreement (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and Texas Solar Nova 1, LLC ("Texas Solar Nova 1") dated to be effective as of November 11, 2021, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and Texas Solar Nova 1 entered into that certain Generation Interconnection Agreement dated as of June 28, 2019 and signed by WETT on July 1, 2019 (the "Agreement") and filed the Agreement with the PUCT on August 1, 2019.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Exhibit "B" Time Schedule and its attachment, Exhibit "C" Interconnection Details, and Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: _____
Name: Travis Leverett
Title: Contracts Manager

WIND ENERGY TRANSMISSION TEXAS, LLC
1901 Capital Parkway, Suite 200
Phone: 737.218.4517 Austin, Texas 78746 Fax: 512.279.7398
WWW.WINDENERGYOFTEXAS.COM

FIRST AMENDMENT TO
GENERATION INTERCONNECTION AGREEMENT

This First Amendment To Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Texas Solar Nova 1, LLC (the "Generator") is made to be effective as of November 11, 2021, (the "Effective Date") by and between TSP and Generator (each hereinafter individually referred to as "Party," and collectively referred to as "Parties").

RECITALS:

WHEREAS, TSP and Generator entered into that certain Generation Interconnection Agreement dated as of June 28, 2019 (the "Original GIA"); and

WHEREAS, TSP and Generator desire to amend the Original GIA, as more fully described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

AGREEMENT:

1. All capitalized terms used herein and not otherwise defined have the same meaning as those used in the Original GIA.

2. Attachment 1 to Exhibit "B" Notices to Proceed and Amount of Security of the Original GIA is hereby deleted in its entirety and replaced with the Attachment 1 to Exhibit "B" Notices to Proceed and Amount of Security attached to this Amendment.

3. Exhibit "B" Time Schedule of the Original GIA is hereby further amended by replacing the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date with the following:

"In - Service Date(s): **January 31, 2023**

Scheduled Trial Operation Date: **February 20, 2023**

Scheduled Commercial Operation Date: **March 15, 2023** "

4. Exhibit "C" Interconnection Details of the Original GIA is hereby deleted in its entirety and replaced with the Exhibit "C" Interconnection Details attached to this Amendment.

5. Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement of the Original GIA is hereby replaced in its entirety with the Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement attached to this Amendment.

6. Generator represents and warrants that, by entering into this Amendment (and any other agreement related to the interconnection that is the subject matter of this Amendment), TSP

will not be in violation of the Lone Star Infrastructure Protection Act as codified in Tex. Bus. & Com. Code §§ 113.001 – .003 (as the same may be amended from time to time, "LSIPA") as a result of the ownership, control, or headquarters location of Generator or any of its affiliates. Generator acknowledges that TSP is relying on such representations and warranties in entering into this Amendment and ensuring TSP's compliance with LSIPA, and Generator further agrees to fully defend, indemnify, and hold harmless TSP from and against any and all demands, claims, actions, causes of action, proceedings, fines and penalties, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to any breach of such representations and warranties; provided, that in no event shall Generator be liable for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages.

7. Except as amended by this Amendment, the terms and conditions of the Original GIA are unaffected and remain in full force and effect.

8. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

9. This Amendment is governed by and shall be construed in accordance with the internal laws of the state of Texas, including the then effective rules and regulations promulgated by the Public Utility Commission of Texas but excluding any conflict of law rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction.

10. If any provision of this Amendment is held to be unenforceable, this Amendment shall be considered divisible, and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Amendment shall remain in full force and effect; provided, however, that, if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

11. This Amendment shall become effective when it shall have been executed by the Parties. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE FOLLOWS.]

SIGNATURE PAGE TO
FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: _____
Name: L. Wayne Morton
Title: CEO
Date: 11/15/2021

GENERATOR:

TEXAS SOLAR NOVA 1, LLC

By: _____
Name: John Woody
Title: Vice President
Date: 11/12/2021

Attachment 1 to Exhibit "B"

Notices to Proceed and Amount of Security

Anticipated Activities	Dates: Notice to Proceed and Security Deposits	Security Amounts $USD
Executed SGIA, Place Deposit, Upon execution Issue Limited NTP; engineering design, civil engineering, environmental, land survey, prepare equipment purchase orders	No later than June 28, 2019 Limited Notice to Proceed	$2,000,000
TSP sends P.O.'s, Land purchases, Award Engineering Procurement & Construction Agreement, Requires Full NTP. (18 Months prior to energization).	September 2, 2019	$21,500,000
Second Notice to Proceed	November 15, 2021	$11,400,000
TOTAL SECURITY		$34,900,000

Exhibit "C"
Interconnection Details

1. **Name**: Texas Solar Nova 1, LLC

2. **Point of Interconnection Location**: Kent County, Texas

3. **Delivery Voltage**: 138kV

4. **Number and Size of Generating Units:** 76 @ 3.36 MW per unit (255.2 MW total)

5. **Type of Generating Unit:** Power Electronics, FS 3430M inverters

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 located in the TIF. TSP will connect its EPS meters to ERCOT via a communication link. Primary EPS metering data may be made available to Generator via a Generator owned communication link connected to TSP's meters. Such data, if provided to the Generator, will be for Generator's informational purposes only. The Generator shall not rely on such data as the primary source for the metering data addressed in Sections 6 (b) and (c) 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 5.5.G, shall not apply to TSP's RTU.

b) TSP shall, in accordance with ERCOT Requirements, compensate the line losses between the TSP station and the point of change of ownership. Line loss compensation will be programmed into the meters per ERCOT Requirements.

c) 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."

d) 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.

e) 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.

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.

The above list is not intended to be a complete list of all metering and telemetry equipment required and shall be revised by mutual agreement of the parties.

7. **Generator Interconnection Facilities**: The GIF shall include all of the facilities not included in Section 8 of this Exhibit "C" that are necessary for interconnection in accordance with this Agreement, including, without limitation, the following facilities (see the attached one-line diagram in Attachment 1 to Exhibit "C"):

   a) GIF include the following:
      i) the project collector substation (Substations) and all facilities within them, except for those facilities identified as being owned by TSP in Section 6 above and Section 8 below
      ii) communication equipment described in Section 9 below

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**:

345 kV Nova Prime Substation Scope

SUBSTATION PHYSICAL

The Physical scope of this project will be to furnish and install (including all Engineering and Design required):

- (7) - 345 kV, 3000 A, 63kA Gas Circuit Breakers
- (20) - 345 kV, 3000 A Motor Operated Double End Break Switches
- (2) - 345 kV, 3000 A Motor Operated Double End Break Switches with grounding switch
- (9) - 345 kV, 1800/3000:1 0.3 WXYZM ZZ CCVT'S
- (6) - 345 kV 220 MCOV Surge Arresters (assumes MPT arresters provided by MPT vendor)
- (4) 345kV, Bus support stands and insulators
- (3) 345kV SSVTs
- (1) Station service transformer 13.2kV/120-208V 150kVA
- (1 LOT) Bus, Bus Support Insulators, conductor, shield wire and fittings
- (1 LOT) – Station Grounding as Required
- (1 LOT) – Conduit and Trench as Required
- (1 LOT) – Station Lightning Protection as Required
- (1 LOT) – Station Lighting as Required
- (1) Control building
- (1) Emergency backup propane generator

CIVIL & STRUCTURAL

- The Civil and Structural scope of this project will be to furnish and install (including all Engineering and Design required):
- (7) - 345 kV Gas Circuit Breaker Mat Foundation
- (20) - 345 kV Motor Operated Double End Break Switch Stands & Pier Foundations

- (2) – 345 kV Motor Operated Double End Break Switch with grounding switch Stands & Pier Foundations
- (9) - 345 kV 1-Phase CCVT Stands and Pier Foundations
- (6) - 345 kV 1-Phase Surge Arrester Stands and Pier Foundations
- (4) 345kV bus support stands and insulator Pier Foundations
- (3) 345kV SSVT Pier Foundations
- (1 LOT) – Site Grading Design as Required
- (1 LOT) Top Rock incl. weed control
- (1 LOT) – Station Fence Installation
- (1 LOT) – Switch Ground Mats
- (1 LOT) – Miscellaneous Steel for switch-mounted bus supports
- (1 LOT) Bollards
- (2) Interior Deadend H-frames with pier foundations
- (3) Exterior Deadend H-frames with pier foundations
- (1) Control Building foundation
- (1) emergency generator foundation
- (1) 345/138kV Autotransformer foundation with oil containment pit and filtration pipe

RELAY & CONTROL

- The Relay & Control scope of this project will be to provide and install (including all Engineering and Design required):
- HV transmission line protection will include separate primary and backup protective schemes for the protection and control of the devices mentioned on the physical scope.
- Primary line protection will be a line current differential relay (SEL-411L) using fiber optic communications to the remote terminal. This relay will include backup line protection utilizing impedance (phase distance) elements. This relay will be used as the automatic reclose relay with initiate from the back-up relay.
- Backup line protection will be a distance directional overcurrent relay (GE-L90) using fiber optic communications to the remote terminal. This relay will include backup line protection utilizing impedance (phase distance) elements.
- Breaker failure will be provided for all breakers and be initiated by all protective relay Schemes via three (3) SEL-351S relays.
- All adjacent protective schemes will overlap so that no gaps occur in the protection of the electrical components of the station.
- Test switches will be used for all currents and potentials of all protective relay schemes and motor operator controls.
- Test switches will also be used for all protective relay trip circuits.
- Independent 125 VDC power supply will be provided for the 345 kV relay and control functions (Relay Power, Close/Trip Schemes, etc.).
- SCADA functions will include control, breaker and alarm status, and metering. Some of these functions may be incorporated into the microprocessor-based relays.
    - Communication cables and conduit from field control cabinets to new panels
- The transmission Follower Breaker Control Panels for the new Bay will include each one:
- (3) SEL-351S
- (LOT) Lockout relays, Control Switches, Test Switches, Terminal Blocks, Fuse Blocks
- (LOT) Steel, Raceway, Wire, Fuses, and Miscellaneous
- (LOT) AC/DC, Control, & Communication cables and conduit from field control cabinets to new panels

- (1) - Transmission Leader Line Panel for Transmission Line 1 (Cottonwood) includes the following:
    - SEL-411L (Primary)
    - GE-L90 (Back-up)
    - SEL-2506
    - (LOT) Lockout relays, Control Switches, Test Switches, Terminal Blocks, Fuse Blocks
    - (LOT) Steel, Raceway, Wire, Fuses, and Miscellaneous
- (1) - Transmission Leader Line Panel for Transmission Line 4 (Dermott) includes the following:
    - SEL-411L (Primary)
    - (1) GE-L90 (Back-up)
    - (1) SEL-2506
    - (LOT) Lockout relays, Control Switches, Test Switches, Terminal Blocks, Fuse Blocks
    - (LOT) Steel, Raceway, Wire, Fuses, and Miscellaneous
    - (LOT) AC/DC, Control, & Communication cables and conduit from field control cabinets to new panels.
- (1) – New Metering Panel to include new Revenue Meter (Transdata Mark V)
- Bus Differential Panel for 345kV Bus
- (1) - New Distribution Transformer and its associated equipment (Transfer switch)
- (2) – Batteries to be sized on the detailed design. (Including transfer switches and protective devices)
- (1) – New AC & DC panel boards to accommodate all new equipment
- (1) – New SCADA system to accommodate all new equipment
- (1) – New Communication Panel to accommodate all new equipment

138 kV NOVA PRIME SUBSTATION SCOPE

PHYSICAL

The Physical scope of this project will be to furnish and install (including all Engineering and Design required):

- (1) – 345/138 kV 484/646/807 MVA Three Winding Auto Transformer
- (2) - 138 kV, 63 kA, Gas Circuit Breaker
- (2) – 138 kV, Motor Operated Double End Break Switch with grounding switch
- (5) – 138 kV Motor Operated Double End Break Switches
- (6) – 138 kV CCVT's
- (6) – 138 kV, 84 kV MCOV Surge Arresters
- (7) 138kV bus support stands and insulators
- (3) 138kV single phase metering class current transformers
- (1 LOT) – Bus, Conductor, shield wire, and fittings as Required
- (1 LOT) – Station Grounding as Required
- (1 LOT) – Conduit and Trench as Required
- (1 LOT) – Station Lightning Protection as Required
- (1 LOT) – Station Lighting as Required

CIVIL & STRUCTURAL

The Civil and Structural scope of this project will be to furnish and install (including all Engineering and Design required):

- (1) – 345/138 kV 807 MVA Auto Transformer Mat Foundation
- (2) – 138 kV, 3000 A, 63kA Gas Circuit Breaker Mat Foundation
- (7) – 138 kV, 3000 A Motor Operated Air Switch Stands & Pier Foundations
- (6) – 138 kV CCVT Stands and Pier Foundations

- (6) – 138 kV Surge Arresters Support Stands and Pier Foundations
- (7) – 138 kV 3-phase Bus Support Stands and Pier Foundations
- (3) 138kV single phase metering class current transformer stands and pier foundations
- (1 LOT) – Site Grading Design as Required
- (1 LOT) Top Rock, incl. weed control
- (1 LOT) – Station Fence Installation
- (1 LOT) – Retaining Wall
- (1 LOT) – Switch Ground Mats
- (1 LOT) – Miscellaneous Steel for switch-mounted bus supports
- (1 LOT) Bollards
- (2) - 138 kV Interior Dead End H-Frames with Pier Foundations
- (2) - 138 kV Exterior Dead End H-Frames with Pier Foundations

RELAY & CONTROL

The study assumes that a new control house will have room to install all new metering and relaying panels, the battery, battery charger, AC Panels, HVAC, communication panels. The Relay & Control scope of this project will be to provide and install (including all Engineering and Design required):

- HV transmission line protection will include separate primary and backup protective schemes for the protection and control of the devices mentioned on the physical scope.
- Primary and backup Autotransformer protection will be a transformer differential relays (SEL-387E or similar) using fiber optic communications to the remote terminal.
- Primary line protection will be a line current differential relay (SEL-411L) using fiber optic communications to the remote terminal. This relay will include backup line protection utilizing impedance (phase distance) elements. This relay will be used as the automatic reclose relay with initiate from the back-up relay.
- Backup line protection will be a distance directional overcurrent relay (GE-L90) using fiber optic communications to the remote terminal. This relay will include backup line protection utilizing impedance (phase distance) elements.
- Breaker failure will be provided for all breakers and be initiated by all protective relay Schemes via three (4) SEL-351S relays.
- Test switches will be used for all currents and potentials of all protective relay schemes and motor operator controls.
- Test switches will also be used for all protective relay trip circuits.
- Independent 125 VDC power supply will be provided for the 138 kV relay and control functions (Relay Power, Close/Trip Schemes, HMI, Meters, communication devices, etc.).
- SCADA functions will include control, breaker and alarm status, and metering. Some of these functions may be incorporated into the microprocessor-based relays.
- (1) - Autotransformer Panel includes the following:
    - (2) SEL-387E (or similar) (Primary and Back-Up)
    - (1) SEL-2506
    - (LOT) Lockout relays, Control Switches, Test Switches, Terminal Blocks, Fuse Blocks
    - (LOT) Steel, Raceway, Wire, Fuses, and Miscellaneous
- The transmission Follower Breaker Control Panel for the new Bay will include:
    - (3) SEL-351S
    - (LOT) Lockout relays, Control Switches, Test Switches, Terminal Blocks, Fuse Blocks
    - (LOT) Steel, Raceway, Wire, Fuses, and Miscellaneous
    - (LOT) AC/DC, Control, & Communication cables and conduit from field control cabinets to new panels
    - (1) - Transmission Leader Line Panel for the Nova Solar Transmission Line that includes the following:
        - (1) SEL-411L (Primary)
        - (1) GE-L90 (Back-up)
        - (1) SEL-2506
        - (LOT) Lockout relays, Control Switches, Test Switches, Terminal Blocks, Fuse Blocks

- (LOT) Steel, Raceway, Wire, Fuses, and Miscellaneous
- (LOT) AC/DC, Control, & Communication cables and conduit from field control cabinets to new panels.

345 kV Nova Prime Transmission Scope

Transmission Physical, Civil, and Structural

The Physical scope of this project will be to furnish and install (including all Engineering and Design required):

- (2) Tubular steel structures and associated drilled pier foundations
- Removal of existing 345kV tangent tower, and existing drilled piers to be removed three feet below existing grade
- (1 LOT) Conductor, OPGW, and shield wire
- (1 LOT) OPGW splice boxes, hardware, and accessories
- (1 LOT) Conductor hardware and accessories
- (1 LOT) Grounding and accessories
- (1 LOT) Signage

138 kV Nova Prime Transmission Scope

Transmission Physical, Civil, and Structural

The Physical scope of this project will be to furnish and install (including all Engineering and Design required):

- (4) Single Pole Deadend galvanized tubular steel structures including drilled pier foundations
- (2) Multi Pole Deadend galvanized tubular steel structures including drilled pier foundations
- (1) Tangent galvanized tubular steel structures including drilled pier foundations
- (1 LOT) Conductor, OPGW, and shield wire
- (1 LOT) OPGW splice boxes, hardware, and accessories
- (1 LOT) Conductor hardware and accessories
- (1 LOT) Grounding and accessories
- (1 LOT) Signage
- (1 LOT) Right-of-Way Clearing

9. **Communications Facilities**:

If GIF includes fiber optic cable, including, but not limited to OPGW, all dielectric self-supporting (ADSS) cable and underground fiber optic cable, it shall be installed by Generator. Generator shall, at its cost, engineer, furnish, and install at its Substations an all dielectric fiber optic station entrance cable system to ensure that no fiber optic cable with metallic members is extended into the Substation control building. Fiber optic cable with metallic members includes, but is not limited to, OPGW, fiber optic cable with an integral trace wire, and metallic-armored fiber optic cable. The all-dielectric fiber optic station entrance cable system shall include all-dielectric fiber optic station entrance cable, the outdoor splice case, trays and fusion splice sleeves for the fiber optic cable to station entrance cable transition, the indoor splice housing, trays and fusion splice sleeves, fiber pigtails and the control building fiber distribution panel ("FDP"). If the GIF include fiber optic cable that contains no metallic members, it may be extended into each Substation control building without transitioning to the all-dielectric fiber optic station entrance cable noted above. The Generator shall, at its cost, at its Substation, perform splicing of all fibers in the transition splice and the FDP. The Generator, at its sole expense, will maintain in operating condition such fiber optic cable and associated station entrance cable systems at the Generator's Substation.

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 the ERCOT Requirements, the ERCOT Requirements shall govern.

a) TSP assumes no responsibility for the protection of the Plant and GIF for any or all operating conditions. Generator is solely responsible for protecting his 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.
b) It is the sole responsibility of Generator to protect its Plant and GIF from excessive negative sequence currents.
c) Automatic reclosing is normally applied to transmission and distribution circuits. When the TSP's source breakers trip and isolate the Plant and GIF, Generator shall insure that 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. The Generator is solely responsible for the protection of his equipment from automatic reclosing by TSP.
d) For disturbance monitoring of the Generator's facilities, TSP requires a combination of SDR points and event recordings. SDR points are collected by TSP's SDRs. Event recordings are to be supplied to TSP by Generator from Generator's equipment. Each SDR and associated recording equipment will be paid for, owned and installed by TSP; installation shall be at either TSP's or Generator's facilities, as determined by TSP. If more than one (1) generator is connected to the low side of the step-up transformer or transmission line tied to TSP, the SDR and recording equipment will be installed at the generation plant. Such TSP recording equipment, consisting of one (1) or more intelligent electronic devices ("IED"), monitors the Generator's facilities and is polled by the SDR. For an SDR installed in Generator's facilities, Generator shall provide the cable and conduit for the SDR and the necessary connections to the recording equipment; TSP will terminate the signal connections in the SDR and recording equipment. A project-specific SDR points list will be developed by TSP based upon the project's electrical configuration. For such purpose the Generator shall be responsible for providing TSP with one-line diagrams of the Generator's facilities.
e) For thermal powered generation, Generator will be required, upon request by TSP, to provide event recordings per generation unit in a format satisfactory to TSP. For all other generation, Generator will be required, upon request by TSP, to provide event recordings per collection feeder in a format satisfactory to TSP. All disturbance monitoring equipment shall be equipped for time synchronization. The monitoring requirement of TSP does not reduce the Generator's obligation to meet all disturbance monitoring requirements of NERC.
f) 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 coordinate with System Protection Equipment or control equipment located on the TSP System.

11. **Inputs to Telemetry Equipment**: Telemetry is an ERCOT requirement that must be discussed and determined between ERCOT and Generator and installed by Generator as, if, and when required by ERCOT.

12. **Supplemental Terms and Conditions, if any, attached**:

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 an agreement to perform those studies and Generator shall pay TSP for the studies pursuant to that agreement.

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 govern.

a) Each Party shall be consulted during the planning and design process of the Plant, GIF,
    a. 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 recognized industry standards and all applicable laws, rules 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 may provide its contractors with copies of the engineering and design work of the other Party in connection with the construction of the Plant, GIF and TIF, provided that i) the Party's contractor agrees in writing that the engineering and design work is intended to be used solely in connection with the construction of the Plant, GIF and TIF, and ii) the Party's contractor shall not make use of any aspect of the engineering and design work on any other projects without the prior written consent of the other Party. Each Party agrees to obtain the written agreement of such contractors prior to providing them with the engineering and design work and to promptly provide the other Party with a copy of that agreement.

b) 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.
c) 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 which affect the TSP System. To aid the Generator, TSP may make suggestions on other areas. TSP's review of Generator's drawings shall not be 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:
    a. 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
    b. power transformers – name or designation, nominal kVA, nominal primary, secondary, tertiary voltages, vector diagram showing winding connections, tap setting and transformer impedance impedances (transformer test report showing the positive sequence, zero sequence, test voltages and MVA base for each winding).
    c. station service transformers – phase(s) connected to and estimated kVA load
    d. instrument transformers – voltage and current, phase connections.
    e. surge arresters/gas tubes/metal oxide varistors/avalanche diode/spill gaps/surge

capacitors, etc. – type and ratings

f. capacitor banks – kVAR rating and reactive (static and dynamic) device operation capability
g. reactive device capability – kVAR rating and reactive device operation capability for static and dynamic devices for each generation collection feeder
h. disconnect switches – status if normally open (N.O.), manual or motor operated including switch voltage, continuous and interrupting ratings
i. circuit breakers and/or contactors – interrupting rating, continuous rating, operating times
j. generators(s) – nameplate, test report, type, connection, kVA, voltage, current, power factor, impedances, time constants, etc.
k. Point of Interconnection and phase identification
l. 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:

a. terminal designation of all devices – relay coils and contacts, switches, transducers, etc.
b. relay functional designation – per latest ANSI Standard where the same functional designation shall be used on all drawings showing the relay
c. complete relay type (such as CV-2, SEL321-1, REL-301, IJS51A, etc.)
d. switch contact shall be referenced to the switch development if development is shown on a separate drawing.
e. 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.
f. all switch contacts are to be shown open with each labeled to indicate the positions in which the contact will be closed with explanatory notes defining switch coordination and adjustment where misadjustment could result in equipment failure or safety hazard
g. auxiliary relay contacts shall be 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
h. device auxiliary switches (circuit breakers, contactor) should be referenced to the drawing where they are used.
i. any interlocks - electromechanical, key, etc., associated with the generation or interconnection substation.
j. ranges of all timers and setting if dictated by control logic
k. all target ratings; on dual ratings note the appropriate target tap setting
l. complete internal for electromechanical protective relays where microprocessor type relays may be shown as a “black box”, but manufacturer’s instruction book number shall be referenced and terminal connections shown

m. isolation points (states links, PK-2 and FT-1 blocks), etc., including terminal identification
n. 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
o. size, type, rating, and designation of all fuses
p. phase sequence designation as ABC or CBA
q. potential transformers – nameplate ratio, polarity marks, rating, primary and secondary connections
r. current transformers (including aux. CT's) – polarity marks, rating, tap ratio and connection

iii) transformer nameplate and test report

d) 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.
e) Generator shall not energize a de-energized TIF circuit, unless under direction of TSP. The line switch should have dual locks to allow Generator and TSP to lock it for clearances.
f) 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.
g) Generator shall notify TSP in writing as to which initial ERCOT Qualified Scheduling Entity the Plant will be scheduling through and any changes made thereafter , per Exhibit A 4.5.
h) Upon written request from TSP, Generator shall supply notification to TSP identifying their retail service provider.
i) Upon written request from either Party, the other Party shall provide the requesting Party any necessary land easements required for the construction, operation, and maintenance of the Plant, TIF, or GIF at no cost to the requesting Party.
j) Generator shall use Reasonable Efforts to change the GIF as may be reasonably required by TSP to meet future changes in the TSP System following ERCOT Protocols. Generator shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.
k) If this Agreement is executed prior to any required ERCOT approval of the TIF and
l) ERCOT does not approve the TIF, Generator and TSP will work together to mitigate as much as possible the impact of such ERCOT decision.

1) Plant Name and Device Numbers — Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) a 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, within thirty (30) days after execution of this Agreement, its proposed name(s), as referenced in this paragraph. 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.

13. **Special Operating Conditions, if any, attached**:

A special ERCOT-approved operating arrangement such as a Remedial Action Scheme might be implemented to allow the Plant to generate power at levels higher than would otherwise be permitted by ERCOT. The term "Remedial Action Scheme" shall have the meaning as set forth in the ERCOT Requirements. In the event that ERCOT determines that such an arrangement is permitted, then TSP agrees to reasonably cooperate in the design and installation of the necessary facilities, provided that such design and installation does not impair TSP's electric system or any interconnections between TSP and any other existing generator. As a condition precedent to making any additional improvements or performing additional construction in relation to any Remedial Action Scheme, WETT reserves the right to require payment of one or more nonrefundable contributions in aid of construction from the Generator following ERCOT Requirements.

Attachment 1 to Exhibit "C"

One Line Diagram

[TO BE DEVELOPED BY GENERATOR AND INCLUDED WHEN AVAILABLE]

Exhibit "D"
Notice and EFT Information of the Generation Interconnection Agreement

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

If to TSP:	If to Generator:
Wind Energy Transmission Texas, LLC Attn: Operations Director 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 24 Hour Telephone: (737) 218-4580 Operational/Confirmation Fax: (512) 279-7398 E-mail: dbueche@wettllc.com	Texas Solar Nova 1, LLC Attn: General Counsel 4900 N. Scottsdale Rd, Ste. 5000 Scottsdale, AZ 85251 24 Hour Telephone: (760) 710-2187 Operational/Confirmation Fax (___) ___-____ E-mail legalnotices@clearwayenergy.com

(b) Notices of an administrative nature:

If to TSP:	If to Generator:
Wind Energy Transmission Texas, LLC Attn: Contracts Manager 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (737) 218-4517 Fax: (512) 279-7398 E-mail: tleverett@wettllc.com	Texas Solar Nova 1, LLC Attn: General Counsel 4900 N. Scottsdale Rd, Ste. 5000 Scottsdale, AZ 85251 Phone: (760) 710-2187 Fax: (___) ___-____ E-mail: legalnotices@clearwayenergy.com

(c) Notice for statement and billing purposes:

If to TSP:	If to Generator:
Wind Energy Transmission Texas, LLC Attn: Chief Financial Officer 1901 Capital Parkway, Suite 200 Austin, Texas, 78746 Phone: (737) 218-4530 E-mail: accounting@wettllc.com	Texas Solar Nova 1, LLC Attn: Renewables Asset Management 4900 N Scottsdale Rd., Ste. 5000 Scottsdale, AZ 85251 Phone: (480) 424-1300 E-mail: am@clearwayenergy.com copy to: Texas Solar Nova 1, LLC Attn: Ling Hua 100 California St., Ste. 400 San Francisco, CA 94111 (415) 627-4620 Email: ling.hua@clearwayenergy.com

(d) Information concerning electronic funds transfers:

If to TSP:	If to Generator:
Wind Energy Transmission Texas, LLC Attn: Chief Financial Officer 1901 Capital Parkway, Suite 200 Austin, Texas, 78746	Bank Name City, State ABA No. _____ for credit to:

Phone: (737) 218-4530 E-mail: accounting@wettllc.com	_____ Account No. _____