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Project No. 35077

Amendment No. 3

INTERCONNECTION AGREEMENT

Between

Wind Energy Transmission Texas, LLC

and

Oncor Electric Delivery Company LLC

October 25, 2022

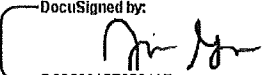
AMENDMENT NO. 3 TO INTERCONNECTION AGREEMENT

This Amendment No. 3 ("Amendment") to the Interconnection Agreement dated May 21, 2012 between Oncor Electric Delivery Company LLC ("Oncor"), a Delaware limited liability company, and Wind Energy Transmission Texas, LLC ("WETT"), a Texas limited liability company, ("Agreement") is made and entered into this 25th day of October 2022 between Oncor and WETT (collectively referred to hereinafter as the "Parties"). In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A attached hereto and made a part hereof.
2. The Facility Schedule No. 6 (Long Draw) attached hereto and made a part hereof is hereby added to this Agreement and will become effective upon execution of this Amendment by the Parties. New facilities associated with Facility Schedule No. 6 will not be placed in service until the Parties have completed the installation and testing of all equipment to be furnished for this Point of Interconnection in accordance with the provisions of Facility Schedule No. 6.
3. Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect in accordance with its terms.

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

ONCOR ELECTRIC DELIVERY
COMPANY LLC

By: 
DocuSigned by:
D8B522A7E8704AE...

Name: Jim Greer

Title: Chief Operating Officer

Date: 10/25/2022 | 6:02:31 PM PDT

WIND ENERGY TRANSMISSION
TEXAS, LLC

By: L. Wayne Morton
L. Wayne Morton (Oct 25, 2022 16:46 CDT)

Name: L. Wayne Morton

Title: Chief Executive Officer

Date: Oct 25, 2022

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

FACILITY SCHEDULE NO.	NAME OF POINT OF INTERCONNECTION	INTERCONNECTION VOLTAGE (KV)
1	Dermott	345
2	Odessa EHV	345
3	Scurry County South	345
4	Faraday	345
5	Volta	345
6	Long Draw 138kV	138

FACILITY SCHEDULE NO. 6

1. Name: Long Draw
2. Point of Interconnection location: The Long Draw Point of Interconnection ("POI") is located at WETT's dead-end structure outside WETT's existing 138 kV Long Draw Station adjacent to Oncor's customer ("Customer") substation ("Customer Substation") fence in Borden County, Texas. More specifically, the POI is located where Oncor's electrical jumpers physically connected to the Customer's 138 kV transmission line extension from the Customer Substation and physically connect to WETT's 138 kV transmission line extension from the Long Draw Station.
3. Delivery Voltage: 138 kV
4. Metered Voltage: N/A
5. Normally closed (check one): ☒ Yes / ☐ No
6. One line diagram attached (check one): ☒ Yes / ☐ No
7. Facilities to be installed and owned by WETT ("WETT Facilities"): The WETT Facilities shall include, but not be limited to, the following facilities:

Transmission Line

- a) A 138 kV transmission line from the existing Long Draw Station to the POI

Expansion of Long Draw Station

- a) Two 138 kV, 3000A, 63kA gas circuit breakers
- b) Five 138 kV, 3000 A motor operated double end break switches
- c) Three 138 kV CCVTs
- d) Three 138 kV surge arresters
- e) 1 Lot - all galvanized steel structures, including dead-ends, switch stands, CCVT supports, surge arrestor supports, and bus supports necessary for construction and operation of the WETT Facilities
- f) 1 Lot - associated buswork, conductor, connectors, grounding, conduit, trench, control cable, foundation work, perimeter fencing, grading/dirt work and appurtenances necessary for the operation of the WETT Facilities
- g) 1 Lot - all protection and control equipment for the WETT Facilities
- h) 1 Lot - fiber from WETT's control building to WETT's splice box located on WETT's station dead-end structure and 24-count fiber via OPGW to WETT's

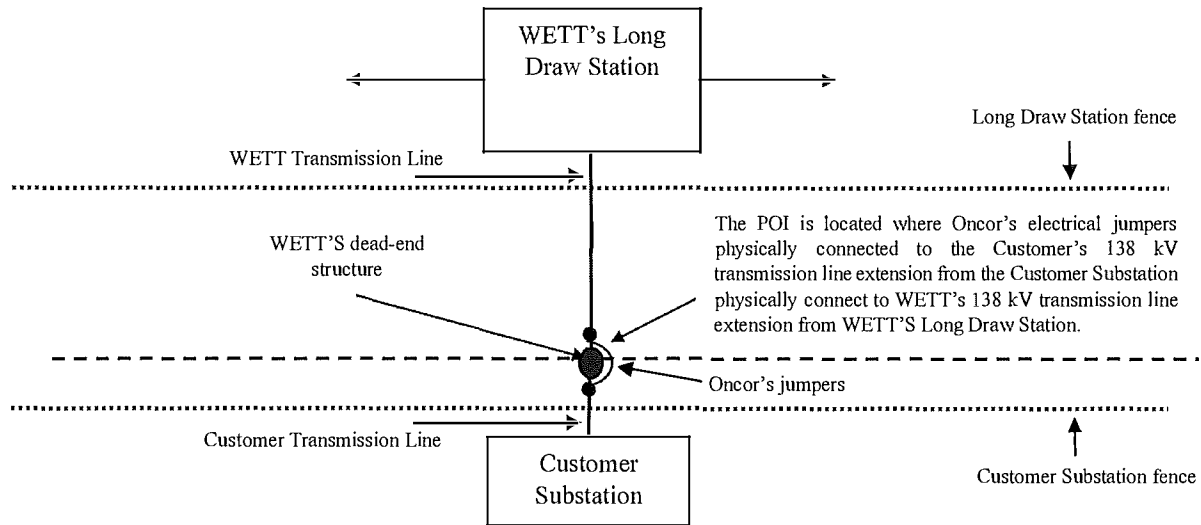
splice box located at the WETT POI dead-end structure located outside of the Customer Substation fence.

8. Facilities to be installed and owned by Oncor ("Oncor Facilities"): The Oncor Facilities shall include, but not be limited to, the following facilities:
 - a) 138 kV electrical jumpers at WETT's dead-end structure located outside the Customer Substation
9. Facility Operation Responsibilities of the Parties: Each Party will operate those facilities it owns.
10. Facility Maintenance Responsibilities of the Parties: Each Party is responsible for the maintenance of the facilities it owns.
11. Estimated Load Peak: 400,000 kW
12. Switching and Clearance: Oncor has adopted formal switching procedures that govern safety-related issues concerning the operation of its switches connected to points of interconnection, as applicable, and will provide a copy of those procedures to WETT upon request. WETT agrees to comply with the aforementioned switching procedures with respect to holds requested on switching devices owned by Oncor or the Customer.
13. Other Terms and Conditions:
 - a. The facilities associated with this Facility Schedule No. 6 are in response to a request by Oncor for the new POI and WETT is installing the WETT Facilities to facilitate such request. Oncor may terminate this Facility Schedule No. 6 at any time prior to completion of the WETT Facilities by providing WETT with seven (7) days advanced written notice. Upon such termination, or because the WETT Facilities are no longer required, Oncor shall pay to WETT all of: (a) the costs that WETT has incurred in accordance with this Facility Schedule No. 6 prior to the date of termination for engineering, procuring equipment and materials, construction, and any other costs related to the WETT Facilities; (b) the costs that WETT has committed to incur in accordance with this Facility Schedule No. 6 prior to the date of termination that it is unable to avoid using commercially reasonable steps; and, (c) such costs incurred by WETT after the date of termination to return the WETT system associated with providing the requested POI to a condition consistent with the state of its system prior to the activities undertaken by WETT in order to implement this Facility Schedule No. 6, but in each case only to the extent that WETT reasonably determines such costs cannot be recovered through transmission cost of service rates.
 - b. The total installed cost of the WETT Facilities is estimated to be \$11,308,000. WETT shall be financially responsible for the cost of constructing the WETT Facilities and

Oncor shall be responsible for the cost of constructing the Oncor Facilities to facilitate the POI; provided, however, that Oncor shall be responsible for reimbursing WETT as described in Section 13.a. of this Facility Schedule No. 6. Oncor's obligations to reimburse WETT's costs shall terminate after the occurrence of each of the following: (a) Customer and Oncor have completed construction of the Customer Substation and the Oncor Facilities, respectively; (b) the Customer Substation is energized from the POI; and (c) the Customer Substation is serving load.

- c. Oncor will use reasonable efforts to (i) complete the Oncor Facilities within twelve (12) months to meet the requested ISD of October 16, 2023 and (ii) cause Customer to complete the Customer Substation facilities necessary to facilitate WETT's provision of the POI after: 1) the Effective Date of this Agreement; and 2) the acquisition of a transmission line easement, if necessary, for the Oncor jumpers.

ONE LINE DIAGRAMS



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

