



## Filing Receipt

**Received - 2023-02-13 04:09:40 PM**

**Control Number - 35077**

**ItemNumber - 1552**



**Kipling D. Giles**  
[kdgiles@CPSEnergy.com](mailto:kdgiles@CPSEnergy.com)  
Direct: (210) 353-3169

February 13, 2023

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

RE: Project No. 35077 – Transmission Contract Filing Pursuant to Subst. Rule § 25.195(e)

Below please find the Amendments to the Generation Interconnection Agreement entered into by the City Public Service Board of San Antonio, TX (“CPS Energy”) with Old Hickory Solar LLC for filing with the Public Utility Commission pursuant to Substantive Rule 25.195(e).

Amendments for filing:

- 1<sup>st</sup> Amendment to Generation Interconnection Agreement – Amends Exhibit “B” and Exhibit “D”
- 2<sup>nd</sup> Amendment to Generation Interconnection Agreement – Amends Exhibit “B” and Exhibit “D”
- 3<sup>rd</sup> Amendment to Generation Interconnection Agreement – Amends Exhibit “B” and Exhibit “D”
- 4<sup>th</sup> Amendment to Generation Interconnection Agreement – Amends Exhibit “C”
- 5<sup>th</sup> Amendment to Generation Interconnection Agreement – Amends Exhibit “B” and Exhibit “D”

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Kipling D. Giles", written over a white rectangular background.

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Kipling D. Giles  
VP Deputy General Counsel  
Legal Services

FIRST AMENDMENT  
TO  
GENERATION INTERCONNECTION AGREEMENT

This First Amendment **modifies Exhibit "B" and Exhibit "D"** of the Interconnection Agreement ("Agreement"), dated June 30, 2020 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Old Hickory Solar LLC. This First Amendment is made and entered into on November 18, 2020 ("Effective Date") between CPS Energy and Old Hickory Solar LLC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "B" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

2. Exhibit "D" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "D" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms and exhibits.

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

THE CITY OF SAN ANTONIO ACTING BY  
AND THROUGH THE CITY PUBLIC  
SERVICE BOARD (CPS ENERGY)

By: Paul Barham

Name: Paul Barham, P.E.  
Title: Senior Vice President  
Energy Delivery Services

Date: 11/19/2020

OLD HICKORY SOLAR LLC

By: Dyann Blaine

Name: Dyann Blaine  
Title: Authorized Signatory

Date: Nov 18, 2020

## EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” must provide notice to proceed with design and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 10, 2020.**

Date by which “Generator” must provide notice to proceed with procurement and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **February 01, 2021.**

Date by which “Generator” must provide construction security, as specified in Section 4.3, so that CPS Energy may maintain schedule to meet the In-Service Date: **February 01, 2021.**

Date by which “Generator” must provide notice to commence construction and have complete civil work necessary to allow CPS Energy to access site and begin physical on-site work to maintain schedule to meet the In-Service Date: **May 03, 2021.**

In-Service Date: March 15, 2022

Trial Operation date: April 1, 2022

Commercial Operation date: July 29, 2022

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, through an amendment to this Agreement. CPS Energy shall make Reasonable Efforts to obtain the ERCOT approvals necessary for TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement (“ERCOT Outage Approvals”). In the event CPS Energy is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes CPS Energy to obtain the ERCOT Outage Approvals, provided that CPS Energy shall continue to diligently pursue the ERCOT Outage Approvals.

## **EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS**

In accordance with the dates in Exhibit “B” Generator shall cause to be established pursuant to Section 8.3 of Exhibit “A”, 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 a Letter of Credit (as defined below) or other security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP in the amounts and for the periods set forth below.

Business Day means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

In accordance with Section 8.3 of Exhibit “A”, any repayment or return of such cash deposit shall include interest at a rate applicable to Federal Funds Effective Rate - the rate for that day opposite the caption “Federal Funds (Effective)” as set forth in the weekly statistical release designated as H.15 (519), or any successor publication, published by the of Governors of the Federal Reserve System, minus ½%.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

<b>Maximum Stated Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>
Initial amount of \$1,328,642 for Design	August 10, 2020	5 business days after notification of commercial operations
Additional amount of 4,456,570 for Procurement to bring total to \$5,785,212	February 1, 2021	5 business days after notification of commercial operations
Additional Amount of \$5,132,779 for Construction to bring Total to \$10,917,991	February 1, 2021	5 business days after notification of commercial operations

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

**“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 major foreign commercial bank with a U.S. branch office with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service.**

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

SECOND AMENDMENT  
TO  
GENERATION INTERCONNECTION AGREEMENT


This Second Amendment to Generation Interconnection Agreement (“Second Amendment”) modifies Exhibit “B” and Exhibit “D” of the Generation Interconnection Agreement ("Agreement"), dated June 30, 2020 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Old Hickory Solar LLC, as such Agreement was modified pursuant to a First Amendment to Generation Interconnection Agreement between the Parties dated November 18, 2020 (“First Amendment”). This Second Amendment is made and entered into on June 28, 2021 (“Effective Date”) between CPS Energy and Old Hickory Solar LLC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" attached to the First Amendment is deleted in its entirety and replaced by Exhibit "B" attached to this Second Amendment and is hereby added to the Agreement in lieu thereof.
2. Exhibit "D" attached to the First Amendment is deleted in its entirety and replaced by Exhibit "D" attached to this Second Amendment and is hereby added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms and exhibits.

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


THE CITY OF SAN ANTONIO ACTING BY  
AND THROUGH THE CITY PUBLIC SERVICE  
BOARD (CPS ENERGY)

By: 

Name: Paul Barham, P.E.  
Title: Chief Grid Optimization and  
Resiliency Officer

Date: Jul 1, 2021

OLD HICKORY SOLAR LLC

By: 

Name: Andrew Murray  
Title: Authorized Signatory

Date: Jun 29, 2021

## EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” must provide notice to proceed with design and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 10, 2020.**

Date by which “Generator” must provide notice to proceed with procurement and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **October 26, 2021.**

Date by which “Generator” must provide construction security, as specified in Section 4.3, so that CPS Energy may maintain schedule to meet the In-Service Date: **October 26, 2021.**

Date by which “Generator” must provide notice to commence construction and have complete civil work necessary to allow CPS Energy to access site and begin physical on-site work to maintain schedule to meet the In-Service Date: **January 29, 2022.**

In-Service Date: February 1, 2023

Trial Operation date: April 1, 2023

Commercial Operation date: May 31, 2023

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, through an amendment to this Agreement. CPS Energy shall make Reasonable Efforts to obtain the ERCOT approvals necessary for TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement (“ERCOT Outage Approvals”). In the event CPS Energy is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes CPS Energy to obtain the ERCOT Outage Approvals, provided that CPS Energy shall continue to diligently pursue the ERCOT Outage Approvals.



## EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS

In accordance with the dates in Exhibit “B” Generator shall cause to be established pursuant to Section 8.3 of Exhibit “A”, 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 a Letter of Credit (as defined below) or other security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP in the amounts and for the periods set forth below.

Business Day means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

In accordance with Section 8.3 of Exhibit “A”, any repayment or return of such cash deposit shall include interest at a rate applicable to Federal Funds Effective Rate - the rate for that day opposite the caption “Federal Funds (Effective)” as set forth in the weekly statistical release designated as H.15 (519), or any successor publication, published by the of Governors of the Federal Reserve System, minus ½%.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

<b>Maximum Stated Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>
Initial amount of \$1,328,642 for Design	August 10, 2020	5 business days after notification of commercial operations
Additional amount of \$4,456,570 for Procurement to bring total to \$5,785,212	October 26, 2021	5 business days after notification of commercial operations
Additional Amount of \$5,132,779 for Construction to bring Total to \$10,917,991	October 26, 2021	5 business days after notification of commercial operations

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

“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 major foreign commercial bank with a U.S. branch office with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service.

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

THIRD AMENDMENT  
TO  
GENERATION INTERCONNECTION AGREEMENT

This Third Amendment to Generation Interconnection Agreement ("Third Amendment") modifies Exhibit "B" and Exhibit "D" of the Generation Interconnection Agreement ("Agreement"), dated June 30, 2020 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Old Hickory Solar LLC, as such Agreement was modified pursuant to a First Amendment to Generation Interconnection Agreement between the Parties dated November 18, 2020 ("First Amendment") and was modified pursuant to a Second Amendment to Generation Interconnection Agreement between the Parties dated June 28, 2021 ("Second Amendment"). This Third Amendment is made and entered into on February 16, 2022 ("Effective Date") between CPS Energy and Old Hickory Solar LLC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" attached to the Second Amendment is deleted in its entirety and replaced by Exhibit "B" attached to this Third Amendment and is hereby added to the Agreement in lieu thereof.
2. Exhibit "D" attached to the Second Amendment is deleted in its entirety and replaced by Exhibit "D" attached to this Third Amendment and is hereby added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms and exhibits.

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

THE CITY OF SAN ANTONIO ACTING BY  
AND THROUGH THE CITY PUBLIC SERVICE  
BOARD (CPS ENERGY)

By: G. Medina, Richard  
Digitally signed by Medina, Richard G.  
Date: 2022.02.18 11:13:05 -08'00'

Name: Richard Medina, P.E.  
Title: Interim EVP Energy Delivery Services

Date: 02/18/2022

OLD HICKORY SOLAR LLC

By: 

Name: Cole W. Johnson  
Title: Authorized Signatory

Date: February 16, 2022

## **EXHIBIT “B”: TIME SCHEDULE**

Date by which “Generator” must provide notice to proceed with design and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 10, 2020.**

Date by which “Generator” must provide all design inputs and have CPS Energy review approval (one (1) week to review) in order to resume design activities after being on hold: **February 18, 2022.**

Date by which “Generator” must provide notice to proceed with procurement and provide security for long lead materials (SSVT and Wave Trap), as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **April 29, 2022.**

Date by which “Generator” must provide notice to proceed with procurement and provide security for remaining materials, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 05, 2022.**

Date by which “Generator” must provide construction security, as specified in Section 4.3, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 19, 2022.**

Date by which “Generator” must provide notice to commence construction and have complete civil work necessary to allow CPS Energy to access site and begin physical on-site work to maintain schedule to meet the In-Service Date: **September 23, 2022.**

In-Service Date: January 18, 2024

Trial Operation date: February 1, 2024

Commercial Operation date: March 31, 2024

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, through an amendment to this Agreement. CPS Energy shall make Reasonable Efforts to obtain the ERCOT approvals necessary for TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement (“ERCOT Outage Approvals”). In the event CPS Energy is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes CPS Energy to obtain the ERCOT Outage Approvals, provided that CPS Energy shall continue to diligently pursue the ERCOT Outage Approvals.

**EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS**

In accordance with the dates in Exhibit “B” Generator shall cause to be established pursuant to Section 8.3 of Exhibit “A”, 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 a Letter of Credit (as defined below) or other security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP in the amounts and for the periods set forth below.

Business Day means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

<b>Maximum Stated Amount</b>	<b>Effective Date</b>	<b>Expiration Date*</b>
Initial amount of \$1,328,642 for Design	August 10, 2020	5 business days after notification of commercial operations
Additional amount of \$300,000 for Long Lead Materials Procurement to bring total to \$1,628,642	April 29, 2022	5 business days after notification of commercial operations
Additional amount of \$4,156,570 for Remaining Materials Procurement to bring total to \$5,785,212	August 05, 2022	5 business days after notification of commercial operations
Additional Amount of \$5,132,779 for Construction to bring Total to \$10,917,991	August 19, 2022	5 business days after notification of commercial operations

\*Applicable only for non-cash security

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

“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 major foreign commercial bank with a U.S. branch office with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service.

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

FOURTH AMENDMENT  
TO  
GENERATION INTERCONNECTION AGREEMENT

This Fourth Amendment to Generation Interconnection Agreement ("Fourth Amendment") modifies Exhibit "C" of the Generation Interconnection Agreement ("Agreement"), dated June 30, 2020 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Old Hickory Solar LLC, as such Agreement was modified pursuant to a First Amendment to Generation Interconnection Agreement between the Parties dated November 18, 2020 ("First Amendment") and was modified pursuant to a Second Amendment to Generation Interconnection Agreement between the Parties dated June 28, 2021 ("Second Amendment") and was modified pursuant to a Third Amendment to Generation Interconnection Agreement between the Parties dated February 18, 2022 ("Third Amendment"). This Fourth Amendment is made and entered into on 5.17.2022, 2022 ("Effective Date") between CPS Energy and Old Hickory Solar LLC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "C" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "C" attached to this Fourth Amendment and is hereby added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms and exhibits.

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

THE CITY OF SAN ANTONIO ACTING BY  
AND THROUGH THE CITY PUBLIC SERVICE  
BOARD (CPS ENERGY)

By: Maldonado, Ricardo Digitally signed by Maldonado,  
Ricardo (Corporate)  
Date: 2022.05.27 10:44:09 -05'00'

Name: Rick Maldonado  
Title: VP T&D Engineering and Grid  
Transformation

Date: \_\_\_\_\_

OLD HICKORY SOLAR LLC

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

Name: Cole W. Johnson  
Title: Authorized Signatory

Date: 5-17-2022

## EXHIBIT “C”: INTERCONNECTION DETAILS

1. **Name:** Old Hickory Solar (the “Plant”)
2. **Point of Interconnection Location:** The Point of Interconnection is located approximately 59 miles west of South Texas Project (STP) 345 kV switchyard on the 345 kV Elm Creek to STP transmission circuit 2 owned CPS Energy. The “Point of Interconnection” shown on Exhibit C1 shall be defined as the point at which the CPS Energy switchyard facilities are connected to the Generator facilities. This point is generally stated as the first four-hole pad reached on a CPS Energy owned piece of substation equipment, which is normally one of the EPS (revenue) metering instrument transformers.
3. **Delivery Voltage:** 345 kV (nominal)
4. **Number and Size of Generating Units:** The Plant is a photovoltaic facility with one Point of Interconnection to the grid. The Plant will consist of two three-phase generator main power transformers connected to approximately sixty-six (66) Sungrow 3600 kVA PV inverter arrays. The Plant nominal rating will be approximately 206 MW of AC power at the Point of Interconnection.
5. **Type of Generating Unit:** Photovoltaic
6. **Telemetry Equipment Inputs:** “Generator” shall provide and maintain telemetry originating at the Plant to CPS Energy.
7. **System Protection and Coordination at the Point of Interconnection:** At Generators cost, “Generator” will own, design, install, operate, maintain, and provide settings for protective devices at the “Generators” facilities for the protection scheme that protects the interconnection between the GIF and the TIF. CPS Energy will own, design, install, operate, maintain, and provide settings for protective devices at CPS Energy facilities for the protection scheme that protects the interconnection between the GIF and the TIF. “Generator” and CPS Energy will provide fully redundant protection systems. “Generator” interconnection protection shall use protective relays and devices compatible with CPS Energy protective relays and devices. CPS Energy reserves the right to specify relay types and setting requirements for interconnection with the CPS Energy BES. CPS Energy may require submittal of operational and relay one-line diagrams, relaying schematics, relay



types, proposed settings and equipment short circuit parameters for review and approval. The Parties will review the applicable protection settings to verify proper coordination between “Generator” and CPS Energy. If “Generator” or CPS Energy finds that any settings do not coordinate, “Generator” and CPS Energy agree to make changes so that settings coordinate. Once the Parties are satisfied that the settings coordinate, the Parties will provide each other an email or written statement stating that the protection system settings coordinate between the Parties. Once the plant is in operation, the Parties agree to notify each other in advance of any protection equipment, design, or setting changes that may impact the protection system coordination between the Parties. The Parties may request to review existing protection schemes and settings to verify continued coordination. Each Party should respond to the data request within 30 days.

8. **Generator Interconnection Facilities to be furnished by “Generator”:** At “Generator’s” cost, “Generator” will operate and maintain a complete generation facility including, but not limited to, inverter arrays, two three-winding main power transformers, protective devices, and other transformers and associated foundations, the terminating structure(s), all relays necessary for the protection, synchronization and coordination of the generators, generator auxiliary equipment and all facilities up to the Point of Interconnection, including 345 kV disconnect switches and/or breakers and ground grid connections.
9. **Site work and service to be furnished by “Generator”:**
  - All necessary county and state permits.
  - Geotechnical Testing (for foundation design and resistivity) in accordance to CPS Energy’s specifications.
  - “Generator” will build and compact the pad 2” below final grade in accordance to CPS Energy’s specifications.
  - The pad subgrade requirements and base thickness shall be in accordance with “Generator’s” geotechnical recommendations and with CPS Energy’s acceptance prior to and during construction.
  - Grading and Drainage design of the site must gain CPS Energy’s acceptance prior to finalizing the construction plans.

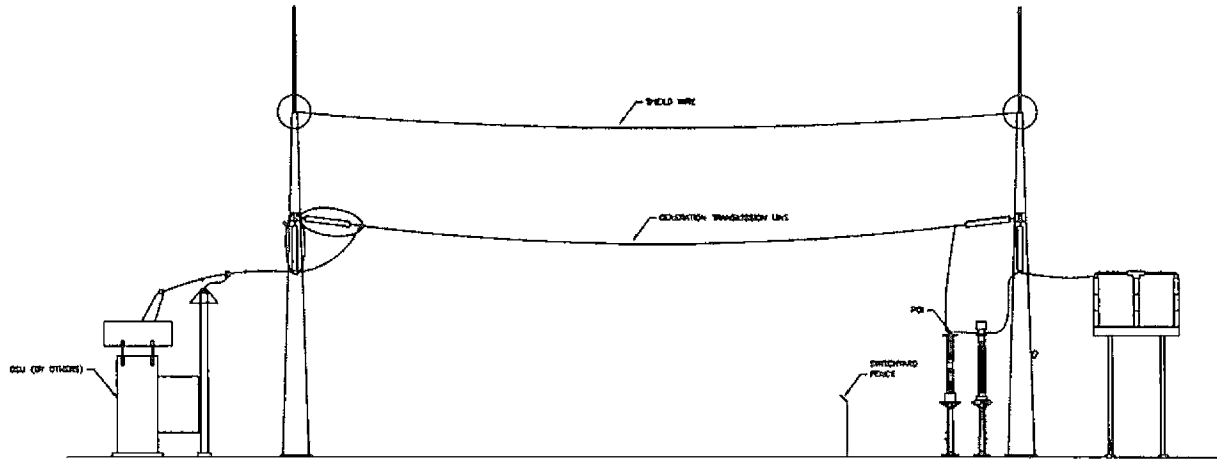
- Access road constructed with compacted base material in accordance with “Generator’s” Geotechnical recommendations and with CPS Energy’s acceptance prior to and during construction.
- “Generator” agrees to build and maintain the access road.

10. **Transmission Service Provider Interconnection Facilities to be furnished by CPS**

**Energy:** At CPS Energy’s cost, CPS Energy shall own, construct, design, procure, install, repair, operate, test, and maintain the new 345 kV switchyard including, but not limited to, bus-work, supports, structures, ground grid covering the switchyard, security fencing surrounding the switchyard, circuit breakers, disconnect switches, Supervisory Control And Data Acquisition (SCADA) and ERCOT Polled Settlement (EPS) metering, telemetry and communication facilities, relays and other equipment necessary for protection and coordination, controls, and wiring all as necessary to provide an interconnection between “Generator’s” generation facilities and the TSP System. At CPS Energy’s cost, CPS Energy will own, construct, design, procure, install, repair, operate, test, and maintain the connection from CPS Energy’s equipment to the Point of Interconnection, to include all hardware assemblies associated with the connection from the GIF to the TIF that is owned by CPS Energy, such as the first 4-hole terminal pad along the connection from the TIF to the GIF that is owned by CPS Energy, such as a dead-end assembly, switch, instrument transformer, etc.

11. **Access to Transmission Service Provider Facilities:** “Generator” must coordinate with CPS Energy in order for “Generator” personnel to gain escorted access to the TIF.

# EXHIBIT "C1": POINT OF INTERCONNECTION DETAILS





FIFTH AMENDMENT  
TO  
GENERATION INTERCONNECTION AGREEMENT

This Fifth Amendment to Generation Interconnection Agreement (“Fifth Amendment”) modifies Exhibit “B” and Exhibit “D” of the Generation Interconnection Agreement ("Agreement"), dated June 30, 2020 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Old Hickory Solar LLC, as such Agreement was modified pursuant to a First Amendment to Generation Interconnection Agreement between the Parties dated November 18, 2020 (“First Amendment”), was modified pursuant to a Second Amendment to Generation Interconnection Agreement between the Parties dated June 28, 2021 (“Second Amendment”), was modified pursuant to a Third Amendment to Generation Interconnection Agreement between the Parties dated February 18, 2022 (“Third Amendment”), and was modified pursuant to a Fourth Amendment to Generation Interconnection Agreement between the Parties dated May 17, 2022 (“Fourth Amendment”). This Fifth Amendment is made and entered into on October 10, 2022 (“Effective Date”) between CPS Energy and Old Hickory Solar LLC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" attached to the Third Amendment is deleted in its entirety and replaced by Exhibit "B" attached to this Fifth Amendment and is hereby added to the Agreement in lieu thereof.
2. Exhibit "D" attached to the Third Amendment is deleted in its entirety and replaced by Exhibit "D" attached to this Fifth Amendment and is hereby added to the Agreement in lieu thereof.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms and exhibits.

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

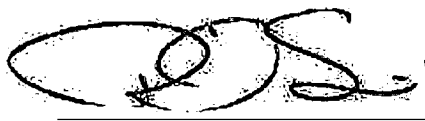
THE CITY OF SAN ANTONIO ACTING BY  
AND THROUGH THE CITY PUBLIC SERVICE  
BOARD (CPS ENERGY)

By:           Ricardo Maldonado          

Name: Ricardo Maldonado  
Title: Vice President T&D Engineering and  
Grid Transformation

Date: October 10, 2022

OLD HICKORY SOLAR LLC

By:                     

Name: Richard J. Shinder  
Title: Authorized Signatory

Date: October 6, 2022

## EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” must provide notice to proceed with design and provide security, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **August 10, 2020.**

Date by which “Generator” must provide all design inputs and have CPS Energy review approval (one (1) week to review) in order to resume design activities after being on hold: **February 18, 2022.**

Date by which “Generator” must provide notice to proceed with procurement and provide security for long lead materials (SSVT and Wave Trap), as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **April 29, 2022.**

Date by which “Generator” must provide notice to proceed with procurement and provide security for remaining materials, as specified in Section 4.2, so that CPS Energy may maintain schedule to meet the In-Service Date: **October 07, 2022.**

Date by which “Generator” must provide construction security, as specified in Section 4.3, so that CPS Energy may maintain schedule to meet the In-Service Date: **December 05, 2022.**

Date by which “Generator” must provide notice to commence construction and have complete civil work necessary to allow CPS Energy to access site and begin physical on-site work to maintain schedule to meet the In-Service Date: **January 20, 2023**

In-Service Date: May 10, 2024

Trial Operation date: May 24, 2024

Commercial Operation date: September 24, 2024

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, through an amendment to this Agreement. CPS Energy shall make Reasonable Efforts to obtain the ERCOT approvals necessary for TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement (“ERCOT Outage Approvals”). In the event CPS Energy is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes CPS Energy to obtain the ERCOT Outage Approvals, provided that CPS

Fifth Amendment: CPS Energy – OLD Hickory Solar LLC

Energy shall continue to diligently pursue the ERCOT Outage Approvals.

### **EXHIBIT “D”: SECURITY ARRANGEMENT DETAILS**

In accordance with the dates in Exhibit “B” Generator shall cause to be established pursuant to Section 8.3 of Exhibit “A”, 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 a Letter of Credit (as defined below) or other security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP in the amounts and for the periods set forth below.

Business Day means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

<b>Maximum Stated Amount</b>	<b>Effective Date</b>	<b>Expiration Date*</b>
Initial amount of \$1,328,642 for Design	August 10, 2020	20 business days after notification of commercial operations
Additional amount of \$300,000 for Long Lead Materials Procurement to bring total to \$1,628,642	April 29, 2022	20 business days after notification of commercial operations
Additional amount of \$4,156,570 for Remaining Materials Procurement to bring total to \$5,785,212	October 07, 2022	20 business days after notification of commercial operations
Additional Amount of \$5,132,779 for Construction to bring Total to \$10,917,991	December 05, 2022	20 business days after notification of commercial operations

\*Applicable only for non-cash security

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

“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 major foreign commercial bank with a U.S. branch office with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service (“Bank”). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service.

If at any time during the term of this Agreement, the TSP-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.