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SECOND AMENDMENT
TO
GENERATION INTERCONNECTION AGREEMENT

This Second Amendment modifies Exhibit "B" and Exhibit "C" of the Interconnection Agreement ("Agreement"), dated November 16, 2021 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Padua Grid, LLC as such Agreement was modified pursuant to a First Amendment to Generation Interconnection Agreement between the Parties dated May 13, 2022 ("First Amendment"). This Second Amendment is made and entered into on September 7, 2023 ("Effective Date") between CPS Energy and Padua Grid, 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 "C" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "C" 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.

CITY OF SAN ANTONIO, TEXAS,
ACTING BY AND THROUGH THE
CITY PUBLIC SERVICE BOARD

By: Maldonado, Ricardo (Corporate)
Print: Rick Maldonado
Title: VP T&D Engineering and Grid Transformation
Date: 9/07/2023

PADUA GRID, LLC

By: Eugene Settoon
Print: Eugene Settoon
Title: Chief Operating Officer
Date: 8/25/2023

EXHIBIT “B”: TIME SCHEDULE

Date by which “Generator” must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2 so that CPS Energy may maintain schedule to meet the In-Service Date: **May 31, 2022.**

Date by which “Generator” must provide notice to proceed with construction and provide security, as specified in Section 4.2 so that CPS Energy may maintain schedule to meet the In-Service Date: **October 31, 2022.**

In-Service Date: **May 24, 2024**

Trial Operation date: **September 1, 2024**

Commercial Operation date: **December 1, 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 “C”: INTERCONNECTION DETAILS

1. **Name:** Padua Grid BESS (the “Plant”)
2. **Point of Interconnection Location:** The Point of Interconnection is located approximately 1.85 miles (North) from the existing CPS Energy substation (O.W. Sommers). The “Point of Interconnection” shown on Exhibit C1 shall be defined as the point at which the CPS Energy transmission facilities are connected to the “Generator” facilities. This point is generally stated as where the first four-hole jumper terminal that connects on the CPS Energy owned dead-end structure adjacent to the GIF.
3. **Delivery Voltage:** 138 kV (nominal)
4. **Type of Generating Unit:** Battery Energy Storage System (BESS)
5. **Number and Size of Generating Units:** The Plant is a BESS consisting of one 138/34.5/13.8 kV main power transformer connecting to thirty-two (32) BESS blocks each rated for 2.4MVA for a combined gross output of 50.0 MW. The Plant control system and inverters are certified to UL 1741SA and shall limit power output to 50MW at 0.95PF at the POI.
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 and communication equipment 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 and communication equipment 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, communication equipment and other protection devices compatible with CPS Energy protective relays, communication equipment and other protection devices. CPS Energy reserves the right to specify relay types, communication equipment and protection 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. **ERCOT Polled Settlement (EPS) metering equipment for the BESS for Point of Interconnect (POI) Metering**

EPS metering shall be located at a mutually agreed upon location and reside in a standalone cabinet provided and accessible by CPS Energy.

The following TSP metering equipment will be provided by TSP and installed by Generator:

Inside Generator switchyard:

(3 ea.) Metering PT’s, 138 kV. To be mounted by Generator on Generator supplied structure.

(3 ea.) Metering CT’s, 138kV. To be mounted by Generator on Generator supplied structure.

Location of metering PT’s and CT’s shall be made accessible to TSP for routine maintenance and testing. Location of metering PT’s and CT’s shall have protection against vegetation overgrowth.

Outside Generator switchyard:

(1 ea.) Metering cabinets to be mounted by Generator on Generator supplied structure. Metering cabinet will include meters, SCADA, communication equipment, and battery backup system.

(1 lot) Multi-fiber, fiber optic cabling, from the TSP metering cabinets located outside the Generator switchyard fence to the TSP fiber splice box located at TSP’s dead-end structure located outside the Generator switchyard fence. The fiber optic cabling shall be installed in conduit provided and installed by Generator and shall be terminated by TSP.

The following TSP metering equipment will be provided and installed by Generator:

Inside Generator switchyard:

(Minimum 1 ea.) Metering stand for TSP supplied metering PT's. PTs may be mounted on single stand for 3 PTS or individual stands for each PT.

(Minimum 1 ea.) Metering stand for TSP supplied metering CT's. CTs may be mounted on single stand for 3 CTs or individual stands for each CT.

(Minimum 1 ea.) CT Metering junction box, lockable type, including two (2) CT shorting blocks. CT Metering junction box required for each stand.

(Minimum 1 ea.) PT Metering junction box and one (1) PT fuse block. PT Metering junction box required for each stand.

Metering junction box to be locked with TSP lock. Location and requirements of the metering junction box to be finalized during detailed design and provided by TSP to Generator.

Outside Generator switchyard:

(1 ea.) Metering cabinet mounting structure. Generator to provide a structure to mount TSP provided metering equipment cabinet. This cabinet will be located outside of Generator switchyard fence and shall be accessible by vehicle. The metering cabinet shall be grounded to the Generator switchyard grid. Details of equipment to be mounted on the structure will be finalized during detailed design and provided by TSP to Generator.

Inside and Outside Generator switchyard:

(1 lot) Wiring and conduit for the metering stand to include:

Conductor from CT's to metering junction box. Terminated by TSP

Conductor from PT's to metering junction box. Terminated by TSP

(1 lot) Wiring and conduit from the metering junction box to the TSP metering cabinet to include:

Conduit

Conductor for CT's. Terminated by TSP

Conductor for PT's. Terminated by TSP

(1 lot) Wiring and conduit from Generator 120 VAC source to external load panel separate from metering cabinets to provide power to metering cabinet equipment to include:

Conductor for power supply to external load panel

(1 lot) Conduit from the TSP metering cabinets to the TSP fiber splice box at TSP's dead-end structure located outside the Generator switchyard for TSP provided fiber optic cable.

Details of conductor and conduit will be finalized during detailed design and provided by TSP to Generator.

9. **ERCOT Polled Settlement (EPS) metering equipment for the BESS for Wholesale Storage Load (WSL) Metering**

The EPS metering to include WSL metering for the BESS, shall be located at a mutually agreed upon location and will reside in a standalone cabinet(s) accessible by CPS Energy.

The following TSP metering equipment will be provided by TSP and installed by Generator:

Inside Generator switchyard:

(6 ea.) Metering PT's, 34.5 kV. To be mounted by Generator on Generator supplied structure.

(6 ea.) Metering CT's, 34.5 kV. To be mounted by Generator on Generator supplied structure.

Location of metering PT's and CT's shall be made accessible to TSP for routine maintenance and testing. Location of metering PT's and CT's shall have protection against vegetation overgrowth.

Outside Generator switchyard:

(2 ea.) Metering cabinets to be mounted by Generator on Generator supplied structure. Metering cabinet will include meters, SCADA, communication equipment, and battery backup system.

(1 lot) Multi-fiber, fiber optic cabling, from the TSP metering cabinets located outside the Generator switchyard fence to the TSP fiber splice box located at TSP's dead-end structure located outside the Generator switchyard fence. The fiber optic cabling shall be installed in conduit provided and installed by Generator and shall be terminated by TSP.

The following TSP metering equipment will be provided and installed by Generator:

Inside Generator switchyard:

(2 ea.) Metering stand, pole, or cabinet for TSP supplied metering PT's and metering CT's. TSP prefers ability to visually inspect PT's and CT's without the need to open any enclosure.

(2 ea.) Metering junction box, lockable type, including two (2) CT shorting blocks and one (1) PT fuse block. Metering junction box to be locked with TSP lock. Location and requirements of the metering junction box to be finalized during detailed design and provided by TSP to Generator.

Outside Generator switchyard:

(1 ea.) Metering cabinet mounting structure. Generator to provide a structure to mount TSP provided metering equipment cabinet. This cabinet will be located outside of Generator switchyard fence and shall be accessible by vehicle. The metering cabinet shall be grounded to the Generator switchyard grid. Details of equipment to be mounted on the structure will be finalized during detailed design and provided by TSP to Generator.

Inside and Outside Generator switchyard:

(1 lot) Wiring and conduit for the metering stand to include:

Conductor from CT's to metering junction box. Terminated by TSP

Conductor from PT's to metering junction box. Terminated by TSP

- (1 lot) Wiring and conduit from the metering junction box to the TSP metering cabinet to include:
 - Conduit
 - Conductor for CT's. Terminated by TSP
 - Conductor for PT's. Terminated by TSP
 - (1 lot) Wiring and conduit from Generator 120 VAC source to external load panel separate from metering cabinets to provide power to metering cabinet equipment to include:
 - Conductor for power supply to external load panel
 - (1 lot) Conduit from the TSP metering cabinets to the TSP fiber splice box at TSP's dead-end structure located outside the Generator switchyard for TSP provided fiber optic cable.
- Details of conductor and conduit will be finalized during detailed design and provided by TSP to Generator.

10. **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, BESS blocks, one three-winding main power transformer, 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 138 kV disconnect switches and/or breakers and ground grid connections.
11. **Site work and service to be furnished by "Generator":**
 - All necessary federal, state, local permits and platting requirements of the county.
 - Geotechnical Testing (for foundation design and soil resistivity) in accordance to CPS Energy's specifications.
 - "Generator" must provide boundary survey and topographical survey CADD files to CPS Energy for use in design by CPS Energy or CSP Energy Engineering Consultants. "Generator" will provide all meets and bound descriptions, exhibits, and maps necessary for creation of all easements and required for transfer of the land to CPS Energy.
 - 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.

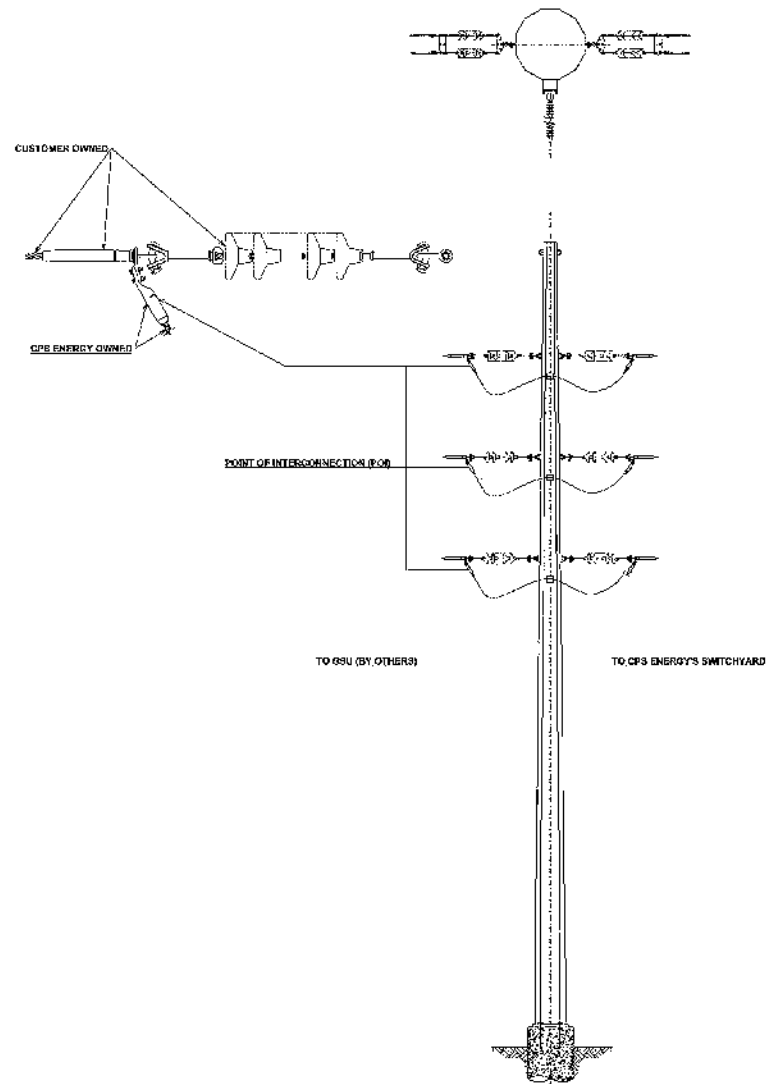
- “Generator” will be responsible for maintenance of the access road and all CPS Energy easements for TSP’s ingress and egress to and from the TIF located adjacent to the Generator switchyard, including but not limited to, TSP’s POI, ERCOT Polled Settlement metering to include WSL metering facilities, and that they are accessible 24/7 and safely traversable in all weather conditions.

12. **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 expansion of the existing O.W. Sommers 138 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 approximately 1.85 mile 138 kV generation tie-line from CPS Energy’s O.W. Sommers 138 kV substation 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 single circuit pole line from the 138 kV TIF to the four-hole jumper terminal on the last CPS Energy owned dead-end structure adjacent to the GIF or before the GIF.

13. **Access to Transmission Service Provider Facilities:** “Generator” does not require access to the TIF.

EXHIBIT “C1”: POINT OF INTERCONNECTION DETAILS



CPS Energy's last structure before Generator's facility

EXHIBIT "C2": TIF ONE-LINE DIAGARM

