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LCRA TRANSMISSION SERVICES CORPORATION

ENERGY • WATER • COMMUNITY SERVICES

January 27, 2023

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

RE: Project No. 35077 – LCRA Transmission Services Corporation's Transmission contract Filing Pursuant to Subst. Rule 25.195(e)

To whom it may concern:

Enclosed for filing in Project No. 35077 is the December 28, 2023, Third Amendment to the ERCOT Standard Generation Interconnection Agreement (the "Agreement") dated March 3, 2023 between LCRA Transmission Services Corporation ("LCRA TSC") and Lower Colorado River Authority ("Generator"). This amendment includes the addition of Uhland Maxwell Expansion 25INR0503 to the Agreement. This filing is made to the Public Utility Commission of Texas pursuant to Substantive Rule 25.195(e).

Please feel free to contact me at Interconnection_Agreements@lcra.org if there are any questions regarding this interconnection agreement.

Sincerely,

Cris Ureña, P.E.
Director, Facility Scoping and Service Agreements

Enclosure

THIRD AMENDMENT TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Third Amendment ("Amendment") is made and entered into this 28 day of December 2023, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Lower Colorado River Authority ("Generator"), collectively referred to hereinafter as the Parties.

WHEREAS, the Transmission Service Provider and Generator entered into that certain ERCOT Standard Generation Interconnect Agreement executed March 3, 2023 (the "Original Agreement"); as amended by that First Amendment to the ERCOT Standard Generation Interconnection Agreement executed April 17, 2023; as amended by that Second Amendment to the ERCOT Standard Generation Interconnection Agreement executed August 15, 2023 (the "Agreement");

WHEREAS, the Generator has notified TSP of an increase in the capacity of the Plant of 188.4-MW, which will require two additional Points of Interconnection, requested via ERCOT Generation Interconnection or Change Request ("25INR0503");

WHEREAS, TSP shall interconnect Generator's Plant consistent with the results of the Facilities Study being developed pursuant to the Full Interconnection Study Agreement executed between the Parties and pursuant to 25INR0503;

WHEREAS, the TSP's estimated cost for the additions to the TIF necessary for the connection of the 25INR0503 Uhland Maxwell Expansion project have been incorporated to security amounts noted in Exhibit "E" of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibits "B", "C" and "E" are deleted in their entirety and the Exhibits "B", "C" and "E" attached to this Amendment are hereby added to the Agreement in lieu thereof.

2. This Amendment will become effective upon execution by both Parties.

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

[Signature page to follow]

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.

Lower Colorado River Authority

By: Randa Stephenson

Signature: Randa Stephenson (Dec 28, 2023 14:53 CST)

Title: Chief Commercial Officer

Date: Dec 28, 2023

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: Sergio Garza

Title: Vice President, LCRA Transmission Design and Protection

Date: Dec 28, 2023

Exhibit "B"
Time Schedule

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

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

1. Generator Deliverables:

1.1. 25INR0223 Uhland Maxwell

(a) Date by which Generator must provide written notice to proceed with design and procurement and provide security, as specified in Section 4.2 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: [redacted]

(b) Date by which Generator must deliver to TSP surveys including the boundary survey plat(s) and legal descriptions; topographic surveys with contours; and subsurface utility engineering ("SUE") surveys, per TSP provided surveying specifications and TSP engineering review, of the tracts specified in Exhibit "C", so that TSP may maintain schedule to meet the In-Service Date: [redacted]

(c) Date by which Generator must deliver to TSP parameters for the access road designed to support the Generator's construction activities: [redacted]

(d) Date by which Generator must deliver to TSP initial drainage design calculations in support of TSP's civil design of the Substation Site: [redacted]

(e) Date by which Generator must deliver to TSP final drainage design calculations in support of TSP's civil design of the Substation Site: [redacted]

(f) Date by which Generator must provide written notice to commence construction and provide security, as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date; however, construction start is subject to TSP's acquisition of the necessary and applicable site development permits from the appropriate Governmental Authorities to begin construction for the Substation Site: [redacted]

(g) Date by which Generator must convey to TSP real property rights as described in Section 12 of Exhibit "C", as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: [redacted]

1.2. 25INR0503 Uhland Maxwell Expansion

(a) Date by which Generator must provide written notice to proceed with design and procurement and provide security, as specified in Section 4.2 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: [redacted]

(b) Date by which Generator must deliver to TSP engineering design survey data, including the boundary survey plat(s) and legal descriptions; topographic surveys with contours; and subsurface utility engineering ("SUE") surveys, per TSP provided surveying specifications and TSP engineering review, of the tracts specified in Exhibit "C" Section 12.C, so that TSP may maintain schedule to meet the In-Service Date: [redacted]

(c) Date by which the Generator must provide the Generator's schedule for construction and start of Trial Operation activities for the Plant and GIF: [redacted]

(d) Date by which Generator must provide written notice to commence construction and provide security, as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: [redacted]

(e) Date by which Generator must convey to TSP real property rights as described in Section 12 of Exhibit "C" for use in construction of the TIF, as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: [redacted]

(f) Date by which Generator must provide notice to TSP that Generator has submitted a complete Resource Asset Registration Form ("RARF") to ERCOT with energization date: [redacted]

(g) Date by which Generator must provide notice to TSP identifying its Qualified Scheduling Entity ("QSE"): [redacted]

(h) Date by which Generator must provide in ASPEN OneLiner format the short circuit model for the GIF, the generators and collector facilities prior to the protective relay settings being calculated: [redacted]

(i) The coordination of protective device settings for the initial energization of the Point of Interconnection and setting modifications, requested by TSP, will be finalized by the Generator no later than **ten (10) business days prior to energization.**

2. Interconnection Milestones:

2.1 25INR0223 Uhland Maxwell

a. In - Service Date(s): [redacted]

b. Scheduled Initial Synchronization Date: [redacted]

c. Scheduled Commercial Operation Date: [redacted]

2.2 25INR0503 Uhland Maxwell Expansion

a. In - Service Date: [redacted]

b. Scheduled Initial Synchronization Date: [redacted]

c. Scheduled Commercial Operation Date: [redacted]

For purposes of Sections 2.1.B and 8.3 of Exhibit "A", Terms and Conditions, the term Scheduled Commercial Operation Date shall be the Scheduled Commercial Operation Date associated with the respective ERCOT Generation Interconnection or Change Request.

3. <u>Conditions to Time Schedule:</u>

a. The Parties may mutually agree to change the dates and times of this Exhibit B.

b. If the TSP incurs additional costs (including direct or indirect costs) for demobilization and remobilization resulting from the Generator's requested delay of the In-Service Date the TSP may require the Generator to make a contribution in aid of construction for such costs. Generator will pay such costs within thirty (30) days of receipt of an invoice from the TSP.

c. If the TSP identifies cost caused by the Generator's proposed design, design changes, siting, or construction of the GIF or Plant which could have been avoided by an alternative design, siting, or construction preferred by the TSP (and as already described in Section 9.0 and depicted in Exhibit "C3"), the Generator will make a contribution in aid of construction for such actual costs incurred by the TSP (including direct or indirect costs). Generator will pay TSP within thirty (30) days of receipt of invoice(s) from the TSP.

d. The TSP has utilized pre-design cost estimates in developing the financial security requirement for the TIF, and upon completion of the design the TSP may require the Generator to execute an amendment to this Agreement to account for any necessary

changes resulting from the Facilities Study (and any required ERCOT approvals) and/or the final design of the TIF on: (i) the Time Schedule set forth in this Exhibit "B"; (ii) the Interconnection Details set forth in Exhibit "C"; and/or (iii) the Security Arrangement Details set forth in Exhibit "E" to this Agreement. Generator shall execute such an amendment within thirty (30) days of receipt of written notice from TSP.

Exhibit "C"
Interconnection Details

1. Name: Uhland Maxwell (25INR0223), Uhland Maxwell Expansion (25INR0503)

2. Point of Interconnection location: The Points of Interconnection will be at the new LCRA TSC John Dumas Substation ("TSP Substation") located in Caldwell County, TX at the approximate location shown in Exhibit "C3". The Points of Interconnection, shown on Exhibit "C1" and Exhibit "C2" shall be the physical point where the TSP Substation facilities are connected to the GIF. These points are more specifically defined as being located at the 4-hole pad terminals on each dead-end assembly where the Generator's 345-kV radial lines connect to TSP's free-standing steel interconnection dead-end transmission structures at the Plant ("POI Structures"). There will be a total of four Points of Interconnection connecting the TSP Substation to the Plant.

3. Delivery Voltage: 345-kV

4. Number and size of Generating Units ("The Plant"): The Plant consists of two Internal Combustion Engine (Reciprocating) Generation facilities each rated at 188.4-MW with two (2) Points of Interconnection to the grid. The Plant combined total rating will be approximately 376.8-MW of AC power.

5. Type of Generating Unit:

Project Name	**Total MW**	**Rating (MVA)**	#	**Type**
Uhland Maxwell	188.4	23.55	10	Natural Gas Internal Combustion (Reciprocating)
Uhland Maxwell Expansion	188.4	23.55	10	Natural Gas Internal Combustion (Reciprocating)

6. Metering Equipment:

A). TSP's EPS Metering Facilities will be located at the TSP Substation as part of the TIF. Three 345-kV extended range, metering current transformers will be used to accurately read the generation energy and power delivered to the grid and the auxiliary energy and power consumed through each Point of Interconnection. Three 345-kV metering accuracy voltage transformers will also be installed at each Point of Interconnection by the TSP for the EPS Metering Facilities. The EPS metering panel(s) furnished by the TSP will be located in the TSP Substation. The Generator will not have direct connection to TSP's EPS Meter(s); however, upon request, the Generator may request

access to 15-minute interval meter data in accordance with TSP's EPS meter external access guidelines.

7. Telemetry Equipment:

A. A remote terminal unit ("RTU") will be furnished by the TSP at the TSP Substation as part of the TIF and will provide applicable breaker status and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.

B. An RTU(s) will be furnished by the Generator at the Generator's interconnection substation(s) as part of the GIF and will provide breaker status and other telemetered data to ERCOT as required by the ERCOT Nodal Operating Guides. The Generator is responsible for providing all necessary equipment for the telemetering and control of the GIF and Plant, including any necessary voltage and reactive output monitoring, located in the GIF, necessary for the dispatch and operation of the Plant.

8. Generator Interconnection Facilities: The Generator will provide as a minimum, the following major equipment for the GIF:

8.1 For Uhland Maxwell (25INR0223)

A). Two 345-kV radial connection approximately 80 feet in length consisting of phase conductors with necessary material to dead-end and connect to the POI Structure outside the TSP Substation;

B). A 345-kVdead-end structure located near the POI Structure. Generator shall follow and conform to LCRA TSC's POI Structure design parameters for the height and framing of this structure, the arrangement of the phases, static wire type, and exact location of the structure. Generator will provide the design to TSP for review and approval no fewer than one-hundred and twenty (120) days prior to conveyance of the real property rights associated with the POI Structure to TSP;

C). Two (2) fiber optic cables (Corning SMF-28e/e+ or equivalent minimum of 144 strand, single-mode) from Generator's interconnection substation control building to the TSP's fiber splice boxes (OPGW AFL DNO-11243 or compatible equivalent) for each Point of Interconnection; Two (2) fiber optic cables per POI Structure; Generator will provide 150 feet of OPGW slack on the coil bracket at the Points of Interconnection; Generator will provide the specification of the fiber to be terminated at the TSP POI fiber splice boxes for TSP review and approval no fewer than one hundred and twenty (120) days prior to the In-Service Date;

D). Generator's interconnection substation including control building(s), 345-kV generation step-up ("GSU") transformer(s), transformer protection package(s), 345-kV circuit breaker(s), 345-kV circuit disconnect switch(es), and protective relaying panels

for the Generator's 345-kV circuits that will coordinate with the TSP's line panels at the TSP Substation for the Generator line protection (Generator's GSU and/or autotransformer shall utilize a grounded-wye configuration on the high-side voltage winding in order to provide adequate ground fault protection);

E). RTU(s) and panels to provide breaker status, telemetry, and energy data from the Generator's interconnection substation(s) to the Plant, Generator and ERCOT; and

F). Associated structures, bus-work, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the GIF.

8.2 For Uhland Maxwell Expansion (25INR0503)

A). Two 345-kV radial connection approximately 80 feet in length consisting of phase conductors with necessary material to dead-end and connect to the POI Structure outside the Generator's interconnection substation;

B). A 345-kV dead-end structure located near the POI Structure. Generator shall follow and conform to LCRA TSC's POI Structure design parameters for the height and framing of this structure, the arrangement of the phases, static wire type, and exact location of the structure. Generator will provide the design to TSP for review and approval no fewer than one-hundred and twenty (120) days prior to conveyance of the real property rights associated with the POI Structure to TSP;

C). Two (2) fiber optic cables (Corning SMF-28e/e+ or equivalent minimum of 144 strand, single-mode) from Generator's interconnection substation control building to the TSP's fiber splice boxes (OPGW AFL DNO-11243 or compatible equivalent) for each Point of Interconnection; Two (2) fiber optic cables per POI Structure; Generator will provide 150 feet of OPGW slack on the coil bracket at the Points of Interconnection; Generator will provide the specification of the fiber to be terminated at the TSP POI fiber splice boxes for TSP review and approval no fewer than one hundred and twenty (120) days prior to the In-Service Date;

D). Generator's interconnection substation including control building(s), 345-kV generation step-up ("GSU") transformer(s), transformer protection package(s), 345-kV circuit breaker(s), 345-kV circuit disconnect switch(es), and protective relaying panels for the Generator's 345-kV circuits that will coordinate with the TSP's line panels at the TSP Substation for the Generator line protection (Generator's GSU and/or autotransformer shall utilize a grounded-wye configuration on the high-side voltage winding in order to provide adequate ground fault protection);

E). RTU(s) and panels to provide breaker status, telemetry, and energy data from the Generator's interconnection substation(s) to the Plant, Generator and ERCOT; and

F). Associated structures, bus-work, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the GIF.

9. Transmission Interconnection Facilities: The TIF shall consist of, without limitation, the following facilities and appurtenances:

9.1 For Uhland Maxwell (25INR0223)

A). Modifications to the TSP's existing 345-kV transmission lines T511, T510 and T519;

1. 345-kV dead-end transmission structures for the transmission line cut-in of T511;

2. 345-kV dead-end transmission structures for the transmission line fly-over of T510;

3. 138-kV dead-end transmission structures for the reroute of T519.

B). Two (2) POI Structures for the interconnection to Generator's 345-kV radial circuits including 345-kV span(s) of conductors, OPGW, shield wire, and associated intermediate structure(s) from the POI Structures to the TSP Substation H-frame structure along with the jumpers between the TSP conductors and the Generator's radial circuit conductors at the POI Structures;

C). One (1) (approximately 16.3 acres) 345-kV "John Dumas" Substation which will include the following:

1) Four (4) substation A-frame structures within TSP Substation;

2) Two (2) substation H-frame structures within TSP Substation

3) 345-kV bus including bus supports and foundations;

4) Sixteen (16) 345-kV 209/220 MCOV surge arresters;

5) Eight (8) 345-kV coupling capacitor voltage transformers;

6) Four (4) 345-kV power voltage transformer;

7) Eight (8) 345-kV, 5000A, 63-kAIC circuit breakers with foundations and protective relay panels;

8) Twenty (20) 345-kV, 5000A three-pole switches with supporting structures and foundations;

9) Two (2) 345-kV, 4000A three-pole switches with supporting structures and foundations;

10) One (1) Control enclosure with foundation;

11) RTU(s) and panels to provide breaker status, telemetry and energy data;

12) EPS Metering Facilities which will include the following:

(a) One (1) EPS metering panel;

(b) Four (4) EPS meters (two primary meters and two backup meters, one set for each POI);

(c) Six (6) 345-kV extended range metering CTs; and

(d) Six (6) 345-kV metering class voltage transformers.

D). Shared driveway entrance and access road for use by the Generator for access to the Plant.

9.2 For Uhland Maxwell Expansion (25INR0503)

A). Modifications to the TSP's existing 345-kV transmission lines T511, T510 and T519;

1. Reconfiguration of the 345-kV dead-end transmission structures for the transmission line cut-in of T510 and re-termination of T511;

2. T519 structure 22 replacement with a new 138-kV transmission H-Frame dead-end structure.

B). Two (2) POI Structures for the interconnection to Generator's 345-kV radial circuits including 345-kV span(s) of conductors, OPGW, shield wire, and associated intermediate structure(s) from the POI Structures (less than 200 ft tall) to the TSP Substation H-frame structure (approximately 0.3 miles) along with the jumpers between the TSP conductors and the Generator's radial circuit conductors at the POI Structures;

C). Within the 345-kV "John Dumas" Substation which will include the following:

1) One (1) substation A-frame structures within TSP Substation;

2) One (1) substation H-frame structures within TSP Substation

3) 345-kV bus including bus supports and foundations;

4) Twelve (12) 345-kV 209/220 MCOV surge arresters;

5) Six (6) 345-kV coupling capacitor voltage transformers;

6) Four (4) 345-kV, 5000A, 63-kAIC circuit breakers with foundations and protective relay panels;

7) Four (4) 345-kV, 5000A three-pole switches with supporting structures and foundations;

8) Two (2) 345-kV, 4000A three-pole switches with supporting structures and foundations;

9) Modification to RTU(s) and panels to provide breaker status, telemetry, and energy data;

10) EPS Metering Facilities which will include the following:

(a) One (1) EPS metering panel;

(b) Four (4) EPS meters (two primary meters and two backup meters, one set for each POI);

(c) Six (6) 345-kV extended range metering CTs; and

(d) Six (6) 345-kV metering class voltage transformers.

10. Telecommunication Facilities: Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Plant and GIF with the transmission system.

A. The Generator shall own, and be responsible for installation, operation, and maintenance of fiber optic communication facilities between the Generator's transmission voltage substations and the POI Structure at the Point of Interconnection. TSP will complete the dress out and termination of the fiber in the splice boxes at the Point of Interconnection. The Generator shall provide the dedicated channels or fiber pairs as necessary for, including, Generator's 345-kV radial circuit protective relaying, TSP's EPS metering, and Remedial Action Scheme communications.

B. Voice communications provided by the Generator shall at a minimum include one voice circuit in the Generator's interconnection substation control buildings for purposes of field to control room communications.

C. [reserved]

11. System Protection Equipment:

A). Generator will provide a line protection panel(s) for Generator's 345-kV radial circuit at the Generator's facilities, which will coordinate with the TSP's line panel(s) at the TSP Substation.

B). Generator will be responsible for the proper synchronization of its facilities with the TSP's transmission system, in accordance with ERCOT guidelines.

C). The Plant and the GIF shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the ERCOT System. The Generator shall be responsible for protection of its facilities. In particular, Generator shall provide relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the generation equipment to any short circuit occurring on the TSP system. Such protective equipment shall include, without limitation, a disconnect device or switch with the appropriate interrupting capability to be located within the GIF. In addition to faults within the Plant and the GIF, Generator shall be responsible for protection of such facilities from such conditions as negative sequence currents, over or under frequency, sudden load rejection, over or under voltage, generator loss of field, inadvertent energization (reverse power) and uncleared transmission system faults.

D). In accordance with Good Utility Practice and ERCOT Requirements and NERC Reliability Standards, the TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generator shall have the right to review and comment on the necessary protection requirements. The TSP shall coordinate the relay system protection between Generator and the ERCOT System.

E). The Plant and the GIF shall have protective relaying that is consistent with the protective relaying criteria described in Section 11.D. If requested by the TSP, Generator shall, at its expense, timely provide corrections, upgrades, or additions to existing control and protective equipment required to protect the ERCOT System or to comply with government, industry regulations, or standard changes.

F). The Generator's protective relay design shall incorporate the necessary test switches to enable complete functional testing. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping generator units.

G). The disturbance and fault monitoring for both Generator and TSP shall be consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC Reliability Standards.

a. Generator shall install sufficient disturbance and fault monitoring equipment to thoroughly analyze all system disturbances of the generation system. This equipment shall monitor the voltages at major nodes of the system, current at major branches, breaker and switch positions, and provide sequence of event reporting and relay event reporting to analyze a system disturbance.

b. The TSP shall provide for disturbance and fault monitoring equipment in its TSP Substation.

H). Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the two Parties, Generator shall submit the proposed changes to the TSP for review and approval. TSP's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with the ERCOT Transmission Grid.

I). The Generator shall provide in Aspen One-Liner format the short circuit model for the GIF, the generators and collector facilities prior to the protective relays settings being calculated and in no case later than 60 days prior to the initial actual in-service date. Generator data submitted in accordance with Section 7.3 of Exhibit "A" shall include, but not be limited to, (1) a detailed oneline diagram of the proposed Plant and GIF showing the collector buses and their voltages, (2) conductor types and lengths of all lines connecting the collector buses to the TSP Substation, (3) the total number of engines to be served by each collector bus, (4) size, make and model of engines, (5) capacitor bank sizes, locations (electrical) and control settings, and (6) the impedance and rating data of each radial circuit, GSU and/or autotransformer that will be installed to deliver power from the Plant to the ERCOT Transmission Grid.

J). The coordination of protective device settings for the initial energization of the Point of Interconnection and setting modifications, requested by TSP, will be finalized by the Generator no later than ten (10) business days prior to energization.

12. Real Property Rights and Access Road Provisions:

A. Generator has provided the anticipated route for the Generator's 345-kV radial circuit as well as its projected intersection with the 345-kV transmission line between TSP's Clear Springs and Gilleland Creek substations. This intersection represents the approximate location of the proposed TSP John Dumas Substation (the "Substation Site"). The Substation Site is generally described as an area of approximately 16.3 acres located roughly four-line miles east of Camp Gary in Caldwell County, near the City of Maxell, Texas. The TSP has acquired the Substation Site property from the Generator.

B. Generator has conveyed to TSP, a separate stand-alone transmission easement, in a form approved by TSP, including access rights for the portion of the TIF related to Uhland Maxwell (25INR0223) previously described in Section 9.1.B above and as generally depicted in Exhibit "C3" ("P1 TSP Easement Areas")

C. Generator will convey to TSP, a separate stand-alone transmission easement, in a form approved by TSP, including access rights for the portion of the TIF related to Uhland Maxwell Expansion (25INR0503) previously described in Section 9.2.B above and as generally depicted in Exhibit "C3" ("P2 TSP POI Easement Area") and an aerial transmission easement in a form approved by TSP, including access rights for the portion of the TIF related to Uhland Maxwell Expansion (25INR0503) previously described in Section 9.2.B above and as generally depicted in Exhibit "C3" ("P2 TSP TL Easement").

D. TSP has constructed a shared access road on the Substation Site. Generator has reserved an access easement in a form and location acceptable to TSP (the "Generator's Access Easement") across the Substation Site for access to the GIF and Plant.

E. These necessary real property rights described in Sections 12.A, 12.B, and 12.C above are required before TSP can commence construction, as contemplated in Exhibit A, Section 4.3. Therefore, if TSP does not accept the Substation Site and Easements or is unable to acquire the Substation Site and Easements by the date noted in Exhibit "B", TSP and Generator will work toward finding a site that meets TSP's approval and will amend this Agreement, including TSP's In-Service Date(s), as necessary.

F. In no event shall the Substation Site or Easements be subject to any lien or any other encumbrance unacceptable to TSP. Generator shall, at no cost to TSP, release any encumbrance that Generator may have on the acquired Substation Site and Easements.

G. Generator, at no cost to TSP, agrees to deliver to TSP by the date noted in Exhibit "B", surveys including the boundary survey plat(s) and legal description(s); topographic survey with half-foot (1/2) contours; and a SUE survey, per TSP provided surveying specifications and TSP engineering review, of the tracts necessary in Sections 12.A, 12.B and 12.C above.

H. TSP's acquisition of the real property rights noted in this Section 12 above is subject to (i) TSP's review and acceptance of surveys, title commitment and title insurance policy for the Substation Site and Easements, together with legal documentation, all, to be acquired at Generator's expense on behalf of TSP, (ii) archeological research and an environmental site assessment conducted by TSP, and (iii) any necessary TSP Board approval.

I. Generator hereby grants to the TSP and its duly authorized representatives and employees, permission to enter upon Generator's premises for the purpose of performing work necessary pursuant to this Agreement, and to install, maintain, operate, inspect, test, repair, replace, upgrade, and remove, the necessary equipment, and devices required for the performance of this Agreement on the Generator's premises. Parties shall not connect Transient Cyber Assets or Removable Media into each other's Cyber Assets at the Generator's interconnection substation(s). Any such

activity by TSP is subject to the Generator's physical and cyber security access practices, procedures and requirements.

J. TSP is responsible for the acquisition of certain real property rights and consents necessary for the TIF, as noted in Section 9.2, from impacted landowners and as identified in Exhibit "C3" ("TSP Acquired Easements"). TSP will acquire real property rights in accordance with TSP's standards and requirements. Should TSP be unable to obtain landowner consents for the TIF or unable to acquire real property by the date in Exhibit "B", TSP will notify the Generator of the necessary changes to the design of the TIF and submit revised In-Service Date(s) and milestones in Exhibit "B".

13. Supplemental Terms and Conditions:

A). Device Numbers, Switching and Clearance:

(a) Generator shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the GIF, whether for testing or for operations of the Plant, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The TSP shall coordinate switching at the Point of Interconnection. Each Party shall be responsible for operation of their facilities.

(c) In the event the Generator desires to have the ability to operate any directly connected TSP facilities for emergency operations switching, the TSP will provide transmission switching training to Generator personnel along with a copy of the TSP's transmission operations procedure manual ("Red Book") and any subsequent amendments thereto. Generator personnel or their designated agents that are to perform switching of the directly connected TSP facilities must be on the TSP authorized switching list. Generator and the TSP agree to conduct all switching operations of any directly connected TSP facilities in accordance with the Red Book, as it may be changed by the TSP from time to time.

(d) Generator will establish: i) unique name(s) for the Generator's interconnection substations, unit main transformers and switching station(s) connected at transmission voltage; ii) device numbers for all transmission voltage 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 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 submitted to TSP. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

(e) Each Party will keep records of maintenance and switching operations of control and protective equipment associated with this interconnection and will allow the other Party reasonable access to inspect such records.

B). Auxiliary Power Delivery to Generator by TSP: TSP considers the auxiliary energy and power that the Plant and GIF may from time to time consume from the 345-kV Point of Interconnection to be a retail transaction and as such, the TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail service provider for the energy and power that the Plant and GIF may consume from the 345-kV ERCOT Transmission Grid through the Point of Interconnection. Generator shall supply notification to the TSP identifying their retail service provider 120 days prior to the In-Service Date and Generator shall supply notification to the TSP 60 days prior to any changes in retail service provider, thereafter.

C). Operational Notifications:

(a) Generator shall supply notification to the TSP identifying its Qualified Scheduling Entity (QSE) 120 days prior to the In-Service Date and Generator shall supply notification to the TSP 60 days prior to any changes in QSE, thereafter.

(b) In the event of any interruption of service, TSP shall provide prompt notice to Generator of cause of such interruption and an estimation of when the Plant may be re-connected to the TSP.

14. Special Operating Conditions:

A). Quality of Power: Generator shall provide a quality of power into the TSP system consistent with the applicable ERCOT Requirements and NERC Reliability Standards.

B). Harmonics: The Generator's alternating current generating system must have a frequency of 60 Hz, be designed for balanced three-phase operation, not cause unreasonable imbalance on the ERCOT System or the TSP Substation equipment, and adhere to the recommendations in Institute of Electrical and Electronic Engineers Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems (IEEE 519), or its successor.

C). Voltage, Frequency and Reactive Support:

(a) Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.

(b) Generator shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through (VRT) capability.

(c) The Generator shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP's system with such controls in service. Generator shall notify the TSP at any such time that such controls are out of service.

D). ERCOT Operating Arrangements: A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Remedial Action Scheme may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Remedial Action Scheme" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generator. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Remedial Action Scheme may be necessary.

E). Back-up Power during Point of Interconnection Outage: The Generator acknowledges that this Point of Interconnection may not always be available due to maintenance or other outage activities and at these times of unavailability the loss of both generator output and power delivery to the Generator will not be the responsibility of the TSP. The Generator is responsible for providing any back-up power sources that it may require due to the unavailability of this Point of Interconnection for any period of time.

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Exhibit "C1"
Point of Interconnection Details

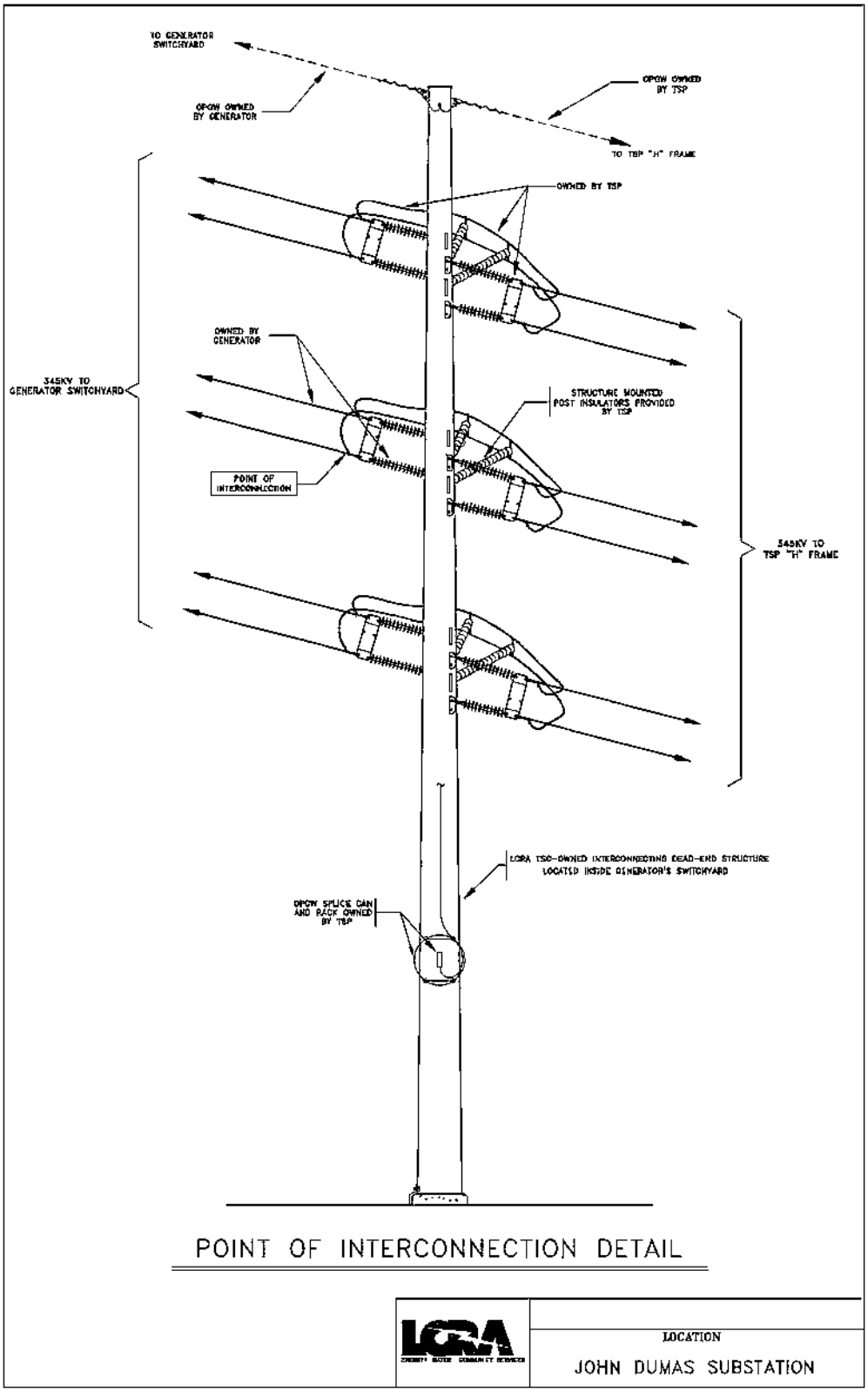

Exhibit "C2"

One Line Diagram – TIF, GIF, and the Plant

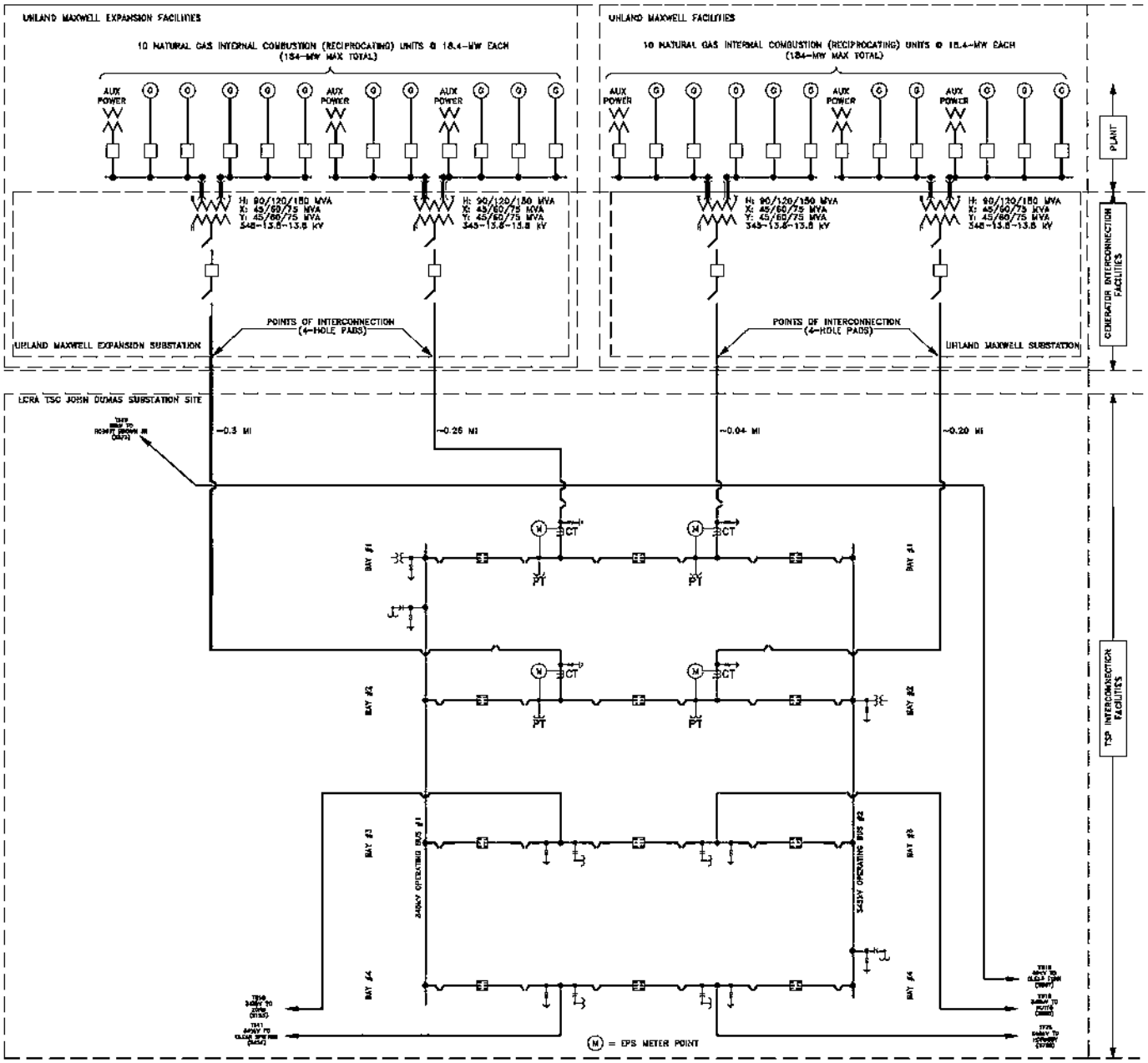

Exhibit "C3"
Substation Site and POI Locations

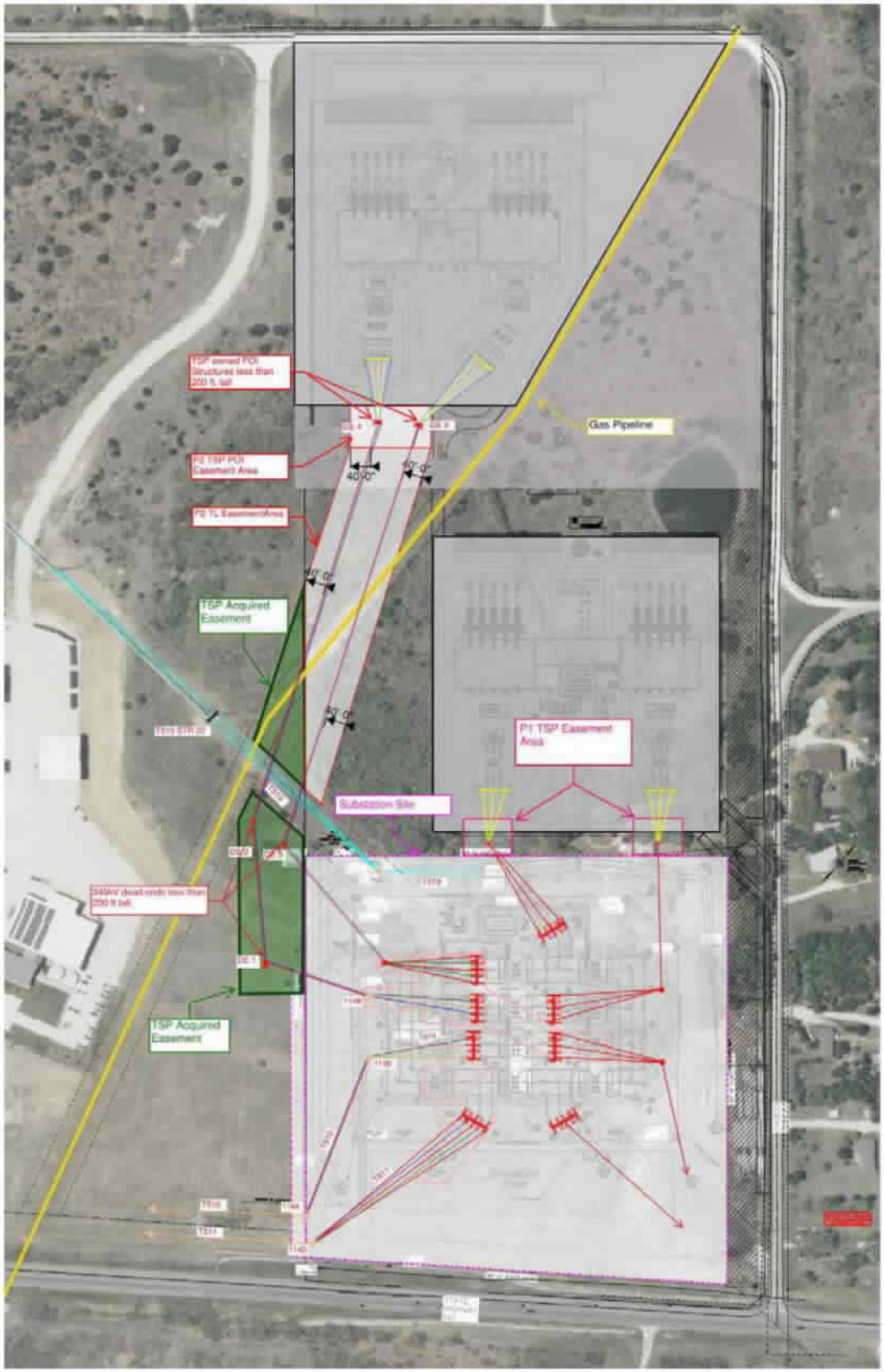

Exhibit "E"
Security Arrangement Details

a. Security Requirements: 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) ten (10) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved and TSP has verified the same with ERCOT 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 cash deposit or other security reasonably acceptable to TSP ("Security Instrument") for the benefit of TSP in a commercially acceptable form consistent with this Exhibit "E" and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amounts and for the periods set forth below.

Business Day shall mean 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.

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:

Maximum Stated Amount	Effective Date	Expiration Date
Initial amount of $[redacted] for Design ($[redacted]) and for Procurement ($1[redacted])	As specified in Exhibit "B" for 25INR0223 Uhland Maxwell	No earlier than fifteen (15) months after the Commercial Operation Date for 25INR0223 Uhland Maxwell
Additional amount of $[redacted] for Construction to bring total to $[redacted]	As specified in Exhibit "B" for 25INR0223 Uhland Maxwell	
Additional amount of $[redacted] for Procurement and Construction to bring total to $[redacted]	Effective Date of the Third Amendment	
Additional amount of $[redacted] for Design ($[redacted]) and for Procurement ($[redacted]) to bring total to $[redacted]	As specified in Exhibit "B" for 25INR0503 Uhland Maxwell Expansion	No earlier than fifteen (15) months after the Commercial Operation Date for 25INR0503 Uhland Maxwell Expansion
Additional amount $[redacted] for Construction to bring total to $[redacted]	As specified in Exhibit "B" for 25INR0503 Uhland Maxwell Expansion	

TSP may, by written notice to Generator, require Generator to increase or replenish the Security Instrument from time to time if TSP determines in its reasonable discretion that the remaining Security Instrument amount is not adequate to cover the costs that TSP then reasonably estimates could become payable pursuant to this Agreement; provided, however, that TSP may not require additional Security Instrument amounts for costs that are caused by TSP's failure to comply with its obligations under this Agreement. Generator will tender any such increase or replenishment of the Security Instrument(s) to TSP within fifteen (15) days of the date of TSP's written notice to Generator of a necessary increase or replenishment.

Failure to deliver, maintain, replace, increase or replenish the Security Instrument(s) within the time periods noted in this Exhibit "E" shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6. No forbearance or delay on the part of TSP in requiring an increase, replenishment, or replacement of the Security Instrument will be considered a waiver of TSP's right to do so.

D. Cash Deposit: Generator may provide all or a portion of the Security Instrument in the form of a cash deposit. Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP. 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 customer deposits as established from time to time by the PUCT.

   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.

E. Letter of Credit: "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, "A3" by Moody's Investor Service, or "A-" by Fitch, and with capital and surplus of at least $1.0 billion ("Bank"). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent (i) any notice by TSP to Generator of a necessary increase or replenishment of the Security Instrument and (ii) any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change shall be deemed to have occurred if the issuer experiences a rating downgrade. 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 the aforementioned credit rating standards and Generator will replace such Letter of Credit

with a Security Instrument meeting the requirements of this Agreement. Generator will tender any such replacement of the Security Instrument(s) to TSP within fifteen (15) days of the date of the reduction in bank credit rating.

If the Security Instrument(s) are set to expire in sixty (60) days or less and the Generator has not provided alternate security in accordance with the Agreement the TSP shall be entitled to draw on the available amount of the Security Instrument(s).

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LCRA-UHLAND-MAXWELL-SGIA-AMEND-3

Final Audit Report 2023-12-28

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