



Filing Receipt

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CROSS TEXAS TRANSMISSION, LLC
1122 South Capital of Texas Highway
Suite 100
Austin, TX 78746
(512) 982-5710 · Fax (512) 982-5712

February 27, 2024

Filing Clerk
Public Utility Commission of Texas
1701 Congress Ave.
Austin, TX 78711-3326

Re: Project No. 35077 – Informational Filing of ERCOT Interconnection Agreements
Pursuant to Subst. R. §25.195(e)/Cross Texas Transmission, LLC ERCOT
Standard Generation Interconnection Agreement

Please find attached the ERCOT Standard Generation Interconnection Agreement (the “Agreement”) between Cross Texas Transmission, LLC (“Cross Texas”) and IP Meitner, LLC (“Generator”), dated January 31, 2024, for filing with the Public Utility Commission of Texas (“Commission”) pursuant to P.U.C. SUBST. R. 25.195(e). Pursuant to this rule, Cross Texas has prepared this letter describing the changes made by the parties to the Commission’s Standard Generation Interconnection Agreement (“SGIA”).

Description of Changes from the SGIA¹

Agreement:

- Cover: Removed cover sheet and table of contents.
- Page 1:
 - Inserted “(the “Effective Date”)” after the execution date of the Agreement in the second line of the first paragraph.
 - Inserted “(as defined herein)” after “Plant” in the second paragraph.
 - Replaced “on _____” with “upon execution” in the fourth paragraph.
- Page 2: Added “to be effective as of the Effective Date” after “Agreement” in the first line.

Exhibit “A”:

- Page 3:
 - Added new definition of “Affiliate” and “Applicable Laws and Regulations” and renumbered definitions accordingly.

¹ Referenced section, page, paragraph, or line numbers refer to the location of the change in the Agreement.

- Revised definition of “Commercial Operation” by substituting “stage of completion where” for “date on which Generator declares,” inserted two additional conditions to meet the definition, i.e., “ERCOT has approved the Generator’s Resource Commissioning Date” and “the Generator notifies the TSP that requirements (i) through (iv) have been achieved,” and numbering all five conditions for clarity.
- Changed the rule reference in the definition of “Control Area” from “PUCT Rule 25.5(8)” to “PUCT Rule 25.5(19).”
- Page 4:
 - Added a new definition of “EPS Metering Facilities” in Section 1.6 and renumbered definitions accordingly.
 - Revised the definition of “ERCOT Requirements” in Section 1.8 by adding “Nodal” before “Operating Guides” in the first line, changing “ISO” to “ERCOT” in the first line, adding “, ERCOT Nodal Protocols,” after “Procedures” in the second line, and adding “, including NERC Reliability Standards,” after “ERCOT” in the third line.
 - Changed the rule reference in the definition of “Facilities Study” from “PUCT Rule 25.198(g)” to “PUCT Rule 25.198(d).”
 - Revised defined term “Facilities Study Agreement” to “Full Interconnection Study Agreement” and adjusted definition by adding the phrase “the Full Interconnection Study, a suite of studies conducted by the TSP that includes” before “the Facility Study.”
 - Changed the rule reference in the definition of “Good Utility Practice” from “PUCT Rule 25.5(23)” to “PUCT Rule 25.5(57).”
- Page 5:
 - Added new definition of “NERC,” “NERC Reliability Standards,” and “Resource Commissioning Date,” and renumbered definitions accordingly.
 - Changed the rule reference in the definition of “Reasonable Efforts” from “PUCT Rule 25.196(e)” to “PUCT Rule 25.191(d)(3).”
 - Changed the rule reference in the definition of “Security Screening Study” from “PUCT Rule 25.198(f)” to “PUCT Rule 25.198(c).”
- Page 6:
 - Capitalized “scheduled” and “date” in the third line of Section 2.1B so that it reads “Scheduled Commercial Operation Date.”
 - Added the phrase “in accordance with Good Utility Practice and all Applicable Laws and Regulations” at the end of Section 2.3.

- Page 7:
 - Inserted “the” before each appearance of “Generator” in Section 3.1.
 - Substituted “ISO” with “ERCOT” in Section 3.2.
- Page 8:
 - Substituted “applicable laws and regulations” with “Applicable Laws and Regulations” in Section 4.1.A to rely upon the newly defined term in Section 1.2.
 - Substituted “ISO” with “ERCOT” in Section 4.1.B.
- Page 9: Capitalized “section” in the seventh line of Section 4.1.B(iii).
- Page 11: Substituted “Facilities Study Agreement” with “Full Interconnection Study Agreement” in Section 4.2.A.
- Page 12: Added the phrase “, and the Scheduled Commercial Operation Date and In-Service Date identified in Exhibit “B” shall be extended accordingly” at the end of Section 4.5.
- Page 13: Substituted each instance of “metering” for “EPS Metering Facilities” in Sections 5.5.A, 5.5.B, 5.5.D, and 5.5.E.
- Page 14:
 - Substituted each instance of “metering” for “EPS Metering Facilities” in Sections 5.5.F, 5.5.G, and 5.5.H.
 - Added the following phrase at the end of Section 5.5.H “If any EPS Metering Facilities are found to be not in compliance with the accuracy standards required by ERCOT Requirements, any erroneous EPS Metering Facilities readings for the time period since the meter was last tested, but not exceeding a time period of six (6) months, shall be corrected, and adjusted invoices shall be rendered.”
- Page 16:
 - Substituted “applicable laws and regulations” with “Applicable Laws and Regulations” in the third line of Section 6.1. to rely upon the newly defined term in Section 1.2.
 - Replaced “ISO” with “ERCOT” in the fourth line of Section 6.1.
 - Revised the third sentence of Section 6.1 to add two conditions under which outages would not need mutually agreeable times so that the text of this sentence reads as follows: “Such outages shall be scheduled at mutually agreeable times, unless conditions exist which (i) a Party believes, in accordance with Good Utility Practice, may endanger persons or property, (ii) an outage is needed to maintain and ensure secure and reliable operation of the TSP System, or (iii) with at least three (3) months’ notice provided by the TSP, an outage is required to complete improvements to the TSP System. Each Party shall use commercially reasonable efforts to minimize the frequency and duration of any outages.”

- Substituted “ERCOT” for “the Control Area(s) in which the Plant and the TSP are located” in the second to last line of Section 6.1.
- Amended Section 6.2 to read as follows: “Control Area Notification. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with the ERCOT Protocols” because the identity of the Control Area was known.
- Replaced “Terms” with “Unless otherwise agreed by the Parties, the terms” in the first line of Section 6.3.
- Page 17: Replaced “ISO” with “ERCOT” in the fourth line of Section 6.8.
- Page 18:
 - Replaced each instance of “ISO” with “ERCOT” in Section 7.3.
 - Replaced “System Security Study” with “Security Screening Study” in Section 7.3.
- Page 19: Replaced “ISO” with “ERCOT” in the last line of Section 7.4.
- Page 20:
 - Inserted “and the TSP has verified the same with ERCOT” after “Commercial Operation” in the third sentence of Section 8.3.
 - Amended the fifth sentence of Section 8.3 to read as follows: “If the Plant has not achieved Commercial Operation within one year after the Scheduled Commercial Operation Date identified in Exhibit “B” or if the Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, (i) the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF, and (ii) within a reasonable period of time after the TSP has determined that it has drawn as much of the security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF, the TSP shall release or return the remaining security to Generator.”
- Page 21:
 - Removed the parenthetical phrase “including coverage for the contractual indemnification” from Section 9.1.B.
 - Added “Umbrella or” before “Excess” in the first line of Section 9.1.D.
 - Replaced “Excess Public Liability policies” with “Umbrella/Excess Public Liability policies” in Section 9.1.E.
- Page 22: Added “Umbrella/” before “Excess Public Liability Insurance” in second lines of Sections 9.1.F and 9.1.G.

- Page 23:
 - Amended the first sentence of Section 9.1.J for self-insurance by adding minimum ratings for Standard & Poor's, Moody's Investor's Service, and Fitch Ratings such that the amended portion reads as follows: "... provided that, such Party's senior secured debt is rated at least "BBB-" by Standard & Poor's, "Baa3" by Moody's Investor's Service, or "BBB" by Fitch Ratings."
 - Amended the second sentence of Section 9.1.J to add Moody's Investor's Service and Fitch Ratings and substituting the term "long-term" for the term "secured," such that the amended portions read as follows: "For any period of time that a Party's senior long-term debt is unrated by Standard & Poor's, Moody's Investor's Service or Fitch Ratings, or is rated at less than the stated minimum ratings,"
- Page. 24: Replaced "Facilities Study Agreement" with "Full Interconnection Study Agreement" in last two lines of Section 10.3.
- Page 25: Added "pandemic" in the last line of Section 10.5.A.
- Page 29: Replaced "affiliate" with "Affiliate" in the third line of Section 10.17.
- Page 30: Replaced "the ISO" with "ERCOT" in the ninth line of Section 10.21.A.

Exhibit "B":

- Page 32:
 - Added the following text as the third sentence in this Exhibit: "Dates by which Generator must provide applicable security, so that TSP may maintain schedule to meet the In-Service Date: **as specified in Exhibit "E"**"
 - Deleted "and provide security" from the fourth sentence in this Exhibit.
 - Added the following text as the fifth sentence in this Exhibit: "Date by which Generator will provide to TSP site drawings showing the proposed routes of all transmission lines, distribution lines, collector lines and roads planned to be constructed by Generator: **07/31/2024**"
 - Added the following text as the sixth sentence in this Exhibit: "Date by which deed or easement(s) referenced in Exhibit "C," Section 12(e), must be conveyed by Generator (or another third party at Generator's direction) to TSP so that TSP may maintain schedule to meet the In-Service Date: **03/31/2025**"
 - Modified the text of the seventh sentence of this Exhibit so it reads as follows: "Date by which Generator must provide notice to proceed, as specified in Sections 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date: **05/01/2025**"
 - Deleted parenthetical beginning with "Notes" in this Exhibit.

- The ultimate sentence of this Exhibit has been amended to read as follows: “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.” The Parties acknowledge and agree that the Generator’s failure to meet the milestone dates set forth above (i) may cause the need for additional or revised studies to be performed or other reasonably related conditions or obligations to be fulfilled, and (ii) will result in adjustments to the Scheduled Trial Operation Date, Scheduled Commercial Operation Date, and In-Service Date, which adjustments shall be determined by the TSP in its reasonable discretion. The Parties further acknowledge and agree that ERCOT may require additional studies at any time due to changing system conditions or otherwise and that this Agreement is subject to revision as necessary based on the outcome of any such additional studies.”

Exhibit “C”:

- Page 41: A conceptual one-line drawing of the interconnection facilities was added to this exhibit as Exhibit “C-1.”

Exhibit “D”:

- Page 43: Term “ERCOT Standard” removed from the title of this Exhibit.

Exhibit “E”:

- Added mutually agreed upon security arrangements in this Exhibit and added a form or irrevocable standby letter of credit as Exhibit “E-1.”

Respectfully submitted,

Blake R. Urban
Blake R. Urban
Senior Regulatory Counsel
LS Power Development, LLC
16150 Main Circle Drive
Suite 310
Chesterfield, MO 63017
Tel: 636-231-0475
Fax: 636-532-2250
burban@lspower.com

Attorney for Cross Texas Transmission, LLC

Enclosure

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This ERCOT Standard Generation Interconnection Agreement (this “Agreement”) is made and entered into this 31st day of January, 2024 (the “Effective Date”), between Cross Texas Transmission, LLC, a Delaware limited liability company (“Transmission Service Provider”) and IP Meitner, LLC (“Generator”), hereinafter individually referred to as “Party,” and collectively referred to as “Parties.” In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider represents that it is a public utility that owns and operates facilities for the transmission and distribution of electricity. Generator represents that it will own and operate the Plant (as defined herein). Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator’s Plant with Transmission Service Provider’s System consistent with the Facilities Study Agreement executed between the Parties on January 17, 2023.

This Agreement applies only to the Plant and the Parties’ interconnection facilities as identified in Exhibit “C.”

This Agreement shall become effective upon execution, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit “A.”

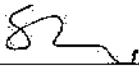
This Agreement will be subject to the following, all of which are incorporated herein:

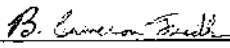
- A. The “Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement” attached hereto as Exhibit “A”;
- B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
- C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
- D. The Time Schedule attached hereto as Exhibit “B”;
- E. The Interconnection Details attached hereto as Exhibit “C”;
- F. The notice requirements attached hereto as Exhibit “D”; and
- G. The Security Arrangement Details attached hereto as Exhibit “E.”

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

IP MEITNER, LLC

CROSS TEXAS TRANSMISSION, LLC

By: 

By: 

Title: Chief Commercial Officer

Title: Chief Operating Officer

Date: 01 / 31 / 2024

Date: 01/31/2024

EXHIBIT "A"

TERMS AND CONDITIONS OF THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meanings as set forth below, except as otherwise specified in the Agreement:

1.1 "Affiliate" shall mean any person or entity that controls, is controlled by, or is under common control with the Party in question. For purposes of this definition, "control" shall mean direct or indirect ownership or control of a majority of the voting interests of an entity.

1.2 "Applicable Laws and Regulations" shall mean all applicable federal, state, and local laws, ordinances, rules, and regulations, and all duly promulgated orders and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties and/or their respective facilities Notwithstanding the foregoing, each Party shall have the right at its sole expense to contest the application of any Applicable Laws and Regulations to such Party before the appropriate authorities.

1.3 "CCN" shall mean a Certificate of Convenience and Necessity issued by the PUCT.

1.4 "Commercial Operation" shall mean the stage of completion where (i) the construction of the Plant has been substantially completed, (ii) Trial Operation of the Plant has been completed, (iii) the Plant is ready for dispatch, (iv) ERCOT has approved the Generator's Resource Commissioning Date, and (v) the Generator notifies the TSP that requirements (i) through (iv) have been achieved.

1.5 "Control Area" shall have the meaning ascribed thereto in PUCT Rule 25.5(19) or its successor.

1.6 “EPS Metering Facilities” means any meter polled directly by ERCOT for use in the settlement of the ERCOT market.

1.7 “ERCOT” shall mean the Electric Reliability Council of Texas, Inc.

1.8 “ERCOT Requirements” means the ERCOT Nodal Operating Guides, ERCOT Generation Interconnection Procedures, ERCOT Nodal Protocols, as well as any other documents adopted by the ISO or ERCOT, including NERC Reliability Standards, relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of the Generator, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.

1.9 “Facilities Study” shall have the meaning as described in PUCT Rule 25.198(d) or its successor.

1.10 “Full Interconnection Study Agreement” shall mean an agreement executed by the Parties relating to the performance of the Full Interconnection Study, a suite of studies conducted by the TSP that includes the Facilities Study.

1.11 “GIF” shall mean Generator’s interconnection facilities as described in Exhibit “C”.

1.12 “Good Utility Practice” shall have the meaning described in PUCT Rule 25.5(57) or its successor.

1.13 “Governmental Authority(ies)” shall mean any federal, state, local or municipal body having jurisdiction over a Party.

1.14 “In-Service Date” shall be the date, as reflected in Exhibit “B”, that the TIF will be ready to connect to the GIF.

- 1.15 “ISO” shall mean the ERCOT Independent System Operator.
- 1.16 “NERC” shall mean the North American Electric Reliability Corporation.
- 1.17 “NERC Reliability Standards” shall mean the mandatory reliability standards established by NERC for the United States and subject to enforcement.
- 1.18 “Plant” shall mean the electric generation facility owned and operated by the Generator, as specified in Exhibit “C”.
- 1.19 “Point of Interconnection” shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit “C” of this Agreement.
- 1.20 “PUCT” shall mean the Public Utility Commission of Texas.
- 1.21 “PUCT Rules” shall mean the Substantive Rules of the PUCT.
- 1.22 “Reasonable Efforts” shall mean the use of Good Utility Practice and the exercise of due diligence (pursuant to PUCT Rule 25.191(d)(3)).
- 1.23 “Resource Commissioning Date” is defined as set forth in the ERCOT Nodal Protocols.
- 1.24 “Security Screening Study” shall have the meaning as described in PUCT Rule 25.198(c) or its successor.
- 1.25 “System Protection Equipment” shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit “C”.
- 1.26 “TCOS” shall mean the TSP’s transmission cost of service as allowed by the applicable Governmental Authority.
- 1.27 “TIF” shall mean the TSP’s interconnection facilities as described in Exhibit “C” to this Agreement.
- 1.28 “Trial Operation” shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.

1.29 “TSP” shall mean the Transmission Service Provider.

1.30 “TSP System” shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by the TSP.

ARTICLE 2. TERMINATION

2.1 Termination Procedures. This Agreement may be terminated as follows:

A. the Generator may terminate this Agreement after giving the TSP thirty (30) days advance written notice; or

B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator’s Plant has not achieved Commercial Operation within one year after the Scheduled Commercial Operation Date reflected in Exhibit “B”; or

C. either Party may terminate this Agreement in accordance with Section 10.6.

2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by the TSP, as of the date of the other Party’s receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. In the event of termination by either Party, both Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of Sections 2.2 and 2.3 shall survive termination of the Agreement.

2.3 Disconnection. Upon termination of this Agreement, the Parties will disconnect the GIF from the TIF in accordance with Good Utility Practice and all Applicable Laws and Regulations.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The TSP shall file this executed Agreement with the appropriate Governmental Authority, if required. Any portions of this Agreement asserted by the Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as “confidential” under seal stating, for the TSP’s showing of good cause, that the Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, the Generator shall provide the TSP, in writing, with the Generator’s basis for asserting that the information referred to in this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request ERCOT and all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include any CCN required for the construction of the TIF.

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.1 Options. The Generator shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit “B” for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit “B.” The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other contractors, other equipment suppliers, other material suppliers, additional contract personnel, additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative which is inconsistent with its standard safety practices, its material and equipment specifications,

its design criteria and construction procedures, its labor agreements, Applicable Laws and Regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit "B." The Parties acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the Generator upon failure of the Parties to agree. In the process of negotiating the In-Service Date, Generator will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generator shall in no event be less than fifteen months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that ERCOT refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in Exhibit "B," the TSP shall pay the Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generator, in the event the TIF are not completed by the In-Service Date, may include Generator's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generator shall be an amount equal to $\frac{1}{2}$ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generator's actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages

are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the Generator shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP's estimate of the cost of the TIF under Section 4.1.A and the TSP's estimate of the cost of the TIF under Section 4.1.B as reflected in Exhibit "C." Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to Generator if the Generator is not ready to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generator would have been able to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP's delay.

(v) If the In-Service Date has been designated by the Generator upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP's standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not met solely due to the TSP's failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents

and quality of the TIF. To the extent the Generator acts as a subcontractor to the TSP, the following will apply: 1) The Generator shall engineer, procure equipment, and construct the TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, the Generator shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve and accept for operation the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering, equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generator shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generator for the reasonable and necessary costs incurred by the Generator to complete the TIF, not to exceed the amount specified in the subcontract. Such reimbursement shall be made within thirty days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

A. The TSP has completed the Facilities Study pursuant to the Full Interconnection Study Agreement;

B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit "B"; and

C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

B. Necessary real property rights, if any, have been obtained;

C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B"; and

D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. If, at any time, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3 so that the TSP may meet the In-Service Date, the Parties will negotiate in good faith to establish a

new schedule for completion of the TIF, and the Scheduled Commercial Operation Date and In-Service Date identified in Exhibit “B” shall be extended accordingly.

ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties’ interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIF to the TSP System.

5.2 GIF Construction. Generator agrees to cause the GIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction. Within one-hundred and twenty (120) days after Commercial Operation, unless the Parties agree on another mutually acceptable deadline, the Generator shall deliver to the TSP the following “as-built” drawings, information and documents for the GIF: a one-line diagram, a site plan showing the Plant and the GIF, plan and elevation drawings showing the layout of the GIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Generator’s main-power transformers, the facilities connecting the Generator to the main power transformers and the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators.

5.3 TIF Construction. The TSP agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. For facilities not described in Exhibit “C,” if either Party makes equipment changes to the Plant, the GIF, the TIF or the TSP System which it knows will affect the

operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific EPS Metering Facilities, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

B. At the Point of Interconnection, the EPS Metering Facilities and telemetry equipment shall be owned by the TSP. However, the TSP shall provide the Generator with metering and telemetry values in accordance with ERCOT Requirements.

C. A minimum set of inputs to the telemetry equipment are specified in Exhibit "C." Additional sets of inputs may be subsequently mutually agreed upon.

D. The TSP will notify the Generator at least five (5) working days in advance of any planned maintenance, inspection, testing, or calibration of the EPS Metering Facilities, unless otherwise agreed to in writing. The Generator, or its designated representative, shall have the right to be present for these activities and to receive copies of any documents related to the procedures and results.

E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of all EPS Metering Facilities, telemetry and communications equipment associated with the Point of Interconnection and both Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, the Control Area(s) in which the Plant and the TSP are located and the Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

F. The TSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the EPS Metering Facilities to the TSP, that are necessary for the effective operation of the Plant and the GIF with the TSP System. Such communication facilities shall be included in Exhibit "C." The Generator shall make arrangements to procure and bear the cost of such facilities.

G. Any changes to the EPS Metering Facilities, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit and cable, which will affect the data being received by the other Party must be mutually agreed to by the Parties.

H. Each Party will promptly advise the other Party if it detects or otherwise learns of any EPS Metering Facilities, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible in accordance with ERCOT Requirements. If any EPS Metering Facilities are found to be not in compliance with the accuracy standards required by ERCOT Requirements, any erroneous EPS Metering Facilities readings for the time period since the meter was last tested, but not exceeding a time period of six (6) months, shall be corrected, and adjusted invoices shall be rendered.

5.6 System Protection and Other Controls Requirements.

A. Each Party's facilities shall be designed to isolate any fault, or to correct or isolate any abnormality, that would negatively affect the other Party's system or other entities connected to the TSP System.

B. The Generator shall be responsible for protection of its facilities consistent with ERCOT Requirements.

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. 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 the Generator's units.

D. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

E. Each Party will test, operate and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Party of any testing of its System Protection Equipment allowing such other Party the opportunity to have representatives present during testing of its System Protection Equipment.

F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in the ERCOT Requirements if so defined therein, and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, the ERCOT Requirements, PUCT Rules and all Applicable Laws and Regulations. Subject to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair or replacement of its facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which (i) a Party believes, in accordance with Good Utility Practice, may endanger persons or property, (ii) an outage is needed to maintain and ensure secure and reliable operation of the TSP System, or (iii) with at least three (3) months' notice provided by the TSP, an outage is required to complete improvements to the TSP System. Each Party shall use commercially reasonable efforts to minimize the frequency and duration of any outages. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties except as otherwise provided herein. All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, ERCOT, and the Generator, and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area Notification. The Control Area within ERCOT is a single Control Area with ERCOT assuming authority as the Control Area operator in accordance with the ERCOT Protocols.

6.3 Land Rights and Easements. Unless otherwise agreed by the Parties, the terms and conditions addressing the rights of the TSP and the Generator regarding any facilities located on the other Party's property shall be addressed in a separate, duly executed and recorded easement agreement between the Parties. Prior to Commercial Operation, the Parties will mutually agree

upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

6.4 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the Plant under the conditions specified therein. The Generator will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

6.5 Switching and Clearance.

A. Any switching or clearances needed on the TIF or the GIF will be done in accordance with ERCOT Requirements.

B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to the Plant shall be addressed in Exhibit "C."

6.6 Start-Up and Synchronization. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, the Generator is responsible for the proper synchronization of the Plant to the TSP System.

6.7 Routine Operational Communications. On a timely basis, the Parties shall exchange all information necessary to comply with ERCOT Requirements.

6.8 Blackstart Operations. If the Plant is capable of blackstart operations, Generator will coordinate individual Plant start-up procedures consistent with ERCOT Requirements. Any blackstart operations shall be conducted in accordance with the blackstart criteria included in the ERCOT Requirements and the TSP Blackstart Plan on file with ERCOT. Notwithstanding this section, the Generator is not required to have blackstart capability by virtue of this Agreement. If

the Generator will have blackstart capability, then Generator shall provide and maintain an emergency communication system that will interface with the TSP during a blackstart condition.

6.9 Power System Stabilizers. The Generator shall procure, install, maintain and operate power system stabilizers if required to meet ERCOT Requirements and as described in Exhibit "C."

ARTICLE 7. DATA REQUIREMENTS

7.1 Data Acquisition. The acquisition of data to realistically simulate the electrical behavior of system components is a fundamental requirement for the development of a reliable interconnected transmission system. Therefore, the TSP and the Generator shall be required to submit specific information regarding the electrical characteristics of their respective facilities to each other as described below in accordance with ERCOT Requirements.

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur no later than 120 days prior to Trial Operation and shall include transmission system data necessary to allow the Generator to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generator. The initial data submission by the Generator, including manufacturer data, shall occur no later than 90 days prior to the Trial Operation and shall include a completed copy of the following forms contained in ERCOT's Generation Interconnection Procedure: (1) Plant Description/Data and (2) Generation Stability Data. It shall also include any additional data provided to ERCOT for the Security Screening Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with the ERCOT standard models. If there is no compatible model, the Generator will work with an ERCOT designated consultant to develop and supply a standard model and associated data.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all “as-built” Plant data or “as-tested” performance data which differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generator shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment ratings, protection or operating requirements. The Parties shall provide such data no later than 30 days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by ERCOT concerning these facilities.

7.5 Data Exchange. Each Party shall furnish to the other Party real-time and forecasted data as required by ERCOT Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plant or the TSP’s System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records.

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator’s Cost Responsibility. The Generator will acquire, construct, operate, test, maintain and own the Plant and the GIF at its sole expense. In addition, the Generator may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit “C,” if any, in accordance with PUCT Rules.

8.2 TSP’s Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Exhibit "E." Within five business days after the Plant achieves Commercial Operation and the TSP has verified the same with ERCOT, the TSP shall return the deposit or security to the Generator. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one year after the Scheduled Commercial Operation Date identified in Exhibit "B" or if the Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, (i) the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF, and (ii) within a reasonable period of time after the TSP has determined that it has drawn as much of the security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF, the TSP shall release or return the remaining security to Generator. If a cash deposit is made pursuant to Exhibit "E," any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in Texas:

A. Employers Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars (\$1,000,000) each accident bodily injury by accident, One Million Dollars (\$1,000,000) each employee bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage, products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive Automobile Liability Insurance for coverage of owned, non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Umbrella or Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.

E. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Umbrella/Excess Public Liability Insurance policies shall name the other

Party, its parent, associated and affiliated companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group and provide thirty (30) days advance written notice to Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance Comprehensive Automobile Liability Insurance and Umbrella/Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Umbrella/Excess Public Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any

event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, each Party may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at least "BBB-" by Standard & Poor's, "Baa3" by Moody's Investor's Service, or "BBB" by Fitch Ratings. For any period of time that a Party's senior long-term debt is unrated by Standard & Poor's, Moody's Investor's Service or Fitch Ratings, or is rated at less than the stated minimum ratings, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to the TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Full Interconnection Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Exhibit "D," any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified on Exhibit "D" attached to this Agreement. Either Party may change the notice information on Exhibit "D" by giving five business days written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, pandemic, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.6 Default

A. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-

defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 30 days, the defaulting Party shall commence such cure within 30 days after notice and continuously and diligently complete such cure within 90 days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

B. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

10.7 Intrastate Operation. The operation of the Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. The Generator will not be prohibited by this Section from interconnecting the Plant with facilities operated by the Comision Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not “public utilities” under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

10.8 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by the Generator shall not constitute a waiver of the Generator's legal rights to obtain an interconnection from the TSP under a new interconnection agreement.

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

10.11 Multiple Counterparts. This Agreement may be executed in two *or* more counterparts, each of which is deemed an original but all constitute one and the same instrument.

10.12 Amendment. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other

acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generator's expense, when reasonably requested to do so by the Generator at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel or other documents relating to the TSP's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to the Generator under a proposed loan agreement. The TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by Generator, but the TSP shall not be in Default of any obligation under this Agreement if the TSP is unable to provide an opinion of counsel that will satisfy any potential lender to the Generator. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

10.15 Indemnification and Liability. The indemnification and liability provisions of the PUCT Rule 25.202(b)(2) or its successor shall govern this Agreement.

10.16 Consequential Damages. OTHER THAN THE LIQUIDATED DAMAGES HERETOFORE DESCRIBED, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART

IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

10.17 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant, provided that the Generator will require any secured party, trustee or mortgagee to notify the TSP of any such assignment. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

10.18 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement; provided that

if the Generator (or any third-party, but only if such third-party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

10.19 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

10.20 Invoicing and Payment. Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Rules and as specified in writing in an Exhibit "E" attached hereto), invoicing and payment rights and obligations under this Agreement shall be governed by PUCT Rules or applicable Governmental Authority. Invoices shall be rendered to the paying Party at the address specified on, and payments shall be made in accordance with the requirements of, Exhibit "D."

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to ERCOT. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subsection, or if any third party or

Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

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) good faith negotiations, or (2) designated by Generator upon failure to agree.

Dates by which Generator must provide applicable security, so that TSP may maintain schedule to meet the In-Service Date: **as specified in Exhibit "E"**

Date by which Generator must provide notice to proceed with design and procurement, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **02/12/2024**

Date by which Generator will provide to TSP site drawings showing the proposed routes of all transmission lines, distribution lines, collector lines and roads planned to be constructed by Generator: **07/31/2024**

Date by which deed or easement(s) referenced in Exhibit "C," Section 12(e), must be conveyed by Generator (or another third party at Generator's direction) to TSP so that TSP may maintain schedule to meet the In-Service Date: **03/31/2025**

Date by which Generator must provide notice to proceed, as specified in Sections 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date: **05/01/2025**

In-Service Date(s): **12/30/2026**

Scheduled Trial Operation Date: **01/30/2027**

Scheduled Commercial Operation Date: **12/30/27**

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." The Parties acknowledge and agree that the Generator's failure to meet the milestone dates set forth above (i) may cause the need for additional or revised studies to be performed or other reasonably related conditions or obligations to be fulfilled, and (ii) will result in adjustments to the Scheduled Trial Operation Date, Scheduled Commercial Operation Date, and In-Service Date, which adjustments shall be determined by the TSP in its reasonable discretion. The Parties further acknowledge and agree that ERCOT may require additional studies at any time due to changing system conditions or otherwise and that this Agreement is subject to revision as necessary based on the outcome of any such additional studies.

EXHIBIT “C” INTERCONNECTION DETAILS

- 1) Name: Meitner Solar (GIN 25INR0080)
- 2) Point of Interconnection location: The Point of Interconnection (“POI”) is located in Gray County, near Laketon, Texas at TSP’s new Ghost Town Substation (“TSP Substation”). The POI shall be defined as the point where the Generator’s 345 kV transmission line, originating from the Generator’s substation, terminates the phase conductors and associated equipment on the TSP’s POCO (Point of Change of Ownership) structure located outside the TSP Substation Fence. Exhibit “C-1” shows the location of the POI on the one-line diagram.
- 3) Delivery Voltage: 345 kV
- 4) Number and size of Generating Units: 996 units of PV inverters with total nameplate generation of 705.96 MW, and total net generation of 700 MW at the POI.
- 5) Type of Generating Unit: PV Inverters, TMEIC PVU-L0840GR
- 6) Metering and Telemetry Equipment:
 - a) ERCOT Polled Settlement (“EPS”) metering will be located at the TSP Substation. The metering equipment described below will be procured, owned and installed by the TSP inside the TSP Substation. See Exhibit “C-1” for the location of the EPS metering on the one-line.
 - i) one (1) 345 kV meter panel with one (1) primary meter and one (1) back up meter
 - ii) two (2) 345 kV billing accuracy metering units comprised of potential transformers and current transformers
 - b) Multi-ported RTU (remote terminal unit) will be furnished by the TSP at the TSP Substation as part of the TIF and will have dedicated communication port available to provide breaker status, energy and other telemetered data to the Generator’s monitoring and control systems. The Generator is responsible for determining and providing all their RTU communications needs.
 - c) Multi-ported RTU(s) will be furnished by the Generator at the Generator’s substation(s) as part of the GIF and will have dedicated communication port(s) available to provide breaker status, energy and other telemetered data to the TSP’s monitoring and control system to meet the TSP’s needs. The Generator will provide communication path(s) for the TSP’s port(s) as described in Section 9 below.
 - d) All other metering and telemetry requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

7) Generator Interconnection Facilities:

The following lists are not intended to be complete lists of all facilities that are part of the GIF.

- a) Generator to design and construct a new 345 kV transmission line from the Generator's substation site approximately 400 yards in length to the TSP Substation.
- b) A full tension, dead-end 345 kV line structure located near the TSP Substation property line (Generator shall coordinate the height of this structure, the arrangement of the phases and the location of the structure with TSP).
- c) 345 kV slack span line from the Generator's full tension dead-end to the TSP's dead-end structure.
- d) Generator's substation including 345 kV step-up transformer(s), transformer protection package(s), 345 kV circuit breaker(s), 345 kV disconnect switch(es) and protective relaying panels for the Generator's 345 kV line that will coordinate with the TSP's line panels at the TSP Substation for the Generator line protection.
- e) Multi-ported RTU(s) to provide breaker status, telemetry and energy data from the Generator's substation to the Plant controller, the TSP and ERCOT.
- f) Associated structures, bus work, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any other related materials necessary for construction and operation of the GIF.
- g) The communication equipment is described in Section 9 below.
- h) All other GIF shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

8) Transmission Service Provider Interconnection Facilities:

The following lists are not intended to be complete lists of all facilities that are part of the TIF.

- a) The interconnection will require the addition of a new 345 kV switching station, Ghost Town, to be located in Gray County, Texas. Ghost Town will be designed to terminate the GIF transmission line(s) and the new 345kV lines to TSP's Gray substation. Ghost Town and Gray will be connected with a new 345 kV, double circuit, bundled-conductor transmission line. TSP's Gray substation will be expanded to terminate the new transmission circuits.
- b) The protection and control systems design for the TSP's 345 kV terminals at the TSP Substation will be coordinated with the Generator.
- c) EPS metering to be designed and installed at the TSP's new Ghost Town substation.

- d) All other TIF shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

9) Communications Facilities:

The 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. The Generator shall own, and be responsible for the installation, operation, and maintenance of:

- a) One dedicated telephone circuit whereby the TSP's Austin, Texas dispatch center can communicate with the Generator's on-site control room or the Generator's off-site dispatch center twenty-four (24) hours per day and seven (7) days per week.
- b) OPGW communication facilities between Generator's substation and the TSP Substation.
- c) The Generator will provide the dedicated channels or fiber pairs for necessary items including the Generator's 345 kV line protective relaying, RTU ports for TSP, telemetry, voice and other communication needs.
- d) One (1) RTU communications circuit between the Generator's substation and TSP's master SCADA system at TSP's dispatch office.
- e) A telephone company interface box at the Generator's substation for demarcation of telephone company circuits.
- f) High voltage isolation equipment for all telephone company circuits at the Generator's substation.
- g) Any other facilities, equipment or communications facilities necessary to transmit information/data from or to the TSP which may be reasonably required or requested by the TSP.

All other communication facilities shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

10) System Protection Equipment:

- a) Generator will be responsible for the proper synchronization of its facilities with the TSP transmission system, in accordance with ERCOT guidelines.
- b) 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.

- c) The Plant and the GIF shall have protective relaying that is consistent with the protective relaying criteria described in the ERCOT Requirements and NERC standards. If reasonably requested by the TSP, Generator shall, at its expense, provide corrections or additions to existing control and protective equipment required to protect the ERCOT system or to comply with government, industry regulations, or standard changes.
- d) 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.
- e) 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 enough of the dc logic in the relay control scheme to analyze a system disturbance. 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 standard.
- f) 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 system.
- g) In accordance with Good Utility Practice and ERCOT and NERC standards, the TSP shall determine requirements for protection of the POI and the zone of protection around the POI 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.
- h) Additionally, the Generator shall provide in PSSE or 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 if applicable, but not be limited to, (1) a detailed one-line 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 solar panels to be served by each collector bus, (4) size, make and model of individual panels, (5) capacitor bank sizes, locations (electrical) and control settings(if applicable), and (6) the impedance and rating data of each transmission voltage line, GSU

and/or autotransformer that will be installed to get power from the Plant and onto the transmission grid.

- i) All other TSP System Protection Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

11) Inputs to Telemetry Equipment:

- a) A generation-specific RTU is required at the Plant or GIF for TSP's generation-specific SCADA. A specific RTU points list will be developed by the TSP as a part of each generation project's electrical configuration. For such purpose, Generator shall be responsible for providing TSP with metering and relaying one-line diagrams of the generation and the Generator's substation facilities. Generator shall provide TSP with a station communication drawing, which is to include RTU point sources (IEDs and contacts supplying required data), interface devices, and connections to the RTU.
- b) All other Inputs to Telemetry Equipment requirements shall be finalized at a later data, upon completing design requirements and coordination efforts with Generator.

12) Supplemental Terms and Conditions:

- a) Device Numbers, Switching and Clearance:
 - i) 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.
 - ii) The TSP shall coordinate switching at the POI. Each Party shall be responsible for operations of their facilities.
 - iii) Generator and TSP will collaborate and reach mutual agreement on the establishment of:
 - (1) Unique name(s) for the Generator's substation, unit main transformers and switching station(s) connected at transmission voltage;
 - (2) Device numbers for all transmission voltage switches and breakers which will be owned by Generator; and
 - (3) Unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, within thirty (30) days after execution of this Agreement, its proposed name(s), as referenced in this paragraph. Generator will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers mutually agreed upon pursuant to this paragraph. Generator will not change any of the names or device numbers, established pursuant to this paragraph, without written approval of TSP. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

- iv) 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) No Retail Sale of Electricity to Generator by TSP: TSP considers the energy and power that the Plant and GIF may from time to time consume from the 345 kV ERCOT grid through the POI 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 supplier for the energy and power that the Plant and GIF may consume from the 345 kV ERCOT grid through the POI.
- c) Notification:
 - i) Upon written request from TSP, Generator shall notify the TSP in writing as to which ERCOT Qualified Scheduling Entity the Plant will be scheduling through.
 - ii) Upon written request from TSP, 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.
- d) Sub-Synchronous Resonance ("SSR") and Sub-Synchronous Interaction ("SSI"): Induction generation placed near series capacitor banks on the TSP System may be susceptible to SSR. Wind turbine control systems may be a source of synchronous oscillations near series capacitor banks resulting in SSI. Generator will provide studies to ERCOT and TSP that document that SSR or SSI issues have been addressed prior to commercial operation. TSP will work with Generator and their selected turbine manufacturer on any system data required for such studies.
- e) Property Rights: If Generator will own in fee simple the land upon which TSP will construct the TIF, Generator will provide TSP with a deed and associated easement(s), in form and substance reasonably satisfactory to TSP, for such land or land rights needed for the TIF, by the date specified in Exhibit "B." If Generator will not own in fee simple the land upon which TSP will construct the TIF, Generator will (i) enter into good faith negotiations with the fee owner of such land to assist TSP in obtaining a deed and associated easement(s), in form and substance reasonably satisfactory to TSP, for such land or land rights needed for the TIF, by the date specified in Exhibit "B."
- f) Line Crossings: Generator will provide to TSP, by the date specified in Exhibit "B," a site plan in sufficient detail to reflect the proposed routes and locations of Generator's transmission lines, distributions lines, collector lines, substations, transformers, and roads. If Generator desires to (i) construct transmission lines, distributions lines, collector lines, substations, transformers, roads, or any other facilities, or (ii) conduct any activities within any portion of TSP's right of way associated with TSP's transmission lines, Generator must submit its request to TSP using a form of request reasonably acceptable to TSP and obtain written authorizations from TSP for such encroachment prior to Generator installing such facilities or conducting such activities. The provision of the aforementioned site plan by Generator, as referenced in the first sentence of this paragraph (f), shall not relieve

Generator from the obligation to submit all encroachment requests in accordance with the preceding sentence.

- g) All other Supplemental Terms and Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

13) 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 guidelines.
- 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.
 - i) Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.
 - ii) 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 Low Voltage Ride Through (LVRT) capability.
 - iii) 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 Special Protection System may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Special Protection System" 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 Special Protection System may be necessary.
- e) Back-up Power during POI Outage. The Generator acknowledges that this POI 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.

f) All other Special Operating Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

14) The difference between the estimated cost of the TIF under 4.1.A (\$) and the estimated cost of the TIF under 4.1.B (\$) is: N/A, if applicable.

EXHIBIT "C-1" ONE-LINE DIAGRAM

Appendix A – Single Line Diagrams and System Configuration

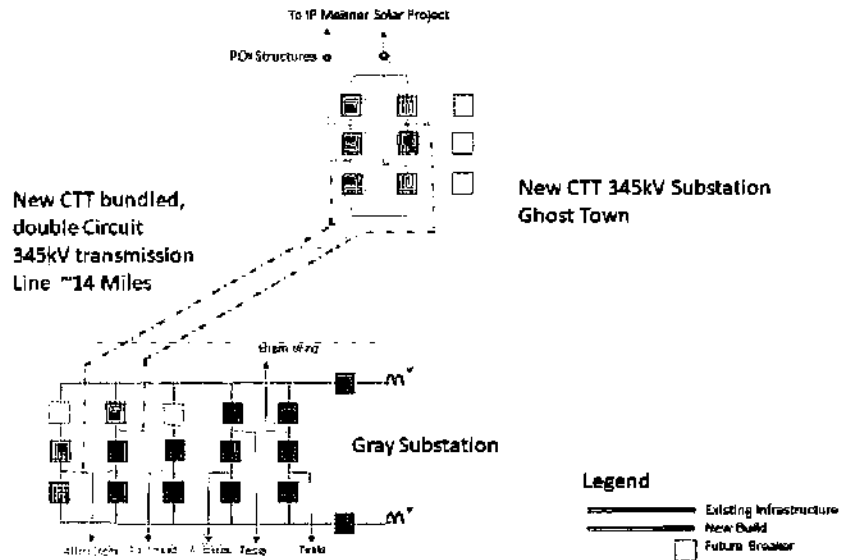


EXHIBIT "D"
NOTICE AND EFT INFORMATION OF THE GENERATION
INTERCONNECTION AGREEMENT

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

If to Generator:

Company Name: IP Meitner, LLC
Attn: Christian Fiene
Address: 9450 SW Gemini Dr. PMB #68743
City, State, Zip: Beaverton, OR 97008
Operational/Confirmation Fax: N/A
24-Hour Telephone (317) 345-0632
Email: christian@intersectpower.com with a copy to
legal@intersectpower.com

If to Cross Texas Transmission, LLC:

Company Name: Cross Texas Transmission, LLC
Attn: Operations Center
Address: 1122 South Capital of Texas Hwy, Suite 100
City, State, Zip: Austin, TX, 78746
Operational/Confirmation Fax: (512) 982-5714
24-Hour Telephone: (512) 982-5800
Email: dl_ett_systemops@lspower.com

- (b) Notices of an administrative nature:

If to Generator:

Company Name: IP Meitner, LLC
Attn: Christian Fiene
Address: 9450 SW Gemini Dr. PMB #68743
City, State, Zip: Beaverton, OR 97008
Operational/Confirmation Fax: N/A
24-Hour Telephone: (317) 345-0632
Email: christian@intersectpower.com

If to Cross Texas Transmission, LLC:

Company Name: Cross Texas Transmission, LLC
Attn: Transmission Regulatory
Address: 1122 South Capital of Texas Hwy, Suite 100
City, State, Zip: Austin, TX, 78746
Operational/Confirmation Fax: N/A
24-Hour Telephone: (512) 982-5710
Email: rmehler@lspower.com

- (c) Notice for statement and billing purposes:

If to Generator:

Company Name: IP Meitner, LLC
Attn: Accounts Payable
Address: 9450 SW Gemini Dr. PMB #68743
City, State, Zip: Beaverton, OR 97008
Operational/Confirmation Fax: N/A
24-Hour Telephone: (510) 260-2192
Email: ap@intersectpower.com

If to Cross Texas Transmission, LLC:

Company Name: Cross Texas Transmission, LLC
Attn: Accounts Payable
Address: 1122 South Capital of Texas Hwy, Suite 100
City, State, Zip: Austin, TX, 78746
Operational/Confirmation Fax: N/A
24-Hour Telephone: (512) 982-5710
Email: Accountspayable@crosstexas.com

- (d) Information concerning Electronic Funds Transfers:

If to Generator:

Bank Name: To be provided separately upon request
Address: _____
City, State: _____
ABA: _____
for credit to IP Meitner, LLC
Account No.: _____

If to Cross Texas Transmission, LLC:

Bank Name: To be provided separately upon request
Address: _____
City, State: _____
ABA: _____
for credit to Cross Texas Transmission, LLC
Account No.: _____

EXHIBIT "E"

SECURITY ARRANGEMENT DETAILS

"Bank" means a major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least two of the three listed major rating agencies: "A-" by Standard & Poor's, "A3" by Moody's Investor Service, or "A-" by Fitch Ratings Inc

"Business Days" 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.

"Final Expiration Date" means 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 this Agreement in accordance with its terms.

"Letter of Credit" means an irrevocable, transferable standby letter of credit issued by a Bank substantially in the form attached hereto as Exhibit "E-1" with such changes that are acceptable to TSP, which acceptance shall not be unreasonably withheld.

"Required Security Amount" means, as of any date of measurement, the amount of Security then required to have been provided by Generator to TSP in accordance with this Exhibit "E."

"Security" means one (1) or more Letters of Credit or a cash deposit, or a combination thereof, for the benefit of TSP, or other security arrangements that are acceptable to the TSP.

"Security Effective Date" means the earlier to occur of (i) the date on which Generator provides TSP with the required Security, or (ii) 02/14/2024.

As a condition to TSP's obligation to plan, license, engineer, design, procure equipment and material, and construct the TIF described in Exhibit "C," Generator shall provide Security in an amount totaling \$92,700,000, as required pursuant to Section 8.3 of Exhibit "A," according to the following schedule:

- Date by which Generator must provide TSP with Security in the amount of \$1,700,000: 02/14/2024
- Date by which Generator must provide TSP with additional Security in the amount of \$1,200,000 (for an aggregate of \$2,900,000 of Security): 05/15/2024
- Date by which Generator must provide TSP with additional Security in the amount of \$10,000,000 (for an aggregate of \$12,900,000 of Security): 01/10/2025
- Date by which Generator must provide TSP with additional Security in the amount of \$31,000,000 (for an aggregate of \$43,900,000): 06/01/2025
- Date by which Generator must provide TSP with additional Security in the amount of \$48,800,000 (for an aggregate of \$92,700,000): 02/06/2026

In accordance with Section 8.3 of Exhibit "A," any repayment or return of Security provided to TSP as a cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT.

From the Security Effective Date, Generator shall cause to be established and at all times through the Final Expiration Date cause to be maintained in full force and effect Security consistent with this Exhibit "E" and acceptable to TSP. Generator's failure to deliver or maintain the Security in the amount and within the time period set forth within this Agreement and Exhibit "E" shall be deemed a Default under Section 10.6 of this Agreement and this Agreement may be terminated immediately if Generator fails to cure same within the cure period provided for in Section 10.6.

If at any time the credit rating of the issuing Bank is reduced for any reason to less than "A-" by Standard & Poor's, "A3" by Moody's Investor Service, or "A-" by Fitch Ratings, Inc., such that the Bank no longer is supported by a credit rating by at least two of the three listed major rating agencies, Generator shall replace the affected Letter of Credit with another Letter of Credit in a form acceptable to TSP of the same amount and with the same beneficiary from another Bank within fifteen (15) Business Days of the date of such event. If Generator fails to provide an acceptable substitute Letter of Credit within the time period specified above, TSP may draw upon the existing Letter of Credit and retain the proceeds as Security.

In the event a Letter of Credit is set to expire on a date prior to the Final Expiration Date and Generator has not provided to TSP a substitute Letter of Credit at least thirty (30) days in advance of such expiration, TSP shall have the right to draw upon the expiring Letter of Credit and retain as security the full amount of the expiring Letter of Credit. The substitute Letter of Credit shall be in a form acceptable to TSP of the same amount and with the same beneficiary.

TSP may by written notice to Generator require Generator to increase the Security from time to time if TSP determines in its reasonable discretion that the remaining Security is not adequate to cover the costs that TSP then reasonably estimates could become payable pursuant to this Agreement. Together with such notice, TSP will provide Generator with relevant documentation supporting TSP's determinations regarding the need for additional Security. Generator shall tender any such increase to TSP within thirty (30) days of such notice. Failure to deliver the increase in Security in the amount and within the period set forth within this Agreement and this Exhibit "E" shall be deemed a Default under Section 10.6 of this Agreement, and this Agreement may be terminated immediately if Generator fails to cure same within the cure period provided for in Section 10.6.

EXHIBIT "E-1"
FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: _____

[Address]

RE: Credit No. _____

We hereby establish our Irrevocable Standby Letter of Credit in favor of Cross Texas Transmission, LLC ("Beneficiary") for the account of _____ (the "Account Party"), for the aggregate amount not exceeding _____ United States Dollars (\$ _____), available to you for payment at sight upon demand at our counters at [Location] on or before the expiration hereof against presentation to us of a written demand, dated and signed by a representative of the Beneficiary, containing the following statement:

"Pursuant to that certain ERCOT Standard Generation Interconnection Agreement, dated _____, 2024, between Cross Texas Transmission, LLC ("Beneficiary") and _____ ("Generator") (as amended, supplemented or otherwise modified from time to time, the "Generation Interconnection Agreement"), an event has occurred entitling Beneficiary to draw on Irrevocable Letter of Credit No. [_____] Accordingly, Beneficiary hereby demands payment of \$ _____." [Amount shall not exceed the stated amount of the letter of credit.]

Any draft(s) drawn under this standby Letter of Credit must be marked "Drawn under Deutsche Bank AG, New York Branch standby Letter of Credit no. DBS-xxxxx dated". All documents drawn under and in compliance with the terms and conditions of this irrevocable standby letter of credit will be duly honored, up to an aggregate sum of (amount) on or before (date) (the "expiration date") if presented at our counters at Attn: Katrina Fisher, 5022 Gate Parkway, Suite 400, Standby LOC Dept., Jacksonville, FL 32256.

Partial and multiple drawings are permitted hereunder. We hereby agree with you that documents drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation as specified. This Letter of Credit shall be governed by the laws of the State of New York, and the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking days following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the Beneficiary thereof accordingly. Any disputes arising from or in connection with this Letter of Credit shall be subject to the exclusive jurisdiction of United States District Court for the Southern District of New York sitting in the Borough of Manhattan.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one (1) year from the expiration date hereof or any future expiration date, unless at least ninety (90) days prior to any expiration date we notify you at the above address by registered mail or hand delivered courier that we elect not to consider this Letter of Credit renewed for any such period, provided that in no event shall this Letter of Credit be extended beyond [specify maturity date of facility].

Beneficiary shall have the option to present to us each document required under this standby letter of credit as an electronic or portable document format (".pdf") attachment to an email transmission made from beneficiary's email address to us at our email address NYSBLC.LOANSPROCESSING@db.com; provided that such email transmission must contain the following certification: "(i) we certify that we are the beneficiary of the letter of credit indicated in the .pdf attachment(s) and (ii) each document we have transmitted to you via electronic means rather than in the form of a physical document reproduces all text, images and other features of the original document (including any signatures and any universally unique identifier or other unique string of characters, marks or other identifying information appearing on such document) and has not been altered."

All commissions, expenses, fees, charges, and other costs associated with the issuance of and drawing against this Letter of Credit will be borne by the Account Party and will not reduce the amount payable to Beneficiary under this Letter of Credit.

The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit unless an authorized representative of the Beneficiary shall have signed a written waiver. No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

This standby letter of credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein, or in which this standby letter of credit is referred to, or to which this standby letter of credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

{Note: Must note the Expiration Date in the format}

[BANK SIGNATURE]