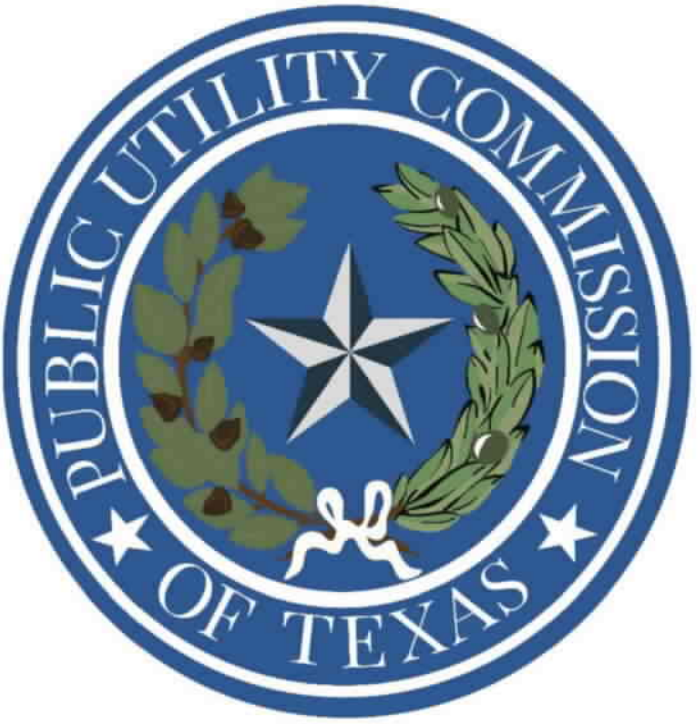


# Filing Receipt

**Filing Date - 2024-03-25 05:07:40 PM**

**Control Number - 35077**

**Item Number - 1767**

Thomas J. Yamin, P.E.
Director
Regulatory Transmission and Planning

March 25, 2024

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

**RE: Subject: Project No. 35077–Oncor Electric Delivery Company's Transmission Contract Filing Pursuant to Subst. Rule 25.195(h)**

Find attached the First Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Platinum Energy Storage LLC (22INR0554), dated February 29, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Sincerely,

Thomas J. Yamin

Thomas J. Yamin, P.E.
Director

1616 Woodall Rodgers Freeway, Dallas, Texas 75202
214.486.3512. | Oncor.com

# AMENDMENT NO. 1 TO ERCOT STANDARD GENERATION

# INTERCONNECTION AGREEMENT

This Amendment No. 1 to the ERCOT Standard Generation Interconnection Agreement dated as of November 17, 2022 ("Agreement") by and between Oncor Electric Delivery Company, LLC ("Transmission Service Provider"), and Platinum Energy Storage LLC ("Generator"), is made this 29 day of February 2024.

In consideration of the mutual promises and undertakings herein set forth and other good and valuable consideration, the parties herby agree to amend the Agreement as follows:

1. Exhibit "B" Time Schedule to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit "B" Time Schedule
2. Exhibit "C" Interconnection Details to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit "C" Interconnection Details.
3. Exhibit "E" Security Arrangement Details to the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit "E" Security Arrangement Details.
4. Except as provided above, the Agreement will remain in effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be signed by their duly authorized representatives, in duplicate originals, each of which shall constitute and be an original effective amendment to the Agreement.

ONCOR ELECTRIC DELIVERY

By: DocuSigned by: Robert Holt 1A4F398A21AA462...

Name: Robert Holt

Title: Director, Transmission Services

Date: 2/29/2024 | 12:41:40 PM PST

PLATINUM ENERGY STORAGE LLC

By: DocuSigned by: Eric De Caluwe C3B06EF4FF204DD...

Name: Eric De Caluwe

Title: President and CEO

Date: 2/29/2024

# 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.

Date by which Generator provided notice to proceed with design and procurement and provided security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **November 18, 2022**

Date by which Generator provided notice to commence construction and provided security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **August 8, 2023**

Date by which Generator must provide additional security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **February 29, 2024**

In - Service Date(s): **October 31, 2024**

Scheduled Trial Operation Date: **January 06, 2025**

Scheduled Commercial Operation Date: **March 03, 2025**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **April 30, 2024**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **April 30, 2024**

Date by which Generator will provide its proposed protection system device settings and other information to TSP in accordance with Attachment 3 to Exhibit "C": **July 31, 2024**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **February 29, 2024**

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator: **February 29, 2024**

Date by which Generator provided one-line drawings and Information required for sizing EPS Metering CT's: **July 10, 2023**

Date by which Generator provided Information required for sizing the Wholesale Storage Load ("WSL") EPS Metering CT's and PT's, including if Grounding Resistor's/Reactors are to be utilized on the "Main Power Transformer" neutrals: **August 11, 2023**

Date by which TSP will provide to Generator information for the WSL EPS Metering typical layout and installation details including CT and PT outlines: **February 8, 2024**

Date by which Generator will provide to TSP complete One Line Diagrams to show in detail the BESS System from the Point of Interconnection and EPS WSL Metering Point through the batteries to ground: **February 29, 2024**

Date by which Generator will provide drawings showing in detail the proposed location and installation of TSP's WSL EPS Metering equipment: **February 29, 2024**

Date by which TSP will provide the Generator the WSL EPS Metering instrument transformers for installation in Generator Collector Station: **July 31, 2024**

Date by which Generator will complete the installation of WSL EPS Metering instrument transformers for TSP termination and testing: **August 31, 2024**

Date by which Generator will make contact with TSP to provide a contact for TSP Right of Way coordination: **March 7, 2024**

Date by which Generator will provide preliminary exhibits for the easements for TSP's WSL Metering equipment, communications equipment, antenna mast (if required), and access road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **April 4, 2024**

Date by which Generator will provide final exhibits for the easements for TSP's WSL Metering equipment, communications equipment, antenna mast (if required), and access road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **May 16, 2024**

Date by which TSP must take ownership or possession of the easement for the WSL Metering equipment, communications equipment, antenna mast (if required), and access road in accordance with Exhibit "C", so that TSP may maintain schedule to meet the In-Service Date: **August 8, 2024**

Date by which Generator will provide preliminary exhibits for the deeds/rights of way for the Valley South to Generator transmission line and structures, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **April 4, 2024**

Date by which Generator will provide final exhibits for the deeds/rights of way for the Valley South to Generator transmission line and structures, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **May 16, 2024**

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit "C", for property for the Valley South to Generator transmission line and structures, so that TSP may maintain schedule to meet the In-Service Date: **August 8, 2024**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Valley South to Generator transmission line and structures will be constructed to a location acceptable to TSP and have caused any existing Generator or third-party easements on such property to be terminated, as referenced in Exhibit "C": **August 8, 2024**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **September 19, 2024**

Date by which Generator will provide its design of the facilities and operating scheme to comply with the reactive power requirements specified in Exhibit C, when the plant is not generating real power into the ERCOT grid: **April 30, 2024**

Date by which Generator will provide its design of the facilities to comply with the unit reactive power requirements specified in Exhibit C, when the plant is generating real power into the ERCOT grid: **April 30, 2024**

Date by which the Generator will have installed the Generator Transmission Line from Generator's dead-end structure located in the Generator Switchyard to TSP's POI dead-end structure located on Generator's property adjacent to Generator's Switchyard, including 4-hole pads ready for TSP's jumper terminations: **October 3, 2024**

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit "B".

# Exhibit "C"

## Interconnection Details

1. Name: **Platinum Storage**

2. Point of Interconnection location: The Point of Interconnection is located in Fannin County, Texas, at the Valley South Switching Station. Specifically, the Point of Interconnection shall be defined as the points where TSP's 345 kV transmission line from TSP's Valley South Switching Station to a TSP owned Point-Of-Interconnection (POI) dead-end structure located on Generator's property adjacent to the Generator Switchyard ("TSP Transmission Line") connect to the Generator-owned 4-hole pad connections connected to Generator's 345 kV transmission line. The Valley South Switching Station is located south of US Highway 82 approximately 2.1 miles east of Bells, Texas. (See attached one-line diagram.)

3. Delivery Voltage: **345 KV**

4. Number and size of Generating Units:

   - **BESS: eighty seven (87) inverters rated at 4 MVA each, for a total gross capacity of 348 MVA with the net output for the Plant of +309.53/ -297.706 MW at the 34.5kV bus (+311.512/-297.706 MW at the generator terminals).**

   The Parties will amend this Exhibit "C" as necessary to reflect any changes Generator makes to the number and size of generating units.

5. Type of Generating Unit:
   - **BESS - MVSUNGROW SC4000UD-MV-US**

   The Parties will amend this Exhibit "C" as necessary to reflect any changes Generator makes to the manufacturer, model, or type of generating units.

6. Metering and Telemetry Equipment: Metering (voltage, location, losses adjustment due to metering location, and other), telemetry, and communications requirements shall be as follows:
   a. TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain 345 KV metering accuracy potential and current transformers and associated metering and telemetry equipment (including an RTU) located in the TIF. A one-line diagram showing TSP's ERCOT-polled settlement ("EPS") metering location is attached to this Exhibit "C" as Attachment 1. TSP will connect its EPS primary meter(s) to its RTU via a communication link. Primary EPS metering data may be made available

to Generator via a Generator-owned communication link connected to TSP's RTU, using TSP's available RTU protocol. Such data, if provided to Generator, will be for Generator's informational purposes only. Generator shall not rely on such data, as the primary source, for the metering data addressed in item 6b. below, or for any other scheduling or operational purposes. TSP makes no guarantee of the quality or availability of such data. The provisions of Exhibit "A", Section 5.5G., shall not apply to TSP's RTU.

b. Generator shall, in accordance with Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the necessary metering potential and current transformers and associated metering and telemetry equipment in the GIF and/or Plant to satisfy the ERCOT Requirements for the provision of metering data by Generator's "Qualified Scheduling Entity".

c. Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the metering and telemetry equipment (including an RTU or other equipment acceptable to TSP) to supply all electrical parameters of the Plant and GIF, as specified in the SCADA Table in Attachment 2 to this Exhibit "C", to TSP at a location designated by TSP.

d. 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 Generator's Plant with the transmission system. Generator will directly make arrangements to procure and will bear the procurement, installation and ongoing costs of items (i) and (ii) below. The communications facilities will include (see Attachment 2A to Exhibit "C"):

(i) one private line voice circuit (an off-premise extension of TSP's PBX) in the Control Center referenced in Section 12(b) below, as shown on Exhibit D. The telephone handset for this voice line will be located in the Control Center such that personnel responsible for controlling voltage of the Plant will have continuous, ready access to the handset to receive calls from TSP's control center.

(ii) one communication path, acceptable to TSP, that will deliver the Generator switchyard data specified in Attachment 2 to Exhibit "C" from Generator's RTU (using an RS-232 output) to TSP's control center. Generator shall use DNP 3.0 protocol (or other protocol acceptable to TSP). The communication path shall avoid the use of the public internet.

TSP will provide rack space at a location designated by TSP for Generator's communication interface equipment.

e. Prior to the In-Service Date, acceptance tests will be performed by TSP and Generator to ensure the proper functioning of all metering, telemetry, and communications equipment, and to verify the accuracy of data being received by TSP.

f. Following the Commercial Operation date, each Party shall test its metering, telemetry, and communications equipment in accordance with ERCOT Requirements and Good Utility Practice. Each Party shall give the other Party reasonable advance notice of such testing. Each Party shall have the right to observe testing performed by the other Party.

g. Any changes to Generator's metering, telemetry, and communication equipment, including meters, voltage transformers, current transformers, and associated RTU, panels, hardware, conduit and cable, that will affect the data being received by TSP hereunder 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 metering, telemetry, or communications equipment or related situation that requires attention and/or correction by the other Party.

7. Generator Interconnection Facilities: The GIF shall include the following facilities. (See the attached one-line diagram)

Generator Transmission Line

Generator will be responsible for the construction and ownership of one transmission line with single-circuit conductors and static wires from Generator's 345 kV Substation dead-end tower to the TSP owned POI dead-end structure located on Generator's property adjacent to Generator's Switchyard ("Generator Transmission Line"). TSP will specify point loads for all Generator conductor and static attachments to the TSP dead-end structure. TSP will also supply phase and static spacing and the actual line angle. This information will be provided during detailed design. In addition, Generator will provide a right-of-way between TSP's Valley South Switch property and the TSP POI dead-end structure for installation and maintenance of the TSP Transmission Line.

The Generator will also be responsible for the installation of multi-fiber fiber optic cable, with 1300/1550nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to interface with the TSP Transmission Line multi-fiber fiber optic cable to

be used for primary and redundant line relaying and optional SCADA communications for EPS metering information to Generator. TSP will install and own a fiber optic splice box to be located at the base of the TSP POI dead-end structure. Generator will route its fiber optic cable to the splice box and be responsible for testing of their fibers. TSP will be responsible for providing the fusion splices and the fiber testing.

Generator Switchyard Facilities

The following list of major switchyard equipment will be necessary for the Generator 345 kV Switchyard.

(2 ea.) Circuit breakers, 345 kV with two sets of 1200/5, C800 CT's with a TRF = 2.0 for line current differential relaying

(1 lot) Switches, air break, 345 kV, gang operated, 3 phase, with provisions for TSP pad lock

(1 lot) PT or CCVT, 345 kV, dual secondary windings as required for Generator metering and relaying

(1 lot) Protective relaying equipment necessary to interface with TSP relaying equipment for protection of the 345 kV line, and related breaker failure protection schemes

(1 ea.) Supervisory equipment, SCADA RTU

(1 ea.) Fault Recording equipment (as required by ERCOT)

(1 ea.) Phasor Measurement Unit (PMU) (as required by ERCOT)

EPS Metering for BESS (WSL)

I. BESS 1

The following list of metering equipment will be provided by Company and installed by customer for EPS Metering of the BESS 1 WSL in the Customer 34.5 kV Substation.

(2 ea.) Metering PT's, 34.5 kV

(2 ea.) Metering CT's, 34.5 kV

(1 ea.) Metering cabinet with meters. To be mounted on Generator supplied structure by Generator.

(1 ea.) Communications cabinet. To be mounted on Generator supplied structure by Generator.

(1 ea.) Antenna mast provided and installed by TSP. Antenna mast to be installed adjacent to Metering/Communication structure.

(1 lot) Communications cabling from the TSP Metering Cabinet to the TSP Antenna mast to be installed in conduit provided and installed by Generator. Terminated by TSP.

The following list of metering equipment and structures will be provided and installed by Customer for EPS Metering of the BESS 1 WSL in the Customer 34.5 kV Substation.

(1 ea.) Metering stand for Oncor Supplied Metering PT's, and Metering CT's. Stand to include Generator supplied fused cutouts for protection of Oncor provided Metering PT's.

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

(1 ea.) Metering cabinet mounting structure. Generator to provide a structure to mount TSP provided metering equipment cabinets on. This structure should be capable of holding up 300 lbs and not swaying in the wind. This cabinet will be located outside of Generator substation fence and accessible by vehicle. Metering equipment cabinets to be grounded to substation grid. Details of equipment to be mounted on the structure will be finalized during detailed design and provided by TSP to Generator.

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

(1) 4 conductor # 10 from CT's to Junction Box. Terminated by TSP

(1) 4 conductor # 10 from PT's to Junction Box. Terminated by TSP

(1 lot) Wiring and conduit for metering Junction Box to the TSP Metering Cabinet to include:

(1) 2" Conduit

(1) 4 conductor # 10 for CT's. Terminated by TSP

(1) 4 conductor # 10 for PT's. Terminated by TSP

(1 lot) Wiring and conduit from dedicated Generator 125 VDC source for the metering Cabinet to include:

(1) 2 conductor # 10 for power supply to meters. Terminated by TSP

(1 lot) Conduit from the TSP Metering Cabinet to the TSP antenna mast as needed.

II. BESS 2

The following list of metering equipment will be provided by Company and installed by customer for EPS Metering of the BESS 2 WSL in the Customer 34.5 kV Substation.

(2 ea.) Metering PT's, 34.5 kV

(2 ea.) Metering CT's, 34.5 kV

(1 ea.) Metering cabinet with meters. To be mounted on Generator supplied structure by Generator.

(1 lot) Communications cabling from the BESS 1 TSP Metering Cabinet to the BESS 2 TSP Metering Cabinet to be installed in conduit provided and installed by Generator. Terminated by TSP.

The following list of metering equipment and structures will be provided and installed by Customer for EPS Metering of the BESS 2 WSL in the Customer 34.5 kV Substation:

(1 ea.) Metering stand for Oncor Supplied Metering PT's, and Metering CT's. Stand to include Generator supplied fused cutouts for protection of Oncor provided Metering PT's.

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

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

(1) 4 conductor # 10 from CT's to Junction Box. Terminated by TSP

(1) 4 conductor # 10 from PT's to Junction Box. Terminated by TSP

(1 lot) Wiring and conduit for the metering junction box to the TSP Metering Cabinet to include:

(1) 2" conduit

(1) 4 conductor # 10 for CT's. Terminated by TSP

(1) 4 conductor # 10 for PT's. Terminated by TSP

(1 lot) Wiring and conduit from dedicated Generator 125 VDC source for the metering Cabinet to include:

(1) 2 conductor # 10 for power supply to meters. Terminated by TSP

(1 lot) Wiring and conduit from the BESS 1 TSP Metering Cabinet to the BESS 2 TSP Metering Cabinet to include:

(1) 2" conduit

(1) Communication cabling (installed and terminated by TSP)

The above list is not intended to be a complete list of all facilities that are part of the GIF.

8. Transmission Service Provider Interconnection Facilities: The TIF shall include the following facilities. (See the attached one-line diagram)

<u>Valley South Switch – Generator 345 kV Transmission Line Addition</u>

To interconnect the Generator Transmission Line) to Valley South Switching Station it will be necessary for TSP to install and own a new, single-circuit 345 kV transmission line from TSP's Valley South Switching Station to a TSP owned Point-Of-Interconnection (POI) dead-end structure located on Generator's property adjacent to Generators Switchyard ("TSP Transmission Line").

This work will include installing one (1) new tangent structure, one (1) new turning structure, one new POI dead-end structure and three (3) spans of single circuit bundled conductors, and 0.546" OPGW shield wire and terminating them on the TSP owned POI dead-end structure located on Generator's Property adjacent to the Generator Switchyard and the TSP substation dead-end structure inside Valley South Switching Station.

The TSP Transmission Line will include a single multi-fiber fiber optic cable with 1300/1550 nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to be used for primary and redundant line relaying and optional SCADA communications

for EPS metering information to Generator. TSP will install and own a fiber optic splice box to be located at the base of the TSP owned POI dead-end structure. TSP will route its fiber to the fiber optic splice box and be responsible for providing the fusion splices and the fiber testing.

Valley South Switch Changes and Addition

The following list of major switchyard equipment will be necessary for Valley South Switch.

(2 ea.) Circuit breaker, 362 kV, 3200 A, 63 kA

(3 ea.) Switch, air break, 362 kV, 3200 A, gang operated, 3 phase

(3 ea.) Switch, air break, 362 kV, 3200 A, gang operated, 3 phase, with 3 phase ground switch

(3 ea.) Metering Current Transformers, 362 kV

(3 ea.) CCVT's, 362 kV, dual secondary windings for metering and relaying

(3 ea.) Surge arresters, 345 kV

(1 lot) All galvanized steel structures, including deadends, switch stands, metering structures, surge arrester supports, CCVT supports, static mast, and bus supports necessary for construction and operation of the TSP switchyard facilities

(1 ea.) Modifications to existing Supervisory equipment, SCADA RTU

(1 ea.) Modifications to existing Digital Fault Recorder (DFR)

(1 lot) Associated buswork, conductor, connectors, grounding, conduit, control cable, foundation work, grading/dirt work and any appurtenances necessary for construction and operation of the TSP switchyard facilities

(1 ea.) Generator Line, Line Current Differential (LCD) relay panel

(1 ea.) Line Breaker Control/Breaker Failure relay panel

(1 ea.) Metering panel with totalizing equipment

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

9. Communications Facilities: See Item 6 above.

10. System Protection Equipment: See Section 5.6 of Exhibit "A" and Attachment 3 to this Exhibit "C".

11. Inputs to Telemetry Equipment: See Attachment 2 to this Exhibit "C".

12. Supplemental Terms and Conditions:

    a. For additional supplemental terms and conditions, see Attachments 1, 2, and 3 to this Exhibit "C".

    b. Generator Control Center - Generator will establish a control center that shall be staffed 24 hours per day, 7 days per week, by personnel capable of making operating decisions and possessing the ability and authority to directly control voltage at the Plant, including the control of all devices at the Plant (such as generators, reactors and capacitors) associated with controlling such voltage ("Generator Control Center"). In the event that the Generator Control Center is not located at the Plant, the voltage control described in the preceding sentence will be accomplished directly by Generator Control Center personnel via a supervisory control and data acquisition (SCADA) system directly asserting control over all voltage control equipment at the Plant. Prior to TSP completing the TIF and placing such facilities in service, the Parties will revise Exhibit D to incorporate any missing telephone numbers for the Generator in Section (a).

    c. Names and Device Numbers – Generator and TSP will collaborate and reach mutual agreement on the establishment of: i) unique name(s) for the Generator's substations, unit main transformers, and switching station(s) connected at transmission voltage), ii) device numbers for all transmission voltage level switches and breakers which will be owned by Generator, and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, its proposed name(s) as referenced in this paragraph, to the TSP by the date specified in Exhibit "B". 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.

    d. Encroachments – If Generator desires to conduct any of the following activities within any portion of TSP's right of way associated with TSP's transmission or distribution lines: i) construct transmission lines, distribution lines,

communication facilities, roads, water lines, sewer lines, gas pipelines, or any other facilities, ii) store any equipment or materials, or iii) change the grade, elevation, or contour of the land, Generator must submit its request to TSP using a form of request acceptable to TSP and obtain written authorization from TSP for such encroachment prior to Generator installing such facilities or conducting such activities. **TSP reserves the right to delay the energization of the Point of Interconnection until Generator obtains all required written authorizations from TSP for such encroachments, if any.** The Generator will be responsible for the cost of all modifications needed on facilities owned by TSP which are the result of such encroachment. The provision of overall site plans by Generator shall not relieve Generator from the obligation to submit all encroachment requests in accordance with this subsection (f).

e. Site Plan - 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 generating units, transmission lines, distribution lines, substations, transformers, and roads.

f. Incomplete Study - Generator has requested to sign this Agreement prior to the completion of Stability ("Study") associated with this Agreement. The completion of such Study may reveal that additional TSP facilities will be required to be installed in conjunction with the interconnection of the Plant. If TSP determines, as a result of such Study, that this Agreement needs to be amended to include additional facilities, the Parties will amend this Agreement to include (i) such additional facilities identified in the Study, and (ii) additional security requirements. Generator will provide an additional level of security in accordance with this Agreement to reflect any such additional facilities.

g. Additional Studies – If it is necessary for TSP to perform any additional generation interconnection studies associated with the Plant in accordance with ERCOT Requirements ("Additional Studies"), the Parties will enter an agreement to perform the Additional Studies and Generator shall pay TSP for the Additional Studies pursuant to that agreement. The completion of such Study may reveal that additional TSP facilities will be required to be installed in conjunction with the interconnection of the Plant. If TSP determines, as a result of the Additional Studies, that this Agreement needs to be amended to include additional facilities, the Parties will amend this Agreement to include (i) such additional facilities identified in the Additional Studies, and (ii) additional security requirements. Generator will provide an additional level of security in accordance with this Agreement to reflect any such additional facilities.

h. Federal Income Tax – To the extent that a payment made by Generator to TSP pursuant to Sections 2.2 and 8.3 of Exhibit A is taxable income for federal income tax purposes, as determined by TSP, such payment shall be increased by an adder,

as determined by TSP in accordance with its normal practices, to cover the effects of Generator's payment on TSP's tax liability.

i. Reactive Power (Plant not generating real power) – Generator will install, operate, and maintain Plant and/or GIF facilities and implement an automatic operating scheme, as necessary, to establish and maintain reactive power within a range of +/- 5 Mvar, as measured at the Point of Interconnection, at all times when the Plant is not generating real power into the ERCOT grid and the Plant and/or GIF is acting as a load. Such facilities and automatic operating scheme will be installed and functional by the In-Service Date specified in Exhibit "B". Generator will provide, for review and comments, written documentation to TSP specifying the design details of all equipment (including size, number, and location of any capacitors and/or reactors and controls) and automatic operating scheme which it will install to meet these requirements by the date specified in Exhibit "B". Notwithstanding TSP's obligations in the remainder of this Agreement, TSP shall have no obligation to establish an electrical interconnection with the GIF until Generator completes the installation of the reactive power facilities and automatic operating scheme specified in this paragraph.

j. Reactive Power (Plant generating real power) – Generator will install, operate, and maintain Plant and GIF reactive power facilities, as necessary, to comply with the unit reactive power capability requirements at all times when the Plant is generating real power into the ERCOT grid, in accordance with ERCOT Requirements. Such facilities will be installed and functional prior to the Trial Operation of the Plant. Generator will provide, for review and comments, written documentation to TSP specifying the design details of all equipment (including size, number, and location of any capacitors and/or reactors and controls) which it will install to meet these requirements by the date specified in Exhibit "B". Notwithstanding TSP's obligations in the remainder of this Agreement, TSP shall have no obligation to establish an electrical interconnection with the GIF until Generator completes the installation of the reactive power facilities specified in this paragraph.

k. Switching Procedures – To address the safety of field operations personnel of both Parties, the Parties will conduct the switching of transmission voltage devices owned by the TSP at the Point of Interconnection and all transmission voltage devices owned by Generator in accordance with TSP's procedures. TSP will provide a copy of such procedures to Generator upon request.

l. Facility Connection Requirements – Generator will construct its facilities in accordance with the version of Oncor Standard 521-108 that is in effect at the time the Generator gives its notice to proceed with design and procurement, as referenced in Exhibit "B".

m. <u>If Generator Owns Land</u> - If Generator will own the land in fee upon which TSP will construct the TIF, or portion thereof, Generator will provide to TSP, at no cost to

TSP, a deed and/or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights as are needed for the TIF on any land owned in fee by Generator. Generator will provide such deed and/or easement(s) to TSP by the date(s) specified in Exhibit "B".

n. If Generator Does Not Own Land – The following provisions will apply if Generator will not own the land in fee upon which TSP will construct the TIF.

a. TSP's completion of the TIF by the date specified in Exhibit "B" is contingent upon the land owner(s) granting to TSP either a deed or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights needed for the TIF by the date specified in Exhibit "B".

b. If the Generator has obtained certain land rights from the fee owner of the land upon which the TIF will be constructed, Generator will (i) enter into good faith negotiations with the fee owner of such land to assist TSP in obtaining, at no cost to TSP, either a deed or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights needed for the TIF, by the date(s) specified in Exhibit "B" and (ii) cooperate with TSP and the fee owner of such land in the development of legal documentation, satisfactory to TSP, which specifies that the land rights to be granted to TSP by the fee owner of such land will control in the event of conflict between such land rights and the aforementioned land rights held by Generator.

o. Relocation of Facilities - Unless otherwise agreed to in writing by TSP, Generator will (i) remove or relocate any existing Generator or third party underground and aboveground facilities from the property where the TIF will be constructed to a location acceptable to TSP and (ii) cause any existing Generator or third-party easements on such property to be terminated by the date specified in Exhibit "B".

**Exhibit "E"**
**Security Arrangement Details**

Effective on or before **February 29, 2024** Generator shall cause to be established (the date of such establishment shall be the "Effective Date"), and shall at all times through the earlier of (i) five (5) business days after the date upon which TSP receives written notifications from Generator and ERCOT that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect an "Irrevocable Standby Letter of Credit" for the benefit of TSP in a commercially acceptable form consistent with this Exhibit E and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amount as set forth below. "Irrevocable Standby Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least "A-" by Standard & Poor's and "A3" by Moody's Investor Service ("Bank"). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom TSP certifies has succeeded to TSP's right, title and interest in and to this Agreement. Should TSP transfer such Irrevocable Standby Letter of Credit as stated above, Generator shall reimburse TSP for any costs it incurs from the Bank associated with such transfers.

If at any time during the term of this Agreement, the Bank suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, Generator shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another TSP-approved bank of Generator's choice within fifteen (15) business days of the date of such event. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a "Term"), the first of which shall be effective on or before the Effective Date and the last of which shall expire on the Final Expiration Date; provided, that, the Irrevocable Standby Letter of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the Effective Date through the Final Expiration Date.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to TSP and Generator in writing by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an "Expiring Term") not less than ninety (90) days prior to the expiration date of any Expiring Term. Generator hereby

agrees that in the event that the Bank gives such notice and Generator does not provide TSP with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit at least forty-five (45) days prior to the expiration date of any Expiring Term, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

In the event that an Irrevocable Standby 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 Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Generator.

The Irrevocable Standby Letter of Credit shall provide surety to TSP on the following effective dates in the amounts set forth below:

| Effective Date | Surety Amount |
|---|---|
| On or before November 18, 2022 | $ 2,243,868 |
| On or before August 4, 2023 | $ 4,986,374 |
| On or before February 29, 2024 | $ 8,114,955 |