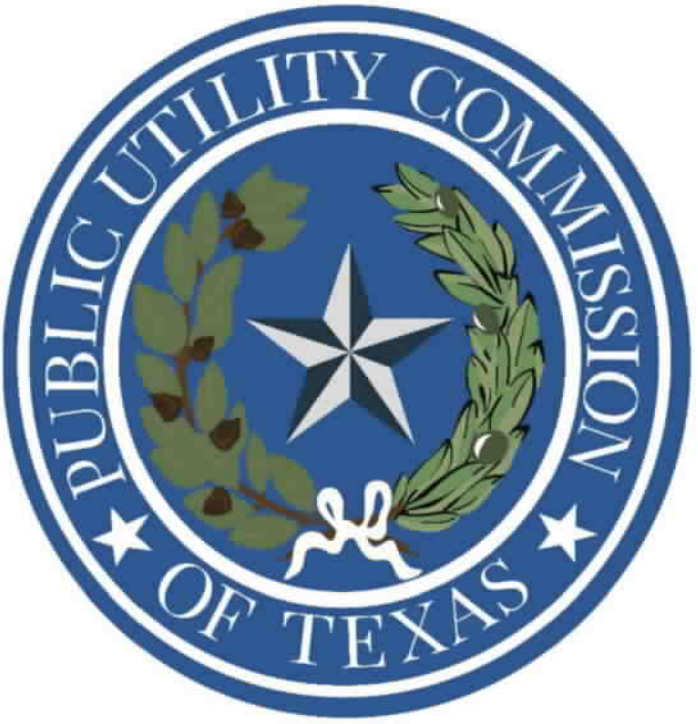

Filing Receipt

Filing Date - 2024-04-18 04:38:22 PM

Control Number - 35077

Item Number - 1782

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

April 18, 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 Hill Solar 1, LLC (Compadre Solar) (24INR0023), dated March 25, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Oncor Electric Delivery has redacted station location information located in Exhibit B and Exhibit C which contains CEII information.

Sincerely,

Thomas J. Yamin

Thomas J. Yamin, P.E.
Director

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

COMPADRE SOLAR
HILL SOLAR I, LLC

GINR 24INR0023

Amendment No. 1

AMENDMENT NO. 1

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

GIR 24INR0023 – COMPADRE SOLAR (FILES VALLEY SWITCH)

This Amendment No. 1 ("Amendment") to the ERCOT Standard Generation Interconnection Agreement, dated November 12, 2022, between Oncor Electric Delivery Company LLC ("TSP"), a Delaware limited liability company, and Hill Solar 1, LLC ("Generator"), a Delaware limited liability company, ("Agreement") is made and entered into this 25 day of March, 2024 between TSP and Generator, collectively referred to hereinafter as the Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The Exhibit B to the Agreement is deleted in its entirety and replaced with the Exhibit B attached hereto and made a part hereof.

2. Items 4 and 5 of Exhibit "C" attached to the Agreement are deleted in their entirety, and the Items 4 and 5 of Exhibit "C" attached to this Amendment are hereby added to the Agreement in lieu thereof.

3. Item 7 of Exhibit "C" is deleted in its entirety, and Item 7 of Exhibit "C" attached to this Amendment is hereby added to the Agreement in lieu thereof.

4. Item 8.3 of Exhibit "C" is deleted in its entirety, and Item 8.3 of Exhibit "C" attached to this Amendment is hereby added to the Agreement in lieu thereof.

5. Item 12 of Exhibit "C" is deleted in its entirety, and Item 12 of Exhibit "C" attached to this Amendment is hereby added to the Agreement in lieu thereof.

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

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

Oncor Electric Delivery Company LLC

BY: DocuSigned by: Robert Holt 1A4F388A21AA462...

NAME: Robert Holt

TITLE: Director, Transmission Services

DATE: 03/25/2024 | 3:00:02 PM PDT

Hill Solar 1, LLC

BY: DocuSigned by: Greg Nelson 18E4EC06B2784E5...

NAME: Greg Nelson

TITLE: CEO

DATE: 03/25/2024 | 5:41:51 PM EDT

Exhibit "B"
Time Schedule

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

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

Date by which Generator must provide notice to proceed with design and procurement and provide 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 must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **September 1, 2023**

In - Service Date(s): **May 16, 2024**

Scheduled Trial Operation Date: **August 27, 2024**

Scheduled Commercial Operation Date: **December 25, 2024**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **November 20, 2023**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **November 20, 2023**

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": **April 10, 2024**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **September 15, 2023**

Date by which Generator provided preliminary exhibits for the deeds/easements/rights of way for Files Valley Switch, the associated transmission lines, and All-Weather Road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **May 12, 2023**

Date by which Generator will provide final exhibits for the deeds/easements/rights of way for Files Valley Switch, the associated transmission lines, and All-Weather Road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **July 14, 2023**

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit "C", for property for the TIF, so that TSP may maintain schedule to meet the In-Service Date: **September 29, 2023**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Files Valley Switch 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": **September 15, 2023**

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: **September 15, 2023**

Date by which Generator will provide to TSP the Latitude and Longitude of all solar panel generating units: **September 15, 2023**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **August 5, 2024**

Date by which Generator must provide an all-weather road acceptable to TSP for TSP's ingress and egress to and from the TIF site, so that TSP may maintain schedule to meet the In-Service Date: **September 15, 2023**

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: **March 1, 2023**

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: **March 1, 2023**

Date by which Generator will make contact with TSP to select the tap position of Generator`s main power transformer(s) pursuant to Exhibit C: **March 1, 2023**

Date by which Generator will submit the grading and drainage design for Files Valley Switch and the All-Weather Road for TSP`s ingress and egress to and from the TIF site to TSP for review and approval pursuant to Exhibit C: **May 12, 2023**

Date by which Generator will complete the grading and drainage design for Files Valley Switch and the All-Weather Road pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **July 14, 2023**

Date by which Generator will complete the Files Valley Switch and All-Weather Road grading for TSP's ingress and egress to and from the TIF site, and provide access for Oncor inspection, pursuant to Exhibit C: **September 15, 2023**

Date by which Generator and/or County shall complete improvements to [redacted] the All-Weather Road [redacted] pursuant to Exhibit C: **September 15, 2023**

Date by which Generator will have its station bus with 4-hole pads installed and ready for TSP jumper termination: **April 18, 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: **COMPADRE SOLAR (HILL SOLAR 1, LLC)**

2. Point of Interconnection location: The Point of Interconnection is located in Hill County, Texas, at the Files Valley Switch in TSP's Sam Switch to Venus 345 kV Line. Specifically, the Point of Interconnection shall be defined as the points where TSP jumpers connected to TSP's 4-hole pad bus connections, connect to the Generator-owned 4-hole pad bus connections located near the common fence separating TSP's Files Valley Switch from the Generator's Substation. TSP will install and own the jumpers from TSP's 4-hole pad connections to the Generator-owned 4-hole pad connections. (See attached one-line diagram.) TSP's Files Valley Switch will be located at approximately 10 miles northeast of Hillsboro Texas, east of CR 4311.

3. Delivery Voltage: 345 kV

4. Number and size of Generating Units:
121 inverters, each rated 3.60 MVA and dispatched at 3.405 MW with a total gross capacity of 435.60 MVA and dispatched at 406.14 MW measured at 34.5 kV (412.03 MW, measured 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:
SUNGROW SG 3600UD-MV

   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 Switchyard Facilities

(2 ea.) Circuit breakers, 345 kV with two sets of 3000/5, C800 multi-ratio 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 Company 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 Generator relaying equipment for protection of the Company Files Valley Switch – Generator bus connection, 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)

(1 ea.) Multi-fiber, fiber optic cable with 1300nm 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.

(1 lot) Associated structures, bus work, conductor, connectors, grounding, conduit, control cable, fiber, foundation work, perimeter fencing, grading/dirt work and any

appurtenances necessary for construction and operation of the Generator 345 kV Plant Switchyard.

(1 lot) Ground connections to Oncor Switchyard ground grid

County Roads Improvements – Generator will provide, or work with the county to provide, improvements to [redacted] (or other such roads as may be determined later) from the All Weather Road location [redacted] to make the road suitable as a permanent, all weather access to the substation site.

All Weather Road – Generator will construct and maintain a permanent all-weather road and entrance drive acceptable to Company for Company's ingress and egress to and from Files Valley Switch [redacted] ("All-Weather Road") that meets Company specifications as described in Section 6.0..

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 for Generator 345 kV Substation and transmission lines. (See the attached one-line diagram)

8.1 Switchyard Equipment

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

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

(3 ea.) Metering Current Transformers, 362 kV

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

(6 ea.) CCVT's, 362 kV, dual secondary windings for relaying

(2 ea.) Line trap, 345 kV, 3200 A

(2 ea.) Line tuner

(9 ea.) Surge arresters, 362 kV
(1 lot) All galvanized steel structures, including dead-ends, switch stands, metering structures, surge arrester supports, CCVT supports, static mast, and bus supports necessary for construction and operation of the Company switchyard facilities

(1 ea.) Supervisory equipment, SCADA RTU

(1 ea.) Digital Fault Recorder (DFR)

(1 ea.) Control house w/2-125 VDC battery sets and associated indoor accessories

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

(1 lot) Ground connections to Customer Substation ground grid

8.2 Relaying Equipment

(1 ea.) Venus Switch line, standard directional comparison blocking (DCB) over carrier relay panel

(1 ea.) (LST) Sam Switch line, standard directional comparison blocking (DCB) over carrier relay panel

(1 ea.) Customer Line, ring bus line current differential (LCD) relay panel (1 ea.) Metering panel with totalizing equipment
(2 ea.) Transfer trip transmitter & receiver single channel panel (1 ea.) Carrier tester and communications panel

8.3 345 kV Transmission Line Changes and Additions

(2 ea.) Circuit breakers, 345 kV with two sets of 3000/5, C800 multi-ratio 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 Company pad lock

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

(1 lot) Protective relaying equipment necessary to interface with Company relaying equipment for protection of the Company Files Valley Switch – Customer bus connection, 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)

(1 ea.) Multi-fiber, fiber optic cable with 1300nm 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.

(1 lot) Associated structures, bus work, conductor, connectors, grounding, conduit, control cable, fiber, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the Customer 345 kV Plant Switchyard.

(1 lot) Ground connections to Oncor Switchyard ground grid

County Roads Improvements – Customer will provide, or work with the county to provide, improvements to [redacted] (or other such roads as may be determined later) from the All Weather Road location [redacted] to make the road suitable as a permanent, all weather access to the substation site.

All-Weather Road – Customer will construct and maintain a permanent all-weather road and entrance drive acceptable to Company for Company's ingress and egress to and from Files Valley Switch [redacted] ("All-Weather Road") that meets Company specifications as described in Section 6.0..

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. If Generator Owns Land - If Generator will own the land in fee upon which TSP will construct the TIF or upon which the Generator will construct the All Weather Road, 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 and TSP's use of the All Weather Road 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". The easement for the Files Valley Switch property shall be an exclusive perpetual easement.

d. 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, or upon which the All Weather Road will be constructed.

(i) 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 and TSP's use of an All Weather Road constructed on such land by the date specified in Exhibit "B". The easement for the Files Valley Switch property shall be an exclusive perpetual easement.

(ii) 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 and TSP's use of an All Weather Road constructed on such land, 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.

e. 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.

f. 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).

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, the Parties will enter an agreement to perform those studies and Generator shall pay TSP for the studies pursuant to that agreement.

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 500-253 that is in effect at the time the Generator gives its notice to proceed with design and procurement, as referenced in Exhibit "B".

m. Tap Position – In accordance with ERCOT Requirements, Generator will work with TSP to select the (no load) tap position on Generator's main power transformer(s). Generator will initiate contact with TSP to select such tap position no later than 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 and TSP have selected the tap position.

n. 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 Files Valley Switch 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".

o. Grading and Drainage – TSP's Files Valley Switch will be located adjacent to the GIF. To ensure that the grading and drainage design for Files Valley Switch, and the All-Weather Road and access drives is consistent with Generator's overall grading and drainage design, Generator will be responsible for, in coordination with TSP, the grading and drainage design of TSP's Files Valley Switch site and the All-Weather Road and access drives from [redacted] to the station site. Upon TSP approval of the grading designs, Generator will, at its cost, be responsible for grading of the TSP Files Valley Switch site, All-Weather Road, and access drives from [redacted] to the station site. Station site grading will be to top of Station subgrade elevations in accordance with TSP design specifications and requirements. TSP will install the final 6" of compacted flex base and 2" of topping rock surfacing to the site at the end of construction. Generator will be responsible for complete installation to final elevations of the All-Weather Road including the base material (no topping rock) in accordance with TSP design specifications and requirements. TSP shall have the option to test and inspect the material and installation. Generator will also be responsible for any required drainage improvements necessary to protect the Files Valley Switch site and All-Weather Road and drives against possible erosion.

Grading and Drainage design associated with the TSP Files Valley Switch, All-Weather Road and access drives, and improvements to [redacted] shall be performed in accordance with TSP specification number 500-051 – Site Preparation, and other site-specific design criteria, which will be provided by TSP to Generator.

TSP reserves the right to provide an on-site inspector during site preparation construction for Files Valley Switch, All-Weather Road and access drives to confirm site construction follows Oncor specifications and requirements. Generator shall submit to TSP for review and approval and shall complete the Files Valley Switch and associated All-Weather Road, and access drives grading and drainage design by the dates specified in Exhibit "B".

In addition, Generator will be responsible for continuing maintenance of site drainage beyond the Files Valley Switch site and associated All-Weather Road and access drives property/easement as it affects the station site and associated All-Weather Road and access drives integrity.

The All-Weather Road necessary for TSP ingress and egress to Files Valley Switch will require a right-of-way. The right-of-way in which the new All- Weather Road is to reside will need to be procured by the Generator and an easement assigned to the TSP.

13. Special Operating Conditions: N/A

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.