



## **Filing Receipt**

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**Control Number - 35077**

**Item Number - 1866**



**LCRA TRANSMISSION SERVICES CORPORATION**

July 1, 2024

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

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

To whom it may concern:

Enclosed for filing in Project No. 35077 is the First Amendment to the ERCOT Standard Generation Interconnection Agreement (the "Agreement") dated June 28, 2024, between LCRA Transmission Services Corporation ("LCRA TSC") and BRP Cachi BESS LLC ("Generator"). This filing is made to the Public Utility Commission of Texas pursuant to Substantive Rule 25.195(e).

Please feel free to contact me at [Interconnection\\_Agreements@lcra.org](mailto:Interconnection_Agreements@lcra.org) if there are any questions regarding this interconnection agreement.

Sincerely,

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

Enclosure

**FIRST AMENDMENT TO  
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

This First Amendment ("First Amendment") is made and entered into this 28th day of June 2024, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and BRP Cachi BESS LLC ("Generator"), collectively referred to hereinafter as the Parties.

**WHEREAS**, the Transmission Service Provider and the Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed June 10, 2021 (the "Agreement");

**WHEREAS**, the Generator notified the TSP of a change in the type, number and size of the generating units noted in Exhibit "C" and "C2" of the Agreement;

**WHEREAS**, the Generator notified TSP of a change in the Commercial Operation date as originally contemplated in the Agreement;

**WHEREAS**, the TSP's estimated cost for the development of the TIF has increased beyond the security amounts noted in Exhibit "E" of the Agreement; and

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

1. Exhibits "B", "C", "C2" and "E" are deleted in their entirety and the Exhibits "B", "C", "C2" and "E" attached to this First Amendment are hereby added to the Agreement in lieu thereof.
2. This First Amendment will become effective upon execution by both Parties.

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

*[Signature page to follow]*

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

BRP Cachi BESS LLC

By: Justin Amirault

Signature:   
Justin Amirault (Jun 28, 2024 13:56 PDT)

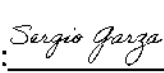
Title: Vice President

Date: Jun 28, 2024

LCRA Transmission Services Corporation



By: Sergio Garza, P.E.

Signature: 

Title: Vice President, LCRA Transmission Design and Protection

Date: Jun 28, 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)   N/A   good faith negotiations, or (2)   N/A   Designated by Generator upon failure to agree.

Date by which Generator must provide written notice to proceed with design and engineering and provide security, as specified in Section 4.2 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **June 11, 2021 – completed prior to First Amendment.**

Date by which Generator must deliver to TSP surveys including the boundary survey plat(s) and legal descriptions; topographic surveys with one-foot contours; and subsurface utility engineering ("SUE") surveys, per TSP provided surveying specifications and TSP engineering review, of the tracts specified in Exhibit "C", so that TSP may maintain schedule to meet the In-Service Date: **June 30, 2021– completed prior to First Amendment.**

Date by which Generator must provide written notice to proceed with procurement and provide security, as specified in Section 4.2 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **December 10, 2021– completed prior to First Amendment.**

Date by which Generator must convey to TSP real property rights as described in Section 12 of Exhibit "C" and as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **June 20, 2022 – completed prior to First Amendment.**

Date by which Generator must provide written notice to commence construction and provide security, as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **June 24, 2022– completed prior to First Amendment.**

In - Service Date(s): **January 10, 2025 - subject to necessary ISO approval of outages required to construct the TIF.**

Scheduled Initial Synchronization Date: **January 24, 2025.**

Scheduled Commercial Operation Date: **March 31, 2025.**

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.

If this Agreement has been executed prior to ERCOT's approval of the completed Facilities Study at Generator's request, then upon completion of the Facilities Study, TSP may establish a new schedule for completion of the TIF, if necessary, and the In-service Date, the Scheduled Trial Operation Date and the Scheduled Commercial Operation Dates shall be adjusted accordingly. In addition, Generator acknowledges that the TSP has utilized pre-design cost estimates in developing

the financial security requirement for the TIF and that at design completion, the TSP may, by written notice to Generator, require the Generator to execute an amendment to this Agreement that reflects the effects of the Facilities Study (and any required ERCOT approvals) and/or the final design of the TIF on: (i) the Time Schedule set forth in this Exhibit "B"; (ii) the Interconnection Details set forth in Exhibit "C"; and/or (iii) the Security Arrangement Details set forth in Exhibit "E" to this Agreement. Generator shall execute such an amendment within thirty (30) days of receipt of written notice from TSP. Where the TSP has identified added costs for the TIF that are the result of Generator's requested point of interconnection with the GIF and where the TSP has requested an alternative construction of the GIF to avoid such costs, the TSP will request a contribution in aid of construction for all or a portion of the estimated cost of the TIF.

(Remainder of this page is intentionally left blank.)

## **Exhibit “C” Interconnection Details**

1. Name: BRP Cachi BESS LLC
2. Point of Interconnection location: The Point of Interconnection will be at the existing LCRA TSC Clear Springs Substation (“TSP Substation”) located in Guadalupe County at the approximate location shown in Exhibit “C3”. The Point of Interconnection, shown on Exhibit “C1” and Exhibit “C2” shall be the physical point where the TSP Substation facilities are connected to the GIF. This point is more specifically defined as being located at the 4-hole pad terminals on the dead-end assembly where the Generator’s 138-kV radial circuit connects to TSP’s free-standing steel interconnection dead-end transmission structure (“POI Structure”).
3. Delivery Voltage: 138-kV.
4. Number and size of Generating Units (“The Plant”): The Plant is a Battery Energy Storage System (“BESS”) facility with one Point of Interconnection to the grid. The nominal Plant rating will be approximately 200 MW of AC power.
5. Type of Generating Unit: One Hundred Twenty-Two (122) Tesla Megapack 2XL BESS inverters rated at 2.15 MVA each.
6. Metering Equipment:
  - A). TSP’s EPS Metering Facilities will be located at the TSP Substation as part of the TIF. Three 138-kV extended range, metering current transformers will be used to accurately read the generation energy and power delivered to the grid and the auxiliary energy and power consumed through the Point of Interconnection. Three 138-kV metering accuracy voltage transformers will also be installed by the TSP for the EPS Metering Facilities. The EPS metering panel furnished by the TSP will be located in the TSP Substation.
  - B). Generator acknowledges that the Plant will engage in wholesale energy storage in accordance with the PUCT Rules and ERCOT Requirements for a Wholesale Storage Load (“WSL”). As such, TSP will install and own additional primary and backup EPS meters for the WSL in order to separately meter the WSL from any auxiliary or non-WSL energy and power that the Plant and GIF may consume from the 138-kV ERCOT Transmission Grid through the Point of Interconnection. The TSP’s WSL EPS metering will be located in a suitable space allocated by Generator in the control building of the Generator’s 138-kV interconnection substation. The Generator shall install, for TSP’s use, adequately rated instrument transformers to accurately meter the WSL. Generator shall, no fewer than one hundred twenty (120) days prior to the In-Service Date,

provide, for TSP's review and approval, the necessary equipment specifications, factory test reports, vendor cut-sheets and any other engineering drawings for the aforementioned 34.5-kV instrument transformers to be installed by Generator and used by TSP to meter the WSL. The Generator shall provide the cable and suitable conduit paths between the Generator's 34.5-kV WSL instrument transformers and the Generator's control building for TSP's use in metering the WSL. TSP will terminate control cable to the WSL EPS meters.

7. Telemetry Equipment:

- A. A remote terminal unit ("RTU") will be furnished by the TSP at the TSP Substation as part of the TIF and will provide applicable breaker status and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.
- B. An RTU(s) will be furnished by the Generator at the Generator's interconnection substation(s) as part of the GIF and will provide breaker status and other telemetered data to ERCOT as required by the ERCOT Nodal Operating Guides. The Generator is responsible for determining and providing all their RTU communications needs.

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

- A). One 138-kV radial line approximately 0.05-mile(s) in length consisting of bundled 795-kcmil ACSR phase conductors with necessary material to dead-end and connect to the POI Structure outside the TSP Substation;
- B). A 138-kV line structure located near the POI Structure (Generator shall coordinate the height and framing of this structure, the arrangement of the phases, and the exact location of the structure with TSP);
- C). Two (2) fiber optic cables (Corning SMF-28e/e+ or equivalent minimum of 12 strand, single-mode, fiber optic OPGW) from Generator's interconnection substation control building to the TSP's OPGW cable splice boxes on the POI Structure at the Point of Interconnection;
- D). Generator's interconnection substation(s) including control building(s), 138-kV generation step-up ("GSU") transformer(s), transformer protection package(s), 138-kV circuit breaker(s), 138-kV circuit disconnect switch(es), and protective relaying panels for the Generator's 138-kV circuit that will coordinate with the TSP's line panels at the TSP Substation for the Generator line protection (Generator's GSU and/or autotransformer shall utilize a grounded-wye configuration on the high-side voltage winding in order to provide adequate ground fault protection);
- E). Three (3) 34.5-kV metering current transformers and three (3) 34.5-kV metering accuracy voltage transformers for TSP's use in metering the WSL;



- F). Suitable conduit paths from the Generator's control building to the Generator owned 34.5-kV metering current transformers associated with the WSL and 34.5-kV metering accuracy voltage transformers with review and acceptance of design by TSP;
  - G). RTU(s) and panels to provide breaker status, telemetry and energy data from the Generator's interconnection substation(s) to the Plant, Generator and ERCOT; and
  - H). Associated structures, bus-work, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of the GIF.
9. Transmission Interconnection Facilities: The TIF shall consist of, without limitation, the following facilities and appurtenances:
- A). One (1) POI Structure for the interconnection to Generator's 138-kV radial circuit;
  - B). 138-kV span(s) of conductors, OPGW, shield wire, and associated intermediate structure(s) from the POI Structure to the TSP Substation A-frame structure along with the jumpers between the TSP conductors and the Generator's radial circuit conductors at the POI Structure;
  - C). One (1) 138-kV Clear Springs Substation which will include the following additional facilities:
    - 1) One (1) substation A-frame structure for TSP's interconnection to Generator's 138-kV radial circuit termination within TSP Substation;
    - 2) 138-kV bus including bus supports and foundations;
    - 3) Five (5) 84-kV MCOV surge arresters;
    - 4) Two (2) 138-kV voltage transformers;
    - 5) Two (2) 138-kV, 3000A, 40-kAIC circuit breakers with foundations and protective relay panels;
    - 6) Six (6) 138-kV, 3000A three-pole switches with supporting structures and foundations;
    - 7) RTU(s) and panels to provide breaker status, telemetry and energy data;
    - 8) EPS Metering Facilities which will include the following:
      - (a) One (1) EPS metering panel;

- (b) Two (2) EPS meters (one primary meter and one backup meter);
  - (c) Three (3) 138-kV extended range metering CT's; and
  - (d) Three (3) 138-kV metering class voltage transformers.
- 9) WSL EPS Metering Facilities, located within the Generator's interconnection substation, which will include the following:
  - (a) One (1) WSL EPS metering panel; and
  - (b) Two (2) WSL EPS meters (one primary meter and one backup meter).
- 10. **Telecommunication Facilities:** Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Plant and GIF with the transmission system. The Generator shall own, and be responsible for installation, operation, and maintenance of fiber optic communication facilities between the Generator's transmission voltage substations and the POI Structure at the Point of Interconnection. Generator will complete its OPGW termination and dress out in a manner acceptable to TSP inside the TSP provided fiber splice boxes on the POI Structure. TSP will provide the splicing of fibers within the splice boxes at the Point of Interconnection. The Generator shall provide the dedicated channels or fiber pairs for necessary items including Generator's 138-kV radial circuit protective relaying, TSP's WSL EPS metering, and Remedial Action Scheme communications. Generator shall provide any necessary fiber optic jumpers from Generator's fiber patch panel(s) to the TSP's WSL EPS meters. TSP will provide fiber transceivers at the WSL EPS metering and terminate the fiber. Voice communications provided by the Generator shall at a minimum include one POTS (plain old telephone service) or equivalent voice circuit in the Generator's substation control buildings.
- 11. **System Protection Equipment:**
  - A). Generator will provide a line protection panel for Generator's 138-kV radial circuit at the Generator's facilities, which will coordinate with the TSP's line panel(s) at the TSP Substation.
  - B). Generator will be responsible for the proper synchronization of its facilities with the TSP's transmission system, in accordance with ERCOT guidelines.
  - C). The Plant and the GIF shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the ERCOT System. The Generator shall be responsible for protection of its facilities. In particular, Generator shall provide relays, circuit breakers, and all other devices necessary to promptly remove any fault contribution of the generation equipment to any short circuit occurring on the TSP system. Such protective equipment shall include, without limitation, a disconnect device or switch with the appropriate interrupting capability to

be located within the GIF. In addition to faults within the Plant and the GIF, Generator shall be responsible for protection of such facilities from such conditions as negative sequence currents, over or under frequency, sudden load rejection, over or under voltage, generator loss of field, inadvertent energization (reverse power) and uncleared transmission system faults.

- D). In accordance with Good Utility Practice and ERCOT Requirements and NERC Reliability Standards, the TSP shall determine requirements for protection of the Point of Interconnection and the zone of protection around the Point of Interconnection and shall specify and implement protection and control schemes as necessary to meet such requirements. Generator shall have the right to review and comment on the necessary protection requirements. The TSP shall coordinate the relay system protection between Generator and the ERCOT System.
- E). The Plant and the GIF shall have protective relaying that is consistent with the protective relaying criteria described in Section 11.D. If requested by the TSP, Generator shall, at its expense, timely provide corrections, upgrades, or additions to existing control and protective equipment required to protect the ERCOT System or to comply with government, industry regulations, or standard changes.
- F). The Generator's protective relay design shall incorporate the necessary test switches to enable complete functional testing. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping generator units.
- G). The disturbance and fault monitoring for both Generator and TSP shall be consistent with the disturbance monitoring requirements described in the ERCOT Requirements and NERC Reliability Standards.
  - 1. Generator shall install sufficient disturbance and fault monitoring equipment to thoroughly analyze all system disturbances of the generation system. This equipment shall monitor the voltages at major nodes of the system, current at major branches, breaker and switch positions, and provide sequence of event reporting and relay event reporting to analyze a system disturbance.
  - 2. The TSP shall provide for disturbance and fault monitoring equipment in its TSP Substation.
- H). Prior to modifying any relay protection system design or relay setting involving the connecting facilities between the two Parties, Generator shall submit the proposed changes to the TSP for review and approval. TSP's review and approval shall be for the limited purpose of determining whether such proposed changes are compatible with the ERCOT Transmission Grid.
- I). The Generator shall provide in Aspen One-Liner format the short circuit model for the GIF, the generators and collector facilities prior to the protective relays settings being

calculated and in no case later than 60 days prior to the initial actual in-service date. Generator data submitted in accordance with Section 7.3 of Exhibit "A" shall include, but not be limited to, (1) a detailed 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 inverters to be served by each collector bus, (4) size, make and model of inverters, (5) capacitor bank sizes, locations (electrical) and control settings, and (6) the impedance and rating data of each radial circuit, GSU and/or autotransformer that will be installed to deliver power from the Plant to the ERCOT Transmission Grid.

12. Real Property Rights and Access Road Provisions:

- A. The TSP Substation, as depicted in Exhibit "C3", is located at 3799 Link Road in or near Seguin, Texas. Generator shall install the aforementioned 138-kV line structure described in Section 8.B above at a location coordinated with TSP, adjacent to the POI Structure outside the TSP Substation property.
- B. Generator shall, at no cost to TSP, acquire from the underlying landowner and convey to TSP, a separate stand-alone transmission easement, in a form approved by TSP, including access rights for the portion of the TIF previously described in Section 9.C above and as generally depicted as the "Transmission Easement Area" in Exhibit "C3".
- C. These necessary real property rights described in Section 12.B above are required before TSP can commence construction, as contemplated in Exhibit "A", Section 4.3. Therefore, if TSP is unable to acquire the aforementioned transmission easement from Generator by the date noted in Exhibit "B", TSP and Generator will work toward finding an easement area that meets TSP's approval and will amend this Agreement, including TSP's In-Service Date(s) and security requirements, as necessary.
- D. In no event shall the Transmission Easement Area be subject to any lien or any other encumbrance unacceptable to TSP. Generator shall, at no cost to TSP, release any encumbrance that Generator may have on the acquired Transmission Easement Area.
- E. Generator, at no cost to TSP, agrees to deliver to TSP by the date noted in Exhibit "B", surveys including the boundary survey plat(s) and legal description(s); topographic survey with one foot contours; and SUE survey, per TSP provided surveying specifications and TSP engineering review, of the tracts necessary in Section 12.B above.
- F. TSP's acquisition of the real property rights noted in this Section 12 is subject to (i) TSP's review and acceptance of surveys, title commitment and title insurance policy on the Transmission Easement Area, together with legal documentation, all, to be acquired at Generator's expense on behalf of TSP, (ii) archeological research and an environmental site assessment conducted by TSP, and (iii) any necessary TSP Board approval.

G. Generator hereby grants to the TSP and its duly authorized representatives and employees, permission to enter upon Generator's premises for the purpose of performing any work necessary pursuant to this Agreement, and to install, maintain, operate, inspect, test, repair, replace, upgrade, and remove, the necessary equipment, and devices required for the performance of this Agreement on the Generator's premises. Parties shall not connect Transient Cyber Assets or Removable Media into each other's Cyber Assets at the Generator's interconnection substation(s). Any such activity by TSP is subject to the Generator's physical and cyber security access practices, procedures, and requirements. Such activity shall be performed, except in the case of emergencies, only after a schedule has been submitted and agreed upon by the Parties.

13. Supplemental Terms and Conditions:

A). Device Numbers, Switching and Clearance:

- (a) Generator shall obtain prior approval of the TSP before operating any transmission voltage circuit switching apparatus (e.g. switches, circuit breakers, etc.) at the GIF, whether for testing or for operations of the Plant, which approval shall not be unreasonably withheld, conditioned or delayed.
- (b) The TSP shall coordinate switching at the Point of Interconnection. Each Party shall be responsible for operation of their facilities.
- (c) In the event the Generator desires to have the ability to operate any directly connected TSP facilities for emergency operations switching, the TSP will provide transmission switching training to Generator personnel along with a copy of the TSP's transmission operations procedure manual ("Red Book") and any subsequent amendments thereto. Generator personnel or their designated agents that are to perform switching of the directly connected TSP facilities must be on the TSP authorized switching list. Generator and the TSP agree to conduct all switching operations of any directly connected TSP facilities in accordance with the Red Book, as it may be changed by the TSP from time to time.
- (d) Generator will establish: i) unique name(s) for the Generator's substations, unit main transformers and switching station(s) connected at transmission voltage; ii) device numbers for all transmission voltage switches and breakers which will be owned by Generator; and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will 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 submitted to TSP. Generator will label the devices, referenced in item (ii) above, with the numbers assigned to such devices.

- (e) Each Party will keep records of maintenance and switching operations of control and protective equipment associated with this interconnection and will allow the other Party reasonable access to inspect such records.
- B). Auxiliary Power Delivery to Generator by TSP: TSP considers the auxiliary energy and power that the Plant and GIF may from time to time consume from the 138-kV Point of Interconnection to be a retail transaction and as such, the TSP does not intend to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and GIF may consume from the 138-kV ERCOT Transmission Grid through the Point of Interconnection.
- C). Notification:
- (a) Generator shall supply notification to the TSP identifying its Qualified Scheduling Entity (QSE) 120 days prior to the In-Service Date and Generator shall supply notification to the TSP 60 days prior to any changes in QSE, thereafter.
  - (b) 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.
  - (c) In the event of any interruption of service, TSP shall provide prompt notice to Generator of cause of such interruption and an estimation of when the Plant may be re-connected to the TSP.
14. Special Operating Conditions:
- A). Quality of Power: Generator shall provide a quality of power into the TSP system consistent with the applicable ERCOT Requirements and NERC Reliability Standards.
  - B). Harmonics: The Generator's alternating current generating system must have a frequency of 60 Hz, be designed for balanced three-phase operation, not cause unreasonable imbalance on the ERCOT System or the TSP Substation equipment, and adhere to the recommendations in Institute of Electrical and Electronic Engineers Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems (IEEE 519), or its successor.
  - C). Voltage, Frequency and Reactive Support:
    - (a) Generator shall have and maintain the reactive capability as required in the ERCOT Requirements.
    - (b) Generator shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the ERCOT requirements for Voltage Ride Through (VRT) capability.

- (c) The Generator shall be equipped with both frequency and voltage controls and shall be operated in synchronism with the TSP's system with such controls in service. Generator shall notify the TSP at any such time that such controls are out of service.
- D). ERCOT Operating Arrangements: A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Remedial Action Scheme may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Remedial Action Scheme" shall have the meanings as set forth in the ERCOT Requirements. TSP and ERCOT will examine the need and feasibility of these arrangements in cooperation with the Generator. In the event that ERCOT determines that such an arrangement is required, then TSP, ERCOT, and Generator will cooperate to design and install the necessary facilities, to be operational for the duration of the period where such Remedial Action Plan or Remedial Action Scheme may be necessary.
- E). Back-up Power during Point of Interconnection Outage: The Generator acknowledges that this Point of Interconnection may not always be available due to maintenance or other outage activities and at these times of unavailability the loss of both generator output and power delivery to the Generator will not be the responsibility of the TSP. The Generator is responsible for providing any back-up power sources that it may require due to the unavailability of this Point of Interconnection for any period of time.

(Remainder of this page is intentionally left blank.)

### One Line Diagram – TSP Interconnection Facilities, Generation Interconnection Facilities and the Plant





## **Exhibit “E”**

### **Security Arrangement Details**

1. **Security Requirements:** In accordance with the dates in Exhibit “B” Generator shall cause to be established pursuant to Section 8.3 of Exhibit “A”, and shall at all times through the earlier of (i) ten (10) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved and TSP has verified the same with ERCOT or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the “Final Expiration Date”), cause to be maintained in full force and effect a cash deposit or other security reasonably acceptable to TSP (“Security Instrument”) for the benefit of TSP in a commercially acceptable form consistent with this Exhibit “E” and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amounts and for the periods set forth below.

Business Day shall mean any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

Notwithstanding the Expiration Dates there shall be no obligation by Generator to establish or maintain the Security Instrument after the Final Expiration Date and any Security Instrument outstanding as of the Final Expiration Date shall be immediately surrendered by TSP.

The maximum stated amounts, Effective Dates, and Expiration Dates of the Security Instrument(s) shall be as follows:

<b>Maximum Stated Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>
Initial amount of <b>\$1,000,000</b> for Design and Engineering	June 11, 2021	No earlier than fifteen (15) months after the Commercial Operation Date
Additional amount of <b>\$1,200,000</b> for Procurement	December 10, 2021	
Additional amount of <b>\$1,900,000</b> for Construction to bring total to <b>\$4,100,000</b>	June 24, 2022	
Additional amount for Cost Increase <b>\$370,000</b> to bring total to <b>\$4,470,000</b>	July 15, 2024	

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

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

- A. Cash Deposit: Generator may provide all or a portion of the Security Instrument in the form of a cash deposit. Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP. In accordance with Section 8.3 of Exhibit "A", any repayment or return of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT.

Generator may replace a cash deposit with a Letter of Credit after review and acceptance of a Letter of Credit from a bank acceptable to TSP. TSP shall return the cash deposit to Generator in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to TSP.

- B. Letter of Credit: "Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank or a major foreign commercial bank with a U.S. branch office with a credit rating of at least "A-" by Standard & Poor's, "A3" by Moody's Investor Service, or "A-" by Fitch, and with capital and surplus of at least \$1.0 billion ("Bank"). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent (i) any notice by TSP to Generator of a necessary increase or replenishment of the Security Instrument and (ii) any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change shall be deemed to have occurred if the issuer experiences a rating downgrade. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least the aforementioned credit rating standards and Generator will replace such Letter of Credit with a Security Instrument meeting the requirements of this Agreement. Generator will tender any such replacement of the Security Instrument(s) to TSP within fifteen (15) days of the date of the reduction in bank credit rating.

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

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# First Amendment to ERCOT SGIA - LCRA TSC and BRP Cachi BESS LLC

Final Audit Report

2024-06-28

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By:	Curtis Lund (curtis.lund@lcra.org)
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# PUCT letter for 1st Amendment SGIA BRP Cachi BESS LLC

Final Audit Report

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