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September 3, 2024

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

RE: Project No. 35077 – Transmission Contract Filing Pursuant to Subst. Rule § 25.195(e)

Attached please find the First Amendment to Generation Interconnection Agreements entered by the City Public Service Board of San Antonio, TX ("CPS Energy") and Ferdinand Grid LLC for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e).

Respectfully submitted,

Kipling D. Giles
VP Deputy General Counsel
Legal Services

FIRST AMENDMENT
TO
GENERATION INTERCONNECTION AGREEMENT

This First Amendment modifies Exhibit "B", Exhibit "C" and Exhibit "D" of the Interconnection Agreement ("Agreement"), dated November 28, 2022 by and between the City of San Antonio acting by and through the City Public Service Board ("CPS Energy") and Ferdinand Grid, LLC. This First Amendment is made and entered into on July 31, 2024 ("Effective Date") between CPS Energy and Ferdinand Grid, LLC, hereinafter individually referred to as "Party" and collectively referred to as "Parties". In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "B" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

2. Exhibit "C" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "C" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

3. Exhibit "D" attached to the original Agreement is deleted in its entirety and replaced by Exhibit "D" attached to this First Amendment and is hereby added to the Agreement in lieu thereof.

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

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.

[*signature page follows*]

CITY OF SAN ANTONIO, TEXAS,
ACTING BY AND THROUGH THE
CITY PUBLIC SERVICE BOARD

By: Medina, Richard G. Digitally signed by Medina, Richard G. Date: 2024.08.05 16:36:29 -05'00'
Print: Richard Medina
Title: Chief Energy Delivery Officer
Date:

FERDINAND GRID, LLC

By:
Print: Eric Stoutenburg
Title: Vice President
Date: July 31, 2024

EXHIBIT "B": TIME SCHEDULE

Date by which "Generator" must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2 so that CPS Energy may maintain schedule to meet the In-Service Date: **November 28, 2022** (received; however, expires 12/1/2024)

Date by which "Generator" must provide notice to proceed with construction and provide security, as specified in Section 4.3 so that CPS Energy may maintain schedule to meet the In-Service Date: **August 11, 2025**

In-Service Date: **December 15, 2025**

Trial Operation date: **February 14, 2026**

Commercial Operation date: **May 31, 2026**

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, through an amendment to this Agreement. CPS Energy shall make Reasonable Efforts to obtain the ERCOT approvals necessary for TSP System outages required to interconnect the Plant to the TSP System pursuant to this Agreement ("ERCOT Outage Approvals"). In the event CPS Energy is unable to obtain the ERCOT Outage Approvals necessary to meet the Time Schedule dates set forth in this Exhibit B, said dates shall be extended for the number of days it takes CPS Energy to obtain the ERCOT Outage Approvals, provided that CPS Energy shall continue to diligently pursue the ERCOT Outage Approvals.

EXHIBIT "C": INTERCONNECTION DETAILS

1. **Name:** Ferdinand Grid BESS (the "Plant")
2. **Point of Interconnection Location:** The Point of Interconnection is located approximately 0.1 miles East from existing CPS Energy substation (Leon Creek). The "Point of Interconnection" shown on Exhibit C1 shall be defined as the point at which the CPS Energy transmission facilities are connected to the "Generator" facilities. This point is generally stated as where the first four-hole pad reached on the last CPSE Energy owned Transmission structure outside the GIF.
3. **Delivery Voltage:** 138 kV (nominal)
4. **Type of Generating Unit:** Battery Energy Storage System (BESS)
5. **Number and Size of Generating Units:** The Plant is a BESS consisting of two 138/34.5/13.8 kV main power transformers with each main power transformer connecting to thirty-five (35) BESS blocks each rated for 3.15 MVA for a combined gross output of 202.6 MW.
6. **Telemetry Equipment Inputs:** "Generator" shall provide and maintain telemetry originating at the Plant to CPS Energy.
7. **System Protection and Coordination at the Point of Interconnection:** At Generators cost, "Generator" will own, design, install, operate, maintain, and provide settings for protective devices and communication equipment at the "Generators" facilities for the protection scheme that protects the interconnection between the GIF and the TIF. CPS Energy will own, design, install, operate, maintain, and provide settings for protective devices and communication equipment at CPS Energy facilities for the protection scheme that protects the interconnection between the GIF and the TIF. "Generator" and CPS Energy will provide fully redundant protection systems. "Generator" interconnection protection shall use protective relays, communication equipment and other protection devices compatible with CPS Energy protective relays, communication equipment and other protection devices. CPS Energy reserves the right to specify relay types, communication equipment and protection setting requirements for interconnection with the CPS Energy BES. CPS Energy may require submittal of operational and relay one-line diagrams, relaying schematics, relay types, proposed settings and equipment short circuit parameters for review and approval. The Parties will review the applicable protection

settings to verify proper coordination between "Generator" and CPS Energy. If "Generator" or CPS Energy finds that any settings do not coordinate, "Generator" and CPS Energy agree to make changes so that settings coordinate. Once the Parties are satisfied that the settings coordinate, the Parties will provide each other an email or written statement stating that the protection system settings coordinate between the Parties. Once the plant is in operation, the Parties agree to notify each other in advance of any protection equipment, design, or setting changes that may impact the protection system coordination between the Parties. The Parties may request to review existing protection schemes and settings to verify continued coordination. Each Party should respond to the data request within 30 days.

8. **ERCOT Polled Settlement (EPS) metering equipment for the BESS for Point of Interconnect (POI) Metering**

9. EPS metering shall be located at a mutually agreed upon location and reside in a standalone cabinet provided and accessible by CPS Energy.

10. ERCOT Polled Settlement (EPS) metering equipment for the BESS for Wholesale **Storage Load (WSL) Metering**

The EPS metering to include WSL metering for the BESS, shall be located at a mutually agreed upon location and will reside in a standalone cabinet(s) accessible by CPS Energy.

The following TSP metering equipment will be provided by TSP and installed by Generator per WSL metering point:

Inside Generator switchyard:
(3 ea.) Metering PT's, 34.5 kV. To be mounted by Generator on Generator supplied structure.
(3 ea.) Metering CT's, 34.5 kV. To be mounted by Generator on Generator supplied structure.
Location of metering PT's and CT's shall be made accessible to TSP for routine maintenance and testing. Location of metering PT's and CT's shall have protection against vegetation overgrowth.

Outside Generator switchyard:
(1 ea.) Metering cabinets to be mounted by Generator on Generator supplied structure. Metering cabinet will include meters, SCADA, communication equipment, and battery backup system.
(1 lot) Multi-fiber, fiber optic cabling, from the TSP metering cabinets located outside the Generator switchyard fence to the TSP fiber splice box located at TSP's dead-end structure located outside the Generator switchyard fence. The fiber optic cabling

shall be installed in conduit provided and installed by Generator and shall be terminated by TSP.

The following TSP metering equipment will be provided and installed by Generator:

Inside Generator switchyard:
(2 ea.) Metering stand, pole, or cabinet for TSP supplied metering PT's and metering CT's. TSP prefers ability to visually inspect PT's and CT's without the need to open any enclosure.
(2 ea.) Metering junction box, lockable type, including two (2) CT shorting blocks and one (1) PT fuse block. Metering junction box to be locked with TSP lock. Location and requirements of the metering junction box to be finalized during detailed design and provided by TSP to Generator.

Outside Generator switchyard:
(1 ea.) Metering cabinet mounting structure. Generator to provide a structure to mount TSP provided metering equipment cabinet. This cabinet will be located outside of Generator switchyard fence and shall be accessible by vehicle. The metering cabinet shall be grounded to the Generator switchyard grid. Details of equipment to be mounted on the structure will be finalized during detailed design and provided by TSP to Generator.

Inside and Outside Generator switchyard:
(1 lot) Wiring and conduit for the metering stand to include:
Conductor from CT's to metering junction box. Terminated by TSP
Conductor from PT's to metering junction box. Terminated by TSP
(1 lot) Wiring and conduit from the metering junction box to the TSP metering cabinet to include:
Conduit
Conductor for CT's. Terminated by TSP
Conductor for PT's. Terminated by TSP
(1 lot) Wiring and conduit from Generator 120 VAC source to external load panel separate from metering cabinets to provide power to metering cabinet equipment to include:
Conductor for power supply to external load panel
(1 lot) Conduit from the TSP metering cabinets to the TSP fiber splice box at TSP's dead-end structure located outside the Generator switchyard for TSP provided fiber optic cable.
Details of conductor and conduit will be finalized during detailed design and provided by TSP to Generator.

11. **Generator Interconnection Facilities to be furnished by "Generator":** At "Generator's" cost, "Generator" will operate and maintain a complete generation facility including, but not limited to, BESS blocks, two three-winding main power transformers,

protective devices, and other transformers and associated foundations, the terminating structure(s), all relays necessary for the protection, synchronization and coordination of the generators, generator auxiliary equipment and all facilities up to the Point of Interconnection, including 138 kV disconnect switches and/or breakers and ground grid connections.

12. **Site work and service to be furnished by "Generator":**

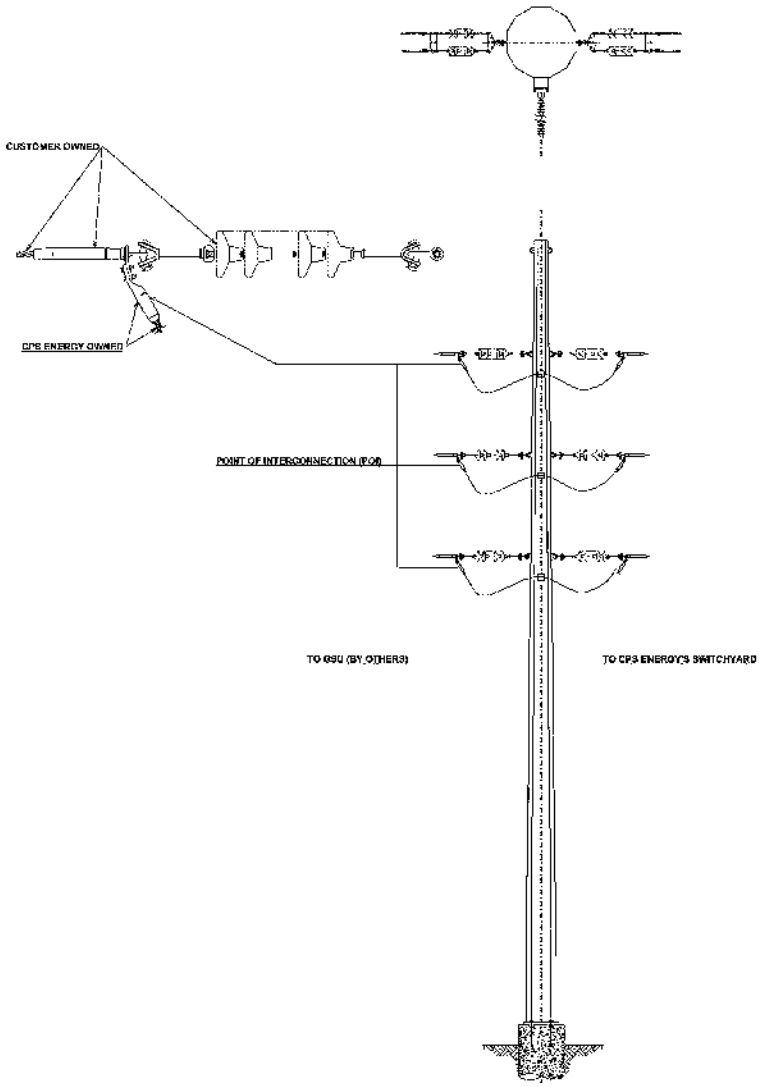
- All necessary federal, state, local permits
- Geotechnical Testing (for foundation design and soil resistivity) in accordance to CPS Energy's specifications. Information shall need to be provided on or before 8/15/2024.
- "Generator" must provide boundary survey and topographical survey CADD files to CPS Energy for use in design by CPS Energy or CPS Energy Engineering Consultants. "Generator" will provide all metes and bound descriptions, exhibits, and maps sign and sealed by a Professional Land Surveyor registered within the state of Texas, necessary for creation of all easements and required for transfer of the land to CPS Energy. CADD files shall be geo-referenced (NAD83 Texas South Central US Survey feet) and delivered in both dwg and dgn formats. Information shall need to be provided on or before 8/2/24.
- Access road constructed with compacted base material in accordance with "Generator's" Geotechnical recommendations and with CPS Energy's acceptance prior to and during construction. Additionally, two (2) 12-foot twin gates shall be installed to allow for construction of the overhead transmission tie line and meter access. Gate placement and access road shall need to be constructed on or before 10/4/24.
- "Generator" will be responsible for maintenance of the access road and all CPS Energy easements for TSP's ingress and egress to and from the TIF located adjacent to the Generator switchyard, including but not limited to, TSP's POI, ERCOT Polled Settlement metering to include WSL metering facilities, and that they are accessible 24/7 and safely traversable in all weather conditions.

13. **Transmission Service Provider Interconnection Facilities to be furnished by CPS Energy:** At CPS Energy's cost, CPS Energy shall own, construct, design, procure, install,

repair, operate, test, and maintain the reconfiguration of an existing line terminal to accommodate connection of the GIF to the Leon Creek 138 kV switchyard and shall consist of new work/modifications including, but not limited to, bus-work, supports, structures, circuit breakers, disconnect switches, Supervisory Control And Data Acquisition (SCADA) and ERCOT Polled Settlement (EPS) metering, telemetry and communication facilities, relays and other equipment necessary for protection and coordination, controls, and wiring all as necessary to provide an interconnection between "Generator's" generation facilities and the TSP System. At CPS Energy's cost, CPS Energy will own, construct, design, procure, install, repair, operate, test, and maintain the 138 kV generation tie-line from CPS Energy's Leon Creek 138 kV substation to the Point of Interconnection, to include all hardware assemblies associated with the connection from the GIF to the TIF that are owned by CPS Energy, such as the single circuit pole line from the 138 kV TIF to the four-hole jumper terminal on the last CPS Energy owned dead-end structure adjacent to the GIF or before the GIF.

14. **Access to Transmission Service Provider Facilities:** "Generator" does not require access to the TIF.

EXHIBIT "C1": POINT OF INTERCONNECTION DETAILS



CPS Energy's last structure before Generator's facility

EXHIBIT "C2": TIF ONE-LINE DIAGARM

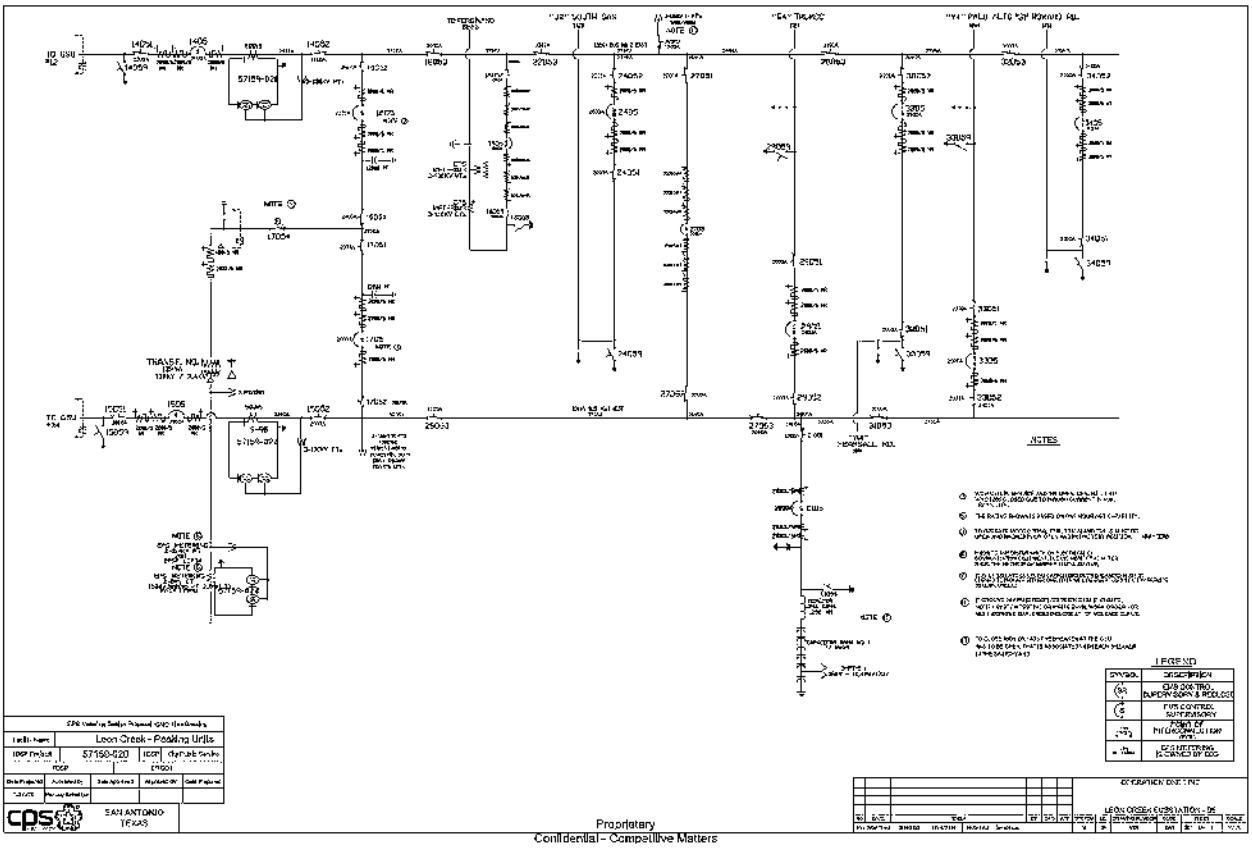


EXHIBIT "D": SECURITY ARRANGEMENT DETAILS

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) five (5) Business Days after the date upon which CPS Energy receives written notification from "Generator" 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 a Letter of Credit (as defined below) or other security reasonably acceptable to CPS Energy ("Security Instrument") for the benefit of CPS Energy in the amounts and for the periods set forth below.

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

In accordance with Section 8.3 of Exhibit "A", any repayment or return of such cash deposit shall include no interest.

"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 CPS Energy. CPS Energy shall return the cash deposit to "Generator" in exchange for the Letter of Credit once the Letter of Credit is fully acceptable to CPS Energy.

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 CPS Energy.

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

Maximum Stated Amount	Effective Date	Expiration Date
Initial amount of $1,363,000 for Design and Procurement	November 28, 2022	20 business days after notification of commercial operations
Additional amount of $1,320,000 for Construction to bring total to $2,683,000	August 11, 2025	20 business days after notification of commercial operations

Failure to deliver or maintain the Security Instruments in the amounts and for the periods set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.

"Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and CPS Energy-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 or "A3" by Moody's Investor Service ("Bank"). A Bank approved by CPS Energy for the initial Letter of Credit shall be deemed approved for a

subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service. 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 "A-" by Standard & Poor's or "A3" by Moody's Investor Service.

If at any time during the term of this Agreement, the CPS Energy-approved bank which has issued the then current Letter of Credit(s) suffers a credit rating reduction to less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service, "Generator" shall replace that Letter of Credit(s) with another Letter of Credit(s) of the same amount and with the same beneficiary from another CPS Energy-approved bank of "Generator's" choice within fifteen Business Days of the date of such reduction in rating. Failure to deliver a replacement Letter of Credit(s) within fifteen Business Days of the date of a reduction in rating shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.