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Filing Date - 2024-11-06 03:20:31 PM

Control Number - 35077

Item Number - 1973



LCRA TRANSMISSION SERVICES CORPORATION

November 4, 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 Second Amendment to the Amended and Restated ERCOT Standard Generation Interconnection Agreement (the "Agreement") dated October 31, 2024, between LCRA Transmission Services Corporation ("LCRA TSC") and Big Sampson Wind Project, 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 if there are any questions regarding this interconnection agreement.

Sincerely,

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

Enclosure

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
ERCOT STANDARD INTERCONNECTION AGREEMENT**

This Second Amendment (“Amendment”) is made and entered into this **31st** day of **October** 2024, by and among the LCRA Transmission Services Corporation (“Transmission Service Provider” or “TSP”) and Big Sampson Wind Project, 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 November 8, 2019; as amended by that certain Amended and Restated ERCOT Standard Interconnection Agreement dated March 22, 2023; as amended by that certain First Amendment to the Amended and Restated ERCOT Standard Interconnection Agreement dated May 3, 2024 (collectively, as amended, the “Agreement”);

WHEREAS, the Generator has notified the TSP of a change in the output rating of The Plant, as well as a change in the type and count of Generating Units noted in Exhibit “C” and Exhibit “C2” of the Agreement; and

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.

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

1. Exhibits “C”, “C2”, and “E” are deleted in their entirety and Exhibits “C”, “C2”, and “E” attached to this Amendment 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.

[Signature page to follow]

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.

Big Sampson Wind Project, LLC

By: Ricky Davis

Signature: 
Ricky Davis (Oct 31, 2024 10:45 PDT)

Title: Vice President, ENGIE NA

Date: 10/31/24

Initials: JP
Jane Pearson

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: 

Title: Vice President, LCRA Transmission
Design and Protection

Date: 10/31/2024



Exhibit “C”
Interconnection Details

1. Name: Big Sampson Wind Project, LLC
2. Point of Interconnection location: The Point of Interconnection will be at the new TSP Twelvemile Substation (“TSP Substation”) located in Crockett County, TX along the existing South Texas Electric Cooperative (“STEC”) 345-kV transmission line T21485, 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 345-kV radial circuit connects to Generator’s free standing steel interconnection dead-end transmission structure (“POI Structure”).
3. Delivery Voltage: 345-kV
4. Number and size of Generating Units (“The Plant”): The Plant is a wind generation facility with one Point of Interconnection to the grid. The Plant consists of sixty (60) 4.5 MW Vestas V163 Wind Turbines, resulting in 270 MW Gross MW output at the turbine terminals.
5. Type of Generating Unit: 4.5 MW Vestas V163 Wind Turbines.
6. Metering Equipment:
 - A). TSP’s EPS Metering Facilities will be located at the TSP Substation as part of the TIF. Three 345-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 345-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.
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 (1) 345-kV radial line approximately 3.1 mile(s) in length consisting of bundled 477-kcmil ACSR phase conductors with necessary material to dead-end and connect to the POI Structure outside the TSP Substation;
- B). One (1) full tension, dead-end, 345-kV line Structure located near the POI Structure (Generator shall follow and conform to TSP's POI Structure design parameters for the height and framing of this structure, the arrangement of the phases, static wire type, and exact location of the structure. Generator will provide the design to TSP for review and approval no fewer than one hundred and twenty (120) days prior to conveyance of the real property rights to TSP;
- C). Two (2) fiber optic cables (Corning SMF-28e/e+ or equivalent minimum of 12 strand, single-mode) from Generator's interconnection substation control building to the TSP's fiber splice boxes (OPGW AFL DNO-11243 or compatible equivalent) to the POI Structure at the Point of Interconnection; Generator will provide 150 feet of OPGW slack on the coil bracket at the Point of Interconnection; Generator will provide the specification of the fiber to be terminated at the TSP POI fiber splice boxes for TSP review and approval no fewer than one hundred and twenty (120) days prior to the In-Service Date;
- D). Generator's interconnection substation(s) including control building(s), 345-kV generation step-up ("GSU") transformer(s), transformer protection package(s), 345-kV circuit breaker(s), 345-kV circuit disconnect switch(es), and protective relaying panels for the Generator's 345-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). 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
- F). 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 345-kV radial circuit;

B). 345-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) new 345-kV Twelvemile Substation which will include the following:

- 1) Five (5) substation A-frame structures (including one (1) substation A-frame for TSP's span of conductors and OPGW described in Section 9.B) above within TSP Substation;
- 2) 345-kV bus including bus supports and foundations;
- 3) Seventeen (17) 345-kV surge arresters;
- 4) Fourteen (14) 345-kV coupling capacitor voltage transformers;
- 5) Two (2) 345-kV power voltage transformers;
- 6) Nine (9) 345-kV, 4000A, 63-kA circuit breakers;
- 7) Twenty-six (26) 345-kV, 4000A Center Break switches with supporting structures and foundations;
- 8) One (1) control building with foundation;
- 9) RTU(s) and panels to provide breaker status, telemetry and energy data;
- 10) 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) 345-kV metering CT's; and
 - (d) Three (3) 345-kV metering PTs.

D). Additionally, STEC will install modifications to STEC's existing 345-kV transmission line to terminate two existing transmission circuits including the addition of four (4) dead-end transmission structures, fiber splice facilities, wire, and associated appurtenances;

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. TSP will complete the dress out and termination of the fiber in the splice boxes at the Point of Interconnection. The Generator shall provide the dedicated channels or fiber pairs as necessary for, including, Generator's 345-kV radial circuit protective relaying, TSP's EPS metering, and Remedial Action Scheme communications.

A. [reserved]

B. Voice communications provided by the Generator shall at a minimum include one voice circuit in the Generator's substation control buildings for purposes of field to control room communications.

11. System Protection Equipment:

A). Generator will provide a line protection panel for Generator's 345-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.
 - a. 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.
 - b. 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 wind turbines to be served by each collector bus, (4) size, make and model of wind turbines, (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.
- J). The coordination of protective device settings for the initial energization of the Point of Interconnection and setting modifications, requested by TSP, will be finalized by the Generator no later than ten (10) business days prior to energization.

12. Real Property Rights and Access Road Provisions:

- A. Generator has provided the anticipated route for the Generator's 345-kV generation tie line as well as its projected intersection with STEC's 345-kV transmission line between TSP's Bakersfield and Noelke substations. This intersection represents the approximate location of the proposed TSP Twelvemile Substation (the "Substation Site"). If TSP

finds the Substation Site acceptable, TSP shall request that the Generator acquire the Substation Site parcel as shown in Exhibit "C3" (TSP must approve deed language before completion of landowner negotiation). TSP shall then acquire from the Generator (using TSP's standard form of general warranty deed) the Substation Site property as generally depicted in Exhibit "C3". The proposed Substation Site is generally described as an area of approximately 23 acres located roughly 7.2 line miles east of the intersection of County Road 349 and STEC's T21485 345-kV double circuit capable transmission line in Crockett County, north of the city of Iraan, Texas. If TSP finds the Substation Site acceptable, TSP shall offer to pay the Generator an amount for the Substation Site and easements in (b) and (c) below, equal to the market value as determined by a Generator provided appraisal from a TSP approved appraiser.

- B. In addition, Generator shall acquire, and convey to TSP, easements that provide good and adequate rights of vehicular ingress and egress to and from a public road and access rights for necessary overhead and underground utility services and communication services to the Substation Site (TSP must approve easement language before completion of landowner negotiation). TSP shall then acquire from the Generator (using TSP's standard form of easement) the access easement generally depicted as "Access Easement Area" in Exhibit "C3". Generator shall construct and maintain the access road contained within this Access Easement Area in a manner acceptable to TSP in order to allow the construction and maintenance of the TIF. Generator agrees to complete the construction of the access road by the date noted in Exhibit "B" and shall coordinate any joint use of said access road by Generator or its contractors with TSP during construction or maintenance of the TIF so that TSP may maintain schedule to meet the In-Service Date.
- C. Reserved
- D. The POI Structure, as described in Section 9.C above, will be located near the southern boundary of the Substation Site. Prior to the conveyance of the Substation Site to TSP, Generator shall reserve an easement (the "Generator's Easement Area") around the POI Structure (TSP must approve easement language before completion of landowner negotiation). Generator shall install the aforementioned 345-kV line structure described in Section 8.B above at a location coordinated with TSP, adjacent to the POI Structure outside the TSP Substation.
- E. These necessary real property rights described in Sections 12.A, 12.B and 12.C above are required before TSP can commence construction, as contemplated in Exhibit A, Section 4.3. Therefore, if TSP does not accept the Substation Site and Easements or is unable to acquire the Substation Site and Easements by the date noted in Exhibit "B", TSP and Generator will work toward finding a site that meets TSP's approval and will amend this Agreement, including TSP's In-Service Date(s), as necessary.
- F. In no event shall the Substation Site or Easements 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 Substation Site and Easements.

- G. 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 half (0.5) foot contours; and a SUE survey, per TSP provided surveying specifications and TSP engineering review, of the tracts necessary in Sections 12.A, 12.B and 12.C above.
- H. TSP’s acquisition of the real property rights noted in this Section 12 above is subject to (i) TSP’s review and acceptance of surveys, title commitment and title insurance policy for the Substation Site and Easements, 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.

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 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 345-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 345-kV ERCOT Transmission Grid through the Point of Interconnection. 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). Operational Notifications:
 - (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) 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.
- F). Sub-synchronous Resonance (SSR) Study: Generator has requested that this Agreement be signed prior to completion of the SSR study associated with this interconnection request. Pursuant to ERCOT Requirements, the SSR study shall be completed prior to initial synchronization of the plant. The findings of the SSR study may dictate that the Generator and/or TSP install additional facilities to mitigate this vulnerability in conjunction with this interconnection request. ERCOT and TSP shall approve all mitigation plans. Such mitigation may require additional time for the TSP to meet its In-Service Date and/or it may increase the dollar amount of the Security Instrument required of Generator. If mitigation is required, this Agreement shall be amended to include any additional facilities, additional time, and additional amount of Security. However, Generator may provide ERCOT and TSP documentation that conclusively establishes that the Plant will not be subject to sub-synchronous resonance problems with series compensation on the ERCOT System. ERCOT and TSP shall reasonably determine if such documentation is sufficient to preclude the need for TSP to perform the SSR study. Such documentation shall be supplied by Generator to ERCOT and TSP no later than ninety (90) days prior to the initial synchronization of the plant. In the event that the generator vendor advises Generator that it cannot supply generators for the Plant that are compatible with the transmission system series compensation, the Generator shall notify TSP of such event, which shall be deemed a Default under Section 10.6 of the Agreement.

Exhibit C2
One Line Diagram – TIF, GIF, and The Plant

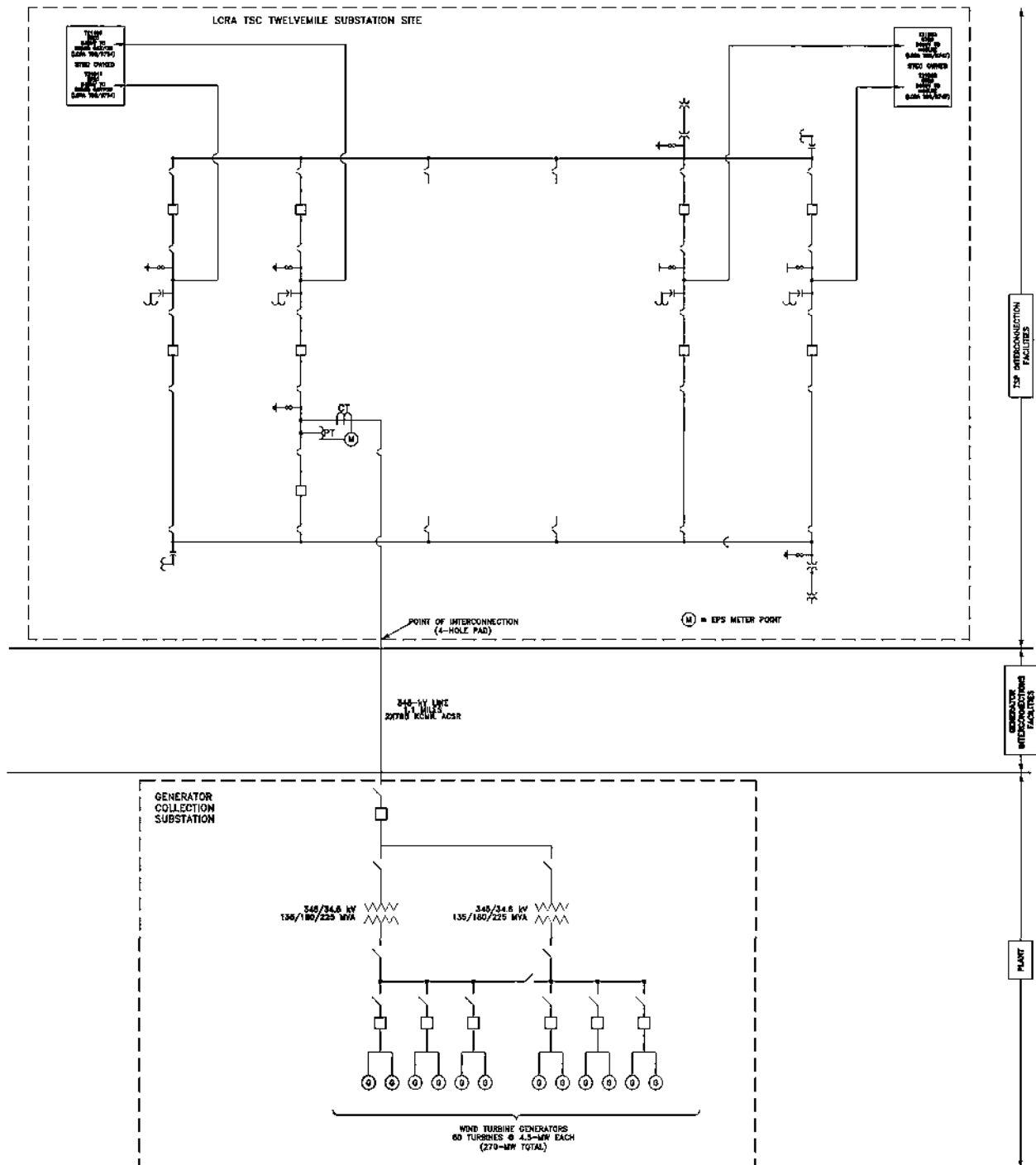


Exhibit “E”
Security Arrangement Details

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:

Maximum Stated Amount	Effective Date	Expiration Date
Initial amount of \$13,550,000 for Design and Procurement	As specified in Exhibit “B”	No earlier than fifteen (15) months after the Commercial Operation Date
Additional amount of \$38,250,000 for Construction, bringing the total to \$51,800,000	As specified in Exhibit “B”	

The security amount(s) specified above in this Exhibit “E” include STEC's estimated costs for the required modifications to STEC's transmission facilities. TSP shall amend the existing interconnection agreement between TSP and STEC to guaranty these modifications to the STEC owned 345-kV transmission line for the cut-in of the TSP's new Twelvemile Substation.

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).
2. **Direct Cost Obligations of Generator:** In addition to the aforementioned Security Instrument(s), Generator will make a contribution in aid of construction for expenses

relating to a Generator requested change to the TIF. TSP will further detail scope of work and associated cost to be provided as contribution in aid of construction by the Generator in the Facility Study report. TSP shall invoice Generator for said incurred expenses and Generator shall provide payment(s) within thirty (30) days of receipt of such invoice(s). 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.

Second Amendment to the Amended & Restated SGIA Big Sampson and LCRA TSC - For Legal Stamp

Final Audit Report

2024-10-31

Created:	2024-10-31
By:	Curtis Lund (curtis.lund@lcra.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJt4Zg8Mx3Tlppplf7j91gadlFo04dyr4

"Second Amendment to the Amended & Restated SGIA Big Sampson and LCRA TSC - For Legal Stamp" History

-  Document created by Curtis Lund (curtis.lund@lcra.org)
2024-10-31 - 5:15:56 PM GMT
-  Document emailed to Jane Pearson (jane.pearson@engie.com) for approval
2024-10-31 - 5:16:02 PM GMT
-  Email viewed by Jane Pearson (jane.pearson@engie.com)
2024-10-31 - 5:35:40 PM GMT
-  Document approved by Jane Pearson (jane.pearson@engie.com)
Approval Date: 2024-10-31 - 5:35:57 PM GMT - Time Source: server
-  Document emailed to Ricky Davis (ricky.davis@engie.com) for signature
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PUCT letter for 2nd Amendment - Big Sampson Wind

Final Audit Report

2024-11-05

Created:	2024-11-04
By:	Curtis Lund (curtis.lund@lcra.org)
Status:	Signed
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-  Document created by Curtis Lund (curtis.lund@lcra.org)
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