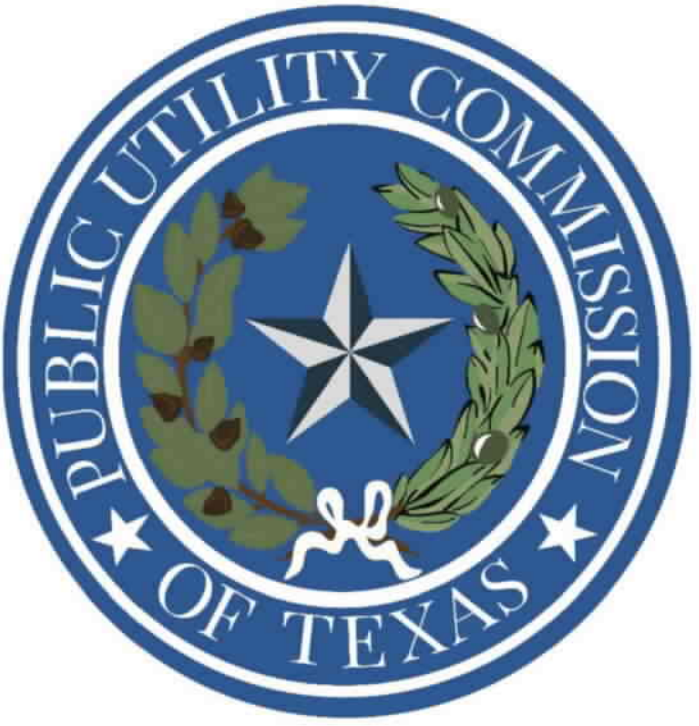

Filing Receipt

Filing Date - 2024-11-25 05:18:32 PM

Control Number - 35077

Item Number - 1993

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

November 25, 2024

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

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

Find attached the First Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and Jack Barton BESS LLC (Barton Bishop BESS) (24INR0304), dated October 28, 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 C which contains CEII information.

Sincerely,

Thomas J. Yamin

Thomas J. Yamin, P.E.
Director

AMENDMENT NO. 1

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
GIR 24INR0304 – Jack Barton BESS LLC
(Barton Bishop BESS)

This Amendment No. 1 ("Amendment") to the ERCOT Standard Generation Interconnection Agreement, dated March 17, 2024 ("Agreement") is made and entered into this 28 day of October, 2024 between Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Transmission Service Provider" or "TSP") and Jack Barton BESS LLC ("Generator"), collectively referred to herein as the "Parties". In consideration of the mutual promises and undertakings set forth herein, the Parties hereby agree to amend the Agreement as follows:

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

2. Exhibit "C", Interconnection Details, to the Agreement is deleted in its entirety and replaced with the Exhibit "C", Interconnection Details, attached hereto and made a part hereof.

3. Exhibit "E", Security Arrangement Details, to the Agreement is deleted in its entirety and replaced with the Exhibit "E", Security Arrangement Details, attached hereto and made a part hereof.

4. 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 may cause 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

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

NAME: Robert Holt

TITLE: Director, Transmission Services

DATE: 10/28/2024 | 9:17:48 AM PDT

JACK BARTON BESS, LLC

BY: Signed by: Anthony J Maselli 1469769FD45E4D7...

NAME: Anthony J Maselli

TITLE: Chief Executive Officer

DATE: 10/28/2024 | 8:50:16 AM PDT

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 construction and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **December 6, 2024**

In - Service Date(s): **December 3, 2026**

Scheduled Trial Operation Date: **December 14, 2026**

Scheduled Commercial Operation Date: **April 13, 2027**

Date by which TSP will submit the Metering Design Proposal to ERCOT: **June 3, 2026**

Date by which Generator will provide one-line diagrams and Information required for sizing the EPS Metering CT's: **September 3, 2025**

Date by which Generator will provide one line diagrams and Information required for sizing the Wholesale Storage Load ("WSL") EPS Metering CT's and PT's, including if Grounding Resistor's/Reactors are to be utilized on the "Main Power Transformer" neutrals: **October 3, 2025**

Date by which TSP will provide to Generator information for the WSL EPS Metering typical layout and installation details including CT and PT outlines: **November 3, 2025**

Date by which Generator will provide to TSP complete One Line Diagrams to show in detail the BESS System from the Point of Interconnection and EPS WSL Metering Point through the batteries to ground: **February 3, 2026**

Date by which Generator will provide drawings showing in detail the proposed location and installation of TSP's WSL EPS Metering equipment: **March 3, 2026**

Date by which TSP will provide the Generator the WSL EPS Metering instrument transformers for installation in Generator Collector Station: **September 3, 2026**

Date by which Generator will complete the installation of WSL EPS Metering instrument transformers for TSP termination and testing: **October 5, 2026**

Date by which Generator will make contact with TSP to communicate land conveyance type (deed or easement) and provide a contact for TSP Right of Way coordination: **February 6, 2025**

If Generator intends to convey the station land for the TSP Barton Switch to Generator transmission line and TSP POI dead-end structure to Oncor in fee title, Generator must acquire the land from the third-party landowner at least four (4) months prior to the date TSP must take ownership or possession of the deed as required below and provide a copy of the recorded deed to the TSP Right of Way Project Manager

Date by which Generator will provide preliminary exhibits for the easements for TSP's WSL Metering equipment, communications equipment, and antenna mast (if required) pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **April 3, 2026**

Date by which Generator will provide final exhibits for the easements for TSP's WSL Metering equipment, communications equipment, and antenna mast (if required) pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **May 4, 2026**

Date by which TSP must take ownership or possession of the easement for the WSL Metering equipment, communications equipment, and antenna mast (if required), in accordance with Exhibit "C", so that TSP may maintain schedule to meet the In-Service Date: **September 3, 2026**

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **June 3, 2026**

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": **September 3, 2026**

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: **April 3, 2026**

Date by which TSP must take ownership or possession of the easements/rights of way, in accordance with Exhibit "C", for property for the **TSP Barton Switch to the POI Structure** so that TSP may maintain schedule to meet the In-Service Date: **April 15, 2026**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the **TSP Barton Switch to the POI Structure** 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": **March 13, 2026**

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator: **February 3, 2026**

Date by which Generator will have in place the communication facilities specified in Exhibit C: **October 22, 2026**

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: **June 3, 2026**

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: **June 3, 2026**

Date by which TSP will provide preliminary exhibits for the easements/rights of way for **the TSP Barton Switch to the POI Structure** transmission line, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **December 5, 2025**

Date by which TSP will provide final exhibits for the easements/rights of way for the **TSP Barton Switch to the POI Structure** transmission line, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **January 23, 2026**

Date by which the Generator will have installed the Generator Transmission Line from Generator's dead-end structure located in the Generator Switchyard to TSP's POI dead-end structure located south of the TSP Barton Switch Property, including 4 hole pads ready for TSP's jumper terminations: **October 8, 2026**

Date by which the Generator will have the Generator breaker(s), system protective equipment (including fiber termination and testing), and any equipment necessary for station to station relaying and SCADA communications installed and ready for acceptance and functional trip testing with TSP to ensure proper functioning: **November 5, 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".

Exhibit "C"
Interconnection Details

1. Name: **Jack Barton BESS LLC (Barton Bishop BESS)**

2. Point of Interconnection location: The Point of Interconnection is located in Jack County, Texas, at the Barton Switch. Specifically, the Point of Interconnection shall be defined as the points where TSP's 138 kV Transmission Line terminated at the TSP 138 kV full tension self-supporting transmission dead-end POI structure connects to Generator's 138 kV Transmission Line. The Barton Switch is located [redacted] in Jack County, TX. (See attached one-line diagram.)

3. Delivery Voltage: **138 KV**

4. Number and size of Generating Units:

   Fifty-five (55) batteries rated at 1.0 MVA each with a gross capacity of 55 MVA

   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:
   EPCPower CAB1000 battery storage inverters

   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 **138 KV** metering accuracy potential and current transformers and associated metering and telemetry equipment (including an RTU) located in the TIF. A one-line diagram showing TSP's ERCOT-polled settlement ("EPS") metering location is attached to this Exhibit "C" as Attachment 1. TSP will connect its EPS primary meter(s) to its RTU via a communication link. Primary EPS metering data may be made available to Generator via a Generator-owned communication link connected to TSP's RTU, using TSP's available RTU protocol. Such data, if provided to Generator, will be for Generator's informational purposes only. Generator shall not rely on such data, as the primary source, for the metering data addressed in item 6b. below, or for any other scheduling or operational purposes. TSP makes no guarantee of the quality or availability of such data. The provisions of Exhibit "A", Section 5.5G., shall not apply to TSP's RTU.

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

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

d. Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Generator's Plant with the transmission system. Generator will directly make arrangements to procure and will bear the procurement, installation and ongoing costs of items (i) and (ii) below. The communications facilities will include (see Attachment 2A to Exhibit "C"):

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

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

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

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

g. Any changes to Generator's metering, telemetry, and communication equipment, including meters, voltage transformers, current transformers, and associated RTU,

panels, hardware, conduit and cable, that will affect the data being received by TSP hereunder must be mutually agreed to by the Parties.

h. Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry, or communications equipment or related situation that requires attention and/or correction by the other Party.

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

Generator Transmission Line

Generator will be responsible for the construction and ownership of one short transmission line with single-circuit conductors and static wires from Generator's 138 kV Switchyard dead-end tower to the TSP full tension POI dead-end structure located south of the Barton Switch property ("Generator Transmission Line") in an easement to be provided by Generator. TSP will specify point loads for all Generator conductor and static attachments to the TSP full tension POI dead-end structure. TSP will also supply phase and static spacing and the actual line angle. This information will be provided during detailed design. In addition, TSP will provide a right of way for the Generator Transmission line within the TSP transmission line right-of-way for Generator installation and maintenance of their line.

The Generator will also be responsible for the installation of multi-fiber fiber optic cable, with 1300/1550nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to interface with the TSP Transmission Line multi-fiber fiber optic cable to be used for primary and redundant line relaying and optional SCADA communications for EPS metering information to Generator. TSP will install and own a fiber optic splice box to be located at the base of the TSP full tension POI dead-end structure. Generator will route its fiber optic cable to the splice box and be responsible for testing of their fibers. TSP will be responsible for providing the fusion splice and the fiber testing.

Generator Switchyard Facilities

Generator Provided Equipment for Generator 138 kV Substation

(1 ea.) Circuit breaker, 145 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, 123 kV, gang operated, 3 phase, with provisions for TSP pad lock

(1 lot) PT or CCVT, 145 kV, dual secondary windings as required for Generator metering and relaying

(1 lot) Protective relaying equipment necessary to interface with TSP relaying equipment for protection of the 138 kV tap line, and related breaker failure protection schemes

(1 ea.) Supervisory equipment, SCADA RTU, complete with Generator-provided dedicated data communication circuit back to TSP's Central Control Center.

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

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

(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 138 kV Plant Switchyard.

(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 to Generator.

TSP Provided Equipment for Generator 34.5 kV Switchyard

The following list of metering equipment will be provided by TSP and installed by Generator for the Generator 34.5 kV yard.

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

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

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

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

(1 ea.) Antenna mast provided and installed by TSP as needed. If required, antenna mast to be installed adjacent to Metering/Communication structure, or

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

Generator Provided Equipment and Structures for EPS Metering of the Generator BESS WSL

The following list of metering equipment will be provided and installed by Generator for the Generator 34.5 kV yard.

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

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

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

(1 lot) Wiring and conduit for the metering stand to include:
(1) 4 conductor shielded # 10 from CT's to Junction Box. Terminated by TSP
(1) 4 conductor shielded # 10 from PT's to Junction Box. Terminated by TSP

(1 lot) Wiring and PVC conduit for the metering junction box to the TSP Metering Cabinet to include:
(1) 2" minimum PVC conduit
(1) 4 conductor shielded # 10 for CT's. Terminated by TSP
(1) 4 conductor shielded # 10 for PT's. Terminated by TSP

(1 lot) Wiring and PVC conduit from dedicated Generator 125 VDC source for the metering Cabinet to include:
(1) 2 conductor shielded # 10 for power supply to meters. Terminated by TSP

(1 lot) Wiring and PVC conduit from dedicated Generator 120 VAC source for the metering Cabinet to include:
(1) 2 conductor shielded # 10 for power supply to meters. Terminated by TSP

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

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

Barton Switch to Generator 138 kV Transmission Line

To interconnect the Generator Transmission Line (defined item 7 above) to Barton Switch it will be necessary for TSP to install and own a new, single-circuit section of 138 kV transmission line from TSP's Barton Switch to a TSP owned full tension Point-Of-Interconnection (POI) dead-end structure located south of the TSP Barton Switch Property

("TSP Transmission Line") in an easement to be provided by Generator. This work will include installing one (1) single circuit 138 kV steel pole tangent structure, one (1) span of single circuit conductors, one (1) span of 48 count optical ground wire ("OPGW"), and one (1) spans of 3/8" EHS shield wire and terminating them on the TSP owned full tension POI dead-end structure and the TSP dead-end structure inside TSP's Barton Switch.

The TSP Transmission Line will include a single multi-fiber fiber optic cable with 1300/1550 nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to be used for primary and redundant line relaying and optional supervisory control and data acquisition (SCADA) communications for ERCOT Polled Settlement (EPS) metering information to Generator. TSP will install and own a fiber optic splice box to be located on the TSP owned full tension POI dead-end structure. TSP will route its fiber to the fiber optic splice box and will be responsible for providing the fusion splice and the testing of TSP fibers.

Barton Switch 138 kV

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

(1 ea.) Circuit breaker, 145 kV, 3200 A, 40 kA

(3 ea.) Switch, air break, 123 kV, 3200 A, gang operated, 3 phase

(3 ea.) Metering Current Transformers, 145 kV

(3 ea.) PT's, 145 kV, dual secondary windings for metering and relaying

(9 ea.) Surge arresters, 132 kV

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

(1 lot) Modifications to existing Line Relay Panels

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

Relaying Equipment:

The following relay panels will be necessary for Barton Switch.

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

(1 ea.) Metering panel with totalizing equipment

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

9. Communications Facilities: See Item 6 above.

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

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

12. Supplemental Terms and Conditions:

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

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

c. If Generator Owns Land - If Generator will own the land in fee upon which TSP will construct the TIF, or portion thereof, Generator will provide to TSP, at no cost to TSP, a deed and/or easement(s) in perpetuity, in form and substance satisfactory to TSP, for such land or land rights as are needed for the TIF. Generator will provide such deed and/or easement(s) to TSP by the date(s) specified in Exhibit "B".

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.

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

which specifies that the land rights to be granted to TSP by the fee owner of such land will control in the event of conflict between such land rights and the aforementioned land rights held by Generator.

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. Site Plan - Generator will provide to TSP, by the date specified in Exhibit "B", a site plan in sufficient detail to reflect the proposed routes and locations of Generator's generating units, transmission lines, distribution lines, substations, transformers, and roads.

h. Additional Studies – If it is necessary for TSP to perform any additional generation interconnection studies associated with the Plant in accordance with ERCOT Requirements ("Additional Studies"), the Parties will enter an agreement to perform the Additional Studies and Generator shall pay TSP for the Additional Studies pursuant to that agreement. The completion of such Study may reveal that

additional TSP facilities will be required to be installed in conjunction with the interconnection of the Plant. If TSP determines, as a result of the Additional Studies, that this Agreement needs to be amended to include additional facilities, the Parties will amend this Agreement to include (i) such additional facilities identified in the Additional Studies, and (ii) additional security requirements. Generator will provide an additional level of security in accordance with this Agreement to reflect any such additional facilities.

i. 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.

j. 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.

k. 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.

l. 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.

m. Facility Connection Requirements – Generator will construct its facilities in accordance with the version of Oncor Standard 520-108 that is in effect at the time the Generator gives its notice to proceed with design and procurement, as referenced in Exhibit "B".

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 Barton 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".

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: _____ , if applicable.

Exhibit "E"
Security Arrangement Details

Effective on or before **December 6, 2024** Generator shall cause to be established (the date of such establishment shall be the "Effective Date"), and shall at all times through the earlier of (i) five (5) business days after the date upon which TSP receives written notifications from Generator and ERCOT that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the "Final Expiration Date"), cause to be maintained in full force and effect an "Irrevocable Standby Letter of Credit" for the benefit of TSP in a commercially acceptable form consistent with this Exhibit E and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amounts as set forth below. "Irrevocable Standby Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least "A-" by Standard & Poor's and "A3" by Moody's Investor Service ("Bank"). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom TSP certifies has succeeded to TSP's right, title and interest in and to this Agreement. Should TSP transfer such Irrevocable Standby Letter of Credit as stated above, Generator shall reimburse TSP for any costs it incurs from the Bank associated with such transfers.

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

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

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to TSP and Generator in writing by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an "Expiring Term") not less than ninety (90) days prior to the expiration date of any Expiring Term. Generator hereby agrees that in the event that the Bank gives such notice and Generator does not provide TSP with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit at least forty-five (45) days prior to the expiration date of any Expiring Term, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

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

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

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

Effective Date	**Surety Amount**
On or before December 6, 2024	**$3,512,570.00**