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

December 12, 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 Steelhead Wind 2, LLC (Yellow Cat Wind) (25INR0018), dated December 3, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Sincerely,

A handwritten signature in black ink that reads "Thomas J. Yamin". The signature is written in a cursive, flowing style.

Thomas J. Yamin, P.E.
Director

AMENDMENT NO. 1
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
GINR 25INR0018– Steelhead Wind 2, LLC
(Yellow Cat Wind)

This Amendment No. 1 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement, dated July 9, 2024 (“Agreement”) is made and entered into this 3 day of December 2024 between Oncor Electric Delivery Company LLC, a Delaware limited liability company (“Transmission Service Provider” or “TSP”) and Steelhead Wind 2, 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. Paragraph 8 of Exhibit “C”, Interconnection Details, to the Agreement is deleted in its entirety and replaced with the Paragraph 8 of Exhibit “C”, Interconnection Details, attached hereto and made a part hereof.
- 2. 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.
- 3. 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
LLC
DocuSigned by:
Robert Holt
BY: 1A4F308A21AA462...
NAME: Robert Holt
TITLE: Director, Transmission Services
DATE: 12/3/2024 | 11:06:35 AM PST

STEELHEAD WIND 2 LLC
Signed by:
Chris Rogers
BY: 463BB74DFC124ED...
NAME: Chris Rogers
TITLE: President
DATE: Dec 3, 2024

Exhibit “C”

Interconnection Details

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

Venus Switch – Navarro Switch (LST) 345 kV Transmission Line Changes and Additions

To provide service to the Generator’s generating facility it will be necessary to modify a double-circuit 345 kV transmission line. The work required to place the generating facility via the TSP Notus Switch within the east circuit of the Venus Switch – Navarro (LST) Switch double-circuit 345 kV transmission line includes re-locating one (1) self-supporting full tension tangent transmission structure, installing two (2) 345 kV self-supporting full tension turning dead-end structures, three (3) 345 kV self-supporting full tension tangent transmission structures, four (4) spans of 48 count optical ground wire (“OPGW”), five (5) spans of bundled (2) conductors, and four (4) spans of 7/16” EHS shield wire and terminating them at the station dead-end structures inside Notus Switch. The OPGW fiber optic cable will be terminated at splice boxes located at both TSP transmission dead-end structures and station dead-end structures.

The four (4) spans of 0.546” OPGW shield wire will be a single multi-fiber optic cable with 1300/1550 nm single-mode fibers, 48 fibers minimum (24 fibers per tube), to be used for future primary and redundant line relaying. TSP will install and own fiber optic splice boxes to be located at the base of each of the TSP dead-end structures.

The transmission line will require a transmission right-of-way. The right-of-way in which the new lines are to reside will need to be procured by the Generator.

Notus Switch – Generator 345 kV Transmission Line Addition

To interconnect the Generator’s generating facility to Notus Switch it will be necessary for TSP to install and own a new, single-circuit, 345 kV transmission line from TSP’s Notus Switch to a TSP owned Point of Interconnection (“POI”) transmission dead-end structure located adjacent to Notus Switch. The line work will include installing one (1) full tension self-supporting transmission dead-end POI structure, one (1) span of bundled (2) conductors and one (1) span of 48 count OPGW shield wire, and one (1) span of 7/16” EHS shield wire. The TSP full tension self-supporting transmission dead-end POI structure shall be capable of supporting TSP and Generator specified point loads for all conductors, OPGW and static attachments. The point of demarcation of ownership and installation will be at the TSP full tension transmission dead-end POI structure TSP Transmission Line strain insulator dead-end connector 4-hole pads. The TSP shall own and install the connecting jumper between the Generator and TSP strain insulator dead-end connector 4-hole pads.

The TSP Notus Switch – Generator 345 kV transmission line addition 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 EPS metering information. TSP shall own and install a fiber optic splice box located at the base of the TSP full tension transmission dead-end POI structure. TSP will route its fiber to the fiber optic splice box and be responsible for splicing TSP fibers to the Generator fibers.

The transmission line necessary to interconnect the TSP Notus Switch to the TSP full tension transmission dead-end POI structure located adjacent to Notus Switch will require a right-of-way. The right-of-way in which the new line is to reside will need to be procured by the Generator.

Also, to provide service to the Generator's generating facility, it will be necessary for Generator to install and own a single-circuit, 345 kV transmission line from the dead-end structure located in the Generator Substation to the TSP full tension transmission dead-end POI structure located adjacent to the TSP Notus Switch ("Generator Transmission Line"). Generator shall connect at a delivery voltage of 345 kV with the change of ownership of facilities to be designated at the location at which TSP's jumpers on TSP's transmission dead-end POI structure adjacent to TSP's Notus Switch connect to the Generator Transmission Line.

Venus Switch Changes

The system improvements at Venus Switch require modifying the existing carrier frequencies for the line to Notus Switch. This project includes re-tuning the existing line traps and updating relay settings.

Equipment: (1 ea.) Line Tuner,
(1 ea.) Line Arrestor
(1 ea.) Line Trap Tuning Pack

Navarro Switch (LST) Changes

The system improvements at Navarro Switch (LST) require modifying the protective relay settings, updating the protection scheme to include Direct Transfer Trip ("DTT") received, and tuning the new DTT frequency for the line to Notus Switch.

Everman Switch Changes

In accordance with the Yellow Cat Wind Generation Interconnection Short Circuit Study, dated March 10, 2023, the system improvements at the Everman Switch require replacing two over-duty 138 kV circuit breakers.

Equipment: (2 ea.) Circuit breaker, 362 kV, 3200 A, 80 kA

TSP Notus Switch

Notus Switch shall consist of two 345 kV sources and provide Generator with one interconnection point from a 5000A, 345 kV three breaker, ring bus arrangement. The total property required for Notus Switch will be dependent upon TSP's and Generator's final contours and grading design and will include additional area around the entire station fence perimeter for transmission line terminations, future expansion, grounding and grading work and is subject to change during the project detailed design.

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

(3 ea.) Circuit breaker, 362 kV, 5000 A, 63 kA
(7 ea.) Switch, air-break, 362 kV, 5500 A, gang operated, 3 phase
(3 ea.) Switch, air-break, 362 kV, 5500 A, gang operated, 3 phase with 3 phase ground switch
(3 ea.) Current Transformer ("CT"), metering, 345 kV.

- (3 ea.) Coupling Capacitor Voltage Transformer ("CCVT"), 345 kV, dual secondary windings for metering and relaying
- (2 ea.) Line Trap
- (2 ea.) Line Tuner
- (2 ea.) CCVT, 345 kV, dual secondary windings for relaying with carrier accessories
- (4 ea.) CCVT, 345 kV, dual secondary windings for relaying
- (9 ea.) Surge arrester, 276 kV
- (1 lot) All galvanized steel structures, including dead-ends, switch stands, CT supports, surge arrester supports, CCVT supports, static masts, and bus supports necessary for construction and operation of the TSP switchyard facilities
- (1 ea.) Supervisory equipment, SCADA Remote Terminal Unit ("RTU")
- (1 ea.) Control house w/2-125 VDC battery sets and associated indoor accessories
- (1 ea.) Establish AC distribution station service
- (1 lot) Emergency switchyard generator and associated propane storage facilities
- (1 lot) Associated buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading (by TSP), site preparation and any appurtenances necessary for construction and operation of the TSP switchyard facilities
- (1 ea.) Yellow Cat Wind Line (Generator), line current differential ("LCD"), pilot, fiber relay panel
- (1 ea.) Navarro Switch (LST) Line, Directional Comparison Blocking ("DCB") over carrier relay panel
- (1 ea.) Venus Switch Line, DCB over carrier relay panel
- (2 ea.) Single channel transfer trip transceiver, single channel relay panel
- (1 ea.) 7-line carrier tester panel with DC alarms, clock and communication processors
- (1 ea.) Digital Fault Recorder
- (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.

Exhibit "E"

Security Arrangement Details

Effective on or before **August 7, 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 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 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 amount 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 by the dates in the cumulative amounts set forth in the following schedule:

<u>Effective Date</u>	<u>Surety Amount</u>
On or before August 7, 2024	\$19,401,822
On or before December 6, 2024	\$20,135,591