Control Number: 35077

Item Number: 700

Addendum StartPage: 0

**Project No. 35077**



**Amendment No. 1**

# INTERCONNECTION AGREEMENT

**Between**

**LCRA Transmission Services Corporation**

**and**

**Rattlesnake Power, LLC**

**January 3, 2017**

700

**FIRST AMENDMENT TO**
**INTERCONNECTION AGREEMENT**

This First Amendment ("Amendment") is made and entered into this 3rd day of JANUARY 2017 ~~2016~~, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Rattlesnake Power, LLC ("Generator"), collectively referred to hereinafter as the Parties.

**WHEREAS,** the Transmission Service Provider and the Generator entered into that certain Standard Generation Interconnection Agreement executed October 15, 2015 (the "Agreement");

**WHEREAS,** the Parties wish to describe their rights to install facilities on and access to each other's property in Exhibit "C" to fulfill the purposes of this Agreement;

**WHEREAS,** the Agreement states that Generator will build a Plant comprised of a wind generation facility containing one hundred (100) Vestas V110 wind turbine units rated at 2.00-MW each providing a total plant capacity of 200-MW;

**WHEREAS,** Generator has submitted to ERCOT a revised Resource Asset Registration Form ("RARF") indicating a change in the design and proposed capacity of the Plant to 160-MW from sixty-four (64) Goldwind turbines rated at 2.5-MW each and TSP, after having studied the impact of this change, along with Generator, wish to reflect these changes in the Agreement;

**WHEREAS,** the Parties wish to modify the point of interconnection structure location and ownership along with the ownership of the fiber patch panel and facility entry cable at the TSP Substation (as defined herein);

**WHEREAS**, the Agreement states that the TSP's Substation Site shall include an approximately 20.5-acre parcel of land that was previously owned by Generator as well as an additional 2.4-acre parcel of land adjacent to the Generator's property as previously shown in Exhibit "C3";

**WHEREAS,** Generator transferred the approximately 20.5-acre parcel of land to TSP by special warranty deed dated January 5, 2016;

**WHEREAS**, the Generator and TSP agree to amend the boundary of the Substation Site to exclude this additional 2.4-acre parcel of land;

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

**WHEREAS,** due to this delay in the Commercial Operation date, the TSP proposes to remove the proposed Temporary Tap Connection from the TIF and instead provide the completed TSP Substation by the In-Service date indicated in Exhibit "B" of this Amendment; and

**WHEREAS,** the TSP desires to move to the TSP Substation, certain EPS metering equipment that had previously been planned to be installed at the Generator's interconnecting substation as part of the TIF.

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

1. Exhibit "A" Section 6.3 of the Agreement is deleted in its entirety and replaced with the following:

"6.3 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and the Generator regarding any facilities located on the other Party's property shall be addressed in Exhibit "C" and a separate, duly executed and recorded easement agreement between the Parties. Prior to Commercial Operation, the Parties will mutually agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder."

2. Exhibits "B", "C", "C1", "C2a", "C2b", "C3" and "E" are deleted in their entirety and the Exhibits "B", "C", "C1", "C2", "C3", and "E" attached to this First Amendment are hereby added to the Agreement in lieu thereof.

3. Exhibits "B", "C", "C1", "C2", "C3", and "E" attached to this First Amendment will become effective upon execution of this First Amendment by the Parties.

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

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

Rattlesnake Power, LLC

By: Vikaas Rao Aourpally

Signature:

Title: President

Date: December 12, 2016

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature:

Title: VP, LCRA Transmission Design & Protection

Date: JANUARY 3, 2017

## 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 provide initial security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date(s): **October 15, 2015 - Completed prior to First Amendment**

Date by which Generator must provide additional security for design and procurement, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date(s): **November 15, 2015 - Completed prior to First Amendment**

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date(s): **February 1, 2016 - Completed prior to First Amendment**

In - Service Date(s): **June 30, 2017**

Scheduled Trial Operation Date: **July 1, 2017**

Scheduled Commercial Operation Date: **October 31, 2017**

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: RTS Wind Power Project (also referred to as the "Rattlesnake Project")

2. Point of Interconnection location: The Point of Interconnection will be at the northern end of the Generator's new radial 345-kV line located on the Generator's property at Latitude: 31.46192797 degrees / Longitude: -99.54818014 degrees. This Point of Interconnection will be energized from the new LCRA TSC Bow Wood Substation ("TSP Substation") which will cut in the TSP's 345-kV transmission line T424 located in McCulloch County, TX 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's 345-kV transmission 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 line connects to Generator's interconnecting dead-end structure on the Generator's new radial line.

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 nominal Plant rating will be approximately 160 MW of AC power (with a maximum rating of 160 MW) at the Point of Interconnection.

5. Type of Generating Unit: 64 Goldwind wind turbine units rated at 2.50 MW each.

6. Metering and Telemetry Equipment:

A). ERCOT polled settlement ("EPS") metering shall be located at the TSP Substation. 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. 345-kV metering accuracy voltage transformers shall also be installed by the TSP for the EPS metering. An EPS metering panel containing primary and backup EPS meters shall be furnished by the TSP in the TSP Substation.

B). An RTU (remote terminal unit) shall be furnished by the TSP at the TSP Substation as part of the TIF to provide applicable breaker status and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.

C). Multi-ported RTU(s) shall be furnished by the Generator at the Generator's interconnection substation(s) as part of the GIF and will have dedicated communication port(s) available to provide breaker status, energy and other telemetry data to TSP and

ERCOT as required by the ERCOT Nodal Operating Guides. The Generator is responsible for determining and providing all their RTU communications needs.

7. Generator Interconnection Facilities: The Generator will provide, at a minimum, the following major equipment for the Generator Interconnection Facilities:

A). One 345-kV radial circuit approximately 17 miles in length consisting of bundled 795-kcmil ACSR phase conductors with necessary material to dead-end and connect to Generator's interconnecting structure at the Point of Interconnection;

B). A full tension, dead-end, 345-kV line structure (interconnecting structure at the Point of Interconnection) located at Latitude: 31.46192797 degrees / Longitude: -99.54818014 degrees on the Generator's property adjoining the TSP Substation (Generator shall coordinate the height and strength of this structure, the arrangement of the phases, and the location of the structure with LCRA TSC)
**NOTE:** Generator shall provide the jumper post insulators for this structure in coordination with LCRA TSC's jumpers mentioned in item 8. D) below;

C). Fiber optic cable (Corning SMF-28e or equivalent 48 fiber, single-mode, fiber optic OPGW) from Generator's interconnection substation control building to the Generator's OPGW cable splice box on the Generator's interconnecting structure at the Point of Interconnection;

D). Generator's interconnection substation(s) including control building(s), 345-kV step-up transformer(s), transformer protection package(s), 345-kV circuit breaker(s), 345-kV line disconnect switch(es), and protective relaying panels for the Generator's portion of the 345-kV line that will coordinate with the line protection panel(s) at the TSP's Substation.;

E). Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data from the Generator's interconnection substation(s) to the Plant, Generator, TSP and ERCOT;

F). Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of Generator Interconnection Facilities.

8. Transmission Interconnection Facilities:

For the TSP Substation cut-in the TIF shall include the following:

A). Modifications to the TSP's existing 345-kV transmission lines T424 and T551;

B). Four (4) dead-end transmission structures for the line cut-in of T424 and the future cut-in of T551;

C). Three (3) substation A-frame structures within TSP Substation site with accommodations for mounting TSP's OPGW rack and fiber optic splice can;

D). 345-kV span of conductors, shield wire, and OPGW from the Generator's interconnecting dead-end structure to the TSP Substation A-frame structure along with the jumpers between the TSP conductors and the Generator's line conductors at the Generator's interconnecting dead-end structure;

E). One (1) 345-kV TSP Substation;

F). 345-kV bus including bus supports and foundations;

G). Nine (9) 209-kV MCOV surge arresters;

H). Six (6) 345-kV Coupling Capacitor Voltage Transformers;

I). Three (3) 345-kV Metering Accuracy Voltage Transformers;

J). Three (3) 345-kV Extended Range Current Transformers

K). One (1) 345-kV Power Voltage Transformer;

L). Three (3) 345-kV, 4000A, 63kAIC circuit breakers with foundations and protective relay panels;

M). Twelve (12) 345-kV, 4000A three-pole switches with tubular stands and foundations;

N). One (1) EPS metering panel;

O). Two (2) EPS meters (one primary meter and one backup meter);

P). An RTU and panels to provide breaker status, telemetry and energy data to the TSP and ERCOT; and

Q). One (1) communications tower with associated microwave antenna(s) along with Fiber Facility Entry Cable and Fiber Patch Panel.

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

9. Communications Facilities: The Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may

**Project No..35077**

# Amendment No. 1

# INTERCONNECTION AGREEMENT

**Between**

**LCRA Transmission Services Corporation**

**and**

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**January 3, 2017**

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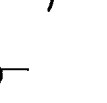
Rattlesnake Power, LLC

By: Vikaas Rao Aourpally

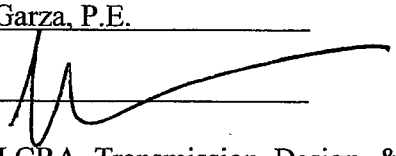
Signature: 

Title: President

Date: December 12, 2016

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: 

Title: VP, LCRA Transmission Design & Protection

Date: JANUARY 3, 2017

## 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.

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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 nominal Plant rating will be approximately 160 MW of AC power (with a maximum rating of 160 MW) at the Point of Interconnection.

5. Type of Generating Unit: 64 Goldwind wind turbine units rated at 2.50 MW each.

6. Metering and Telemetry Equipment:

A). ERCOT polled settlement ("EPS") metering shall be located at the TSP Substation. 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. 345-kV metering accuracy voltage transformers shall also be installed by the TSP for the EPS metering. An EPS metering panel containing primary and backup EPS meters shall be furnished by the TSP in the TSP Substation.

B). An RTU (remote terminal unit) shall be furnished by the TSP at the TSP Substation as part of the TIF to provide applicable breaker status and other telemetry data to ERCOT as required by the ERCOT Nodal Operating Guides.

C). Multi-ported RTU(s) shall be furnished by the Generator at the Generator's interconnection substation(s) as part of the GIF and will have dedicated communication port(s) available to provide breaker status, energy and other telemetry data to TSP and

ERCOT as required by the ERCOT Nodal Operating Guides. The Generator is responsible for determining and providing all their RTU communications needs.

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B). A full tension, dead-end, 345-kV line structure (interconnecting structure at the Point of Interconnection) located at Latitude: 31.46192797 degrees / Longitude: -99.54818014 degrees on the Generator's property adjoining the TSP Substation (Generator shall coordinate the height and strength of this structure, the arrangement of the phases, and the location of the structure with LCRA TSC)
**NOTE:** Generator shall provide the jumper post insulators for this structure in coordination with LCRA TSC's jumpers mentioned in item 8. D) below;

C). Fiber optic cable (Corning SMF-28e or equivalent 48 fiber, single-mode, fiber optic OPGW) from Generator's interconnection substation control building to the Generator's OPGW cable splice box on the Generator's interconnecting structure at the Point of Interconnection;

D). Generator's interconnection substation(s) including control building(s), 345-kV step-up transformer(s), transformer protection package(s), 345-kV circuit breaker(s), 345-kV line disconnect switch(es), and protective relaying panels for the Generator's portion of the 345-kV line that will coordinate with the line protection panel(s) at the TSP's Substation.;

E). Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data from the Generator's interconnection substation(s) to the Plant, Generator, TSP and ERCOT;

F). Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of Generator Interconnection Facilities.

8. Transmission Interconnection Facilities:

For the TSP Substation cut-in the TIF shall include the following:

A). Modifications to the TSP's existing 345-kV transmission lines T424 and T551;

B). Four (4) dead-end transmission structures for the line cut-in of T424 and the future cut-in of T551;

C). Three (3) substation A-frame structures within TSP Substation site with accommodations for mounting TSP's OPGW rack and fiber optic splice can;

D). 345-kV span of conductors, shield wire, and OPGW from the Generator's interconnecting dead-end structure to the TSP Substation A-frame structure along with the jumpers between the TSP conductors and the Generator's line conductors at the Generator's interconnecting dead-end structure;

E). One (1) 345-kV TSP Substation;

F). 345-kV bus including bus supports and foundations;

G). Nine (9) 209-kV MCOV surge arresters;

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J). Three (3) 345-kV Extended Range Current Transformers

K). One (1) 345-kV Power Voltage Transformer;

L). Three (3) 345-kV, 4000A, 63kAIC circuit breakers with foundations and protective relay panels;

M). Twelve (12) 345-kV, 4000A three-pole switches with tubular stands and foundations;

N). One (1) EPS metering panel;

O). Two (2) EPS meters (one primary meter and one backup meter);

P). An RTU and panels to provide breaker status, telemetry and energy data to the TSP and ERCOT; and

Q). One (1) communications tower with associated microwave antenna(s) along with Fiber Facility Entry Cable and Fiber Patch Panel.

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

9. Communications Facilities: The 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 Generator Interconnection Facilities 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 Generator's interconnecting structure at the Point of Interconnection. Generator will complete its OPGW termination and dress out in a manner acceptable to TSP inside the Generator provided fiber splice box on Generator's interconnecting structure. Generator shall accommodate a water-tight entry for the TSP OPGW into the Generator provided fiber splice box. TSP will provide the splicing of fibers within the splice box at the Point of Interconnection. The Generator shall provide the dedicated channels or fiber pairs for TSP's 345-kV line protective relaying and special protection system communications. Voice communications provided by the Generator shall at a minimum include one POTS (plain old telephone service) or equivalent voice circuit in the Generator's substation control buildings.

10. System Protection Equipment:

A). TSP understands that AEP Texas North Company and Generator have, or intend to, enter into a System Upgrade Agreement ("SUA") in order to guaranty the required protective relaying changes necessary at Red Creek Substation. TSP shall amend the existing interconnection agreement between TSP and Oncor to guaranty the required protective relaying changes necessary at Brown Substation. The Generator shall coordinate any necessary pilot relaying directly with TSP and TSP will coordinate with both AEP and Oncor.

B). Generator shall provide a line protection panel for Generator's 345-kV line at the Generator's interconnection substation, which will coordinate with the line protection panel(s) at the TSP's Substation.

C). Generator shall be responsible for the proper synchronization of its facilities with the LCRA TSC transmission system, in accordance with ERCOT guidelines.

D). The Plant and the Generator Interconnection Facilities 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 Generator Interconnection Facilities. In addition to faults within the Plant and the Generator Interconnection Facilities, 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.

E). The Plant and the Generator Interconnection Facilities shall have protective relaying that is consistent with the protective relaying criteria described in the ERCOT

Requirements and NERC standards. If reasonably requested by the TSP, Generator shall, at its expense, provide corrections 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). 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 enough of the dc logic in the relay control scheme to analyze a system disturbance. The TSP shall provide for disturbance and fault monitoring equipment in its TSP Substation. 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 standard.

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 system.

I). In accordance with Good Utility Practice and ERCOT and NERC 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, and such comments shall not be unreasonably refused by the TSP when determining such requirements. The TSP shall coordinate the relay system protection between Generator and the ERCOT system.

J). The Generator shall provide in PSSE or Aspen One-Liner format the short circuit model for the Generator Interconnection Facilities, 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 Generator Interconnection Facilities 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 generators to be served by each collector bus, (4) size, make and model of each generator, (5) capacitor bank sizes, locations (electrical) and control settings, and (6) the impedance and rating data of each transmission voltage line, GSU and/or autotransformer that will be installed to get power from the Plant and onto the transmission grid.

11. Inputs to Telemetry Equipment: GIF disconnect devices status, 345-kV line protection/relay status, and 345-kV line MegaWatts, MegaVars, KiloVolts and Amperes.

12. 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 Generator Interconnection Facilities, whether for testing or for operation 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 operations 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 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 switches and breakers which will be owned by Generator; and iii) unique names for Generator's generating units, in accordance with ERCOT Requirements. Generator will submit to TSP, within thirty (30) days after execution of this Agreement, its proposed name(s), as referenced in this paragraph. Generator will register the name(s) of the facilities specified in this paragraph and Generator-owned device numbers at ERCOT, in accordance with ERCOT Requirements, and such names and device numbers will be consistent with the names and numbers 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.

(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). No Retail Sale of Electricity to Generator by TSP: TSP considers the energy and power that the Plant and Generator Interconnection Facilities may from time to time consume from the 345-kV ERCOT grid through the 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 Generator Interconnection Facilities may consume from the 345-kV ERCOT grid through the Point of Interconnection.

C). Notification:

(a) Upon written request from TSP, Generator shall notify the TSP in writing as to which ERCOT Qualified Scheduling Entity the Plant will be scheduling through.

(b) Upon written request from TSP, Generator shall supply notification to the TSP identifying their retail service provider 120 days prior to the In-Service Date and Generator shall supply notification to the TSP 60 days prior to any changes in retail service provider, thereafter.

(c) In the event of any interruption of service, TSP shall provide prompt notice to Generator of cause of such interruption and an estimation of when the Plant may be re-connected to the TSP.

D). Substation Land, Easements, Access Road, and Site Access Provisions:

(a) Generator conveyed to TSP the property for the proposed TSP Substation ("Substation Site") on January 5, 2016 pursuant to Special Warranty Deed recorded in Volume 439 Page 193 McCulloch County Deed Records, as generally depicted in Exhibit "C3". The Substation Site is generally described as an area of approximately 20.5 acres adjacent to structure 228 of LCRA TSC's T424/T551 345-kV double circuit transmission line.

(b) In addition, TSP shall acquire easements providing good and adequate rights of vehicular ingress and egress to and from a public road and for access rights for necessary overhead and underground utility services and communication services to the Substation Site generally depicted in Exhibit "C3".

(c) Generator shall also, at no cost to TSP, acquire and convey to TSP, a separate stand-alone transmission easement, in a form approved by TSP, including access rights for the portion of the TIF previously described in item 8. D) above and as generally depicted as the "Transmission Easement Area" in Exhibit "C3".

(d) Generator shall, at no cost to TSP, release any encumbrance that Generator may have on the acquired Substation Site, access road and utility services easement(s) between the Substation Site and the public roadway and Transmission Easement Area.

(e) TSP shall have the right to install, remove, replace, maintain, operate, inspect, and test its equipment on the property of the Generator within the Transmission Easement area and the right of access, ingress and egress to and from the property of the Generator at all times for the purpose of installing, removing, replacing, maintaining, operating, inspecting, and testing its equipment as provided for in this Agreement or as may be necessary to comply with the purposes and objectives of this Agreement and provided that proper notice shall be given to the other Party in the interest of safety to employees and continuity of service.

(f) Any and all equipment, apparatus, devices, or facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be and remain the property of the Party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode and manner of annexation or attachment to real property.

13. 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 guidelines.

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 Switchyard 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.

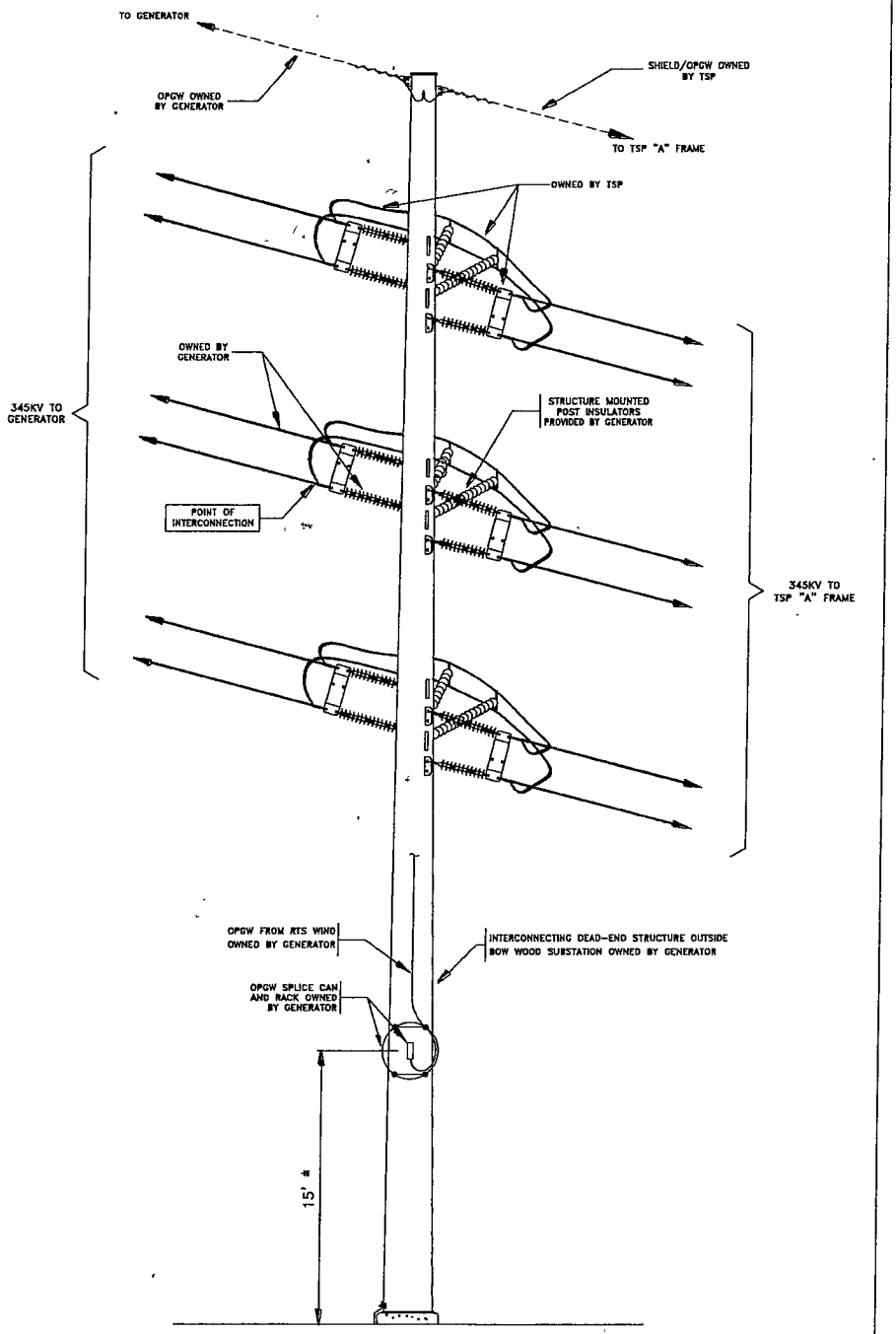
D). ERCOT Operating Arrangements. A special ERCOT-approved operating arrangement such as a Remedial Action Plan or Special Protection System may be required either prior to, or after, Commercial Operation. The terms "Remedial Action Plan" and "Special Protection System" shall have the meanings as set 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 Special Protection System 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 Section 5.4.5.1 of the current ERCOT Planning Guide, the TSP shall complete the SSR study 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 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 September 30, 2016. 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 "C1"
# Point of Interconnection Details




POINT OF INTERCONNECTION DETAIL

LCRA ENERGY · WATER · COMMUNITY SERVICES

LOCATION

BOW WOOD SUBSTATION

# Exhibit "C2"
# One Line Diagram – TSP Interconnection Facilities, Generation Interconnection Facilities and The Plant

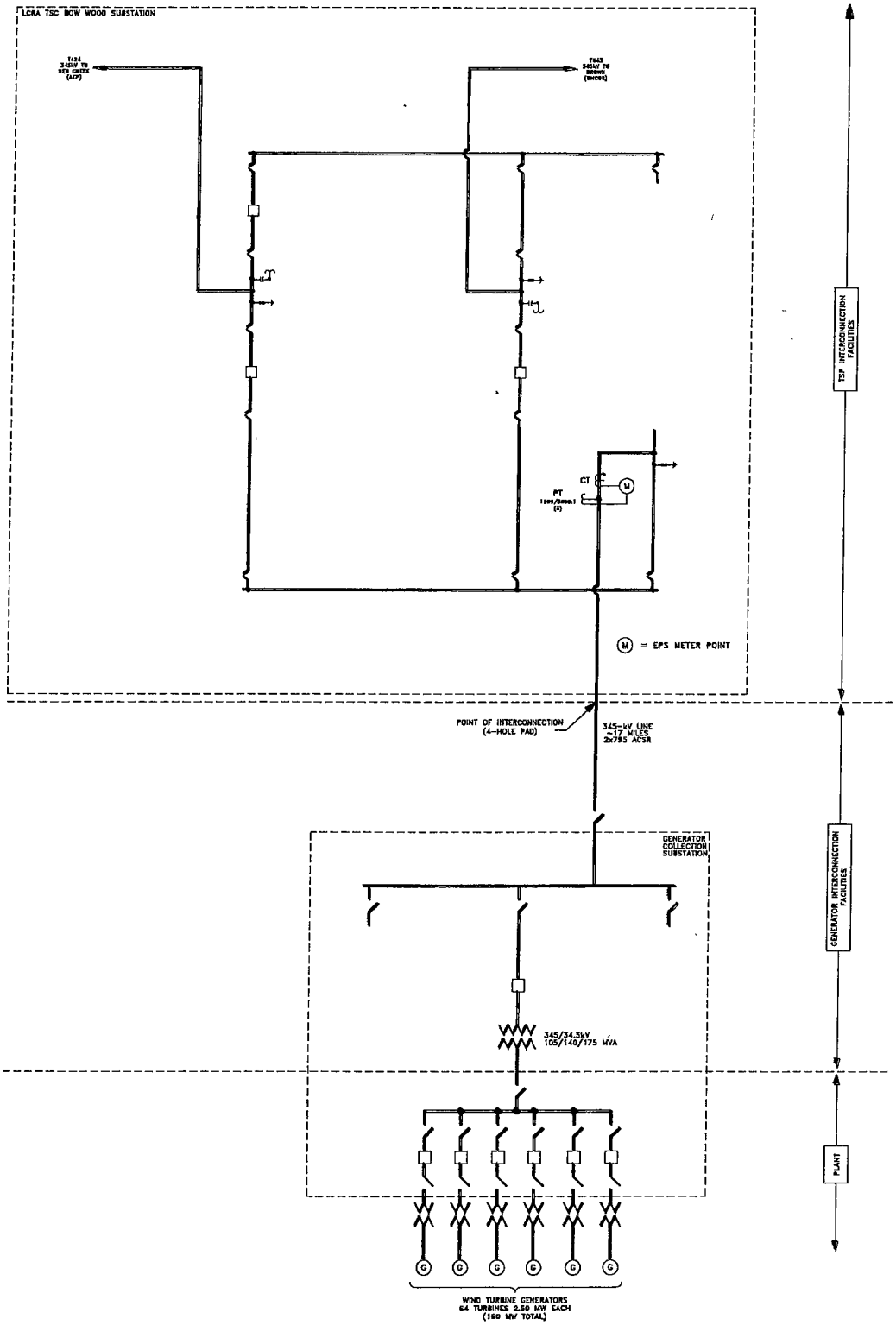
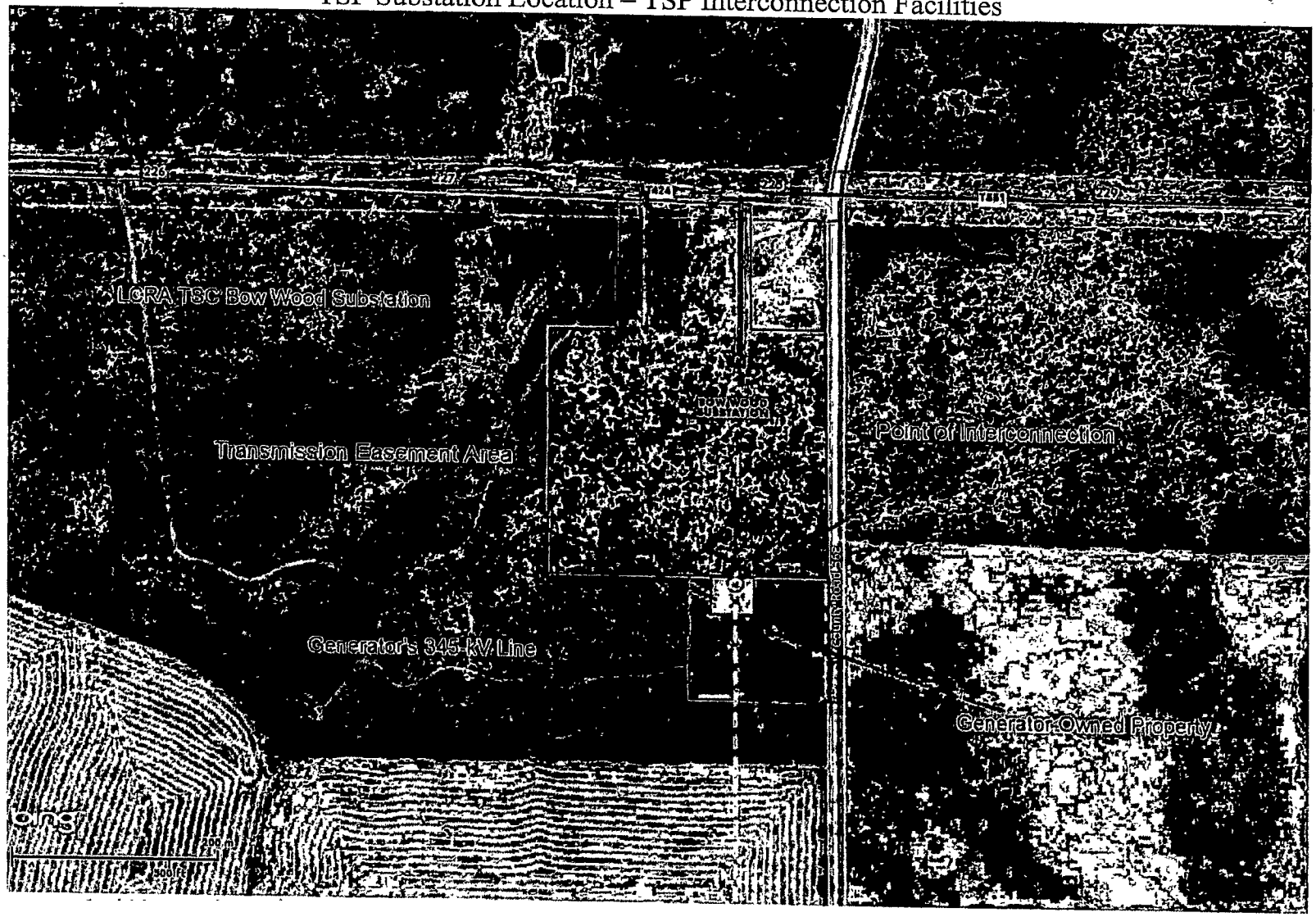


**Exhibit "C3"**

TSP Substation Location – TSP Interconnection Facilities



## Exhibit "E"
## Security Arrangement Details

In accordance with the dates in Exhibit "B" Generator shall cause to be established pursuant to Section 8.3 of Exhibit "A", and shall at all times through the earlier of (i) five (5) Business Days after the date upon which 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 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.

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 provided to TSP a Contribution in Aid of Construction in the amount of **$91,012.58** that has been passed through to Oncor for their initial work on temporary facilities to accommodate the previously contemplated temporary tap phase of the TIF.

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

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.

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 Security amount of **$3,000,000** for Design, and Material Procurement for the TIF | October 15, 2015 | February 1, 2019 |
| Additional Security amount of **$4,335,000** for Design, and Material Procurement for the TIF | November 15, 2015 | February 1, 2019 |
| Additional Security amount of **$5,498,000** for Construction of the TIF to bring total Security to **$12,833,000** | February 1, 2016 | February 1, 2019 |

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

"Letter of Credit" shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and 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 or "A3" by Moody's Investor Service ("Bank"). A Bank approved by TSP for the initial Letter of Credit shall be deemed approved for a subsequent Letter of Credit absent any adverse change in credit rating between the initial Effective Date and the Effective Date for such subsequent Letter of Credit. An adverse change in credit rating shall be deemed to have occurred if the issuer of the then current Letter of Credit has a credit rating of less than "A-" by Standard & Poor's or "A3" by Moody's Investor Service. If the issuer of the current Letter of Credit suffers such adverse change in credit rating, it shall no longer be a TSP-approved Bank for purposes of issuing commercially acceptable security for this Agreement until its rating has been increased to at least "A-" by Standard & Poor's or "A3" by Moody's Investor Service.

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