



Control Number: 35077



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**Sharyland Utilities, L.P.**  
600 Congress Ave., Suite 2000  
Austin, Texas 78701  
(512) 721-2661  
Fax: (512) 322-9233

February 2, 2018

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

Re: Project No. 35077 - Sharyland Utilities, L.P. Generation Interconnection Agreement with Tahoka Wind, LLC

Dear Ms. Clark:

Please find attached Amendment No. 1 to the Generation Interconnection Agreement ("Agreement") between Sharyland Utilities, L.P. ("Sharyland") and Tahoka Wind, LLC ("Generator"), for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e).

**Exhibit "A"**

- Article 1 "Definitions," Article 2 "Termination" and Article 10 "Miscellaneous" of Exhibit A have been amended to reflect Generator's design changes to the Plant and the addition of a Co-Tenant Generator, Sage Draw Wind, LLC.

**Exhibit "B"**

- Exhibit "B" has been replaced in its entirety.

**Exhibit "C"**

- Exhibit "C" has been replaced in its entirety.

Sincerely,

*Kelly Frazier*

*By Permission SKM*

Kelly Frazier

*Associate General Counsel for Sharyland Utilities,  
L.P.*

Enclosure

**AMENDMENT NO. 1**  
**ERCOT STANDARD GENERATION**  
**INTERCONNECTION AGREEMENT**

Between  
Tahoka Wind, LLC  
and  
Sharyland Utilities, L.P.  
for

*Tahoka Wind Project - 18INR0025*

January 3, 2018

**AMENDMENT NO. 1**  
**ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

**between**

**Tahoka Wind, LLC and Sharyland Utilities, L.P.**

This Amendment No. 1 to ERCOT Standard Generation Interconnection Agreement (the "Amendment") is made and entered into this 3<sup>rd</sup> day of January, 2018, between **Sharyland Utilities, L.P.** ("Transmission Service Provider" or "TSP") and **Tahoka Wind, LLC** ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties."

**WITNESSETH**

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement dated July 19, 2017 (the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow for the amendment of the Interconnection Agreement as mutually agreed by the Parties;

WHEREAS, the Interconnection Agreement contemplates an interconnection between the "Plant" of the Tahoka Wind Project and TSP's interconnection facilities ("TIF"), as defined in the Interconnection Agreement, as well as separate upgrades to Wind Energy Transmission Texas's ("WETT") Long Draw Substation ("Long Draw Upgrades") as defined in Exhibit "C" to the Interconnection Agreement;

WHEREAS, Generator has requested to reduce the Plant to 120 General Electric 2.5 megawatt ("MW") Wind Turbine Generators ("WTGs"), reducing the Plant's total design generation capacity from 505 MW to 300 MW;

WHEREAS, Sage Draw Wind, LLC ("Phase II Generator") is developing a 300 MW wind generation project that will be composed of 120 General Electric 2.5 MW WTGs (the "Phase II Plant");

WHEREAS, simultaneously with the execution and delivery of this Amendment, TSP and Phase II Generator will execute a new ERCOT Standard Generation Interconnection Agreement related solely to the Phase II Plant;

WHEREAS, Generator and Phase II Generator intend to own, operate, and maintain as co-tenants facilities to interconnect the Plant and the Phase II Plant with TSP's electric transmission facilities through the TIF and the Long Draw Upgrades; and

WHEREAS, the Parties have agreed to amend certain provisions of the Interconnection Agreement and certain Exhibits thereto as more fully set forth herein in furtherance of the foregoing matters;

In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

I. CAPITALIZED TERMS

Capitalized terms that are used, but not defined, in this Amendment, shall have the meanings specified in the Interconnection Agreement.

II. AMENDMENT TO THE AGREEMENT.

A. The terms of this Amendment shall become effective on the effective date of the Phase II Agreement, subject to Governmental Authority approval, if required.

B. Exhibit A, "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" is hereby amended by adding the following terms to the Section 1, "Definitions."

**"Co-Tenant Facilities"** shall mean the GIF interconnection facilities owned jointly by Co-Tenant Generators as described in Exhibit "C" and Exhibit "C-1."

**"Co-Tenant Generators"** shall mean Generator and Phase II Generator, collectively.

**"Phase II Agreement"** shall mean that certain ERCOT Standard Generation Interconnection Agreement between Phase II Generator and TSP effective January 3, 2018.

**"Phase II Agreement Default"** is defined in Section 10.6.C.

**"Phase II Generator"** shall mean Sage Draw Wind, LLC.

**"Phase II Plant"** shall mean the electric generation facility owned and operated by the Phase II Generator.

C. Exhibit A, "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" is hereby amended by restating Section 2.2 in its entirety as follows:

**2.2 Termination Costs**

If a Party elects to terminate the Agreement pursuant to Section 2.1 above, the Generator shall pay all costs incurred (or committed to be incurred) by or at the request of TSP, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Generator under this Agreement. Co-Tenant Generators will be jointly and severally liable for such termination costs. In the event of termination by either Party,

both Parties shall use commercially reasonable efforts to mitigate the damages and charges that they may incur as a consequence of termination. The provisions of the Sections 2.2 and 2.3 shall survive termination of the Agreement.

D. Exhibit A, "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" is hereby amended by adding a new Section 2.3 as follows:

### **2.3 Disconnection**

A. Upon termination of this Agreement, Generator will open its connection with the Co-Tenant Facilities and leave open and physically locked such connection. TSP shall maintain the right to verify disconnection of Generator as deemed necessary. If Generator fails, within five (5) calendar days after TSP's provision of written notice to Generator (with a copy of such notice simultaneously delivered to the Phase II Generator), to open its connection with the Co-Tenant Facilities or maintain such open connection, TSP shall have the right to disconnect the TIF from the GIF.

B. If the TSP provides notice to the Phase II Generator to open the Phase II Generator's connection with the Co-Tenant Facilities pursuant to Section 2.3.A of the Phase II Agreement, TSP will deliver a copy of such notice simultaneously to the Generator. In the event the Phase II Plant is terminated, the Generator will not be required to open its connection with the Co-Tenant Facilities.

C. As a result of Generator's co-ownership of portions of the GIF with Phase II Generator, it is expressly recognized and agreed to by Generator that if the Phase II Agreement is terminated and the Phase II Generator fails, within five (5) calendar days after TSP's provision of written notice to both Co-Tenant Generators, to open its connection with Co-Tenant Facilities or maintain such open connection, TSP shall have the right to disconnect the TIF from the GIF, regardless of the status of this Agreement. Further, TSP shall have the right to maintain its disconnection of the TIF from the GIF until the Phase II Generator opens and locks out its connection with Co-Tenant Facilities and maintains such open and locked connection; provided, however, that TSP will not disconnect the TIF from the GIF if Generator is using reasonable efforts to cure the Phase II Generator's failure to open its connection to the Co-Tenant Facilities and Generator provides written documentation to TSP regarding such cure.

D. If both the Phase II Agreement and this Agreement are terminated, the Parties will disconnect the GIF from the TIF.

E. Notwithstanding anything to the contrary herein, if ERCOT or another Governmental Authority mandates the disconnection of the GIF, irrespective of notice and amount of time provided for notice, TSP shall have the right to disconnect the Generator as directed. TSP will make reasonable efforts to notify Co-Tenant Generators of the disconnection, if time permits.

F. Notwithstanding anything to the contrary herein, if, in TSP's reasonable opinion, there is a safety issue, reliability issue, or a failure of good utility practice that

requires the disconnection of the GIF, irrespective of notice and amount of time provided for notice, TSP shall have the right to disconnect the Generator. TSP will make reasonable efforts to notify Co-Tenant Generators of the disconnection, if time permits.

E. Exhibit A, "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" is hereby amended by adding a new Section 10.6.C as follows:

C. In the event of a "Default" (as defined in the Phase II Agreement; such Default, a "Phase II Agreement Default") by Phase II Generator under the Phase II Agreement, TSP shall give written notice of such Phase II Agreement Default to the Generator simultaneously with the notice of Phase II Agreement Default given to the Phase II Generator. The Generator has the right, but not the obligation, to step in and cure any Phase II Agreement Default of Phase II Generator under the Phase II Agreement upon the failure of Phase II Generator to meet its obligations under the Phase II Agreement to complete, maintain and operate the Phase II Plant, provide and maintain security, or perform any other obligation of the Phase II Generator under the Phase II Agreement.

F. Exhibit A, "Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement" is hereby amended by replacing Section 10.17 as follows:

**10.17 Assignment.** This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that each Party shall have the right to assign this Agreement, without the consent of the other, for collateral security purposes to aid in providing financing for the Plant or the TIF, respectively, provided that each such assigning Party will require any secured party, trustee or mortgagee to notify the other Party of any such assignment; and provided further that the TSP shall have the right to assign this Agreement and/or its rights to any associated security provided by Generator or on behalf of Generator, in whole or in part, without the consent of Generator, to any affiliate created to develop and finance the TIF and other similar facilities. Any financing arrangement entered into by a Party pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any assignment of this Agreement by Generator not for collateral security purposes to aid in providing financing for the Plant, shall provide that the rights, responsibilities, and obligations of Generator under and pursuant to the (1) Co-Tenancy and Shared Facilities Agreement described in Section 13(A)(i) of Exhibit C and (2) any easements between TSP (or an affiliate of TSP) and Generator related to the Co-Tenant Facilities are contemporaneously assigned to and assumed by the party to whom this Agreement is assigned. Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld,

conditioned or delayed.

G. Exhibit B, "Time Schedule" is deleted and replaced in its entirety with Exhibit B attached to this Amendment.

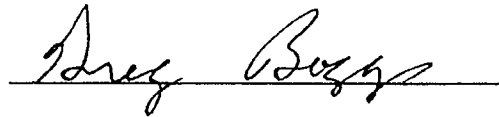
H. Exhibit C, "Interconnection Details" is deleted and replaced in its entirety with Exhibit C attached to this Amendment.

### III. RATIFICATION OF OTHER TERMS.

All other terms and conditions of the Interconnection Agreement which are not specifically amended by this Amendment shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**SHARYLAND UTILITIES, L.P.**



VER By: Greg Boggs

Title: Senior Vice President

Date: 12-21-2017

**TAHOKA WIND, LLC**

by Tahoka Wind Project Holdings, LLC, its  
sole Member

by Tahoka Wind Class B Member, LLC, its  
Manager

by Tahoka Wind Class B Holdco, LLC, its  
sole Member

by Lincoln Clean Energy, LLC, its sole  
Member

By: Declan Flanagan

Title: CEO

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**SHARYLAND UTILITIES, L.P.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TAHOKA WIND, LLC**

by Tahoka Wind Project Holdings, LLC, its  
sole Member

by Tahoka Wind Class B Member, LLC, its  
Managing Member

by Tahoka Wind Class B Holdco, LLC, its  
sole Member

by Lincoln Clean Energy, LLC, its sole  
Member



By: Declan Flanagan

Title: CEO

Date: \_\_\_\_\_

**Exhibit "B"**  
**Time Schedule**

Notwithstanding anything to the contrary in the Interconnection Agreement, as may be amended from time to time, the Parties agree as follows:

1. Interconnection Option. The interconnection option chosen by Generator is Section 4.1.A of the Interconnection Agreement. None of the provisions of Section 4.1.B of the Interconnection Agreement shall have any force or effect and the Parties' respective rights and obligations shall be governed solely by Section 4.1.A thereof.

2. Credit Support.

(a) On the Effective Date, Generator will provide security in the amount specified herein in the form of a letter of credit as set forth in Exhibit E. Such letter of credit (together with any replacement letter, the "Letter of Credit") will be issued or confirmed by an Acceptable Bank. "Acceptable Bank" means a commercial bank that (x) has a long-term credit rating of at least A2 by Moody's Investors Service, Inc., or any successor to its ratings business ("Moody's"), and A by Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., or any successor to its ratings business ("S&P"), (y) has a combined capital and surplus of at least \$1,000,000,000, and (z) is able to honor demands for payment at its offices in New York, NY or such other location as may be acceptable to TSP in its sole discretion.

(i) The Letter of Credit, initially issued in the amount of USD \$3,000,000, shall be increased in the amounts and according to the schedule set forth below under "TIF Milestones".

(ii) The full amount of the Letter of Credit shall be drawable (1) upon any failure to renew (so long as the issuing bank continues to qualify as an Acceptable Bank) such Letter of Credit or replace such Letter of Credit with another letter of credit in the amount required hereby and issued by an Acceptable Bank at least twenty (20) days prior to its renewal or expiration date, as the case may be, or (2) if the issuing bank no longer constitutes an Acceptable Bank and Generator has failed to replace such Letter of Credit with a letter of credit in the amount required hereby and issued by an Acceptable Bank within twenty (20) days after Generator becomes aware of such issuer ceasing to be an Acceptable Bank. Any funds drawn pursuant to the preceding sentence shall be held by TSP as security and applied in accordance with this Exhibit B and the Interconnection Agreement.

(iii) Until Generator has delivered the Letter of Credit as contemplated herein to TSP, TSP shall have no obligation to perform any work related to the development and construction of the facilities contemplated under the Interconnection Agreement, other than as may be required by applicable law.

(b) If, at any time, there is no Letter of Credit satisfying the requirements of Section 2(a) above, such failure shall constitute a Default under the Interconnection Agreement, and, without limitation, TSP shall be relieved of its obligations hereunder and may exercise any and all remedies available hereunder and under applicable law.

(c) The amounts identified in Sections 3(a), 3(b) and 3(c) include amounts necessary for the costs of planning, licensing, procuring equipment and materials, and construction of the Long Draw Upgrades by WETT. For the purposes of this Agreement, "WETT" shall mean Wind Energy Transmission Texas, LLC.

3. TIF Milestones. To meet the design specifications set forth in Exhibit C upon the Generator's requested in-service date, on the following dates, Generator must deliver the respective notice and increase the Letter of Credit by the amount specified; for the avoidance of doubt, each amount set forth in subsections (a) through (c) is an additional amount of security that must be provided. Such increase in the Letter of Credit shall constitute the "security" referenced below in this Section 3. Generator acknowledges such amounts are good faith estimates based upon TSP's prior experience and general industry knowledge, and Generator further acknowledges such amounts may need to increase as TSP performs the services below or as a result of any work to be performed by WETT in the Long Draw Substation. Upon notice from TSP that the security provided will not be sufficient for the completion of any of the TIF milestones set forth in this Section 3, TSP will cease all work related to such milestone until Generator has provided additional security that, in TSP's reasonable opinion, is sufficient to allow for the completion of such milestone.

(a) TSP acknowledges that Generator has provided a notice to proceed and security for the Engineering and Design equivalent to \$3,000,000, so that TSP may maintain schedule to meet the In-Service Date.

(b) TSP acknowledges that Generator has provided a notice to proceed and security for Material and Equipment Procurement, equivalent to \$8,900,575, so that TSP may maintain schedule to meet the In-Service Date.

(c) TSP acknowledges that Generator has provided a notice to proceed and security for the TIF, equivalent to \$4,460,025, so that TSP may maintain schedule to meet the In-Service Date.

4. In-Service Date(s).

(a) In-Service Date(s): September 1, 2018.

(b) Scheduled Trial Operation Date: September 8, 2018.

(c) Scheduled Commercial Operation Date: October 1, 2018.

5. NTP Delivery Date to WETT. For the Long Draw Upgrades, TSP has provided to WETT: (a) a notice to proceed or limited notices to proceed ("LNTP") for engineering and design; (b) a notice to proceed or LNTPs for material and equipment procurement; and (c) a notice to proceed for full Engineering and Design, Material and Equipment Procurement, and full release of construction.

6. Covered Costs.

(a) Generator agrees to reimburse TSP for all Covered Costs (defined below) upon any of the following events: (i) Generator does not provide TSP with either the notice to proceed or the additional security requirements; (ii) the Interconnection Agreement is otherwise terminated; (iii) failure of the Generator to open and physically lock out its connection with Co-Tenant Facilities and leave open and physically locked such connection pursuant to Section 2.3(A) of Exhibit A to the Interconnection Agreement; or (iv) if the Phase II Generator achieves Commercial Operation prior to the Generator, a failure of the Phase II Generator to open and physically lock out its connection with Co-Tenant Facilities and leave open and physically locked such connection pursuant to Section 2.3(A) of Exhibit A to the Phase II Agreement. "Covered Costs" include all costs and expenses incurred, or committed to be incurred by or on behalf of TSP in connection with its efforts to complete the TIF by the In-Service Date (defined below), including (but not limited to) costs associated with work performed in WETT's Long Draw Substation and other costs related to planning, engineering, designing, acquiring rights-of-way, licensing, procuring equipment and materials (including any cancellation or termination fees), legal fees, financing fees, and other ancillary fees, whether such costs and expenses are internal costs of allocated personnel and resources, or external costs (contractors, third-party consultants, outside counsel, etc.), or both.

(b) TSP has the right to demand payment under the Letter of Credit, or other security provided hereunder, for any amount payable under the Interconnection Agreement (including this Exhibit B), including the reimbursement of Covered Costs pursuant to Section 5(a) above. TSP shall have no obligation to seek payment from Generator for the Covered Costs prior to demanding payment under the Letter of Credit, or any other security provided to TSP by or on behalf of Generator.

(c) For the avoidance of doubt, (i) Section 10.5 (Force Majeure) of the Interconnection Agreement shall not apply to Generator's payment obligations with respect to the Covered Costs, or other payment obligations under the Interconnection Agreement; and (ii) Section 10.16 (Consequential Damages) of the Interconnection Agreement, shall not apply to TSP's right to collect, or Generator's obligation to reimburse Covered Costs.

**Exhibit "C"**  
**Interconnection Details**

1. Name: Tahoka Wind Project

The Plant consists of an electric generating facility with a design generation capacity of 300 MW based on the number, size, and type of generating units specified in Sections 4 and 5 to this Exhibit C.

2. Point of Interconnection Location: The point of interconnection ("POI") will be located in Lynn County, Texas, in TSP's new Farmland Station. The Farmland Station will be located within one mile of the northern most deadend of TSP's 345-kV Borden transmission line (the "Borden Line"); approximately 23 miles north of WETT's Long Draw Substation. More specifically the POI shall be the point at which the Generator's phase conductors (Gen-Tie Line), associated insulators, and static wires contact the TSP's corresponding dead-end, interconnecting bay in the Farmland Station. The Co-Tenant Generators will utilize the same Gen-Tie Line for interconnection into the Farmland Station.

In addition, TSP will extend a single circuit 345kV line approximately 850' to the WETT Long Draw Substation and perform any necessary upgrades to the Borden Line.

To accommodate two 345kV gas circuit breakers for the incoming line, WETT will perform certain work within its Long Draw Substation, including but not limited to the addition of a Bay and associated substation expansion, collectively the "Long Draw Upgrades." WETT will be required to complete the Long Draw Upgrades pursuant to Sharyland's interconnection agreement with WETT and the rules, regulations, tariffs and protocols of ERCOT and the PUCT. The Long Draw Upgrades will be owned and operated by WETT and governed by Sharyland's interconnection agreement with WETT.

3. Delivery Voltage: 345kV

4. Number and Size of Generating Units: 120 units @ 2.5 MW/unit.

5. Type of Generating Unit: Unit 1: GE 2.5 wind turbine

6. Metering and Telemetry Equipment:

(a) TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, & operate, inspect, test, calibrate, and maintain 345kV metering accuracy potential and current transformers and associated metering and telemetry equipment (including remote terminal units "RTU") located in the TIF

(b) Generator's interconnection with TSP facilities shall not interfere with TSP's metering and telemetry operations.

(c) Metering to include 345kV rated meters, with dual secondary windings for relaying and revenue metering.

(d) Facilities shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail.

(e) All other metering & telemetry requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

7. Generator Interconnection Facilities:

GIF include the Generator-owned Substation, the Generator-owned switchyard (connecting the Generator-owned Substation to Co-Tenant Facilities), and all associated facilities (except for those facilities identified as being owned by TSP in Section 6 above and Section 9 below), as well as the Co-Tenant Facilities.

The Gen-Tie Line shall be the 345-kV transmission line from the Co-Tenant Switchyard to the POI.

The above list is not intended to be a complete list of all facilities that are part of the GIF. All other Generator Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with TSP.

8. Co-Tenant Facilities: shall mean the GIF interconnection facilities owned jointly by Co-Tenant Generators, depicted on Exhibit C-1 (incorporated by reference) as the "Co-Tenant 345 Transmission Line with Fiber and the "Co-Tenant Switchyard," which include all interconnection and transmission facilities constituting the Gen-Tie Line and the Co-Tenant Switchyard, including poles, any applicable switching station or control/communications equipment, any access or patrol roads, and all other interconnection and transmission facilities and improvements, the use of all of which is contemplated to be shared separately between the Co-Tenant Generators. The above list is not intended to be a complete list of all facilities that are part of the Co-Tenant Facilities. All other requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with TSP. TSP acknowledges and consents to the interconnection of the "Co-Tenant Facilities."

9. Transmission Service Provider Interconnection Facilities: The TSP Interconnection Facilities shall, at a minimum, include the following facilities:

- (a) Farmland Station
  - (i) 345kV 3000A, 63kA Circuit Breaker
  - (ii) Motor Operated Air Break Switch(es)

- (iii) 345kV Metering Units, with individual CCVTs and Current transformers
  - (iv) 345kV, 212kV MCOV Surge Arresters
  - (v) Station Post Insulators
  - (vi) Galvanized Steel Structures, Equipment Foundations, and Associated Bus-Work, Conductor, Connectors, Grounding, etc.
  - (vii) Dead-end structure within the Sharyland 345 kV Station property for terminating GIF
- (b) Relaying
- (i) Circuit Breaker Control Panel
  - (ii) Motor Operated Disconnect Switch Control Panel
  - (iii) Circuit Breaker Failure Protection Panel
  - (iv) Line Current Differential & Distance Protection Panel
  - (v) Equipment housing facility with controlled and secure environment.
- (c) A single-circuit 345kV transmission line, less than one mile in length, from the northernmost deadend of the Borden Line to TSP's new Farmland Station
- (d) A single-circuit 345kV transmission line, approximately 850' in length, from the Borden Line to the WETT Long Draw Substation
- (e) Any necessary upgrades to the Borden line

All other TSP Interconnecting Facility requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.

10. Communications Facilities:

- (a) TSP will own and install the necessary communication facilities for (1) provision of SCADA communications to TSP and Generator, and (2) EPS meter access by ERCOT.
- (b) Generator will own and install the necessary communication facilities for provision of SCADA communications and telemetry to Generator energy management system consistent with ERCOT Requirements.
- (c) All communication facilities shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail.

11. System Protection Equipment:
  - (a) Protection of each Party's system shall meet the TSP's requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements and ERCOT Requirements, the ERCOT Requirements shall prevail.
  - (b) All other TSP System Protection Equipment requirements shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator.
12. Inputs to Telemetry Equipment:
  - (a) TSP will provide telemetry inputs consistent with the applicable modeling submitted to ERCOT.
  - (b) Generator will provide telemetry required by ERCOT.
13. Supplemental Terms and Conditions.
  - A) Obligations as a Co-Tenant Generator:
    - (i) Contemporaneously with the execution and delivery of this Agreement, the Generator must enter into a Co-Tenancy and Shared Facilities Agreement with Phase II Generator for the Co-Tenant Facilities.
  - B) All other Supplemental Terms and Conditions shall be finalized at a later date, upon completing design requirements and coordination efforts with Generator. TSP is authorized to cease construction and other activities under the Agreement in the event that Generator fails to agree to such Supplemental Terms and Conditions that, in the opinion of TSP, are reasonably required for the safe and reliable interconnection of the Plant to TSP's system.
14. Special Operating Conditions, if any, attached: To be defined and coordinated with the Generator at a later date.

# **Exhibit "C-1"** **One-Line Diagram**

