

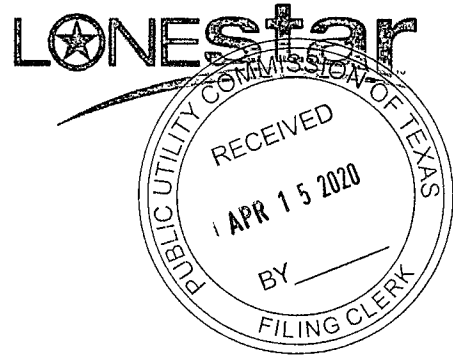


Control Number: 35077



Item Number: 1077

Addendum StartPage: 0



April 15, 2020

Ms. Ana Trevino
Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Ave.
Austin, TX 78711

Re: *Project No. 35077; Informational Filing of ERCOT Interconnection Agreements
Pursuant to Subst. R. § 25.195(e)*

Dear Ms. Trevino,

Please find attached Amendment No. 2 to the Generation Interconnection Agreement between Lone Star Transmission, LLC ("Lone Star") and Mesquite Star Special, LLC for filing with the Public Utility Commission of Texas pursuant to 16. Tex. Admin. Code § 25.195(e). Because the Agreement contains deviations from the Standard Generation Interconnection Agreement, Lone Star has prepared this letter explaining the change and requests that it be filed with the Agreement.

Exhibit B

Exhibit B has been replaced in its entirety and is attached to Amendment No. 1.

If you have any questions, please do not hesitate to contact me at (512) 236-3141 or by email at Tracy.Davis@Lonestar-Transmission.com.

Sincerely,

Tracy Davis, Senior Attorney
Lone Star Transmission, LLC

Lone Star Transmission, LLC

5920 West William Cannon Drive, Building 2, Austin, TX 78749

1077

**SECOND AMENDMENT TO
INTERCONNECTION AGREEMENT**

This Second Amendment is made and entered into this 2 day of April, 2020 between **Lone Star Transmission, LLC** (“Transmission Service Provider”) and **Mesquite Star Special, LLC** (“Generator”), hereinafter individually referred to as “Party,” and collectively referred to as “Parties.”

WHEREAS, the Transmission Service Provider and the Generator entered into that certain Standard Generation Interconnection Agreement executed on December 5, 2018, as amended by that certain First Amendment executed on March 25, 2019 (collectively, the “Agreement”); and

WHEREAS, the Generator desires to revise Exhibit B to the Agreement.

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

1. Exhibit “B” is deleted in its entirety, and the Exhibit “B” attached to this Second Amendment is hereby added to the Agreement in lieu thereof.
2. Exhibit “B” attached to this Second Amendment will become effective upon execution of this Second 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.

--signature page to follow--



April 15, 2020

Ms. Ana Trevino
Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Ave.
Austin, TX 78711

Re: *Project No. 35077; Informational Filing of ERCOT Interconnection Agreements
Pursuant to Subst. R. § 25.195(e)*

Dear Ms. Trevino,

Please find attached Amendment No. 2 to the Generation Interconnection Agreement between Lone Star Transmission, LLC ("Lone Star") and Mesquite Star Special, LLC for filing with the Public Utility Commission of Texas pursuant to 16. Tex. Admin. Code § 25.195(e). Because the Agreement contains deviations from the Standard Generation Interconnection Agreement, Lone Star has prepared this letter explaining the change and requests that it be filed with the Agreement.

Exhibit B

Exhibit B has been replaced in its entirety and is attached to Amendment No. 1.

If you have any questions, please do not hesitate to contact me at (512) 236-3141 or by email at Tracy.Davis@Lonestar-Transmission.com.

Sincerely,

A handwritten signature in cursive script that reads "Tracy Davis".

Tracy Davis, Senior Attorney
Lone Star Transmission, LLC

**SECOND AMENDMENT TO
INTERCONNECTION AGREEMENT**

This Second Amendment is made and entered into this 2 day of April, 2020 between **Lone Star Transmission, LLC** (“Transmission Service Provider”) and **Mesquite Star Special, LLC** (“Generator”), hereinafter individually referred to as “Party,” and collectively referred to as “Parties.”

WHEREAS, the Transmission Service Provider and the Generator entered into that certain Standard Generation Interconnection Agreement executed on December 5, 2018, as amended by that certain First Amendment executed on March 25, 2019 (collectively, the “Agreement”); and

WHEREAS, the Generator desires to revise Exhibit B to the Agreement.

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

1. Exhibit “B” is deleted in its entirety, and the Exhibit “B” attached to this Second Amendment is hereby added to the Agreement in lieu thereof.
2. Exhibit “B” attached to this Second Amendment will become effective upon execution of this Second Amendment by the Parties.

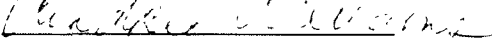
Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

--signature page to follow--

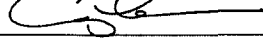
IN WITNESS WHEREOF, the Parties have executed this Second Amendment in duplicate originals, each of which shall constitute and be an original effective agreement between the Parties.

Lone Star Transmission, LLC

Mesquite Star Special, LLC

By: 

Aundrea Williams

By: 

Craig Cornelius

Title: President

Title: President

Date: April 2 , 2020

Date: April 2 , 2020

Exhibit "B"
Time Schedule

1) Interconnection Option chosen by Generator (check one):
 X Section 4.1.A. or Section 4.1.B

A. 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.

2) December 14, 2018 is the date ("NTP Need Date") by which Generator must provide a written Notice to Proceed with design, procurement, and construction of the TIF and provide security, as specified in Exhibit "A", Section 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date identified below. The NTP date shall be the date Generator provides written Notice to Proceed to TSP:

A. If Generator does not provide a written Notice to Proceed to TSP by the above NTP Need Date, the designated TIF In-Service Date, Scheduled Generation Trial Operation Date, and Scheduled Generation Commercial Operation Date, identified below, will each be extended day for each day after the NTP Need Date that the Notice to Proceed is delayed.

B. If Generator does not provide a written Notice to Proceed and provide security in accordance with Exhibit "E" to TSP by eighteen (18) months after the NTP Need Date ("NTP Deadline"), such non-provision of the Notice to Proceed shall constitute a Default, in accordance with Section 10.6.A of Exhibit "A", by the Generator and written notice of Default shall be deemed to have been given by TSP to Generator on the NTP Deadline. If such Default is not cured in accordance with Section 10.6 of Exhibit "A", then TSP may terminate this Agreement in accordance with the provisions of Section 10.6.B of Exhibit "A".

TIF In-Service Date: December 12, 2019

Scheduled Generation Trial Operation Date: December 27, 2019

Scheduled Generation Commercial Operation Date: April 2, 2020

Nothing in the definitions of the dates above shall preclude either Party from taking measures or actions that allow the actual Generation Trial Operation Date or the actual Generation Commercial Operation Date to be earlier than the scheduled dates above.

- 3) 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.