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**PUC Project No. 35077**

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**Third Amendment to the**

**ERCOT STANDARD GENERATION  
INTERCONNECTION AGREEMENT**

**Between**

**LCRA Transmission Services Corporation**

**and**

**East Blackland Solar Project 1, LLC**

**Dated**

**November 5, 2020**

**THIRD AMENDMENT TO  
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

This Third Amendment (“Amendment”) is made and entered into this 5<sup>th</sup> day of November 2020, by and among the LCRA Transmission Services Corporation (“Transmission Service Provider” or “TSP”) and East Blackland Solar Project 1 LLC (“Generator”), collectively referred to hereinafter as the Parties.

**WHEREAS**, the Transmission Service Provider and RRE Austin Solar, LLC entered into that certain ERCOT Standard Generation Interconnect Agreement executed June 13, 2017, as amended by that certain First Amended and Restated ERCOT Standard Generation Interconnection Agreement between TSP and Generator executed February 14, 2019, as amended by that certain Second Amended and Restated ERCOT Standard Generation Interconnection Agreement between TSP and Generator executed July 30, 2020 (collectively, as amended the “Agreement”);

**WHEREAS**, the TSP has experienced delays in acquiring the necessary site development permit from the applicable governmental agency and, pursuant to Section 4.1A of Exhibit “A” of the Agreement, has informed Generator of a corresponding delay to the In-Service Date noted in Exhibit “B” of the Agreement;

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

1. Exhibit “B” is deleted in its entirety and the Exhibit “B” attached to this Third Amendment are hereby added to the Agreement in lieu thereof.
2. This Amendment will become effective upon execution by both 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 caused 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.

East Blackland Solar Project 1 LLC

By: Timothy Allen

Signature: Tim Allen

Title: Vice President

Date: November 2, 2020

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: Sergio Garza  
DocuSigned by: B6B56FA83932404

Title: Vice President, LCRA Transmission Design and Protection

Date: 11/5/2020



## **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 engineering and design and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **February 15, 2019**

Date by which Generator must provide notice to proceed with procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **February 28, 2019**

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: **September 1, 2019**

Date by which Generator must provide additional security to guaranty TSP’s additional costs to construct the TIF, so that TSP may maintain schedule to meet the In-Service Date: **August 14, 2020**

Date by which Generator must convey to TSP real property rights as described in Section 11.D) of Exhibit “C” and complete access road improvements for use in construction of the TIF, as specified in Section 4.3, by TSP so that TSP maintain schedule to meet the In-Service Date: **July 31, 2020**

In - Service Date(s): **February 1, 2021**

Scheduled Trial Operation Date: **February 15, 2021**

Scheduled Commercial Operation Date: **May 31, 2021**

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.