

Filing Receipt

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August 17, 2021

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

RE: Project No. 35077, ERCOT Standard Generation Interconnection Agreement between CenterPoint Energy Houston Electric, LLC and CG Wharton County LLC

To whom it may concern:

Enclosed for filing in Project No. 35077 is the Second Amendment to the ERCOT Standard Generation Interconnection Agreement (SGIA) dated August 16, 2021 between CenterPoint Energy Houston Electric, LLC and CG Wharton County LLC. This filing is made pursuant to 16 Tex. Admin. Code § 25.195(e).

Respectfully submitted,

Mickey Moon

Assistant General Counsel

CenterPoint Energy Houston Electric, LLC

Enclosures: (1) Executed SGIA Amendment

SECOND AMENDMENT TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Second Amendment ("Second Amendment"), effective on the 16th day of August 2021, to the SBranch Solar Project Electric Reliability Council of Texas Standard Generation Interconnection Agreement, (the "SGIA"), dated July 25, 2020, is made between CG WHARTON COUNTY LLC ("Generator") and CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC ("Transmission Service Provider"). Capitalized terms used but not otherwise defined in this Second Amendment shall have the respective meanings assigned to such terms in the SGIA.

WHEREAS, Generator and Transmission Service Provider seek to amend certain provisions of the SGIA to reflect agreed upon changes relating to certain dates referenced in the SGIA.

1. In consideration of the mutual promises and undertakings herein set forth, Generator and Transmission Service Provider agree to amend the SGIA as follows:

The reference to "July 14, 2020" on the coversheet of the SGIA is deleted and replaced with "July 25, 2020."

The reference to "CenterPoint Energy Houston Electric" in the first recital paragraph of the SGIA is deleted and replaced with "CenterPoint Energy Houston Electric, LLC."

The reference to "July 23, 2020" in the first recital paragraph of the Agreement to Adopt SGIA Amendment Provisions, attached to the SGIA, is deleted and replaced with "July 25, 2020."

The reference to "July 14, 2020" in the second recital paragraph of the Agreement to Adopt SGIA Amendment Provisions, attached to the SGIA, is deleted and replaced with "July 25, 2020."

- 2. Except as otherwise expressly provided for herein, the SGIA will continue in full force and effect in accordance with its terms. In the event of any conflict between the provisions of the SGIA and the provisions of this Second Amendment, the provisions of this Second Amendment shall control. The Second Amendment shall not constitute an amendment or waiver of any other provision of the SGIA or for any purpose except as expressly set forth herein. The parties shall preserve all rights, remedies, powers and privileges under the SGIA.
- 3. Any provision of this Second Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.
- 4. This Second Amendment is governed and interpreted in accordance with the laws of the State of Texas.
- 5. Generator and Transmission Service Provider have caused this Amendment to be executed in several counterparts, each of which shall be deemed to be an original, but all shall constitute one and the same instrument.
- 6. This Amendment may only be amended or modified in writing signed by both Generator and Transmission Service Provider.

[Signature page to follow]

IN WITNESS WHEREOF, this Second Amendment is executed by authorized representatives of the parties as of the day and year first above written.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

David Mercado

Name: David Mer Eado

Title: Director

Date: August 17, 2021

CG WHARTON COUNTY LLC

Digitally signed by Caton Fenz
DN: cn=Caton Fenz, o=ConnectGen LLC,
ou=Chief Executive Officer,
email=Genz@connectgenilc.com, c=US
Date: 2021.08.16 14:01:34-05'00'

SL

Name: Caton Fenz

By:

Title: Chief Executive Officer

Date: August 16, 2021