



## Filing Receipt

**Received - 2021-08-24 10:08:24 AM**  
**Control Number - 35077**  
**ItemNumber - 1299**



August 24, 2021

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

Re: Project No./Docket No. 35077—Wind Energy Transmission Texas, LLC’s Generation Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Attached, please find the First Amendment to Generation Interconnection Agreement (the “Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and IP Lumina, LLC (“Lumina”) dated to be effective as of July 22, 2021 and executed by WETT as of July 27, 2021, for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and Lumina entered into that certain Generation Interconnection Agreement dated as of January 22, 2021 (the “Agreement”) and filed the Agreement with the PUCT on February 2, 2021.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Attachment 1 to Exhibit “B” Notices to Proceed and Amount of Security to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By:   
Name: Travis Leverett  
Title: Contracts Manager

## **FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

This First Amendment To Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and IP Lumina, LLC (the "Generator") is made to be effective as of July 22, 2021 (the "Effective Date") by and between TSP and Generator (each hereinafter individually referred to as "Party," and collectively referred to as "Parties").

### RECITALS:

WHEREAS, TSP and Generator entered into that certain Generation Interconnection Agreement dated as of January, 22, 2021 (the "Original GIA"); and

WHEREAS, TSP and Generator desire to amend the Original GIA as more fully described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

### AGREEMENT:

1. All capitalized terms used herein and not otherwise defined have the same meaning as those used in the Original GIA.

2. Attachment 1 to Exhibit "B" Notices to Proceed and Amount of Security of the Original GIA is hereby deleted in its entirety and replaced with the Attachment 1 to Exhibit "B" Notices to Proceed and Amount of Security attached to this Amendment.

3. Except as amended by this Amendment, the terms and conditions of the Original GIA are unaffected and remain in full force and effect.

4. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

5. This Amendment is governed by and shall be construed in accordance with the internal laws of the state of Texas, including the then effective rules and regulations promulgated by the Public Utility Commission of Texas but excluding any conflict of law rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction.

6. If any provision of this Amendment is held to be unenforceable, this Amendment shall be considered divisible, and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Amendment shall remain in full force and effect; provided, however, that, if any provision may be made enforceable by limitation thereof,

then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

7. This Amendment shall become effective when it shall have been executed by the Parties. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Amendment.

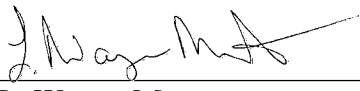
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO  
FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

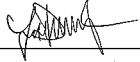
**TRANSMISSION SERVICE PROVIDER:**

WIND ENERGY TRANSMISSION TEXAS, LLC

By:   
Name: L. Wayne Morton  
Title: CEO  
Date: 7/27/2021

**GENERATOR:**

IP LUMINA, LLC

By:   
Name: Luke Dunnington  
Title: President  
Date: 07 / 22 / 2021

**Attachment 1 to Exhibit “B”**

**Notices to Proceed and Amount of Security**

<b>Anticipated Activities</b>	<b>Dates: Notice to Proceed and TSP Securities Due</b>	<b>Security Amounts \$USD</b>
Initial engineering, bidding project, real estate acquisition and geotechnical investigations	Upon execution, which shall be no later than January 22, 2021	\$200,000
First Notice to Proceed	May 3, 2021	\$19,270,500 (for a total of \$19,470,500)
Second Notice to Proceed	September 1, 2021	\$4,793,650 (for a total of \$24,264,150)
<b>TOTAL SECURITY</b>		\$24,264,150