



Filing Receipt

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Rayburn Country Electric Cooperative Inc.
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October 26, 2021

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

Re: Project No. 35077 – Rayburn Electric Cooperative’s Informational Filing of ERCOT
Interconnection Agreement Pursuant to Subst. R. § 25.195(e).

Attached is a Second Amendment to ERCOT Standard Generation Interconnection Agreement (the “Agreement”), dated October 25, 2021, between Rayburn Country Electric Cooperative, Inc. (“Rayburn”) and BT Signal Ranch, LLC (“Signal Ranch”) (20INR0208), for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed Agreement contains updates from the First Amendment to ERCOT Standard Generation Interconnection Agreement dated May 17, 2021, Rayburn has prepared this letter explaining the changes and request that it be filed with the aforementioned interconnection agreement.

- Exhibit B has been deleted in its entirety and has been replaced.

Should you have any questions concerning this Interconnection Agreement, please contact me at jedmondson@rayburnelectric.com.

Sincerely,

A handwritten signature in cursive script that reads 'Jennifer P. Edmondson'.

Jennifer Edmondson
General Counsel

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

This **Second Amendment to ERCOT Standard Generation Interconnection Agreement** (this “**Amendment**”) is entered into by and between BT Signal Ranch, LLC, a Texas limited liability company (“**Seller**”), and Rayburn Country Electric Cooperative, Inc., a Texas electric cooperative corporation (“**Buyer**”), as of October 25, 2021 (the “**Effective Date**”). Buyer and Seller are each a “**Party**” and are collectively, the “**Parties**.” Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement (defined below).

RECITALS

A. WHEREAS, Buyer and Seller are parties to the ERCOT Standard Generation Interconnection Agreement dated as of October 23, 2020, as amended by the First Amendment to ERCOT Standard Generation Interconnection Agreement dated as of May 17, 2021 (as amended, the “**Agreement**”); and

B. WHEREAS, Buyer and Seller desire to revise certain terms of the Agreement, all as further provided in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants hereinafter set forth, and other valuable consideration, receipt of which is hereby confirmed, Buyer and Seller agree as follows:

1. Amendment to Exhibit B of the Agreement. Exhibit B of the Agreement is hereby amended by deleting it in its entirety and replacing it with the Exhibit B attached to this Amendment.
2. Governing Law. This Amendment and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the laws of the State of Texas without giving effect to the conflict of law provisions thereof.
3. Waiver of Jury Trial. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY REQUIREMENTS OF LAW ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, AS AMENDED BY THIS AMENDMENT, OR THE IMPLEMENTATION OF THE AGREEMENT, AS SO AMENDED.
4. Counterpart Originals. This Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

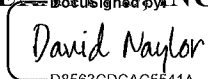
5. Miscellaneous. The Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the Agreement, this Amendment shall control. This Amendment may not be modified, supplemented or amended except by a written instrument executed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment by their authorized representatives as of the Effective Date.

BUYER:

**RAYBURN COUNTRY ELECTRIC
COOPERATIVE INC.**

By: 
Name: David Naylor
Title: President/CEO

SELLER:

BT SIGNAL RANCH, LLC

By: Adapture Solar Development, LLC,
its sole member

By: Adapture Renewables, Inc.,
its sole member

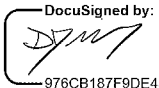
By: 
Name: Donald Miller
Title: COO and General Counsel

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.

Generator previously provided notice to proceed with preliminary engineering and design and will provide security pursuant to the schedule in Exhibit “E”, as specified in Section 4.2.

Generator previously provided notice to proceed with full engineering and design and will provide security pursuant to the schedule in Exhibit “E”, as specified in Section 4.2.

Generator previously provided notice to proceed with procurement and will provide security pursuant to the schedule in Exhibit “E”, as specified in Section 4.2.

Date by which Generator must provide written notice to commence construction and provide security pursuant to the schedule in Exhibit “E”, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: February 1, 2022

In-Service Date(s): May 1, 2023

Scheduled Trial Operation Date: May 15, 2023

Scheduled Commercial Operation Date: August 30, 2023

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit “C”: September 15, 2022

Date by which Generator will provide its proposed protection system device settings and other information to TSP in accordance with Attachment 3 to Exhibit “C”: March 1, 2023

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit “C”, to TSP: September 15, 2022

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit “C”, for property for the TIF, so that TSP may maintain schedule to meet the In- Service Date: June 1, 2022 - (Developer will grant access to property for TSP design and engineering activities beginning April 1, 2022)

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Ben Wheeler Switch will be constructed to a location acceptable to TSP and have caused any existing Generator or third party easements on such property to be terminated, as referenced in

Exhibit “C”: September 1, 2022

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator: October 15, 2022

Date by which Generator will provide to TSP an AC distribution voltage point of interconnection, pursuant to Exhibit C: October 15, 2022

Date by which Generator will have in place the communication facilities specified in Exhibit C: March 15, 2023

Date by which Generator must provide an all-weather road acceptable to TSP for TSP’s ingress and egress to and from the TIF site, so that TSP may maintain schedule to meet the In-Service Date: September 1, 2022

Date by which Generator will make contact with TSP to select the tap position of Generator’s main power transformer(s) pursuant to Exhibit C: March 1, 2023

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates specified in this Exhibit “B”.