



## Filing Receipt

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**Control Number - 35077**  
**ItemNumber - 1448**



August 1, 2022

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 Third Amendment to Generation Interconnection Agreement (the “Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and IP Lumina, LLC (“Lumina”) dated as of July 28, 2022, 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. WETT and Lumina subsequently entered into that certain First Amendment to Generation Interconnection Agreement dated as of July 22, 2021 and executed by WETT on July 27, 2021 (the “First Amendment”) and filed the First Amendment with the PUCT on August 24, 2021. WETT and Lumina subsequently entered into that certain Second Amendment to Generation Interconnection Agreement dated as of August 27, 2021 (the “Second Amendment”) and filed the Second Amendment with the PUCT on September 2, 2021.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Exhibit “B” Time Schedule, Exhibit “C” Interconnection Details, and Attachment 1 to Exhibit “C” One Line Diagram to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By:   
Name: Travis Leverett  
Title: Contracts Manager

### **THIRD AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

This Third 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 28, 2022 (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, the Parties subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of July 22, 2021 (the "First Amendment"); and

WHEREAS, the Parties subsequently entered into that certain Second Amendment To Generation Interconnection Agreement dated as of August 27, 2021 (the "Second Amendment"); and

WHEREAS, TSP and Generator desire to amend the Original GIA, as amended by the First Amendment and Second Amendment (hereinafter the "Amended 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 Amended GIA.
2. Exhibit "B" Time Schedule of the Amended GIA is hereby further amended by replacing the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date with the following:

"In - Service Date(s): **January 25, 2023**

Scheduled Trial Operation Date: **February 27, 2023**

Scheduled Commercial Operation Date: **June 30, 2023**"

3. Exhibit "C" Interconnection Details of the Amended GIA is hereby amended by replacing the entirety of Section 4 with: "**Number and Size of Generating Units:** Seventy-one (71) TMEIC Inverters @4.3MW / 4.68 MVA @45 deg C (4.6 MW/ 5.04 MVA @25 deg C)"

4. Exhibit “C” Interconnection Details of the Amended GIA is hereby amended by replacing the entirety of Section 7 a) ii) with: “The substation equipment, including structures, conductors, insulators, connecting hardware and fiber optic (to deadend splice box) from the one (1) project collector Substation to the Point of Interconnection (A-Frame at the Substation). GIF to include fiber optic splice box and downlead clamp assemblies, and jumper to connect GIF conductors to TSP conductors.”

5. Exhibit “C” Interconnection Details of the Amended GIA is hereby amended by including in Section 8 as a new fourth bullet: “At the POI, the Transmission Service Provider to provide slack span of conductors, OPGW and shield wire to Jade Solar Substation dead end structure, and associated insulators and termination assemblies”

6. Attachment 1 to Exhibit “C” One Line Diagram of the Amended GIA is hereby deleted in its entirety and replaced with the Attachment 1 to Exhibit “C” One Line Diagram attached to this amendment.

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

8. Generator represents and warrants that, by entering into this Amendment (and any other agreement related to the interconnection that is the subject matter of this Amendment), TSP will not be in violation of the Lone Star Infrastructure Protection Act as codified in Tex. Bus. & Com. Code §§ 113.001 – .003 (as the same may be amended from time to time, “LSIPA”) as a result of the ownership, control, or headquarters location of Generator or any of its Affiliates. Generator acknowledges that TSP is relying on such representations and warranties in entering into this Amendment and ensuring TSP’s compliance with LSIPA, and Generator further agrees to fully defend, indemnify, and hold harmless TSP from and against any and all demands, claims, actions, causes of action, proceedings, fines and penalties, costs and expenses (including reasonable attorneys’ fees and expenses) arising from or related to any breach of such representations and warranties.

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

10. 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.

11. 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.

12. 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.

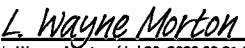
[SIGNATURE PAGE FOLLOWS.]

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

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

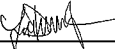
**TRANSMISSION SERVICE PROVIDER:**

WIND ENERGY TRANSMISSION TEXAS, LLC

By:   
L. Wayne Morton (Jul 29, 2022 09:21 CDT)  
Name: L. Wayne Morton  
Title: CEO  
Date: Jul 29, 2022

**GENERATOR:**

IP LUMINA, LLC

By:   
Name: Lucas A. Dunnington  
Title: President  
Date: 07 / 28 / 2022

# Attachment 1 to Exhibit "C"

## One Line Diagram

