

Filing Receipt

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August 18, 2022

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

Phone: 737.218.4517

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

Attached, please find the Second Amendment to Generation Interconnection Agreement (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and Texas Solar Nova 1, LLC ("Texas Solar Nova 1") dated as of July 27, 2022, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and Texas Solar Nova 1 entered into that certain Generation Interconnection Agreement dated as of June 28, 2019 and signed by WETT on July 1, 2019 (the "Agreement") and filed the Agreement with the PUCT on August 1, 2019. WETT and Texas Solar Nova 1 subsequently entered into that certain First Amendment to Generation Interconnection Agreement dated as of November 11, 2021 (the "First Amendment") and filed the First Amendment with the PUCT on November 22, 2021.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Exhibit "C" Interconnection Details to the Generation Interconnection Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

Fax: 512.279.7398

Name:

By:

Kimberly Jones

Title:

Contracts Analyst

SECOND AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT

This Second Amendment To Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Texas Solar Nova 1, LLC (the "Generator") is made to be effective as of July 27 , 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 June 28, 2019, as amended by that certain First Amendment to Generation Interconnection Agreement November 11, 2021 (collectively, the GIA); and

WHEREAS, TSP and Generator desire to amend the 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. Section 4 of <u>Exhibit "C" Interconnection Details</u> of the First Amendment GIA is hereby deleted in its entirety and replaced with the following:
 - **"4. Number and Size of Generating Units:** 340 inverters with 0.761MW each for a total of 258.74 MW
- 3. Section 5 of <u>Exhibit "C" Interconnection Details</u> of the First Amendment GIA is hereby deleted in its entirety and replaced with the following:

"5. Type of Generating Unit: Inverter type is TMEIC – PVU-L0840GR

- 4. Except as amended by this Amendment, the terms and conditions of the Original GIA are unaffected and remain in full force and effect.
- 5. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- 6. 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.

- 7. 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.
- 8. 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 SECOND 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 24, 2022 11:29 CDT)

Name: L. Wayne Morton

Title: CEO
Date: Jul 28, 2022

GENERATOR:

TEXAS SOLAR NOVA 1, LLC

By: John Woody

Title: Vice President

Date: July 27, 2022