



## Filing Receipt

**Received - 2023-02-27 10:06:09 AM**  
**Control Number - 35077**  
**ItemNumber - 1565**



February 27, 2023

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 Second Amendment to Generation Interconnection Agreement (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and BRP Dickens BESS LLC ("BRP") dated to be effective as of February 16, 2023, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and BRP entered into that certain Generation Interconnection Agreement dated as of November 2, 2020 (the "Agreement") and filed the Agreement with the PUCT on November 17, 2020. WETT and BRP subsequently entered into that certain First Amendment to Generation Interconnection Agreement dated as of October 28, 2021 (the "First Amendment") and filed the First Amendment with the PUCT on October 29, 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 to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Kimberly Jones  
Name: 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 BRP Dickens BESS LLC (the "Generator") is made to be effective as of February 16, 2023 (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 November 2, 2020 (the "Original GIA"); and

WHEREAS, the Parties subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of October 28, 2021 (the "First Amendment"); and

WHEREAS, TSP and Generator desire to amend the Original GIA, as amended by the First 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 amended by replacing the In-Service Date, Schedule Trial Operation Date, and Schedule Commercial Operation Date with the following:

"In-Service Date(s): 9/27/2023

Scheduled Trial Operation Date: 10/12/2023

Scheduled Commercial Operation Date: 12/31/2023"

3. Except as amended by this Amendment, the terms and conditions of the Amended 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  
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*  
L. Wayne Morton (Feb 17, 2023 07:47 CST)  
Name: L. Wayne Morton  
Title: CEO  
Date: Feb 17, 2023

**GENERATOR:**

BRP DICKENS BESS LLC

By: *Mark Klein*  
Mark Klein (Feb 16, 2023 07:01 PST)  
Name: Mark Klein  
Title: Vice President  
Date: Feb 16, 2023

Approved By Legal: