



## Filing Receipt

**Received - 2023-03-07 10:53:11 AM**  
**Control Number - 35077**  
**ItemNumber - 1573**



March 7, 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 Third 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 February 15, 2023, 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 (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. WETT and Texas Solar Nova 1 subsequently entered into that certain Second Amendment to Generation Interconnection Agreement dated as of July 27, 2022 (the “Second Amendment”) and filed the Second Amendment with the PUCT on August 19, 2022.

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 of the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Kimberly Jones  
Name: Kimberly Jones  
Title: Contracts Analyst

### **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 Texas Solar Nova 1, LLC (the "Generator") is made to be effective as of February 15, 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 June 28, 2019 (the "Original GIA"); and

WHEREAS, the Parties subsequently entered into that certain First Amendment To Generation Interconnection Agreement dated as of November 11, 2021 (the "First Amendment"); and

WHEREAS, the Parties subsequently entered into that certain Second Amendment To Generation Interconnection Agreement dated as of July 27, 2022 (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 amended by replacing the In-Service Date, Schedule Trial Operation Date, and Schedule Commercial Operation Date with the following:

"In-Service Date(s): **April 10, 2023**

Scheduled Trial Operation Date: **May 4, 2023**

Scheduled Commercial Operation Date: **December 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  
THIRD AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

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

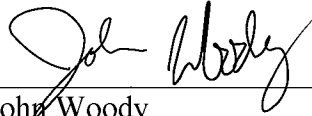
**TRANSMISSION SERVICE PROVIDER:**

WIND ENERGY TRANSMISSION TEXAS, LLC

By:   
L. Wayne Morton (Mar 2, 2023 09:33 CST)  
Name: L. Wayne Morton  
Title: CEO  
Date: Mar 2, 2023

**GENERATOR:**

TEXAS SOLAR NOVA 1, LLC

By:   
Name: John Woody  
Title: Vice President  
Date: February 28, 2023