



Filing Receipt

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CROSS TEXAS TRANSMISSION, LLC
1122 S. Capital of Texas Highway
Cityview Center Suite 100
Austin, Texas 78746-0005

March 10, 2023

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

Re: Docket No. 35077 – Cross Texas Transmission, LLC's Generation
Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Enclosed is a copy of the Second Amendment to the Interconnection Agreement
between Cross Texas Transmission, LLC ("CTT") and CG Leon County II LLC for filing
at the Public Utility Commission of Texas pursuant to Substantive Rule 25.195(e).

Please contact me at (512) 982-5734 if you have any questions regarding this filing.

Respectfully submitted,

A handwritten signature in black ink that reads 'Robert C. Mechler'.

Robert C. Mechler
Associate Vice President

Enclosure

SECOND AMENDMENT TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Second Amendment ("Second Amendment") to that certain Generation Interconnection Agreement ("Agreement") between Cross Texas Transmission, LLC ("TSP") and CG Leon County II LLC ("Generator", and together with TSP, the "Parties") dated February 26, 2021, as amended by that certain First Amendment to the Generation Interconnection Agreement dated March 10, 2021 ("First Amendment"), is made this 3rd day of March, 2023.

In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Section 8.3 is deleted in its entirety and replaced with the following new Section 8.3:

8.3 Financial Security Arrangement. TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements shall be specified in Exhibit "E". Within five business days after the Plant achieves Commercial Operation, TSP shall return the deposit or security to Generator. However, TSP may retain an amount to cover the incremental difference between TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one year after the scheduled Commercial Operation date identified in Exhibit "B" or if Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, (i) TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, constructing the TIF, as well as any associated additional costs incurred by TSP as a result of any adjustments to, or delays in satisfying, the original milestone dates set forth in Exhibit "B" (prior to giving effect to any amendments thereto) or the milestone dates set forth in Exhibit "B" after giving effect to any amendments thereto (including but not limited to any reasonably determined cost of capital and carrying expenses incurred by TSP as a result of Generator deferring the original scheduled Commercial Operation date), and (ii) within a reasonable period of time after TSP has determined that it has drawn as much of the security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, constructing the TIF, and any associated additional costs incurred by TSP as a result of any adjustments to, or delays in satisfying, the original milestone dates set forth in Exhibit "B" (prior to giving effect to any amendments thereto) or the milestone dates set forth in Exhibit "B" after giving effect to any amendments thereto, the TSP shall release or return the remaining security to Generator. If a cash deposit is made pursuant to Exhibit "E", any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

2. Exhibit "B" is deleted in its entirety and replaced with the Exhibit "B" attached hereto.
3. Exhibit "E" is deleted in its entirety and replaced with the Exhibit "E" attached hereto.
4. Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be signed by their duly authorized representatives, in duplicate originals, each of which shall constitute and be an original effective amendment to the Agreement.

CG Leon County II LLC

By: 

Name: Caton Fenz

Title: Chief Executive Officer

Date: Mar 3, 2023

Cross Texas Transmission, LLC

By: 

Name: B. Cameron Fredkin

Title: Chief Operating Officer

Date: Mar 3, 2023



**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.

Dates by which Generator must provide applicable security, so that TSP may maintain schedule to meet the In-Service Date: **as specified in Exhibit “E”**

Date by which Generator must provide notice to proceed with design and procurement, as specified in Section 4.2 of Exhibit “A”, so that TSP may maintain schedule to meet the In-Service Date: **03/01/2023**¹

Date by which deed or easement(s) referenced in Exhibit “C”, Section 13(b), is expected to be conveyed by Generator (or another third-party at Generator’s direction) to TSP so that TSP may maintain schedule to meet the In-Service Date: **11/01/2023**

Date by which Generator will provide to TSP site drawings showing the proposed routes of all transmission lines, distribution lines, and roads planned to be constructed by Generator: **11/01/2023**

Date by which Generator must provide notice to proceed with construction, as specified in Section 4.3 of Exhibit “A”, so that TSP may maintain schedule to meet the In-Service Date: **12/01/2023**

Date by which Generator’s dead-end structure at the Point of Interconnection will be installed and ready for TSP’s transmission line termination: **09/01/2024**

In-Service Date(s): **12/15/2024**

Scheduled Trial Operation Date: **01/15/2025**

Scheduled Commercial Operation Date: **06/30/2025**

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit “B.” The Parties acknowledge and agree that the Generator’s failure to meet the milestone dates set forth above (i) may cause the need for additional or revised studies to be performed or other reasonably related conditions or

¹ Generator and the TSP agree that the Notice to Proceed previously issued by Generator to the TSP, dated as of March 2, 2021, is hereby suspended and TSP will use reasonable efforts to wind down any ongoing work associated with the same. A new notice to proceed with design and procurement, as specified in Section 4.2 of Exhibit “A”, must be provided by 03/01/2023 so that TSP may maintain schedule to meet the In-Service Date.

obligations to be fulfilled, and (ii) will result in adjustments to the Scheduled Trial Operation Date, Scheduled Commercial Operation Date, and In-Service Date, which adjustments shall be determined by the TSP in its reasonable discretion.

EXHIBIT "E"

SECURITY ARRANGEMENT DETAILS

“Bank” means a major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service.

“Business Days” means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

“Final Expiration Date” means the earlier of (i) five (5) Business Days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of this Agreement in accordance with its terms.

“Letter of Credit” means an irrevocable, transferable standby letter of credit issued by a Bank in a form that is acceptable to TSP.

“Required Security Amount” means, as of any date of measurement, the amount of Security then required to have been provided by Generator to TSP in accordance with this Exhibit “E”.

“Security” means one (1) or more Letters of Credit or a cash deposit, or a combination thereof, for the benefit of TSP.

“Security Effective Date” means the earlier to occur of (i) the date Generator provides TSP the required Security, or (ii) **03/01/2023**.

As a condition to TSP’s obligation to plan, license, engineer, design, procure equipment and material, and construct the TIF described in Exhibit “C”, Generator shall provide Security in an amount totaling \$23,000,000, as required pursuant to Section 8.3 of Exhibit “A”, according to the following schedule:

- Date by which Generator must provide TSP with Security in the amount of \$3,000,000: **03/01/2023**; provided, that Generator is deemed to have fulfilled such obligation by the posting of LOC No. 69621700 (as defined below).
- Date by which Generator must provide TSP with additional Security in the amount of \$1,500,000 (for an aggregate of \$4,500,000 of Security): **08/01/2023**
- Date by which Generator must provide TSP with additional Security in the amount of \$2,500,000 (for an aggregate of \$7,000,000 of Security): **10/01/2023**
- Date by which Generator must provide TSP with additional Security in the amount of \$16,000,000 (for an aggregate of \$23,000,000): **12/01/2023**

As of February 28, 2023, Generator has provided TSP with Security in the amount of \$15,562,500 pursuant to Irrevocable Standby Letter of Credit No. 69621700 (“LOC No. 69621700”) dated

February 26, 2021 (as amended on March 26, 2021, and further amended on May 05, 2021), which TSP acknowledges is in excess of the Required Security Amount as of February 28, 2023. Upon provision of alternative or replacement Security in the amount of \$3,000,000 to TSP, which Generator shall cause to occur within thirty (30) days of the Effective Security Date, TSP shall cause LOC No. 6921700 to be marked canceled and returned by providing written notification to the issuing bank in accordance with the terms of LOC No. 6921700. Notwithstanding any such reduction in Security, Generator remains obligated to provide TSP with additional Security from time to time upon any increase in the Required Security Amount.

In accordance with Section 8.3 of Exhibit “A,” any repayment or return of Security provided to TSP as a cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT.

From the Security Effective Date, Generator shall cause to be established and at all times through the Final Expiration Date cause to be maintained in full force and effect Security consistent with this Exhibit “E” and acceptable to TSP. Generator’s failure to deliver or maintain the Security in the amount and within the time period set forth within this Agreement and Exhibit “E” shall be deemed a Default under Section 10.6 of this Agreement and this Agreement may be terminated immediately if Generator fails to cure same within the cure period provided for in Section 10.6.

If at any time the credit rating of the Bank is reduced for any reason to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace the affected Letter of Credit with another Letter of Credit in a form acceptable to TSP of the same amount and with the same beneficiary from another Bank within fifteen (15) Business Days of the date of such event. If Generator fails to provide an acceptable substitute Letter of Credit within the time period specified above, TSP may draw upon the existing Letter of Credit and retain the proceeds as Security.

In the event a Letter of Credit is set to expire on a date prior to the Final Expiration Date and Generator has not provided to TSP a substitute Letter of Credit at least thirty (30) days in advance of such expiration, TSP shall have the right to draw upon the expiring Letter of Credit and retain as security the full amount of the expiring Letter of Credit. The substitute Letter of Credit shall be in a form acceptable to TSP of the same amount and with the same beneficiary.

TSP may by written notice to Generator require Generator to increase the Security from time to time if TSP determines in its reasonable discretion that the remaining Security is not adequate to cover the costs that TSP then reasonably estimates could become payable pursuant to this Agreement. Generator shall tender any such increase to TSP within thirty (30) days of such notice. Failure to deliver the increase in Security in the amount and within the period set forth within this Agreement and this Exhibit “E” shall be deemed a Default under Section 10.6 of this Agreement, and this Agreement may be terminated immediately if Generator fails to cure same within the cure period provided for in Section 10.6.











Second Amendment to IA for CG Leon County, Final

Final Audit Report

2023-03-03

Created:	2023-03-03
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-  Document created by Rebecca Turner (rtuner@connectgenllc.com)
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 Agreement completed.

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