



## **Filing Receipt**

**Filing Date - 2023-07-25 01:21:35 PM**

**Control Number - 35077**

**Item Number - 1650**



July 25, 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 Borden County Battery Energy Storage System LLC (“Borden County BESS”) dated as of July 21, 2023, for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and Borden County BESS entered into that certain Generation Interconnection Agreement dated as of December 9, 2022 (the “Agreement”) and filed the Agreement with the PUCT on January 3, 2023. WETT and Borden County BESS subsequently entered into that certain First Amendment to Generation Interconnection Agreement dated as of July 10, 2023 (the “First Amendment”) and filed the First Amendment with the PUCT on July 12, 2023.

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 and Exhibit “C” Interconnection Details 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 Borden County Battery Energy Storage System LLC (the "Generator") is made to be effective as of July 21, 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 December 9, 2022 (the "Original GIA");

WHEREAS, the Parties subsequently entered into that certain First Amendment to Generation Interconnection Agreement dated as of July 10, 2023 (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 "C" Interconnection Details of the Amended GIA is hereby amended by replacing entirety of Section 4 with "Numbering and Size Generating Units: 155.48 MW total capacity (48 units at 3.239 MW each)

3. Exhibit "C" Interconnection Details of the Amended GIA is hereby amended by replacing entirety of Section 5 with "Type of Generating Unit: BESS (48 x Power Electronics FP4200M)

4. Exhibit "B" Time Schedule of the Amended GIA is hereby amended by replacing the Scheduled Commercial Operation Date with the following:

Scheduled Commercial Operation Date: **June 22, 2024**

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

6. This Amendment shall be binding upon and shall inure to the benefit of the Parties

and their respective successors and assigns.

7. 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.

8. 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.

9. 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.

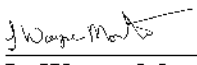
[SIGNATURE PAGE FOLLOWS.]

**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.

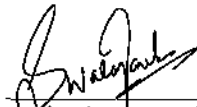
**TRANSMISSION SERVICE PROVIDER:**

WIND ENERGY TRANSMISSION TEXAS, LLC

By:   
Name: L. Wayne Morton  
Title: CEO  
Date: Jul 24, 2023

**GENERATOR:**

BORDEN COUNTY BATTERY ENERGY STORAGE SYSTEM LLC

By:   
Name: Swaraj Jammalamadaka  
Title: Chief Technology Officer  
Date: July 21, 2023