



Filing Receipt

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Rayburn Country Electric Cooperative Inc.
P.O. Box 37 | Rockwall, TX 75087
950 Sids Rd. | Rockwall, TX 75032
Phone 469-402-2100
www.rayburnelectric.com

December 20, 2023

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

Re: Project No. 35077 – Rayburn Electric Cooperative’s Informational Filing of ERCOT
Interconnection Agreement Pursuant to Subst. R. § 25.195(e).

Attached is a Fifth Amendment to the Interconnection Agreement (the “Agreement”), dated September 22, 2023, between Rayburn Country Electric Cooperative, Inc. (“Rayburn”) and BT Signal Ranch, LLC (“Signal Ranch”) (20INR0208), for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed Agreement contains updates from the Fourth Amendment to the Interconnection Agreement dated September 2022, Rayburn has prepared this letter explaining the changes and request that it be filed with the aforementioned interconnection agreement.

- Amendment to the Second Paragraph on Page 3 of the Agreement has been amended by deleting and replacing “May 20, 2020” (as the date on which the facilities study was posted to ERCOT RIOO) with “May 12, 2023”.
- Exhibit B has been deleted in its entirety and has been replaced.
- Exhibit C of the Agreement has been amended by:

(a) Deleting Number 5 thereof in its entirety and replacing it with the following:

Type of Generating Unit: “SunGrow SG4400 solar inverters”

- Exhibit E has been deleted in its entirety and has been replaced.

Should you have any questions concerning this Interconnection Agreement, please contact me at npayne@rayburnelectric.com.

Sincerely,

A handwritten signature in black ink that reads 'Nick M. Payne'.

Nick M. Payne
Paralegal

**FIFTH AMENDMENT
TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

This **Fifth Amendment to ERCOT Standard Generation Interconnection Agreement** (this “**Amendment**”) is entered into by and between BT Signal Ranch, LLC, a Texas limited liability company (“**Seller**”), and Rayburn Country Electric Cooperative, Inc., a Texas electric cooperative corporation (“**Buyer**”), as of the latest date on the signature page below (the “**Effective Date**”). Buyer and Seller are each a “**Party**” and are collectively, the “**Parties**.” Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement (defined below).

RECITALS

A. WHEREAS, Buyer and Seller are parties to the ERCOT Standard Generation Interconnection Agreement dated as of October 23, 2020, as amended by the First Amendment to ERCOT Standard Generation Interconnection Agreement dated as of May 17, 2021, as amended by the Second Amendment to ERCOT Standard Generation Interconnection Agreement dated as of October 25, 2021, as amended by the Third Amendment to ERCOT Standard Generation Interconnection Agreement dated as of February 16, 2022, and as further amended by the Fourth Amendment to ERCOT Standard Generation Interconnection Agreement dated as of September 22, 2022 (as amended, the “**Agreement**”); and

B. WHEREAS, Buyer and Seller desire to revise certain terms of the Agreement, all as further provided in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants hereinafter set forth, and other valuable consideration, receipt of which is hereby confirmed, Buyer and Seller agree as follows:

1. Amendment to the Second Paragraph on Page 3 of the Agreement is hereby amended by deleting and replacing “May 20, 2020” (as the date on which the facilities study was posted to ERCOT R100) with “May 12, 2023”.
2. Amendment to Exhibit B of the Agreement. Exhibit B of the Agreement is hereby amended by deleting it in its entirety and replacing it with Exhibit B attached to this Amendment.
3. Amendment to Exhibit C of the Agreement. Exhibit C of the Agreement is hereby amended by:
 - (a) Deleting Number 5 thereof in its entirety and replacing it with the following:

Type of Generating Unit:

“SunGrow SG4400 solar inverters”

The Parties will amend this Exhibit "C" as necessary to reflect any changes Generator makes to the manufacturer, model and type of generating units.

4. Amendment to Exhibit E of the Agreement. Exhibit E of the Agreement is hereby amended by deleting it in its entirety and replacing it with Exhibit E attached to this Amendment.
5. Governing Law. This Amendment and the rights and obligations of the Parties hereunder shall be construed in accordance with and be governed by the laws of the State of Texas without giving effect to the conflict of law provisions thereof.
6. Waiver of Jury Trial. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY REQUIREMENTS OF LAW ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, AS AMENDED BY THIS AMENDMENT, OR THE IMPLEMENTATION OF THE AGREEMENT, AS SO AMENDED.
7. Counterpart Originals. This Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which constitute but one agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.
8. Miscellaneous. The Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the Agreement, this Amendment shall control. This Amendment may not be modified, supplemented or amended except by a written instrument executed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment by their authorized representatives as of the Effective Date.

BUYER:

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**RAYBURN COUNTRY ELECTRIC
COOPERATIVE, INC.**

By:

David A. Naylor

Name: David Naylor

Title: President/CEO

Date:

9/22/2023

SELLER:

BT SIGNAL RANCH, LLC

By: Adapture Solar Development, LLC,
its sole member

By: Adapture Renewables, Inc.,
its sole member

By:

Julius Horvath

Name: Julius Horvath

Title: Director of Interconnection and
Transmission

Date:

9/7/2023

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.

Generator previously provided notice to proceed with full engineering, design, and procurement and provided security, as specified in Section 4.2.

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: August 31, 2023

In-Service Date(s): October 1, 2024

Scheduled Trial Operation Date: November 15, 2024

Scheduled Commercial Operation Date: March 15, 2025

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": December 1, 2023

Date by which Generator will provide its proposed protection system device settings and other information to TSP in accordance with Attachment 3 to Exhibit "C": May 1, 2024

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP: December 1, 2023

Date by which Generator will deliver the deed or easement(s), in accordance with Exhibit "C", for property for the TIF, so that TSP may maintain schedule to meet the In- Service Date: Satisfied as of August 15, 2023 - (Developer will grant access to property for TSP design and engineering activities beginning April 15, 2023)

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Magness Switch will be constructed to a location acceptable to TSP and have caused any existing Generator or third party easements on such property to be terminated or encroached upon, as referenced in Exhibit "C": October 1, 2023

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator: February 1, 2024

Date by which Generator will provide to TSP an AC distribution voltage point of interconnection, pursuant to Exhibit C: February 1, 2024

Date by which Generator will have in place the communication facilities specified in Exhibit C: September 1, 2024

Date by which Generator must provide an all-weather road acceptable to TSP for TSP's ingress and egress to and from the TIF site, so that TSP may maintain schedule to meet the In-Service, unless TSP provides to Generator prior notice, in writing, that TSP has access to an existing all-weather road for ingress and egress to and from the TIF site. Date: November 1, 2023

Date by which Generator will make contact with TSP to select the tap position of Generator's main power transformer(s) pursuant to Exhibit C: May 1, 2024

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates specified in this Exhibit "B".

Exhibit “E”

Security Arrangement Details

On April 3, 2023, Generator posted \$4,278,414 in the form of a Letter of Credit (defined below) to increase the total amount to \$5,305,000 (“Security Amount”) as security for the work to be undertaken by TSP under this Agreement. Generator may post the Security Amount entirely in the form of a cash deposit or a Letter of Credit or may post the Security Amount as a combination of both a cash deposit and a Letter of Credit so long as the entire Security Amount is posted and provided to TSP.

In each case, the applicable dates shall be extended if the applicable date is pushed back in accordance with the provisions of Exhibit “B”.

“Letter of Credit” means one or more irrevocable, transferable standby letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch, which shall include, for the avoidance of doubt, Skandinaviska Enskilda Banken AB (each, a “Bank”) with a credit rating of at least A- from Standard and Poor’s or an A3 credit rating from Moody’s Investor Services. It shall be in a form acceptable to TSP. Such Letter of Credit shall state that it is issued in favor of TSP. Costs of the Letter of Credit shall be borne by the applicant for such Letter of Credit.

If at any time during the term of this Agreement, the Bank suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen (15) business days of the date of such event. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to TSP and Generator, in writing, by certified mail, return receipt requested or via courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive Term (an “Expiring Term”) not less than ninety (90) days prior to the expiration date of any Expiring Term. Generator hereby agrees that in the event that the Bank gives such notice and Generator does not replace such expiring Irrevocable Standby Letter of Credit with a substitute Irrevocable Standby Letter of Credit in substantially the same form or post a cash deposit, or a combination of both, in the Security Amount at least forty-five (45) days prior to the expiration date of any Expiring Term, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. Any such substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit “E” and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. Generator & TSP acknowledge that Generator’s failure to timely provide such Letter of Credit or cash deposit, or a combination of both, in the Security Amount may contribute to a

delay in the completion of the TIF by the In-Service Date. Failure to provide a substitute Irrevocable Standby Letter of Credit or a cash deposit, or a combination of both, in the Security Amount within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.