



Filing Receipt

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LCRA TRANSMISSION SERVICES CORPORATION

December 1, 2023

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

RE: Project No. 35077 – LCRA Transmission Services Corporation's Transmission contract Filing Pursuant to Subst. Rule 25.195(e)

To whom it may concern:

Enclosed for filing in Project No. 35077 is the December 1, 2023, Second Amendment to the ERCOT Standard Generation Interconnection Agreement (the "Agreement") dated November 30, 2023 between LCRA Transmission Services Corporation ("LCRA TSC") and Lower Giga Texas Energy, LLC ("Generator"). This filing is made to the Public Utility Commission of Texas pursuant to Substantive Rule 25.195(e).

Please feel free to contact me at Interconnection_Agreements@lcra.org if there are any questions regarding this interconnection agreement.

Sincerely,

Cris Ureña, P.E.
Director, Transmission Interconnections

Enclosure

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

This Second Amendment (“Second Amendment”) is made and entered into this 30 day of November 2023, by and among the LCRA Transmission Services Corporation (“Transmission Service Provider” or “TSP”) and Giga Texas Energy, LLC (“Generator”), collectively referred to hereinafter as the Parties.

WHEREAS, the Transmission Service Provider and the Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed December 3, 2021 (the “Original Agreement”), as amended by that certain First Amendment to ERCOT Standard Generation Interconnection Agreement executed August 30, 2022 (collectively, as amended, the “Agreement”);

WHEREAS, pursuant to Section 4.2 of Exhibit “A” of the Agreement, Generator has provided TSP with the financial security and written authorization to proceed with the design and procurement of the TIF as detailed in Exhibit “C”;

WHEREAS, the Generator notified TSP of a change in the Commercial Operation date as originally contemplated in the Agreement; and

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

1. Exhibit “B” is deleted in its entirety and Exhibit “B” is attached to this Second Amendment and is hereby added to the Agreement in lieu thereof.
2. This Second Amendment will become effective upon execution by both Parties.

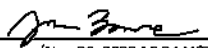
Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed in several counterparts, each of which shall be deemed an original, but all shall constitute one and the same instrument.

Giga Texas Energy, LLC

By: John Temple Boone

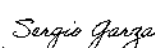
Signature:  JT Boone (Nov.30, 2023 16:24 MST)

Title: President

Date: November 30, 2023

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.

Signature: 

Title: Vice President, LCRA Transmission
Design and Protection

Date: November 30, 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.

1. Date by which Generator must provide written notice to proceed with design and provide security, as specified in Section 4.2 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **December 3, 2021 – Completed prior to First Amendment.**
2. Date by which Generator must provide written notice to proceed with procurement and provide security, as specified in Section 4.2 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **March 1, 2022 – Completed prior to First Amendment.**
3. Date by which Generator must deliver to TSP information for the final grade of the area around the POI Structure including elevation and fill material with anticipated compaction levels, so that TSP may maintain schedule to meet the In-Service Date: **December 31, 2021 – Completed prior to First Amendment.**
4. Date by which Generator must deliver to TSP surveys including the boundary survey plat(s) and legal descriptions; topographic surveys with one-foot contours; and subsurface utility engineering ("SUE") surveys, per TSP provided surveying specifications and TSP engineering review, of the tracts specified in Exhibit "C", so that TSP may maintain schedule to meet the In-Service Date: **February 15, 2022 – Completed prior to First Amendment.**
5. Date by which Generator must provide written notice to commence construction and security, as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **September 1, 2022 – Completed prior to Second Amendment.**
6. Date by which Generator must convey to TSP real property rights as described in Section 12 of Exhibit "C", as specified in Section 4.3 of Exhibit "A", so that TSP may maintain schedule to meet the In-Service Date: **October 1, 2022 – Completed prior to Second Amendment.**

In - Service Date(s): **December 4, 2023, subject to necessary ISO approval of outages required to construct the TIF.**

Scheduled Initial Synchronization Date: **January 2, 2024.**

Scheduled Commercial Operation Date: **January 31, 2024.**

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.

If the TSP incurs additional direct costs for demobilization and remobilization resulting from the Generator's requested delay of the In-Service Date the TSP may require the Generator to make a contribution in aid of construction to for such costs. Generator will pay such costs within thirty (30) days of receipt of an invoice from the TSP.

GIGA-TEXAS-ENERGY-LLC-SGIA-AMEND-2

Final Audit Report

2023-12-01

Created:	2023-11-30
By:	Shalesh Ganjoo (shalesh.ganjoo@lcra.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATApSCnVi0tIn7h9oZeWuGXXPHRXN6k57

"GIGA-TEXAS-ENERGY-LLC-SGIA-AMEND-2" History

-  Document created by Shalesh Ganjoo (shalesh.ganjoo@lcra.org)
2023-11-30 - 10:44:44 PM GMT
-  Document emailed to JT Boone (jboone@tesla.com) for signature
2023-11-30 - 10:49:16 PM GMT
-  Email viewed by JT Boone (jboone@tesla.com)
2023-11-30 - 11:24:17 PM GMT
-  Document e-signed by JT Boone (jboone@tesla.com)
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-  Document emailed to Sergio Garza (Sergio.Garza@LCRA.ORG) for signature
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GIGA-TEXAS-ENERGY-LLC-SGIA-AMEND-2_PUC_Filing_Letter

Final Audit Report

2023-12-12

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-  Document e-signed by Cris Urena (Cris.Urena@LCRA.ORG)
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-  Agreement completed.
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