



## **Filing Receipt**

**Filing Date - 2024-04-15 12:16:43 PM**

**Control Number - 35077**

**Item Number - 1778**



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

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April 15, 2024

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 Fourth 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'. The signature is written in a cursive, flowing style.

Robert C. Mechler  
Associate Vice President

Enclosure

## **FOURTH AMENDMENT TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

This Fourth Amendment ("Fourth Amendment") to that certain Generation Interconnection Agreement by and 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 Agreement dated March 10, 2021, as amended by that certain Second Amendment to the Agreement dated March 3, 2023, and as further amended by that certain Third Amendment to the Agreement dated November 3, 2023 (collectively, the ("Agreement"), is made and entered into this 10<sup>th</sup> day of April, 2024.

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 replaced with the Exhibit "B" attached hereto.
2. Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms. In the event of any conflict between the provisions of the Agreement and the provisions of this Fourth Amendment, the provisions of this Fourth Amendment shall control.
3. The Fourth Amendment shall not constitute an amendment or waiver of any other provision of the Agreement or for any purpose except as expressly set forth herein. The Parties shall reserve all rights, remedies, powers and privileges under the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES ON FOLLOWING PAGE]

**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: provided on **03/03/2023**

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: **04/08/2024**, or such other later date as expressly agreed to in writing between the parties.

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 within 500 feet of, or encroaching on, easements or real property owned by TSP:  
**07/15/2024**

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:  
**03/01/2024**

In-Service Date(s): **06/01/2025**

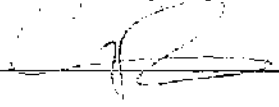
Scheduled Trial Operation Date: **08/01/2025**

Scheduled Commercial Operation Date: **04/15/2026**

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 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.

IN WITNESS WHEREOF, the Parties have caused this Fourth 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

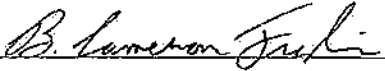
By: \_\_\_\_\_

Name: Caton Fenz

Title: Chief Executive Officer

Date: April 10, 2024

Cross Texas Transmission, LLC

By: \_\_\_\_\_

Name: B. Cameron Fredkin

Title: Chief Operating Officer

Date: April 10, 2024