



## **Filing Receipt**

**Filing Date - 2024-04-22 10:18:42 AM**

**Control Number - 35077**

**Item Number - 1787**



April 22, 2024

Filing Clerk  
Public Utility Commission of Texas  
1701 N. Congress Ave., Suite 8-100  
P.O. Box 13326  
Austin, TX 78711-3326

*RE: Project No. 35077; Informational Filing of ERCOT Interconnection Agreements  
Pursuant to Subst. R. § 25.195(e)*

Please find attached the Third Amendment to the Interconnection Agreement between Lone Star Transmission, LLC ("Lone Star" or "TSP") and Century Oak Wind Project, LLC ("Generator") for filing with the Public Utility Commission of Texas pursuant to 16 Tex. Admin. Code § 25.195(e). Because the Second Amendment contains deviations from the Standard Generation Interconnection Agreement, Lone Star has prepared this letter explaining the changes.

Exhibit E

Exhibit E has been replaced in its entirety and is attached to Amendment No. 3.

If you have any questions, please do not hesitate to contact me at (512) 236-3141 or by email at [tracy.davis@lonestar-transmission.com](mailto:tracy.davis@lonestar-transmission.com).

Sincerely,

A handwritten signature in black ink that reads "Tracy Davis". The signature is written in a cursive, flowing style.

Tracy C. Davis  
Managing Attorney  
Lone Star Transmission, LLC  
Telephone: (512) 236-3141  
Email: [tracy.davis@lonestar-transmission.com](mailto:tracy.davis@lonestar-transmission.com)

### **THIRD AMENDMENT TO INTERCONNECTION AGREEMENT**

This Third Amendment is made and entered into this 29th day of March, 2024 between **Lone Star Transmission, LLC** (“Transmission Service Provider”) and **Century Oak Wind Project, LLC** (“Generator”), hereinafter individually referred to as “Party,” and collectively referred to as “Parties.”

**WHEREAS**, the Transmission Service Provider and the Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed on October 1, 2021 (the “Agreement”); and

**WHEREAS**, the Generator desires to make a certain change to the security arrangement details in the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. Exhibit “E” is deleted in its entirety, and Exhibit “E”, attached to this Third Amendment is hereby added to the Agreement in lieu thereof.
2. Exhibit “E” attached to this Third Amendment will become effective upon execution of this Third Amendment by the 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 executed this First Amendment in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**Lone Star Transmission, LLC**

Daniel

By: Madru

Daniel Madru

Digitally signed by Daniel Madru  
DN: cn=Daniel Madru, o=Lone Star  
Transmission, ou,  
email=daniel.madru@lonestar-  
transmission.com, c=US  
Date: 2024.04.16 11:08:37 -05'00'



**Century Oak Wind Project, LLC**

DocuSigned by:

By:

*Ben Lindemier*

D52F5D52172B470...

Title: President

Date: 4/16/2024

Title: VP, Development

Date: 4/8/2024

**Exhibit “E”**  
**Security Arrangement Details**

On or before the date that Generator issues the written Notice to Proceed, Generator shall cause to be established (the date of such establishment shall be the “Security Effective Date”), and shall at all times through 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 the Agreement in accordance with its terms (the earlier of which shall be the “Final Expiration Date”), cause to be maintained in full force and effect a form of Security for the benefit of TSP in a commercially acceptable form consistent with this Exhibit E and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amount set forth in Table 1 below.

Table 1:			
Letter of Credit Milestones		Dollars	Date Due
Milestone I: CCN	\$	1,000,000	06/25/2021
Milestone II: Partial Security	\$	5,000,000	10/28/2021
Milestone III: Full Security	\$	17,850,000	12/01/2021
Total	\$	23,850,000	

Depending on the creditworthiness of the proposed guarantor, Generator may propose a Corporate Guaranty, which may or may not be acceptable Security. TSP requires that a guarantor providing any Corporate Guaranty on behalf of Generator shall maintain a senior unsecured credit rating of BBB- or the equivalent by Standard & Poor’s, Moody’s Investor Service, or Fitch Ratings, Inc. If Generator chooses to provide a Corporate Guaranty, it shall provide any financial reports requested by TSP upon execution of this Agreement and agrees to provide financial information concerning the guarantor as may be requested from time to time by TSP. If the creditworthiness of the proposed guarantor is acceptable to TSP, the Corporate Guaranty shall be in a form acceptable to TSP. If rated by one or more rating agencies and the ratings are split, the lowest rating should be the applicable standard.

Generator alternatively may provide Security through an “Irrevocable Standby Letter of Credit, which” shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), 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 Services (“Bank”). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom TSP certifies has succeeded to TSP’s right, title, and interest in and to this Agreement. Should TSP transfer such Irrevocable Standby Letter of Credit as stated above, Generator shall reimburse TSP for any costs it incurs from the Bank associated with such transfers.

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. In the event of a failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a “Term”), the first of which shall be effective on or before the Security Effective Date and the last of which shall expire no earlier than the Final Expiration Date; provided, that, the Irrevocable Standby Letter of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the Security Effective Date through the Final Expiration Date.

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 a 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 provide TSP with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit 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. The 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. In the event of a failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

In the event that an Irrevocable Standby 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 Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, 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. The 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. In the event of a failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Generator.

Per Exhibit "A" Section 8.3, TSP shall release the portion of the Security, and any renewed Security thereafter, for the TIF within five (5) business days after TSP has received notice from the Generator that the Plant has achieved Commercial Operation, and TSP has verified the same. Within five (5) business days after the Final Expiration Date, TSP shall (i) mark the Irrevocable Standby Letter of Credit, if any, then held by TSP as "CANCELLED" and shall return the cancelled Irrevocable Standby Letter of Credit to the Bank with instructions to cancel the Irrevocable Standby Letter of Credit, and shall send to Generator a copy of such cancelled Irrevocable Standby Letter of Credit and instructions for cancellation, and (ii) return all cash deposit(s), if any, then held by TSP to Generator.