



Filing Receipt

Filing Date - 2024-04-23 10:12:18 AM

Control Number - 35077

Item Number - 1791



April 23, 2024

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 First Amendment to Generation Interconnection Agreement (the “Amendment”) between Wind Energy Transmission Texas, LLC (“WETT”) and Flatland Solar Energy, LLC (“Flatland”) dated as of April 4, 2024, for filing at the Public Utility Commission of Texas (“PUCT”) pursuant to Substantive Rule 25.195(e).

WETT and Flatland entered into that certain Generation Interconnection Agreement dated as of December 1, 2023 (the “Agreement”) and filed the Agreement with the PUCT on December 12, 2023.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Attachment 1 to Exhibit “B” Notices to Proceed and Amount of Security to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Juliet K. Byabagye
Name: Juliet K. Byabagye
Title: Contracts Manager

FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT

This First Amendment To Generation Interconnection Agreement (this “Amendment”) between Wind Energy Transmission Texas, LLC (the “Transmission Service Provider” or “TSP”) and Flatland Solar Energy, LLC (the “Generator”) is made to be effective as of April 4, 2024 (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 1st 2023 (the “Original GIA”); and

WHEREAS, TSP and Generator desire to amend the Original 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 Original GIA.

2. Attachment 1 to Exhibit “B” Notices to Proceed and Amount of Security of the Original GIA is hereby deleted in its entirety and replaced with Attachment 1 to Exhibit “B” Notices to Proceed and Amount of Security attached to this Amendment.

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

4. TSP is dedicated to promoting sustainability and minimizing any environmental impacts through robust environmental, social, and governance (“ESG”) efforts. In performing under this Amendment, Generator shall at all times (i) comply with all applicable ESG laws and regulations and any ESG policies of TSP and (ii) use commercially reasonable efforts to recycle, reduce waste, and responsibly manage resources.

5. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. 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.

7. 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.

8. 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.

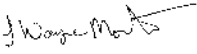
[SIGNATURE PAGE FOLLOWS.]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

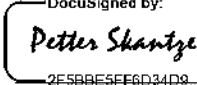
TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: 
Name: L. Wayne Morton
Title: CEO
Date: Apr 22, 2024

GENERATOR:

FLATLAND SOLAR ENERGY, LLC

By: 
Name: Petter Skantze
Title: Vice President
Date: April 18, 2024



Attachment 1 to Exhibit “B”

Notices to Proceed and Amount of Security

Anticipated Activities	Dates: Notice to Proceed & TSP Securities Due	Security Amounts \$USD
Initial engineering, bidding project, real estate acquisition Limited Notice to Proceed	Upon execution, which shall be no later than December 15, 2023	\$7,079,000.00
Award EPC contract, material procurement and construction Full Notice To Proceed	April 22, 2024	\$52,890,000.00
TOTAL SECURITY		\$59,969,000.00