



Filing Receipt

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Item Number - 1867



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

July 10, 2024

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 Sixth Amendment to the Interconnection Agreement (the “Agreement”), dated July 3, 2024, between Rayburn Country Electric Cooperative, Inc. (“Rayburn”) and BT Signal Ranch, LLC (“Signal Ranch”) (201NR0208), for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(e). Because the filed Agreement contains updates from the Fifth Amendment to the Interconnection Agreement dated September 22, 2023, Rayburn has prepared this letter explaining the changes and request that it be filed with the aforementioned interconnection agreement.

- Exhibit C of the Agreement has been amended by:

(a) Deleting Number 4 thereof in its entirety and replacing it with the following:

Number and size of Generating Unit:

“13 inverters with a 3.99 MW rating, 51.87 MW”

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

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

This **Sixth 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 date of last signature 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, and as amended by the Third Amendment to ERCOT Standard Generation Interconnection Agreement dated as of February 16, 2022, as amended by the Fourth Amendment to ERCOT Standard Generation Interconnection Agreement dated as of September 22, 2022 (as amended, the “**Agreement**”), as further amended by the Fifth Amendment to ERCOT Standard Generation Interconnection Agreement dated as of September 22, 2023; 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 Exhibit C of the Agreement. Exhibit C of the Agreement is hereby amended by deleting Number 4 thereof in its entirety and replacing it with the following:

Number and size of Generating Unit:

“13 inverters with a 3.99 MW rating, 51.87 MW”

The Parties will amend this Exhibit “C” as necessary to reflect any changes Generator makes to the number and size of generating units.

2. 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.

3. 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.

4. 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.

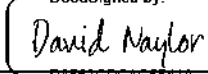
5. Miscellaneous. The Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the Agreement, this Amendment shall control. This Amendment may not be modified, supplemented or amended except by a written instrument executed by the Parties.

[Signature Page Follows]

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

BUYER:

**RAYBURN COUNTRY ELECTRIC
COOPERATIVE, INC.**

By: 
Name: David Naylor
Title: President/CEO
Date: 7/3/2024

SELLER:

BT SIGNAL RANCH, LLC

By: Adapture Solar Development, LLC,
its sole member

By: Adapture Renewables, Inc.,
its sole member

By: 
Name: David FitzGerald
Title: Senior Director of Project
Management and Engineering
Date: 7/3/2024