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Item Number - 1906



Thomas J. Yamin, P.E.
Director
Regulatory Transmission and Planning

August 21, 2024

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

**RE: Subject: Project No. 35077—Oncor Electric Delivery Company's Transmission
Contract Filing Pursuant to Subst. Rule 25.195(h)**

Find attached the Second Amendment to the Standard Generation Interconnection Agreement between Oncor Electric Delivery Company LLC and SP Jaguar Solar, LLC (SP Jaguar Solar & BESS) (24INR0038 & 24INR0039), dated July 24, 2024, for filing at the Public Utility Commission pursuant to Substantive Rule 25.195(h).

Sincerely,

A handwritten signature in black ink that reads "Thomas J. Yamin".

Thomas J. Yamin, P.E.
Director

**AMENDMENT NO. 2 TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT
SP Jaguar Solar, LLC
SP Jaguar Solar and BESS (24INR0038, 24INR0039)**

This Amendment No. 2 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement, dated September 12, 2022, between Oncor Electric Delivery Company LLC (“TSP”), a Delaware limited liability company, and SP-Jaguar Solar, LLC (“Generator”), (“Agreement”) is made and entered into this 24 day of July, 2024 between TSP and Generator, collectively referred to hereinafter as the Parties. In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

In consideration of the mutual promises and undertaking herein set forth and other good and valuable consideration, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit “B” to the Agreement is deleted in its entirety and replaced with the Exhibit “B” attached hereto and made a part hereof.
2. Exhibit “C”, Interconnection Details, Section 4 and 5 are hereby deleted in in their entirety and replaced with Exhibit “C”, Interconnection Details, Section 4 and 5 attached hereto and made a part hereof.
4. Number and size of Generating Units:
Jaguar Solar – 24INR0038: Four hundred fifteen (415) TMEIC PVU-L0840GR solar inverters, each rated at 0.765 MVA, with a total nameplate capacity of 317.475 MVA. The net output for the Plant will be 300 MW, measured at the generator terminals

Jaguar BESS - 24INR0039: Thirteen (92) inverters rated at 3.99 MVA each, with a total gross capacity of 367.23 MVA. The plant will be dispatched at 314.46 MW, measured at the generator terminals, and 300 MW, measured at the 34.5 kV bus.

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

5. Type of Generating Unit:

Jaguar Solar – 24INR0038
TMEIC PVU-L0840GR

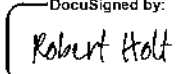
Jaguar BESS – 24INR0039
Power Electronics PCSM FP4200M

3. Exhibit "E" to the Agreement is deleted in its entirety and replaced with the Exhibit "E" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be signed by their respective duly authorized representatives

ONCOR ELECTRIC DELIVERY COMPANY
LLC

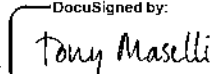
SP JAGUAR SOLAR LLC

BY:  DocuSigned by:
1A4F398A21AA462...
Signature

NAME: Robert Holt

TITLE: Director, Transmission Services

DATE: 7/24/2024 | 10:04:50 AM PDT

BY:  DocuSigned by:
1469769FD45E4D7...
Signature

NAME: Tony Maselli

TITLE: CEO

DATE: 7/24/2024 | 3:51:55 AM PDT

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) NA good faith negotiations, or (2) NA Designated by Generator upon failure to agree.

Date by which Generator must provide notice to proceed with design and procurement and provide security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **September 16, 2022**

Date by which Generator must provide notice to commence construction and provide security, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: **February 10, 2023**

In - Service Date:
November 14, 2024 (24INR0039) – Storage
November 14, 2025 (24INR0038) – Solar

Scheduled Trial Operation Date:
January 7, 2025 (24INR0039) – Storage
November 30, 2025 (24INR0038) – Solar

Scheduled Commercial Operation Date:
June 30, 2025 (24INR0039) – Storage
June 1, 2026 (24INR0038) – Solar

Date by which TSP will provide to Generator information for the WSL EPS Metering typical layout and installation details including CT and PT outlines: **October 13, 2023 (24INR0039) – Storage**

Date by which Generator will provide to TSP complete One Line Diagrams to show in detail the BESS System from the Point of Interconnection and EPS WSL Metering Point through the batteries to ground: **September 14, 2023 (24INR0039) – Storage**

Date by which Generator will provide drawings showing in detail the proposed location and installation of TSP's WSL EPS Metering equipment: **January 12, 2024 (24INR0039) – Storage**

Date by which TSP will provide the Generator the WSL EPS Metering instrument transformers for installation in Generator Collector Station: **February 14, 2024 (24INR0039) – Storage**

Date by which Generator will complete the installation of WSL EPS Metering instrument transformers for TSP termination and testing: **August 14, 2024 (24INR0039) – Storage**

Date by which TSP will submit the Metering Design Proposal to ERCOT:
May 14, 2024

Date by which Generator will provide its proposed protection system design to TSP in accordance with Attachment 3 to Exhibit "C": **June 14, 2024**

Date by which Generator will provide its proposed protection system device settings and other Information to TSP in accordance with Attachment 3 to Exhibit "C":
September 14th, 2024 (24INR0039) – Storage
September 14, 2025 (24INR0038) – Solar

Date by which Generator will provide its proposed names of its equipment, as referenced in Exhibit "C", to TSP:
March 15, 2024 (24INR0039) – Storage
March 18, 2025 (24INR0038) – Solar

Date by which Generator will make contact with TSP to provide a contact for TSP Right of Way coordination: **October 6, 2023**

Date by which TSP must take ownership or possession of the deed or easement(s), in accordance with Exhibit "C", for property for the TIF, so that TSP may maintain schedule to meet the In-Service Date: **April 5, 2024**

Date by which Generator must have removed or relocated any existing Generator or third party underground and aboveground facilities from the property where the Tiger Creek Switch will be constructed to a location acceptable to TSP and have caused any existing Generator or third party easements on such property to be terminated, as referenced in Exhibit "C": **March 29, 2024**

Date by which TSP will provide preliminary exhibits for the deeds/easements/rights of way for **Tiger Creek Switch** and entrance drive, the All-Weather Road, and the associated transmission lines, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **November 6, 2023**

Date by which TSP will provide final exhibits for the deeds/easements/rights of way for **Tiger Creek Switch** and entrance drive, the All-Weather Road, and the associated transmission lines, pursuant to Exhibit C, so that TSP may maintain schedule to meet the In-Service Date: **January 5, 2024**

Date by which Generator will provide to TSP site drawings showing the proposed routes and locations of all generating units, transmission lines, distribution lines, and roads planned to be constructed by Generator in reference to existing landmarks or structures:
March 4, 2024 (24INR0039) – Storage
March 3, 2025 (24INR0038) – Solar

Date by which Generator will have in place the communication facilities specified in Exhibit C:
October 4, 2024

Date by which Generator will provide its design of the facilities and operating scheme to comply with the reactive power requirements specified in Exhibit C, when the plant is not generating real power into the ERCOT grid:

May 14, 2024 (24INR0039) – Storage

May 14, 2025 (24INR0038) – Solar

Date by which Generator will provide its design of the facilities to comply with the unit reactive power requirements specified in Exhibit C, when the plant is generating real power into the ERCOT grid:

May 14, 2024 (24INR0039) – Storage

May 14, 2025 (24INR0038) – Solar

Date by which Generator will make contact with TSP to select the tap position of Generator's main power transformer(s) pursuant to Exhibit C: **May 14, 2024**

Date by which Generator will have its transmission line at the TSP Point of Interconnection installed for TSP's jumper terminations: **September 13, 2024**

Date by which the Generator will have the Generator breaker(s), system protective equipment (including fiber termination and testing), and any equipment necessary for station to station relaying and SCADA communications installed and ready for acceptance and functional trip testing with TSP to ensure proper functioning:

October 14, 2024 (24INR0039) – Storage

October 14, 2025 (24INR0038) – Solar

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".

Exhibit "E"

Security Arrangement Details

Effective on or before **September 16, 2022**, Generator shall cause to be established (the date of such establishment shall be the "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 an "Irrevocable Standby Letter of Credit" 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 as set forth below. "Irrevocable Standby Letter of Credit" 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 and "A3" by Moody's Investor Service ("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 and "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. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and 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 Effective Date and the last of which shall expire on 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 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 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. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and 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. Failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6, and 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.

The financial security shall provide surety to TSP on the following effective dates in the cumulative amounts set forth below:

Effective Date Security Amount

On or before September 16, 2022 \$ 5,636,974.00

On or before of February 10, 2023 \$ 12,526,609.00

The Parties agree that the total security requirement for both GINR 24INR0038 and GINR 24INR00039 will remain in place until the following event(s) occur; a) Commercial Operation Date as provided in Exhibit B is obtained and confirmed with ERCOT for GINR 24INR0038 and confirmed with ERCOT at which time the remaining security amount can be released or,