



## **Filing Receipt**

**Filing Date - 2024-11-12 04:15:02 PM**

**Control Number - 35077**

**Item Number - 1978**



November 12, 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 Fourth Amendment to Amended and Restated Generation Interconnection Agreement (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and BURKSOL LLC ("BURKSOL") dated as of November 5, 2024, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and BURKSOL entered into that certain Amended and Restated Generation Interconnection Agreement dated as of November 17, 2022 (the "Agreement") and filed the Agreement with the PUCT on November 29, 2022. WETT and BURKSOL subsequently entered into that certain First Amendment to Amended and Restated Generation Interconnection Agreement dated as of December 29, 2022 (the "First Amendment") and filed the First Amendment with the PUCT on January 5, 2023. WETT and BURKSOL subsequently entered into that certain Second Amendment to Amended and Restated Generation Interconnection Agreement dated as of May 23, 2023 (the "Second Amendment") and filed the Second Amendment with the PUCT on June 5, 2023. WETT and BURKSOL subsequently entered into that certain Third Amendment to Amended and Restated Generation Interconnection Agreement dated as of April 4, 2024 (the "Third Amendment") and filed the Third Amendment with the PUCT on April 15, 2024.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement except for altering certain details included in Exhibit "B" Time Schedule and Exhibit "D" Notice and EFT Information to the Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

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

WIND ENERGY TRANSMISSION TEXAS, LLC  
1901 Capital Parkway, Suite 200  
Austin, Texas 78746  
WWW.WINDENERGYOFTexas.COM

Phone: 737.218.4517

Fax: 512.279.7398

## **FOURTH AMENDMENT TO AMENDED AND RESTATED GENERATION INTERCONNECTION AGREEMENT**

This Fourth Amendment To Amended and Restated Generation Interconnection Agreement (this “Amendment”) between Wind Energy Transmission Texas, LLC (the “Transmission Service Provider” or “TSP”) and BURKSOL LLC (the “Generator”) is made to be effective as of November 5, 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 Amended and Restated Generation Interconnection Agreement dated as of November 17, 2022 (the “GIA”); and

WHEREAS, the Parties subsequently entered into that certain First Amendment To Amended and Restated Generation Interconnection Agreement dated as of December 29, 2022 (the “First Amendment”); and

WHEREAS, the Parties subsequently entered into that certain Second Amendment To Amended and Restated Generation Interconnection Agreement dated as of May 23, 2023 (the “Second Amendment”); and

WHEREAS, the Parties subsequently entered into that certain Third Amendment To Amended and Restated Generation Interconnection Agreement dated as of April 4, 2024 (the “Third Amendment”); and

WHEREAS, TSP and Generator desire to amend the GIA, as amended by the First Amendment, Second Amendment, and Third Amendment (hereinafter the “Amended 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 Amended GIA.

2. Exhibit “B” Time Schedule of the Amended GIA is hereby amended by replacing the In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date with the following:

|                                      |                                 |
|--------------------------------------|---------------------------------|
| “In- Service Date(s):                | <b><u>November 20, 2024</u></b> |
| Scheduled Trial Operation Date:      | <b><u>December 12, 2024</u></b> |
| Scheduled Commercial Operation Date: | <b><u>March 12, 2025</u></b>    |

3. Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement of the Amended GIA is hereby replaced in its entirety with the Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement attached to this Amendment:

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

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.

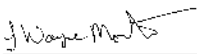
[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO  
FOURTH AMENDMENT TO AMENDED AND RESTATED 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: Nov 6, 2024

**GENERATOR:**

BURKSOL LLC 

By: Rishad Olpadwala rishad.olpadwala@esvolta.com  
Name: Rishad Olpadwala rishad.olpadwala@esvolta.com  
Title: Authorized Signatory  
Date: 11/6/2024 | 9:50:11 AM PST

**Exhibit "D"****Notice and EFT Information of the Generation Interconnection Agreement**

|   |  |
|---|--|
| (a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:  |  |
| <p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC<br/> Attn: Operations Director<br/> 1901 Capital Parkway, Suite 200<br/> Austin, Texas, 78746<br/> 24 Hour Telephone: (737) 218-4580<br/> Operational/Confirmation Fax: (512) 279-7398<br/> E-mail: <a href="mailto:vrozhanskyy@wetllc.com">vrozhanskyy@wetllc.com</a></p> | <p>If to Generator:</p> <p>Burksol, LLC<br/> Attn: Nicholas Peri<br/> 100 Bayview Circle, Ste 340<br/> Newport Beach, CA 92660<br/> 24 Hour Telephone: (909) 529-0581<br/> Operational/Confirmation Fax: N/A<br/> E-mail: <a href="mailto:Assetmanagement@esvolta.com">Assetmanagement@esvolta.com</a></p>   |
| (b) Notices of an administrative nature:  |  |
| <p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC<br/> Attn: Contracts Manager<br/> 1901 Capital Parkway, Suite 200<br/> Austin, Texas, 78746<br/> Phone: (737) 218-4517<br/> Fax: (512) 279-7398<br/> E-mail: <a href="mailto:jbyabagye@wetllc.com">jbyabagye@wetllc.com</a></p>  | <p>If to Generator:</p> <p>Burksol, LLC<br/> Attn: Legal Notices<br/> 100 Bayview Circle, Ste 340<br/> Newport Beach, CA 92660<br/> Phone: (949) 330-6300<br/> E-mail: <a href="mailto:Legal@esvolta.com">Legal@esvolta.com</a></p>  |
| (c) Notice for statement and billing purposes:  |  |
| <p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC<br/> Attn: Chief Financial Officer<br/> 1901 Capital Parkway, Suite 200<br/> Austin, Texas, 78746<br/> Phone: (737) 218-4530<br/> E-mail: <a href="mailto:accounting@wetllc.com">accounting@wetllc.com</a></p>   | <p>If to Generator:</p> <p>Burksol LLC<br/> 100 Bayview Circle, Ste 340<br/> Newport Beach, CA 92660<br/> Phone: (949) 330-6300<br/> E-mail: <a href="mailto:accountspayable@esvolta.com">accountspayable@esvolta.com</a></p>  |
| (d) Information concerning electronic funds transfers:  |  |
| <p>If to TSP:</p> <p>Wind Energy Transmission Texas, LLC<br/> Attn: Chief Financial Officer<br/> 1901 Capital Parkway, Suite 200<br/> Austin, Texas, 78746<br/> Phone: (737) 218-4530<br/> E-mail: <a href="mailto:accounting@wetllc.com">accounting@wetllc.com</a></p>   | <p>If to Generator:</p> <p>JP Morgan Chase Bank N.A.<br/> <u>For ACH Delivery:</u><br/> Primary Bank Routing Number: 021000021<br/> Account Number: 570616030<br/> Account Name: esV Intermediate Holdco, LLC<br/> <u>For Wire Transfers:</u><br/> Bank Routing Number: 021000021<br/> SWIFT Code: CHASUS33<br/> General Bank Reference Address:</p> |

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|--|---|
|  | JPMorganChase New York, NY 10017<br>Account Number: 570616030<br>Account Name: esV Intermediate Holdco, LLC |
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