



Filing Receipt

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Item Number - 2036



January 8, 2025

Central Records
Public Utility Commission of Texas
1701 N. Congress Ave.
Austin, TX 78711

Re: *Project No. 35077; Informational Filing of ERCOT Interconnection Agreements
Pursuant to Subst. R. § 25.195(e) Third Amendment to Generator
Interconnection Agreement*

Please find attached the Third Amendment to the Standard Generation Interconnection Agreement between Lone Star Transmission, LLC ("Lone Star") and Innovative Solar 245, LLC ("Generator") for the Indigo Solar Project for filing with the Public Utility Commission of Texas pursuant to 16 Tex. Admin. Code (TAC) § 25.195(e). Because the Agreement contains deviations from the Standard Generation Interconnection Agreement, Lone Star has prepared this letter explaining the changes and requests that it be filed with the Agreement.

Exhibit E

Exhibit E has been replaced in its entirety and is attached to Amendment No. 2.

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.

Sincerely,

A handwritten signature in cursive script that reads "Tracy Davis".

Tracy Davis
Managing Attorney
Lone Star Transmission, LLC

THIRD AMENDMENT TO INTERCONNECTION AGREEMENT

This Third Amendment is made and entered into this 31st day of December, 2024 between **Lone Star Transmission, LLC** ("Transmission Service Provider") and **Innovative Solar 245, LLC** ("Generator"), hereinafter individually referred to as "Party," and collectively referred to as "Parties."

WHEREAS, the Transmission Service Provider and GGS Energy, LLC, then the Generator, entered into that certain ERCOT Standard Generation Interconnection Agreement executed on September 15, 2022 (the "Agreement"); and

WHEREAS, the Parties have agreed to the transfer of that certain ERCOT Standard Interconnection Agreement executed on September 15, 2022 from GGS Energy, LLC to Innovative Solar 245, LLC; and

WHEREAS, the Parties have agreed to make certain modifications to Exhibit "E";

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

1. Exhibit "E" are deleted in their entirety, and Exhibit "E", attached to this Third Amendment are 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 Third Amendment in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Lone Star Transmission, LLC

By: Daniel Madru
Daniel Madru

Title: President

Date: 01/02/2025

Innovative Solar 245, LLC

By: Philip Carafiello
Philip Carafiello

Title: Vice President

Date: December 31, 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:		
Financial Security Milestones	Dollars	Date Due
Milestone I: Initial Security	\$ 19,660,000	Received on 2/11/2024
Milestone II: Remaining Security	\$ 5,320,000	2/11/2025
Total	\$ 24,980,000	

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.