



Filing Receipt

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CROSS TEXAS TRANSMISSION, LLC
1122 S. Capital of Texas Highway
Cityview Center Suite 100
Austin, Texas 78746-0005

February 5, 2025

Filing Clerk
Public Utility Commission of Texas
1701 North Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326

Re: Docket No. 35077 – Cross Texas Transmission, LLC's Generation
Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Enclosed is a copy of the First Amendment to the Interconnection Agreement
between Cross Texas Transmission, LLC ("CTT") and IP Meitner, LLC for filing at the
Public Utility Commission of Texas pursuant to Substantive Rule 25.195(e).

Please contact me at (512) 982-5734 if you have any questions regarding this filing.

Respectfully submitted,

A handwritten signature in black ink, reading "Robert C. Mechler", followed by a vertical line.

Robert C. Mechler
Associate Vice President

Enclosure

FIRST AMENDMENT TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This First Amendment ("First Amendment") to that certain ERCOT Standard Generation Interconnection Agreement by and between Cross Texas Transmission, LLC ("TSP") and IP Meitner, LLC ("Generator") (collectively, the "Parties"), dated April 19, 2024 (the "Agreement"), is made and entered into and shall be effective this 4th day of February, 2025.

In consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows:

1. Exhibit "B" is deleted in its entirety and replaced with the Exhibit "B" attached hereto.
2. Exhibit "E" is deleted in its entirety and replaced with the Exhibit "E" attached hereto.
3. Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms. In the event of any conflict between the provisions of the Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall control.
4. The First Amendment shall not constitute an amendment or waiver of any other provision of the Agreement or for any purpose except as expressly set forth herein. The Parties shall reserve all rights, remedies, powers and privileges under the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed by their duly authorized representatives, in duplicate originals, each of which shall constitute and be an original effective amendment to the Agreement.

IP Meitner, LLC

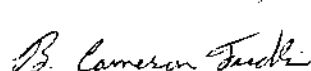
By: 

Name: Simon Ross

Title: Chief Commercial Officer

Date: February 4, 2025

Cross Texas Transmission, LLC

By: 

Name: B. Cameron Fredkin

Title: Chief Operating Officer

Date: 02/04/2025

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

Dates by which Generator must provide applicable security, so that TSP may maintain schedule to meet the In-Service Date: **as specified in Exhibit "E"**

Date by which Generator must provide notice to proceed with design and procurement, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: **05/01/2024**

Date by which Generator will provide to TSP site drawings showing the proposed routes of all transmission lines, distribution lines, collector lines and roads planned to be constructed by Generator: **07/31/2024**

Date by which deed or easement(s) referenced in Exhibit "C," Section 12(e), must be conveyed by Generator (or another third party at Generator's direction) to TSP so that TSP may maintain schedule to meet the In-Service Date: **01/10/2026**

Date by which Generator must provide notice to proceed, as specified in Sections 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date: **09/01/2025**

In-Service Date(s): **04/30/2027**

Scheduled Trial Operation Date: **05/30/2027**

Scheduled Commercial Operation Date: **04/30/2028**

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." The Parties acknowledge and agree that the Generator's failure to meet the milestone dates set forth above (i) may cause the need for additional or revised studies to be performed or other reasonably related conditions or obligations to be fulfilled, and (ii) will result in adjustments to the Scheduled Trial Operation Date, Scheduled Commercial Operation Date, and In-Service Date, which adjustments shall be determined by the TSP in its reasonable discretion. The Parties further acknowledge and agree that ERCOT may require additional studies at any time due to changing system conditions or otherwise and that this Agreement is subject to revision as necessary based on the outcome of any such additional studies.

EXHIBIT "E"

SECURITY ARRANGEMENT DETAILS

"Bank" means a major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least two of the three listed major rating agencies: "A-" by Standard & Poor's, "A3" by Moody's Investor Service, or "A-" by Fitch Ratings Inc.

"Business Days" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are permitted or required to be closed.

"Final Expiration Date" means 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 this Agreement in accordance with its terms.

"Letter of Credit" means an irrevocable, transferable standby letter of credit issued by a Bank substantially in the form attached hereto as Exhibit "E-1" with such changes that are acceptable to TSP, which acceptance shall not be unreasonably withheld.

"Required Security Amount" means, as of any date of measurement, the amount of Security then required to have been provided by Generator to TSP in accordance with this Exhibit "E."

"Security" means one (1) or more Letters of Credit or a cash deposit, or a combination thereof, for the benefit of TSP, or other security arrangements that are acceptable to the TSP.

"Security Effective Date" means the earlier to occur of (i) the date on which Generator provides TSP with the required Security, or (ii) the effective date of suspension, cancellation, or termination of the Meitner Solar Project or the associated Meitner Solar IA, as those terms are defined in Exhibit "A." As a condition to TSP's obligation to plan, license, engineer, design, procure equipment and material, and construct the TIF described in Exhibit "C," TSP requires Security in an amount totaling \$97,300,000. Because the Meitner Solar Project has committed to providing in full this Security for the TIF and TSP does not anticipate at the time of execution of this Agreement that it will need to construct additional TIF to interconnect the Meitner Wind Project, as that term is defined in Exhibit "C," TSP is not requiring Generator to provide Security beyond those set forth in the Meitner Solar IA at this time. However, in the event that the required Security is not or will not be provided in accordance with the schedule set forth in Exhibit "E" of the Meitner Solar IA, or the Meitner Solar Project fails to maintain the required Security in accordance with the Meitner Solar IA, including any amendments to the required Security or schedule, and listed below for any reason, including without limitation due to the suspension, cancellation, or termination of the Meitner Solar Project and/or the Meitner Solar IA, Generator shall immediately provide, subject to the cure period set forth in Section 10.6 of Exhibit "A," required Security upon written demand by TSP, as required pursuant to Section 8.3 of Exhibit "A," according to the following schedule (for any dates that have passed from the date of the written demand by TSP for Generator to provide the required Security, Generator shall provide the sum of those required Security amounts to TSP within twenty (20) business days of receipt of such written demand):

- Deadline for first Security installment in the amount of \$1,700,000: 02/14/2024
- Deadline for second Security installment in the amount of \$1,200,000 (for an aggregate of \$2,900,000 of Security): 05/15/2024
- Deadline for third Security installment in the amount of \$1,350,000 (for an aggregate of \$4,250,000 of Security): 02/06/2025
- Deadline for fourth Security installment in the amount of \$8,650,000 (for an aggregate of \$12,900,000 of Security): 04/30/2025
- Deadline for fifth Security installment in the amount of \$31,000,000 (for an aggregate of \$43,900,000): 09/19/2025
- Deadline for sixth Security installment in the amount of \$53,400,000 (for an aggregate of \$97,300,000): 05/27/2026

In accordance with Section 8.3 of Exhibit "A," any repayment or return of Security provided to TSP by Generator as a cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT.

From the Security Effective Date, Generator shall cause to be established and at all times through the Final Expiration Date cause to be maintained in full force and effect Security consistent with this Exhibit "E" and acceptable to TSP. Generator's failure to deliver or maintain the Security in the amount and within the time period set forth within this Agreement and Exhibit "E" shall be deemed a Default under Section 10.6 of Exhibit "A" of this Agreement and this Agreement may be terminated immediately if Generator fails to cure same within the cure period provided for in Section 10.6.

If at any time the credit rating of the issuing Bank is reduced for any reason to less than "A-" by Standard & Poor's, "A3" by Moody's Investor Service, or "A-" by Fitch Ratings, Inc., such that the Bank no longer is supported by a credit rating by at least two of the three listed major rating agencies, Generator shall replace the affected Letter of Credit with another Letter of Credit in a form acceptable to TSP of the same amount and with the same beneficiary from another Bank within fifteen (15) Business Days of the date of such event. If Generator fails to provide an acceptable substitute Letter of Credit within the time period specified above, TSP may draw upon the existing Letter of Credit and retain the proceeds as Security.

In the event a 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 Letter of Credit at least thirty (30) days in advance of such expiration, TSP shall have the right to draw upon the expiring Letter of Credit and retain as security the full amount of the expiring Letter of Credit. The substitute Letter of Credit shall be in a form acceptable to TSP of the same amount and with the same beneficiary.

TSP may by written notice to Generator require Generator to increase the Security from time to time if TSP determines in its reasonable discretion that the remaining Security is not adequate to cover the costs that TSP then reasonably estimates could become payable pursuant to this

Agreement. Together with such notice, TSP will provide Generator with relevant documentation supporting TSP's determinations regarding the need for additional Security. Generator shall tender any such increase to TSP within thirty (30) days of such notice. Failure to deliver the increase in Security in the amount and within the period set forth within this Agreement and this Exhibit "E" shall be deemed a Default under Section 10.6 of this Agreement, and this Agreement may be terminated immediately if Generator fails to cure same within the cure period provided for in Section 10.6. Provided that such increase in Security is provided on behalf of the Meitner Solar Project pursuant to the Meitner Solar IA, TSP's written notice to Generator of the increase to the Security shall not obligate Generator to provide such additional required Security unless and until such required additional Security is not or will not be provided for the Meitner Solar Project or such Security is not maintained in accordance with the Meitner Solar IA for any reason. In such case, TSP shall provide Generator written demand for additional Security and Generator shall tender the additional Security to TSP in accordance with the above provisions.