



## **Filing Receipt**

**Filed Date - 2026-02-09 02:07:14 PM**

**Control Number - 35077**

**Item Number - 2404**



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

February 9, 2026

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 Middlebrook Solar, LLC (Middlebrook Solar & Middlebrook BESS) (24INR0418 & 25INR0215), dated January 20, 2026, 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". The signature is written in a cursive, flowing style.

Thomas J. Yamin, P.E.  
Director

**AMENDMENT NO. 2 TO  
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT  
MIDDLEBROOK SOLAR – GINR 24INR0418  
MIDDLEBROOK BESS – GINR 25INR0215**

This Amendment No. 2 (“Amendment”) to the ERCOT Standard Generation Interconnection Agreement by and between Oncor Electric Delivery Company LLC (“Transmission Service Provider”) and Middlebrook Solar LLC (“Generator”), dated July 21, 2025 (“Agreement”) is made and entered into this 1st day of January, 2026, between Transmission Service Provider and Generator, both hereinafter sometimes referred to collectively as the “Parties.”

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

1. This Amendment shall be effective upon execution by both Parties.
2. Exhibit “E”, Security Arrangement Details, to the Agreement is hereby deleted in its entirety and replaced with the Exhibit “E”, Security Arrangement Details, attached hereto and made a part hereof.
3. Except as provided above, the Agreement will remain in effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 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.

ONCOR ELECTRIC DELIVERY COMPANY  
LLC

BY:   
Signature

NAME: Robert Holt

TITLE: Director, Transmission Services

DATE: 1/20/2026 | 7:28:08 AM PST

MIDDLEBROOK SOLAR LLC

BY:   
Signature

NAME: Harold E. Coulby, Jr.

TITLE: CEO

DATE: January 16, 2026

## **Exhibit "E"**

### **Security Arrangement Details**

Effective on or before **July 24, 2025**, 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 notifications from Generator and ERCOT 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 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. 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 Irrevocable Standby Letter of Credit shall provide surety to TSP on the following effective dates in the amounts set forth below:

<u>Effective Date</u>	<u>Surety Amount</u>
On or before <b>July 24, 2025</b>	<b>\$24,521,094*</b>
On or before <b>January 23, 2026</b>	<b>\$180,948</b>

\*TSP acknowledges that Generator has requested that (i) this Agreement, and in particular the TIF described herein and the associated financial security required hereunder, be amended at the time that certain Standard Generation Interconnection Agreement for Spindletop Solar – 271NR0313 and Storage – 271NR0314 (the “Spindletop SGIA”) is executed by and between TSP and Spindletop Solar and Storage and (ii) that the letter of credit delivered to TSP by Generator pursuant to this Agreement be assigned to Spindletop Solar and Storage upon execution of the Spindletop SGIA. TSP agrees to such amendment and assignment provided TSP, in its sole discretion, is satisfied that the financial security under both this Agreement and the Spindletop SGIA is at all times sufficient to protect TSP from financial risk related to the TIF described in this Agreement and the Spindletop SGIA. Notwithstanding the foregoing, TSP shall have no obligation to proceed with the requested amendment to this Agreement and assignment of the letter of credit if TSP is not satisfied with the terms thereof. \*