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PUBLIC UTILITY COMMISSION  
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**Sharyland Utilities, L.P.**

600 Congress Avenue, Suite 2000

Austin, Texas 78701

(512) 721-2661

Fax: (512) 322-9233

June 22, 2016

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

Re: Project No. 35077 - Amendment No. 2 to the Generation Interconnection Agreement between Sharyland Utilities, L.P. and Horizon Wind Energy Panhandle I LLC

Dear Ms. Clark:

Please find enclosed Amendment No. 2 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and Horizon Wind Energy Panhandle I LLC for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The underlying Agreement was filed in this project on March 18, 2014, and Amendment No. 1 to the Agreement was filed on June 8, 2015. The enclosed Amendment No. 2 sets forth amended Exhibit B to the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Alicia Rigler", with a long horizontal line extending to the right.

Alicia Rigler  
*Counsel for Sharyland Utilities, L.P.*

Enclosure

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Project No. 35077

Amendment No. 2

to the

ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P.

and

Horizon Wind Energy Panhandle I LLC

June 8, 2016

MW

AMENDMENT NO. 2 TO THE  
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT  
BETWEEN  
SHARYLAND UTILITIES, L.P.  
AND  
HORIZON WIND ENERGY PANHANDLE I LLC

This Amendment No. 2 to the ERCOT Standard Generation Interconnection Agreement between Sharyland Utilities, L.P. and Horizon Wind Energy Panhandle I LLC ("Amendment") is made and entered into on this 8th day of June, 2016 by and between Sharyland Utilities, L.P ("Transmission Service Provider"), and Horizon Wind Energy Panhandle I LLC ("Generator"), hereinafter sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain ERCOT Standard Generation Interconnection Agreement, dated as of February 14, 2014 (as amended, the "Interconnection Agreement");

WHEREAS, the Interconnection Agreement provides terms and conditions that allow for amendment of the Interconnection Agreement as mutually agreed by the Parties;

WHEREAS, the Generator has requested to change the Time Schedule (Exhibit B) and Interconnection Details (Exhibit C) and

WHEREAS, the Parties intend to amend the Interconnection Agreement in accordance with the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

I. CAPITALIZED TERMS

Unless expressly referenced and modified herein, capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement.

II. AMENDMENT TO THE AGREEMENT

1. The terms of this Amendment shall become effective on the date first written above, subject to Governmental Authority approval, if required.

2. Exhibit "B" (Time Schedule) to the Interconnection Agreement is hereby replaced in its entirety with Exhibit "B" attached hereto as Attachment A.

III. RATIFICATION OF OTHER TERMS

All other terms and conditions of the Interconnection Agreement that are not specifically amended by this Amendment, including the remaining Exhibits, shall remain unchanged and are hereby ratified by the Parties and shall continue to be in full force and effect.

IV. MULTIPLE COUNTERPARTS

This Amendment may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument. Each of the persons signing below represents and warrants that he or she is authorized to execute this Amendment on behalf of the Party indicated.

*[Signature page to follow]*

*MW*

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Amendment to be duly executed by the persons set forth below in their respective capacities.

**Sharyland Utilities, L.P.**

KRF By: Mark E. Caskey  
Mark E. Caskey, P.E.  
President

Date: JUNE 9, 2016

**Horizon Wind Energy Panhandle I LLC**

By: Steve Irvin  
Name: Steve Irvin  
Title: Executive Vice President, Central Region

By: Bernardo Goarmon  
Name: Bernardo Goarmon  
Title: Executive Vice President, Finance

Date: 6/15/2016

Attachment A

**“Exhibit “B”  
Time Schedule**

Interconnection Option chosen by Generator (check one):  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.

*Generator must provide engineering and design security within 30 days of execution of this SGIA, equivalent to 10% (\$216,900.00) of the TIF estimated cost (\$2,169,000.00).*

*The Parties acknowledge that EDP Renewables North America LLC (“EDPR NA”), formerly known as Horizon Wind Energy, LLC, and the parent company of Generator, and Sharyland are parties to that certain Developer Agreement entered into as of May 2010 (“CREZ Developer Agreement”), pursuant to which EDPR NA provided “Transmission Facility Collateral”. The Parties agree that the Generator’s provision of engineering and design security is deemed to be “IA Collateral” as defined in the CREZ Developer Agreement. Upon receipt of the Generator’s engineering and design security, Sharyland will release and cancel the “Transmission Facility Collateral” provided by EDP Renewables North America LLC pursuant to the CREZ Developer Agreement.*

*Date by which generator must provide notice to proceed with procurement and provide security, equivalent to 50% (\$1,084,500.00) of the TIF estimated cost (\$2,169,000.00), as specified in Section 4.2 by September 15, 2016, so that TSP may maintain schedule to meet the In-Service Date.*

*Date by which generator must provide notice to commence construction, and provide security, equivalent to 40% (\$867,600.00) of the TIF estimated cost (\$2,169,000.00), as specified in Section 4.3, by December 15, 2016, so that TSP may maintain schedule to meet the In-Service Date.*

In - Service Date(s): September 1, 2017

[Notes: (1) In the event that it is not necessary for all facilities associated with the TIF to be completed on the same date, this entry may consist of multiple dates to reflect the staged completion of the TIF to meet those needs. (2) In-Service Date(s) can be expressed as either a specific date or expressed as a defined number of months after all conditions under Sections 4.2 and 4.3 have been satisfied.]

Scheduled Trial Operation Dates: September 2, 2017 – October 30, 2017

Scheduled Commercial Operation Date: October 31, 2017

Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the date and time of this Exhibit B”