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Addendum StartPage: 0

PUC Project No. 35077

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**1st AMENDMENT TO THE
ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

FILED FOR RECORD
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Between

LCRA Transmission Services Corporation

and

Horse Hollow Generation Tie, LLC

June 11, 2019

**FIRST AMENDMENT TO
ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT**

This First Amendment ("Amendment") is made and entered into this 11th day of JUNE 2019, by and among LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Horse Hollow Generation Tie, LLC ("Generator"), collectively referred to hereinafter as the Parties.

WHEREAS, the Transmission Service Provider and the Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed June 26, 2009 (the "Agreement");

WHEREAS, Generator has requested, through ERCOT generation interconnection request 17INR0053, the interconnection of an additional 44-MW of generation output capacity from its upgraded existing generation interconnection facilities. The Facilities Study, completed by TSP as part of the Full Interconnection Study, confirmed that no physical modifications to the TIF are required to accommodate this additional generation capacity; and

WHEREAS, the TSP shall modify and submit to ERCOT, the EPS metering proposal and other associated documentation as necessary to accommodate this additional generation capacity.

NOW, THEREFORE, 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 the Exhibit "B" attached to this Amendment is hereby added to the Agreement in lieu thereof.

2. Exhibit "C" Item 4 of the Agreement is deleted in its entirety and replaced with the following:

"4. Number and size of Generating Units (the Plant): 893.5 MW (nominal) wind generation that can be switched between transmission interconnections pre-existing in Taylor and Nolan Counties and this Point of Interconnection in Kendall County. This generation tie includes the 770.4 MW Horse Hollow Wind Energy Center comprised of 291 GE 1.62 megawatt wind turbines and 130 Siemens 2.3 megawatt wind turbines; and the 123.1 MW Callahan Divide Wind Energy Center comprised of 76 GE 1.62 MW wind turbines."

3. Exhibits "D" and "E" are deleted in their entirety and the Exhibits "D" and "E" attached to this Amendment are hereby added to the Agreement in lieu thereof.

4. Exhibits "B", "D" and "E" attached to this Amendment will become effective upon execution of this 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.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

Horse Hollow Generation Tie, LLC

Signature: _____

By: _____

Title: _____

Daniel Gerard
Vice President

Date: _____

06/07/2019

LCRA Transmission Services Corporation

Signature: _____

By: Sergio Garza P.E.

Title: Vice President, LCRA Transmission
Design and Protection

Date: _____

JUNE 11, 2019



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

Date by which Generator must provide to TSP written notice to proceed and full security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: N/A

In - Service Date(s): **No earlier than 60 days following the execution of this amendment**

Scheduled Trial Operation Date: June 26, 2019

Scheduled Commercial Operation Date: June 26, 2019

If Generator: i) notifies TSP that it does not intend to complete the full build-out of its Plant to achieve Commercial Operation as set forth in this Exhibit "B"; or ii) fails to complete the Commercial Operation of its Plant by June 26, 2019, then the Agreement shall be amended to define the Plants in Exhibit "C" Item 4 to mean the Plants as then constructed and connected to the TIF (in no case more than 893.5 MW in aggregate) and shall exclude any uncompleted portion of the Plant that remains to be built-out.

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.

Exhibit "D"
**Notice and EFT Information of the ERCOT Standard 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:

To: Horse Hollow Generation Tie, LLC
Company Name: Horse Hollow Generation Tie, LLC.
Attn: Hannes Grobler
700 Universe Blvd
Juno Beach, FL 33408
24 Hour Telephone (561) 304-6178
Email: HANNES.GROBLER@nexteraenergy.com

To: LCRA Transmission Services Corporation
Company Name: LCRA
Attn: Vice President, LCRA Transmission System
Operations
P.O. Box 220
Austin, TX 78767
Operational/Confirmation Fax: (512) 730-6311
24 Hour Telephone: 1 (800) 223-7622
E-mail: john.warren@lcra.org

(b) Notices of an administrative nature:

To: Horse Hollow Generation Tie, LLC
Company Name: Horse Hollow Generation Tie, LLC
Attn: Hannes Grobler
Address: 700 Universe Blvd.
Juno Beach, FL 33408
Phone: (561) 304-6178
E-mail: HANNES.GROBLER@nexteraenergy.com

To: LCRA Transmission Services Corporation
Company Name: LCRA
Attn: Vice President, LCRA Transmission Design
and Protection
Address: P.O. Box 220
Austin, TX 78767
Fax: (512) 578-4413
Phone: (512) 578-4149
E-mail: sergio.garza@lcra.org

(c) Notice for statement and billing purposes:

To: Horse Hollow Generation Tie, LLC
Company Name: (Same as (b) above)
Attn:
Address
City, State, Zip
Phone:
E-mail

To: LCRA Transmission Services Corporation
Company Name: (Same as (b) above)
Attn:
Address
City, State, Zip
Phone:
E-mail

(d) Information concerning Electronic Funds Transfers:

To: Horse Hollow Generation Tie, LLC
Bank Name: (to be supplied as needed)
City, State
ABA No. _____
for credit to
Account No. _____

To: LCRA Transmission Services Corporation
Bank Name: (to be supplied as needed)
ABA No. _____
for credit to
Account No. _____

Exhibit "E"
Security Arrangement Details

Due to the Horse Hollow Generation Tie project utilizing an existing Point of Interconnection at the TSP Substation, a security instrument will not be required.

TSP will seek a Contribution in Aid of Construction in the amount of **\$15,000** for expenses relating to engineering, administrative and project management fees to accommodate the Generation Interconnection. TSP shall invoice Generator for said incurred expenses and Generator shall provide payment(s) within 30 days of receipt of such invoice(s). Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP.

Failure to deliver payment in the amounts invoiced as set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.