



Control Number: 35077



Item Number: 1238

Addendum StartPage: 0

PUC Project No. 35077

RECEIVED
2021 MAR -8 AM 11:54
PUBLIC UTILITY COMMISSION
FILING CLERK

Second Amendment to the

**ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

Between

LCRA Transmission Services Corporation

and

**Sweetwater Wind 4 LLC, Sweetwater Wind 5 LLC,
Sweetwater Wind Power, LLC and Maryneal Windpower,
LLC**

Dated

November 20, 2020

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

This Second Amendment ("Amendment") is made and entered into this 20th day of November 2020, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP") and Sweetwater Wind 4 LLC ("Sweetwater 4"), Sweetwater Wind 5 LLC ("Sweetwater 5"), Sweetwater Wind Power LLC ("SWP") and Maryneal Windpower, LLC ("Maryneal Wind"), hereinafter individually referred to as "Party," and collectively referred to as "Parties."

WHEREAS, the Transmission Service Provider and the Generator entered into that certain ERCOT Standard Generation Interconnection Agreement executed January 31, 2020, as amended by that certain First Amendment to ERCOT Standard Generation Interconnection Agreement executed July 20, 2020 (collectively as amended, the "Agreement"); and

WHEREAS, Maryneal Wind notified TSP of a delay in the Commercial Operation date as originally contemplated in the Agreement.

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. This Amendment will become effective upon execution by both 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 executed this Agreement in multiple originals, each of which shall constitute and be an original effective Agreement between the Parties.

Sweetwater Wind 4 LLC

a Delaware limited liability company

By: **Sweetwater 4-5 Holdings LLC**,
its sole member

By: **Sweetwater 4-5 Member LLC**,
its managing member

By: Jason Allen

Signature: Jason M. Allen

Title: Chief Operating Officer

Date: November 19, 2020

Sweetwater Wind 5 LLC

a Delaware limited liability company

By: **Sweetwater 4-5 Holdings LLC**,
its sole member

By: **Sweetwater 4-5 Member LLC**,
its managing member

By: Jason Allen

Signature: Jason M. Allen

Title: Chief Operating Officer

Date: November 19, 2020

Maryneal Windpower, LLC

By: Brian K. Stallman

Signature: BK Stallman

Title: Vice President

Date: November 3, 2020

Sweetwater Wind Power LLC

By: Brian K. Stallman

Signature: BK Stallman

Title: Vice President

Date: November 3, 2020

LCRA Transmission Services Corporation

By: Sergio Garza, P.E.



DocuSigned by:
Signature: Sergio Garza
B6B56FA83932404

Title: Vice President, LCRA Transmission Design and Protection

Date: 11/20/2020

Exhibit “B” Time Schedule

Interconnection Option chosen by Maryneal Wind (check one): X Section 4.1.A. or _____
Section 4.1.B

If Section 4.1.B is chosen by Maryneal Wind, the In-Service Date(s) was determined by (check one): (1) N/A good faith negotiations, or (2) N/A Designated by Maryneal Wind upon failure to agree.

Date by which Maryneal Wind must provide written notice to proceed and provide security, as specified in Sections 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date:
Due within 10 days of the execution of this Agreement

In - Service Date(s): **December 7, 2020**

Scheduled Trial Operation Date: **January 4, 2021**

Scheduled Commercial Operation Date: **July 1, 2021**

If Maryneal Wind: 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 July 1, 2021, then the Agreement shall be amended to define the Plant(s) in Exhibit “C” Item 4 to mean the Plants as then constructed and connected to the TIF 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, Maryneal Wind and TSP may mutually agree to change the dates and times of this Exhibit “B”.