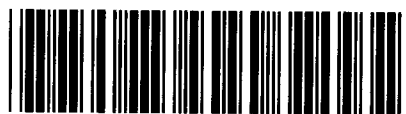




Control Number: 35077



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Sharyland Utilities, L.P.
600 Congress Avenue, Suite 2000
Austin, Texas 78701
(512) 721-2661
Fax: (512) 322-9233

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PUBLIC UTILITY COMMISSION
FILING CLERK

August 28, 2015

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. 1 to the Generation Interconnection Agreement between Sharyland Utilities, L.P. and Happy Whiteface Wind, LLC

Dear Ms. Clark:

Please find enclosed Amendment No. 1 to the Generation Interconnection Agreement (Agreement) between Sharyland Utilities, L.P. and Happy Whiteface Wind, LLC for filing with the Public Utility Commission of Texas pursuant to P.U.C. SUBST. R. 25.195(e). The underlying Agreement, dated July 6, 2015, was filed in this project on July 13, 2015. The Amendment sets forth amended Exhibit B to the Agreement.

Sincerely,

Alicia Rigler
Counsel for Sharyland Utilities, L.P.

Enclosure

579

Project No. 35077

Amendment No. 1

INTERCONNECTION AGREEMENT

Between

Sharyland Utilities, L.P

&

HAPPY WHITEFACE WIND, LLC

July 28, 2015

AMENDMENT NO. 1 TO THE
INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P
AND
HAPPY WHITEFACE WIND, LLC

This Amendment No. 1 to the Interconnection Agreement between Sharyland Utilities, L.P and HAPPY WHITEFACE WIND, LLC (this "Amendment") is made on this 28th day of July, 2015 by and between Sharyland Utilities, L.P ("Transmission Service Provider"), and HAPPY WHITEFACE WIND, LLC ("Generator"). Transmission Service Provider and Generator are each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties."

WITNESSETH

WHEREAS, Transmission Service Provider and Generator are parties to that certain Standard Generation Interconnection Agreement effective July 6, 2015 (the "Interconnection Agreement");

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

WHEREAS, the Generator has requested to change the Scheduled Commercial Operation Date to August 1, 2016 because original Scheduled COD as filed with PUCT was incorrect; and

WHEREAS, the Parties have agreed to amend Exhibit B concerning Scheduled Commercial Operation Date being corrected to August 1, 2016; and

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

I. CAPITALIZED TERMS

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Interconnection Agreement, as amended and supplemented by this Amendment.

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 attached to the Interconnection Agreement is hereby deleted and replaced with Exhibit "B" attached hereto to show correction of Scheduled Commercial Operation Date.

III. RATIFICATION OF OTHER TERMS

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in two (2) counterparts, each of which shall be deemed an original but both shall constitute one and the same instrument.

Sharyland Utilities, L.P

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

Date: 8/3/15

HAPPY WHITEFACE WIND, LLC

By: Jaime Lyle McAlpine
Jaime Lyle McAlpine, P.E.
Manager

Date: 7/28/15

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.

Date by which Generator must provide notice to proceed with procurement and Generator must provide security equal to 15% of the TIF estimated cost, as specified in Section 4.2 so that TSP may maintain schedule to meet the In-Service Date: July 15, 2015

Date by which Generator must provide notice to commence construction, and Generator must provide security, sufficient to cause the aggregate security to be equal to 100% of the TIF estimated cost, as specified in Section 4.3, so that TSP may maintain schedule to meet the In-Service Date: August 21, 2015

For purposes of TIF securitization only, the estimated cost of the TIF is \$2,500,000.

Generator has requested that this Agreement be executed by the Parties prior to the completion of the full interconnection study ("Study") for the Plant. The completion of such Study may reveal that additional TIF and/or GIF will be required to be installed in conjunction with the interconnection of the Plant. If such Study reasonably determines that any additional TIF and/or GIF is required for the interconnection of the Plant, the Parties agree that this Agreement will be amended to include such additional facilities and security requirements to secure the reasonable cost of the TSP to construct such additional TIF, if applicable. Generator will provide any additional security requirements in accordance with this Agreement to reflect the cost of any such additional TSP facilities, within thirty (30) days following the execution by the Parties of such amendment. With respect to any added costs in constructing or modifying the TIF, to the extent resulting from a change in the type, number or size of the generating units listed under paragraph 4 of Exhibit "C" comprising the Plant, the security for such added costs will be the responsibility of Generator.

In - Service Date(s): July 15, 2016

[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 Date: July 15, 2016

Scheduled Commercial Operation Date: August 1, 2016

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.