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Addendum StartPage: 0

PROJECT NO. 35077

**INFORMATIONAL FILING OF ERCOT §
INTERCONNECTION AGREEMENTS §
PURSUANT TO SUBST. R. §25.195(e) §**

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March 2, 2016

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Amendment to the ERCOT Standard Generation Interconnection Agreement effective February 1, 2016 between CenterPoint Energy Houston Electric, LLC and Tenaska Roan's Prairie Partners, LLC.....	2-4

AMENDMENT TO THE ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Amendment (this "Amendment") to the ERCOT Standard Generation Interconnection Agreement (including all exhibits thereto, the "SGIA") is made by **TENASKA ROAN'S PRAIRIE PARTNERS, LLC** ("Tenaska"), a Delaware limited liability company, and **CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC** ("CenterPoint Energy"), a Texas limited liability company, (collectively, "the Parties") to be effective as of February 1, 2016. Capitalized terms used in this Amendment and not otherwise defined herein are defined in the SGIA.

Whereas (i) the SGIA was executed by the Parties on November 17, 2014; (ii) the SGIA sets forth a Commercial Operation Date of April 1, 2017; (iii) Tenaska has informed CenterPoint Energy that the Commercial Operation Date has been delayed to April 1, 2019; (iv) as a result of Tenaska's delay in the Commercial Operation Date, ERCOT requires CenterPoint Energy to conduct a new Facilities Study (when completed, the "2016 Facilities Study") to supersede and replace the Facilities Study dated November 7, 2013; (v) in order to proceed with conducting the 2016 Facilities Study, the Parties have executed a new Facilities Study Agreement dated January 26, 2016 (the "2016 Study Agreement"); and (vi) the Parties desire to amend the SGIA to reflect these changes;

Therefore, the Parties agree to construe and amend the SGIA as follows:

(1) All references in the SGIA to the "Facilities Study Agreement" shall be construed to refer to the 2016 Study Agreement, and all references in the SGIA to the "Facility Study" and "Full Interconnection Study Report" shall be construed to refer to the 2016 Facilities Study.

(2) Exhibit B to the SGIA is replaced in its entirety by the Exhibit "B" attached to this Amendment.

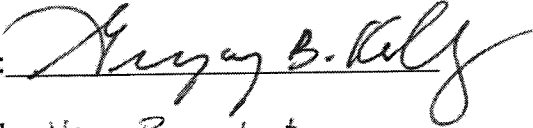
(3) Exhibit E to the SGIA is amended (a) by inserting the following sentence at the end of section 1)A) thereof: "Generator acknowledges and agrees that the amount of the Secured Cost may be adjusted by TSP after completion of the 2016 Facilities Study based on the results of the 2016 Facilities Study."; and (b) by inserting the following parenthetical after the term "Secured Cost" in section 1)B) thereof: "(as adjusted by TSP pursuant to the foregoing clause)". The term "2016 Facilities Study" in the amended Exhibit E shall be construed to mean the 2016 Facilities Study as defined in this Amendment.

Except as modified by this Amendment, the provisions of the SGIA will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

TENASKA ROAN'S PRAIRIE PARTNERS, LLC
BY: TENASKA ROAN'S PRAIRIE I, LLC ITS
MANAGER

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: 
Title: Vice President
Date: 2/29/2016


By: 
Title: President
Date: 2/22/16

Exhibit "B" Time Schedule

- 1) Interconnection Option chosen by Generator (check one):
 X Section 4.1.A. or Section 4.1.B
 - A) 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.
 - 2) January 31, 2017 is the date ("NTP Need Date") by which Generator must provide a written Notice to Proceed with design, procurement, and construction of the TIF and provide security, as specified in Exhibit "A", Section 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date identified below. The NTP Date shall be the date Generator provides written Notice to Proceed to TSP:
 - A) If Generator does not provide a written Notice to Proceed to TSP by the above NTP Need Date, the designated TIF In-Service Date, Scheduled Generation Trial Operation Date, and Scheduled Generation Commercial Operation Date, identified below, will each be extended day for day for each day after the NTP Need Date that the Notice to Proceed is delayed.
 - B) If Generator does not provide a written Notice to Proceed and provide security in accordance with Exhibit "E" to TSP by 12 months after the NTP Need Date ("NTP Deadline"), such non-provision of the Notice to Proceed shall constitute a Default, in accordance with Section 10.6.A of Exhibit "A", by the Generator and written notice of Default shall be deemed to have been given by TSP to Generator on the NTP Deadline. If such Default is not cured in accordance with Section 10.6 of Exhibit "A", then TSP may terminate this Agreement in accordance with the provisions of Section 10.6.B of Exhibit "A".
- TIF In-Service Date: the later of:
- a) July 31, 2018; or
 - b) Eighteen (18) months after the NTP Date.

Scheduled Generation Trial Operation Date: The later of:

- a) October 1, 2018; or
- b) Two (2) months after the TIF In-Service Date.

Scheduled Generation Commercial Operation Date: The later of:

- a) April 1, 2019; or
- b) Eight (8) months after the TIF In-Service Date.

Nothing in the definitions of the dates above shall preclude either Party from taking measures or actions that allow the actual Generation Trial Operation Date or the actual Generation Commercial Operation Date to be earlier than the scheduled dates above.

- 3) In addition to day-for-day delays caused by the Generator not providing a written Notice to Proceed by the NTP Need Date, the designated TIF In-Service Date, Scheduled Trial Operation Date, and Scheduled Commercial Operation Date will each be extended day-for-day for:
 - A) each day after 180 calendar days after the date that Notice to Proceed was given that real property access rights for TSP to access the substation property and/or generator leads right of way are not in place; and
 - B) each day after the date that Notice to Proceed was given that security arrangements outlined in Exhibit "A", Article 8, Paragraph 8.3, Financial Security Arrangements, and Exhibit "E" are not in place.
 - C) each day that ERCOT does not grant outages as required by TSP to perform work that must be accomplished to connect the Generator to the ERCOT transmission system provided TSP timely requested such outages in accordance with ERCOT Requirements.
- 4) 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.