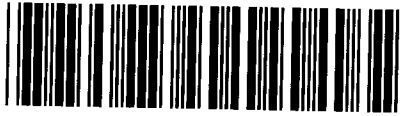




Control Number: 35077



Item Number: 656

Addendum StartPage: 0

PROJECT NO. 35077

RECEIVED

2016 JUL 15 PM 1:46

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

PUBLIC UTILITY OF TEXAS PUBLIC UTILITY COMMISSION
FILING CLERK
OF TEXAS

Jason Ryan
CenterPoint Energy Service Company, LLC
P.O. Box 61867
Houston, TX 77208
Tel. No.: 713.207.7261
Fax: 713.574.2661 fax
Email: jason.ryan@centerpointenergy.com

July 15, 2016

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Amendment to the ERCOT Standard Generation Interconnection Agreement effective March 1, 2016 between CenterPoint Energy Houston Electric, LLC and Indeck Wharton, LLC.....	2-4

656

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 **INDECK WHARTON, LLC** ("Indeck"), an Illinois limited liability company, and **CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC** ("CenterPoint Energy"), a Texas limited liability company, (collectively, the "Parties") and effective as of March 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 September 15, 2014 to govern the interconnection of Indeck's proposed generation plant described in Exhibit C to the SGIA (the "Plant") to the TSP System of CenterPoint Energy, setting forth a Commercial Operation Date for the Plant of on or around November 1, 2016; (ii) Indeck desires to change the Commercial Operation Date for the Plant to on or around February 1, 2019; (iii) as a result of Indeck's change to 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 original Facilities Study dated February 2014; (iv) the 2016 Facilities Study will be performed pursuant to a new Facilities Study Agreement to be executed by the parties hereto on or before April 29, 2016 (the "2016 Facilities Study Agreement"); and (v) the Parties desire to amend the SGIA to reflect these changes;

Therefore, the Parties agree as follows:

1. The following amendments to the SGIA are effective as of the March 1, 2016:

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

(b) The term "Facilities Study Agreement" in the SGIA shall mean the 2016 Facilities Study Agreement as defined in this Amendment, and the terms "Facility Study" and "Full Interconnection Study Report" in the SGIA shall mean the 2016 Facilities Study as defined in this Amendment.

(c) Section 2.1 of Exhibit A to the SGIA is amended by inserting the following new clause D:

D. In addition, Generator acknowledges that TSP may require future amendments to one or more exhibits to this Agreement based on the results of the Facilities Study conducted by TSP as a result of Generator's changes to the Commercial Operation Date. In the event the Parties are unable to agree on such amendments within 30 days after the completion of such Facilities Study, TSP may terminate this Agreement immediately upon written notice to Generator.

2. 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.

INDECK WHARTON, LLC

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

By: [Signature]
Title: VP Project Development
Date: 4/7/16

By: [Signature]
Title: President & CEO
Date: 3/31/16

Exhibit "B"
Time Schedule

- 1) Interconnection Option chosen by Generator (check one):
 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) Generator must provide by January 1, 2017 ("NTP Need Date"), 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, (collectively, the "Notice to Proceed"), so that TSP may maintain schedule to meet the In-Service Date identified below. The NTP Date shall be the date Generator provides such full 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 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 to TSP by the later of either (i) 12 months after the above date, or (ii) the date the Parties have agreed to extend the NTP Need Date (and the Parties shall work together in good faith to extend such date if the initial NTP Need Date will not be achieved) ("NTP Deadline"), then 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 1, 2018; or**
- b) **18 months after the NTP Date**

Scheduled Generation Trial Operation Date: The later of:

- a) **August 1, 2018; or**
- b) **1 month after the TIF In-Service Date.**

Scheduled Generation Commercial Operation Date: The later of:

- a) **February 1, 2019; or**
- b) **6 months after the TIF In-Service Date.**

- 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 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 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, Section 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.
- 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".