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PROJECT NO. 35077

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INFORMATIONAL FILING OF ERCOT
INTERCONNECTION AGREEMENTS
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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

January 25, 2017

TABLE OF CONTENTS

Description

Page

| | |
|---|-----|
| Second Amendment to the ERCOT Standard Generation Interconnection Agreement effective September 12, 2016 between CenterPoint Energy Houston Electric, LLC and Tenaska Roan's Prairie Partners, LLC..... | 2-3 |
|---|-----|

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

This Second 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 September 12, 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 was amended by the Parties on February 1, 2016 (the "First Amendment") by, among other things, replacing the Exhibit B thereto with a new Exhibit B; and (iii) the parties now desire to amend Exhibit E to the SGIA;

Therefore, the Parties agree to amend the SGIA as of the effective date of this Amendment by replacing the Exhibit E thereto in its entirety with the Exhibit E attached to this Amendment.

The SGIA as amended by the First Amendment and this Amendment 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

By: _____

Title: Robert A. Kania
Vice President

Date: _____

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: _____

Title: Scott Prochaska
PRESIDENT & CEO

Date: 1/23/17

Exhibit “E”
Security Arrangement Details

Letter of Credit

1) Securitization of Project:

- A) The total estimated project cost to construct the TIF as described in Exhibit “C” is approximately \$12,280,000 (“Secured Cost”), which is the amount specified in the 2016 Facilities Study (as defined in the First Amendment to the SGIA dated February 1, 2016).
- B) In accordance with Exhibit “A”, Article 8, Paragraph 8.3 Financial Security Arrangements, Generator shall provide a financial security instrument in the form of an irrevocable letter of credit in favor of TSP, in the amount of the Secured Cost, in a form and substance acceptable to TSP to secure Generator’s obligations outlined in Exhibit “A”, Article 2. Such letter of credit shall be with a financial institution reasonably acceptable to TSP having a long term debt rating by Moody’s Investor Services of “Baa3” or better, or Standard & Poor’s long term debt rating of “BBB-” or better.
- C) Generator’s obligation to pay amounts set forth in this Agreement will survive any termination of this Agreement.