



Control Number: 35077



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PUBLIC UTILITIES COMMISSION
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Second Amendment to

INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

Capricorn Ridge Wind II, LLC

and

Bluebell Solar

Dated

May 1, 2018

826

**SECOND AMENDMENT TO
INTERCONNECTION AGREEMENT**

This Second Amendment ("Amendment") is made and entered into this 1st day of MAY 2018, by and among the LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP"), Capricorn Ridge Wind II, LLC ("Generator") and Bluebell Solar, LLC ("Bluebell Solar"), as partial assignee of the rights and obligations of Generator of the Agreement (as defined below) to the extent relating to Bluebell Solar (as defined below), collectively referred to hereinafter as the Parties.

WHEREAS, the Transmission Service Provider and the Generator entered into that certain Generation Interconnection Agreement executed January 15, 2008 as amended by that certain Amendment No. 1 to Interconnection Agreement, dated as of August 8, 2015 (collectively, as amended, the "Agreement");

WHEREAS, in Amendment No. 1 to Interconnection Agreement Bluebell Solar was included as a Party and partial assignee of the rights and obligations of the Agreement to the extent relating to a proposed Bluebell Solar 100-MW generation facility interconnected into the Generator's existing facilities;

WHEREAS, this Amendment is required because Bluebell Solar has notified ERCOT and the TSP of a change in the nominal capacity of its Plant from 100-MW to 30-MW during the first phase followed by a second phase consisting of an additional 70-MW; and

WHEREAS, the TSP shall modify and submit to ERCOT, the EPS metering proposal and other associated documentation as necessary to accommodate this additional generation capacity.

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 Second Amendment is hereby added to the Agreement in lieu thereof.

2. Paragraph 4, Exhibit "C" Interconnection Details to the Agreement, is hereby deleted in its entirety and replaced with the following:

"Number and size of Generating Units: 112.5-MW (nominal) wind generation plant known as Capricorn Ridge Wind IV will consist of 75 GE wind turbines rated 1.5-MW each. The 100-MW (nominal) solar generation plant known as Bluebell Solar will consist of ABB solar inverters rated at 2.0-MW each and will be constructed in two phases.

Phase I

16 ABB solar inverters rated at 2.0-MW each for a nominal rating of 30-MW net AC power at the Point of Interconnection.

2

Phase II

38 ABB solar inverters rated at 2.0-MW each for a nominal rating of 70-MW net AC power at the Point of Interconnection."

3. Exhibits "B", "C2", "D" and "E" are deleted in their entirety and the Exhibits "C1", "D" and "E" attached to this Second Amendment are hereby added to the Agreement in lieu thereof.

4. Exhibits "B", "C2", "D" and "E" attached to this Second Amendment will become effective upon execution of this First Amendment by the Parties.

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

-----The remainder of this page has intentionally been left blank-----

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

Capricorn Ridge Wind II, LLC

Signature: _____

Name: John Di Donato
Vice President

Title: _____

Date: _____

Bluebell Solar, LLC

By: _____

Name: John DiDonato

Title: Vice President

Date: _____

LCRA Transmission Services Corporation

Signature: _____

Name: Sergio Garza, P.E.

Title: Vice President, LCRA Transmission
Design and Protection

Date: 05/01/2018



Exhibit "B"
Time Schedule

Interconnection Option chosen by Generator (check one): N/A Section 4.1.A. or N/A Section 4.1.B

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.

Date by which Generator must provide to TSP written notice to proceed and full security, as specified in Section 4.2, so that TSP may maintain schedule to meet the In-Service Date: N/A

Bluebell Solar Phase I (30 MW)
In - Service Date(s): October 1, 2018

Scheduled Trial Operation Date: October 16, 2018

Scheduled Commercial Operation Date: November 1, 2018

Bluebell Solar Phase II (70 MW)
In - Service Date(s): August 1, 2019

Scheduled Trial Operation Date: September 1, 2019

Scheduled Commercial Operation Date: December 1, 2019

For purposes of Section 2.1 B and Section 8.3 of Exhibit "A", Terms and Conditions, the Scheduled Commercial Operation Date shall be November 1, 2018.

If Generator or Bluebell Solar: 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 Second Amendment Exhibit "B"; or ii) fails to complete the Commercial Operation of its Plant by December 1, 2020, then the Agreement shall be amended to define the Plants in Exhibit "C" Item 4 to mean the Plants as then constructed and connected to the TIF (in no case more than 212.5-MW in aggregate) 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, the Parties may mutually agree to change the dates and times of this Exhibit B.

Exhibit "D"
**Notice and EFT Information of the ERCOT Standard Generation
Interconnection Agreement**

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:

To: Capricorn Ridge Wind IV and Bluebell Solar

To: LCRA Transmission Services Corporation

Company Name: FPLE Operating Services, Inc.
Attn: Michael Barrios
12144 Fort Rosalie Cv
Collierville, TN 38017
Operational/Confirmation Fax: (901) 850-8082
24 Hour Telephone: (561) 694-3636
E-mail: Mike_Barrios@fpl.com

Company Name: LCRA
Attn: Transmission Operations Manager
P.O. Box 220
Austin, TX 78767
Operational/Confirmation Fax: (512) 730-6311
24 Hour Telephone: 1 (800) 223-7622
E-mail: john.warren@lcra.org

(b) Notices of an administrative nature:

To: Capricorn Ridge Wind IV

To: LCRA Transmission Services Corporation

Company Name: Capricorn Ridge Wind II, LLC
Attn: Director, Business Management

Company Name: LCRA
Attn: Vice President, LCRA Transmission Design and Protection

Address: 700 Universe Blvd.
Juno Beach, FL 33408
Fax: (561) 304-5161
Phone: (561) 304-5833
E-mail: michael.j.sonnelliter@fpl.com

Address: P.O. Box 220
Austin, TX 78767
Fax: (512) 578-4413
Phone: (512) 578-4149
E-mail: sergio.garza@lcra.org

To: Bluebell Solar

Company Name: Bluebell Solar, LLC.
Attn: Director, Business Management
700 Universe Blvd.
Juno Beach, FL 33408
Fax: N/A
Phone: (561) 304-5986
E-mail: daniel.gerard@nexteraenergy.com

(c) Notice for statement and billing purposes:

To: Capricorn Ridge Wind IV

To: LCRA Transmission Services Corporation

Company Name: (Same as (b) above)
Attn:
Address
City, State, Zip
Phone:
E-mail

Company Name: (Same as (b) above)
Attn:
Address
City, State, Zip
Phone:
E-mail

To: Bluebell Solar

Company Name: (Same as (b) above)

Attn:

Address:

City, State, Zip

Fax: N/A

Phone:

E-mail:

(d) Information concerning Electronic Funds Transfers:

To: Capricorn Ridge Wind II, LLC

To: LCRA Transmission Services Corporation

Bank Name: (to be supplied as needed)

Bank Name: (to be supplied as needed)

City, State

ABA No. _____

ABA No. _____

for credit to

for credit to

Account No. _____

Account No. _____

Exhibit "E"
Security Arrangement Details

Due to the Capricorn Ridge Wind IV project utilizing an existing Point of Interconnection at the TSP Substation, a security instrument will not be required.

TSP will seek a Contribution in Aid of Construction in the amount of **\$6,000** for expenses relating to engineering, administrative and project management fees to accommodate the Generation Interconnection. TSP shall invoice Generator for said incurred expenses and Generator shall provide payment(s) within 30 days of receipt of such invoice(s). Payments by Generator to TSP under this Agreement shall be made in immediately available funds payable to TSP pursuant to wire transfer instructions to be provided by TSP to Generator, or other form of payment acceptable to TSP.

Failure to deliver payment in the amounts invoiced as set forth above shall be deemed a Default under Section 10.6 of the Agreement, notwithstanding any cure period otherwise provided for in Section 10.6.