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PUC Project No. 35077

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TERMINATION AGREEMENT

Between

LCRA Transmission Services Corporation

And

Desert Sky Wind Farm LLC

July 17, 2018

TERMINATION AGREEMENT

This Termination Agreement (the "Agreement") is entered into as of ~~June~~ ^{July} 17, 2018 (the "Execution Date") between LCRA Transmission Services Corporation ("Transmission Service Provider") and Desert Sky Wind Farm LLC ("Generator"), as follows:

RECITALS

- A. WHEREAS, West Texas Utilities Company and Indian Mesa Power Partners I, LP entered into that certain Interconnection Agreement executed as of March 19, 2001 with respect to 25.5 MW wind-powered electric generation facilities (the "IM 1 Agreement").
- B. WHEREAS, West Texas Utilities Company and Indian Mesa Power Partners II, LP entered into that certain Interconnection Agreement executed as of March 19, 2001 with respect to 135 MW wind-powered electric generation facilities (the "IM 2 Agreement").
- C. WHEREAS, West Texas Utilities Company is now known as AEP Texas Inc.
- D. WHEREAS, Indian Mesa Power Partners I, LP and Indiana Mesa Power Partners II, LP merged and the merged company is now known as Desert Sky Wind Farm LLC.
- E. WHEREAS, AEP Texas Inc. assigned the IM 1 Agreement and the IM 2 Agreement to Transmission Service Provider on May 27, 2016.
- F. WHEREAS, contemporaneous with the execution of this Termination Agreement, the parties are amending and restating the IM 1 Agreement to address all Points of Interconnection for the Generator's Desert Sky wind farm.
- G. WHEREAS, the parties accordingly desire to terminate the IM 2 Agreement based on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. TERMINATION OF AGREEMENT.

The parties hereby terminate the IM 2 Agreement as of the Execution Date. From and after the Termination Date, the IM 2 Agreement will be of no further force or effect, and the parties shall have no rights or obligations under the IM 2 Agreement.

2. GENERAL PROVISIONS.

2.1. Governing Law.

THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER WILL BE INTERPRETED, CONSTRUED, AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAW

PRINCIPLES. The parties agree and consent to the jurisdiction and venue of any state or federal court sitting in Travis County, Texas.

2.2. Multiple Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

2.3. Construction.

This Agreement was prepared jointly by the parties, and no rule that it be construed against the drafter will have any application in its construction or interpretation.

**[The remainder of this page is intentionally left blank.
The next page of this document is S-1.]**

Executed to be effective as provided above:

**LCRA Transmission Services
Corporation**

Desert Sky Wind Farm LLC

By: _____

Name: Sergio Garza

Title: LCRA Transmission Design and
Protection

Date: 05/31/2018

By: _____

Name: Matthew D. Fransen

Title: Vice President

Date: 7/17/18

JWS

