

Control Number: 35077



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**Project No. 35077**

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**Amendment No. 4**

**Interconnection Agreement**

**Between**

**LCRA Transmission Services Corporation,**

**Cap Ridge Wind IV, LLC,**

**Bluebell Solar, LLC**

**and**

**Capricorn Bell Interconnection, LLC**

**Dated**

**May 23, 2019**

*Hele*

#### FOURTH AMENDMENT TO INTERCONNECTION AGREEMENT

This Fourth Amendment ("Amendment") is made and entered into this 23<sup>rd</sup> day of May 2019 ("Effective Date"), between LCRA Transmission Services Corporation ("Transmission Service Provider" or "TSP"), Cap Ridge Wind IV, LLC ("Cap Ridge Wind IV"), Bluebell Solar, LLC ("Bluebell Solar") and Capricorn Bell Interconnection, LLC ("Capricorn Bell Interconnection"), acting individually and as the authorized agent for Cap Ridge Wind IV and Bluebell Solar (individually and collectively, "Generator"), hereinafter individually referred to as "Party," and collectively referred to as the Parties.

**WHEREAS**, the Transmission Service Provider and Capricorn Ridge Wind II, LLC 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 19, 2015, as amended by that certain Amendment No. 2 to Interconnection Agreement, dated as of May 1, 2018, and as further amended by that certain Amendment No. 3 to Interconnection Agreement dated as of October 15, 2018 (collectively, as amended, the "Agreement");

**WHEREAS**, Cap Ridge Wind IV is a successor-in-interest to Capricorn Ridge Wind II, LLC and Capricorn Bell Interconnection is an agent for Cap Ridge Wind IV and Bluebell Solar;

**WHEREAS**, this Amendment is required because Generator is installing a software upgrade that will increase the nominal capacity of each of its 75 Units from 1.5-MW to 1.62-MW each for an additional 9-MW of total generation capacity;

**WHEREAS**, such upgrade requires the submission of a new Generation Interconnection or Change Request application to ERCOT;

**WHEREAS**, Generator has requested, through ERCOT generation interconnection request 17INR0061, the interconnection of an additional 9-MW of generation output capacity from its upgraded existing generation interconnection facilities;

**WHEREAS**, such upgrade does not require any additional interconnection studies due to the aggregate increase in summer or winter Net Dependable Capability being less than ten (10) MW within a single year as confirmed by ERCOT;

**WHEREAS**, this Amendment is also 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. Paragraph 4 of Exhibit "C" (Interconnection Details) to the Agreement is hereby deleted in its entirety and replaced with the following:

"Number and size of Generating Units: 121.5-MW (nominal) wind generation plant known as Capricorn Ridge Wind IV will consist of 75 GE wind turbines rated 1.62-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.

**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."

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

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 Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument. This Amendment will become effective upon execution by the Parties.

Capricorn Bell Interconnection, LLC

Signature: D-G

Name: Daniel Gerard

Title: Vice President

Date: 5/21/19

LCRA Transmission Services Corporation

Signature: [Signature]

Name: Sergio Garza, P.E.

Title: Vice President, LCRA Transmission Design and Protection

Date: May 23, 2019



Cap Ridge Wind IV, LLC

By: D-G

Name: Daniel Gerard

Title: Vice President

Date: 5/21/19

Bluebell Solar, LLC

By: [Signature]

Name: John Di Donato  
Vice President

Title: \_\_\_\_\_

Date: 5-22-19

**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

The below obligations pertain solely to Cap Ridge Wind IV:

In - Service Date(s): **No earlier than 60 days following the execution of this amendment**

Scheduled Trial Operation Date: **June 26, 2019**

Scheduled Commercial Operation Date: **June 26, 2019**

The below obligations pertain solely to Bluebell Solar:

**Bluebell Solar Phase I (30 MW)**

In - Service Date(s): **September 15, 2018**

Scheduled Trial Operation Date: **October 1, 2018**

Scheduled Commercial Operation Date: **May 30, 2019**

**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 April 15, 2019.

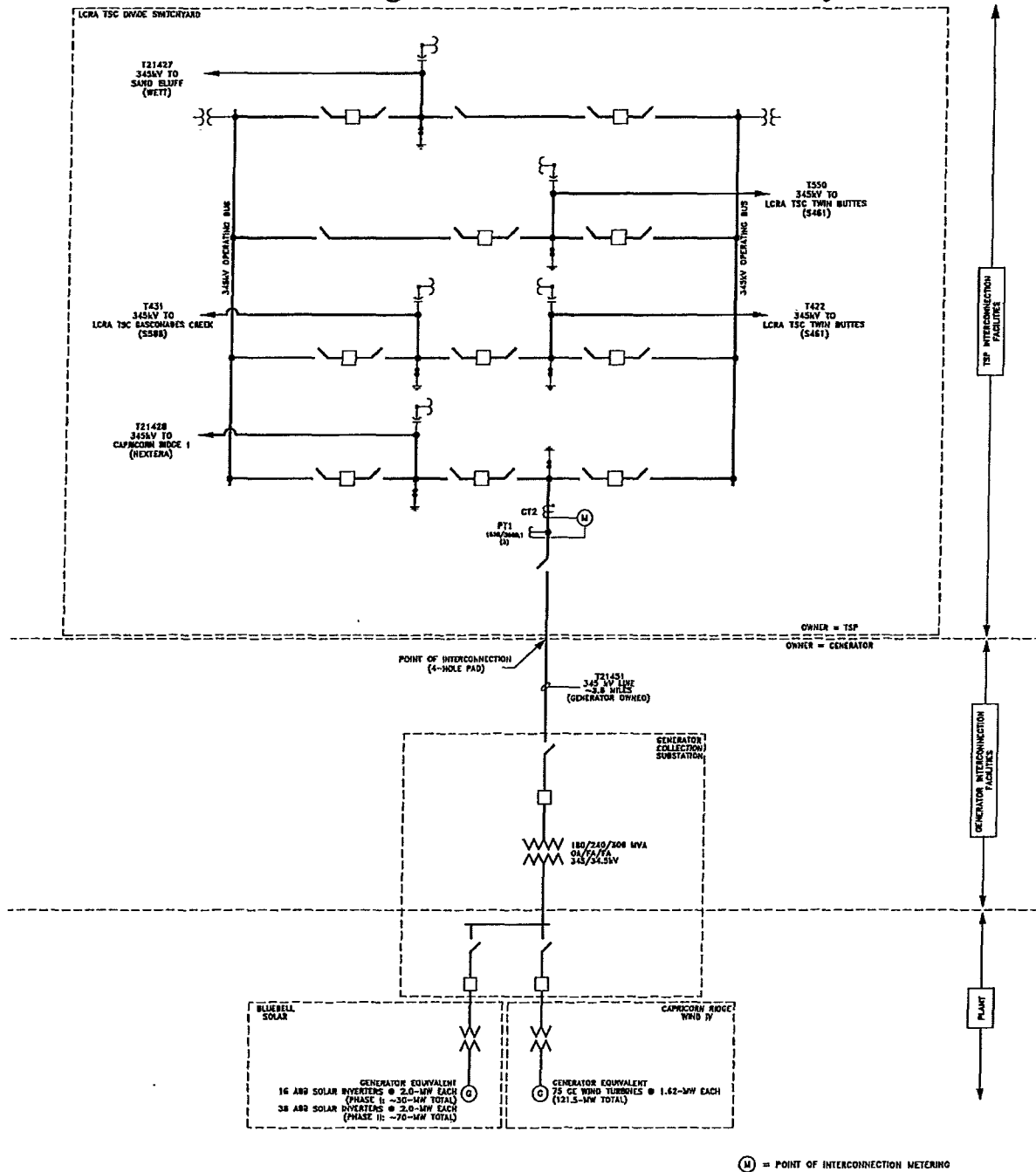
If Generator: i) notifies TSP that it does not intend to complete the full build-out of its Plant to achieve Commercial Operation as set forth in this Exhibit B; or ii) fails to complete the Commercial Operation for both phases of its Plant by December 1, 2019, then the Agreement shall be amended to define the Plants in Exhibit "C", Paragraph 4 to mean the Plants as then constructed

and connected to the TIF (in no case more than 221.5-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 "C2"

### One-Line Diagram – TSP Interconnection Facility





**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 Bell Interconnection, LLC & Bluebell Solar, LLC      To: LCRA Transmission Services Corporation

Company Name: Capricorn Bell Interconnection, LLC  
Attn: Charles Lande  
Sr. Director Business Management  
Address: 700 Universe Blvd  
Juno Beach, FL 33408  
24 Hour Telephone: (561) 691-7736  
E-mail: [Charles.Lande@nee.com](mailto:Charles.Lande@nee.com)

Company Name: LCRA  
Attn: Vice President, LCRA Transmission Operations  
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](mailto:john.warren@lcra.org)

(b) Notices of an administrative nature:

To: Capricorn Bell Interconnection, LLC

To: LCRA Transmission Services Corporation

Company Name: Cap Ridge Wind IV, LLC  
Attn: Charles Lande  
Sr. Director Business Management  
Address: 700 Universe Blvd.  
Juno Beach, FL 33408  
Fax: (561) 304-5161  
Phone: (561) 691-7736  
E-mail: [Charles.Lande@nee.com](mailto:Charles.Lande@nee.com)

Company Name: LCRA  
Attn: Vice President, LCRA Transmission Design  
and Protection  
Address: P.O. Box 220  
Austin, TX 78767  
Fax: (512) 578-4413  
Phone: (512) 578-4149  
E-mail: [sergio.garza@lcra.org](mailto:sergio.garza@lcra.org)

To: Bluebell Solar, LLC

Company Name: Bluebell Solar, LLC.  
Attn: Charles Lande  
Sr. Director Business Management  
Address: 700 Universe Blvd.  
Juno Beach, FL 33408  
Fax: N/A  
Phone: (561) 691-7736  
E-mail: [Charles.Lande@nee.com](mailto:Charles.Lande@nee.com)

(c) Notice for statement and billing purposes:

To: Capricorn Bell Interconnection, LLC

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 Bell Interconnection, 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 Cap 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.