

Control Number: 45188



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**PUC DOCKET NO. 45188
SOAH DOCKET NO. 473-16-0478**

**JOINT REPORT AND APPLICATION §
OF ONCOR ELECTRIC DELIVERY §
COMPANY LLC, OVATION §
ACQUISITION I, LLC, OVATION §
ACQUISITION II, LLC, AND SHARY §
HOLDINGS, LLC FOR REGULATORY §
APPROVALS PURSUANT TO PURA §§ §
14.101, 37.154, 39.262(L)-(M), AND §
39.915 §**

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PUBLIC UTILITY COMMISSION
FILING CLERK
OF TEXAS

**COMMISSION STAFF'S
THIRTEENTH REQUEST FOR INFORMATION TO OVATION ACQUISITION I,
L.L.C., OVATION ACQUISITION II, L.L.C., AND SHARY HOLDINGS, L.L.C.
STAFF NO. 13-1 THROUGH NO. 13-12**

To: Ovation Acquisition I, L.L.C., Ovation Acquisition II, L.L.C., and Shary Holdings, LLC, through its attorneys of record, Richard P. Noland, James M. Bushee, James E. Guy, Michael Boldt, and Jeffrey B. Stuart, Sutherland Asbill and Brennan LLP, One American Center, 600 Congress Avenue, Suite 2000, Austin, Texas 78701

Pursuant to 16 Tex. Admin. Code § 22.144, Commission Staff of the Public Utility Commission of Texas requests that Ovation Acquisition I, L.L.C., Ovation Acquisition II, L.L.C., and Shary Holdings, L.L.C. provide responses and produce documents in response to Staff's Thirteenth Request for Information.

Provide an original and three (3) copies of your responses to:

Public Utility Commission of Texas
Attention: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

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Date: November 12, 2015

Respectfully Submitted,

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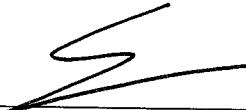
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CERTIFICATE OF SERVICE

I certify that a copy of this document will be served on all parties of record November 12, 2015, in accordance with 16 Tex. Admin. Code § 22.74.



Sam Chang

**COMMISSION STAFF'S
THIRTEENTH REQUEST FOR INFORMATION TO OVATION ACQUISITION I,
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STAFF NO. 13-1 THROUGH NO. 13-12**

INSTRUCTIONS

1. OV1, OV2, and Shary Holdings' responses to Staff's 13th RFI shall be provided within the time limit provided by the presiding officer or, if the presiding officer has not provided a time limit, within twenty (20) days.
2. OV1, OV2, and Shary Holdings' responses to Staff's 13th RFI shall be in sufficient detail to fully present all of the relevant facts.
3. Each response must be made under oath and identify the person that prepared the response or the person under whose direct supervision the response was prepared. Additionally, each response must also identify the sponsoring witness, if any.
4. Copy the specific question or document request immediately above each response. With respect to the production of documents, indicate the specific document request(s) to which the documents are being produced.
5. OV1, OV2, and Shary Holdings have a continuing duty to supplement its responses to Staff's 13th RFI if it acquires information upon the basis of which it knows or should know that the response was incorrect or incomplete when made or though correct or complete when made, is materially incorrect or incomplete. OV1, OV2, and Shary Holdings shall amend their prior response within five (5) working days of acquiring the information.
6. If any responsive Document, Electronically Stored Information, or tangible item is withheld under any claim of privilege, provide a privilege log identifying each Document for which a privilege is claimed, together with the following information:
 - a. Date of the Document was created;
 - b. Subject matter of the Document; and
 - c. The basis upon which such privilege is claimed.
7. Electronically Stored Information and Documents in an electronic format shall be produced with metadata intact.
8. If the response to any request is voluminous, provide a detailed index of the voluminous material and the means by which Staff may obtain the voluminous material.
9. Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.

10. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.
11. The terms “and” and “or” shall be construed as either conjunctive or conjunctive as necessary to make the request inclusive rather than exclusive
12. Documents produced in response to Staff’s 13th RFI shall be Bates labeled.

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STAFF NO. 13-1 THROUGH NO. 13-12**

DEFINITIONS

1. "OV1" refers to Ovation Acquisition I, L.L.C. and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
2. "OV2" refers to Ovation Acquisition II, L.L.C. and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
3. "Shary Holdings" refers to Shary Holdings, L.L.C. and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
4. "Hunt Entities" refers to other Hunt family-owned or Hunt family-affiliated entity, besides OV1, OV2, Shary Holdings, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
5. "Commission" means the Public Utility Commission of Texas.
6. "Debt Commitment Lenders" shall have the same meaning as described in the direct testimony of W. Kirk Baker and shall also include any entity or person acting or purporting to act on behalf of the Debt Commitment Lenders with regard to the Transaction or the Debt Commitment Letter, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
7. "Debt Commitment Letter" shall have the same meaning as described in the direct testimony of W. Kirk Baker.
8. "Document" is used in its broadest sense to include, by way of illustration and not limitation, all written or graphic matter of every kind and description, whether printed, produced, or reproduced by any process (visually, magnetically, mechanically, electronically, or by hand); whether a final draft, initial draft, original copy, or reproduction; whether claimed as privileged or otherwise excludable from discovery; and whether or not in your actual or constructive possession, custody, or control. The term includes any written, recorded, or graphic matter, however produced or reproduced, including but not limited to Electronically Stored Information, correspondence, e-mails, telegrams, contracts, agreements, notes in any form, memoranda, reports, invoices, ledgers, spreadsheets, data, models, diaries, compilations, voice recording tapes, microfilms, pictures, computer media, workpapers, calendars, minutes of meetings or other writings or

graphic matter, including copies containing marginal notes or variations of any of the foregoing, now or previously in your possession.

9. "Electronically Stored Information" means data that is created, altered, communicated, and stored in digital form.
10. "EFH" means Energy Future Holdings Corp and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
11. "EFIH" means Energy Futures Intermediate Holding Company as it will be re-constituted after the Transaction and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
12. "ERCOT" shall mean the Electric Reliability Council of Texas, Inc.
13. "Fifth Amended Joint Plan" shall mean the Fifth Amended Joint Plan of Reorganization of Energy Future Holdings Corp., *et al.*, Pursuant to Chapter 11 of the Bankruptcy Court, filed in the United States Bankruptcy Court, District of Delaware, in Bankruptcy Case No. 14-10979-CSS.
14. "Hunt Consolidated" shall mean Hunt Consolidated, Inc., its subsidiaries, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
15. "Hunt Energy Enterprises" shall mean Hunt Energy Enterprises, L.L.C., its subsidiaries, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
16. "Hunt Energy Horizons" shall mean Hunt Energy Horizons, L.L.C., its subsidiaries, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
17. "Hunt Oil Company" shall mean Hunt Oil Company, its subsidiaries, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
18. "Hunt Power" shall mean Hunt Power, LP, its subsidiaries, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.

19. "Hunt Power Holdings" shall mean Hunt Power Holdings, L.L.C., its subsidiaries, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
20. "Hunt Realty Investments" shall mean Hunt Realty Investments, Inc., its subsidiaries, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
21. "Hunt Utility Services" shall mean Hunt Utility Services, LLC any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
22. "Investor Group" shall refer to the entities listed in Exhibit WKB-2 in W. Kirk Baker's direct testimony.
23. "Oncor" shall mean Oncor Electric Delivery Company LLC and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
24. "Oncor AssetCo" shall have the same meaning as described in the application.
25. "Oncor Electric Delivery Company" shall have the same meaning as described in the application.
26. "Oncor Holdings" means Oncor Electric Delivery Holdings Company, LLC and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
27. "Purchase Agreement" means the Purchase Agreement and Plan of Merger by and among Ovation Acquisition I, L.L.C., Ovation Acquisition II, L.L.C., Energy Future Intermediate Holding Company LLC, and Energy Future Holdings Corp. (Exhibit WKB-1 of the Direct Testimony of W. Kirk Baker).
28. "Regarding" includes the following meanings: relating to, pertaining to, concerning, discussing, mentioning, containing, reflecting, evidencing, describing, showing, identifying, providing, disproving, consisting of, supporting, or contracting in any way legally, logically, or factually connected with the matter to which the term refers or having a tendency to prove or disprove the matter to which the term refers.
29. "REIT" means real estate investment trust.

30. "SEM Hunt" shall mean SEM Hunt, its subsidiaries, and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
31. "Texas Transmission" means Texas Transmission Investment LLC and any entity or person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees, independent contractors, or other persons.
32. "Transaction" shall have the same meaning as described in the application.

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STAFF NO. 13-1 THROUGH NO. 13-12**

**STAFF RFI
NO. 13-1** State whether Hunter Hunt has an ownership interest (direct or indirect) in the following entities:

- a. Hunt Utility Services,
- b. Hunt Power Holdings,
- c. Hunt Consolidated,
- d. Hunt Power,
- e. Hunt Energy Horizons,
- f. Hunt Energy Enterprises,
- g. SEM Hunt,
- h. Hunt Oil Company, and
- i. Hunt Realty Investments.

**STAFF RFI
NO. 13-2** State whether Hunter Hunt is an director, officer, managing member, or general partner of any of the following entities:

- a. Hunt Consolidated,
- b. Hunt Power,
- c. Hunt Energy Horizons,
- d. Hunt Energy Enterprises,
- e. SEM Hunt,
- f. Hunt Oil Company, and
- g. Hunt Realty Investments.

**STAFF RFI
NO. 13-3** State whether the following entities have any interest (e.g. legal title, equitable title, mineral interest, leasehold interest) in land that is located in Oncor's service territory:

- a. Hunt Consolidated,
- b. Hunt Power,
- c. Hunt Energy Horizons,
- d. Hunt Energy Enterprises,
- e. SEM Hunt,
- f. Hunt Oil Company,
- g. Hunt Realty Investments,
- h. Shary Holdings, and
- i. the Hunt entities.

**STAFF RFI
NO. 13-4** Refer to your response to Staff RFI No. 13-3. List the land and the location of such land.

**STAFF RFI
NO. 13-5**

State whether any of the following entities currently have business relationships with Oncor:

- a. Hunt Consolidated,
- b. Hunt Power,
- c. Hunt Energy Horizons,
- d. Hunt Energy Enterprises,
- e. SEM Hunt,
- f. Hunt Oil Company, and
- g. Hunt Realty Investments.

**STAFF RFI
NO. 13-6**

Refer to your response to Staff RFI No. 13-5. Explain in detail the nature and extent of these business relationships.

**STAFF RFI
NO. 13-7**

State whether any of the following entities may have potential business relationships with Oncor AssetCo, Oncor Electric Delivery Company, OV1, or OV2:

- a. Hunt Consolidated,
- b. Hunt Power,
- c. Hunt Energy Horizons,
- d. Hunt Energy Enterprises,
- e. SEM Hunt,
- f. Hunt Oil Company, and
- g. Hunt Realty Investments.

**STAFF RFI
NO. 13-8**

Refer to your response to Staff RFI No. 13-7. Explain in detail the nature and extent of these potential business relationships.

**STAFF RFI
NO. 13-9**

In the event that the Transaction and proposed REIT structure are approved by the Commission, explain in detail all of the safeguards proposed or that will be enacted by Oncor Asset Co, Oncor Electric Delivery Company, OV1, OV2, or Shary Holdings to ensure that there is no self-dealing between Hunter Hunt – in his capacity as owner, director, officer, managing member, or general partner of Hunt Utility Services, Hunt Power Holdings, Hunt Consolidated, Hunt Power, Hunt Energy Horizons, Hunt Energy Enterprises, SEM Hunt, Hunt Oil Company, and Hunt Realty Investments – and Oncor AssetCo.

**STAFF RFI
NO. 13-10**

In the event that the Transaction and proposed REIT structure are approved by the Commission, explain in detail all of the safeguards proposed or that will be enacted by Oncor Asset Co, Oncor Electric Delivery Company, OV1, OV2, or Shary Holdings to ensure that there is no self-dealing between Hunter Hunt – in his capacity as owner, director, officer, managing member, or general partner of Hunt Utility Services, Hunt Power Holdings, Hunt

Consolidated, Hunt Power, Hunt Energy Horizons, Hunt Energy Enterprises, SEM Hunt, Hunt Oil Company, and Hunt Realty Investments – and Oncor Electric Delivery Company.

**STAFF RFI
NO. 13-11**

In the event that the Transaction and proposed REIT structure are approved by the Commission, explain in detail all of the safeguards proposed or that will be enacted by Oncor Asset Co, Oncor Electric Delivery Company, OV1, OV2, or Shary Holdings to ensure that Hunter Hunt – in his capacity as owner, director, officer, managing member, or general partner of Hunt Utility Services, Hunt Power Holdings, Hunt Consolidated, Hunt Power, Hunt Energy Horizons, Hunt Energy Enterprises, SEM Hunt, Hunt Oil Company, and Hunt Realty Investments – does not usurp corporate opportunities that belong to Oncor AssetCo.

**STAFF RFI
NO. 13-12**

In the event that the Transaction and proposed REIT structure are approved by the Commission, explain in detail all of the safeguards proposed or that will be enacted by Oncor Asset Co, Oncor Electric Delivery Company, OV1, OV2, or Shary Holdings to ensure that Hunter Hunt – in his capacity as owner, director, officer, managing member, or general partner of Hunt Utility Services, Hunt Power Holdings, Hunt Consolidated, Hunt Power, Hunt Energy Horizons, Hunt Energy Enterprises, SEM Hunt, Hunt Oil Company, and Hunt Realty Investments – does not usurp corporate opportunities that belong to Oncor Electric Delivery Company.