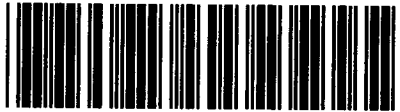




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**Amendment No. 2 to the
INTERCONNECTION AGREEMENT
Between
Goat Wind, LP
and
LCRA Transmission Services Company**

April 24, 2009

**AMENDMENT NO. 2
TO ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

This **AMENDMENT NO. 2 TO ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT** ("Amendment") is made as of April 24, 2009 by and between **LCRA TRANSMISSION SERVICES CORPORATION** ("Transmission Service Provider"), and **GOAT WIND, LP** ("Generator"). Each of Transmission Service Provider and Generator are sometimes referred to herein as a "Party" and collectively as the "Parties". Terms not otherwise defined herein shall have the meanings assigned to such terms in the Amended Agreement (defined below).

RECITALS

- A. WHEREAS, Transmission Service Provider and Generator are Parties to that certain ERCOT Standard Generation Interconnection Agreement dated as of November 28, 2006 and as amended by Amendment No.1 To ERCOT Standard Generation Interconnection Agreement (the "Amended Agreement") pursuant to which Transmission Service Provider shall interconnect Generator's Plant with Transmission Service Provider's System consistent with the Facilities Study performed pursuant to the Facilities Study Agreement executed by the Parties on June 7, 2006, as more fully set forth in the Amended Agreement;
- B. WHEREAS, the Amended Agreement provided for the interconnection of a nominal 149.5 MW wind power plant to be built in phases. Phase I of 80 MWs was to be in-service by March 31, 2008 and Phase II of the remaining MWs was to be in-service by December 31, 2008; and
- C. WHEREAS, Phase I of 80 MWs was completed and in-service by April 14, 2008.
- D. WHEREAS, the Generator has recently indicated that Phase II is expected to be completed by June 30, 2009 ; and
- E. WHEREAS, the Parties mutually desire to modify certain terms and conditions of the Amended Agreement, as more fully set forth in Amendment No. 2 herein; and
- F. WHEREAS, Section 10.12 of the Amended Agreement requires that any modification or amendment to the Amended Agreement be made in writing and signed by both Parties.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment Effective Date. These amendments to the Amended Agreement contemplated by this Amendment No. 2 shall become effective upon the execution of this Amendment No. 2 by the Parties.
2. Exhibit B of the Amended Agreement (Time Schedule) is hereby amended by deleting paragraph 7 in its entirety and replacing it as follows:

Scheduled Commercial Operation Date:

The Plant is scheduled to be built in phases of:

Phase I; initial phase of 80 MW; - Now in Service

Phase II; final phase in aggregate up to 149.6 MW; in-service date by June 30, 2009 .

For purposes of Section 2.1 B and Section 8.3 of Exhibit "A", Terms and Conditions, the scheduled Commercial Operation date shall be March 31, 2008."

3. Exhibit E of the Amended Agreement (Security Arrangement Details) is hereby amended by deleting the table contained in the third paragraph in its entirety and replacing it as follows:

Maximum Stated Amount	Extension Date	Expiration Date
\$4,400,000	Initially delivered by November 28, 2006	November 28, 2007
\$8,800,000	February 15, 2007	February 15, 2008
\$8,800,000	February 15, 2008	90 Days after new Phase II CO Date of Exhibit B

4. General Terms.

- (a) Representations Regarding this Amendment No. 2. By execution hereof, each Party represents and warrants that it is authorized to enter into this Amendment No. 2, that this Amendment No. 2 does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, and this Amendment No. 2 represents its valid and binding obligation, enforceable against it in accordance with its terms.
- (b) No Other Amendments. Except to the extent expressly modified by this Amendment No. 2, all other terms and conditions of the Amended Agreement will remain unmodified and continue in full force and effect. Any reference to the Amended Agreement from and after the effective date will be deemed to refer to Amended

Agreement as amended by Amendment No. 2 hereby, unless otherwise expressly stated.

- (a) Governing Law. This Amendment No. 2 will be governed by the same state whose laws govern the Amended Agreement No. 2.
- (b) Counterparts. This Amendment No. 2 may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, Transmission Service Provider and Generator have duly executed this Amendment No. 2 as of the date first written above.

GOAT WIND, LP

By: [Signature]
Name: GOAT WIND
Title: VICE PRESIDENT
Date: 4/24/09

KBF

LCRA TRANSMISSION SERVICES CORPORATION

By: [Signature]
Name: Ray P. Pfeiffer
Title: Transmission Engineering Mgr.
Date: 4/27/09

