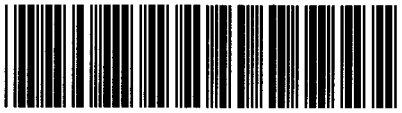
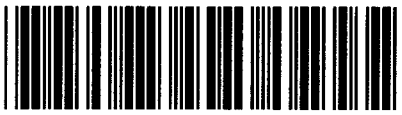


Control Number: 35077



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WIND ENERGY TRANSMISSION TEXAS, LLC

WETT

October 2, 2012

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

Re: Project No./Docket No. 35077—Wind Energy Transmission Texas, LLC's Generation Interconnection Agreement Filing Pursuant to PUCT Substantive Rule 25.195(e)

Attached, please find the First Amendment To Generation Interconnection Agreement (the "Amendment") between Wind Energy Transmission Texas, LLC ("WETT") and Stephens Ranch Wind Energy, LLC ("SRWE"), dated September 28, 2012, for filing at the Public Utility Commission of Texas ("PUCT") pursuant to Substantive Rule 25.195(e).

WETT and SRWE entered into that certain Generation Interconnection Agreement dated as of March 26, 2012 (the "Agreement") and filed the Agreement with the PUCT on March 30, 2012.

The attached Amendment does not create any deviations from the Standard Generation Interconnection Agreement. The Amendment only alters certain details included in the exhibits to the Agreement, specifically Exhibit "C" Interconnection Details and Exhibit "D" Notice and EFT Information of the Generation Interconnection Agreement.

Sincerely,

WIND ENERGY TRANSMISSION TEXAS, LLC

By: Patrick Burnett
Patrick Burnett, Contracts Manager

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FIRST AMENDMENT TO
GENERATION INTERCONNECTION AGREEMENT

This First Amendment To Generation Interconnection Agreement (this "Amendment") between Wind Energy Transmission Texas, LLC (the "Transmission Service Provider" or "TSP") and Stephens Ranch Wind Energy, LLC (the "Generator") is made as of September 28, 2012 by and between TSP and Generator.

RECITALS:

WHEREAS, TSP and Generator entered into that certain Generation Interconnection Agreement dated as of March 26, 2012 (the "Original GIA"); and

WHEREAS, TSP and Generator desire to amend the Original GIA as more fully described herein;

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

AGREEMENT:

1. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Original GIA.

2. Section 4 of Exhibit "C" Interconnection Details of the Original GIA is hereby replaced in its entirety with the following:

> **4. Number and Size of Generating Units**: Nominal 377.4 MW Plant capacity comprised of 222 units @ 1.7 MW each.
>
> The Parties acknowledge the decrease in turbine count from 233 GE 1.62 MW Wind Turbines (for a total 377.46 MW) to 222 GE 1.7 MW Wind Turbines (for a total 377.4 MW).
>
> Generator represents that (1) from an interconnection perspective, there is no difference between the capabilities of the GE 1.62 MW Wind Turbine and the GE 1.7 MW Wind Turbine; and (2) both such Wind Turbines have the same electrical architecture (doubly fed asynchronous) and the same capabilities in terms of ride through, reactive power, frequency response, etc. Because the total MW of the project remains materially unchanged at 377.4 MW, and because both ERCOT and WETT have modeled 12INR0034 as one equivalent machine with its rating equivalent to the wind farm total plant, Generator does not expect the above Wind Turbine changes to create any requirement for any restudy at either ERCOT or WETT.

3. Section 5 of Exhibit "C" Interconnection Details of the Original GIA is hereby replaced in its entirety with the following:

5. Type of Generating Unit: GE 1.7 MW Wind Turbines

4. Section 8 of Exhibit "C" Interconnection Details of the Original GIA is hereby replaced in its entirety with the following:

8. Transmission Service Provider Interconnection Facilities: The TIF shall include the following facilities. (See the attached one-line diagram.)

Long Draw Switching Station is currently a breaker and a half design with one bay serving Faraday (T-303) and WETT Grelton (T-305) and two double bus – double breaker bays, one serving WETT Sand Bluff (T-307) and one serving ONCOR Scurry South (T- 304). The addition of the StephensRanch Wind Energy wind farm interconnection will add an additional double bus double breaker bay on the north side of bay #4. The addition of the new double bus double breaker bay will include the following:

SUBSTATION PHYSICAL SCOPE

The Physical scope of this project will be to furnish and install (including all Engineering and Design required):

- (2) - 345kV 3000A 63kA Gas Circuit Breakers
- (5) - 345kV 3000A Motor Operated Double End Break Switch
- (3) - 345kV 1800/3000:1 0.3 WXYZM ZZ CCVT'S
- (3) - 345kV 220MCOV Surge Arresters
- (1 LOT) – Bus and Conductor As Requires
- (1 LOT) – Station Grounding As Required
- (1 LOT) – Conduit and Trench As Required
- (1 LOT) – Station Lightning Protection As Required
- (1 LOT) – Station Lighting As Required

CIVIL & STRUCTURAL SCOPE

The Civil and Structural scope of this project will be to furnish and install (including all Engineering and Design required):

- (2) - 345kV Gas Circuit Breaker Mat Foundation
- (5) - 345kV Motor Operated Double End Break Switch Pier Foundations
- (3) - 345kV CCVT Stands and Pier Foundation

- (3) - 345kV Surge Arrester Stands and Pier Foundations
- (1 LOT) – Site Grading Design As Required

RELAY & CONTROL SCOPE

The Relay & Control scope of this project will be to furnish and install (including all Engineering and Design required):

- EHV transmission line protection will include separate primary and backup protective schemes.
- Primary line protection will be a line current differential relay (SEL-311L) using fiber optic communications to the Stephens-Borlynn remote terminal.
- Backup line protection will be an impedance (phase and ground distance) relay (SEL-421) using fiber optic communications to the Stephens-Borlynn remote terminal.
- Line protection relay schemes will use one (1) automatic reclose function on primary or backup relay trip.
- Breaker failure will be provided for all breakers and be initiated by all protective relay schemes.
- Bus differential protective schemes will be provided on main buses #1&2 using high quality mechanical reset lock-out relays for the breaker trip circuit, initiating trip and blocking close functions.
- All adjacent protective schemes will overlap so that no gaps occur in the protection of the electrical components of the station.
- Test switches will be used for all currents and potentials of all protective relay schemes and motor operator controls.
- Test switches will also be used for all protective relay trip circuits.
- Separate 125 volt DC battery sets and AC chargers will be provided for the 345 kV relay and control functions (Relay Power, Close/Trip Schemes, etc.).
- SCADA functions will include control, breaker and alarm status, and metering. Some of these functions may be incorporated into the microprocessor-based relays.

The relay and Control scope of this project will be to furnish and install:

- (1) - Transmission Leader Line Panel (SEL 311L, SEL 421-2, & SEL-351-6)
- (1) - Transmission Follower Line Panel (SEL-351-6)
- (1) – Revisions to Existing Bus 1 Differential Panel

- (1) – Revisions to Existing Bus 2 Differential Panel
- (1) – Revisions to Existing Motor Operator (M.O.) panel or new M.O. panel if required
- (1) – Revisions to Existing AC & DC panel boards to accommodate new equipment
- (1) – Revisions to Existing SCADA system to accommodate new equipment
- (1) – Revisions to Existing Communication equipment to accommodate new equipment

5. Sections (c) and (d) of Exhibit "D" Notice and EFT Information of the Original GIA are hereby modified as follows: "Linda.moore@windenergyoftexas.com" shall be deleted and replaced with "accounting@windenergyoftexas.com."

6. This Amendment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Amendment is governed by and shall be construed in accordance with the internal laws of the state of Texas, including the then effective rules and regulations promulgated by the Public Utility Commission of Texas but excluding any conflict of law rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction.

8. If any provision of this Amendment is held to be unenforceable, this Amendment shall be considered divisible, and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Amendment shall remain in full force and effect; provided, however, that, if any provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

9. This Amendment shall become effective when it shall have been executed by the parties. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic delivery shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

SIGNATURE PAGE TO
FIRST AMENDMENT TO GENERATION INTERCONNECTION AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

TRANSMISSION SERVICE PROVIDER:

WIND ENERGY TRANSMISSION TEXAS, LLC

By: _____
Wayne Morton, General Manager

GENERATOR:

STEPHENS RANCH WIND ENERGY, LLC

By: _____
Name: Lee A. "Cole" Robertson
Title: Manager